



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
)
JUSTICE OSBORNE) TUESDAY THE 15TH
 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 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.

16. **THIS COURT ORDERS** that for greater certainty, that (a) nothing in paragraph 15 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.

17. **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 15 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.

18. **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.

19. **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.

20. **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.

21. **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

22. **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.

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

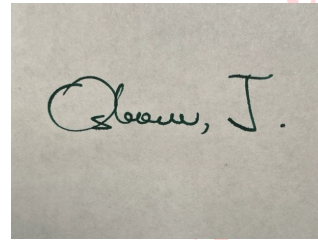
IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED

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.

24. **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.

25. **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.

26. **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.

A rectangular box containing a handwritten signature in black ink that reads "Osborne, J.".

Digitally signed
by Osborne J.

Date:

2024.10.22

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

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

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