

Court File No. CL-26-00000122-0000

The Cannabist Company Holdings Inc., et al.

**FOURTH REPORT OF THE MONITOR,
FTI CONSULTING CANADA INC.**

June 16, 2026

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

**FOURTH REPORT OF FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS MONITOR**

I. INTRODUCTION

1. On March 24, 2026, The Cannabist Company Holdings Inc. (the “**Parent Company**”) and The Cannabist Company Holdings (Canada) Inc. (together with the Parent Company, the “**Original Applicants**”) sought and obtained an initial order (the “**Initial Order**”) from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). The proceeding that the Original Applicants commenced under the CCAA is referred to herein as the “**CCAA Proceeding**”.
2. The Initial Order, among other things:
 - (a) appointed FTI Consulting Canada Inc. (“**FTI**”) as the monitor of the Original Applicants (in such capacity, the “**Monitor**”);
 - (b) granted a stay of proceedings in favour of the Original Applicants and their subsidiaries listed in **Schedule “A”** hereto (the “**Subsidiaries**”, and together with

the Original Applicants, the “**CC Group**”) up to and including April 2, 2026 (the “**Stay of Proceedings**”);

- (c) approved the Original Applicants’ and the Subsidiaries’ ability to pay pre-filing amounts in respect of critical vendors up to a maximum of \$4 million, with the Monitor’s consent;
 - (d) appointed the Parent Company as the “foreign representative” for purposes of the proceeding under Chapter 15 of the United States Bankruptcy Code before the United States Bankruptcy Court for the District of Delaware (the “**U.S. Court**”, and such proceeding, the “**Chapter 15 Proceeding**”);
 - (e) granted the Administration Charge and the D&O Charge; and
 - (f) approved the continued utilization of the Cash Management System.
3. On April 2, 2026, the Court granted an amended and restated initial order (the “**ARIO**”) that, among other things:
- (a) extended the Stay of Proceedings to May 29, 2026;
 - (b) approved a key employee retention plan in favour of certain key employees of the CC Group and granted the KERP Charge in the maximum amount in connection therewith;
 - (c) appointed SierraConstellation Partners LLC as the chief restructuring officer of the Original Applicants;
 - (d) approved the engagements of Moelis & Company LLC and Ducera Partners LLC and the Transaction Fee Charge in respect of certain fees thereof;
 - (e) authorized the CC Group to incur no further expenses in relation to various securities filings;

- (f) approved the Original Applicants' and the Subsidiaries' ability to pay pre-filing amounts in respect of critical vendors up to an increased maximum of \$8 million, with the Monitor's consent;
 - (g) increased the maximum amount of the Administration Charge to \$2.5 million;
 - (h) increased the maximum amount of the D&O Charge to \$10.5 million; and
 - (i) approved the terms of the support agreement (the "**Support Agreement**") dated March 23, 2026, by and between the Original Applicants and certain holders of the majority of the Senior Notes.
4. A copy of the ARIO is attached hereto as **Appendix "A"**.
 5. On April 15, 2026, the Court granted orders, among other things, approving transactions for the purchase and sale of substantially all of the assets in respect of the CC Group's Delaware business (the "**Delaware Transaction**") and Ohio businesses (the "**Ohio Transaction**", and together with the Delaware Transaction, the "**Transactions**"). The Delaware Transaction closed on May 8, 2026, and, as a result, Columbia Care Delaware LLC (together with the Original Applicants, the "**Applicants**") was added as an "Applicant" to this CCAA Proceeding for purposes of the ARIO.
 6. On May 25, 2026, the Court granted an order, among other things, authorizing cash distributions to be made to certain of the CC Group's creditors, including from the proceeds of sale from the Transactions, in each case subject to the terms and conditions set out in such order. That same day, the Court granted a further order extending the Stay of Proceedings to September 30, 2026, and approving the fees and disbursements of the Monitor and its counsel, Torys LLP, through to May 10 and 15, 2026, respectively.
 7. Copies of each of FTI's pre-filing report dated March 24, 2026 (the "**Pre-Filing Report**"), first report dated March 31, 2026 (the "**First Report**"), second report dated April 10, 2026 (the "**Second Report**"), and third report dated May 19, 2026 (the "**Third Report**"), are available on the Monitor's website at <https://cfcanada.fticonsulting.com/tcc>.

8. The purpose of this Fourth Report of the Monitor (the “**Fourth Report**”) is to provide this Court with information regarding:
 - (a) the activities of the CC Group and the Monitor since the Third Report;
 - (b) an update on this CCAA Proceeding; and
 - (c) the Monitor’s comments on the Applicants’ motion for an order (the “**EWB Stipulation Approval Order**”), among other things, approving the stipulation between the Applicants, the rest of the CC Group and East West Bank (“**EWB**”) dated June 12, 2026 (the “**EWB Stipulation**”), a copy of which is attached hereto as **Appendix “B”**.

II. TERMS OF REFERENCE

9. In preparing this Fourth Report, the Monitor has relied upon unaudited financial information of the Applicants, the Applicants’ books and records, certain financial information prepared by the Applicants, and discussions with various parties (the “**Information**”).
10. Except as otherwise described in this Fourth Report:
 - (a) The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
 - (b) The Monitor has not examined or reviewed financial forecasts and projections referred to in this Fourth Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
11. The Monitor has prepared this Fourth Report in connection with the Applicants’ motion for the EWB Stipulation Approval Order, and this Fourth Report should not be relied on for any other purpose.

12. Future-oriented financial information reported or relied on in preparing this Fourth Report is based on the assumptions of the management of the Applicants (“**Management**”) regarding future events; actual results may vary from forecast and such variations may be material.
13. Unless otherwise stated, all monetary amounts contained herein are expressed in United States Dollars. Any capitalized terms not defined herein have the meanings given to them in the ARIO.

III. ACTIVITIES OF THE MONITOR SINCE THE THIRD REPORT

14. The Monitor has undertaken the following activities since the Third Report:
 - (a) maintaining a website at <https://cfcanada.fticonsulting.com/tcc> (the “**Monitor’s Website**”) and posting documents, court materials and updates on this CCAA Proceeding;
 - (b) maintaining a dedicated email address (tcc@fticonsulting.com) and hotlines (local:1-416-649-8130 and toll-free: 1-833-708-8209) for stakeholders to communicate directly with the Monitor in respect of their questions or concerns about this CCAA Proceeding and responding in a timely manner to enquiries submitted through the Monitor’s email address and hotlines. To date the Monitor has responded to over 185 enquiries through its communication channels;
 - (c) posting the updated service list for this CCAA Proceeding on the Monitor’s Website;
 - (d) engaging in discussions with the CC Group, its legal counsel, and its directors and management in respect of the CC Group’s operations;
 - (e) reviewing and considering various issues raised in the EWB Objection (as defined below) and the EWB Stipulation that resulted from the parties’ negotiations in respect of such objection;

- (f) engaging in discussions with the CC Group, its legal counsel, and its directors and management in respect of ongoing wind down efforts, including wind-down activities in certain markets that the CC Group will be exiting;
- (g) engaging in discussions with the CC Group in respect of the Ohio Transaction and the advancement and progress of same;
- (h) engaging in discussions with the CC Group in respect of the Remaining States Transaction (as defined in the Pre-Filing Report) and the advancement and progress of same;
- (i) engaging in discussions with the CC Group around communication with employees and other key stakeholder groups;
- (j) engaging in discussions with former employees in respect of the CCAA Proceeding, court processes and stay of proceedings;
- (k) engaging in discussions with and/or assisting the CC Group in discussions with landlords, regulatory bodies, suppliers, other creditors and employees related to this CCAA Proceeding and responding to requests for information from certain such parties;
- (l) engaging in discussions with and/or assisting the CC Group in discussions with certain cannabis regulators in the United States, including in respect of items arising in the context of the Remaining States Transaction, which discussions are ongoing;
- (m) engaging with the Monitor's legal counsel, Torys LLP, and the Monitor's local Delaware counsel, Morris, Nichols, Arsht & Tunnell LLP, regarding matters related to this CCAA Proceeding and the Chapter 15 Proceeding;
- (n) monitoring the receipts and disbursements of the CC Group;
- (o) responding to various enquiries from stakeholders of the CC Group; and
- (p) preparing this Fourth Report.

IV. ACTIVITIES OF THE CC GROUP SINCE THE THIRD REPORT

15. Since the Third Report, the Monitor understands that the CC Group, with the assistance of its legal counsel and the Monitor, has undertaken the following activities, among others:
- (a) communicated with employees to provide information about this CCAA Proceeding, sale transactions, including the Ohio Transaction and the Remaining States Transaction, and wind down of remaining markets, and to answer their questions, which discussions are ongoing;
 - (b) communicated with the CC Group's vendors and certain other stakeholders to provide information about this CCAA Proceeding and to answer their questions;
 - (c) engaged in discussions with certain cannabis regulators in the United States, including in respect of items arising in the context of the Remaining States Transaction, which discussions are ongoing;
 - (d) communicated with the Cboe Canada Inc. exchange and the OTCQX exchange regarding the CCAA filing;
 - (e) engaged in discussions and negotiations with EWB and its counsel in respect of the EWB Objection (as defined below) and the issues raised in same, which discussions ultimately resulted in the EWB Stipulation;
 - (f) continued to advance the Ohio Transaction;
 - (g) continued negotiations regarding Remaining States Transaction; and
 - (h) managed cash flows and made disbursements in accordance with the ARIO and the Support Agreement, in consultation with the Monitor.

V. EWB STIPULATION

16. As described in the Pre-Filing Report, the CC Group is indebted to EWB under three loan agreements and related mortgages over real property in the aggregate amount of approximately \$40,422,607 (as of December 31, 2025). More particularly:

- (a) Columbia Care NY Realty LLC and the Parent Company, as guarantor, owe EWB approximately \$18,410,257 (as of December 31, 2025), under a loan facility secured by, among other things, a mortgage against real property located at 5784 Sound Avenue, Riverhead, NY 11901 (the “**NY Property**”);
 - (b) Columbia Care NJ Realty LLC and the Parent Company, as guarantor, owe EWB approximately \$15,894,384 (as of December 31, 2025), under a loan facility secured by, among other things, a mortgage against real property located at 51 West Park Avenue, Vineland, NJ 08360 (the “**NJ Property**”); and
 - (c) Columbia Care MD Realty LLC and the Parent Company and Green Leaf Medical, LLC, as guarantors, owe EWB approximately \$6,117,966 (as of December 31, 2025), under a loan facility secured by, among other things, a mortgage against real property located at 6797 Bowmans Crossing, Frederick, MD 21703 (the “**MD Property**”, and together with the NY Property and the NJ Property, the “**Properties**”),

(such facilities and security, collectively, the “**Mortgages**”).
17. In addition to these mortgage facilities, the CC Group maintains approximately a third of its bank accounts with EWB as part of its cash management system. The borrowers under the Mortgages have certain reserve accounts and operating accounts, which serve as additional collateral for the Mortgages.
18. As described in the First Report and the Second Report, the Parent Company, in its capacity as the foreign representative of the Applicants (in such capacity, the “**Foreign Representative**”), commenced the Chapter 15 Proceeding before the U.S. Court on March 25, 2026.
19. On May 1, 2026, EWB filed an objection (the “**EWB Objection**”) to the Foreign Representative’s motion before the U.S. Court for an order recognizing this CCAA Proceeding and giving full force and effect to the ARIO on a final basis under United States law (the “**Recognition Order**”). The Applicants and EWB subsequently engaged in discussions and resolved the EWB Objection through a reservation of rights that permitted

EWB to advance its objection in the future if it could not reach an agreement with the Applicants.

20. On May 9, 2026, the U.S. Court entered the Recognition Order. Following that time, the CC Group and EWB continued to engage in settlement discussions, which ultimately resulted in the agreement set forth in the EWB Stipulation.
21. The key terms of the EWB Stipulation are summarized as follows:
 - (a) **Settlement Structure.** The EWB Stipulation governs the treatment of the CC Group's bank accounts with EWB and provides for the orderly disposition of the three Properties securing EWB's loan facilities. EWB may withdraw and apply funds from certain reserve accounts to satisfy accrued monthly principal and interest payments under the Mortgages, retroactive to March 31, 2026. Within 10 days of execution, the CC Group must provide 13-week rolling budgets for each Property, and operating accounts held with EWB are to be used solely to pay budgeted property expenses. The CC Group must also fund post-filing property expenses where revenue from a Property is insufficient, until it ceases occupation and the stay is lifted in EWB's favour. EWB may apply up to \$145,448.39 from certain of the Parent Company's accounts where EWB has asserted a banker's lien against amounts owing under the Mortgages but may not set off any additional amounts.
 - (b) **NY Property.** The CC Group has ceased occupying the NY Property. On July 1, 2026 (or such other date as the parties may agree), the CC Group will turn over the NY Property to EWB by way of a deed in lieu of foreclosure, together with any fixtures and equipment remaining on the premises. EWB has waived any claim for deficiency against the CC Group following the ultimate disposition of the NY Property.
 - (c) **NJ Property.** The CC Group has until August 15, 2026 (as may be extended, the "NJ Deadline") to sell the NJ Property or notify EWB of its intent to cease occupying it. EWB may commence a foreclosure action but will forbear from

seeking a judgment of foreclosure before the NJ Deadline. The NJ Deadline may be extended in one-month increments by continuing to make monthly principal and interest payments. Any sale that does not result in full repayment of the NJ loan facility requires EWB's consent. EWB has waived any claim for deficiency against the CC Group following the ultimate disposition of the NJ Property.

