Court File No. BK-26-03389454-0032

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

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.

SUPPLEMENTARY MOTION RECORD
(RETURNABLE JULY 28, 2026)

July 24, 2026

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Court File No.: BK-26-03389454-0032

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Court File No. BK-26-03389454-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
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B.	Appendix B - Stay Extension Order
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3.	Blackline to the last version served on July 20, 2026
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6.	Blackline to the last version served on July 20, 2026
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8.	Draft Ancillary Order
9.	Blackline to the last version served on July 20, 2026

TAB 1

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**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.

**SUPPLEMENT TO THE FIRST REPORT TO THE COURT OF
TDB RESTRUCTURING LIMITED
AS PROPOSAL TRUSTEE**

DATED JULY 24, 2026

Court File No. BK-26-03389454-0032
Estate Nos.: 32-3389454
32-3389455
32-3389456
32-3389457
32-3389458
35-3389459
32-3397080

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL UNDER THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, OF

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1.0 INTRODUCTION

1. This report (the "**Supplementary Report**") is a supplement to the first report to the Court of TDB Restructuring Limited in its capacity as proposal trustee (the "**Proposal Trustee**") dated July 20, 2026 (the "**First Report**"). Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the First Report. Attached hereto and marked as **Appendix "A"** is a copy of the First Report (without appendices).

2. On June 22, 2026, 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. (collectively, the "**Initial Debtors**") filed Notices of Intention to Make a Proposal ("**NOI**") pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"). On July 10, 2026, Good Natured Real Estate Holdings (Ontario) Inc. ("**Ontario RE**") also filed a NOI pursuant to section 50.4(1) of the BIA. Ontario RE and the Initial Debtors are referred to collectively in this report as the "**Debtors**".

3. The purpose of the NOI proceedings is to provide a stable restructuring environment to enable the Debtors to complete certain value-maximizing transactions (the "**Transactions**") for the benefit of their employees and stakeholders.

4. The documents related to the Debtors' NOI proceedings have been posted on the Proposal Trustee's website, which can be found at: https://tdbadvisory.ca/insolvency-case/good-natured-products-industrial-canada-lp-et-al.

2.0 TRANSACTIONS FINALIZED

5. As at the date of the First Report, Brampton LP, by its general partner, Brampton GP, as vendor, and Jones Healthcare Group ("**Jones**"), as purchaser, were in the process of negotiating an asset purchase agreement (the "**Asset Purchase**

Agreement") for the sale of certain assets located at the Brampton Facility (defined below).

6. Ontario RE, as vendor, and Jones, as purchaser, were also negotiating an agreement for the sale of the real property (the "**Real Property APS**") located at 5 Abacus Road in Brampton, Ontario (the "**Brampton Facility**").

7. In conjunction with the Asset Purchase Agreement and the Real Property APS, Ontario RE, as landlord, and Jones, as tenant, were negotiating a form of interim lease (the "**Interim Lease**"), pursuant to which Jones would operate the Brampton Facility following completion of the Asset Purchase Agreement and pending completion of the transaction contemplated by the Real Property APS.

8. On July 21, 2026, pending completion of the negotiation of the Transactions, the Debtors sought an extension of the time to file a proposal pursuant to section 50.4(9) of the *BIA* from July 22, 2026 to September 5, 2026 (the "**Stay Extension**").

9. By Order dated July 21, 2026, the Court granted the Stay Extension (the "**Stay Extension Order**"). A copy of the Stay Extension Order is attached hereto as **Appendix "B"**.

10. The Asset Purchase Agreement, Real Property APS and Interim Lease have been fully negotiated and substantially complete and will be executed shortly. Copies of the agreements will be filed under seal in a separate confidential brief to the court in advance of the hearing of the motion as **Confidential Appendix "1"**, **Confidential Appendix "2"** and **Confidential Appendix "3"**, respectively (collectively, the "**Confidential Appendices**").

3.0 SECURITY OPINION AND PROPOSED DISTRIBUTION

11. The Proposal Trustee has retained Gowling WLG (Canada) LLP to provide an independent legal opinion as to the validity, enforceability and priority of the security interests granted in favour of the Debtors' secured creditors. The security opinion is currently being finalized and is expected to be available prior to the return of this motion.

12. The Proposal Trustee understands that the security interests granted in favour of Wells Fargo Capital Finance Corporation Canada and The Toronto-Dominion Bank (being the secured creditors expected to receive distributions from the proceeds of the Transactions) constitute valid and enforceable priority security positions.

13. Upon receipt of complete and satisfactory security opinions from independent counsel, and following delivery of the Proposal Trustee's Certificate confirming completion of the Transactions, the Proposal Trustee proposes to provide its written consent to the Debtors authorizing the distribution of the proceeds of the Transactions in accordance with the applicable priorities, subject to any further order of this Court that may be required.

4.0 CASH FLOW

14. The Proposal Trustee continues to monitor the Debtors' cash flow forecast in comparison with results achieved and is not aware of any material adverse change to same.

5.0 CONCLUSIONS AND RECOMMENDATIONS

15. For the reasons detailed in the First Report, the Proposal Trustee continues to support the balance of the relief sought by the Debtors.

All of which is respectfully submitted to this Court as of this 24th day of July, 2026.

TDB RESTRUCTURING LIMITED, in its capacity as Trustee acting in re the Proposal of Good Natured Products Industrial Canada LP et al. and not in its personal or corporate capacity

Per:

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX A

TDB Restructuring Limited
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FIRST REPORT TO THE COURT OF TDB RESTRUCTURING LIMITED AS PROPOSAL TRUSTEE

DATED JULY 20, 2026

Court File No. BK-26-03389454-0032
Estate Nos.: 32-3389454
32-3389455
32-3389456
32-3389457
32-3389458
35-3389459
32-3397080

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

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1.0 INTRODUCTION

1. This report (the "**First Report**") is filed by TDB Restructuring Limited ("**TDB**") in its capacity as proposal trustee (the "**Proposal Trustee**") in connection with a Notice of Intention to Make a Proposal ("**NOI**") filed on June 22, 2026 (the "**Filing Date**") by Good Natured Products Industrial Canada LP ("**Industrial LP**"), Good Natured Products Industrial Canada GP Inc. ("**Industrial GP**"), Good Natured Products Packaging Brampton LP ("**Brampton LP**"), Good Natured Products Packaging Brampton GP Inc. ("**Brampton GP**"), Good Natured Products Packaging Canada LP ("**Packaging Canada LP**"), Good Natured Products Packaging Canada GP Inc. ("**Packaging Canada GP**" and collectively, the "**Initial Debtors**") pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"). On July 10, 2026, Good Natured Real Estate Holdings (Ontario) Inc. ("**Ontario RE**") also filed a NOI pursuant to section 50.4(1) of the BIA. Ontario RE and the Initial Debtors are referred to collectively in this report as the "**Debtors**". Copies of the certificates of filing (the "**Certificates**") issued by the Office of the Superintendent of Bankruptcy are attached hereto as **Appendix** "**A**".

2. The purpose of the NOI proceedings is to provide a stable restructuring environment to enable the Debtors to complete certain value-maximizing Transactions (as further described below in this First Report) for the benefit of their employees and stakeholders.

3. The Certificates, together with other documents related to the Debtors' NOI proceedings, have been posted on the Proposal Trustee's website, which can be found at: https://tdbadvisory.ca/insolvency-case/good-natured-products-industrial-canada-lp-et-al.

1.1 Purpose of Report to Court

4. The purpose of this First Report of the Proposal Trustee is to provide the court with information, and where applicable, the Proposal Trustee's recommendations to the court on the following:

a) the Debtors' business, operations, financial circumstances and the events leading to the commencement of these NOI proceedings;

b) the Debtors' weekly cash flow projection for the 13-week period ending October 16, 2026, together with the Proposal Trustee's reports and Debtors' statements thereon and recommendations with respect to the relief sought by the Debtors;

c) the basis for the Proposal Trustee's support of the following two orders, which the Debtors intend to seek approval of once the definitive transaction documents have been finalized and filed with the Court as part of a supplementary report (and in a confidential brief as appropriate):

    i. an approval and vesting order (the "**Asset Approval and Vesting Order**"), *inter alia*, approving the agreement of purchase and sale between Brampton LP, by its general partner, Brampton GP, as vendor, and Jones Healthcare Group, Inc. ("**Jones**"), as purchaser for the sale of substantially all the assets of Debtors' manufacturing and sustainable packaging operations located at the Brampton Facility (defined below) substantially in the form as agreed to by the parties (the "**Asset Purchase Agreement**");

    ii. transferring and vesting all of Brampton LP's right, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement) in Jones, free and clear of all Claims and Encumbrances, other than the Permitted Encumbrances (if any), upon the closing of the Asset Purchase Agreement, in accordance with the terms of the Asset Approval and Vesting Order; and

    iii. a real property approval and vesting order (the "**Real Property Approval and Vesting Order**"), *inter alia*, approving the agreement of purchase and sale between Ontario RE, as vendor, and Jones, as purchaser, for the sale of the real property municipally described as 5 Abacus Road, Brampton, Ontario, as owned by Ontario RE in the form substantially agreed to by the parties (the "**Real Property APS**");

iv. approving the interim lease between Ontario RE, as landlord, and Jones, as tenant (the "**Interim Lease**"); and

v. transferring and vesting all of Ontario RE's right, title and interest in and to the real property described in the Real Property APS in Jones, free and clear of all Claims and Encumbrances (as defined in the Real Property APS), other than the Permitted Encumbrances (as defined in the Real Property APS), upon the closing of the Real Property APS, in accordance with the terms of the Real Property Approval and Vesting Order;

d) the Proposal Trustee's recommendation that this court make an order (the "**Ancillary Relief Order**"), *inter alia*, approving

i. extending the time period that the Debtors have to file a proposal pursuant to section 50.4(9) of the BIA from July 22, 2026 to September 5, 2026 (the "**Stay Extension**");

ii. administratively consolidating the NOI proceedings of the Debtors, being Estate Nos. 32-3389454, 32-3389455, 32-3389456, 32-3389457, 32-3389458, 35-3389459 and 32-3397080, under Court File No. BK-26-03389454-0032;

iii. declaring that the Debtors meet the criteria set out in section 3.2 of the *Wage Earner Protection Program Regulations* (the "**WEPPR**") for the purposes of subsection 5(5) of the *Wage Earner Protection Program Act, SC 2005, c 47, s 1* (the "**WEPPA**") in order for the Debtors' employees, upon termination, to be able to file claims under the WEPPA for any unpaid wages, vacation, termination and severance payments (the "**WEPPA Declaration**"); and

iv. sealing confidential appendices to this First Report until further Order of this court.

