

**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 BZAM LTD., BZAM HOLDINGS INC., BZAM MANAGEMENT INC.,  
BZAM CANNABIS CORP., FOLIUM LIFE SCIENCE INC., 102172093  
SASKATCHEWAN LTD., THE GREEN ORGANIC DUTCHMAN LTD.,  
MEDICAN ORGANIC INC., HIGH ROAD HOLDING CORP. AND FINAL  
BELL CORP. (collectively the "**Applicants**")

Applicant

**AFFIDAVIT OF JAMIE ERNST  
(sworn October 14, 2024)**

I, JAMIE ERNST, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS  
FOLLOWS:**

1. I am an associate at the law firm of Bennett Jones LLP, counsel for the Applicants in the above-noted proceedings. As such, I have personal knowledge of the matters to which I hereinafter depose in this Affidavit. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all cases, believe it to be true.
2. I swear this affidavit in support of the motion of the Applicants to be heard on October 15, 2024, at 9:00 a.m. before the Honourable Justice Osborne for relief pursuant to the *Companies' Creditor Arrangement Act*, R.S.C. 1985, c. C-36, as amended.
3. On October 8, 2024, I served the motion record of the Applicants (the "**Motion Record**") upon the Service List, which included a copy of the share purchase agreement dated August 23, 2024 (the "**Purchase Agreement**") among BZAM Holdings Inc., BZAM Management Inc., 1000912353 Ontario Inc., and Wyld Canada Inc. at Tab 2, Exhibit "D".
4. Copies of an amended version of the Purchase Agreement and a blackline (changed pages only) to the version included in the Motion Record are attached hereto as **Schedule "A"** and **Schedule "B"**, respectively. The only amendments made to the Purchase Agreement were updates to Schedules "A" – "C" and Schedules "F" – "G".

**SWORN BEFORE ME** over videoconference on this 14<sup>th</sup> day of October, 2024. The affiant was located in the City of Toronto, in the Province of Ontario and the Commissioner was located in the City of Toronto, in the Province of Ontario. This Affidavit was commissioned remotely as a result of COVID-19 and was commissioned in accordance with Ontario Regulation 431/20.



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**LINDA FRASER-RICHARDSON**  
A Commissioner for taking Affidavits  
(or as may be)



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**JAMIE ERNST**

**THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF JAMIE ERNST SWORN  
THE 14TH DAY OF OCTOBER, 2024**



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**LINDA FRASER-RICHARDSON**  
A Commissioner for taking Affidavits  
(or as may be)

**SHARE PURCHASE AGREEMENT**

This Agreement is made as of the 23<sup>rd</sup> day of August, 2024 (the “**Effective Date**”), among:

**BZAM HOLDINGS INC.**  
(the “**Vendor**”)

– and –

**BZAM MANAGEMENT INC.**  
(the “**Company**”)

– and –

**WYLD CANADA INC.**  
(“**Wyld**”)

– and –

**1000912353 ONTARIO INC.**  
(the “**Purchaser**”)

**WHEREAS** on February 28, 2024, the Vendor, the Company, BZAM Ltd., BZAM Cannabis Corp., Folium Life Science Inc., 102172093 Saskatchewan Ltd., The Green Organic Dutchman Ltd., Medican Organic Inc., High Road Holding Corp., and Final Bell Corp. (collectively, the “**BZAM Group**”) applied for and obtained an initial order (as amended and restated on March 8, 2024, and as may be further amended and restated from time to time, the “**Initial Order**”) for creditor protection pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the “**CCAA**”), from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). Pursuant to the Initial Order, FTI Consulting Canada Inc. was appointed as the monitor of the BZAM Group (in such capacity, the “**Monitor**”).

**AND WHEREAS** the Purchaser wishes to purchase 100% of the issued and outstanding shares of the Company. The Vendor has accepted the offer subject to, and in accordance with, the terms and conditions set out in this Agreement.

**AND WHEREAS** the Vendor, the Company and Wyld entered into in an Indemnity & Costs Agreement dated May 31, 2024 (the “**Indemnity & Costs Agreement**”), pursuant to which Wyld agreed to pay for and indemnify the Company and the Vendor for certain costs incurred in connection with this Agreement and the Transaction.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

“**Affiliate**” has the meaning given to the term “affiliate” in the *Business Corporations Act* (Ontario).

“**Agreement**” means this share purchase agreement, as may be amended and/or amended and restated from time to time in accordance with the terms hereof, and “**Article**” and “**Section**” mean and refer to the specified article, section and subsection of this Agreement.

“**Applicable Law**” means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order, in each case, having the force of law, that applies in whole or in part to such Person, property, transaction or event.

“**Approval and Vesting Order**” means an order by the Court, substantially in the form attached hereto as Schedule “**G**” with such changes as may be agreed to by the Parties and approved by the Monitor, among other things, approving and authorizing the Transaction, including the Closing Sequence, and vesting in the Purchaser (or as it may direct) all the right, title and interest of the Vendor in and to the Company Shares.

“**Assumed Contracts**” means all Contracts that are not Excluded Contracts.

“**Assumed Liabilities**” means all Liabilities which relate to the Business under any Assumed Contracts, Permits and Licences (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing.

“**Books and Records**” means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including Tax and accounting books and records, used or intended for use by, and in the possession of the Company, in connection with the ownership of the Company, or operation of the Business, including the Assumed Contracts, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, credit records, records relating to suppliers and other data, in each case, relating to the Business.

“**Business**” means the business conducted by the Company, being the cultivation, processing and sale of cannabis and cannabis products.

“**Business Day**” means a day on which banks are open for business in Toronto, Ontario but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario.

“**BZAM Group**” has the meaning set out in the recitals hereto.

“**Cash Consideration**” has the meaning set out in Section 3.1(a).

“**CCAA**” has the meaning set out in the recitals hereto.

“**CCAA Proceedings**” means the proceedings under the CCAA commenced pursuant to the Initial Order.

“**Claims**” means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, chose in or cause of action, suit, default, assessment, litigation, third party action, arbitral proceeding or proceeding by or before any Person, and includes any and all claims and interests of secured creditors in and to the assets of the Company.

“**Closing**” means the closing and consummation of the Transaction.

“**Closing Date**” means the date on which the Monitor’s Certificate is delivered, which date shall be the date that is ten (10) calendar days after the date the Approval and Vesting Order is obtained, or such other earlier or later date as may be agreed by the Parties with the consent of the Monitor.

“**Closing Sequence**” means the transactions, acts or events described in Exhibit “A” which, unless otherwise expressly provided therein, are to occur immediately prior to the Closing Time in the sequence described therein.

“**Closing Time**” means the time reflected on the Monitor’s Certificate as the time on the Closing Date at which Closing occurred.

“**Company**” means BZAM Management Inc. For greater certainty, any reference to the Company in this Agreement shall be to the Company as it existed and was prior to the Closing Date and not the Company as it exists after the Closing Date.

“**Company Shares**” means 100 common shares in the capital of the Company, which shares constitute all of the issued and outstanding shares of the Company.

“**Contracts**” means the written contracts, agreements, leases, understandings and arrangements that are related to the Business to which the Company is a party or by which the Company is bound or in which the Company has any rights, including any Contracts in respect of Employees.

“**Court**” has the meaning set out in the recitals hereto.

“**Discharged**” means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property.

“**Effective Date**” has the meaning set out in the preamble hereto.

“**Employee**” means an individual who is employed by the Company, whether on a full-time or a part-time basis, whether active or inactive as of the Closing Date, and includes an employee on short term or long term disability leave, but, for greater certainty, excludes any Terminated Employees.

“**Encumbrances**” means any security interest, lien, Claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage or right of a third party of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease).

“**Excise Licence**” means cannabis licence 70583 6518 RD 0004 obtained by the Company under the *Excise Act, 2001* (Canada).

“**Excluded Assets**” means those assets listed on Schedule “A”.

“**Excluded Contracts**” means the Contracts listed in Schedule “B”.

“**Excluded Liabilities**” has the meaning set out in Section 2.2(a)

“**Governmental Authority**” means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

“**GST/HST**” means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

“**Health Canada Licences**” means all authorizations related to cannabis and issued by Health Canada to the Company, including authorizations to plant, grow, cultivate, extract, produce, process, store, destroy, sell, provide, ship, deliver, transport and/or distribute cannabis under Applicable Law, including without limitation the licence attached hereto as Schedule “F”.

“**Indemnity & Costs Agreement**” has the meaning set out in the recitals hereto.

“**Initial Order**” has the meaning set out in the recitals hereto.

“**Interim Period**” means the period from the Effective Date to the Closing Time.

“**JV Shares**” has the meaning set out in Section 8.3(d).

“**Liability**” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“**Monitor**” has the meaning set out in the recitals hereto.

“**Monitor’s Certificate**” means an executed certificate of the Monitor substantially in the form attached to the Approval and Vesting Order.

“**Organizational Documents**” means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

“**Outside Date**” means the later of (i) October 15, 2024; and (ii) five Business Days following the issuance of the Approval and Vesting Order, or such later date as the Parties may agree to in writing.

“**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and “**Parties**” means more than one of them.

“**Permits and Licences**” means the permits, licences, authorizations, approvals or other evidence of authority related to the Business, including: (i) the permits, licences, authorizations, approvals or other evidence of authority related to the Business and issued to, granted to, conferred upon, or otherwise created for, the Company; (ii) the Excise Licence; and (iii) the Health Canada Licences.

“**Permitted Encumbrances**” means those Encumbrances set forth in Schedule “**D**”.

“**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

“**Purchase Price**” has the meaning set out in Section 3.1.

“**ResidualCo**” means a corporation to be incorporated to which the Excluded Assets and Excluded Liabilities will be transferred as part of the Closing Sequence.

“**Retained Assets**” has the meaning set out in Section 4.1.

“**Stalking Horse Agreement**” means the share subscription agreement between 1000816625 Ontario Inc. and BZAM Ltd. dated March 1, 2024 as amended from time to time.

“**Taxes**” means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

“**Terminated Employee**” means those individuals currently employed by the Company and listed in Schedule “**E**” to this Agreement, whose employment will be terminated prior to Closing pursuant to Section 9.2(d), as determined by the Purchaser by written notice to the Company, with a copy to the Monitor, as soon as possible, but in any event by no later than 5:00pm EST on June 14, 2024.