- (d) **MD Property.** The CC Group has 150 days from the execution date (as may be extended, the "**MD Deadline**") to sell the MD Property. EWB may commence a foreclosure action but will forbear from seeking a judgment of foreclosure before the MD Deadline, which may also be extended in one-month increments by continuing to make monthly principal and interest payments. Any sale that does not result in full repayment of the MD Mortgage and Loan requires EWB's consent. EWB has waived any claim for deficiency against the CC Group following the ultimate disposition of the MD Property.
 - (e) **EWB Objection.** Within five days of the effective date, EWB must file a notice withdrawing the EWB Objection.
 - (f) **Default.** Upon a default, EWB must provide written notice, after which the CC Group has five business days to cure the default (subject to certain exceptions for repeated payment defaults or defaults not capable of cure). If a default is not cured within the applicable cure period, the automatic stay is deemed lifted to the extent necessary for EWB to exercise its rights and remedies against the applicable Property and related collateral.
 - (g) **Court Approval.** The EWB Stipulation is subject to the approval of this Court and the U.S. Court.
22. The Monitor supports the EWB Stipulation Approval Order, which, if granted, would approve the EWB Stipulation, for the following reasons:
- (a) The parties have been working in good faith to resolve the issues raised by the EWB Objection since EWB first raised those issues on or around May 1. Those good faith

discussions between these sophisticated parties resulted in the detailed, carefully negotiated settlement that is now before this Court;

- (b) The EWB Stipulation, if ultimately approved by this Court and implemented, removes the potentially significant litigation risk associated with the EWB Objection and the uncertainty raised thereby. These complicated legal issues would likely be expensive, time-consuming to litigate, and an attention-diverting process that would leave the CC Group with less resources to dedicate to maximizing value in this CCAA Proceeding;
- (c) The EWB Stipulation does not, in the Monitor's view, prejudice the interests of any third parties. Rather, it provides an agreed-upon and organized road map for the orderly disposition and/or return of the Properties, including an orderly turn-over of the Properties to the CC Group to the extent the CC Group does not sell them, thereby affording certainty to EWB, the CC Group and its stakeholders as to the treatment and timeline to turn-over those Properties;
- (d) The EWB Stipulation will allow the CC Group to cease funding all operating expenses related to the Properties once they have vacated the Properties and agreed to lift the stay in favour of EWB;
- (e) As noted in previous reports, the CC Group continues to utilize the Cash Management System, which includes bank accounts with EWB as well as back-office administrative and processing capabilities that are integral to the cash management system. Switching these accounts to a different bank would inject considerable risk into the stability of the CC Group's operations and efforts to maximize value in this CCAA Proceeding. This risk is heightened by the potential complications in the U.S. surrounding the treatment of cannabis under federal and state laws, which make banking arrangements more complicated to arrange;
- (f) The Supporting Noteholders were consulted throughout the negotiation of the EWB Stipulation; and

(g) There is no known opposition to the EWB Stipulation as at the date of this Fourth Report.

23. In light of the foregoing, the Monitor believes that the EWB Stipulation represents a fair and reasonable means of resolving the dispute between the parties, and the Monitor does not otherwise have any concerns with the terms set forth in the EWB Stipulation.

VI. RECOMMENDATION AND CONCLUSION

24. Based on the foregoing, the Monitor respectfully recommends that this Court grant the EWB Stipulation Approval Order in the form that the Applicants are requesting on this motion.

The Monitor respectfully submits this Fourth Report to the Court.

Dated this 16th day of June, 2026.

FTI Consulting Canada Inc.
In its capacity as Monitor of
The Cannabist Company Holdings Inc. et al.



Jodi Porepa
Senior Managing Director



Jeffrey Rosenberg
Senior Managing Director

SCHEDULE A
LIST OF SUBSIDIARIES

SCHEDULE "A"

Subsidiaries

1. Columbia Care LLC
2. Beacon Holdings LLC
3. Columbia Care Illinois LLC
4. Columbia Care Maryland LLC
5. Access Bryant SPC
6. CC CA Realty LLC
7. CC California LLC
8. CA Care LLC
9. TGS Colorado Management, LLC
10. Columbia Care CO Inc.
11. MJ Brain Bank, LLC
12. Futurevision Ltd.
13. Infuzionz, LLC
14. Rocky Mountain Tillage, LLC
15. The Green Solution, LLC
16. Col. Care (Delaware) LLC
17. La Yerba Buena LLC
18. Columbia Care DE Management, LLC
19. Equity Health Partners DE LLC
20. Peach Blossom Partners LLC
21. The Green Room Social Equity Partners LLC
22. Curative Health Cultivation LLC
23. Curative Health LLC
24. Columbia Care MD, LLC
25. Columbia Care MD Realty, LLC
26. Time for Healing, LLC
27. Green Leaf Management, LLC

28. Green Leaf Extracts, LLC
29. Wellness Institute of Maryland, LLC
30. Patriot Care Corp.
31. Columbia Care NJ Realty LLC
32. Columbia Care New Jersey LLC
33. Columbia Care NY LLC
34. Columbia Care NY Realty LLC
35. CC Logistics Services LLC
36. Cannascend Alternative Logan LLC
37. Cannascend Alternative, LLC
38. CC OH Realty LLC
39. Columbia Care OH LLC
40. Corsa Verde LLC
41. Green Leaf Medical of Ohio II, LLC
42. Green Leaf Medical of Ohio III, LLC
43. CC PA Realty LLC
44. Green Leaf Medicals, LLC
45. Columbia Care WV LLC
46. Columbia Care International Holdco LLC
47. Columbia Care Deutschland GmbH
48. Green Leaf Medical LLC
49. CC Procurement LLC
50. Avum LLC
51. Tetra Holdings LLC
52. Tetra FinCo LLC
53. PHF Facilities, Inc.
54. CC VA HoldCo LLC

APPENDIX A
AMENDED AND RESTATED INITIAL ORDER

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

THE HONOURABLE)
) THURSDAY, THE 2ND DAY
JUSTICE J. DIETRICH) OF APRIL, 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. AND THE CANNABIST COMPANY HOLDINGS
(CANADA) INC.**

(Applicants)

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by The Cannabist Company Holdings Inc. (the "**Parent Company**") and the Cannabist Company Holdings (Canada) Inc (collectively, the "**Applicants**"), for an amended and restated initial order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day by judicial videoconference via Zoom.

ON READING the affidavits of Curt Kroll sworn March 23, 2026 (the "**Initial Kroll Affidavit**"), and sworn March 31, 2026 and the Exhibits thereto, the affidavit of Grant Kassel sworn March 23, 2026 (the "**Kassel Affidavit**") and the Exhibits thereto, the pre-filing report of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the proposed monitor of the Applicants dated March 24, 2026 (the "**Pre-Filing Report**"), and the first report of FTI in its capacity as monitor of the Applicants (in such capacity, the "**Monitor**"), dated March 31, 2026 (the "**First Report**"), on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, counsel for FTI, counsel for the Supporting Noteholders and such other parties as listed on the Counsel Slip, with no one else appearing although duly served as appears from the affidavit of service of Brittney Ketwaroo sworn March 31, 2026.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the Initial Kroll Affidavit, and all references to currency in this Order shall be references to U.S. dollars unless otherwise specified.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that both of the Applicants are companies to which the CCAA applies. Although not Applicants, the entities listed under Schedule "A" hereto shall have the benefits of the protections and authorizations provided by this Order (collectively, the "**Subsidiaries**", and together with the Applicants, the "**CC Group**").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court and the terms of the Support Agreement, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants are authorized and empowered to continue to retain and employ their employees, contractors, advisors, consultants, agents, experts, appraisers, valuers, brokers, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the CC Group shall be entitled to continue to utilize their existing central cash management system currently in place or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment,

collection or other action taken under the Cash Management System, or as to the use or application by the CC Group of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person or Persons (as hereinafter defined) other than the CC Group, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any plan of arrangement or compromise under the CCAA with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System on or after the date of this Order.

6. **THIS COURT ORDERS** that, subject to the terms of the Support Agreement, the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after this Order, as may be amended from time to time:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee and director expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges;
- (c) all outstanding and future amounts related to honouring customer loyalty and reward programs, incentives, offers and benefits, whether existing before or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing policies and procedures; and
- (d) with the consent of the Monitor and in each case as contemplated by the Cash Flow Forecast, amounts owing for goods and services actually supplied to the Applicants prior to the date of this Order, with the Applicants and Monitor considering, among other factors, whether:
 - (i) the supplier or service provider is essential to the Business and ongoing operations of the Applicants and the payment is required to ensure ongoing supply;

- (ii) making such payment will preserve, protect or enhance the value of the Property or the Business; and
- (iii) the supplier or service provider is required to continue to provide goods or services to the Applicants after the date of this Order, including pursuant to the terms of this Order,

provided, however, that the aggregate of all such payments referred to in paragraph 6(d) shall not exceed \$8,000,000 without further Order of this Court.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and subject to the terms of the Support Agreement, the Applicants shall be entitled, but not required, to pay all reasonable expenses incurred by the Applicants in carrying on their Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. **THIS COURT ORDERS** that, the Applicants shall, in accordance with legal requirements, remit or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes; (iv) statutory deductions in the United States; and (v) 401(k) contributions in respect of employees domiciled in the United States;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or

collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

9. **THIS COURT ORDERS** that the Parent Company is hereby authorized, empowered, and directed to take all steps and actions in respect of, and to comply with and perform their obligations under the Transition Services Agreement (as defined in the Kassel Affidavit), the Employee Leasing Agreement (as defined in the Kassel Affidavit), and the transactions contemplated therein.

10. **THIS COURT ORDERS** that any and all payments made by Parma Holdco LLC to the Applicants pursuant to the Employee Leasing Agreement (as defined in the Kassel Affidavit), shall be used exclusively for the purpose of satisfying wages, salaries and associated employer payroll remittances and benefits relating to those personnel covered by the Employee Leasing Agreement.

11. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

12. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date;
- (b) to grant no security interests, trust, liens, mortgages, charges or encumbrances upon or in respect of any of the Property; and
- (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

13. **THIS COURT ORDERS** that both of the Applicants shall, subject to such requirements as are imposed by the CCAA and subject to the terms of the Support Agreement, have the right to:

- (a) continue to pursue all negotiations and discussions regarding the sale of the Property and Business, subject to prior approval of this Court being obtained before closing any such sale;
- (b) permanently or temporarily cease, downsize or shut down any of its business or operations, dispose of redundant or non-material assets not exceeding \$2,500,000 in any one transaction or \$5,000,000 in the aggregate, and continue to sell its Verano stock;
- (c) dissolve and/or merge any inactive Subsidiaries;
- (d) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (e) pursue all avenues of refinancing of its Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any material refinancing.

All of the foregoing is to permit the Applicants to proceed with an orderly restructuring of the Business.

14. **THIS COURT ORDERS** that the relevant Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if

the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

15. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE SUBSIDIARIES OR THE PROPERTY

16. **THIS COURT ORDERS** that until and including May 29, 2026, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants, CRO or the Monitor or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

17. **THIS COURT ORDERS** that during the Stay Period, except with the written consent of the Applicants and the Monitor, or with leave of this Court, no Proceeding shall be commenced or continued against or in respect of the Subsidiaries, or any of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, and including all proceeds thereof (the "**Subsidiaries' Property**") and business (the "**Subsidiaries' Business**") and together with the Subsidiaries' Property, the "**Subsidiaries' Property and**

Business”), including, without limitation, terminating, making any demand, accelerating, amending, or declaring in default or taking any enforcement steps under any agreement with respect to which any of the Applicants or the Subsidiaries is a party, borrower, principal obligor or guarantor.

NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicants, CRO or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (b) affect such investigations, actions, suits or Proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (c) prevent the filing of any registration to preserve or perfect a security interest, (d) prevent the registration of a claim for lien, or (e) prohibit the Supporting Noteholders (as defined in the Support Agreement) from exercising their rights to terminate the Support Agreement in accordance with the Support Agreement.

19. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any Person against or in respect of the Subsidiaries, or affecting the Subsidiaries’ Property and Business, are hereby stayed and suspended except with the prior written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (a) empower the Subsidiaries to carry on any business which they are not lawfully entitled to carry on; (b) affect such investigations, actions, suits or proceedings by regulatory body are permitted by Section 11.1 of the CCAA; (c) prevent the filing of any registration to preserve or perfect a security interest; (d) prevent the registration of a claim for lien; or (e) prohibit the Supporting Noteholders from exercising their rights to terminate the Support Agreement in accordance with the Support Agreement.

NO INTERFERENCE WITH RIGHTS

20. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or

held by the Applicants or Subsidiaries, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

21. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or the Subsidiaries or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payment processing services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, email addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants or the Subsidiaries, as applicable, in accordance with normal payment practices of the Applicants or the Subsidiaries, as applicable, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants, the applicable Subsidiaries and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

22. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants or Subsidiaries. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

KEY EMPLOYEE RETENTION PLAN

23. **THIS COURT ORDERS** that the Key Employee Retention Plan (the “**KERP**”) as described in the Initial Kroll Affidavit, an unredacted copy of which is attached as Confidential Exhibit “**J**” to the Initial Kroll Affidavit, is hereby approved and the Applicants are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP.

24. **THIS COURT ORDERS** that payments made by the Applicants pursuant to this Order do not and will not constitute a preference, fraudulent conveyance, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

25. **THIS COURT ORDERS** that the key employees referred to in the KERP (the “**Key Employees**”) shall be entitled to the benefit of and are hereby granted a charge on the Property (the “**KERP Charge**”), which charge shall not exceed an aggregate amount of \$1,665,000 to secure any payments to the Key Employees under the KERP. The KERP Charge shall have the priority as set out in paragraphs 46 and 48 herein.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

26. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors, officers or managers of the Applicants or the Subsidiaries with respect to any claim against the directors, officers or managers that arose before the date hereof and that relates to any obligations of the Applicants or the Subsidiaries whereby the directors or officers are alleged under any law to be liable in their capacity as directors, officers or managers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS’ AND OFFICERS’ INDEMNIFICATION AND CHARGE

27. **THIS COURT ORDERS** that the Applicants and the Subsidiaries shall indemnify their directors, officers and managers against obligations and liabilities that they may incur as directors or officers of the Applicants or the Subsidiaries after the commencement of the within proceedings, except to the extent that, with respect to any officer, director or manager, the obligation or liability was incurred as a result of the director’s, officer’s or manager’s gross negligence or wilful misconduct.

28. **THIS COURT ORDERS** that the directors, officers and managers of the Applicants and Subsidiaries shall be entitled to the benefit of and are hereby granted a charge (the “**D&O Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$10,500,000, as security for the indemnity provided in paragraph 27 of this Order. The D&O Charge shall have the priority as set out in paragraphs 46 and 48 herein.

29. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 27 of this Order.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

30. **THIS COURT ORDERS** that (a) the agreement dated as of March 23, 2026, pursuant to which the Parent Company has engaged SierraConstellation Partners LLC to act as Chief Restructuring Officer of the Applicants ("**CRO**") and provide certain financial advisory and consulting services to the Applicants, a copy of which is attached as Exhibit "**L**" to the Initial Kroll Affidavit (the "**CRO Engagement Letter**"); (b) the execution of the CRO Engagement Letter by the Parent Company, *nunc pro tunc*; and (c) the appointment of the CRO pursuant to the terms thereof is hereby approved, including without limitation, the payment of the fees and expenses contemplated thereby.

31. **THE COURT ORDERS** that the CRO (a) shall not be or be deemed to be a director, *de facto* director, trustee or employee of the Applicants; and (b) shall not incur any liability or obligation as a result of their appointment or the carrying out of the provisions of the CRO Engagement Letter, save and except for any gross negligence or wilful misconduct on its part.

APPOINTMENT OF MONITOR

32. **THIS COURT ORDERS** that FTI is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

33. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' and Subsidiaries' receipts and disbursements;

- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property and Business, the Subsidiaries' Property and Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants, to the extent required by the Applicants, in their dissemination of financial and other information on a periodic basis;
- (d) advise the Applicants in their preparation of cash flow statements and reporting to the Supporting Noteholders as contemplated by the Support Agreement, which information shall be reviewed with the Monitor;
- (e) have full and complete access to the Property and Business and the Subsidiaries' Property and Business, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants and the Subsidiaries, to the extent that is necessary to adequately assess the Applicants and the Subsidiaries' business and financial affairs or to perform its duties arising under this Order;
- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (g) perform such other duties as are required by this Order or by this Court from time to time.