1.2 Terms of Reference

5. In preparing this First Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, among other things, the Debtors' unaudited financial information, books and records, cash flow forecasts, information available in the public domain, documents filed in these proceedings, and discussions with the Debtors' representatives and management (collectively, the "**Information**").

6. The Proposal Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") and Generally Accepted Auditing Standards ("**GAAS**") pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under the CAS or GAAS in respect of the Information. Any party wishing to place reliance on the Information should perform its own due diligence.

7. Certain of the Information referred to in this First Report consists of forecasts and projections. An examination or review of such forecasts and projections, as contemplated by the *Chartered Professional Accountants Canada Handbook*, has not been performed by the Proposal Trustee.

8. Future-oriented financial information referred to in this First Report has been prepared based on the Debtors' estimates and assumptions. Readers are cautioned that, because projections are based upon assumptions regarding future events and conditions that are not ascertainable, actual results may vary from the projections, even if the assumptions materialize, and such variances may be material.

9. This First Report has been prepared in connection with these NOI proceedings and should not be relied upon for any other purpose.

10. Unless otherwise stated, all dollar amounts contained in this First Report are expressed in Canadian dollars.

2.0 BACKGROUND

A. Business and Operations

11. The Debtors manufacture sustainable packaging products, with a particular focus on the development and manufacture of plant-based packaging products in Canada and the United States (the "**US**").

12. The Debtors market and distribute their products through wholesale, direct-to-business and retail channels, serving food producers, food packers, restaurants, packaging manufacturers, consumer product companies and other industrial processors.

13. The Debtors' operations include industrial manufacturing, packaging, logistics and related support services.

14. An organization chart of the Debtors' various entities is attached hereto as **Appendix** "**B**".

15. The Debtors carry on an integrated manufacturing and packaging business through the following entities:

    a) Good Natured Products Packaging Brampton LP ("**Brampton LP**") operates the manufacturing and packaging business from a facility located at 5 Abacus Road, Brampton, Ontario (the "**Brampton Facility**"). A copy of the corporate profile report for Brampton LP is attached as **Appendix** "**C**".

    b) Good Natured Products Industrial Canada LP ("**Industrial LP**") operates the manufacturing facility located at 15 Waydom Drive, Ayr, Ontario (the "**Ayr Facility**"). The facility processes resin into sheets and rolls that are supplied to the Brampton Facility for thermoforming and finished packaging production. A copy of the corporate profile report for Industrial LP is attached as **Appendix** "**D**".

c) Good Natured Products Packaging Canada LP ("**Packaging Canada LP**") provides centralized logistics, warehousing and distribution services in support of the Canadian operations. A copy of the corporate profile report for Packaging Canada LP is attached as **Appendix** "**E**".

d) Good Natured Products Packaging Brampton GP Inc. ("**Brampton GP**"), Good Natured Products Industrial Canada GP Inc. ("**Industrial GP**") and Good Natured Products Packaging Canada GP Inc. ("**Packaging Canada GP**") are the respective general partners of Brampton LP, Industrial LP and Packaging Canada LP. They do not carry on any material operating business other than acting as general partner and providing guarantees in respect of certain secured indebtedness, including the indebtedness secured by the mortgages over the Brampton Facility and the Ayr Facility. Copies of the corporate profile reports for Brampton GP, Industrial GP and Packaging Canada GP are attached as **Appendices** "**F**", "**G**" and "**H**", respectively.

e) Good Natured Real Estate Holdings (Ontario) Inc. ("**Ontario RE**") owns the Brampton Facility, which is leased to Brampton LP and forms the subject of the proposed real property transaction described in this First Report. A copy of the corporate profile report for Ontario RE is attached as **Appendix** "**I**".

16. Although carried on through separate legal entities, the Debtors' operations are operationally and financially integrated. For example, Industrial LP manufactures resin-based products at the Ayr Facility that are supplied to Brampton LP for thermoforming and finished packaging production. Packaging Canada LP provides centralized logistics, warehousing and distribution services. The Debtors also share management, employees, administrative functions and secured lenders, and their operations are dependent on one another.

B. Employees

17. As of the commencement of these NOI proceedings, the GNP Entities employed approximately 49 employees across their operations at the Brampton Facility and the Ayr Facility.

18. It is the Proposal Trustee’s understanding that none of the employees are represented by a union. The GNP Entities do not sponsor a registered pension plan.

3.0 FINANCIAL POSITION AND CREDITORS

A. 2024 CCAA Proceedings

19. By way of background, the Debtors are successor entities to, and operate essentially the same business as, the companies that restructured under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) before the Supreme Court of British Columbia in 2024.

20. The Supreme Court of British Columbia granted an initial order commencing those proceedings (the “**CCAA Proceedings**”) and appointed Alvarez & Marsal Canada Inc. as monitor (the “**Monitor**”) on June 28, 2024.

21. As discussed below, the business was extensively marketed through a comprehensive and professionally run sale and investment solicitation process during the CCAA Proceedings. In the result, the business was acquired by HUK 149 Limited pursuant to a court-approved reverse vesting order dated October 31, 2024. Further details of the CCAA Proceedings are posted here: https://www.alvarezandmarsal.com/goodnatured.

22. Following the acquisition of the business and emergence from CCAA Proceedings, the Debtors’ operations were financed through a secured lending structure that included, among others, Wells Fargo Capital Finance Corporation Canada (“**Wells Fargo**”), which provided the Debtors’ asset-based lending facility (“**Wells Facility**”), together with secured financing provided by The Toronto-Dominion Bank (“**TD**”), Royal Bank of Canada (“**RBC**”), Export Development Canada (“**EDC**”) and HUK 147 Limited (“**HUK 147**”).

23. The relative priorities of the secured creditors (Wells Fargo, TD, RBC, EDC, and HUK 147) are governed by an intercreditor agreement dated November 15, 2024 (the “**Intercreditor Agreement**”). Further information regarding the Debtors' secured creditors, their security and the amounts owing is set out below in this First Report. A copy of the Intercreditor Agreement is attached hereto as **Appendix “J”.**

24. The Proposal Trustee has been advised by the Debtors' management that an operational restructuring was undertaken following the completion of the CCAA Proceedings. The Debtors' business returned to profitability during the first quarter of 2026.

25. However, subsequently, and notwithstanding some post-CCAA improvement in performance, a combination of macroeconomic and financing-related factors caused the Debtors' financial performance and liquidity to rapidly deteriorate.

B. Market Conditions and Liquidity

26. The Debtors' business is heavily dependent on resin, which is its principal raw material and largest input cost.

27. The Proposal Trustee has been advised by Mr. Robertshaw that, while the Debtors were already experiencing macroeconomic pressures arising from evolving international trade measures, including tariffs affecting the North American manufacturing sector, the principal catalyst for the Debtors' liquidity crisis was the escalation of hostilities involving Iran, which caused oil prices, and consequently resin prices, to increase significantly. Although the Debtors could seek to pass increased raw material costs on to customers, there was necessarily a delay before those price increases could be implemented.

28. The more immediate challenge was the availability of resin. As larger market participants purchased available raw materials in advance to secure pricing and supply, the Debtors were left with very limited access to resin for a number of weeks. As a result, customer orders were cancelled or could not be fulfilled, leading to reduced revenues and accounts receivable generation, which in turn reduced the borrowing availability under the Wells Facility pursuant to the Intercreditor Agreement.

29. The Proposal Trustee understands from discussions with management of the Debtors that these challenges were compounded when Wells Fargo received a revised inventory appraisal and field examination, resulting in further reductions to the available borrowing base.

30. The combined effect of increased raw material costs, reduced access to resin, lost sales and reduced borrowing availability left the Debtors with insufficient liquidity to satisfy their obligations as they became due.

C. Secured Creditors

31. Based on the Debtors' most recent available financial information, the Debtors incurred aggregate net losses of approximately $8.4 million for the 15-month period ended March 31, 2026. As of the Filing Date, the Debtors were indebted to secured creditors in an aggregate amount of approximately $31.2 million, together with approximately $7.9 million in unsecured trade indebtedness.