“**Transaction**” means the transaction of purchase and sale contemplated by this Agreement, whereby the Purchaser will acquire the Company Shares.

“**Transferred Assets**” means the assets set forth in Schedule “**4.3**”.

## **1.2 Interpretation Not Affected by Headings, etc.**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **1.3 General Construction**

The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement and not to any particular section hereof. The expression “Section” or reference to another



subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

#### **1.4 Extended Meanings**

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term “including” means “including, without limitation,” and such terms as “includes” have similar meanings and the term “third party” means any other Person other than the Vendor, Wyld, the Company or the Purchaser, or any Affiliates thereof.

#### **1.5 Currency**

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

#### **1.6 Statutes**

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

#### **1.7 Schedules**

The following exhibits and schedules are attached hereto and incorporated in and form part of this Agreement:

##### **EXHIBITS**

Exhibit A - Closing Sequence

##### **SCHEDULES**

Schedule A - Excluded Assets  
Schedule B - Excluded Contracts  
Schedule C - Excluded Liabilities  
Schedule D - Permitted Encumbrances  
Schedule E - Terminated Employees  
Schedule F - Health Canada Licences  
Schedule G - Approval and Vesting Order  
Schedule 4.3 - Transferred Assets

The Parties acknowledge that as of the Effective Date, the Schedules are not complete. The Schedules are for the benefit of the Purchaser and shall be completed by the Purchaser, on or before the date set out in each Schedule.

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement will apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

## ARTICLE 2 PURCHASE OF SHARES AND ASSUMPTION OF LIABILITIES

### 2.1 Purchase and Sale of the Company Shares

Subject to the terms and conditions of this Agreement, effective as and from the Closing Time, the Vendor shall sell, assign and transfer the Company Shares to the Purchaser, and the Purchaser shall purchase the Company Shares from the Vendor, free and clear of all Encumbrances (other than Permitted Encumbrances), with the result that the Purchaser shall become the sole shareholder of the Company at the Closing Time.

### 2.2 Assumed Liabilities of the Company

- (a) Subject to Section Article 7, pursuant to the Approval and Vesting Order, save and except for the Assumed Liabilities, all debts, obligations, Liabilities, Encumbrances, indebtedness, Excluded Contracts, leases, agreements, undertakings, Claims, rights and entitlements 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 in equity and whether based in statute or otherwise) of or against the Company or the Company Shares or relating to any Excluded Assets or Excluded Contracts as at the Closing Time, including, *inter alia*, the non-exhaustive list of Liabilities set forth in Schedule “C”, any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which the Company may be bound as at the Closing Time, all Liabilities relating to or under the Excluded Contracts and Excluded Assets, Liabilities for Terminated Employees whose employment with the Company or its Affiliate is terminated on or before Closing (collectively, the “**Excluded Liabilities**”) shall be excluded and will no longer be binding on the Company, the Retained Assets or the Company Shares following the Closing Time.
- (b) Subject to Section Article 7, pursuant to the Approval and Vesting Order, the Excluded Liabilities shall be vested in and assumed in full by ResidualCo in accordance with and as further described in Article 4 and the Company, the Company Shares, the Retained Assets, and the Company’s undertakings, Business and properties shall be Discharged of such Excluded Liabilities. All Claims attaching to the Excluded Liabilities, if any, shall continue to exist against ResidualCo and the Purchase Price and the Excluded Assets, if any, shall, for the purposes of determining the nature and priority of Claims, stand in the place and stead of the Retained Assets and following the Closing Time, Claims shall attach to the Purchase Price and the Excluded Assets, if any, with the same priority as they had with respect to the Retained Assets immediately prior to the Closing Time and the Purchase Price and the Excluded Assets, if any, shall be available to satisfy such Claims. For clarity, the Purchase Price and the Excluded Assets, if any, shall not be available to satisfy any Claims against the Retained Assets or the Company Shares.

## ARTICLE 3 PURCHASE PRICE

### 3.1 Purchase Price

The purchase price payable by the Purchaser for the Company Shares shall be an amount equal to the aggregate of the following:

- (a) cash consideration in the amount of \$1,000,000 (the “**Cash Consideration**”); and

- (b) the assumption of the Assumed Liabilities (collectively, the “**Purchase Price**”).

## **ARTICLE 4 TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES**

### **4.1 Transfer of Excluded Assets to ResidualCo**

On the Closing Date, the Company shall retain all physical assets located at Unit 518, 19100 Airport Way, Pitt Meadows, BC V3Y 0E2 as of June 14, 2024 and any assets acquired by it up to and including Closing, including the Company’s equipment, its Assumed Contracts, accounts receivables, all cash received by the Company relating to Wyld’s products from June 1, 2024 onwards, Permits and Licences, Books and Records, Business and undertakings, but excluding inventory sold in the ordinary course of Business in the Interim Period, any cash in the bank accounts of the Company as of May 31, 2024, all cash received by the Company relating to non-Wyld products from June 1, 2024 onwards, the Excluded Assets and Excluded Contracts (the “**Retained Assets**”). For greater certainty, any advances made to the Company after May 31, 2024 by the Vendor, or one of its affiliates, will be credited against any Wyld-related receipts received by the Company post such advances. The Company shall transfer the Excluded Assets and Excluded Contracts to ResidualCo on or before the Closing Time, and same shall be vested in ResidualCo pursuant to the Approval and Vesting Order. The Company and Vendor confirm that the accounts receivable balance as of June 1, 2024, as it relates to Wyld products, was approximately \$1,200,000.

### **4.2 Transfer of Excluded Liabilities to ResidualCo**

At or before the Closing Time, the Excluded Liabilities shall be transferred to and assumed by ResidualCo, in accordance with the Closing Sequence and/or pursuant to the Approval and Vesting Order. Notwithstanding any other provision of this Agreement, neither the Purchaser nor the Company shall assume or have any Liability for any of the Excluded Liabilities and all Excluded Liabilities shall be Discharged from the Company Shares, the Company, and the Retained Assets from and after the Closing Time.

### **4.3 Pre-Closing Transfers**

Notwithstanding Sections 4.1 and 4.2, prior to the Closing Date, the Company is hereby authorized and permitted to transfer the assets as set out in Schedule “**4.3**”, which are not related to Wyld’s core business activities, to any of its affiliates.

### **4.4 Tax Matters**

All Taxes owed or owing or accrued due by the Company:

- (a) prior to February 28, 2024, shall be transferred to, vested in and assumed by ResidualCo. Any audits or reassessments with respect to any Taxes that relate to a time period occurring, or facts arising, prior to February 28, 2024, regardless upon when such audit was commenced or completed, and any and all such obligations with respect to such audits or reassessments shall be transferred to and vest in ResidualCo;
- (b) from February 28, 2024 to May 31, 2024, will be the responsibility of, and assumed by, the Vendor, which includes any obligations resulting from any audit or reassessment with respect to any Taxes that relate to the time period occurring, or facts arising, between February 28, 2024 to May 31, 2024, regardless upon when such audit or reassessment was commenced or completed; and
- (c) as of May 31, 2024, shall be assumed by Wyld in accordance with the terms of the Indemnity & Costs Agreement.

All Taxes arising from or in connection with the consummation of the Transaction and the transfer of the Excluded Assets and Excluded Liabilities to ResidualCo will be assumed by ResidualCo. For greater certainty, the Parties agree that to the extent any such tax liabilities are not transferred to ResidualCo, Wyld will assume, and be responsible for, such tax obligations.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

### 5.1 Representations and Warranties of the Vendor

Subject to the issuance of the Approval and Vesting Order, the Vendor hereby represents and warrants as follows, and acknowledges that, as of the Closing Time, the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Vendor is a corporation incorporated and existing under the *Business Corporations Act* (British Columbia), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Vendor of this Agreement has been authorized by all necessary corporate action on the part of the Vendor.
- (c) No Conflict. The execution, delivery and performance by the Vendor of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Vendor.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order.
- (e) Proceedings. There are no proceedings pending against the Vendor or, to the knowledge of the Vendor, threatened, with respect to, or in any manner affecting, title to the Company Shares, which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Company Shares as contemplated by this Agreement or which would reasonably be expected to delay, restrict or prevent the Vendor from fulfilling any of its obligations set forth in this Agreement.
- (f) Residency. The Vendor is not a non-resident of Canada for purposes of the *Income Tax Act* or the *Excise Tax Act*, as applicable.
- (g) Title to Company Shares. The Vendor is, and immediately prior to the Closing Time will be, the sole registered and beneficial owner of the Company Shares, with good and valid title thereto, and the Vendor will transfer good and valid title to the Company Shares to the Purchaser, free and clear of all Encumbrances (other than Permitted Encumbrances), pursuant to and in accordance with the Approval and Vesting Order. There are no issued and outstanding common shares or other securities of the Company other than the Company Shares nor are there any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are held by any Person and which are convertible into or exchangeable for common shares or any other securities of the Company.

- (h) Title to JV Shares. The Vendor is, and immediately prior to the Closing Time will be, the sole registered and beneficial owner of the JV Shares, with good and valid title thereto free and clear of all Encumbrances (other than Permitted Encumbrances).
- (i) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement and the Stalking Horse Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition from the Vendor or the Company of any of the Company Shares or the Retained Assets.

## 5.2 Representations and Warranties of the Company

Subject to the issuance of the Approval and Vesting Order, the Company hereby represents and warrants to and in favour of the Purchaser, and acknowledges that, as of the Closing Time, the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the *Business Corporations Act* (British Columbia), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order.
- (e) Authorized and Issued Capital and Title to New Common Shares. The authorized capital of the Company consists of an unlimited number of one class of common shares of which 100 common shares are issued and outstanding. The Company Shares: (i) constitute all of the issued and outstanding securities in the capital of the Company; (ii) have all been duly authorized and validly issued as fully paid and non-assessable; (iii) have been issued by the Company in compliance with all Applicable Laws; and (iv) are registered in the name of, and are legally and beneficially owned by, the Vendor. None of the Company Shares have been issued in violation of any pre-emptive, right of first offer or refusal or similar rights.
- (f) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement and the Stalking Horse Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition from the Company of any of the Company Shares or any Retained Assets.
- (g) Proceedings. There are no proceedings pending against the Company or, to the knowledge of the Company, threatened, with respect to, or in any manner affecting, title to the

Company Shares or the Retained Assets or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Company Shares or the Retained Assets or the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Vendor or the Company from fulfilling any of their obligations set forth in this Agreement.