34. **THIS COURT ORDERS** that the Monitor and CRO shall not occupy or take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of (or be deemed to take Possession of) or exercise any control over (or be deemed to have exercised control over), any assets, properties or undertakings of any of the Applicants, the Subsidiaries or the direct or indirect subsidiaries or affiliates of any of the Applicants or the Subsidiaries, including, without limitation, the Property and the Subsidiaries' Property (collectively, the "**Excluded Property**"), including, for greater certainty, pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing or distribution of cannabis or cannabis products including, without limitation, under the *Cannabis Act* S.C. 2018, c. 16, as amended, the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as

amended, the *Excise Act*, 2001, S.C. 2002, c. 22, as amended, the *Ontario Cannabis Licence Act*, S.O. 2018, c. 12, Sched. 2, as amended, the *Ontario Cannabis Control Act*, S.O. 2017, c. 26, Sched. 1, as amended, the *Ontario Cannabis Retail Corporation Act*, 2017, S.O. 2017, c. 26, as amended, the *British Columbia Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, as amended, the *British Columbia Cannabis Distribution Act*, S.B.C. 2018, c. 28 as amended, or other such applicable federal, provincial, foreign or other legislation or regulations (collectively, the “**Cannabis Legislation**”), and shall take no part whatsoever in the management or supervision of the management of the Business or the Subsidiaries’ Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Excluded Property, or any part thereof within the meaning of any Cannabis Legislation or otherwise, and nothing in this Order shall be construed as resulting in the Monitor or CRO being an employer or successor employer within the meaning of any statute, regulation or rule of law or equity for any purpose whatsoever.

35. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor or CRO to be in or to take Possession of any of the Excluded Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor or CRO from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor or CRO shall not, as a result of this Order, or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Excluded Property within the meaning of any Environmental Legislation, unless it is actually in possession.

36. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor

shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

37. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, including under any Cannabis Legislation, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

38. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and Stikeman Elliott LLP, Weil, Gotshal & Manges LLP, Richards, Layton & Finger P.A., and Foley Hoag LLP, each as counsel to the CC Group (collectively, "**CC Counsel**"), shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to, the date of this Order by the CC Group as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor, and CC Counsel pursuant to arrangements agreed to between the CC Group and such parties. In addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and CC Counsel retainers in the aggregate amount of \$826,000 *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

39. **THIS COURT ORDERS** that Goodmans LLP, Feuerstein Kulick LLP and ArentFox Schiff LLP, each as counsel to the Supporting Noteholders, shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and on the terms in their respective fee letters with the Applicants, whether incurred prior to, on or subsequent to, the date of this Order by the CC Group as part of the costs of these proceedings.

40. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

APPROVAL OF FINANCIAL ADVISOR ENGAGEMENTS

41. **THIS COURT ORDERS** that (a) the engagement letter dated March 9, 2026 (the "**A&R Moelis Engagement Letter**") pursuant to which the Parent Company engaged Moelis &

Company LLC (“**Moelis**”) to undertake a strategic review process to explore, review and evaluate a broad range of transaction alternatives for the Applicants, a copy of which is attached as Exhibit “**M**” to the Initial Kroll Affidavit; and (b) the execution of the A&R Moelis Engagement Letter by the Applicants, *nunc pro tunc*, is hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereunder in accordance with the terms and conditions of the A&R Moelis Engagement Letter.

42. **THIS COURT ORDERS** that Moelis shall be entitled to the benefit of and is hereby granted a charge (the “**Moelis Transaction Fee Charge**”) on the Property, which charge shall not exceed \$4,300,000 to secure the Transaction Fees (as defined in the A&R Moelis Engagement Letter). The Moelis Transaction Fee Charge shall have the priority as set out in paragraphs 46 to 48 herein.

43. **THIS COURT ORDERS** that Ducera Partners LLC (“**Ducera**”) as financial advisor to the Supporting Noteholders shall be paid their fees and expenses as contemplated by the engagement letter dated December 18, 2025 (the “**Ducera Engagement Letter**”), a copy of which is attached as Exhibit “**N**” to the Initial Kroll Affidavit, and Ducera shall be entitled to the benefit of and is hereby granted a charge (the “**Ducera Transaction Fee Charge**”) on the Property, which charge shall not exceed \$1,000,000 to secure the Transaction Fees (as defined in the Ducera Engagement Letter). The Ducera Transaction Fee Charge shall have the priority as set out in paragraphs 46 to 48 herein.

44. **THIS COURT ORDERS** that neither Moelis nor Ducera shall incur any liability or obligation as a result of their appointment or the carrying out of the provisions of their respective engagement letters, save and except for any gross negligence or wilful misconduct on their part.

ADMINISTRATION CHARGE

45. **THIS COURT ORDERS** that the CC Counsel, the Monitor and its counsel, the CRO and Moelis (solely to the extent of Moelis’ Monthly Advisory Fees) shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$2,500,000, as security for their professional fees and disbursements incurred at the standard rates and charges of such Persons, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority as set out in paragraphs 46 and 48 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

46. **THIS COURT ORDERS** that the priorities of the Administration Charge, the D&O Charge, the KERP Charge, the Moelis Transaction Fee Charge and the Ducera Transaction Fee Charge (collectively, the “**Charges**”), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$2,500,000);

Second – D&O Charge (to the maximum amount of \$10,500,000);

Third – KERP Charge (to the maximum amount of \$1,665,000);

Fourth – Moelis Transaction Fee Charge (in the amount of \$4,300,000) and the Ducera Transaction Fee Charge (in the amount of \$1,000,000), on a *pari passu* basis.

47. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

48. **THIS COURT ORDERS** that the Charges shall constitute a charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person notwithstanding the order of perfection or attachment.

49. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, and the beneficiaries of the Charges, or further Order of this Court.

50. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made

pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal, provincial or other statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicants pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

51. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants’ interest in such real property leases.

RESTRUCTURING SUPPORT AGREEMENT

52. **THIS COURT ORDERS** that the execution of the Support Agreement dated as of March 23, 2026 (the “**Support Agreement**”) by the Applicants is hereby approved and ratified *nunc pro tunc*, and the Applicants are authorized, empowered, and directed to take all steps and actions in respect of, and to comply with their obligations under, the Support Agreement.

RELIEF FROM REPORTING OBLIGATIONS

53. **THIS COURT ORDERS** that the decision by the Applicants and the Subsidiaries to incur no further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents and press releases (collectively, the “**Securities Filings**”) that may be required by any federal, state, provincial or other law respecting securities or capital markets in Canada or the United States, or by the rules and regulations of an over-the-counter market, including, without limitation, the *Securities Act* (Ontario) and comparable

statutes enacted by other provinces of Canada, the *Securities Act of 1933* (United States) and the *Securities Exchange Act of 1934* (United States) and comparable statutes enacted by individual states of the United States, and the rules of OTCQX and the Financial Industry Regulatory Authority and other rules, regulations and policies of OTCQX (collectively, the “**Securities Provisions**”), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or over-the-counter market from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Applicants failing to make any Securities Filings required by the Securities Provisions.

54. **THIS COURT ORDERS** that none of the directors, officers, managers, employees, and other representatives of the Applicants nor the Monitor (or its directors, officers, managers, employees, and other representatives), shall have any personal liability for any failure by the Applicants to make any Securities Filings required by the Securities Provisions during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator, stock exchange or over-the-counter market from taking any action or exercising any discretion that it may have against the directors, officers, employees and other representatives of the Applicants of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the “**Regulators**”) in the matter of regulating the conduct of market participants and to issue cease trade orders if and when required pursuant to applicable securities law. Without limiting the foregoing, nothing in this Order shall constitute or be construed as an admission by the Regulators that the court has jurisdiction over matters that are within the exclusive jurisdiction of the Regulators under the Securities Provisions.

SERVICE AND NOTICE

55. **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in the *Globe and Mail* and *Wall Street Journal*, a notice containing the information prescribed under the CCAA, (b) within five (5) days after the date of this Order, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000, and (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA

and the regulations made thereunder, provided that the Monitor shall not make available the claims, names and addresses of any individual persons who are creditors.

56. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 13 of the Guide, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://cfcanada.fticonsulting.com/tcc>

57. **THIS COURT ORDERS** that, subject to paragraph 56, the Applicants, the Monitor and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicants’ creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

58. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants’ creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

CHAPTER 15 PROCEEDINGS

59. **THIS COURT ORDERS** that the Parent Company is hereby authorized and empowered, but not required, to act as the foreign representative (in such capacity, the “**Foreign Representative**”) in respect of the within proceedings for the purpose of having these proceedings recognized and approved in any jurisdiction outside of Canada.

60. **THIS COURT ORDERS** that the Foreign Representative is hereby authorized and empowered, but not required, to apply for recognition and approval of these proceedings, as necessary, in any jurisdiction outside of Canada including, without limitation, the United States Bankruptcy Court for the District of Delaware (the “**U.S. Bankruptcy Court**”) pursuant to Chapter 15 of the US Bankruptcy Code. The Foreign Representative is authorized to apply for recognition and enforcement of this Order and any subsequent Orders of this Court in the United States with respect to any Proceeding taking place in the United States, any Business or Property of the Applicants or any Subsidiaries’ Property and Business located or being conducted within the United States, and any Person located or acting within the United States, as applicable.

SEALING PROVISION

61. **THIS COURT ORDERS** that Confidential Exhibit “I” to the Initial Kroll Affidavit and Confidential Exhibit “D” to the Kassel Affidavit are hereby sealed until the earlier of (a) May 24, 2026; (b) the filing of a motion by the Applicants seeking approval of the Remaining States Transaction; and (c) further Order of the Court, and Confidential Exhibit “F” to the Kassel Affidavit is hereby sealed until the earlier of (i) the return hearing for the Delaware and Ohio Sale Approval Motion; and (ii) further Order of the Court, and Confidential Exhibit “J” to the Initial Kroll Affidavit is hereby sealed until further Order of the Court, and each shall not form part of the public record until such time.

GENERAL


62. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder.

63. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

64. **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 Subsidiaries 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.

65. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

66. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



SCHEDULE "A"

Subsidiaries

1. Columbia Care LLC
2. Beacon Holdings LLC
3. Columbia Care Illinois LLC
4. Columbia Care Maryland LLC
5. Access Bryant SPC
6. CC CA Realty LLC
7. CC California LLC
8. CA Care LLC
9. TGS Colorado Management, LLC
10. Columbia Care CO Inc.
11. MJ Brain Bank, LLC
12. Futurevision Ltd.
13. Infuzionz, LLC
14. Rocky Mountain Tillage, LLC
15. The Green Solution, LLC
16. Columbia Care Delaware, LLC
17. Col. Care (Delaware) LLC
18. La Yerba Buena LLC
19. Columbia Care DE Management, LLC
20. Equity Health Partners DE LLC
21. Peach Blossom Partners LLC
22. The Green Room Social Equity Partners LLC
23. Curative Health Cultivation LLC
24. Curative Health LLC

25. Columbia Care MD, LLC
26. Columbia Care MD Realty, LLC
27. Time for Healing, LLC
28. Green Leaf Management, LLC
29. Green Leaf Extracts, LLC
30. Wellness Institute of Maryland, LLC
31. Patriot Care Corp.
32. Columbia Care NJ Realty LLC
33. Columbia Care New Jersey LLC
34. Columbia Care NY LLC
35. Columbia Care NY Realty LLC
36. CC Logistics Services LLC
37. Cannascend Alternative Logan LLC
38. Cannascend Alternative, LLC
39. CC OH Realty LLC
40. Columbia Care OH LLC
41. Corsa Verde LLC
42. Green Leaf Medical of Ohio II, LLC
43. Green Leaf Medical of Ohio III, LLC
44. CC PA Realty LLC
45. Green Leaf Medicals, LLC
46. Columbia Care WV LLC
47. Columbia Care International Holdco LLC
48. Columbia Care Deutschland GmbH
49. Green Leaf Medical LLC
50. CC Procurement LLC

51. Avum LLC

52. Tetra Holdings LLC

53. Tetra FinCo LLC

54. PHF Facilities, Inc.

55. CC VA HoldCo LLC

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

Court File No. CL-26-00000122-0000

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF THE
CANNABIST COMPANY HOLDINGS INC. AND THE CANNABIST COMPANY HOLDINGS
(CANADA) INC.**

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

PROCEEDING COMMENCED AT TORONTO

**AMENDED AND RESTATED INITIAL ORDER
(APRIL 2, 2026)**

STIKEMAN ELLIOTT LLP
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Lawyers for the Applicants

APPENDIX B
EWB STIPULATION

STIPULATION BETWEEN DEBTORS, CC GROUP, AND EAST WEST BANK

The Cannabist Company Holdings, Inc. (“Parent Company”) and the Cannabist Company Holdings (Canada) Inc. (the “Co-Issuer” and collectively with the Parent Company, the “Debtors”), and their subsidiaries, including the non-debtor affiliates expressly defined herein (each a “Subsidiary” and collectively with the Debtors, and such non-debtor affiliates, the “CC Group”) and East West Bank (“EWB” and together with Debtors and the CC Group, the “Parties”), by and through their counsel, enter into the following stipulation (the “Stipulation”):

RECITALS

A. Parent Company is a Canadian holding company and is the parent of its affiliate Debtor, the Co-Issuer, and the ultimate parent of the Subsidiaries. Parent Company is also the direct parent of non-debtor Subsidiary Columbia Care LLC, a Delaware limited liability company (“Columbia Care”).