32. As described briefly above, following the acquisition of the Debtors' business in late 2024, the Debtors' operations were financed through a combination of asset-based lending, real property financing and shareholder financing pursuant to the financing arrangements governed by the Intercreditor Agreement. The secured capital structure may be summarized as follows:

Creditor	Security	Indebtedness
Wells Fargo	General Security Agreement	$ 900,000
TD	Mortgage – Brampton Facility	12,479,723
RBC	Mortgage – Ayr Facility	6,162,212
HUK 147	Secured Shareholder Debt	8,100,000
EDC	Secured Credit Facility (Credit Agreement)	3,600,000
Total		**$31,241,935**

i. Wells Fargo

33. Pursuant to a credit agreement dated November 15, 2024, Wells Fargo is the Debtors' operating lender and provides a revolving asset-based lending facility (as defined above as the "**Wells Facility**"). As of the Filing Date, the Proposal Trustee understands that approximately $900,000 was owing under the Wells Facility.

34. The Debtors' obligations to Wells Fargo are secured by, among other things, a General Security Agreement dated November 15, 2024 granting Wells Fargo a security interest over substantially all of the Debtors' present and after-acquired

personal property, subject to the terms of the Intercreditor Agreement. A copy of the General Security Agreement is attached as **Appendix "K"**.

35. Borrowing availability under the Wells Facility is determined by reference to the value of eligible accounts receivable, machinery and equipment and inventory. As discussed above, the reduction in inventory and accounts receivable resulting from resin shortages and production interruptions materially reduced the borrowing availability under that facility.

ii. TD

36. TD is the Debtors' principal mortgage lender in respect of the Brampton Facility.

37. Pursuant to a letter agreement dated February 13, 2024, Ontario RE, as borrower, together with Brampton LP, Brampton GP and Good Natured Products Inc., as guarantors, obtained mortgage financing from TD ("**TD Letter Agreement**").

38. As of the Filing Date, the Proposal Trustee understands that approximately $12,479,723 was owing to TD. A copy of the TD Letter Agreement is attached as **Appendix** "**L**"**.**

39. The Debtors' obligations to TD are secured by, among other things, a first-ranking mortgage over the Brampton Facility, general security agreements, guarantees, assignments of leases and rents and related security documents.

40. On October 25, 2024, and in connection with the acquisition of the Debtors' business by HUK 149 Limited, TD entered into a Forbearance Agreement with the Debtors, HUK 147 Limited and HUK 149 Limited.

41. The Proposal Trustee understands that, pursuant to the Forbearance Agreement, TD agreed, subject to its terms and conditions, to temporarily forbear from enforcing its security in order to facilitate completion of the CCAA court-approved sale transaction and provide the Debtors' business with an opportunity to continue operations while refinancing or repaying the indebtedness. Copies of the TD mortgage, parcel register (PIN) and TD Forbearance Agreement are attached as **Appendices** "**M**", "**N**", and "**O**" respectively.

42. On June 5, 2026, TD issued notices of intention to enforce security pursuant to section 244(1) of the BIA to Ontario RE and certain guarantors of the indebtedness owing to TD.

iii. RBC

43. RBC, as successor by amalgamation to HSBC Bank Canada, is the Debtors' principal secured lender in respect of the Ayr Facility.

44. Pursuant to a facility agreement dated September 20, 2022, as subsequently amended, RBC provides mortgage financing in respect of the Ayr Facility, together with related credit facilities, including equipment leases, letters of credit and credit card facilities ("**RBC Facility Agreement**").

45. As of the Filing Date, the Proposal Trustee understands that approximately $6,162,212 was owing to RBC. A copy of the First Amendment to the RBC Facility Agreement is attached as **Appendix** "**P**".

46. The Debtors' obligations to RBC are secured by, among other things, a first-ranking mortgage over the Ayr Facility, a general assignment of rents, a general security agreement, guarantees and related security documents.

47. On October 28, 2024 and in connection with the acquisition of the Debtors' business by HUK 149 Limited, RBC entered into a forbearance agreement with the Debtors, HUK 147 Limited and HUK 149 Limited (the "**RBC Forbearance Agreement**").

48. Pursuant to the RBC Forbearance Agreement, RBC agreed, subject to its terms and conditions, to temporarily forbear from enforcing its security in order to facilitate completion of the CCAA court-approved sale transaction and provide the Debtors' business with an opportunity to continue operations while refinancing or repaying the indebtedness. Copies of the RBC mortgage, General Security Agreement, parcel register (PIN) and RBC Forbearance Agreement are attached as **Appendices** "**Q**", "**R**", "**S**" **and** "**T**", respectively.

49. On June 5, 2026, RBC issued notices of intention to enforce security pursuant to section 244(1) of the BIA to certain of the Debtors and certain related parties and guarantors of the indebtedness owing to RBC.

iv. EDC

50. Export Development Canada ("**EDC**") provided financing in connection with the acquisition of the Debtors' business following the completion of the 2024 CCAA Proceedings.

51. Pursuant to an amended and restated credit agreement dated November 15, 2024, EDC agreed to provide a credit facility to the Debtors. As of the Filing Date, the Proposal Trustee understands that approximately $3,600,000 was owing to EDC.

52. The Debtors' obligations to EDC are supported by guarantees and secured by, among other things, security interests over substantially all of the Debtors' personal property and mortgages over the Brampton Facility and the Ayr Facility, in each case subject to the terms of the Intercreditor Agreement. A copy of the EDC Credit Agreement is attached as **Appendix** "**U**".

v. HUK 147 Limited

53. HUK 147 Limited ("**HUK 147**") provided secured shareholder financing to the Debtors in connection with the acquisition of the business by HUK 149 Limited following the completion of the 2024 CCAA Proceedings.

54. Pursuant to a loan agreement dated November 15, 2024, HUK 147 agreed to provide a revolving credit facility to support the Debtors' ongoing operations ("**HUK Loan Agreement**").

55. As of the Filing Date, the Proposal Trustee understands that approximately $8,100,000 was owing to HUK 147. A copy of the HUK Loan Agreement is attached as **Appendix** "**V**".

56. The Debtors' obligations to HUK 147 are secured by, among other things, a general security agreement dated November 15, 2024, granting HUK 147 a security interest over substantially all of the Debtors' present and after-acquired personal property.

57. The Proposal Trustee understands that, pursuant to the Intercreditor Agreement, HUK 147 agreed that its indebtedness and security would rank subordinate to the

senior secured indebtedness owing to Wells Fargo, TD, RBC and EDC. A copy of the HUK 147 General Security Agreement is attached hereto as **Appendix** "**W**".

58. The Proposal Trustee further understands, pursuant to a side letter agreement between HUK 147 and EDC that in the event of an insolvency proceeding, the priority of HUK 147 and EDC's security is reversed, such that EDC's security is subordinate to HUK 147's security.

59. The Proposal Trustee conducted searches pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA Searches**"). The PPSA Searches disclose registrations in favour of, among others, TD, RBC (including registrations continued following its amalgamation with HSBC Bank Canada and certain equipment lease registrations), Wells Fargo, HUK 147 and EDC, which are generally consistent with the financing arrangements and security interests described above. A summary of the PPSA Searches are attached as **Appendix** "**X**". Certified copies of the PPSA Searches conducted as of July 13, 2026 are attached as **Appendix** "**Y**".

60. The Proposal Trustee is in the process of obtaining an independent legal opinion regarding the validity and enforceability of the security granted in favour of the Debtors' secured creditors.

vi. Unsecured Creditors

61. As of the Filing Date, the Debtors' unsecured trade indebtedness was approximately $7,858,000, consisting primarily of amounts owing to suppliers of raw materials, packaging, freight and logistics providers, equipment and service providers, and other trade creditors incurred in the ordinary course of the Debtors' business.

vii. Litigation and other potential Claims

62. In the course of its review of the Debtors' affairs, the Proposal Trustee has been advised of certain existing and potential litigation involving entities within the Good Natured corporate group.

63. On or about June 29, 2026, Vinmar Polymers America LLC ("**Vinmar**") commenced an action in the Ontario Superior Court of Justice against Good Natured Products (CAD) Inc. ("**GNP CAD**"), seeking damages of approximately US$431,000

plus interest in connection with the supply of resin products. In its materials, Vinmar sets out that GNP CAD is also known as Good Natured Products Inc. ("**GNPI**"); however, the Proposal Trustee understands that GNP CAD and GNPI are two separate companies. The Proposal Trustee understands that the resin supplied by Vinmar was utilized by Industrial LP in manufacturing various products.

64. The Debtors have also received a demand letter dated July 10, 2026 from a former employee alleging constructive dismissal, wrongful dismissal and potential claims under the *Human Rights Code*. The Proposal Trustee understands that the individual was employed by Brampton LP, one of the Debtors.

4.0 SALE OF BRAMPTON EQUIPMENT AND REAL ESTATE

65. In the months prior to the commencement of these NOI proceedings, the Debtors' liquidity deteriorated rapidly as a result of the market conditions described above.

66. The Proposal Trustee has been advised by the Debtors' management that from and after May 19, 2026 the Debtors were operating under full cash dominion, with liquidity managed on a weekly basis, and had only limited cash available to fund ongoing operations.

67. In the circumstances described, the Debtors' urgent focus became one of preserving liquidity sufficient to sustain operations, maintain customer relationships and pursue a going-concern transaction.

68. The Proposal Trustee understands from discussions with the Debtors' management that in response to the growing financial pressure, the Debtors, together with HUK 149 Limited, actively canvassed the market in an effort to identify a sales and/or investment transaction that would preserve going concern value and maximize value for stakeholders.

