Court File No. CL-26-00000122-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 18TH DAY
	)	
JUSTICE CONWAY	)	OF AUGUST, 2026

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 THE CANNABIST COMPANY HOLDINGS INC., THE CANNABIST COMPANY HOLDINGS (CANADA) INC., AND COLUMBIA CARE DELAWARE LLC

(Applicants)

SALE APPROVAL ORDER

THIS MOTION, made by The Cannabist Company Holdings Inc. (the "**Parent Company**"), The Cannabist Company Holdings (Canada) Inc., and Columbia Care Delaware LLC, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order approving the sale transactions (collectively, the "**Transactions**" and each individually a "**Transaction**") contemplated by the purchase agreement between the Parent Company, Columbia Care LLC ("**Columbia Care**"), the entities listed on Schedule "**A**" hereto (the "**Transferred Entities**" and each a "**Transferred Entity**"), the entities listed on Schedule "**B**" hereto (the "**Seller Entities**" and each a "**Seller Entity**", and together with the Transferred Entities, the "**Companies**" and each a "**Company**"), and Vireo Health of Arcadia, LLC (the "**Buyer**"), dated July 19, 2026 (the "**Purchase Agreement**") attached as Exhibit "A" to the Affidavit of Grant Kassel sworn July 31, 2026 (the "**Second Kassel Affidavit**"), for: (i) the sale to the Buyer of the issued and outstanding Equity (as defined in the Purchase Agreement) of the Transferred Entities; (ii) the sale to the Buyer of the Seller Entities' rights, title, and interest in and to the Transferred Assets (as defined in the Purchase Agreement), was heard this day by videoconference via Zoom in Toronto, Ontario**.**

ON READING the Affidavit of Grant Kassel sworn March 24, 2026 (the "**First Kassel Affidavit**") and the exhibits thereto, the Second Kassel Affidavit and the exhibits thereto, the Fifth

Report of FTI Consulting Canada Inc. ("**FTI**") in its capacity as court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated August 13, 2026, and such further materials as counsel may advise, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, counsel to the Supporting Noteholders, and such other parties as listed on the counsel slip, no other party appearing although duly served as appears from the affidavit of Brittney Ketwaroo sworn August 2, 2026, filed:

SERVICE AND DEFINITIONS

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.

3. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Purchase Agreement, or the Amended and Restated Initial Order dated April 2, 2026, (the "**ARIO**"), as applicable.

APPROVAL OF TRANSACTIONS

4. **THIS COURT ORDERS** that the Purchase Agreement and the Transactions contemplated thereby are hereby approved, and the execution of the Purchase Agreement by the Parent Company is hereby authorized and approved, with such minor amendments as the Parent Company, Columbia Care, the Companies, and the Buyer, with the consent of the Monitor and the Supporting Noteholders (to the extent required by the Support Agreement), may deem necessary.

5. **THIS COURT ORDERS** that the Parent Company is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including to consummate the sale and transfer to the Buyer of the Equity of the Transferred Entities and the Transferred Assets and Assumed Liabilities from the Seller Entities in each applicable Market.

6. **THIS COURT ORDERS** that the Parent Company is hereby authorized, empowered and directed to comply with and perform its obligations under the Purchase Agreement, the Transaction Agreements, and any ancillary documents related thereto, as applicable, including any services agreement entered into in respect of a Market.

7. **THIS COURT ORDERS** that this Order shall constitute sufficient authorization required by the Parent Company to enter into the Purchase Agreement and the Transaction Agreements and to proceed with the Transactions, and that no shareholder, member, lender, noteholder, or other corporate approvals shall be required in connection therewith.

8. **THIS COURT ORDERS** that the net cash proceeds from each Transaction shall be deposited into an escrow account located in Canada (the "**Escrow Account**") held by Odyssey Trust Company (the "**Escrow Agent**"), with funds from the Escrow Account to be released pursuant to the Order of this Court dated May 25, 2026.

9. **THIS COURT ORDERS** that Columbia Care is hereby added as an Applicant in these CCAA Proceedings, such that Schedule "A" to the ARIO is hereby amended to remove Columbia Care from the list of "Subsidiaries" and, from and after the date of this Order, all references in any Order of this Court in respect of these CCAA Proceedings to: (a) an "Applicant" shall refer to and include Columbia Care; and (b) "Property" in the ARIO shall include the current and future assets, licenses, undertakings, and properties of every nature and kind whatsoever, and wherever situate including all proceedings thereof, of Columbia Care.