B. EWB maintains a lender-borrower relationship with certain of the Subsidiaries pursuant to three separate loan facilities, as follows:

a. Columbia Care NY Realty LLC

- i. Columbia Care is the direct parent of non-debtor Columbia Care NY Realty LLC, a New York limited liability company (“CC NY”).
- ii. On or about December 20, 2021, CC NY and EWB executed and delivered a Mortgage and Security Agreement and related loan documents in the original principal amount of \$20,000,000 (the “NY Mortgage and Loan”). The NY Mortgage and Loan is secured by the real property located at 5784 Sound Avenue, Riverhead, NY 11901 (the “NY Property”). As of December 31, 2025, approximately \$18,410,257 remains outstanding on the NY Mortgage and Loan.
- iii. As additional security on the NY Mortgage and Loan, CC NY granted EWB (i) an Assignment of Deposit Account in respect of the deposit account

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bearing the account number 8420007448, maintained by CC NY with EWB, which has a balance of \$825,465 as of May 28, 2026; and (ii) an Assignment of Leases and Rents dated December 28, 2021.

iv. The obligations owing under the NY Mortgage and Loan are guaranteed by Parent Company.

b. Columbia Care NJ Realty LLC

i. Columbia Care is the direct parent of non-debtor Columbia Care NJ Realty LLC, a New Jersey limited liability company (“CC NJ”).

ii. On or about June 2022, CC NJ executed and delivered a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing and related loan documents to EWB in connection with a loan in original principal amount of \$16,500,000 (the “NJ Mortgage and Loan”). The NJ Mortgage and Loan is secured by the real property located at 51 West Park Avenue, Vineland, NJ 08360 (the “NJ Property”). As of December 15, 2025, approximately \$15,894,384 was outstanding under the NJ Mortgage and Loan.

iii. As additional security on the NJ Mortgage and Loan, CC NJ granted EWB (i) an Assignment of Deposit Account dated June 27, 2022 in respect of the deposit account bearing the account number 8420010210, maintained by CC NJ with EWB, which has a balance of \$700,000 as of May 28, 2026; (ii) an Assignment of Rents and Leases dated June 29, 2022; and (iii) a Commercial Security Agreement dated June 27, 2022 granting EWB a security interest in all of CC NJ’s present and after acquired personal property.

iv. The obligations owing under the NJ Mortgage and Loan are guaranteed by Parent Company.

- c. Columbia Care MD Realty LLC
- i. Columbia Care is the direct parent of non-debtor Columbia Care MD Realty LLC, a Maryland limited liability company (“CC MD” and collectively with CC NY and CC NJ, the “Non-Debtor Borrowers”).
 - ii. On or about August 9, 2023, CC MD executed and delivered a Deed of Trust, Assignment and Security Agreement, Promissory Note and related documents to EWB in the original principal amount of \$6,250,000 (the “MD Mortgage and Loan” and collectively with the NY Mortgage and Loan and NJ Mortgage and Loan, the “Mortgages”). The MD Mortgage and Loan is secured by the real property located at 6797 Bowmans Crossing, Frederick, MD 21703 (the “MD Property” and collectively with the NY Property and the NJ Property, the “Properties”). As of December 31, 2025, approximately \$6,117,966 was outstanding under the MD Mortgage and Loan.
 - iii. As additional security on the MD Mortgage and Loan, CC MD granted EWB (i) a Cash Collateral, Escrow Pledge and Security Agreement dated as of August 9, 2023, in respect to the deposit account bearing the account number 8420012927, maintained by CC MD with EWB, which has a balance of \$355,000 as of May 28, 2026; (ii) a General Security Agreement dated as of August 9, 2023, granting EWB a first priority security interest over all of CC MD’s personal property; and (iii) an Assignment of Rents and Leases dated August 9, 2023.
 - iv. The obligations owing under the MD Mortgage and Loan are guaranteed by Parent Company and Green Leaf Medical, LLC (“Green Leaf”), a non-debtor Delaware limited liability company.
- C. The Mortgages each require monthly payments to EWB.

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D. EWB holds several bank accounts in favor of the Non-Debtor Borrowers. Such accounts serve as additional collateral for the Mortgages.

E. On March 24, 2026 (the “Commencement Date”), the Debtors commenced a proceeding under the CCAA (the “Canadian Proceeding”). Subsequent thereto, the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) granted a stay of proceedings in favor of the CC Group, subject to further extensions. The CC Group includes the Non-Debtor Borrowers.

F. On March 25, 2026, the Debtors commenced the proceeding under Chapter 15 of the United States Bankruptcy Code before the United States Bankruptcy Court for the District of Delaware (the “U.S. Court,” and such proceeding, the “Chapter 15 Proceeding”).

G. On March 26, 2026, the U.S. Court entered an order enforcing the stay of proceedings against the CC Group granted by the Canadian Court. Under that order, the US Court imposed the protections of section 362 and 365(e) of the Bankruptcy Code in favor of the Debtors and their Subsidiaries, including the Non-Debtor Borrowers.

H. On or about April 2, 2026, the Canadian Court issued its *Amended and Restated Initial Order* in the Canadian Proceeding (the “Canadian Order”), which extended the stay of proceedings in favor of the CC Group, including the Non-Debtor Borrowers.

I. On May 1, 2026, EWB filed its *Objection to Motion for Recognition of Foreign Proceeding and Request for Certain Related Relief* (the “Recognition Objection”).

J. On May 9, 2026, the U.S. Court entered an order granting final recognition of the Canadian Proceeding (the “Recognition Order”), subject to the reservation of EWB’s rights set forth in paragraph 10 of the Recognition Order.

K. The Parties have engaged in discussions and seek to resolve all outstanding disputes between them.

STIPULATION

Based upon the foregoing, the Parties stipulate and agree as follows:

1. The Recitals are incorporated herein as though set forth fully.

The Reserve Accounts

2. EWB shall be permitted to withdraw and apply funds from the EWB bank accounts bearing the account numbers 8420007448, 8420010210, 8420012927 (collectively, the “Reserve Accounts”) to satisfy the accrued and outstanding monthly principal and interest payments owed to EWB as and when due under the Mortgages.

3. Subject to the terms of this Stipulation, the Parties agree to permit EWB’s right to withdraw and apply monthly principal and interest payments to be retroactive to March 31, 2026, including any amounts previously auto debited from the Operating Accounts (as defined herein) prior to the date of this Stipulation.

4. Nothing herein shall limit EWB’s rights with respect to the Reserve Accounts or other collateral under the applicable loan documents.

The Operating Accounts

5. Within 10 days of the execution of this Stipulation (the “Execution Date”), the Debtors and Non-Debtor Borrowers shall provide a 13-week rolling budget for each of the Properties with weekly rolling updates (the “Budgets”). The Budgets shall include all property level expenses expected to be incurred or disbursed during this 13-week period and the revenue sources that will be used to pay these expenses (including any third party rental income). The Budgets shall be subject to the approval of EWB, which shall not be unreasonably withheld, conditioned, or delayed. The Debtors and Non-Debtor Borrowers are required to circulate new budgets no later than 14 days prior to the expiration of the Budgets, which shall be subject to EWB’s approval that will not be unreasonably withheld, conditioned, or delayed. If EWB does not approve or disapprove a proposed Budget within five (5) business days of receipt, the prior approved Budget shall remain in effect until a new Budget is approved.

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6. The Debtors and the Non-Debtor Borrowers shall use the EWB bank accounts, bearing account numbers 8420007430, 8420010228, and 8420012950 (collectively, the “Operating Accounts”) solely to pay operating expenses necessary to preserve the Properties as listed in the Budgets. The Reserve Accounts shall not be used to fund the Operating Accounts. Subject to paragraph 7, the Operating Accounts shall be funded at the beginning of each month to cover the approved expenses on the Budgets.

7. Until the CC Group has ceased occupying a Property and the stay has lifted in favor of EWB with respect to such Property, the CC Group shall fund all post-Commencement Date property expenses to the extent that revenue sources from such Property are insufficient. Following such period, the CC Group shall not be obligated to fund (directly or indirectly) such expenses, pursuant to this Stipulation. The Budgets should indicate revenue sources or monthly advances to pay property level expenses.

The Parent Accounts

8. EWB is entitled to apply up to US\$145,448.39 held in the EWB bank accounts bearing account numbers 8420015730 and 8420007919 (collectively, the “Parent Accounts”) against any amounts owed and outstanding under the Mortgages. Entry of the Order approving this Stipulation constitutes authorization of such application.

9. Subject to the Canadian Order, the Recognition Order, and the terms herein, nothing shall limit EWB’s rights, including any applicable lien rights on the CC Group’s accounts, including the Parent Accounts, Reserve Accounts, and Operating Accounts, or EWB’s rights as to any other collateral, that existed prior to the Commencement Date under the loan documents.

10. Except as set forth in paragraph 8, EWB is not entitled to set off any additional amounts held in the Parent Accounts.

The NY Property

11. On July 1, 2026, or a date upon which the Parties agree, the CC Group and CC NY shall turn over the NY Property to EWB through an executed and notarized deed in lieu of foreclosure, substantially in the form attached as **Exhibit A**.

12. The CC Group and CC NY shall cooperate in that turnover process, including executing and delivering all necessary documents.

13. Any and all fixtures in the NY Property are the collateral of EWB. All equipment remaining in the NY Property at the time of turnover shall be conveyed to EWB (or its designee) and a bill of sale shall be executed, in the form attached as **Exhibit B**.

14. For the avoidance of doubt, as of the Effective Date (as defined herein), EWB shall be permitted to apply funds in the Reserve Account affiliated with the NY Property to pay principal and interest payments, as and when due, under the NY Mortgage and Loan, any operating expenses for the NY Property, and any expenses needed to transition the NY Property to EWB, at EWB's discretion.

15. At the time EWB disposes of the NY Property by way of conveyance to a third party, to the extent there are any excess funds in the NY Reserve Account at the time of such conveyance, EWB may utilize such excess funds in the NY Reserve Account to fund the principal and interest owed under the NJ Mortgage and Loan or the MD Mortgage and Loan or operating expenses for the NJ Property or the MD Property in the event the applicable Reserve Accounts for the Properties are depleted.

16. The CC Group and CC NY shall ensure that property insurance shall remain in place on the NY Property, including by paying any necessary premiums, until the earlier of (i) the date it ceases to hold an insurable interest in NY Property such that it cannot maintain the current insurance policy; and (ii) the end of the current insurance term, provided that if EWB requests the CC Group and CC NY maintain the insurance following such date, the CC Group and CC NY shall use commercially reasonable efforts to maintain such insurance at EWB's sole cost and

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expense. The insurance premiums and/or insurance financing payments payable following June 1, 2026, shall be made using funds from the Reserve Accounts or EWB's separate funds.

17. For the avoidance of doubt, the CC Group has ceased occupying the NY Property and has offered to turn such Property over to EWB and accordingly, shall not fund property expenses in respect to the NY Property for the period following June 1, 2026.

18. Upon ultimate disposition of the NY Property, EWB agrees that it will not pursue a deficiency judgment against the Parent Company for any shortfall remaining after application of the net proceeds of such disposition and any available funds from the Reserve Accounts to the NY Mortgage and Loan secured by the NY Property.

The NJ Property

19. The CC Group and CC NJ shall have until August 15, 2026, to sell the NJ Property or notify EWB that it intends to cease occupying the NJ Property (including as extended in accordance with the terms herein, the "NJ Deadline"). EWB and CC NJ shall have the discretion to extend the NJ Deadline by written agreement, including by email.

20. EWB shall be permitted to immediately commence and serve a foreclosure action regarding the NJ Property. EWB agrees that it will forbear from seeking a judgment of foreclosure prior to the occurrence of the NJ Deadline, as set forth herein. Fifteen days prior to the occurrence of the NJ Deadline, EWB shall indicate how the NJ Property shall be turned over to EWB, either through a deed in lieu of foreclosure, substantially in the form attached as **Exhibit C**, or through a consensual judicial foreclosure.

21. The CC Group and CC NJ acknowledge and agree that any sale, transfer, or other disposition of the NJ Property by the CC Group or CC NJ (a "NJ Sale") that does not result in payment in full of all amounts outstanding under the NJ Mortgage and Loan, including all accrued and unpaid principal, interest, fees, costs, and other obligations owing thereunder (collectively, the "NJ Payoff Amount"), from the proceeds of such NJ Sale or from other available funds shall

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require EWB's consent prior to the closing of the NJ Sale and no such consent shall be implied from any course of dealing or delay by EWB.

22. The CC Group and CC NJ shall cooperate in that turnover process, including executing and delivering all necessary documents, provided that EWB shall provide the CC Group and CC NJ up to (i) sixty days after the NJ Deadline if the NJ Property is sold, or (ii) 30 days after the NJ Deadline if the NJ Property is abandoned or foreclosed, to transition out of the NJ Property.

23. If the CC Group and CC NJ wish to extend the NJ Deadline for additional one-month periods, the CC Group and CC NJ are required to (i) notify EWB in writing of their intent to extend the NJ Deadline, (ii) remit the monthly principal and interest payments for that particular month, including by utilizing any remaining amounts in the applicable Reserve Account to the NJ Property; and (iii) pay all operating expenses related to the NJ Property, including funding a tax reserve and maintaining property insurance. Once the NJ Deadline has occurred and no further extensions have been obtained, EWB shall be permitted to obtain a judgment for the NJ Property and conduct a foreclosure sale.

24. For the avoidance of doubt, as of the Effective Date of this Stipulation, EWB shall be permitted to apply funds in the Reserve Account affiliated with the NJ Property to pay principal and interest payments, as and when due, under the NJ Mortgage and Loan, any operating expenses for the NJ Property, and any expenses needed to transition the NJ Property to EWB, at EWB's discretion.

25. At the time EWB disposes of the NJ Property by way of conveyance to a third party, to the extent there are any excess funds in the NJ Reserve Account at the time of such conveyance, EWB may utilize such excess funds in the NJ Reserve Account to fund the principal and interest owed under the NY Mortgage and Loan or the MD Mortgage and Loan or operating expenses for the NY Property or the MD Property in the event the applicable Reserve Accounts for such Properties are depleted.

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26. Any and all fixtures in the NJ Property are the collateral of EWB. All equipment remaining in the NJ Property at the time of turnover shall be conveyed to EWB (or its designee) and a bill of sale shall be executed, in the form attached hereto as **Exhibit D**.

27. The third party leases in the NJ Property are the collateral of EWB and, and at the election of EWB, shall be assigned to EWB (or its designee) pursuant to the form of Assignment of Leases attached hereto as **Exhibit E**.

28. Within fifteen (15) business days of the Effective Date, CC NJ must deliver an offer notice (the "Offer Notice") to Cumberland County Improvement Authority ("CCIA"), in accordance with Article 11 of the Ground Lease Agreement between CC NJ and CCIA dated May 4, 2022 (the "CCIA Lease").

29. The Offer Notice must be an irrevocable offering to sell the NJ Property to CCIA for an offer price totaling the balance owed under the NJ Mortgage and Loan, including all fees and interest, and closing costs.

30. If CCIA exercises its right of first refusal within 30 days of the Offer Notice, as contemplated by the CCIA Lease, the CC Group and CC NJ must inform EWB within one (1) business day of such acceptance, and thereafter CC NJ shall proceed to sell the NJ Property to CCIA pursuant to the terms of the Offer Notice and the CCIA Lease. The NJ Deadline shall be extended to the extent needed to allow CCIA to close its acquisition of the NJ Property pursuant to the terms of the Offer notice and the CCIA Lease. CC NJ shall not terminate modify or amend any terms or conditions of the sale transaction with CCIA without EWB's express written consent, which may be withheld in EWB's sole and absolute discretion. Provided that CCIA and CC NJ perform their respective obligations to purchase and sell the NJ Property as described in the CCIA Lease, EWB shall release its lien against the NJ Property in exchange for payment in full of the NJ Mortgage and Loan at the closing of such transaction.

