



Court File No. CV-23-00711935-00CL

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

THE HONOURABLE) FRIDAY, THE 5TH
JUSTICE OSBORNE)
DAY OF APRIL, 2024

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **TREES CORPORATION, ONTARIO
CANNABIS HOLDINGS CORP., MIRACULO INC., 2707461
ONTARIO INC., OCH ONTARIO CONSULTING CORP.,
AND 11819496 CANADA INC.** (the “Applicants”)

**ORDER
(Approval and Reverse Vesting Order)**

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, (the “**CCAA**”) for an order, among other things: (i) approving the amended share purchase agreement between Trees Corporation (“**Trees**”) and One Plant (Retail) Corp. (in such capacity, the “**Purchaser**”) dated March 25, 2024 (the “**Share Purchase Agreement**”) and the transactions contemplated therein (the “**Transaction**”), (ii) adding 15892929 Canada Inc. (“**ResidualCo**”) as an applicant to these CCAA proceedings; (iii) transferring and vesting all of the Applicants’ right, title and interest in and to the Excluded Assets, Excluded Contracts, Excluded Leases and Excluded Liabilities (as defined in the Share Purchase Agreement) to and in ResidualCo; (iv) authorizing and directing Trees to file the Articles of Amendment, vesting all of the right, title and interest in and to the

Post-Consolidation Shares (as defined in the Share Purchase Agreement) in the Purchaser free and clear of all Claims and Encumbrances (each as defined below); (v) releasing and discharging all Claims and Encumbrances (each as defined below) from the Applicants' Property (as defined below); and (vi) canceling and terminating, without consideration, all Equity Interests (as defined in the Share Purchase Agreement) of Trees other than the Post-Consolidation Shares, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants dated March 25, 2024 (the "**Motion Record**"), the Second Report of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as Monitor (in such capacity, the "**Monitor**") dated March 27, 2024 (the "**Second Report**"), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Purchaser and those other parties listed on the Participant Information Form, no one else appearing although duly served as appears from the affidavit of service of Rudrakshi Chakrabarti sworn March 27, 2024, filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the notice of motion of the Applicants dated March 25, 2024 (the "**Notice of Motion**") and Motion Record is validated such that this Motion is properly returnable today, and further service of the Notice of Motion and the Motion Record is hereby dispensed with.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Share Purchase Agreement.

APPROVAL AND VESTING

3. **THIS COURT ORDERS** that the Share Purchase Agreement and the Transaction be and are hereby approved, and that the execution of the Share Purchase Agreement by Trees is hereby authorized, approved and ratified, with such minor amendments as the parties thereto may deem necessary, with the consent of the Monitor. Trees is hereby authorized and directed to perform its obligations under the Share Purchase Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, including the filing of the Articles of Amendment, the conveyance of the New Common Shares and the Post-Consolidation Shares to the Purchaser, and the cancellation of Equity Interests (other than the Post-Consolidation Shares).

4. **THIS COURT ORDERS** that notwithstanding any provision hereof, the closing of the Transaction shall be deemed to occur in the manner, order and sequence set out in the Share Purchase Agreement, including in accordance with the Implementation Steps, with such alterations, changes or amendments as may be agreed to by the Purchaser and Trees, with the consent of the Monitor, provided that such alterations, changes or amendments do not materially alter or impact the Transaction or the consideration which the Applicants and/or its applicable stakeholders will benefit from as part of the Transaction.

5. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicants to proceed with the Transaction (including, for certainty, the Pre-Closing Reorganization and the Implementation Steps), and that no shareholder or other approval shall be required in connection therewith.

6. **THIS COURT ORDERS** that upon the Monitor's delivery of a certificate substantially in the form attached hereto as Schedule "A" (the "**Monitor's Certificate**") to the Purchaser (the "**Effective Time**"), the following shall occur and shall be deemed to have occurred immediately prior to the Effective Time in the following sequence:

- (a) first, all of the Applicants' right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, with all applicable Claims and Encumbrances (each as defined below) continuing to attach to the Excluded Assets and to the Proceeds (as defined below) in accordance with paragraph 10 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;
- (b) second, all Excluded Contracts, Excluded Leases, and Excluded Liabilities shall be channeled to, assumed by and vested absolutely and exclusively in ResidualCo, such that the Excluded Contracts, Excluded Leases and Excluded Liabilities shall become the obligations of ResidualCo, and shall no longer be obligations of the Applicants and all of the Applicants' respective assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate, including property held in trust for the Applicants (the "**Applicants' Property**"), shall be and are hereby forever released and discharged from such Excluded Contracts, Excluded Leases and Excluded Liabilities and all related Claims and all Encumbrances affecting or relating to the Applicants' Property are to be expunged and discharged as against the Applicants' Property;
- (c) third, in consideration for the Purchase Price, Trees shall issue the New Common Shares to the Purchaser, and all of the right, title and interest in and to the New