- (h) Health Canada Licences. Except for the Purchaser's rights under this Agreement and the Stalking Horse Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition of any interest in, or the creation of any Encumbrance in respect of, the Health Canada Licences or the Excise Licence.
- (i) Assumed Contracts. The Company has provided to the Purchaser correct and complete copies of each Assumed Contract together with all amendments, modifications and supplements thereto.

### 5.3 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendor, and acknowledges that, as of the Closing Time, the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Purchaser is a corporation incorporated and existing under the *Business Corporations Act* (Ontario), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order.
- (e) Proceedings. There are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (f) HST Registrant. The Purchaser is, or will be on the Closing Date, an HST registrant.

#### **5.4 As is, Where is**

The representations and warranties of the Company shall survive the Closing Time on the Closing Date provided, however, that the Purchaser's recourse for any breach or inaccuracy of such representations and warranties shall be against ResidualCo. The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Company Shares (for clarity, together with the Retained Assets) shall be sold and delivered to the Purchaser on an "as is, where is" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, including with respect to the Health Canada Licences, Company Shares and the Retained Assets.

### **ARTICLE 6 COVENANTS**

#### **6.1 Closing Date**

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

#### **6.2 Motion for Approval and Vesting Order**

Concurrently with the BZAM Group serving and filing its motion for approval of the Stalking Horse Agreement, the Vendor shall serve and file with the Court a motion for the issuance of the Approval and Vesting Order, seeking relief that will, *inter alia*, approve this Agreement and the Transaction. The Vendor shall diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order and the Purchaser shall cooperate with the Vendor in its efforts to obtain the issuance and entry of the Approval and Vesting Order.

#### **6.3 Interim Period**

During the Interim Period, except as contemplated or permitted by this Agreement (including the Approval and Vesting Order and the Closing Sequence), the Company shall continue to maintain its Business and operations in substantially the same manner as conducted on the Effective Date and in material compliance with all Applicable Laws, Permits and Licences. Wyld is responsible for any and all costs and Liabilities arising out of the Business during the Interim Period, including in accordance with the terms of the Indemnity & Costs Agreement.

#### **6.4 Transfer of Company Shares**

The Vendor hereby covenants that, during the Interim Period, there shall be no direct or indirect transfer, sale, assignment, pledge, or other disposition of any of the Company Shares until the transfer of the Company Shares to the Purchaser on the Closing Date in accordance with this Agreement.

#### **6.5 Vendor Bound by Agreement**

The Vendor hereby covenants to remain bound by and comply with all terms and conditions of this Agreement, notwithstanding any restructuring, reorganization, or other alterations made pursuant to the CCAA Proceedings.

## 6.6 Insurance Matters

Until Closing, the Vendor and the Company shall keep in full force and effect all existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practice in the ordinary course of business. In accordance with the terms of the Indemnity & Costs Agreement, any and all costs associated with the existing insurance policies will be assumed by Wyld up to and including Closing.

## 6.7 Interim Period Operation of Business

All parties acknowledge that the Business will continue to operate in the ordinary course during the Interim Period. Until Closing, the Vendor shall continue to transfer all receivables and cash payments relating to any Wyld products, and not associated or related to the Transferred Assets, that it receives on behalf of the Company directly to the Company's designated account. Any receivables paid or cash payments made to the Vendor, but owned by or owing to the Company or the Business relating to Wyld products, shall continue to be transferred to the Company as soon as practicable. The Company shall retain access to all bank accounts that receive cash payments related to the Business throughout the Interim Period, and the Vendor covenants to facilitate such bank account access and confirms that cash management practices will continue in the ordinary course. The Vendor covenants not to disrupt, interfere with, or alter the Company's banking relationships, including maintaining the integrity of all existing arrangements.

## ARTICLE 7 INDEMNITY & COSTS AGREEMENT

### 7.1 The Indemnity & Costs Agreement

Nothing in this Agreement shall displace or supersede the Indemnity & Costs Agreement. Pursuant to its terms, Wyld, as of May 31, 2024:

- (a) assumed all obligations, costs, liabilities, duties and expenses of the Company, including, without limitation, all taxes, insurance, rent, utilities, supplier and employee costs in accordance with the terms of the Indemnity & Costs Agreement (the "**Obligations**"); and
- (b) indemnified the Vendor from and against all costs and expenses incurred in relation to the preparation, negotiation, finalization and execution of this Agreement (the "**Transaction Costs**").

Notwithstanding the foregoing or anything to the contrary in the Indemnity & Costs Agreement, the Parties acknowledge and agree that, from and after the Closing Date, Liabilities that are designated as Excluded Liabilities shall not constitute Obligations.

## ARTICLE 8 CLOSING ARRANGEMENTS

### 8.1 Closing

Closing shall take place electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

### 8.2 Closing Sequence



- (a) Subject to the other terms of this Agreement, the Company shall effect the Closing Sequence, provided that the Vendor and the Purchaser may agree to amend the Closing Sequence prior to Closing with the written consent of the Monitor.
- (b) The Purchaser and the Vendor shall work cooperatively and use commercially reasonable efforts to prepare, before the Closing Date, all documentation necessary and do such other acts and things as are necessary to give effect to the Closing Sequence.

### **8.3 Vendor / Company Closing Deliveries**

At or before the Closing Time, the Vendor and the Company shall deliver or cause to be delivered to the Purchaser the following:

- (a) a true copy of the Approval and Vesting Order, as issued and entered by the Court;
- (b) share certificates representing the Company Shares duly endorsed in blank for transfer, or accompanied by irrevocable stock transfer powers duly executed in blank, in either case, by the Vendor;
- (c) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendor and the Company contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendor and the Company have performed in all material respects the covenants to be performed by them prior to the Closing Time;
- (d) the certificate representing 40 common shares in the capital of Wyld registered to BZAM Ltd. (the “**JV Shares**”), together with an instrument confirming the forfeit and surrender of such shares and cancellation for no consideration;
- (e) a resolution of the directors of Wyld confirming the cancellation of all shares held by BZAM Ltd.;
- (f) resignations of Matthew Milich and Jordan Winnett as directors and officers of Wyld;
- (g) the Organizational Documents and Books and Records of the Company; and
- (h) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

### **8.4 Purchaser’s Closing Deliveries**

At or before the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor and the Company (or to the Monitor, as applicable), the following:

- (a) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time;
- (b) the Cash Consideration in accordance with Section 3.1(a); and

- (c) such other agreements, documents and instruments as may be reasonably required by the Vendor and the Company to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

## **ARTICLE 9 CONDITIONS OF CLOSING**

### **9.1 Conditions Precedent in favour of the Parties**

The obligation of the Parties to complete the Transaction is subject to the following joint condition being satisfied, fulfilled or performed, which joint condition may not be waived by either Party:

- (a) Approval and Vesting Order. The Court shall have granted the Approval and Vesting Order in form and substance satisfactory to each of the Parties, the Approval and Vesting Order shall not have been vacated, set aside or stayed, and all applicable appeal periods shall have expired.
- (b) Health Canada Approval. Health Canada shall have approved the sale of the Company Shares to the Purchaser in accordance with the terms of this Agreement.
- (c) Stalking Horse Amendment. The Stalking Horse Agreement shall have been amended to permit the Transaction.
- (d) Licensing Agreement. The Parties shall have entered into a licensing agreement in form and substance satisfactory to the Vendor and the Purchaser pursuant to which the Purchaser shall be authorized to operate the Business under the name of BZAM Management Inc. for a period of up to six months.
- (e) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction; and
- (f) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in Section 9.1 is not satisfied, performed or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

### **9.2 Conditions Precedent in favour of the Purchaser**

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, performed or waived:

- (a) Vendor's / Company's Deliverables. The Vendor and the Company shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 8.3.
- (b) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Section 5.1 and Section 5.2 shall be true and correct in all material respects: (i) as of the

Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

- (c) No Breach of Covenants. The Company shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing Date.
- (d) Company Employees. The Company shall have terminated the employment of the Terminated Employees, as requested by the Purchaser in its sole discretion, and all Liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, wages, overtime pay, vacation pay, benefits, bonuses or other compensation or entitlements, including any amounts deemed owing pursuant to statute or common law, shall be Excluded Liabilities and shall be Discharged as against the Company, the Company Shares and the Retained Assets pursuant to the Approval and Vesting Order.
- (e) Disclaim Excluded Contracts. The Company shall have sent notices of disclaimer for all known Excluded Contracts and other agreements, and such known Excluded Contracts shall form part of the Excluded Assets.
- (f) Stalking Horse Agreement. The transaction contemplated by the Stalking Horse Agreement shall not have closed.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 9.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in Section 9.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendor to terminate this Agreement.

### **9.3 Conditions Precedent in favour of the Vendor and the Company**

The obligation of the Company to complete the Transaction is subject to the following conditions being satisfied, fulfilled, performed or waived:

- (a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Company at the Closing all the documents and payments contemplated in Section 8.4.
- (b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 5.3 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.
- (d) Purchase Price. The Purchaser shall have delivered or caused to be delivered to the Monitor the Cash Consideration in accordance with Section 3.1.
- (e) Vendor and Company Costs. The Vendor and the Company, as applicable, shall have been paid and/or reimbursed by Wyld for all Obligations and Transaction Costs incurred as of the Closing Date, in accordance with the terms of the Indemnity & Cost Agreement.

- (f) Releases. The Purchaser shall have delivered an irrevocable mutual release among the Purchaser, the Vendor and the Company releasing such respective parties and each of their respective directors, officers, employees, agents, representatives, legal and financial advisors from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims, of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present, or future, direct or indirect, whether known or unknown, except any covenants and obligations under this Agreement and the Indemnity & Cost Agreement which survive Closing, in a form and substance acceptable to the Purchaser, the Company, the Vendor and the Monitor, acting reasonably.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 9.3 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set forth in this Section 9.3 is not satisfied or performed on or prior to the Outside Date, the Vendor may elect on written notice to the Purchaser to terminate the Agreement.