31. If CCIA does not exercise its right of first refusal within 30 days of the Offer Notice, then EWB shall proceed as otherwise described in Paragraph 19 et seq. of this Stipulation.

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32. The CC Group and CC NJ shall ensure that property insurance shall remain in place on the NJ Property, including by paying any necessary premiums, until the earlier of (i) the date it ceases to hold an insurable interest in NJ Property such that it cannot maintain the current insurance policy; and (ii) the end of the current insurance term, provided that if EWB requests the CC Group and CC NJ maintain the insurance following such dates, the CC Group and CC NJ shall use commercially reasonable efforts to maintain such insurance at EWB's sole cost and expense. After the CC Group has ceased occupying the NJ Property and the stay has lifted in favor of EWB with respect to the NJ Property, the applicable insurance premiums and/or insurance financing payments shall be made using funds from the Reserve Accounts or EWB's separate funds.

33. Upon ultimate disposition of the NJ Property, EWB agrees that it will not pursue a deficiency judgment against the Parent Company for any shortfall remaining after application of the net proceeds of such disposition and any available funds from the Reserve Accounts to the NJ Mortgage and Loan secured by the NJ Property.

The MD Property

34. The CC Group and CC MD shall have 150 days from the Execution Date to sell the MD Property (including as extended in accordance with the terms herein, the "MD Sale Deadline"). EWB and CC MD shall have the discretion to extend the MD Sale Deadline by written agreement, including by email.

35. EWB shall be permitted to immediately commence and serve a foreclosure action. EWB agrees that it will forbear from seeking a judgment of foreclosure prior to the occurrence of the MD Sale Deadline, as set forth herein. Fifteen days prior to the occurrence of the MD Sale Deadline, EWB shall indicate how the MD Property shall be turned over to EWB, either through a deed in lieu of foreclosure, substantially in the form attached as **Exhibit F**, or through a consensual judicial foreclosure.

36. The CC Group and CC MD acknowledge and agree that any sale, transfer, or other disposition of the MD Property by the CC Group or CC MD (a "MD Sale") that does not result in

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payment in full of all amounts outstanding under the MD Mortgage and Loan, including all accrued and unpaid principal, interest, fees, costs, and other obligations owing thereunder (collectively, the “MD Payoff Amount”), from the proceeds of such MD Sale or from other available funds shall require EWB’s consent prior to the closing of the MD Sale and no such consent shall be implied from any course of dealing or delay by EWB.

37. If the CC Group and CC MD wish to continue with their marketing and sale of the MD Property after the MD Sale Deadline, for additional one-month periods, the CC Group and CC MD are required to (i) notify EWB in writing of their intent to extend the MD Sale Deadline, and (ii) remit the monthly principal and interest payments for that particular month, including by utilizing any remaining amounts in the applicable Reserve Account to the MD Property; and (iii) pay all operating expenses related to the MD Property, including funding a tax reserve. Once the MD Sale Deadline has occurred and no further extensions have been obtained, EWB shall be permitted to obtain a judgment for the MD Property and conduct a foreclosure sale.

38. For the avoidance of doubt, as of the Effective Date of this Stipulation, EWB shall be permitted to apply the funds in the Reserve Account affiliated with the MD Property to pay principal and interest payments, as and when due, under the MD Mortgage and Loan, any operating expenses for the MD Property, and any expenses needed to transition the MD Property to EWB, at EWB’s discretion.

39. At the time EWB disposes of the MD Property by way of conveyance to a third party, to the extent there are any excess funds in the MD Reserve Account at the time of such conveyance, EWB may utilize such excess funds in the MD Reserve Account to fund the principal and interest owed under the NY Mortgage and Loan or the NJ Mortgage and Loan or operating expenses for the NY Property or the NJ Property in the event the applicable Reserve Accounts for the Properties are depleted.

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40. Any and all fixtures in the MD Property are the collateral of EWB. All equipment remaining in the MD Property at the time of turnover shall be conveyed to EWB (or its designee) and a bill of sale shall be executed, in the form attached hereto as **Exhibit G**.

41. The CC Group and CC MD shall ensure that property insurance shall remain in place on the MD Property, including by paying any necessary premiums, until the earlier of (i) the date it ceases to hold an insurable interest in MD Property such that it cannot maintain the current insurance policy; and (ii) the end of the current insurance term, provided that if EWB requests the CC Group and CC MD maintain the insurance following such dates, the CC Group and CC MD shall use commercially reasonable efforts to maintain such insurance at EWB's sole cost and expense. After the CC Group has ceased occupying the MD Property and the stay has lifted in favor of EWB with respect to the MD Property, the applicable insurance premiums and/or insurance financing payments shall be made using funds from the Reserve Accounts or EWB's separate funds.

42. Upon ultimate disposition of the MD Property, EWB agrees that it will not pursue a deficiency judgment against the Parent Company or Green Leaf for any shortfall remaining after application of the net proceeds of such disposition and any available funds from the Reserve Accounts to the MD Mortgage and Loan secured by the MD Property.

Withdrawal of Recognition Objection and Default Remedies

43. Within five days of the Effective Date of this Stipulation, EWB shall file a notice of withdrawal of the Recognition Objection with the U.S. Court.

44. Provided that Debtors and the CC Group comply with all terms of this Stipulation, EWB will not object to or seek to modify or lift the stay in the Canadian Proceeding and Chapter 15 Proceeding, other than as contemplated herein.

45. To the extent the Debtors or the CC Group default under any term of this Stipulation (a "Default"), including, without limitation, failing to pay any amounts when due under the Mortgages or to fund operating expenses for the Properties to the extent required herein, EWB

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shall provide written notice of such Default (a “Default Notice”), with a copy to the undersigned counsel to the CC Group via email. Upon receipt of a Default Notice, the Debtors and the CC Group shall have a period of five (5) business days to cure the Default (the “Cure Period”); provided, however, that no Cure Period shall apply to (i) failure to timely make any payment when due after the occurrence of two prior payment Defaults, or (ii) any Default that, by its nature, is not capable of cure.

46. If a Default is not cured within the applicable Cure Period, the automatic stay provisions of section 362 of the Bankruptcy Code and any stay, injunction, or similar relief imposed by the U.S. Court or the Canadian Court shall, without further notice, application, motion, hearing, or order, be deemed automatically lifted and vacated to the extent necessary to permit EWB to exercise all rights and remedies with respect to the applicable Property and related collateral, including foreclosure and enforcement of its liens.

47. If the Debtors or any member of the CC Group fails to timely execute and deliver any deed in lieu of foreclosure or other conveyance document required under this Stipulation with respect to any Property, EWB may apply to the U.S. Court for entry of an order directing the conveyance of such Property to EWB (or its designee).

48. The CC Group agrees that monetary damages are not an adequate remedy to the failure to timely execute and deliver any deed in lieu of foreclosure or other conveyance document required herein and acknowledge that EWB shall be entitled to seek specific performance as a remedy.

49. Upon such application, the CC Group agrees that it will not object on the basis that the U.S. Court does not have authority to (i) divest title to such Property from the applicable member of the CC Group and vest such title in EWB (or its designee), and (ii) direct that any act required to effectuate such transfer be performed by the U.S. Court or a person appointed by the U.S. Court, including the execution, acknowledgment, and delivery of any deed or other conveyance document.

Termination of All Affiliated Leases

50. On the date that any Property is turned over to EWB or abandoned, all leases with respect to such Property between the owner of such Property and an affiliate of the Debtors are terminated and such affiliates shall vacate the Property.

Limited Stay Relief to Effectuate Stipulation

51. The automatic stay provisions of section 362 and any other restriction or injunction imposed by an order of the U.S. Court or Canadian Court or by law shall be modified and vacated without further notice, application, motion, hearing, or order of the Court to the extent necessary to permit EWB to perform any act authorized or permitted under this Stipulation. If a court order is necessary to lift the stay or injunction, the Debtors shall immediately obtain the necessary court orders, and any approval orders entered by the U.S. Court and Canadian Court shall expressly authorize and implement the relief contemplated herein.

Reservation of Rights

52. Except as expressly set forth herein, nothing in this Stipulation shall be deemed to waive, modify, impair, or limit any rights, remedies, claims, liens, defenses, or causes of action of EWB under the loan documents, applicable law, or otherwise, all of which are expressly reserved.

Transfer Taxes

53. EWB shall be solely responsible for the cost and payment of any real property transfer tax, whether payable to the State of New York, the State of New Jersey, the State of Maryland, or any county or other municipality, arising in connection with the conveyance of the Properties; provided that EWB shall be entitled to utilize the Reserve Account for the applicable property for the payment of such real property transfer taxes.

Covenant Not to Sue

54. Provided that the Debtors and the CC Group comply with all terms of this Stipulation, EWB on behalf of itself and its successors and assigns, hereby covenants and agrees (the "Covenant Not to Sue") not to directly or indirectly sue, commence, assert, bring, pursue,

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prosecute or file in any court or other tribunal or forum, in any jurisdiction, any suit, action, litigation, complaint, counterclaim, cross claim, cross complaint, third party complaint, demand for arbitration or mediation, objection, or other pleading (collectively, a “Suit”) against any member of the CC Group and its managers, directors and officers, including with respect to the Mortgages, the Properties and/or the transactions contemplated by this Stipulation, including in the Canadian Proceeding or Chapter 15 Proceeding, except for the individual foreclosure proceedings expressly contemplated in paragraphs 20 and 35 herein and for specific performance of this Stipulation (collectively, the “Claims”). EWB on behalf of itself and its successors and assigns hereby covenants and agrees not to join or participate in any Suit brought by third parties with respect to any Claims.

55. EWB represents that it has not assigned any Claims EWB may have against CC Group to any other party or affiliate of EWB.

56. The Covenant Not to Sue shall inure to the benefit of and be binding upon EWB, EWB’s successors and assigns and CC Group and their respective successors and assigns, including, without limitation, any assignee or transferee of the Mortgages.

57. If any provisions of the Covenant Not to Sue are determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the remaining provisions, and any partially invalid or unenforceable provisions, to the extent valid and enforceable, shall nevertheless be binding and valid and enforceable.

Releases

58. In connection with the turnover of each of the Properties (either through a deed in lieu of foreclosure or consensual judicial foreclosure, as applicable), the CC Group and the respective Non-Debtor Borrower shall deliver to EWB for the Mortgage applicable to the

Execution Version

respective Property, an executed release (each, a “Lender Release”), substantially in the form attached as **Exhibit H**.

59. In connection with the turnover of each of the Properties (either through a deed in lieu of foreclosure or consensual judicial foreclosure, as applicable), EWB shall deliver to the CC Group and the respective Non-Debtor Borrower for the Mortgage applicable to the respective Property, an executed release (each, a “Guarantor Release,” and together with the Lender Release, the “Releases”), substantially in the form attached as **Exhibit I**.

60. In the event the Properties are turned over to EWB or EWB’s designee as contemplated herein, subject to the applicable Release and Covenant Not to Sue, the Mortgages shall remain in full force and effect on each of the Properties.

Other Rights and Matters

61. The Stipulation shall be subject to the approval of the U.S Court and the Canadian Court. This Stipulation shall become effective subject to approval of the U.S. Court and the Canadian Court (the “Effective Date”).

62. Both the U.S. Court and Canadian Court shall have jurisdiction to enforce the terms of this Stipulation.

63. This Stipulation may be executed in counterparts, all of which taken together shall constitute one and the same instrument. The Parties may execute this Stipulation by signing any such counterpart and delivering such counterpart by facsimile, electronically or otherwise.

64. Each of the undersigned represents and warrants that it has full and requisite power and authority to execute and deliver this Stipulation. The Parties are authorized, empowered and directed to execute and deliver all other agreements, instruments and documents and take any and all other actions in order to effectuate this Stipulation.

Execution Version

DATED: June 12, 2026

By: /s/ Jason C. Powell
JASON C. POWELL (NO. 3768)
THE POWELL FIRM, LLC
1813 N. Franklin St.
P.O. Box 289
Wilmington, DE 19899
Telephone: 302-650-1572
Email: jpowell@delawarefirm.com

and

By: /s/ Jeffrey K. Garfinkle
Jeffrey K. Garfinkle (CA State Bar No. 153496)
Rebecca M. Wicks (CA State Bar No. 313608)
Buchalter LLP
18400 Von Karman Ave., #800
Irvine, CA 92612-0514
Telephone: (949) 760-1121
Email: jgarfinkle@buchalter.com

*Attorneys for East West Bank, a California
banking corporation*

Execution Version

DATED: June 12, 2026

By: /s/ Zachary I. Shapiro
RICHARDS, LAYTON & FINGER,
P.A. Zachary I. Shapiro (No. 5103)
Brendan J. Schlauch (No. 6115) Zachary
J. Javorsky (No. 7069)
920 North King Street
Wilmington, DE 19801
Telephone: 302-651-7700
Email: shapiro@rlf.com
schlauch@rlf.com
javorsky@rlf.com

and

WEIL, GOTSHAL & MANGES LLP
David J. Cohen (admitted *pro hac vice*)
1395 Brickell Avenue, Suite 1200
Miami, Florida 33131
Telephone: 305-577-3100
Email: davidj.cohen@weil.com

and

WEIL GOTSHAL & MANGES LLP
Garrett A. Fail (admitted *pro hac vice*)
Alexander P. Cohen (admitted *pro hac vice*)
Andrew J. Clarke (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: 212-310-8000
Email: garrett.fail@weil.com
Alexander.cohen@weil.com
Andrew.clarke@weil.com

Attorneys for the Debtors and the CC Group

Exhibit A

New York Deed in Lieu of Foreclosure

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

Buchalter LLP
1000 Wilshire, 15th Floor
Los Angeles, California 90017
Attention: J. David Hitchcock, Esq.

MAIL ALL TAX STATEMENTS TO:

EWB-III, LLC
c/o East West Bank
135 N. Los Robles Ave., 8th Floor
Pasadena, CA 91101.
Attention: Bo Zoubeidi

APN: [_____]

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

[BARGAIN AND SALE DEED / DEED IN LIEU OF FORECLOSURE]

THIS [BARGAIN AND SALE DEED / DEED IN LIEU OF FORECLOSURE] (this "**Deed**"), made the _____ day of _____, 2026, between Columbia Care NY Realty LLC, a New York limited liability company ("**Grantor**"), whose address is 321 Billerica Road, Suite 204, Chelmsford, Massachusetts 01824 and EWB-III, LLC a California limited liability company ("**Grantee**"), whose address is c/o 135 N. Los Robles Ave., 8th Floor, Pasadena, CA 91101.

WITNESSETH, that Grantor in consideration of Ten and 00/100 Dollars (\$10.00) paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever,

ALL that certain plot, piece of parcel of land, with the buildings and improvements thereon erected, situate, lying and being as described in the attached Exhibit A (the "**Premises**").