Common Shares shall vest absolutely in the Purchaser, and the Applicants' assets, other than the Excluded Assets, will be retained by the Applicants, free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Second Amended and Restated Initial Order dated January 29, 2024 (as may be further amended or restated from time to time, the "**Amended and Restated Initial Order**") or any other Order of the Court in the CCAA Proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry systems; (iii) any charges, security interests or claims evidenced by registrations pursuant to the *Land Titles Act* (Ontario), the *Registry Act* (Ontario), the *Land Registration Reform Act* (Ontario) or any other real property or real property related registry or recording system; and (iv) those Claims listed on Schedule "B" (all of which are collectively referred to as the

“**Encumbrances**”, which term shall not include the Permitted Encumbrances listed on Schedule “C” hereto with respect to the Share Purchase Agreement);

- (d) fourth, the Articles of Amendment in respect of Trees shall be filed or deemed to have been filed which, among other things, will: (i) consolidate the New Common Shares and the Existing Shares on the basis of the Consolidation Ratio; (ii) provide for such additional changes to the rights and conditions attached to the New Common Shares as may be requested by the Purchaser; and (iii) if necessary, provide for the cancellation of any fractional New Common Shares or Existing Shares immediately following the consolidation referred to in (i) above;
- (e) fifth, any fractional New Common Shares and all Equity Interests of Trees outstanding prior to the issuance of the New Common Shares (other than the Post-Consolidation Shares), including all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person (defined below) which are convertible or exchangeable for any securities of Trees or which require the issuance, sale or transfer by Trees, of any shares or other securities of Trees and/or the share capital of Trees, or otherwise relating thereto, shall be deemed terminated and cancelled without consideration and the only Equity Interests of Trees that shall remain shall be the Post-Consolidation Shares, which shall represent 100% of Trees’ issued and outstanding equity; and
- (f) sixth, the Applicants shall be deemed to cease being Applicants in these CCAA Proceedings, and the Applicants shall be deemed to be released from the purview of the Amended and Restated Initial Order and all other Orders of this Court

granted in respect of these CCAA proceedings, save and except for this Order, the provisions of which (as they relate to the Applicants) shall continue to apply in all respects.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transaction.

8. **THIS COURT ORDERS** that the Monitor may rely on written notice from Trees and the Purchaser regarding the fulfilment of conditions to closing under the Share Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

9. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicants, the Applicants' Property or the Excluded Assets (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and a copy of this Order as though they were originals and to register such transfers and interest authorizations as may be required to give effect to the terms of this Order and the Share Purchase Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interest against any of the Property and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations on the Applicants' Property and the Excluded Assets, as applicable.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, subject to the satisfaction of the Priority Payments and the Administrative Expense

Amount in accordance with the Share Purchase Agreement and paragraph 11 hereof, the net proceeds, if any, from the sale of the New Common Shares (including, for greater certainty, the Cash Consideration) (the “**Proceeds**”) shall stand in the place and stead of the Applicants’ Property, and that from and after the delivery of the Monitor’s Certificate, all Claims and Encumbrances shall attach to the Proceeds and the Excluded Assets with the same priority as they had with respect to the Applicants’ Property immediately prior to the Transaction as if the Transaction had not occurred.

11. **THIS COURT ORDERS** that the Administrative Expense Amount held by the Monitor shall be subject to the CCAA Charges, and any remaining portion of the Administrative Expense Amount after payment in full of the Administrative Expense Costs and the other amounts, if any, secured by the CCAA Charges shall be paid to Trees in accordance with the terms of the Share Purchase Agreement.

12. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Applicants are authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser all human resources and payroll information in the Applicants’ records pertaining to past and current employees of the Applicants. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Applicants.

13. **THIS COURT ORDERS** that, at the Effective Time and without limiting the provisions of paragraph 6 hereof, the Purchaser, the Applicants and the Monitor shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent), or obligations with

respect to any Taxes (including penalties and interest thereon) of, collectible by, or that relate to, the Applicants, including without limiting the generality of the foregoing, all Taxes that could be assessed against the Purchaser or the Applicants (including its affiliates and any predecessor corporations) pursuant to section 325 of the *Excise Tax Act*, R.S.C. 1985 c. E-15, section 160 of the *Income Tax Act*, R.S.C. 1985 c. 1 (5th Supp.), or any provincial equivalent, in connection with the Applicants or that relate to the transfer of any property or services by the Applicants pursuant to this Order, provided that, as it relates to the Applicants, such release shall not apply to: (a) Taxes in respect of the business and operations conducted by the Applicants after the Effective Time, or (b) Taxes that are an Assumed Liability in the Share Purchase Agreement, including the Pre-Filing GST/HST Obligations. For greater certainty, nothing in this paragraph shall release or discharge any Claims with respect to Taxes that are transferred to ResidualCo.

14. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Share Purchase Agreement, all pending and executory contracts, agreements, leases and arrangements (whether oral or written) by which any of the Applicants or any of their property or assets is bound or under which any of the Applicants has rights (each, a “**Contract**”) to any of the Applicants is a party at the time of delivery of the Monitor’s Certificate will be and remain in full force and effect upon and following delivery of the Monitor’s Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicants);
- (b) the insolvency of the Applicants or the fact that the Applicants sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Share Purchase Agreement, the Transaction or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (d) any transfer or assignment, or any change of control of the Applicants arising from the implementation of the Share Purchase Agreement, the Transaction or the provisions of this Order.

15. **THIS COURT ORDERS**, for greater certainty, that (a) nothing in paragraph 14 hereof shall waive, compromise or discharge any obligations of the Applicants in respect of any Assumed Liabilities, and (b) the designation of any Claim as an Assumed Liability is without prejudice to the Applicants' right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing in this Order or the Share Purchase Agreement shall affect or waive the Applicants' rights and defences, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set offs or recoupments against such Assumed Liability.

16. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Applicants then existing or previously committed by the Applicants, or caused by the Applicants, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation, expressed or implied in any Contract existing between such Person and the Applicants arising directly or indirectly from the commencement of the CCAA Proceedings and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 14 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Applicants from performing its obligations under the Share Purchase Agreement or be a waiver of defaults by the Applicants under the Share Purchase Agreement and the related documents.

17. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, audits, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Applicants relating in any way to or in respect of any Excluded Assets, Excluded Liabilities, Excluded Contracts or Excluded Leases and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order.

18. **THIS COURT ORDERS** that from and after the Effective Time:

- (a) the nature of the Assumed Liabilities retained by the Applicants, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transaction or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo;
- (c) any Person that prior to the Effective Time had a valid right or claim against the Applicants under or in respect of any Excluded Asset, Excluded Contract, Excluded Lease or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Applicants but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Contract or Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo; and
- (d) the Excluded Liability Claim of any Person against ResidualCo following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Applicants prior to the Effective Time.

19. **THIS COURT ORDERS** that, as of the Effective Time:

- (a) ResidualCo shall be a company to which the CCAA applies; and
- (b) ResidualCo shall be added as an Applicant in these CCAA Proceedings and all references in any Order of the Court in respect of these CCAA Proceedings to:
 - (i) an “Applicant” shall refer to and include ResidualCo; and
 - (ii) “Property” shall

include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo (the “**ResidualCo Property**”), and, for greater certainty, each of the Charges (as defined in the Amended and Restated Initial Order), shall constitute a charge on the ResidualCo Property.

20. **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*, RSC 1985, c B-3 (the “**BIA**”), in respect of ResidualCo and any bankruptcy order issued pursuant to any such applications;
and
- (c) any assignment in bankruptcy made in respect of ResidualCo,

the Share Purchase Agreement, the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts, Excluded Leases and Excluded Liabilities in and to ResidualCo and the transfer and vesting of the Post-Consolidation Shares in and to the Purchaser and the issuance of the New Common Shares to the Purchaser) and any payments by or to the Purchaser, ResidualCo or the Monitor authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of ResidualCo and shall not be void or voidable by creditors of ResidualCo, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other

applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

MONITOR

21. **THIS COURT ORDERS** that nothing in this Order, including the release of the Applicants from the purview of these CCAA Proceedings pursuant to paragraph 6(f) hereof and the addition of ResidualCo as an Applicant in these CCAA Proceedings, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings, and FTI shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Amended and Restated Initial Order, any other Orders in these CCAA proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

22. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under this paragraph 22.

23. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (a) be deemed to have taken part in the management or supervision of the management of the Applicants or ResidualCo or to have taken or maintained possession or

control of the business or property of any of the Applicants or ResidualCo, or any part thereof; or
(b) be deemed to be in Possession (as defined in the Amended and Restated Initial Order) of any property of the Applicants or ResidualCo within the meaning of any applicable Environmental Legislation and/or Cannabis Legislation (both as defined in the Amended and Restated Initial Order) or otherwise.

24. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, the Monitor, its employees and representatives are not and shall not be or be deemed to be, a director, officer, or employee of ResidualCo, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising as a direct result of the gross negligence or wilful misconduct of the Monitor.

25. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors of or legal representative of ResidualCo.

RESIDUALCO

26. **THIS COURT ORDERS** that Jeffrey Holmgren (the “**First Director**”) is hereby authorized, *nunc pro tunc*, to act as a director and officer of ResidualCo and, in such capacity, is authorized to take such steps and perform such tasks as are necessary or desirable to facilitate the terms of this Order and the Transaction.

27. **THIS COURT ORDERS** that the First Director shall not incur any liability as a result of becoming a director or officer of ResidualCo, save and except any liability or obligation incurred as a result of gross negligence or wilful misconduct on his part.

RELEASES

28. **THIS COURT ORDERS** that effective upon the filing of the Monitor's Certificate:

(a) the Applicants and their present directors, officers, employees and financial and legal advisors; (b) the First Director and legal counsel to ResidualCo; and (c) One Plant (Retail) Corp., in its capacities as (i) Purchaser, (ii) DIP Lender, and (iii) secured creditor of the Applicants, and its current and former directors, officers, partners, employees, financial and legal advisors (collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, claims for contribution or indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) (collectively, "**Claims**") based in whole or in part of any act or omission, transaction, dealing or other occurrence existing or taking place during these CCAA Proceedings and prior to the filing of the Monitor's Certificate, or undertaken or completed in connection with or pursuant to the terms of this Order or these CCAA Proceedings, or arising in connection with or relating to the Share Purchase Agreement, the completion of the Transaction, the closing documents, any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, the "**Released Claims**"), which Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that nothing herein shall release any claim that that is not permitted to be released pursuant to section 5.1(2)

of the CCAA, or any obligations of any Released Party under, or in connection with, the Share Purchase Agreement or the closing documents.

29. **THIS COURT ORDERS** that effective upon the filing of the Termination Certificate (as defined in the Stay Extension and CCAA Termination Order dated April 5, 2024), the Monitor (in its personal capacity and in its capacity as the Monitor), its counsel, and each of their respective affiliates, officers, directors, partners, employees and agents, as applicable (collectively, the “**Monitor Released Parties**”) are hereby released and forever discharged from any and all Claims that may be made against the Monitor Released Parties that relate to or arise out of any act, omission, transaction, dealing or other occurrence in respect of these CCAA proceedings, including in carrying out any Monitor Incidental Matters (as defined in the Stay Extension and CCAA Termination Order dated April 5, 2024) or carrying out the terms of any Order granted in the CCAA proceedings (collectively, the “**Monitor Released Claims**”), and any such Monitor Released Claims are hereby irrevocably and permanently released, stayed, extinguished, and forever barred and the Monitor Released Parties shall have no liability in respect therefore, save and except for any gross negligence or wilful misconduct on the part of the Monitor Released Parties.

GENERAL

30. **THIS COURT ORDERS** that in the event of a conflict between the terms of this Order and those of the Amended and Restated Initial Order or any other Order of this Court, the provisions of this Order shall govern.

31. **THIS COURT ORDERS** that, following the Effective Time, the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Post-Consolidation Shares and the New Common Shares.

32. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings is hereby changed to:

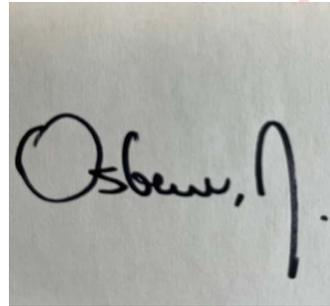
IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF 15892929 CANADA INC.

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

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

35. **THIS COURT ORDERS** that each of ResidualCo and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

36. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. prevailing Eastern Time on the date hereof without any need for entry and/or filing; provided that the transaction steps set out in paragraph 6 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 6 hereof.

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Schedule A – Form of Monitor’s Certificate

Court File No. CV-23-00711935-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF **TREES CORPORATION, ONTARIO**
CANNABIS HOLDINGS CORP., MIRACULO INC., 2707461
ONTARIO INC., OCH ONTARIO CONSULTING CORP.,
AND 11819496 CANADA INC. (the “**Applicants**”)

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to the Initial Order of the Honourable Chief Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 22, 2023, as amended and restated from time to time, the Applicants were granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and FTI Consulting Canada Inc. was appointed as the monitor of the Applicants (in such capacity, the “**Monitor**”).