69. The Debtors' post-CCAA and pre-NOI sales process efforts began on January 26, 2026 and extended to June 22, 2026 and were led by Mr. Josh Robertshaw. Mr. Robertshaw is a director of Hilco Capital. Hilco Capital is a turnaround investor with extensive investment experience across a variety of sectors where companies are facing financial and operating distress.

70. In the 21 weeks preceding the NOI filing, the sales process efforts consisted of the following:

    a) 13 potential purchasers were contacted, consisting of 9 strategic parties, 2 financial investors and 2 related parties;

    b) 10 parties executed confidentiality agreements;

    c) 4 parties conducted site visits; and

    d) 2 parties submitted letters of intent, including the proposal from Jones and a proposal relating only to the Brampton real property at a value below that offered by Jones.

71. Despite those efforts, Jones, a significant customer of the Debtors, was the only party to submit a viable proposal for the operating business.

72. Jones is uniquely positioned to complete a transaction. As the Debtors' largest customer, it is motivated to support the Debtors' operations during its pre-filing financial struggles and during the due diligence period by continuing to place purchase orders, purchasing raw materials and assisting with logistics.

73. Jones' operational support has enabled the Debtors to continue manufacturing and servicing customers while the parties negotiate and finalize the transaction documentation.

74. The Proposal Trustee understands that no other interested party was prepared to provide comparable operational support or advance an alternative transaction capable of preserving the Debtors' business as a going concern. Indeed, no other proposals for a sale or investment in the business were received.

75. It is important to consider that extensive marketing efforts for the business were undertaken during the relatively recent CCAA Proceedings, during a time in which market conditions were likely more conducive to identifying suitors for the Debtors than current circumstances.

76. The CCAA sales process was administered by Alvarez & Marsal Canada Inc., as monitor and Capital West Partners as sales agent. It was conducted over the course of four months between July and October 2024.

77. During the CCAA Proceedings court-approved SISP, at least 165 potential strategic and financial parties were contacted, 49 confidentiality agreements were executed and invited to the data room, seven letters of intent were received and four parties advanced to the second phase of the process. Ultimately, only two final bids were submitted, resulting in the acquisition of the business by HUK 149 Limited.[1]

78. The results of the court-approved SISP conducted during the 2024 CCAA Proceedings demonstrate relatively limited market interest in the Debtors' business, notwithstanding the extensive marketing efforts undertaken and the more favourable market conditions that existed at that time.

79. The Proposal Trustee understands that the more recently undertaken out-of-court sales process efforts, strategically leveraged the extensive intelligence and buyer profiles established during the CCAA Proceedings. By focusing on the recently identified universe of potential acquirers the Debtors were able to swiftly re-engage the market in a concentrated and resource-efficient manner.

80. Those efforts, taken together, satisfy the Proposal Trustee that the market for the Debtors' business and assets has been meaningfully canvassed and that all reasonable steps to identify transaction counterparties and obtain the best price have been taken.

81. Taking into consideration the Debtors' severe liquidity constraints, which pose an imminent threat to the ongoing viability of the business, the Proposal Trustee is satisfied that it is not economic, necessary or feasible to run a further sales process at this time.

82. In all of the circumstances, it is the Proposal Trustee's opinion that there is no reasonable prospect that conducting a further formal sale and investment

[1] In the Matter of the *Companies' Creditors Arrangement Act* of Good Natured Products Inc., Fourth Report of the Monitor, Alvarez & Marsal Canada Inc., dated October 16, 2024 at sections 7.1 to 7.5.

solicitation process (were there funding to do so) would produce a superior economic outcome.

83. Since the commencement of these NOI proceedings, the Debtors and Jones have continued to negotiate and finalize the definitive transaction documents contemplated by the LOI. While the parties have made substantial progress and the commercial terms have been substantially agreed, the definitive transaction documents have not yet been finalized. The Proposal Trustee intends to file a supplementary report, which will append the finalized transaction documents (including, where appropriate, as confidential appendices).

A. Letter of Intent

84. On June 26, 2026, Brampton LP and Ontario RE entered into a confidential letter of intent (the "**LOI**") with Jones, which established the framework for a proposed two-stage transaction involving the acquisition of (i) substantially all of the operating assets used in the Brampton Facility operations and (ii) the Brampton Facility real property.

85. The LOI contains commercially sensitive information, including confidential pricing and transaction terms, the disclosure of which could reasonably be expected to prejudice the Debtors, Jones and any realization efforts in these proceedings. Accordingly, the Proposal Trustee supports the Debtors' request that the LOI be filed under seal as **Confidential Appendix** "**1**" to this First Report.

86. The LOI contemplates an integrated two-stage transaction.

   a) **Stage One:** the acquisition by Jones of substantially all of the operating assets used in the Brampton Facility business pursuant to the Asset Purchase Agreement; and

   b) **Stage Two:** following the closing of the Asset Purchase Agreement, Jones' occupancy of the Brampton Facility pursuant to the Interim Lease pending completion of its due diligence, following which Jones would acquire the Brampton Facility pursuant to the Real Property APS.

B. Asset Purchase Agreement

87. Following the execution of the LOI and the completion of substantially all of Jones' due diligence, Brampton LP, by its general partner, Brampton GP, and Jones have substantially negotiated an Asset Purchase Agreement (the "**Asset Purchase Agreement**"), which contemplates Jones' acquisition of substantially all of the operating assets used in the Brampton business. The parties are in the process of finalizing the Asset Purchase Agreement, which will implement the first stage of the transaction contemplated by the LOI.

88. The Asset Purchase Agreement will contain commercially sensitive information, including confidential financial terms, the disclosure of which could reasonably be expected to prejudice the Debtors, Jones and the value of the transaction. Accordingly, the Proposal Trustee supports the Debtors' request that the finalized Asset Purchase Agreement be filed under seal.

89. Without disclosing the confidential financial terms, the principal terms of the Asset Purchase Agreement are as follows:

    a) Jones will acquire the assets specifically identified as purchased assets under the Asset Purchase Agreement, which are expected to include equipment, tooling, intellectual property, goodwill and certain inventory selected in accordance with the Asset Purchase Agreement;

    b) accounts receivable, the assets previously acquired by Jones pursuant to an asset purchase agreement dated June 3, 2026, any inventory not selected for purchase and the other assets expressly excluded under the Asset Purchase Agreement will remain with Brampton LP;

    c) Jones will assume only those obligations under any contracts specifically identified for assignment under the Asset Purchase Agreement that are required to be performed following closing and do not relate to a pre-closing breach, default or other circumstance, with all other liabilities remaining with Brampton LP and being dealt with in accordance with the Proposal Proceedings;

d) closing is subject to certain conditions precedent, including receipt of the required lender and third-party consents, Court approval and the issuance of an Approval and Vesting Order vesting Brampton LP's right, title and interest in the purchased assets in Jones free and clear of all encumbrances; and

e) completion of the transaction contemplated by the Asset Purchase Agreement forms the first stage of the overall transaction contemplated between the parties, which also includes the proposed sale of the real property and premises at which the Brampton business operates pursuant to a related agreement of purchase and sale.

C. Real Property APS

90. Concurrently with the negotiation of the Asset Purchase Agreement, Ontario RE and Jones have substantially negotiated the form of the Real Property APS. The parties are in the process of finalizing the Real Property APS, which is intended to implement the second stage of the overall Jones transaction and provide for Jones' acquisition of the Brampton Facility following completion of the Asset Purchase Agreement.

91. The Real Property APS contains commercially sensitive information, including confidential financial terms, disclosure of which could reasonably be expected to prejudice the Debtors, Jones and the realization process. Accordingly, the Proposal Trustee supports the Debtors' request that the finalized Real Property APS be filed under seal.

92. Without disclosing the confidential financial terms, the principal terms of the Real Property APS include the following:

a) completion of the Real Property APS transaction is conditional upon the completion of the Asset Purchase Agreement and satisfaction or waiver of the remaining conditions precedent;

b) the Brampton Facility will continue to be occupied by Jones pursuant to the Interim Lease pending completion of the Real Property APS transaction;

c) the Real Property APS transaction remains subject to customary closing conditions, including Court approval and the issuance of the Real Property Approval and Vesting Order in respect of the Brampton Facility; and

d) upon closing, title to the Brampton Facility will vest in Jones free and clear of all claims and encumbrances, other than permitted encumbrances, in accordance with the Real Property Approval and Vesting Order.

93. Completion of the Jones transaction is conditional upon this Court granting the Asset Approval and Vesting Order and the Real Property Approval and Vesting Order approving the transactions contemplated by the Asset Purchase Agreement and the Real Property APS, respectively, and vesting the purchased assets and the Brampton Facility in Jones in accordance with the terms of those Orders.

D. Interim Gross Lease

94. Concurrently with the negotiation of the Asset Purchase Agreement and the Real Property APS, Ontario RE, as landlord, and Jones, as tenant, have substantially negotiated the form of the Interim Lease, pursuant to which Jones will occupy and operate from the Brampton Facility following completion of the Asset Purchase Agreement and pending completion of the transaction contemplated by the Real Property APS.

95. The Interim Lease contains commercially sensitive information, including confidential financial terms, the disclosure of which could reasonably be expected to prejudice the Debtors, Jones and the realization process. Accordingly, the Proposal Trustee supports the Debtors' request that the Interim Lease be filed under seal.

96. Without disclosing the confidential commercial terms, the principal terms of the Interim Lease include the following:

a) Jones will lease and occupy the Brampton Facility following completion of the Asset Purchase Agreement pending completion of the transaction contemplated by the Real Property APS;

b) the Interim Lease is intended to terminate upon completion of the transaction contemplated by the Real Property APS, subject to certain provisions governing the parties' rights if that transaction does not complete; and

c) approval of the Interim Lease is an integral component of the overall transaction structure and facilitates the orderly transition of the Brampton operations pending completion of the real property transaction.