SUBJECT TO current real property taxes and all unpaid non-delinquent general and special taxes, bonds and assessments; all liens, covenants, conditions, reservations, rights, easements, interests, rights of way, and restrictions of public record; all leases and any other occupancy agreements in effect; all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Premises; and all matters visible upon or about the Premises or that would be disclosed by an accurate survey of the Premises (the "**Permitted Exceptions**").

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said Premises;

TO HAVE AND TO HOLD the Premises herein granted unto Grantee the heirs or successors and assigns of Grantee forever subject to the Permitted Exceptions.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this Indenture so requires.

Grantor declares that this Deed is an absolute conveyance, and not a mortgage, deed of trust or security device of any kind; that possession of the real property has been or will be surrendered to Grantee in connection with this transaction; that this Deed is freely and fairly given for a fair and adequate consideration.

Grantee is the current beneficiary of that certain Mortgage and Security Agreement dated as of December 28, 2021, executed by Grantor to East West Bank, an affiliate of Grantee, recorded April 27, 2022 in the Official Records of Suffolk County in Liber 23411 Page 216 (as amended, modified, restated, assigned or in effect from time to time, "**Security Instrument**"), encumbering the Premises.

The true consideration for this conveyance is set forth in the terms of the agreement between Grantee, Grantor, and Grantor's related parent companies and affiliates, The Cannabist Company Holdings, Inc. and the Cannabist Company Holdings (Canada, Inc) (collectively with The Cannabist Company Holdings, Inc. the "Debtors") as reflected in the Stipulation Between Debtors, CC Group, and East West Bank which was approved on ____, 2026 by the Ontario Superior Court of Justice (Commercial List) in the proceeding commenced by the Debtors under the Companies' Creditors Arrangement Act (CCAA); provided, however, that Grantee will not be deemed to have accepted this Deed unless and until this Deed is recorded at the request of Grantee or Grantee's attorneys.

Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption that Grantor may have in connection with the Premises and the Security Instrument (defined above). Grantor and Grantor's heirs, successors, and assigns will be forever estopped from asserting that Grantor had, on the date of the Security Instrument, an estate or interest in the Premises less than a fee-simple interest in the whole of the Premises, and this Deed will pass any and all after-acquired title.

This Deed does not effect a merger of the fee ownership and the lien of the Security Instrument. The fee and the lien will hereafter remain separate and distinct. Grantee reserves its right to foreclose its Security Instrument at any time as to any party with any claim, interest, or lien on the Premises. The debt secured by the Security Instrument will not be deemed satisfied by this Deed.

Executed as of this ____ day of _____, 2026.

[Remainder of Page Intentionally Blank; Grantor Signature Page Follows]

GRANTOR:

Columbia Care NY Realty LLC,
a New York limited liability company

By: _____

Name:

Its:

Exhibit A

Real Property Legal Description

ALL that certain plot, piece or parcel of land, situate, lying and being at Jamesport, Town of Riverhead, County of Suffolk and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Sound Avenue, which said point is 1,810 feet more or less East from the intersection of the northerly side of Sound Avenue with the easterly side of Pier Avenue;

RUNNING THENCE from said point or place of beginning North 19 degrees 20 minutes 09 seconds West 1147.82 feet to a point;

RUNNING THENCE North 20 degrees 49 minutes 09 seconds West 1477.36 feet to a point;

RUNNING THENCE North 21 degrees 03 minutes 49 seconds West 901.08 feet to a point;

RUNNING THENCE North 69 degrees 20 minutes 00 seconds East 421.76 feet to a point;

RUNNING THENCE South 20 degrees 40 minutes 00 seconds East 3554.86 feet to a point and the northerly side of Sound Avenue;

RUNNING THENCE South 73 degrees 06 minutes 40 seconds West 439.20 feet to the point or place of BEGINNING.

TOGETHER with the right of way described in a Deed dated March 24, 1986 and recorded on April 3, 1986 at Liber 10010 Page 321 in the Suffolk County Clerk's Office.

Exhibit B

New York Assignment and Bill of Sale

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (hereinafter referred to as this “**Assignment**”) is given this ___th day of __, 2026, by Columbia Care NY Realty LLC, a New York limited liability company (“**Assignor**”) to EWB-III, LLC a California limited liability company (hereinafter referred to as the “**Assignee**”).

RECITALS:

WHEREAS, the Assignor and the Assignee are parties to a certain Stipulation between Debtors, CC Group and East West Bank approved by the Ontario Superior Court of Justice (Commercial List) on ____, 2026 (hereinafter referred to as the “**Stipulation**”), which provides, among other things, for the conveyance by the Assignor to the Assignee of that certain land described on Exhibit “A-1” attached hereto and made a part hereof (hereinafter referred to as the “**Land**” and hereinafter the Land, together with all real and personal property appurtenant thereto or associated therewith, and all improvements thereon, shall be collectively referred to as the “**Property**”) pursuant to that certain [Bargain and Sale Deed/Deed in Lieu of Foreclosure] dated concurrently herewith; and

WHEREAS, it is the desire of the Assignor hereby to sell, assign, transfer, and convey to the Assignee all of the Assignor’s rights, title, and interests in and to the below described items related to the Property.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, transfer, set over, and deliver to the Assignee all of the Assignor’s rights, title, and interests in and to the following (hereinafter collectively referred to as the “**Assigned Properties**”), in each case free and clear of any and all liens, encumbrances, and other interests of third parties (other than security interests in favor of Assignee):

all materials, machinery, apparatus, equipment, fittings, fixtures, goods, chattels, and articles of personal property, which is attached to, located on or used in connection with the Property;

general intangibles used in the operation of the Property;

all the reversion or reversions, remainder or remainders, rents, revenues, issues, income and profits of all or any part of the Property;

all books and records (including, without limitation, accounting records, operating statements, files, reports, surveys or budgets) relating to the operation of the Property; and

all site plans, surveys, soil and substrata studies, architectural renderings, plans and specifications, engineering plans and studies, floor plans, landscape plans and all other plans, diagrams and studies of any kind, if any, in the Assignor’s possession or available to the Assignor and which relate to the Property.

TO HAVE AND TO HOLD the Assigned Properties unto the Assignee and the Assignee's successors and assigns forever.

The Assignor and the Assignee hereby further agree as follows:

1. All of the terms, agreements, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
2. Words and phrases defined in the Stipulation shall have the same meanings herein.
3. Nothing herein contained shall be deemed to limit or restrict the properties, assets or rights conveyed, assigned or transferred to or acquired by the Assignee from the Assignor under or by virtue of any other conveyance or deed respecting the Property.
4. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has executed this Assignment and such Assignment has been accepted by the Assignee, all as of the date first above written.

ASSIGNOR:

Columbia Care NY Realty LLC,
a New York limited liability company

By: _____

Name:

Its:

ACCEPTED BY ASSIGNEE:

EWB-III, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A-1"

LEGAL DESCRIPTION -- LAND

ALL that certain plot, piece or parcel of land, situate, lying and being at Jamesport, Town of Riverhead, County of Suffolk and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Sound Avenue, which said point is 1,810 feet more or less East from the intersection of the northerly side of Sound Avenue with the easterly side of Pier Avenue;

RUNNING THENCE from said point or place of beginning North 19 degrees 20 minutes 09 seconds West 1147.82 feet to a point;

RUNNING THENCE North 20 degrees 49 minutes 09 seconds West 1477.36 feet to a point;

RUNNING THENCE North 21 degrees 03 minutes 49 seconds West 901.08 feet to a point;

RUNNING THENCE North 69 degrees 20 minutes 00 seconds East 421.76 feet to a point;

RUNNING THENCE South 20 degrees 40 minutes 00 seconds East 3554.86 feet to a point and the northerly side of Sound Avenue;

RUNNING THENCE South 73 degrees 06 minutes 40 seconds West 439.20 feet to the point or place of BEGINNING.

TOGETHER with the right of way described in a Deed dated March 24, 1986 and recorded on April 3, 1986 at Liber 10010 Page 321 in the Suffolk County Clerk's Office.

Exhibit C

New Jersey Deed in Lieu of Foreclosure

NEW CONSTRUCTION

Prepared by:

Buchalter LLP
1000 Wilshire, 15th Floor
Los Angeles, California 90017
Attention: J. David Hitchcock, Esq.

Record and Return to:

Buchalter LLP
1000 Wilshire, 15th Floor
Los Angeles, California 90017
Attention: J. David Hitchcock, Esq.

[SPECIAL WARRANTY DEED/DEED IN LIEU OF FORECLOSURE]

THIS [SPECIAL WARRANTY DEED/DEED IN LIEU OF FORECLOSURE] (this “**Deed**”) is made the ___th day of ___, 2026, between:

Columbia Care NJ Realty LLC, a New Jersey limited liability company (“**Grantor**”), whose address is 321 Billerica Road, Suite 204, Chelmsford, Massachusetts 01824;

AND

EWB-III, LLC a California limited liability company (“**Grantee**”), whose address is c/o 135 N. Los Robles Ave., 8th Floor, Pasadena, CA 91101.

1. **Transfer of Ownership.** Grantor hereby grants and conveys the property described on Exhibit A attached hereto (the “**Property**”) to Grantee. The Property is being conveyed subject to (a) all current real property taxes and all unpaid non-delinquent general and special taxes, bonds and assessments; (b) all liens, covenants, conditions, reservations, rights, easements, interests, rights of way, and restrictions of public record; (c) all leases and any other occupancy agreements in effect; (d) all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property; and (e) all matters visible upon or about the Property or that would be disclosed by an accurate survey of the Property. This transfer is made for the sum of [**]. Grantor acknowledges this consideration.

2. **Tax Map Reference.** City of Vineland, in the County of Cumberland, New Jersey: Block No. 2803, Lot No. [11.01].

3. **Promises by Grantor.** Grantor hereby covenants that Grantor will warrant specially the Property hereby conveyed, and Grantor further warrants that Grantor, its heirs and personal representatives, will forever warrant and defend the Property unto Grantee, its heirs, personal representatives and assigns, against the claims and demands of Grantor and all persons claiming by, through, or under Grantor.

4. Grantor declares that this deed is an absolute conveyance, and not a mortgage, deed of trust or security device of any kind; that possession of the real property has been or will be surrendered to Grantee

in connection with this transaction; that this deed is freely and fairly given for a fair and adequate consideration.

5. Grantee is the current beneficiary of that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of June __, 2022, executed by Grantor to Grantee, recorded [**] (as amended, modified, restated, assigned or in effect from time to time, "**Security Instrument**"), encumbering the Property.

6. The true consideration for this conveyance is set forth in the terms of the agreement between Grantee, Grantor, and Grantor's related parent companies and affiliates, The Cannabist Company Holdings, Inc. and the Cannabist Company Holdings (Canada, Inc) (collectively with The Cannabist Company Holdings, Inc. the "Debtors") as reflected in the Stipulation Between Debtors, CC Group, and East West Bank which was approved on __, 2026 by the Ontario Superior Court of Justice (Commercial List) in the proceeding commenced by the Debtors under the Companies' Creditors Arrangement Act (CCAA); provided, however, that Grantee will not be deemed to have accepted this Deed unless and until this Deed is recorded at the request of Grantee or Grantee's attorneys.

7. Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption that Grantor may have in connection with the Property and the Security Instrument (defined above). Grantor and Grantor's heirs, successors, and assigns will be forever estopped from asserting that Grantor had, on the date of the Security Instrument, an estate or interest in the Property less than a fee-simple interest in the whole of the Property, and this Deed will pass any and all after-acquired title.

8. This Deed does not effect a merger of the fee ownership and the lien of the Security Instrument. The fee and the lien will hereafter remain separate and distinct. Grantee reserves its right to foreclose its Security Instrument at any time as to any party with any claim, interest, or lien on the Property. The debt secured by the Security Instrument will not be deemed satisfied by this Deed.

[Signature Page Follows]

IN WITNESS WHEREOF, this Deed is signed by Grantor's authorized representative as of the date first written above.

GRANTOR:

Columbia Care NJ Realty LLC,
a New Jersey limited liability company

By: _____

Name:

Its:

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 2026, _____ personally appeared before me and stated to my satisfaction that each person: (a) made the attached instrument; (b) was authorized to and did execute this instrument as _____ of Columbia Care NJ Realty LLC, a New Jersey limited liability company (the “**Company**”), the entity named in this instrument; (c) executed this instrument as the voluntary act of the Company; and (d) made this Deed for \$[**] as the full and actual consideration paid or to be paid for the transfer of title.

In witness whereof, I hereunto set my hand and official seals.

(SEAL)

Name: _____
Title: _____

EXHIBIT A – LEGAL DESCRIPTION

ALL OF THE FOLLOWING TRACT OR PARCEL of land and premises situate in the City of Vineland, County of Cumberland and State of New Jersey, bounded and described as follows:

BEGINNING at an iron bar set for a corner in the westerly line of West Avenue (100 feet wide), said point being the northeast corner of land of Conrail (Block 2803, Lot); thence

- (1) along the northerly line of said land of Conrail, North 81 degrees 49 minutes 07 seconds West, 1,417.02 feet to an iron bar found for a corner; thence
- (2) along the easterly line of land of Cumberland County Improvement Authority (Block 280 I, Lot I), North 08 degrees 05 minutes 16 seconds East, 216.25 feet to a nail set for a corner; thence
- (3) along a new line, and along New Lot 5.0I of Block 2801, South 81 degrees 49 minutes 17 seconds East, 173.00 feet to a nail set for a corner; thence
- (4) along a new line, and still along same, North 08 degrees 10 minutes 53 seconds East, 103.00 feet to a nail set for a corner; thence
- (5) along a new line, still along same, and along New Lot 90 I, South 81 degrees 49 minutes 07 seconds East, 825.83 feet to a nail set for a corner; thence
- (6) along a new line, and along New Lot 9.01, North 03 degrees 50 minutes 14 seconds East, 67.26 feet to a nail set for a corner; thence
- (7) along a new line, and along New Lots 9.01 and 10.01, South 86 degrees 09 minutes 46 seconds East, 201.35 feet to an iron bar set for a corner, passing over a nail set in line and 77.14 feet from the beginning of this course; thence
- (8) along a new line and along New Lot 10.01, South 03 degrees 50 minutes 14 seconds West, 90.91 feet to an iron bar set for a corner; thence
- (9) along a new line, and still along same, South 86 degrees 09 minutes 46 seconds East, 191.80 feet to an iron bar set for a corner in said westerly line of West Avenue; thence
- (10) along said westerly line, South 03 degrees 50 minutes 14 seconds West, 326.39 feet to the Place of Beginning.

BEING a portion of Lots 5, 9 and 11, to be known as New Lot 11.0I of Block 280I, as shown on the City of Vineland Tax Assessment Map.