B. Pursuant to the approval and reverse vesting order of the Court dated April 5, 2024 (the “**Order**”), the Court approved the amended share purchase agreement between Trees Corporation (“**Trees**”) and One Plant (Retail) Corp. (in such capacity, the “**Purchaser**”), dated March 25, 2024 (the “**Share Purchase Agreement**”), and the transaction contemplated therein (the “**Transaction**”), and ordered, *inter alia*, that: (i) all of the Applicants’ right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo; (ii) all of the Excluded Assets, Excluded Contracts, Excluded Leases and Excluded Liabilities shall be transferred to, assumed by and vest in ResidualCo; (iii) all of the right, title and interest in and to

the Post-Consolidation Shares and New Common Shares shall vest absolutely and exclusively in the Purchaser free and clear of all Claims and Encumbrances; (iv) all Claims and Encumbrances shall be released and discharged from the Applicants' Property; and (v) all Equity Interests of Trees other than the Post-Consolidation Shares shall be cancelled and terminated without consideration, all of the foregoing, in each case, to be effective upon the delivery by the Monitor to the Purchaser of a certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from the Purchaser and the Applicants that all conditions to closing have been satisfied or waived by the parties to the Share Purchase Agreement.

C. Capitalized terms not defined herein shall have the meaning given to them in the Order, including those defined by reference to the Share Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Purchaser and Trees, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Share Purchase Agreement.
2. This Monitor's certificate was delivered by the Monitor at _____ on _____, 2024.

**FTI Consulting Canada Inc., in its capacity
as Monitor of the Applicants, and not in its
personal capacity.**

Per: _____

Name:

Title:

Schedule “B” – Encumbrances to be Discharged from the Applicants’ Property

(A) Personal Property Security Interests

1. Ontario

(i) Personal Property Security Act (Ontario)

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE NUMBER	EXPIRY DATE
Trees Corporation	1000321689 Ontario Ltd.	500994765	December 6, 2033
Trees Corporation	1000321689 Ontario Ltd.	500307858	November 14, 2026
OCH Ontario Consulting Corp	Trees Corporation	769866165	February 12, 2026
Ontario Cannabis Holdings Corp.	Arthur Minh Tri Nguyen-Cao	761342562	April 1, 2025
Ontario Cannabis Holdings Corp.	CJ Marketing Ltd.	761342625	April 1, 2025
2707461 Ontario Inc.	OCH Ontario Consulting Corp	760294827	February 21, 2025

2. Alberta

(ii) Personal Property Security Act (Alberta)

DEBTOR NAME(S)	SECURED PARTY NAME(S)	ORIGINAL REGISTRATION NUMBER & TYPE	LATEST REGISTRATION NUMBER	EXPIRY DATE
Ontario Cannabis Holdings Corp.	Nguyen-Cao, Arthur, Minh Tri	20040114345 Security Agreement	20040114345	April 1, 2025
Ontario Cannabis Holdings Corp.	CJ Marketing Ltd.	20040114432 Security Agreement	20040114432	April 1, 2025
2707461 Ontario Inc.	OCH Ontario Consulting Corp.	20022123757 Security Agreement	20022123757	February 21, 2025

3. **British Columbia**

(iii) *Personal Property Security Act (British Columbia)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	BASE REGISTRATION NUMBER & TYPE	EXPIRY DATE
Trees Corporation	Ministry of Finance Receivables Management Office	794602P Crown Charge Filed Pursuant to <i>Provincial Sales Tax Act</i>	Never
Trees Corporation	1000321689 Ontario Ltd.	908280P PPSA Security Agreement	November 14, 2026
Trees Corporation	1000321689 Ontario Ltd.	952895P PPSA Security Agreement	December 6, 2033

(B) Litigation

1. Ontario

PLAINTIFF(S)/ APPELLANT(S)	DEFENDANT(S)/ RESPONDENT(S)	JURISDICTION/ COURT FILE NO.	ADDITIONAL INFORMATION	CASE STATUS
First Land (Overlea) Ltd.	11819496 Canada Inc.	SCJ - Toronto CV-2200682677- 0000	Case Opened Date: 2022-06-15	Judgment Most Recent Order Date: 2023-12-11 Writ Issued on December 13, 2023, Execution # 23-0005567

(C) Real Property Registrations

Ontario – nil

British Columbia - nil

Schedule “C” – Permitted Encumbrances

NIL

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TREES CORPORATION, ONTARIO CANNABIS HOLDINGS CORP., MIRACULO INC., 2707461 ONTARIO INC., OCH ONTARIO CONSULTING CORP., AND 11819496 CANADA INC. (the "**Applicants**")

Court File No. CV-23-00711935-00CL

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

Proceedings commenced at Toronto

**ORDER
(Approval and Reverse Vesting Order)**

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