#### **9.4 Monitor's Certificate**

When the conditions set out in Sections 9.1, 9.2 and 9.3 have been satisfied or waived, the Purchaser and the Vendor (or the applicable Party's counsel) will each deliver to the Monitor written confirmation of same (the "**Conditions Confirmation**"). Upon receipt of the Conditions Confirmation, the Monitor shall: (a) issue forthwith its Monitor's Certificate concurrently to the Purchaser and the Vendor (or the applicable Party's counsel); and (b) file as soon as practicable a copy of the Monitor's Certificate with the Court. The Parties acknowledge and agree that in the case of (a) and (b), the Monitor shall be entitled to rely exclusively on the Conditions Confirmation without any obligation whatsoever to independently investigate or verify that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon delivery of the Conditions Confirmation, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation that the Cash Consideration has been received, following which the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

### **ARTICLE 10 TERMINATION**

#### **10.1 Grounds for Termination**

This Agreement may be terminated on or prior to the Closing Date:

- (a) By the mutual written agreement of the Vendor and the Purchaser.
- (b) By either Party upon written notice to the other Party if: (i) Closing has not occurred by the Outside Date; (ii) the other Party defaults on any of its obligations under the Indemnity & Costs Agreement; or (iii) the Court declines at any time to grant the Approval and Vesting Order; in each case for reasons other than a breach of this Agreement by the Party proposing to terminate the Agreement.

#### **10.2 Effect of Termination.**

If this Agreement is terminated pursuant to Section 10.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, save and except for any obligations of Wyld which may exist pursuant to the Indemnity & Costs Agreement.

**ARTICLE 11  
GENERAL**

**11.1 Access to Books and Records**

For a period of two years from the Closing Date or for such longer period as may be reasonably required for the Vendor (or any trustee in bankruptcy of the estate of the Vendor) to comply with Applicable Law, the Purchaser (or its designee) will retain all original Books and Records that are transferred to the Purchaser (or its designee) under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Vendor (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Vendor, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser (or its designee).

**11.2 Notice**

Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

- (a) in the case of Wyld, as follows:

Wyld Canada Inc.  
40 King Street West, Suite 5800  
Toronto, ON M5H 4A9

Attention: Gabe Parton Lee  
Email: [Gabe@nwconfections.com](mailto:Gabe@nwconfections.com)

with a copy to:

**Miller Thomson LLP**  
40 King Street West, Suite 5800  
Toronto, ON M5H 4A9

Attention: Alexander Lalka  
Email: [alalka@millertomson.com](mailto:alalka@millertomson.com)

- (b) in the case of the Purchaser, as follows:

1000912353 ONTARIO INC.  
1915 Jerseyville Road West  
Jerseyville, ON L0R 1R0

Attention: Matthew Milich  
Email: [mmilich@bzam.com](mailto:mmilich@bzam.com)

with a copy to:

**Bennett Jones LLP**  
3400 One First Canadian Place  
P.O. Box 130  
Toronto, ON M5X 1A4

Attention: Sean Zweig & Mike Shakra

Email: [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com) / [shakram@bennettjones.com](mailto:shakram@bennettjones.com)

- (c) in the case of the Vendor or the Company, as applicable, as follows:

**BZAM Holdings Inc./ BZAM Management Inc.**

Suite 518 - 19100 Airport Way  
Pitt Meadows, BC V3Y 0E2

Attention: Matthew Milich  
Email: [mmilich@bzam.com](mailto:mmilich@bzam.com)

with a copy to:

**Bennett Jones LLP**  
3400 One First Canadian Place  
P.O. Box 130  
Toronto, ON M5X 1A4

Attention: Sean Zweig & Mike Shakra  
Email: [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com) / [shakram@bennettjones.com](mailto:shakram@bennettjones.com)

- (d) in each case, with a further copy to the Monitor as follows:

**FTI Consulting Canada Inc.**  
Toronto-Dominion Centre  
TD South Tower  
79 Wellington St W, Suite 2010  
Toronto, ON M5K 1G8

Attention: Jeffrey Rosenberg / Kamran Hamidi  
Email: [jeffrey.rosenberg@fticonsulting.com](mailto:jeffrey.rosenberg@fticonsulting.com) / [kamran.hamidi@fticonsulting.com](mailto:kamran.hamidi@fticonsulting.com)

with a copy to:

**Stikeman Elliott LLP**  
300 Commerce Court West  
199 Bay St. Toronto, ON M5L 1B9

Attention: Maria Konyukhova / Nick Avis  
Email: [mkonyukhova@stikeman.com](mailto:mkonyukhova@stikeman.com) / [navis@stikeman.com](mailto:navis@stikeman.com)

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

### **11.3 Time**

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

### **11.4 Survival**

The representations and warranties of the Parties contained in this Agreement shall not merge on Closing and the representations, warranties and covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

### **11.5 Benefit of Agreement**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, including for greater certainty, ResidualCo.

### **11.6 Entire Agreement**

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by all of the Parties, and with the consent of the Monitor.

### **11.7 Paramountcy**

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, with the exception of the Indemnity & Cost Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

### **11.8 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

### **11.9 Assignment by Purchaser**

This Agreement may be assigned by the Purchaser prior to the issuance of the Approval and Vesting Order, with the prior written consent of the Vendor and the Monitor, provided that such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment and any such assignment shall not relieve the Purchaser of its obligations hereunder.

### **11.10 Further Assurances**

Each of the Parties shall, at the request and expense of the Purchaser, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

### **11.11 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

### **11.12 Severability**

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

### **11.13 Monitor's Capacity**

In addition to all of the protections granted to the Monitor under the CCAA or any Order of the Court in this CCAA Proceeding, the Company and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Company and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever as Monitor. The Purchaser further acknowledges and agrees that the Monitor is not making, and the Purchaser is not relying on, any representations, warranties, or other statements of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matter concerning the Vendor, the Company, the Business, the Company Shares, the Assumed Liabilities, the Excluded Liabilities, the Retained Assets, this Agreement or the Transaction, or the accuracy or completeness of any information provided to (or otherwise acquired by) the Purchaser or any of its respective representatives.

***[Signature Page Follows]***



**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the day and year first above written.

**1000912353 ONTARIO INC.**

By:   
Name: Matthew Milich  
Title: Authorized Signatory

I have authority to bind the Corporation.

**BZAM HOLDINGS INC.**

By:   
Name: Matthew Milich  
Title: Authorized Signatory

I have authority to bind the Corporation.

**BZAM MANAGEMENT INC.**

By:   
Name: Matthew Milich  
Title: Authorized Signatory

I have authority to bind the Corporation.

**WYLD CANADA INC.**

By: \_\_\_\_\_  
Name: Aaron Morris  
Title: Authorized Signatory

I have authority to bind the Corporation.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the day and year first above written.

**1000912353 ONTARIO INC.**

By: \_\_\_\_\_

Name: Matthew Milich

Title: Authorized Signatory

I have authority to bind the Corporation.

**BZAM HOLDINGS INC.**

By: \_\_\_\_\_

Name: Matthew Milich

Title: Authorized Signatory

I have authority to bind the Corporation.

**BZAM MANAGEMENT INC.**

By: \_\_\_\_\_

Name: Matthew Milich

Title: Authorized Signatory

I have authority to bind the Corporation.

**WYLD CANADA INC.**

By: Aaron Morris

Name: Aaron Morris

Title: Authorized Signatory

I have authority to bind the Corporation.

**EXHIBIT "A"**  
**CLOSING SEQUENCE**

1. Prior to the service of court materials for the approval hearing, ResidualCo shall be incorporated by the Vendor with nominal consideration for common shares;
2. Effective as of the Closing Time, ResidualCo shall be added to the CCAA Proceeding as an Applicant and the Excluded Assets and Excluded Liabilities shall be transferred to, and vest in, ResidualCo and discharged against the Company, the Company Shares and the Retained Assets pursuant to the Approval and Vesting Order.
3. Effective as of the Closing Time: (i) the Company Shares will be transferred to the Purchaser; and (ii) the Purchaser will satisfy the Purchase Price in accordance with the terms of the Agreement.
4. Effective one moment following the Closing Time, any and all Liabilities arising from or relating to: (a) the change of control resulting from the Transaction; and (b) the transfer of the Excluded Assets and Excluded Liabilities to ResidualCo; and to which the Company may be bound at the Closing Time, including, for certainty and without limitation, Liabilities and Taxes resulting from any debt forgiveness, shall be transferred to ResidualCo and the Company shall have no obligation in connection with such Liabilities or Taxes.
5. Effective two moments following the Closing Time, the CCAA Proceeding shall be terminated in respect of the Company, its Business and property, as set out in the Approval and Vesting Order, but, for greater certainty, shall continue in respect of, among others, the Vendor and ResidualCo.

**SCHEDULE "A"**  
**EXCLUDED ASSETS**

1. Excluded Contracts;
2. Inventory sold in the ordinary course of Business in the Interim Period;
3. All cash received by the Company relating to non-Wyld products from June 1, 2024 onwards, and cash in the bank accounts of the Company as of May 31, 2024 (provided, however, that the bank accounts of the Company shall constitute Retained Assets and shall be transferred to the Purchaser at Closing);
4. Intellectual property relating to "Bzam".

**SCHEDULE “B”  
EXCLUDED CONTRACTS**

All Contracts except for the following, which, for certainty, shall constitute all of the Assumed Contracts:

1. Contracts relating to provincial boards;
2. Contracts with suppliers for Wyld products;
3. Lease for the property municipally known as 19100 Airport Way, Unit 518, Pitt Meadows, BC, V3Y 0E2;
4. Contracts with Employees.

**SCHEDULE “C”  
EXCLUDED LIABILITIES**

Any and all Liabilities that are not Assumed Liabilities, including, without limitation:

1. Any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which the Company may be bound as at the Closing Time;
2. Subject to the terms of the Purchase Agreement, any and all Liabilities arising from or relating to the transfer of the Excluded Assets and Excluded Liabilities to ResidualCo and to which the Company may be bound at the Closing Time, including, for certainty and without limitation, Liabilities and Taxes resulting from any debt forgiveness; provided, however, that such Liabilities shall be transferred to ResidualCo one moment following the Closing Time and the Company shall have no obligation in connection with such Liabilities or Taxes;
3. Any and all Liabilities for Taxes owed or owing by the Company or accrued or assessed prior to May 31, 2024 (provided, however, that Taxes owed or owing by the Company or accrued or assessed prior to February 28, 2024 shall be transferred to ResidualCo, and Taxes owed or owing by the Company or accrued or assessed for the period beginning on February 28, 2024 and ending on May 31, 2024 shall be assumed by the Vendor, all as governed and addressed by Section 4.4);
4. Any and all Liabilities pertaining to the administration of the CCAA Proceedings including, without limitation, under any court-ordered charge granted therein;
5. Any and all Liabilities relating to or existing under or in connection with the Excluded Contracts and Excluded Assets;
5. Any and all Liabilities to Terminated Employees whose employment with the Company is terminated on or before Closing, including all amounts owing on account of statutory notice, termination payments, individual or group notice of termination (as applicable), severance, wages, overtime pay, vacation pay, benefits, bonuses or other compensation or entitlements, including any amounts deemed owing pursuant to statute or common law;
6. Any Liabilities for commissions, fees or other compensation payable to any finder, broker or similar intermediary in connection with the negotiation, execution or delivery of this Agreement or the consummation of the Transaction.