E. Capital Structure Estimated Recoveries for Creditors

97. The Proposal Trustee has reviewed the Debtors' secured capital structure and the estimated recoveries available under the transactions contemplated by the Asset Purchase Agreement and the Real Property APS. Based on the Debtors' June 30, 2026 financial forecast and the information provided by the Debtors' management, the Proposal Trustee understands that the estimated recoveries are generally expected to be as follows:

a) **Wells Fargo** – the indebtedness owing under the Wells Facility is expected to be repaid in full primarily from collections of accounts receivable and the proceeds realized from the sale of the operating assets pursuant to the Asset Purchase Agreement;

b) **TD** – the indebtedness secured by the Brampton Facility is expected to be repaid in full primarily from the proceeds of sale of the Brampton Facility pursuant to the Real Property APS;

c) **RBC** – the indebtedness secured by the Ayr Facility is expected to be repaid primarily from the realization of the Ayr Facility and related machinery and equipment, together with any surplus proceeds remaining following repayment of the TD indebtedness;

d) **HUK 147** – the secured shareholder indebtedness owing to HUK 147 ranks behind the senior secured indebtedness pursuant to the Intercreditor Agreement. The Proposal Trustee understands that HUK 147 is expected to recover only from any residual value remaining after payment of the senior secured creditors and is projected to incur a significant shortfall; and

e) **EDC** – pursuant to the Intercreditor Agreement, EDC ranks behind HUK 147 and based on the current estimated realizations, is expected to receive little or no recovery.

98. Notwithstanding that it is expected to incur a significant shortfall under the current estimated recoveries, HUK 147 supports the proposed transactions as representing the best available outcome for the Debtors' estate.

99. The Proposal Trustee understands that Wells Fargo, as the Debtors' primary secured lender in respect of the operating assets, and TD, as the mortgagee of the Brampton Facility, also support the proposed transactions with Jones.

100. The support of the Debtors' principal secured creditors (some of whom stand to realize a loss) reinforces the Proposal Trustee's conclusion that the transaction maximizes value for the Debtors' estate in the circumstances.

4.1 Compliance with *Sound Air* Principles

101. Although a court-sanctioned sale and investment solicitation process was not conducted during the currency of these NOI proceedings, the Proposal Trustee is nevertheless satisfied that the proposed transactions satisfy the principles articulated by the Ontario Court of Appeal in *Royal Bank of Canada v. Soundair Corp*., 1991 CanLII 2727 (ON CA).

102. In reaching this conclusion, the Proposal Trustee has considered, among other things, the following:

a) the Proposal Trustee is satisfied that the Debtors have made concerted and all reasonable efforts to maximize value and did not act improvidently. The Debtors' business was extensively exposed to the market through a relatively recent, court-approved, and professionally run CCAA sales process. Such process generated relatively limited interest notwithstanding extensive marketing efforts and more favourable market conditions;

b) Leveraging the knowledge gained in the CCAA Proceedings, the Debtors undertook an informal targeted outreach campaign over the past six months.

Rather than repeating a broad (and costly) market solicitation, this subsequent process was designed to surgically revisit and test the market appetite for a set of previously identified qualified bidders. This allowed the Debtors to re-engage with and re-evaluate all known high-probability suitors;

c) Notwithstanding this outreach, no proposal superior to the Jones transaction emerged;

d) It is the Proposal Trustee's view that given the extent of the canvassing, there is no reasonable basis to conclude that conducting a further sales process would produce a better outcome. Rather, the time and cost of attempting to do so would prejudice the business in its current economic circumstances. Pausing to pursue an alternative process is not a viable option. It is not supported by the Cash Flow Forecast (as defined below) and in the absence of identified competitive interest it is likely to precipitate a value-destructive liquidation;

e) the Proposal Trustee is satisfied that the interests of the Debtors' stakeholders have been appropriately considered. The proposed transactions achieve going concern value by preserving the Brampton operations as a going concern, providing for the continued employment of substantially all employees at the Brampton Facility, and maintaining customer and supplier relationships;

f) With reference to the Real Property APS, the Proposal Trustee has independently assessed the reasonableness of the transaction and is satisfied that the purchase price is commercially reasonable and fair. To this end, the Proposal Trustee obtained and considered two current market assessments ("**CMA**") of the real estate conducted by national real estate brokerage and investments firms. The CMAs assumed a vacant sale scenario with a three- to six-month marketing period.

g) The Proposal Trustee understands that the proposed transactions are supported by Wells Fargo and TD, the principal secured creditors whose collateral is directly affected by the transactions;

h) In the Proposal Trustee's view, the proposed transactions provide a materially better outcome for stakeholders than the likely alternative of an immediate liquidation or bankruptcy; and

i) the Proposal Trustee is satisfied that the process was commercially reasonable and had integrity in the circumstances. The targeted marketing efforts undertaken in the context of recent CCAA emergence afforded a unique and meaningful opportunity to identify and re-engage with select high-probability potential purchasers.

5.0 CASH FLOW FORECAST

103. In support of the Debtors' request for the Asset Approval and Vesting Order, the Real Property Approval and Vesting Order and the Ancillary Relief Order, the Debtors prepared a thirteen-week cash flow forecast (the "**Cash Flow Forecast**") for the period from July 13, 2026 to October 16, 2026 (the "**Forecast Period**").

104. The Cash Flow Forecast was prepared by the Debtors with the assistance of the Proposal Trustee. During the Forecast Period, projected receipts consist primarily of collections of accounts receivable, operating receipts and proceeds expected to be realized from the transactions contemplated by the Asset Purchase Agreement and the Real Property APS. Projected disbursements consist primarily of payroll, operating expenses, occupancy costs, professional fees and other costs incurred in the ordinary course of these NOI proceedings.

105. The Proposal Trustee has reviewed the Cash Flow Forecast and the Debtors' underlying assumptions, and it is the Proposal Trustee's view that the Cash Flow Forecast and the assumptions contained therein are reasonable. A copy of the Cash Flow Forecast, along with the Proposal Trustee's reports and Debtors' statements on the Debtors' Cash Flow Forecast pursuant to section 50.4(2)(b) of the BIA, are collectively attached hereto as **Appendix** "**Z**".

6.0 EXTENSION OF THE STAY OF PROCEEDINGS

106. The Debtors are seeking the Court's approval to extend the stay of proceedings afforded by the filing of the NOI by a further 45 days to September 5, 2026 (the "**Stay Extension**").

107. The Debtors require the Stay Extension to complete the transactions contemplated by the Asset Purchase Agreement and the Real Property APS, implement the restructuring contemplated by those transactions and continue administering these NOI proceedings in an orderly manner. The additional time is necessary to preserve the value of the Debtors' business, complete the contemplated transactions, maximize recoveries for the Debtors' stakeholders and avoid the additional costs associated with a further court attendance.

108. The Proposal Trustee has considered the Debtors' request for the Stay Extension and is supportive of this request for the following reasons:

a) the Debtors have acted, and continue to act, in good faith and with due diligence in these NOI proceedings;

b) the Stay Extension is necessary to permit the completion of the transactions contemplated by the Asset Purchase Agreement and the Real Property APS, together with the orderly implementation of those transactions;

c) the Stay Extension will preserve the value of the Debtors' business and maximize recoveries for stakeholders; and

d) the Cash Flow Forecast demonstrates that the Debtors are expected to have sufficient liquidity to fund their post-filing obligations during the proposed extension period and no material prejudice to creditors is expected to result.

7.0 WAGE EARNER PROTECTION PROGRAM

109. As described above, the proposed transactions preserve certain of the Debtors' operations as a going concern. Jones expects to offer employment to at least 15 employees currently employed at the Brampton Facility. Notwithstanding those

offers of employment, however, the Debtors will be required to issue termination notices to employees not retained by Jones.

110. Although the Debtors intend to pay all post-filing wages and vacation pay in the ordinary course, they will not have sufficient funds to satisfy all accrued vacation pay, termination pay and severance obligations owing to employees whose employment is terminated. Accordingly, the Debtors seek the WEPPA Declaration to permit eligible employees to file claims under the WEPPA.

111. Pursuant to section 5(1)(iv) of the WEPPA, an individual is eligible to receive a payment if their former employer is the subject of proceedings under Division 1 of Part III of the BIA and a Court determines under subsection (5) that the criteria prescribed by regulation are met. Section 3.2 of the WEPPR provides that for purposes of section 5(5) of the WEPPA, "a Court may determine whether the former employer is the former employer all of whose employees in Canada have been terminated other than any retained to wind down its business operations".

112. The Proposal Trustee is of the view that it is appropriate in the circumstances for the Court to grant the WEPPA Declaration. Granting the WEPPA Declaration will provide those employees with timely access to the protections available under the WEPPA for amounts that the Debtors are unable to pay.

8.0 SEALING ORDER

113. The Debtors seek an order sealing the Confidential Appendices to this First Report, which include the LOI, the Asset Purchase Agreement, the Real Property APS and the Interim Lease.

114. The Proposal Trustee supports the requested sealing order. The Confidential Appendices contain commercially sensitive information, including confidential financial and transaction terms, the disclosure of which could reasonably be expected to prejudice the Debtors, Jones and the realization process if the proposed transactions do not close or if further realization efforts become necessary.