SUBJECT to variable width Access Easement, bounded and described as follows:

BEGINNING at a point for a corner in the westerly line of West Avenue (100 feet wide), said point being North 03 degrees 50 minutes 14 seconds East, 246.39 feet from the northeast corner of land of now or formerly of Conrail (Block 2803, Lot I); thence

(I) over land of the Grantor, North 86 degrees 09 minutes 46 seconds West, 191.80 feet to a point for a corner; thence

(10) still over the same, North 03 degrees 50 minutes 14 seconds East, 80.00 feet to an iron bar set for a corner; thence

(11) along a new line and New Lot I0.0I, South 86 degrees 09 minutes 46 seconds East, I 91.80 feet to an iron bar set for a corner in said westerly line of West Avenue; thence

(12) along said westerly line, South 03 degrees 50 minutes 14 seconds West, 80.00 feet to the Place of Beginning.

ALSO SUBJECT to an existing 15 foot wide Landis Sewerage Authority Easement as shown on the plan referenced below.

THE ABOVE DESCRIPTION was written pursuant to "Proposed Redvision prepared for Columbia Care", prepared by Fralinger Engineering, PA 629 Shiloh Pike, Bridgeton, New Jersey, 08302, dated September 10, 2021, revised December 9, 2021, and is marked as Commission No. 29242.03.

Exhibit D

New Jersey Assignment and Bill of Sale

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (hereinafter referred to as this “**Assignment**”) is given this ___th day of ___, 2026, by Columbia Care NJ Realty LLC, a New Jersey limited liability company (“**Assignor**”) to EWB-III, LLC a California limited liability company (hereinafter referred to as the “**Assignee**”).

RECITALS:

WHEREAS, the Assignor and the Assignee are parties to a certain Stipulation between Debtors, CC Group and East West Bank approved by the Ontario Superior Court of Justice (Commercial List) on ____, 2026 (hereinafter referred to as the “**Stipulation**”), which provides, among other things, for the conveyance by the Assignor to the Assignee of that certain land described on Exhibit “A-1” attached hereto and made a part hereof (hereinafter referred to as the “**Land**” and hereinafter the Land, together with all real and personal property appurtenant thereto or associated therewith, and all improvements thereon, shall be collectively referred to as the “**Property**”) pursuant to that certain [Special Warranty Deed/Deed in Lieu of Foreclosure] dated concurrently herewith; and

WHEREAS, it is the desire of the Assignor hereby to sell, assign, transfer, and convey to the Assignee all of the Assignor’s rights, title, and interests in and to the below described items related to the Property.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, transfer, set over, and deliver to the Assignee all of the Assignor’s rights, title, and interests in and to the following (hereinafter collectively referred to as the “**Assigned Properties**”), in each case free and clear of any and all liens, encumbrances, and other interests of third parties (other than security interests in favor of Assignee):

all materials, machinery, apparatus, equipment, fittings, fixtures, goods, chattels, and articles of personal property, which is attached to, located on or used in connection with the Property;

general intangibles used in the operation of the Property;

all the reversion or reversions, remainder or remainders, rents, revenues, issues, income and profits of all or any part of the Property;

all books and records (including, without limitation, accounting records, operating statements, files, reports, surveys or budgets) relating to the operation of the Property; and

all site plans, surveys, soil and substrata studies, architectural renderings, plans and specifications, engineering plans and studies, floor plans, landscape plans and all other plans, diagrams and studies of any kind, if any, in the Assignor’s possession or available to the Assignor and which relate to the Property.

TO HAVE AND TO HOLD the Assigned Properties unto the Assignee and the Assignee's successors and assigns forever.

The Assignor and the Assignee hereby further agree as follows:

1. All of the terms, agreements, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
2. Words and phrases defined in the Stipulation shall have the same meanings herein.
3. Nothing herein contained shall be deemed to limit or restrict the properties, assets or rights conveyed, assigned or transferred to or acquired by the Assignee from the Assignor under or by virtue of any other conveyance or deed respecting the Property.
4. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has executed this Assignment and such Assignment has been accepted by the Assignee, all as of the date first above written.

ASSIGNOR:

Columbia Care NJ Realty LLC,
a New Jersey limited liability company

By: _____

Name:

Its:

ACCEPTED BY ASSIGNEE:

EWB-III, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A-1"

LEGAL DESCRIPTION -- LAND

ALL OF THE FOLLOWING TRACT OR PARCEL of land and premises situate in the City of Vineland, County of Cumberland and State of New Jersey, bounded and described as follows:

BEGINNING at an iron bar set for a corner in the westerly line of West Avenue (100 feet wide), said point being the northeast corner of land of Conrail (Block 2803, Lot); thence

(1) along the northerly line of said land of Conrail, North 81 degrees 49 minutes 07 seconds West, 1,417.02 feet to an iron bar found for a corner; thence

(2) along the easterly line of land of Cumberland County Improvement Authority (Block 280 I, Lot I), North 08 degrees 05 minutes 16 seconds East, 216.25 feet to a nail set for a corner; thence

(3) along a new line, and along New Lot 5.0I of Block 2801, South 81 degrees 49 minutes 17 seconds East, 173.00 feet to a nail set for a corner; thence

(4) along a new line, and still along same, North 08 degrees 10 minutes 53 seconds East, 103.00 feet to a nail set for a corner; thence

(5) along a new line, still along same, and along New Lot 90 I, South 81 degrees 49 minutes 07 seconds East, 825.83 feet to a nail set for a corner; thence

(6) along a new line, and along New Lot 9.01, North 03 degrees 50 minutes 14 seconds East, 67.26 feet to a nail set for a corner; thence

(7) along a new line, and along New Lots 9.01 and 10.01, South 86 degrees 09 minutes 46 seconds East, 201.35 feet to an iron bar set for a corner, passing over a nail set in line and 77.14 feet from the beginning of this course; thence

(8) along a new line and along New Lot 10.01, South 03 degrees 50 minutes 14 seconds West, 90.91 feet to an iron bar set for a corner; thence

(9) along a new line, and still along same, South 86 degrees 09 minutes 46 seconds East, 191.80 feet to an iron bar set for a corner in said westerly line of West Avenue; thence

(10) along said westerly line, South 03 degrees 50 minutes 14 seconds West, 326.39 feet to the Place of Beginning.

BEING a portion of Lots 5, 9 and 11, to be known as New Lot 11.0I of Block 280I, as shown on the City of Vineland Tax Assessment Map.

SUBJECT to variable width Access Easement, bounded and described as follows:

BEGINNING at a point for a corner in the westerly line of West Avenue (100 feet wide), said point being North 03 degrees 50 minutes 14 seconds East, 246.39 feet from the northeast corner of land of now or formerly of Conrail (Block 2803, Lot I); thence

(I) over land of the Grantor, North 86 degrees 09 minutes 46 seconds West, 191.80 feet to a point for a corner; thence

(10) still over the same, North 03 degrees 50 minutes 14 seconds East, 80.00 feet to an iron bar set for a corner; thence

(11) along a new line and New Lot I0.0I, South 86 degrees 09 minutes 46 seconds East, I 91.80 feet to an iron bar set for a corner in said westerly line of West Avenue; thence

(12) along said westerly line, South 03 degrees 50 minutes 14 seconds West, 80.00 feet to the Place of Beginning.

ALSO SUBJECT to an existing 15 foot wide Landis Sewerage Authority Easement as shown on the plan referenced below.

THE ABOVE DESCRIPTION was written pursuant to "Proposed Redvision prepared for Columbia Care", prepared by Fralinger Engineering, PA 629 Shiloh Pike, Bridgeton, New Jersey, 08302, dated September 10, 2021, revised December 9, 2021, and is marked as Commission No. 29242.03.

Exhibit E

New Jersey Assignment of Leases

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (hereinafter referred to as this “**Assignment**”) is given this ___th day of ___, 2026, by Columbia Care NJ Realty LLC, a New Jersey limited liability company (“**Assignor**”) to EWB-III, LLC a California limited liability company (hereinafter referred to as the “**Assignee**”).

RECITALS:

WHEREAS, the Assignor and the Assignee are parties to a certain Stipulation between Debtors, CC Group and East West Bank approved by the Ontario Superior Court of Justice (Commercial List) on ____, 2026 (hereinafter referred to as the “**Stipulation**”), which provides, among other things, for the conveyance by the Assignor to the Assignee of that certain land described on Exhibit “A-1” attached hereto and made a part hereof (hereinafter referred to as the “**Land**” and hereinafter the Land, together with all real and personal property appurtenant thereto or associated therewith, and all improvements thereon, shall be collectively referred to as the “**Property**”) pursuant to that certain [Special Warranty Deed/Deed in Lieu of Foreclosure] dated concurrently herewith; and

WHEREAS, the Assignor has heretofore entered into certain leases (hereinafter, as they may have been amended and/or modified from time to time, and are listed and described in the on Exhibit “A-2” attached hereto and made a part hereof (collectively referred to as the “**Leases**”) with respect to the Property; and

WHEREAS, it is the desire of the Assignor hereby to sell, assign, transfer, and convey to the Assignee all of the Assignor’s rights, title, and interests in and to the Leases.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, transfer, set over, and deliver to the Assignee all of the Assignor’s right, title and interest in and to the Leases, in each case free and clear of any and all liens, encumbrances, and other interests of third parties.

TO HAVE AND TO HOLD the Assignor’s rights, title, and interests in and to the Leases unto the Assignee and the Assignee’s successors and assigns, forever, subject to the terms of the Stipulation.

The Assignor and the Assignee hereby further agree as follows:

1. The Assignee hereby assumes and agrees to perform all of the terms, covenants, and conditions of the Leases on the part of the Assignor therein required to be performed arising from and after the effective date hereof, and the Assignee covenants and agrees to indemnify, save, and hold harmless the Assignor from and against any and all liability, claims, or causes of action existing in favor of or asserted by any party to the Leases or by any third party, arising out of or relating to the Assignee’s failure to perform any of the obligations of the Assignor under the Leases arising subsequent to the effective date hereof.

2. Assignor represents and warrants to Assignee:

(i) Exhibit "A-2" attached hereto and made a part hereof contains a listing of the Leases affecting or encumbering all or a portion of the Property, together with all amendments, modifications, and supplements thereof or thereto.

(ii) Except for the Leases: (A) there are no other leases (or other agreements with respect to the use or occupancy of the Property or any portion thereof) in force or outstanding (or executed but not yet effective) with respect to the Property; and (B) there are no other assignments, amendments, modifications, supplements or other agreements outstanding with respect to, or comprising, the Leases.

(iii) There are no persons occupying space in the Property as tenants, subtenants, or occupants other than the tenants specifically named in the Leases.

(iv) Except as set forth in Exhibit "A-2" attached hereto and made a part hereof, Assignor has not assigned to any person any of Assignor's rights, title, or interests in the Leases or any rights thereunder.

(v) Assignor has paid all commissions, fees, charges, and other amounts previously due and owing to real estate brokers or other persons with respect to the Leases.

3. All of the terms, agreements, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

4. Words and phrases defined in the Stipulation shall have the same meanings herein.

5. Nothing herein contained shall be deemed to limit or restrict the properties, assets or rights conveyed, assigned or transferred to or acquired by the Assignee from the Assignor under or by virtue of any other conveyance or deed respecting the Property.

6. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

7. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has executed this Assignment and such Assignment has been accepted by the Assignee, all as of the date first above written.

ASSIGNOR:

Columbia Care NJ Realty LLC,
a New Jersey limited liability company

By: _____

Name:

Its:

ACCEPTED BY ASSIGNEE:

EWB-III, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A-1"

LEGAL DESCRIPTION -- LAND

ALL OF THE FOLLOWING TRACT OR PARCEL of land and premises situate in the City of Vineland, County of Cumberland and State of New Jersey, bounded and described as follows:

BEGINNING at an iron bar set for a corner in the westerly line of West Avenue (100 feet wide), said point being the northeast corner of land of Conrail (Block 2803, Lot); thence

- (1) along the northerly line of said land of Conrail, North 81 degrees 49 minutes 07 seconds West, 1,417.02 feet to an iron bar found for a corner; thence
- (2) along the easterly line of land of Cumberland County Improvement Authority (Block 280 I, Lot I), North 08 degrees 05 minutes 16 seconds East, 216.25 feet to a nail set for a corner; thence
- (3) along a new line, and along New Lot 5.0I of Block 2801, South 81 degrees 49 minutes 17 seconds East, 173.00 feet to a nail set for a corner; thence
- (4) along a new line, and still along same, North 08 degrees 10 minutes 53 seconds East, 103.00 feet to a nail set for a corner; thence
- (5) along a new line, still along same, and along New Lot 90 I, South 81 degrees 49 minutes 07 seconds East, 825.83 feet to a nail set for a corner; thence
- (6) along a new line, and along New Lot 9.01, North 03 degrees 50 minutes 14 seconds East, 67.26 feet to a nail set for a corner; thence
- (7) along a new line, and along New Lots 9.01 and 10.01, South 86 degrees 09 minutes 46 seconds East, 201.35 feet to an iron bar set for a corner, passing over a nail set in line and 77.14 feet from the beginning of this course; thence
- (8) along a new line and along New Lot 10.01, South 03 degrees 50 minutes 14 seconds West, 90.91 feet to an iron bar set for a corner; thence
- (9) along a new line, and still along same, South 86 degrees 09 minutes 46 seconds East, 191.80 feet to an iron bar set for a corner in said westerly line of West Avenue; thence
- (10) along said westerly line, South 03 degrees 50 minutes 14 seconds West, 326.39 feet to the Place of Beginning.

BEING a portion of Lots 5, 9 and 11, to be known as New Lot 11.0I of Block 280I, as shown on the City of Vineland Tax Assessment Map.

SUBJECT to variable width Access Easement, bounded and described as follows:

BEGINNING at a point for a corner in the westerly line of West Avenue (100 feet wide), said point being North 03 degrees 50 minutes 14 seconds East, 246.39 feet from the northeast corner of land of now or formerly of Conrail (Block 2803, Lot I); thence

(I) over land of the Grantor, North 86 degrees 09 minutes 46 seconds West, 191.80 feet to a point for a corner; thence

(10) still over the same, North 03 degrees 50 minutes 14 seconds East, 80.00 feet to an iron bar set for a corner; thence

(11) along a new line and New Lot I0.0I, South 86 degrees 09 minutes 46 seconds East, I 91.80 feet to an iron bar set for a corner in said westerly line of West Avenue; thence

(12) along said westerly line, South 03 degrees 50 minutes 14 seconds West, 80.00 feet to the Place of Beginning.

ALSO SUBJECT to an existing 15 foot wide Landis Sewerage Authority Easement as shown on the plan referenced below.

THE ABOVE DESCRIPTION was written pursuant to "Proposed Redvision prepared for Columbia Care", prepared by Fralinger Engineering, PA 629 Shiloh Pike, Bridgeton, New Jersey, 08302, dated September 10, 2021, revised December 9, 2021, and is marked as Commission No. 29242.03.