**SCHEDULE "D"**  
**PERMITTED ENCUMBRANCES**

Nil.

**SCHEDULE "E"**  
**TERMINATED EMPLOYEES**

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

**SCHEDULE "F"**  
**HEALTH CANADA LICENCES**

Attached.

Licence No. - N° de licence  
LIC-JTUPWJZJ50-2022

**LICENCE**

This licence is issued in accordance with the *Cannabis Act* and *Cannabis Regulations*

**LICENCE**

Cette licence est délivrée conformément à la *Loi sur le cannabis* et le *Règlement sur le cannabis*

**Licence Holder / Titulaire de la licence :**  
BZAM Management Inc. d.b.a. BZAM Cannabis

**Licensed Site / Lieu autorisé :**  
518 - 19100 AIRPORT WAY  
PITT MEADOWS, BC, CANADA, V3Y 0E2

The above-mentioned person is authorized to conduct, at the site specified on this licence, the activities listed below for the following licence classes and subclasses.

La personne susmentionnée est autorisée à effectuer, sur le site spécifié sur cette licence, les activités énumérées ci-dessous pour les catégories et les sous-catégories de licence suivantes.

Standard Processing

Transformation standard

Activities	Activités
<ul style="list-style-type: none"> <li>To possess cannabis</li> <li>To produce cannabis, other than obtain it by cultivating, propagating or harvesting it</li> <li>To sell cannabis in accordance with subsection 17(5) of the Cannabis Regulations</li> </ul>	<ul style="list-style-type: none"> <li>Avoir du cannabis en sa possession</li> <li>Produire du cannabis, sauf en l'obtenant par la culture, la multiplication et la récolte</li> <li>Vendre du cannabis en vertu du paragraphe 17(5) du Règlement sur le cannabis</li> </ul>
Conditions	Conditions
The licence holder must meet the requirements set out in the Health Canada document entitled " <i>Mandatory cannabis testing for pesticide active ingredients - Requirements</i> ".	Le titulaire de la licence doit respecter les exigences énoncées dans le document de Santé Canada intitulé « <i>Analyse obligatoire du cannabis pour les résidus de principes actifs de pesticides-Exigences</i> ».
The only cannabis products that the licence holder may sell or distribute to (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis topicals; cannabis extracts; and edible cannabis.	Les seuls produits du cannabis que le titulaire de la licence peut vendre ou distribuer (i) à un titulaire d'une licence de vente et (ii) à une personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d'une plante de cannabis; cannabis séché; cannabis frais; cannabis pour usage topique; extrait de cannabis; et cannabis comestible.
The only cannabis products that the licence holder may send or deliver to the purchaser at the request of (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis topicals; cannabis extracts; and edible cannabis.	Les seuls produits du cannabis que le titulaire de la licence peut expédier ou livrer à l'acheteur à la demande (i) d'un titulaire d'une licence de vente et (ii) d'une personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d'une plante de cannabis; cannabis séché; cannabis frais; cannabis pour usage topique; extrait de cannabis; et cannabis comestible.

**Indoor Area(s) / Zone(s) intérieure(s)**

The possession of cannabis and the other activities mentioned above are authorized in the following building(s) / La possession de cannabis et les autres activités mentionnées ci-haut sont autorisées dans les bâtiment(s) suivant(s) :

Building 1

**Effective date** of the licence:

This licence is effective as of **December 7, 2022**

**Date d'entrée** en vigueur de la licence:

Cette licence entre en vigueur à compter du **7 décembre 2022**

**Expiry date** of the licence:

This licence expires on **March 27, 2025**

**Date d'expiration** de la licence:

La présente licence expire le **27 mars 2025**



Acting Director, Licensing and Security, Controlled Substances and Cannabis Branch

Directrice par intérim, Licences et sécurité, Direction générale des substances contrôlées et du cannabis

**SCHEDULE "G"**  
**APPROVAL AND VESTING ORDER**

Attached.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) TUESDAY THE 15<sup>TH</sup>  
)  
JUSTICE OSBORNE ) DAY OF OCTOBER, 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 BZAM LTD., BZAM HOLDINGS INC., BZAM  
MANAGEMENT INC., BZAM CANNABIS CORP., FOLIUM LIFE  
SCIENCE INC., 102172093 SASKATCHEWAN LTD., THE GREEN  
ORGANIC DUTCHMAN LTD., MEDICAN ORGANIC INC., HIGH  
ROAD HOLDING CORP. AND FINAL BELL CORP.

Applicants

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by BZAM Ltd., BZAM Holdings Inc., BZAM Management Inc., BZAM Cannabis Corp., Folium Life Science Inc., 102172093 Saskatchewan Ltd., The Green Organic Dutchman Ltd., Medican Organic Inc., High Road Holding Corp. and Final Bell Corp. (the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**"), for an order, among other things: (i) approving a share purchase agreement (the "**Purchase Agreement**") between BZAM Holdings Inc. (the "**Vendor**"), BZAM Management Inc. (the "**Company**"), Wyld Canada Inc., and 1000912353 Ontario Inc. (the "**Purchaser**"), for the purchase and sale of the Company Shares (as defined in the Purchase Agreement) and authorizing and directing the Vendor and the Company to perform their obligations under the Purchase Agreement; (ii) adding 1001028579 Ontario Inc. ("**ResidualCo**") as an applicant to these CCAA Proceedings and removing the Company as an applicant to these

CCAA Proceedings in order to carry out the transaction contemplated by the Purchase Agreement (the “**Transaction**”); (iii) transferring and vesting all of the Company’s right, title and interest in and to the Excluded Liabilities and the Excluded Assets to and in ResidualCo; and (iv) vesting in the Purchaser or its nominee all of the right, title and interest in and to the Company Shares and the Retained Assets owned by the Company on the Closing Date (the “**Retained Assets**”) free and clear of all Encumbrances other than Permitted Encumbrances (each as defined in the Purchase Agreement), upon the filing of a certificate by the Monitor (defined herein) substantially in the form attached as Schedule “A”.

**ON READING** the notice of motion of the Applicants dated October 8, 2024, the affidavit of Matthew Millich, sworn October 8, 2024, the Sixth Report of FTI Consulting Canada Inc. (in such capacity, the “**Monitor**”) dated October 11, 2024 (the “**Sixth Report**”), in its capacity as the court-appointed CCAA monitor of the Applicants, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, and such other counsel appearing on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service of Jamie Ernst, filed.

## **DEFINED TERMS**

1. **THIS COURT ORDERS** that capitalized terms used in this order and not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

## **SERVICE**

2. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

## **APPROVAL AND VESTING**

3. **THIS COURT ORDERS** that the Purchase Agreement and the Transaction be and are hereby approved and the execution of the Purchase Agreement by the Vendor and the Company is hereby authorized and approved, with such minor amendments as the parties may deem necessary, with the consent of the Monitor. The Vendor and the Company are hereby authorized and directed to perform their obligations under the Purchase Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable to effect the Transaction.

4. **THIS COURT ORDERS AND DECLARES** that notwithstanding any provision of this order, the closing of the Transaction shall be deemed to occur in the manner and sequence set out in the Closing Sequence, with such alterations, changes or amendments as may be agreed to by the Vendor and the Purchaser, with the prior written consent of the Monitor, provided that such alterations, changes or amendments do not materially alter or impact the Transaction or the consideration which the Vendor or the Applicants' stakeholders will benefit from as part of the Transaction.

5. **THIS COURT ORDERS** that this order shall constitute the only authorization required by the Vendor and the Company to proceed with the Transaction and that no shareholder or other approval shall be required in connection therewith.

6. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a copy of the Monitor's certificate (the "**Monitor's Certificate**") to the Purchaser (the time of such delivery being referred to herein as the "**Closing Time**"), substantially in the form attached as **Schedule "A"** hereto, the following shall occur and shall be deemed to have occurred at the Closing Time in the following sequence:



- (a) first, ResidualCo is deemed to be a company to which the CCAA applies and shall be added to these CCAA Proceedings as an Applicant;
- (b) second, all of the Company's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, and all Claims and Encumbrances (each as defined herein) shall continue to attach to the Excluded Assets and to the proceeds from the purchase price in accordance with paragraph 9 of this order, in either case with the same nature and priority as they had immediately prior to the transfer;
- (c) third, all Excluded Liabilities (which, for greater certainty, shall include all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, Excluded Contracts, leases, agreements, undertakings, Claims (as defined herein), rights and entitlements 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 in equity and whether based in statute or otherwise)) of the Company shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo such that the Excluded Liabilities shall become obligations of ResidualCo and shall no longer be obligations of the Company; and
- (d) fourth, in consideration for the Purchase Price, the Vendor shall transfer the Company Shares to the Purchaser and all right, title and interest in and to the Company Shares shall vest absolutely in the Purchaser, free and clear of and from any and all: civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any kind (including any cross-claim or counterclaim), demand, investigation, chose in action, default, assessment, litigation,

third party action, judgement, or proceedings by or before any person, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, reservations of ownership, rights of retention, royalties, options, rights of pre-emption, privileges, assignments (as security), any and all restrictions on the transfer of shares, equity securities, partnership or membership units or interests or other interests in property, including rights of first refusal, rights of first offer, shotgun rights, purchase options, change of control consent rights, puts or forced sales provisions or similar rights of shareholders, members or lenders in respect of such interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, writs of enforcement, writs of seizure, or any 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 Initial Order or any other orders in these CCAA Proceedings; and (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, with the exception of the Permitted Encumbrances (all of which are collectively referred to as “**Encumbrances**”); for greater certainty, this court orders that all of the Encumbrances affecting or relating to the Company Shares or the Retained Assets are hereby expunged and discharged as against the Company Shares or the Retained Assets, and, for greater certainty, this court orders that, notwithstanding anything else in this order, the Encumbrances and the Claims do not include the Permitted Encumbrances.