9.0 ADMINISTRATIVE CONSOLIDATION

115. The Debtors seek an order administratively consolidating these NOI proceedings, being Estate Nos. 32-3389454, 32-3389455, 32-3389456, 32-3389457, 32-3389458, 35-3389459 and 32-3397080, under Court File No. BK-26-03389454-0032.

116. The Proposal Trustee supports the requested administrative consolidation. The Debtors operate an integrated business and share common management, employees, financing arrangements, secured lenders and administrative functions.

117. These NOI proceedings have been administered on a coordinated basis since their commencement and involve substantially overlapping factual and legal issues. In the Proposal Trustee's view, administrative consolidation will promote the efficient administration of these proceedings, avoid unnecessary duplication of materials and court attendances, reduce professional costs and improve overall efficiency, without affecting the substantive rights of any creditor or stakeholder.

10.0 CONCLUSIONS AND RECOMMENDATIONS

118. For the reasons set out in this First Report, the Proposal Trustee is of the view that the relief sought by the Debtors is appropriate and in the best interests of the Debtors' estate and stakeholders.

All of which is respectfully submitted to this Court as of this 20th day of July, 2026.

TDB RESTRUCTURING LIMITED, in its capacity as Trustee acting in re the Proposal of Good Natured Products Industrial Canada LP et al. and not in its personal or corporate capacity

Per:

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX B

Court File No. BK-26-03389454-0032

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

THE HONOURABLE	)	TUESDAY, THE 21ST
	)	
JUSTICE STEELE	)	DAY 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
(Stay Extension)

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. (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*, extending the stay of proceedings, was heard this day via videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record 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 on hearing the submissions of counsel for the Debtors and counsel for the Purchaser, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of Shallon Garrafa sworn on July 20, 2026 filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Motion Record of the Debtors dated July 20, 2026 and the First 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 Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

EXTENSION OF STAY OF PROCEEDINGS

3. **THIS COURT ORDERS** that the stay of proceedings in respect of the Debtors is hereby extended to and including September 5, 2026.

GENERAL

4. **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 Debtors and the Proposal Trustee 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 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.

5. **THIS COURT ORDERS** that each of the Debtors and the Proposal Trustee 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.

____

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

Court File No. BK-26-03389454-0032

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding Commenced at Toronto

ANCILLARY RELIEF ORDER
(STAY EXTENSION)

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Lawyers for the Debtors

TAB 2

Court File No. BK-26-03389454-0032

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

THE HONOURABLE	)	TUESDAY, THE 28th
	)	
JUSTICE STEELE	)	DAY 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, Inc. ("**Jones**"), as purchaser (the "**Purchaser**"), dated as of July [●], 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 Motion Record 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 appearing for any other person on the service list, although properly served as appears from the affidavit of service 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, 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

Court File No. BK-26-03389454-0032

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

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.

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, Inc. (the "**Purchaser**") entered into an asset purchase agreement dated July [●], 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:

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

Court File No. BK-26-03389454-0032

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding Commenced at Toronto

ASSET APPROVAL AND VESTING ORDER

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Lawyers for the Debtors

TAB 3

Court File No. BK-26-03389454-0032

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

THE HONOURABLE	)	TUESDAY, THE ~~21ST~~28th
	)	
JUSTICE STEELE	)	DAY 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, Inc. ("**Jones**"), as purchaser (the "**Purchaser**"), dated as of July [●], 2026 ~~as appended to the first report of TDB Restructuring Limited in its capacity as proposal trustee of the Debtors (in such capacity, the "**Proposal Trustee**") dated July [●], 2026 (the "**First Report**");~~ 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 Motion Record of the Debtors dated ~~[●**NTD**], the~~ 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 appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[●]~~service 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, ~~and~~ the First Report ~~is~~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 ~~or~~, 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

Court File No. BK-26-03389454-0032

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

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.

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, Inc. (the "**Purchaser**") entered into an asset purchase agreement dated July [●], 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 ~~21~~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:

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

Court File No. BK-26-03389454-0032

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding Commenced at
Toronto

ASSET APPROVAL AND VESTING ORDER

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Lawyers for the Debtors

Summary report: **Litera Compare for Word 11.10.0.38 Document comparison done on 2026-07-24 2:32:28 PM**	
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Intelligent Table Comparison: Active	
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Total Changes:	23

TAB 4

~~Revised: January 21, 2014~~

Court File No. ~~———~~BK-26-03389454-0032

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

THE HONOURABLE	))	TUESDAY, THE 28th
~~THE HONOURABLE~~	)	~~WEEKDAY, THE #~~
	~~)~~	
JUSTICE ~~———~~STEELE	~~)~~	DAY OF ~~MONTH~~JULY, ~~20YR~~2026

~~B E T W E E N:~~

~~**PLAINTIFF**~~

~~Plaintiff~~

~~- and -~~

~~**DEFENDANT**~~

~~Defendant~~

~~**APPROVAL AND VESTING ORDER**~~

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 ~~[RECEIVER'S NAME] in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor")~~ 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 ~~agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the~~asset purchase agreement (the “**APA**”) between Brampton LP, by its general partner, Brampton GP, as vendor (the “**Vendor**”), and Jones Healthcare Group, Inc. ("**Jones**"), as purchaser (the "**Purchaser**"), dated ~~[DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and~~ as of July [●], 2026 and (ii) vesting in the Purchaser all of the ~~Debtor's~~Vendor's right, title and interest in and to the purchased assets as described in the ~~Sale Agreement~~APA (the ~~"~~“**Purchased Assets**~~"~~”), was heard this day by video conference at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Report~~ Motion Record 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 ~~Receiver, [NAMES OF OTHER PARTIES APPEARING],~~ Debtors and counsel for the Purchaser, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~service sworn ~~[DATE]~~on July 20, 2026 and July 24, 2026 filed~~[1]~~:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record of the Debtors, 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. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,~~[2]~~ and the execution of the ~~Sale Agreement by the Receiver~~~~[3]~~APA is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Vendor, in consultation with the Proposal Trustee, may deem necessary~~. The Receiver~~ with the consent of the Purchaser. The Vendor, in consultation with the Proposal Trustee, is hereby authorized and directed to take such

~~[1] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

~~[2] In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

~~[3] In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

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. ~~2.~~ **THIS COURT ORDERS** ~~AND DECLARES~~ that upon the delivery of ~~a Receiver's~~the Proposal Trustee's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the ~~"Receiver's~~"**Proposal Trustee Certificate**~~"~~"), all of the ~~Debtor's~~Vendor's right, title and interest in and to the Purchased Assets described in the ~~Sale Agreement [and listed on Schedule B hereto]~~[4]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**~~"~~[5]") including, without limiting the generality of the foregoing: (i) ~~any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; (ii)~~ 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

~~[4] To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

~~[5] The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

personal property registry system~~; and (iii) those Claims listed on Schedule C hereto~~ in any province (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 D) and, for~~"). 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.

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION} of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*][6], the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

6. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds[7] 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 ~~Receiver's~~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[8], 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.

[6] ~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

[7] ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

[8] ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

7. ~~5.~~ **THIS COURT ORDERS AND DIRECTS** the ~~Receiver~~Proposal Trustee to file with the Court and serve on the service list a copy of the ~~Receiver's~~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. ~~6.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the ~~Receiver is~~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 ~~Company's~~Vendor's records pertaining to the ~~Debtor's~~Vendor's past and current employees, including personal information of those employees ~~listed on Schedule "●" to the Sale Agreement~~. 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 ~~Debtor~~Vendor.

10. ~~7.~~ **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 ~~*Bankruptcy and Insolvency Act* (Canada)~~BIA in respect of the ~~Debtor~~Vendor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the ~~Debtor~~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 ~~Debtor~~Vendor and shall not be void or voidable by creditors of the ~~Debtor~~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 ~~*Bankruptcy and Insolvency Act* (Canada)~~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.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

GENERAL

11. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, agency or regulatory or administrative ~~body~~bodies, having jurisdiction in Canada~~ or in~~, the United States of America or any other jurisdiction, to give effect to this Order and to assist the ~~Receiver and its~~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 ~~Receiver~~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 ~~Receiver and its~~Debtors and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

~~Revised: January 21, 2014~~

Schedule “A”

~~Schedule A —~~Form of ~~Receiver's~~Proposal Trustee's Certificate

Court File No. ~~——————~~BK-26-03389454-0032

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

~~B E T W E E N:~~

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

~~**PLAINTIFF**~~

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.

~~Plaintiff~~

~~- and -~~

~~**DEFENDANT**~~

~~Defendant~~

~~RECEIVER'S~~PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

~~A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").~~

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, Inc. (the "**Purchaser**") entered into an asset purchase agreement dated July [●], 2026 (the "**APA**").

D. ~~**B.**~~ Pursuant to ~~**AN**~~the Asset Approval and Vesting Order of the ~~**COURT**~~ Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated ~~**[DATE]**~~July 28, 2026, the Court approved the ~~**AGREEMENT OF PURCHASE AND SALE MADE AS OF [DATE OF AGREEMENT] (THE "SALE AGREEMENT") BETWEEN THE RECEIVER [DEBTOR] AND [NAME OF PURCHASER] (THE "PURCHASER") AND PROVIDED FOR THE VESTING IN THE PURCHASER OF THE DEBTOR'S**~~ 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 ~~**RECEIVER**~~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**~~closing as set out in ~~**SECTION • OF**~~ the ~~**SALE AGREEMENT**~~APA have been satisfied or waived by the ~~**RECEIVER**~~Vendor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~**RECEIVER**~~Proposal Trustee.