10. **THIS COURT ORDERS** that upon:

(a) the closing of the Ohio Transaction (as defined in the First Kassel Affidavit and the Sale Approval Order granted by Justice J. Dietrich dated April 15, 2026), Green Leaf Medical of Ohio III, LLC, shall become an Applicant in these proceedings;

(b) the delivery of a Monitor's certificate to the Buyer substantially in the form attached as Schedule "**C**" hereto (the "**Monitor's Certificate**") confirming the closing of the Transaction with respect to the Transferred Entity and the Seller Entities in the Colorado Market, (i) Columbia Care CO Inc.; (ii) Futurevision Ltd.; and (iii) The Green Solution, LLC, shall become Applicants in these proceedings;

(c) the delivery of the Monitor's Certificate confirming the closing of the Transaction with respect to the Transferred Entity in the Illinois Market, (i) Columbia Care Illinois LLC; and (ii) Curative Health Cultivation LLC, shall become Applicants in these proceedings; and

(d) the delivery of the Monitor's Certificate confirming the closing of the Transaction with respect to the Seller Entity in the Massachusetts Market, Patriot Care Corp. shall become an Applicant in these proceedings;

such that any of the foregoing Subsidiaries who become Applicants in this proceeding shall have the same rights, obligations, and protections afforded to the Applicants hereunder and under the ARIO and shall be entitled to the benefits and protections of the CCAA and any orders made in these proceedings.

11. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of claims, the net proceeds (including all cash and non-cash proceeds) from the sale and transfer of the Equity of the Transferred Entities and the Transferred Assets, shall stand in the place and stead of such Equity and the Transferred Assets, as applicable, and that from and after the delivery of the applicable Monitor's Certificate, all claims and encumbrances shall attach to the net proceeds from the sale of the Transferred Assets and such Equity, as applicable, with the same priority as they had with respect to the Transferred Assets and such Equity immediately prior to the sale, as applicable, as if the Transferred Assets and such Equity had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the applicable Transaction.

12. **THIS COURT ORDERS** that Odyssey Trust Company, in its capacity as indenture trustee (the "**Indenture Trustee**") under the Amended and Restated Indenture dated May 29, 2025, and First Supplement Indenture dated as of May 29, 2025 (collectively, the "**Indentures**") is hereby authorized and directed to deliver releases of: (i) all security interests and Liens against the Equity of the Transferred Entities and/or the Transferred Assets in the relevant Markets arising in respect of the Indentures, including those set forth on Schedule "**D**" hereto; and (ii) all guarantees granted by the Companies in connection with the Indentures, which releases shall be released from escrow solely upon, and shall be effective upon, delivery of the applicable Monitor's Certificate.

13. **THIS COURT ORDERS** that: (a) the Indenture Trustee shall have no liability in connection with delivery of the releases contemplated by paragraph 12 of this Order; and (b) the Escrow Agent shall have no liability in connection with receiving and holding net proceeds from the closing of each Transaction contemplated by paragraph 8 of this Order, to the extent that the Escrow Agent receives and holds such net proceeds.

14. **THIS COURT ORDERS** that the Monitor shall file with the Court a copy of any Monitor's Certificate, forthwith after delivery thereof.

15. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Parent Company, Columbia Care, the Companies, the Buyer, and the Escrow Agent (if such latter party has received the Purchase Price), or their respective counsel, regarding the fulfilment or waiver of conditions to each Closing under the Purchase Agreement and shall have no liability with respect to delivery of any Monitor's Certificate.

WAIVERS

16. **THIS COURT ORDERS** that from and after the Closing of a Transaction for a Market, all Persons shall be absolutely and forever barred, estopped, foreclosed and permanently enjoined from pursuing, asserting, exercising, commencing, continuing or enforcing any claims, rights, entitlements, remedies, encumbrances, or proceedings (directly or indirectly) against or in respect of the Transferred Assets or the Equity of the Transferred Entities, as applicable, the applicable Company (including under any Contract to which the Company is party), or the Buyer, that are in any way related to, arising from or in connection with the following (collectively, the "**Specified Matters**"):

(a) the consummation of the Transaction or the pre-closing Restructuring for the applicable Market;

(b) the commencement or existence of these CCAA Proceedings, the Chapter 15 Proceeding or any insolvency proceeding in respect of the Applicants or the Subsidiaries;

(c) the insolvency of any of the Applicants or any alleged insolvency of the Subsidiaries;

(d) any cross-default caused by the actions or inactions of the Applicants or the Subsidiaries (other than the Companies) under a Contract; or

(e) the change of control of the Companies arising from the implementation of the Purchase Agreement, the applicable Transaction, or the provisions of this Order, and for greater certainty, the Specified Matters shall not include any monetary defaults of the Companies.