7. **THIS COURT ORDERS AND DECLARES** that, effective one moment following the Closing Time, any and all Liabilities arising from or relating to: (a) the change of control resulting from the Transaction; and (b) the transfer of the Excluded Assets and Excluded Liabilities to ResidualCo; and to which the Company may be bound at the Closing Time, including, for greater certainty and without limitation, Liabilities and Taxes resulting from any debt forgiveness, shall be transferred to ResidualCo and the Company shall have no obligation in connection with such liabilities or Taxes.

8. **THIS COURT ORDERS AND DECLARES** that, effective two moments following the Closing Time, the CCAA proceeding shall be terminated in respect of the Company, its business and property, and the Company shall be deemed to be released from the purview of the 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 Company) shall continue to apply in all respects. For greater certainty, these CCAA Proceedings shall continue in respect of the remaining Applicants (including the Vendor and ResidualCo).

9. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Company Shares (the “**Proceeds**”) shall stand in the place and stead of the Company Shares and Retained Assets as they pertain to the Company, 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 Company Shares and Retained Assets immediately prior to the sale.

10. **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.

11. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Vendor, the Company, and the Purchaser regarding the fulfilment or waiver of conditions to closing under the Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

12. **THIS COURT ORDERS** that upon delivery of the 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 Company, the Retained Assets 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 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 Retained Assets and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations on the Retained Assets and the Excluded Assets, as applicable.

13. **THIS COURT ORDERS** that pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Company or the Monitor, as the case may be, are authorized, permitted and directed to, at the Closing Time, disclose to the Purchaser all human resources and payroll information in the records of the Company pertaining to past and current employees of the Company. 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 Company prior to the Closing Time.

14. **THIS COURT ORDERS AND DECLARES** that, at the Closing Time and without limiting the provisions of paragraphs 6 and 9 hereof, the Company shall be released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) owed or owing, including assessed or accrued Taxes, against the Company prior to February 28, 2024, other than the source deduction deemed trust debt owing by the Company prior to February 28, 2024 in the amount of \$59,978.17 (the “**Source Debt**”). For greater certainty, nothing in this order or the Purchase Agreement precludes the Minister of National Revenue from exercising its rights with respect to any Taxes owed or owing, including assessed or accrued Taxes, against the Company on or after February 28, 2024 and the Source Debt, provided that, pursuant to the Purchase Agreement, any and all Liability for Taxes owed or owing, including assessed or accrued Taxes, against the Company during the period of March 1, 2024 through May 31, 2024 is exclusively a Liability of the Vendor.

15. **THIS COURT DECLARES** that the Transaction as between the Purchaser to the Vendor is made at fair market value.

16. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Purchase Agreement, all contracts to which the Company is a party to upon 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 Company);
- (b) the insolvency of the Company or the fact that the Company 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 Purchase Agreement, the Transaction or the provisions of this order, or any other order of the court in these CCAA Proceedings; or
- (d) any transfer or assignment, or any change of control of the Company arising from the implementation of the Purchase Agreement, the Transaction or the provisions of this order.

17. **THIS COURT ORDERS** that for greater certainty, that (a) nothing in paragraph 16 hereof shall waive, compromise or discharge any obligations of the Company or the Purchaser, in respect of any Assumed Liabilities, (b) the designation of any Claim as an Assumed Liability is without prejudice to any of the Company's or the Purchaser's right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing in this order or the Purchase Agreement shall affect or waive the Company's or the Purchaser's rights and defenses, 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.

18. **THIS COURT ORDERS** that from and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, 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 Company arising directly or indirectly from the filing of the Company under the CCAA and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 16 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 Company from performing its obligations under the Purchase Agreement or be a waiver of defaults by the Company under the Purchase Agreement or related documents.

19. **THIS COURT ORDERS** that from and after the Closing 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, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company relating in any way to or in respect of any Taxes, Excluded Assets, Excluded Liabilities or Excluded Contracts and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this order.

20. **THIS COURT ORDERS** that from and after the Closing Time:
- (a) the nature of the Assumed Liabilities retained by the Company, 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 Closing Time had a valid right or claim against the Company under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Company but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Contract or Excluded Liability from and after the Closing 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 Closing Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the Closing Time.
21. **THIS COURT ORDERS AND DECLARES** that, as of the Closing Time, all references in any order of this court in respect of these CCAA Proceedings to (i) an “Applicant” or the “Applicants” 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 Initial Order, as amended and restated from time to time), shall constitute a charge on the ResidualCo Property.

22. **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*, R.S.C., 1985, c. B-3, as amended (the “**BIA**”), in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Applicants,

the Purchase Agreement and the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo and the transfer and vesting of the Company Shares in and to the Purchaser) and any payments by or to the Purchaser, the Vendor, or the Monitor authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of any Applicant shall not be void or voidable by creditors of any Applicant, 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.

**GENERAL**

23. **THIS COURT ORDERS** that, following the Closing Time, the Purchaser and/or the Company and their representatives shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Company Shares and the Retained Assets.

24. **THIS COURT ORDERS** that, following the Closing 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 A PLAN OF COMPROMISE OR ARRANGEMENT OF AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BZAM LTD., BZAM HOLDINGS INC., BZAM CANNABIS CORP., FOLIUM LIFE SCIENCE INC., 102172093 SASKATCHEWAN LTD., THE GREEN ORGANIC DUTCHMAN LTD., MEDICAN ORGANIC INC., HIGH ROAD HOLDING CORP., FINAL BELL CORP. AND 1001028579 ONTARIO INC.

25. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this order and to assist the Applicants, the Monitor, and their respective agents in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this court, as may be necessary or desirable to give effect to this order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this order.

26. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this order and for assistance in carrying out the terms of this order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

27. **THIS COURT ORDERS** that this order is effective from the date that it is made and is enforceable without any need for entry and filing.

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## SCHEDULE “A” – FORM OF MONITOR’S CERTIFICATE

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 BZAM LTD., BZAM HOLDINGS INC., BZAM  
MANAGEMENT INC., BZAM CANNABIS CORP., FOLIUM LIFE  
SCIENCE INC., 102172093 SASKATCHEWAN LTD., THE GREEN  
ORGANIC DUTCHMAN LTD., MEDICAN ORGANIC INC., HIGH  
ROAD HOLDING CORP. AND FINAL BELL CORP.

**Applicants**

### RECITALS

A. Pursuant to order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List), dated February 28, 2024, as amended on March 8, 2024 (“**Initial Order**”) the Applicants were granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (“**CCAA**”), and FTI Consulting Canada Inc. was appointed as CCAA monitor (the “**Monitor**”) of the Applicants.

B. Pursuant to the Approval and Vesting Order of the Court, granted October 15, 2024 (the “**Order**”), the court, *inter alia*: (i) approved the transaction (the “**Transaction**”) contemplated by the share purchase agreement (the “**Purchase Agreement**”) between BZAM Holdings Inc. (the “**Vendor**”), BZAM Management Inc. (the “**Company**”), Wyld Canada Inc., and 1000912353 Ontario Inc. (the “**Purchaser**”), for the purchase and sale of the Company Shares and authorizing and directing the Vendor and the Company to perform their obligations under the Purchase Agreement; (ii) added 1001028579 Ontario Inc. (“**ResidualCo**”) as an applicant to these CCAA proceedings and removing the Company as an applicant to these CCAA proceedings in order to carry out the Transaction; (iii) transferred and vested all of the Company’s right, title and interest in and to the Excluded Liabilities and the Excluded Assets to and in ResidualCo; and (iv) vested in the Purchaser or its nominee all of the right, title and interest in and to the Company Shares and

the Retained Assets owned by the Company on the Closing Date, free and clear of all Encumbrances other than Permitted Encumbrances, which vesting is, 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, the Vendor, and the Company that all conditions to closing have been satisfied or waived by the parties to the Purchase Agreement.

C. Capitalized terms not defined herein shall have the meaning given to them in the Order.

**THE MONITOR CERTIFIES** the following:

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

) **FTI CONSULTING CANADA INC.**, in  
) its capacity as court-appointed monitor of  
) the Applicants and not in its personal  
) capacity

) Per: \_\_\_\_\_

) Name: [●]

) Title: [●]

**SCHEDULE “4.3”  
TRANSFERRED ASSETS**

- All assets of the Company not related to, or associated with, Wyld, including without limitation, all such cash, accounts receivable, equipment, inventory, tools and intellectual property.

**THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF JAMIE ERNST SWORN  
THE 14TH DAY OF OCTOBER, 2024**



---

**LINDA FRASER-RICHARDSON**  
A Commissioner for taking Affidavits  
(or as may be)

**SCHEDULE "A"**  
**EXCLUDED ASSETS**

~~[Note: Schedule to be further completed at least five (5) days prior to the Closing Date.]~~

1. Excluded Contracts;
2. Inventory sold in the ordinary course of Business in the Interim Period;
3. All cash received by the Company relating to non-Wyld products from June 1, 2024 onwards, and cash in the bank accounts of the Company as of May 31, 2024 (provided, however, that the bank accounts of the Company shall constitute Retained Assets and shall be transferred to the Purchaser at Closing);
4. Intellectual property relating to "Bzam".



**SCHEDULE "B"**  
**EXCLUDED CONTRACTS**

~~{All land leases. To be described in greater detail in the final schedule}~~

~~{NTD: Excluded contracts should be identified prior to service of court materials}~~

All Contracts except for the following, which, for certainty, shall constitute all of the Assumed Contracts:

1. Contracts relating to provincial boards;
2. Contracts with suppliers for Wyld products;
3. Lease for the property municipally known as 19100 Airport Way, Unit 518, Pitt Meadows, BC, V3Y 0E2;
4. Contracts with Employees.