~~C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.~~

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.

[Link-to-previous setting changed from on in original to off in modified.].

THE ~~RECEIVER~~PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser has paid ~~and the Receiver has received~~ the Purchase Price ~~for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement~~in accordance with the APA;

2. The Proposal Trustee has received written confirmation from the Vendor and the Purchaser that all conditions to ~~Closing as set out in section ● of the Sale Agreement~~closing have been satisfied or waived by the ~~Receiver and~~Vendor or the Purchaser, as applicable; and

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

~~4.~~ This Certificate was delivered by the ~~Receiver~~Proposal Trustee at ________ ~~[TIME]~~ on _______ ~~[DATE]~~2026.

[Link-to-previous setting changed from on in original to off in modified.].

[Link-to-previous setting changed from on in original to off in modified.].

[Link-to-previous setting changed from on in original to off in modified.].

BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS | Court File No. BK-26-03389454-0032

THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF GOOD
DUSTRIAL CANADA LP, et al.

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding Commenced at
Toronto

ASSET APPROVAL AND VESTING ORDER

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Lawyers for the Debtors

~~**Schedule B – Purchased Assets**~~

~~Schedule C – Claims to be deleted and expunged from title to Real Property~~

~~Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property~~

~~(unaffected by the Vesting Order)~~

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 2026-07-24 2:39:34 PM	
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TAB 5

Court File No. BK-26-03389454-0032

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

THE HONOURABLE	)	TUESDAY, THE 28th
	)	
JUSTICE STEELE	)	DAY 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"**), as purchaser (the "**Purchaser"**) dated July [●], 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 and legally described in **Schedule "A"** attached hereto, including the Building (as defined in the APS) (collectively, the "**Real Property"**); (ii) approving the lease dated as of July [●], 2026 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 Motion Record 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 appearing for any other person on the service list, although properly served as 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, 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, 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.

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

9. **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

10. **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

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"

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
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)

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.

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**") dated July [●], 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:

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

Court File No. BK-26-03389454-0032

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding Commenced at
Toronto

REAL PROPERTY APPROVAL AND VESTING ORDER

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Lawyers for the Debtors

TAB 6

Court File No. BK-26-03389454-0032

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

THE HONOURABLE	)	TUESDAY, THE ~~21ST~~28th
	)	
JUSTICE STEELE	)	DAY 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"**), as purchaser (the "**Purchaser"**) dated July [●], 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 and legally described in **Schedule "A"** attached hereto, including the Building (as defined in the APS) (collectively, the "**Real Property"**)~~, as appended to the first report of TDB Restructuring Limited in its capacity as proposal trustee of the Debtors (in such capacity, the "**Proposal Trustee**") dated July [●], 2026 (the "**First Report**")~~; (ii) approving the lease dated as of July [●], 2026 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 Motion Record of the Debtors dated ~~[●**NTD**], the~~ 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 appearing for any other person on the service list, although properly served as 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, ~~and~~ the First Report ~~is~~, 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 ~~or~~, 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, 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.

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

9. **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

10. **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

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"

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
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)

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.

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**") dated July [●], 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 ~~21~~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:

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

Court File No. BK-26-03389454-0032

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding Commenced at
Toronto

REAL PROPERTY APPROVAL AND VESTING ORDER

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Lawyers for the Debtors

Summary report: **Litera Compare for Word 11.10.0.38 Document comparison done on 2026-07-24 2:34:24 PM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://dmswork.millerthomson.corp/LEGAL/94155808/4	
Modified DMS: iw://dmswork.millerthomson.corp/LEGAL/94155808/5	
Changes:	
Add	12
~~Delete~~	10
~~Move From~~	1
Move To	1
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	24

TAB 7

Court File No. ~~———~~BK-26-03389454-0032

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

THE HONOURABLE	))	TUESDAY, THE 28th
~~THE HONOURABLE~~	) ~~)~~	~~WEEKDAY, THE #~~
JUSTICE ~~———~~STEELE	~~)~~	DAY OF ~~MONTH~~JULY, ~~20YR~~2026

~~B E T W E E N:~~

~~**PLAINTIFF**~~

~~Plaintiff~~

~~- and -~~

~~**DEFENDANT**~~

~~Defendant~~

~~**APPROVAL AND VESTING ORDER**~~

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

~~THIS MOTION, made by [RECEIVER'S NAME] in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.~~

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**"), as purchaser (the "**Purchaser**") dated July [●], 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 and legally described in **Schedule "A"** attached hereto, including the Building (as defined in the APS) (collectively, the "**Real Property**"); (ii) approving the lease dated as of July [●], 2026 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 ~~Report~~Motion Record 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 ~~Receiver, [NAMES OF OTHER PARTIES APPEARING],~~

Debtors and counsel for the Purchaser, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME] sworn [DATE]~~service of Shallon Garrafa sworn on July 20, 2026 and July 24, 2026 filed~~[1]~~:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record of the Debtors, 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. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,~~[2]~~ and the execution of the ~~Sale Agreement by the Receiver[3]~~APS is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Vendor, in consultation with the Proposal Trustee, may deem necessary~~. The Receiver~~ with the consent of the Purchaser. The Vendor, in consultation

---

~~[1] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

~~[2] In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

~~[3] In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

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. ~~2.~~ **THIS COURT ORDERS** ~~AND DECLARES~~ that upon the delivery of ~~a Receiver's~~the Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule** ~~A~~**"B"** hereto (the ~~"Receiver's Certificate"), all of the Debtor's~~ "**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 ~~Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~[4]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, ~~or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise~~judgments, writs of execution, notices of sale, restrictions, adverse claims, options, rights of first refusal, interests, licences, encroachments (collectively, the ~~"~~"**Claims**~~"~~[5]") including, without limiting the generality

[4] ~~To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

[5] ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out,~~

of the foregoing: (i) ~~any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; (ii)~~ 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~~; and (iii) those Claims listed on Schedule C hereto~~ in any province (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 D) and, for greater certainty, this Court orders that all of the~~"), and all such Encumbrances affecting or relating to the ~~Purchased Assets~~Real Property are hereby expunged and discharged as against the ~~Purchased Assets~~Real Property.

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION} of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*][6], the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

6. ~~4.~~ **THIS COURT ORDERS** that, for the purposes of determining the nature and priority of Claims, the net proceeds[7] from the sale of the ~~Purchased Assets~~Real Property shall stand in the place and stead of the ~~Purchased Assets~~Real Property, and that, from and after the delivery of the ~~Receiver's~~Proposal Trustee's Certificate, all Claims and Encumbrances, other than the Permitted

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~~if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~[6] Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

~~[7] The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

Encumbrances (as defined in the APS) shall attach to the net proceeds from the sale of the ~~Purchased Assets~~Real Property with the same nature and priority as they had with respect to the ~~Purchased Assets~~Real Property immediately prior to the sale[8], as if the ~~Purchased Assets~~Real Property had not been sold and remained in the possession or control of the ~~person having that possession or control immediately prior to the sale~~Vendor.

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

8. ~~6.~~ **THIS COURT ORDERS** that~~, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. 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 Debtor.~~ 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.

9. ~~7.~~ **THIS COURT ORDERS** that, notwithstanding:

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[8] ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the ~~*Bankruptcy and Insolvency Act* (Canada)~~*BIA* in respect of the ~~Debtor~~Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the ~~Debtor~~Debtors;

the vesting of the ~~Purchased Assets~~Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor and~~Ontario RE shall not be void or voidable by creditors of ~~the Debtor~~Ontario RE, nor shall it constitute ~~nor~~or be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue~~, ~~ or other reviewable transaction under the ~~*Bankruptcy and Insolvency Act* (Canada)~~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

10. ~~8.~~ **THIS COURT ORDERS** ~~AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~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

11. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, agency or regulatory or administrative ~~body~~bodies, having jurisdiction in Canada ~~or in~~, the United States of America or any other jurisdiction, to give effect to this Order and to assist the ~~Receiver and its~~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 ~~Receiver~~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 ~~Receiver and its~~Debtors and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

~~Revised: January 21, 2014~~

Schedule "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

PIN 14021-0094 (LT)

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

Schedule "B"

~~Schedule A —~~ Form of ~~Receiver's~~Proposal Trustee's Certificate

Court File No. ~~__________~~BK-26-03389454-0032

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

~~B E T W E E N:~~

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

~~**PLAINTIFF**~~

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

[Link-to-previous setting changed from on in original to off in modified.].

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.

~~Plaintiff~~

~~- and -~~

~~**DEFENDANT**~~

~~Defendant~~

~~RECEIVER'S~~PROPOSAL TRUSTEE'S CERTIFICATE

RECITALS

~~A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").~~

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**") dated July [●], 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. ~~**B.**~~ Pursuant to ~~AN~~the Real Property Approval and Vesting Order of the ~~**COURT**~~ Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated ~~**[DATE]**~~July 28, 2026, the Court approved the ~~**AGREEMENT OF PURCHASE AND SALE MADE AS OF [DATE OF AGREEMENT] (THE "SALE AGREEMENT") BETWEEN THE RECEIVER [DEBTOR] AND [NAME OF PURCHASER] (THE "PURCHASER")**~~

[Link-to-previous setting changed from on in original to off in modified.].