17. **THIS COURT ORDERS** that as of Closing with respect to the applicable Transaction, any Person who is a counterparty to a Contract with the Company or has any rights under any Contract with the Company in the applicable Market shall be deemed to have permanently waived any default or non-compliance by the Company under the terms of any Contract arising from or related to any Specified Matter and any and all notices of default or any step or proceeding taken or commenced in connection with a Specified Matter shall be deemed to have been rescinded and of no further force or effect.

GENERAL

18. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) or other applicable legislation in respect of the Applicants and any bankruptcy or receivership order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Applicants;

the Closing of any Transaction and the Purchase Agreement pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicants, Columbia Care or the Companies subject to that Transaction, and shall not be void or voidable by creditors of the Applicants, Columbia Care or the Companies subject to that Transaction, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

19. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, including the U.S. Bankruptcy Court, to give effect to this Order and to assist the Applicants, the Foreign

Representative, 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 Foreign Representative, 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 Foreign Representative, the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

20. **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.

Conway J.

Schedule "A" – Transferred Entities

Market	Seller	Transferred Entities
Illinois	Columbia Care LLC	• Curative Health LLC (100%)
New Jersey	Columbia Care LLC	• Prolific Brands of New Jersey, LLC (100%)
West Virginia	Columbia Care LLC	• Columbia Care WV LLC (100%)
Colorado	Columbia Care LLC	• MJ Brain Bank, LLC (100%)

Schedule "B" – Seller Entities

Market	Seller Entities
Colorado	• Futurevision Ltd. (100%) • Columbia Care CO Inc. (100%) • The Green Solution, LLC (100%)
Massachusetts	• Patriot Care Corp. (100%)

Schedule "C" – Form of Monitor's Certificate

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(Applicants)

MONITOR'S CERTIFICATE

(NAME OF APPLICABLE MARKET TO BE INSERTED)

RECITALS:

1. Pursuant to an Order of the Honourable Justice J. Dietrich of the Ontario Superior Court of Justice (the "**Court**") dated March 24, 2026, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of the undertaking, property and assets of The Cannabist Company Holdings Inc. and The Cannabist Company Holdings (Canada) Inc. (the "**Applicants**").

2. Pursuant to an Order of the Court dated August 18, 2026, the Court approved the purchase agreement entered into between the Parent Company, Columbia Care LLC ("**Columbia Care**"), the entities listed on Schedule "**A**" thereto (the "**Transferred Entities**"), the entities listed on Schedule "**B**" thereto (the "**Seller Entities**", and together with the Transferred Entities, the "**Companies**" and each a "**Company**"), and Vireo Health of Arcadia, LLC (the "**Buyer**"), dated July 19, 2026 (the "**Purchase Agreement**") for: (i) the sale to the Buyer of the issued and outstanding Equity (as defined in the Purchase Agreement) of the Transferred Entities; (ii) the sale to the Buyer of the Seller Entities' rights, title, and interest in and to the Transferred Assets (as defined in the Purchase Agreement).

3. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Buyer has paid the applicable Purchase Price to Columbia Care due on the **[APPLICABLE CLOSING DATE]** for the **[APPLICABLE MARKET(S)]** pursuant to the Purchase Agreement;

2. The Escrow Agent has received the net cash proceeds of the Transaction; and

3. The Monitor has received written confirmation from the Sellers and the Buyer, in form and substance satisfactory to the Monitor that the conditions to Closing with respect to **[APPLICABLE MARKET(S)]** set out in Article VII of the Purchase Agreement have been satisfied or waived by the applicable parties, and, accordingly, that the Transaction for the **[APPLICABLE MARKET(S)]** has been completed to the satisfaction of the Parent Company, Columbia Care, the Companies, and the Buyer.

DATED at Toronto, Ontario, this ______ day of _________________, 2026.

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

By: ________________________________

Name:

Title:

Schedule "D" – Noteholder Encumbrances

Debtor	Jurisdiction	Secured Party	File Date	File Number
Curative Health LLC	IL SOS	Odyssey Trust Company	05/14/2020 Continuation Filed: 03/04/2025	25486382
Columbia Care New Jersey LLC	NJ Division of Revenue & Enterprise Services	Odyssey Trust Company	05/14/2020 Continuation Filed: 03/03/2025	54003385
Columbia Care WV LLC	WV SOS	Odyssey Trust Company	05/12/2023	2023E051200039
MJ Brain Bank, LLC	CO SOS	Odyssey Trust Company	12/11/2020 Continuation Filed: 06/12/2025	20202136141

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PROCEEDING COMMENCED AT TORONTO

REMAINING STATES SALE APPROVAL ORDER

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