**SCHEDULE "C"**  
**EXCLUDED LIABILITIES**

~~[NTD: Excluded liabilities should be identified prior to service of court materials]~~

Any and all Liabilities that are not Assumed Liabilities, including, without limitation:

1. Any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which the Company may be bound as at the Closing Time;
2. Subject to the terms of the Purchase Agreement, any and all Liabilities arising from or relating to the transfer of the Excluded Assets and Excluded Liabilities to ResidualCo and to which the Company may be bound at the Closing Time, including, for certainty and without limitation, Liabilities and Taxes resulting from any debt forgiveness; provided, however, that such Liabilities shall be transferred to ResidualCo one moment following the Closing Time and the Company shall have no obligation in connection with such Liabilities or Taxes;
3. Any and all Liabilities for Taxes owed or owing by the Company or accrued or assessed prior to May 31, 2024 (provided, however, that Taxes owed or owing by the Company or accrued or assessed prior to February 28, 2024 shall be transferred to ResidualCo, and Taxes owed or owing by the Company or accrued or assessed for the period beginning on February 28, 2024 and ending on May 31, 2024 shall be assumed by the Vendor, all as governed and addressed by Section 4.4);
4. Any and all Liabilities pertaining to the administration of the CCAA Proceedings including, without limitation, under any court-ordered charge granted therein;
5. Any and all Liabilities relating to or existing under or in connection with the Excluded Contracts and Excluded Assets;
5. Any and all Liabilities to Terminated Employees whose employment with the Company is terminated on or before Closing, including all amounts owing on account of statutory notice, termination payments, individual or group notice of termination (as applicable), severance, wages, overtime pay, vacation pay, benefits, bonuses or other compensation or entitlements, including any amounts deemed owing pursuant to statute or common law; and
6. Any Liabilities for commissions, fees or other compensation payable to any finder, broker or similar intermediary in connection with the negotiation, execution or delivery of this Agreement or the consummation of the Transaction.



Licence No. - N° de licence

LICENCE

LICENCE

This licence is issued in accordance with the Cannabis Act and Cannabis Regulations

Cette licence est délivrée conformément à la Loi sur le cannabis et le Règlement sur le cannabis

Licence Holder / Titulaire de la licence : BZAM Management Inc. d.b.a. BZAM Cannabis

Licensed Site / Lieu autorisé : 518 - 19100 AIRPORT WAY PITT MEADOWS, BC, CANADA, V3Y 0E2

The above-mentioned person is authorized to conduct, at the site specified on this licence, the activities listed below for the following licence classes and subclasses.

La personne susmentionnée est autorisée à effectuer, sur le site spécifié sur cette licence, les activités énumérées ci-dessous pour les catégories et les sous-catégories de licence suivantes.

Standard Processing

Transformation standard

<u>Activities</u>	<u>Activités</u>
<ul style="list-style-type: none"> <li><u>To possess cannabis</u></li> <li><u>To produce cannabis, other than obtain it by cultivating, propagating or harvesting it</u></li> <li><u>To sell cannabis in accordance with subsection 17(5) of the Cannabis Regulations</u></li> </ul>	<ul style="list-style-type: none"> <li><u>Avoir du cannabis en sa possession</u></li> <li><u>Produire du cannabis, sauf en l'obtenant par la culture, la multiplication et la récolte</u></li> <li><u>Vendre du cannabis en vertu du paragraphe 17(5) du Règlement sur le cannabis</u></li> </ul>
<u>Conditions</u>	<u>Conditions</u>
<p><u>The licence holder must meet the requirements set out in the Health Canada document entitled "Mandatory cannabis testing for pesticide active ingredients - Requirements".</u></p>	<p><u>Le titulaire de la licence doit respecter les exigences énoncées dans le document de Santé Canada intitulé « Analyse obligatoire du cannabis pour les résidus de principes actifs de pesticides- Exigences ».</u></p>
<p><u>The only cannabis products that the licence holder may sell or distribute to (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis topicals; cannabis extracts; and edible cannabis.</u></p>	<p><u>Les seuls produits du cannabis que le titulaire de la licence peut vendre ou distribuer (i) à un titulaire d'une licence de vente et (ii) à une personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d'une plante de cannabis; cannabis séché; cannabis frais; cannabis pour usage topique; extrait de cannabis; et cannabis comestible.</u></p>
<p><u>The only cannabis products that the licence holder may send or deliver to the purchaser at the request of (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis topicals; cannabis extracts; and edible cannabis.</u></p>	<p><u>Les seuls produits du cannabis que le titulaire de la licence peut expédier ou livrer à l'acheteur à la demande (i) d'un titulaire d'une licence de vente et (ii) d'une personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d'une plante de cannabis; cannabis séché; cannabis frais; cannabis pour usage topique; extrait de cannabis; et cannabis comestible.</u></p>

Indoor Area(s) / Zone(s) intérieure(s) The possession of cannabis and the other activities mentioned above are authorized in the following building(s) / La possession de cannabis et les autres activités mentionnées ci-haut sont autorisées dans les bâtiment(s) suivant(s) :

Building 1

Effective date of the licence:

This licence is effective as of December 7, 2022

Date d'entrée en vigueur de la licence:

Cette licence entre en vigueur à compter du 7 décembre 2022

Expiry date of the licence:

This licence expires on March 27, 2025

Date d'expiration de la licence:

La présente licence expire le 27 mars 2025

79244211.1

Court File No.: CV-24-00715773-00CL

	<u>ONTARIO</u> <u>SUPERIOR COURT OF</u> <u>JUSTICE COMMERCIAL LIST</u>	
<u>THE HONOURABLE</u>	)	<u>TUESDAY THE 15<sup>TH</sup></u>
	)	
<u>JUSTICE OSBORNE</u>	)	<u>DAY OF OCTOBER,</u> <u>2024</u>

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 BZAM LTD., BZAM HOLDINGS INC., BZAM  
MANAGEMENT INC., BZAM CANNABIS CORP., FOLIUM LIFE  
SCIENCE INC., 102172093 SASKATCHEWAN LTD., THE GREEN  
ORGANIC DUTCHMAN LTD., MEDICAN ORGANIC INC., HIGH  
ROAD HOLDING CORP. AND FINAL BELL CORP.

79244211.1

Applicants

**APPROVAL AND VESTING ORDER**

~~Attached.~~ THIS MOTION, made by BZAM Ltd., BZAM Holdings Inc., BZAM Management Inc., BZAM Cannabis Corp., Folium Life Science Inc., 102172093 Saskatchewan Ltd., The Green Organic Dutchman Ltd., Medican Organic Inc., High Road Holding Corp. and Final Bell Corp. (the “Applicants”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C- 36, as amended (“CCAA”), for an order, among other things: (i) approving a share purchase agreement (the “Purchase Agreement”) between BZAM Holdings Inc. (the “Vendor”), BZAM Management Inc. (the “Company”), Wyld Canada Inc., and 1000912353 Ontario Inc. (the “Purchaser”), for the purchase and sale of the Company Shares (as defined in the Purchase Agreement) and authorizing and directing the Vendor and the Company to perform their obligations under the Purchase Agreement; (ii) adding 1001028579 Ontario Inc. (“ResidualCo”) as an applicant to these CCAA Proceedings and removing the Company as an applicant to these

CCAA Proceedings in order to carry out the Transaction contemplated by the Purchase Agreement (the “Transaction”); (iii) transferring and vesting all of the Company’s right, title and interest in and to the Excluded Liabilities and the Excluded Assets to and in ResidualCo; and (iv) vesting in the Purchaser or its nominee all of the right, title and interest in and to the Company Shares and the Retained Assets owned by the Company on the Closing Date (the “Retained Assets”) free and clear of all Encumbrances other than Permitted Encumbrances (each as defined in the Purchase Agreement), upon the filing of a certificate by the Monitor (defined herein) substantially in the form attached as Schedule “A”.

ON READING the notice of motion of the Applicants dated October 8, 2024, the affidavit of Matthew Millich, sworn October 8, 2024, the Sixth Report of FTI Consulting Canada Inc. (in such capacity, the “Monitor”) dated October 11, 2024 (the “Sixth Report”), in its capacity as the court-appointed CCAA monitor of the Applicants, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, and such other counsel appearing on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service of Jamie Ernst, filed.

#### DEFINED TERMS

1. THIS COURT ORDERS that capitalized terms used in this order and not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

#### SERVICE

2. THIS COURT ORDERS that the time for service of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL AND VESTING

~~SCHEDULE "4.3"~~

3. THIS COURT ORDERS that the Purchase Agreement and the Transaction be and are hereby approved and the execution of the Purchase Agreement by the Vendor and the Company is hereby authorized and approved, with such minor amendments as the parties may deem necessary, with the consent of the Monitor. The Vendor and the Company are hereby authorized and directed to perform their obligations under the Purchase Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable to effect the Transaction.

4. THIS COURT ORDERS AND DECLARES that notwithstanding any provision of this order, the closing of the Transaction shall be deemed to occur in the manner and sequence set out in the Closing Sequence, with such alterations, changes or amendments as may be agreed to by the Vendor and the Purchaser, with the prior written consent of the Monitor, provided that such alterations, changes or amendments do not materially alter or impact the Transaction or the consideration which the Vendor or the Applicants' stakeholders will benefit from as part of the Transaction.

5. THIS COURT ORDERS that this order shall constitute the only authorization required by the Vendor and the Company to proceed with the Transaction and that no shareholder or other approval shall be required in connection therewith.

6. THIS COURT ORDERS AND DECLARES that upon the delivery of a copy of the Monitor's certificate (the "Monitor's Certificate") to the Purchaser (the time of such delivery being referred to herein as the "Closing Time"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at

79244211-1  
the Closing Time in the following sequence:

- (a) first, ResidualCo is deemed to be the Company to which the CCAA applies and shall be added to these CCAA Proceedings as an Applicant;
- (b) second, all of the Company's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, and all Claims and Encumbrances (each as defined herein) shall continue to attach to the Excluded Assets and to the proceeds from the purchase price in accordance with paragraph 9 of this order, in either case with the same nature and priority as they had immediately prior to the transfer;
- (c) third, all Excluded Liabilities (which, for greater certainty, shall include all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, Excluded Contracts, leases, agreements, undertakings, Claims (as defined herein), rights and entitlements 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 in equity and whether based in statute or otherwise)) of the Company shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo such that the Excluded Liabilities shall become obligations of ResidualCo and shall no longer be obligations of the Company; and
- (d) fourth, in consideration for the Purchase Price, the Vendor shall transfer the Company Shares to the Purchaser and all right, title and interest in and to the Company Shares shall vest absolutely in the Purchaser, free and clear of and  
from any and all: civil, criminal, administrative, regulatory, arbitral or  
investigative inquiry, action, suit, investigation or proceeding and any claim of



any kind (including any cross claim or counterclaim), demand, investigation, chose in action, default, assessment, litigation, third party action, judgement, or proceedings by or before any person, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, reservations of ownership, rights of retention, royalties, options, rights of pre-emption, privileges, assignments (as security), any and all restrictions on the transfer of shares, equity securities, partnership or membership units or interests or other interests in property, including rights of first refusal, rights of first offer, shotgun rights, purchase options, change of control consent rights, puts or forced sales provisions or similar rights of shareholders, members or lenders in respect of such interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, writs of enforcement, writs of seizure, or any 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 Initial Order or any other orders in these CCAA Proceedings; and (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, with the exception of the Permitted Encumbrances (all of which are collectively referred to as “Encumbrances”); for greater certainty, this court orders that all of the Encumbrances affecting or relating to the Company Shares or the Retained Assets are hereby expunged and discharged as against the Company Shares or the Retained Assets, and, for greater certainty, this court orders that,

notwithstanding anything else in this order, the Encumbrances and the Claims do not include the Permitted Encumbrances.