~~AND PROVIDED FOR THE VESTING IN THE PURCHASER OF THE DEBTOR'S~~ transaction (the "**Transaction**") contemplated by the APS and ordered that all of the Vendor's right, title and interest in and to the ~~PURCHASED ASSETS, WHICH VESTING IS TO BE EFFECTIVE WITH RESPECT TO THE PURCHASED ASSETS~~ 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 ~~RECEIVER~~Proposal Trustee to the Purchaser and the Vendor of a certificate confirming: (i) the ~~PAYMENT BY THE~~ Purchaser ~~OF~~has paid the Purchase Price for the ~~PURCHASED ASSETS~~Real Property; (ii) ~~THAT~~ the conditions to ~~CLOSING AS~~closing set out in ~~SECTION ● OF~~ the ~~SALE AGREEMENT~~APS have been satisfied or waived by the ~~RECEIVER~~Vendor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~RECEIVER~~Proposal Trustee.

~~C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.~~

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 ~~RECEIVER~~**PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser has paid ~~and the Receiver has received~~ the Purchase Price ~~for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement~~in accordance with the APS;

2. The Proposal Trustee has received written confirmation from the Vendor and the Purchaser that all conditions to ~~Closing as set out in section ● of the Sale Agreement~~closing have been satisfied or waived by the ~~Receiver and~~Vendor or the Purchaser, as applicable; and

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

~~4.~~ This Certificate was delivered by the ~~Receiver~~Proposal Trustee at ________ ~~[TIME]~~ on _______ ~~[DATE]~~2026.

[Link-to-previous setting changed from on in original to off in modified.].

[Link-to-previous setting changed from on in original to off in modified.].

[Link-to-previous setting changed from on in original to off in modified.].

BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS | Court File No. BK-26-03389454-0032

THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF GOOD
DUSTRIAL CANADA LP, et al.

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding Commenced at
Toronto

REAL PROPERTY APPROVAL AND VESTING ORDER

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Lawyers for the Debtors

~~**Schedule B – Purchased Assets**~~

~~Schedule C – Claims to be deleted and expunged from title to Real Property~~

~~Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property~~

~~(unaffected by the Vesting Order)~~

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 2026-07-24 2:37:34 PM	
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Intelligent Table Comparison: Active	
Original DMS: iw://dmswork.millerthomson.corp/LEGAL/94222022/1	
Modified DMS: iw://dmswork.millerthomson.corp/LEGAL/94155808/5	
Changes:	
Add	166
~~Delete~~	192
~~Move From~~	38
Move To	38
Table Insert	3
~~Table Delete~~	14
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	451

TAB 8

Court File No. BK-26-03389454-0032

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

THE HONOURABLE	)	TUESDAY, THE 28th
	)	
JUSTICE STEELE	)	DAY 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.

ANCILLARY RELIEF 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. (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) administratively consolidating the NOI proceedings of the Debtors, (ii) granting a declaration in respect of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 (the "**WEPPA**"), and (iii) approving the sealing order over the Confidential Appendices (as defined below), was heard this day via videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record 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**"), the supplementary report of the Proposal Trustee dated July 24, 2026 (the "**Supplementary Report**") and on hearing the submissions of counsel for the Debtors and counsel for the Purchaser, and no one appearing for any other person on the service list, although properly served as 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 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 Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

ADMINISTRATIVE CONSOLIDATION

3. THIS COURT ORDERS that the Notice of Intention ("**NOI**") proceedings of Good Natured Products Industrial Canada GP Inc. (Estate No. 32-3389454), Good Natured Products Packaging Brampton LP (Estate No. 32-3389455), Good Natured Products Packaging Brampton GP Inc. (Estate No. 32-3389456), Good Natured Products Packaging Canada LP (Estate No. 32-3389457), Good Natured Products Packaging Canada GP Inc. (Estate No. 32-3389458), Good Natured Products Industrial Canada LP (Estate No. 35-3389459), and Good Natured Real Estate Holdings (Ontario) Inc. (Estate No. 32-3397080) are hereby administratively consolidated and

shall continue under Court File No. BK-26-03389454-0032 ("**Consolidated Proceeding**"), and all future materials shall be filed only in the Consolidated Proceeding.

4. The style of cause in the Consolidated Proceeding is amended to reflect all of the Debtors subject to the Proceedings.

5. All steps taken, materials filed, and orders made in the NOI proceedings prior to this Order shall be deemed to have been taken, filed, and made in the Consolidated Proceeding.

6. The Court file for each of the NOI proceedings, other than the Consolidated Proceeding, shall be closed for administrative purposes.

WEPPA DECLARATION

7. **THIS COURT ORDERS** that, pursuant to subsections 5(1)(b)(iv) and 5(5) of the WEPPA, effective as of the date of this Order, the Debtors meet the criteria prescribed by section 3.2 of the Wage Earner Protection Program Regulations, SOR/2008-222.

SEALING

8. **THIS COURT ORDERS** that the confidential appendices referred to in the First Report and the Supplementary Report, and provided to the Court in the Confidential Brief, shall be sealed, kept confidential, and shall not form part of the public record. The Confidential Brief shall be placed separate and apart from all other contents of the Court file in a sealed envelope bearing the title of these proceedings and a statement that its contents are subject to this Sealing Order and shall not be opened except by further Order of this Court.

GENERAL

9. **THIS COURT ORDERS** that the Debtors or the Proposal Trustee may apply to this Court as necessary to seek further orders and directions to give effect to this Order.

10. **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 Debtors and the Proposal Trustee 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 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.

11. **THIS COURT ORDERS** that each of the Debtors and the Proposal Trustee 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.

____

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

Court File No. BK-26-03389454-0032

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding Commenced at
Toronto

ANCILLARY RELIEF ORDER

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Lawyers for the Debtors

TAB 9

Court File No. BK-26-03389454-0032

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

THE HONOURABLE	)	TUESDAY, THE ~~21ST~~28th
	)	
JUSTICE STEELE	)	DAY 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.

ANCILLARY RELIEF 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. (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) ~~extending the stay of proceedings, (ii)~~ administratively consolidating the NOI proceedings of the Debtors, (~~iii~~ii) granting a declaration in respect of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 (the "**WEPPA**"), and (~~iv~~iii) approving the sealing order over the Confidential Appendices (as defined below), was heard this day via videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Debtors dated ~~[●NTD]~~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**"), the supplementary report of the Proposal Trustee dated July 24, 2026 (the "**Supplementary Report**") and on hearing the submissions of counsel for the Debtors and counsel for the Purchaser, and no one appearing for any other person on the service list, although properly served as 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 Motion Record of the Debtors dated July ~~[●] and~~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 Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

~~**EXTENSION OF STAY OF PROCEEDINGS**~~

~~3. **THIS COURT ORDERS** that the stay of proceedings in respect of the Debtors is hereby extended to and including September 5, 2026.~~

ADMINISTRATIVE CONSOLIDATION

3. ~~4.~~ THIS COURT ORDERS that the Notice of Intention ("**NOI**") proceedings of Good Natured Products Industrial Canada GP Inc. (Estate No. 32-3389454), Good Natured Products Packaging Brampton LP (Estate No. 32-3389455), Good Natured Products Packaging Brampton

GP Inc. (Estate No. 32-3389456), Good Natured Products Packaging Canada LP (Estate No. 32-3389457), Good Natured Products Packaging Canada GP Inc. (Estate No. 32-3389458), Good Natured Products Industrial Canada LP (Estate No. 35-3389459), and Good Natured Real Estate Holdings (Ontario) Inc. (Estate No. 32-3397080) are hereby administratively consolidated and shall continue under Court File No. BK-26-03389454-0032 (“**Consolidated Proceeding**”), and all future materials shall be filed only in the Consolidated Proceeding.

4. The style of cause in the Consolidated Proceeding is amended to reflect all of the Debtors subject to the Proceedings.

5. All steps taken, materials filed, and orders made in the NOI proceedings prior to this Order shall be deemed to have been taken, filed, and made in the Consolidated Proceeding.

6. The Court file for each of the NOI proceedings, other than the Consolidated Proceeding, shall be closed for administrative purposes.

WEPPA DECLARATION

7. ~~5.~~ **THIS COURT ORDERS** that, pursuant to subsections 5(1)(b)(iv) and 5(5) of the WEPPA, effective as of the date of this Order, the Debtors meet the criteria prescribed by section 3.2 of the Wage Earner Protection Program Regulations, SOR/2008-222.

SEALING

8. ~~6.~~ **THIS COURT ORDERS** that the confidential appendices ~~appended~~referred to in the First Report and the Supplementary Report, and provided to the Court ~~for review~~in the Confidential Brief, shall be sealed, kept confidential, and shall not form part of the public record~~,~~ ~~but~~. The Confidential Brief shall be placed separate and apart from all other contents of the Court

file~~,~~ in a sealed envelope ~~attached to a notice that sets out~~bearing the title of these proceedings and a statement that ~~the~~its contents are subject to ~~a sealing order~~this Sealing Order and shall ~~only~~not be opened ~~upon~~except by further ~~order~~Order of ~~the~~this Court.

GENERAL

9. ~~7.~~ **THIS COURT ORDERS** that the Debtors or the Proposal Trustee may apply to this Court as necessary to seek further orders and directions to give effect to this Order.

10. ~~8.~~ **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 Debtors and the Proposal Trustee 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 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.

11. ~~9.~~ **THIS COURT ORDERS** that each of the Debtors and the Proposal Trustee 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.

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

Court File No. BK-26-03389454-0032

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding Commenced at
Toronto

ANCILLARY RELIEF ORDER

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

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ONTARIO
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SUPPLEMENTAL MOTION RECORD

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