7. THIS COURT ORDERS AND DECLARES that, effective one moment following the Closing Time, any and all Liabilities arising from or relating to: (a) the change of control resulting from the Transaction; and (b) the transfer of the Excluded Assets and Excluded Liabilities to ResidualCo; and to which the Company may be bound at the Closing Time, including, for greater certainty and without limitation, Liabilities and Taxes resulting from any debt forgiveness, shall be transferred to ResidualCo and the Company shall have no obligation in connection with such liabilities or Taxes.

8. THIS COURT ORDERS AND DECLARES that, effective two moments following the Closing Time, the CCAA proceeding shall be terminated in respect of the Company, its business and property, and the Company shall be deemed to be released from the purview of the 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 Company) shall continue to apply in all respects. For greater certainty, these CCAA Proceedings shall continue in respect of the remaining Applicants (including the Vendor and ResidualCo).

9. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Company Shares (the "Proceeds") shall stand in the place and stead of the Company Shares and Retained Assets as they pertain to the Company, 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 Company Shares and Retained Assets immediately prior to the sale.

10. 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.

11. THIS COURT ORDERS that the Monitor may rely on written notice from the Vendor, the Company, and the Purchaser regarding the fulfilment or waiver of conditions to closing under the Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

12. THIS COURT ORDERS that upon delivery of the 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 Company, the Retained Assets 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 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 Retained Assets and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations on the Retained Assets and the Excluded Assets, as applicable.

13. THIS COURT ORDERS that pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Company or the Monitor, as the case may be, are authorized, permitted and directed to, at the Closing Time, disclose to the Purchaser all human resources and payroll information in the records of the Company pertaining to past and current employees of the Company. 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 Company prior to the Closing Time.

14. THIS COURT ORDERS AND DECLARES that, at the Closing Time and without limiting the provisions of paragraphs 6 and 9 hereof, the Company shall be released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) owed or owing, including assessed or accrued Taxes, against the Company prior to February 28, 2024, other than the source deduction deemed trust debt owing by the Company prior to February 28, 2024 in the amount of \$59,978.17 (the "Source Debt"). For greater certainty, nothing in this order or the Purchase Agreement precludes the Minister of National Revenue from exercising its rights with respect to any Taxes owed or owing, including assessed or accrued Taxes, against the Company on or after February 28, 2024 and the Source Debt, provided that, pursuant to the Purchase Agreement, any and all Liability for Taxes owed or owing, including assessed or accrued Taxes, against the Company during the period of March 1, 2024 through May 31, 2024 is exclusively a Liability of the Vendor.

15. THIS COURT DECLARES that the Transaction as between the Purchaser to the Vendor is made at fair market value.

16. THIS COURT ORDERS that except to the extent expressly contemplated by the Purchase Agreement, all contracts to which the Company is a party to upon 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 Company);
- (b) the insolvency of the Company or the fact that the Company 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 Purchase Agreement, the Transaction or the provisions of this order, or any other order of the court in these CCAA Proceedings; or
- (d) any transfer or assignment, or any change of control of the Company arising from the implementation of the Purchase Agreement, the Transaction or the provisions of this order.

17. THIS COURT ORDERS that for greater certainty, that (a) nothing in paragraph 16 hereof shall waive, compromise or discharge any obligations of the Company or the Purchaser, in respect of any Assumed Liabilities, (b) the designation of any Claim as an Assumed Liability is without prejudice to any of the Company's or the Purchaser's right to dispute the existence, validity or quantum of any such Assumed Liability, and (c) nothing

in this order or the Purchase Agreement shall affect or waive the Company's or the Purchaser's rights and defenses, 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.

18. THIS COURT ORDERS that from and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, 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 Company arising directly or indirectly from the filing of the Company under the CCAA and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 16 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 Company from performing its obligations under the Purchase Agreement or be a waiver of defaults by the Company under the Purchase Agreement or related documents.

19. THIS COURT ORDERS that from and after the Closing 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, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company relating in any way to or in respect of any Taxes, Excluded Assets, Excluded Liabilities or Excluded

Contracts and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this order.

20. THIS COURT ORDERS that from and after the Closing Time:

- (a) the nature of the Assumed Liabilities retained by the Company, 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 Closing Time had a valid right or claim against the Company under or in respect of any Excluded Contract or Excluded Liability (each an “Excluded Liability Claim”) shall no longer have such right or claim against the Company but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Contract or Excluded Liability from and after the Closing 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 Closing Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the Closing Time.

21. THIS COURT ORDERS AND DECLARES that, as of the Closing Time, all references in any order of this court in respect of these CCAA Proceedings to (i) an ~~79244211-1~~ “Applicant” or the “Applicants” 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 Initial Order, as amended and restated from time to time), shall constitute a charge on the ResidualCo Property.

22. 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, R.S.C., 1985, c. B-3, as amended (the “BIA”), in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Applicants,

the Purchase Agreement and the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo and the transfer and vesting of the Company Shares in and to the Purchaser) and any payments by or to the Purchaser, the Vendor, or the Monitor authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of any Applicant shall not be void or voidable by creditors of any Applicant, 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.



GENERAL

SCHEDULE "4.3"

23. THIS COURT ORDERS that, following the Closing Time, the Purchaser and/or the Company and their representatives shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Company Shares and the Retained Assets.

24. THIS COURT ORDERS that, following the Closing 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 A PLAN OF COMPROMISE OR ARRANGEMENT OF AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BZAM LTD., BZAM HOLDINGS INC., BZAM CANNABIS CORP., FOLIUM LIFE SCIENCE INC., 102172093 SASKATCHEWAN LTD., THE GREEN ORGANIC DUTCHMAN LTD., MEDICAN ORGANIC INC., HIGH ROAD HOLDING CORP., FINAL BELL CORP. AND 1001028579 ONTARIO INC.

25. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere, to give effect to this order and to assist the Applicants, the Monitor, and their respective agents in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this court, as may be necessary or desirable to give effect to this order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this order.

26. THIS COURT ORDERS that ~~each of the Applicants~~ Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this order and for assistance in carrying out the terms of this order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

27. THIS COURT ORDERS that this order is effective from the date that it is made and is enforceable without any need for entry and filing.

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SCHEDULE "A" – FORMER MONITOR'S CERTIFICATE

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 BZAM LTD., BZAM HOLDINGS INC., BZAM  
MANAGEMENT INC., BZAM CANNABIS CORP., FOLIUM LIFE  
SCIENCE INC., 102172093 SASKATCHEWAN LTD., THE GREEN  
ORGANIC DUTCHMAN LTD., MEDICAN ORGANIC INC., HIGH  
ROAD HOLDING CORP. AND FINAL BELL CORP.

Applicants

RECITALS

A. Pursuant to order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List), dated February 28, 2024, as amended on March 8, 2024 ("Initial Order") the Applicants were granted protection from their creditors pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended ("CCAA"), and FTI Consulting Canada Inc. was appointed as CCAA monitor (the "Monitor") of the Applicants.

B. Pursuant to the Approval and Vesting Order of the Court, granted October 15, 2024 (the "Order"), the court, *inter alia*: (i) approved the transaction (the "Transaction") contemplated by the share purchase agreement (the "Purchase Agreement") between BZAM Holdings Inc. (the "Vendor"), BZAM Management Inc. (the "Company"), Wyld Canada Inc., and 1000912353 Ontario Inc. (the "Purchaser"), for the purchase and sale of the Company Shares and authorizing and directing the Vendor and the Company to perform their obligations under the Purchase Agreement; (ii) added 1001028579 Ontario Inc. ("ResidualCo") as an applicant to these CCAA proceedings and removing the Company as an applicant to these CCAA proceedings in order to carry out the Transaction; (iii) transferred and vested all of the Company's right, title and interest in and to the Excluded Liabilities and the Excluded Assets to and in ResidualCo; and (iv)

vested in the Purchaser or its nominee, all of the right, title and interest in and to the Company Shares and

the Retained Assets owned by the Company on the Closing Date, free and clear of all Encumbrances other than Permitted Encumbrances, which vesting is, 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, the Vendor, and the Company that all conditions to closing have been satisfied or waived by the parties to the Purchase Agreement.

C. Capitalized terms not defined herein shall have the meaning given to them in the Order.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Purchaser, the Vendor, and the Company, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Purchase Agreement.

2. This certificate was delivered by the Monitor at \_\_\_\_\_ on \_\_\_\_\_, 2024.

) FTI CONSULTING CANADA INC., in  
) its capacity as court-appointed monitor  
of  
) the Applicants and not in its personal  
) capacity  
) Per: \_\_\_\_\_  
) Name: [●]  
) Title: [●]

**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 BZAM LTD., BZAM HOLDINGS INC., BZAM MANAGEMENT INC., BZAM CANNABIS CORP., FOLIUM LIFE SCIENCE INC., 102172093 SASKATCHEWAN LTD., THE GREEN ORGANIC DUTCHMAN LTD., MEDICAN ORGANIC INC., HIGH ROAD HOLDING CORP. AND FINAL BELL CORP.**

Applicant

Court File No. CV-24-00715773-00CL

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceeding commenced at Toronto

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**AFFIDAVIT OF JAMIE ERNST**  
(Sworn October 14, 2024)

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