EXHIBIT "A-2"

LIST OF LEASES

Exhibit F

Maryland Deed in Lieu of Foreclosure

Upon Recording Return to:

Buchalter LLP
1000 Wilshire, 15th Floor
Los Angeles, California 90017
Attention: J. David Hitchcock, Esq.

Property Tax Account No.: 01-021443
Premise Address: 6797 Bowmans Crossing, Frederick, MD 21703

SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE (this “**Deed**”) is executed as of the ____ day of _____, 2026, by and between Columbia Care MD Realty, LLC, a Maryland limited liability company (“**Grantor**”), whose address is 321 Billerica Rd., Suite 204, Chelmsford, MA 01824, and EWB-III, LLC a California limited liability company (“**Grantee**”), whose address is c/o 135 N. Los Robles Ave., 8th Floor, Pasadena, CA 91101.

WITNESSETH, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid by Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does grant and convey unto the said Grantee, in fee simple, the real property located in Buckeystown Election District, Frederick County, Maryland, and as more particularly described in Exhibit A attached hereto and incorporated by this reference (the “**Property**”).

TOGETHER WITH the buildings and improvements thereupon erected, made or being, and all rights, easements, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining, including, without limitation, Grantor’s estate and interest as lessor in and to any leases and guarantees of leases appertaining to said parcel of land and premises.

SUBJECT TO current real property taxes and all unpaid non-delinquent general and special taxes, bonds and assessments; all liens, covenants, conditions, reservations, rights, easements, interests, rights of way, and restrictions of public record; all leases and any other occupancy agreements in effect; all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment

of the Property; and all matters visible upon or about the Property or that would be disclosed by an accurate survey of the Property (the “**Permitted Exceptions**”).

TO HAVE AND TO HOLD said parcel of land and premises above-described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use and benefit forever of the Grantee, its successors and assigns, in fee simple.

AND Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed (other than the Permitted Exceptions), that it will warrant specially the property hereby granted, and that it will execute such further assurances of said land as may be requisite.

Grantor declares that this deed is an absolute conveyance, and not a mortgage, deed of trust or security device of any kind; that possession of the real property has been or will be surrendered to Grantee in connection with this transaction; that this deed is freely and fairly given for a fair and adequate consideration.

Grantee is the current beneficiary of that certain Deed of Trust, Assignment and Security Agreement dated as of August 9, 2023, executed by Grantor to Grantee, recorded August 14, 2023 in the Official Records of Fredrick County in Book 16557, Page 271-305 (as amended, modified, restated, assigned or in effect from time to time, “**Security Instrument**”), encumbering the Property.

The true consideration for this conveyance is set forth in the terms of the agreement between Grantee, Grantor, and Grantor’s related parent companies and affiliates, The Cannabist Company Holdings, Inc. and the Cannabist Company Holdings (Canada, Inc) (collectively with The Cannabist Company Holdings, Inc. the “Debtors”) as reflected in the Stipulation Between Debtors, CC Group, and East West Bank which was approved on ___, 2026 by the Ontario Superior court of Justice (Commercial List) in the proceeding commenced by the Debtors under the Companies’ Creditors Arrangement Act (CCAA); provided, however, that Grantee will not be deemed to have accepted this Deed unless and until this Deed is recorded at the request of Grantee or Grantee’s attorneys.

Grantor waives, surrenders, and relinquishes any equity of redemption and statutory rights of redemption that Grantor may have in connection with the Property and the Security Instrument (defined above). Grantor and Grantor’s heirs, successors, and assigns will be forever estopped from asserting that Grantor had, on the date of the Security Instrument, an estate or interest in the Property less than a fee-simple interest in the whole of the Property, and this Deed will pass any and all after-acquired title.

This Deed does not effect a merger of the fee ownership and the lien of the Security Instrument. The fee and the lien will hereafter remain separate and distinct. Grantee reserves its right to foreclose its Security Instrument at any time as to any party with any claim, interest, or lien on the Property. The debt secured by the Security Instrument will not be deemed satisfied by this Deed.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Dated this ____ day of _____, 2026.

IN WITNESS WHEREOF, the Grantor has executed this Deed or caused it to be executed on its behalf by its duly authorized representative, the day and year first hereinbefore written.

GRANTOR:

Columbia Care MD Realty LLC,
a Maryland limited liability company

By: _____

Name:

Its:

CERTIFICATE

THIS IS TO CERTIFY that the within instrument was prepared by Grantor's [**legal department**], who is a party to the instrument.

Mailing Address for Tax Bills:

EXHIBIT A

LEGAL DESCRIPTION

All that lot or parcel of land, lying and being in the Buckeystown Election District, Frederick County, Maryland, and more particularly described as follows:

New Area Lot 9, as shown on a plat entitled "Correction/Addition Plat, Lot 9, JOHNSON'S ADDITION TO JOHNSON, Bowman's Plains Lot 9 Previously Recorded at P. B. 51, PG 152, Bowman's Plains Lot 7 Previously Recorded at P.B. 57, PG 173" and recorded in Plat Book 71, page 125 among the Land Records of Frederick County, Maryland.

Being all and the same real estate that was conveyed unto Columbia Care MD Realty LLC, a Maryland Limited Liability Company, by Green Leaf Management, LLC, a Maryland Limited Liability Company, by Deed dated June 20, 2023 and recorded on July 27, 2023, among the Land Records of Frederick County, Maryland in Liber 16535, folio 7.

Exhibit G

Maryland Assignment and Bill of Sale

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (hereinafter referred to as this “**Assignment**”) is given this ___th day of __, 2026, by Columbia Care MD Realty LLC, a Maryland limited liability company (“**Assignor**”) to EWB-III, LLC a California limited liability company (hereinafter referred to as the “**Assignee**”).

RECITALS:

WHEREAS, the Assignor and the Assignee are parties to a certain Stipulation between Debtors, CC Group and East West Bank approved by the Ontario Superior Court of Justice (Commercial List) on ____, 2026 (hereinafter referred to as the “**Stipulation**”), which provides, among other things, for the conveyance by the Assignor to the Assignee of that certain land described on Exhibit “A-1” attached hereto and made a part hereof (hereinafter referred to as the “**Land**” and hereinafter the Land, together with all real and personal property appurtenant thereto or associated therewith, and all improvements thereon, shall be collectively referred to as the “**Property**”) pursuant to that certain [Special Warranty Deed/Deed in Lieu of Foreclosure] dated concurrently herewith; and

WHEREAS, it is the desire of the Assignor hereby to sell, assign, transfer, and convey to the Assignee all of the Assignor’s rights, title, and interests in and to the below described items related to the Property.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, transfer, set over, and deliver to the Assignee all of the Assignor’s rights, title, and interests in and to the following (hereinafter collectively referred to as the “**Assigned Properties**”), in each case free and clear of any and all liens, encumbrances, and other interests of third parties (other than security interests in favor of Assignee):

all materials, machinery, apparatus, equipment, fittings, fixtures, goods, chattels, and articles of personal property, which is attached to, located on or used in connection with the Property;

general intangibles used in the operation of the Property;

all the reversion or reversions, remainder or remainders, rents, revenues, issues, income and profits of all or any part of the Property;

all books and records (including, without limitation, accounting records, operating statements, files, reports, surveys or budgets) relating to the operation of the Property; and

all site plans, surveys, soil and substrata studies, architectural renderings, plans and specifications, engineering plans and studies, floor plans, landscape plans and all other plans, diagrams and studies of any kind, if any, in the Assignor’s possession or available to the Assignor and which relate to the Property.

TO HAVE AND TO HOLD the Assigned Properties unto the Assignee and the Assignee's successors and assigns forever.

The Assignor and the Assignee hereby further agree as follows:

1. All of the terms, agreements, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
2. Words and phrases defined in the Stipulation shall have the same meanings herein.
3. Nothing herein contained shall be deemed to limit or restrict the properties, assets or rights conveyed, assigned or transferred to or acquired by the Assignee from the Assignor under or by virtue of any other conveyance or deed respecting the Property.
4. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has executed this Assignment and such Assignment has been accepted by the Assignee, all as of the date first above written.

ASSIGNOR:

Columbia Care MD Realty LLC,
a Maryland limited liability company

By: _____

Name:

Its:

ACCEPTED BY ASSIGNEE:

EWB-III, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A-1"

LEGAL DESCRIPTION -- LAND

All that lot or parcel of land, lying and being in the Buckeystown Election District, Frederick County, Maryland, and more particularly described as follows:

New Area Lot 9, as shown on a plat entitled "Correction/Addition Plat, Lot 9, JOHNSON'S ADDITION TO JOHNSON, Bowman's Plains Lot 9 Previously Recorded at P. B. 51, PG 152, Bowman's Plains Lot 7 Previously Recorded at P.B. 57, PG 173" and recorded in Plat Book 71, page 125 among the Land Records of Frederick County, Maryland.

Being all and the same real estate that was conveyed unto Columbia Care MD Realty LLC, a Maryland Limited Liability Company, by Green Leaf Management, LLC, a Maryland Limited Liability Company, by Deed dated June 20, 2023 and recorded on July 27, 2023, among the Land Records of Frederick County, Maryland in Liber 16535, folio 7.

Exhibit H

Form of Lender Release

RELEASE OF EAST WEST BANK

IN CONSIDERATION of the execution and delivery of that certain Deed in Lieu of Foreclosure dated [___] ___, 2026 (hereinafter referred to as the “**Deed**”) and the Stipulation Between Debtors, CC Group and East West Bank dated ____ ___, 2026 (hereinafter referred to as the “**Stipulation**”); capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Stipulation) **COLUMBIA CARE MD REALTY LLC**, a Maryland limited liability company (hereinafter referred to collectively with its successors and/or assigns as the “**Grantor**”), and/or **CANNABIST COMPANY HOLDINGS, INC.** (“**Guarantor 1**”) and **GREEN LEAF MEDICAL, LLC**, a Delaware limited liability company (“**Guarantor 2**”, and together with Guarantor 1, collectively, “**Guarantor**” and together with Grantor, the “**Grantor Parties**”) for themselves and their respective heirs, legal representatives, administrators, successors, and assigns, hereby release **EAST WEST BANK** (hereinafter referred to collectively with its successors and or assigns as the “**Grantee**”) and each of their respective officers, directors, subsidiaries, affiliated and related persons or entities, agents, servicers, trustees, investors, participants, attorneys, servants, employees, shareholders, representatives, successors and assigns, and designees, (hereinafter collectively referred to as the “**Released Parties**”) of and from any and all claims, debts, causes of actions, and rights which Grantor Parties may have against the Released Parties arising under the MD Mortgage and Loan or arising pursuant to any claim, demand or action, promise, debt, or agreement arising from or attributable to the MD Mortgage and Loan, regardless of whether same arises in law or equity; **PROVIDED, HOWEVER,** that Grantor Parties hereby expressly reserve and retain any rights, claims, demands, and causes of action against the Released Parties arising under the Stipulation and/or the other documents to be delivered pursuant to the Stipulation, including without limitation any rights, claims, demands, and causes of action resulting from (and in each case subject to any exclusions set forth in the Stipulation), (i) the failure of any of the representations and warranties of the Released Parties made under or pursuant to the Stipulation or any related Document to have been true and correct when made or reaffirmed or (ii) any breach by the Released Parties of any of the covenants set forth in the Stipulation or any Related Document.

Grantor Parties specifically waive the provision of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

All notices and other communications given to or made upon any party hereto under this Release shall be given or made as prescribed in the Stipulation.

All of the terms, agreements, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, administrators, successors, and assigns.

If any term, covenant or condition of this Release shall be held to be invalid, illegal or unenforceable in any respect, this Release shall be construed without such provision.

This Release shall be governed by and construed and enforced in accordance with the laws of the State of California.

This Release may be executed in counterparts, each of which when so executed shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Release has been executed, all as of the ____ day of [____], 2026.

GRANTOR:

COLUMBIA CARE MD REALTY, LLC,
a Maryland limited liability company

By: _____
Name:
Title:

[SIGNATURES CONTINUED ON NEXT PAGE]

GUARANTOR:

THE CANNABIST COMPANY HOLDINGS INC.

By:
Name:
Title:

GREEN LEAF MEDICAL, LLC
a Delaware limited liability company

By:
Name:
Title:

GRANTEE:

EAST WEST BANK,
A California banking corporation

By: _____
Name:
Title:

[END OF SIGNATURES]

Exhibit I

Form of Guarantor Release

RELEASE OF GUARANTORS¹

This RELEASE OF GUARANTORS (this “**Release**”) is made as of _____, 2026 (the “**Effective Date**”) by EAST WEST BANK, a California banking corporation (the “**Releasing Party**”) in favor of GREEN LEAF MEDICAL, LLC, a Delaware limited liability company (the “**LLC Guarantor**”), THE CANNABIST COMPANY HOLDINGS INC. (F/K/A COLUMBIA CARE, INC.), a British Columbia corporation (the “**Corporate Guarantor**”) (the LLC Guarantor and the Corporate Guarantor being hereafter referred to individually as the “**Guarantor**” and collectively as the “**Guarantors**”).

WHEREAS, the Releasing Party is the holder of that certain loan (“**Loan**”), as evidenced by that certain Loan Agreement, dated as of August 9, 2023, by and among Columbia Care MD Realty LLC, a Maryland limited liability company (“**Borrower**”) and the Releasing Party, the Guarantors (together with Borrower, individually, jointly and severally, and/or collectively, as the context may require, a “**Borrower Party**” or the “**Borrower Parties**”) (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which Loan is evidenced by that certain Promissory Note dated as of August 9, 2023, in favor of the Releasing Party in the principal amount of Six Million Two Hundred Fifty Thousand and 00/100 Dollars (\$6,250,000.00) (the “**Note**”).

WHEREAS, the Loan is secured, *inter alia*, by (i) that certain Deed of Trust, Assignment and Security Agreement made by Borrower to Stewart Title and Escrow, Inc., as trustee (“**Trustee**”), for the benefit of the Releasing Party, dated as of August 9, 2023, (ii) that certain Assignment of Rents and Leases, made by Borrower to the Releasing Party, dated as of August 9, 2023, and (iii) the other Loan Documents.

WHEREAS, the LLC Guarantor executed in favor of the Releasing Party that certain Guaranty and Indemnification Agreement dated August 9, 2023 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**LLC Guaranty**”).

WHEREAS, the Corporate Guarantor executed in favor of the Releasing Party that certain Guaranty and Indemnification Agreement dated August 9, 2023 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Corporate Guaranty**”) (the LLC Guaranty and the Corporate Guaranty being hereinafter referred to individually as a “**Guaranty**” and collectively as the “**Guaranties**”).

WHEREAS, the Guarantors and Borrower executed that certain Environmental Indemnity Agreement dated as of August 9, 2023 in favor of the Releasing Party (as the same may be amended, modified, supplemented or extended, the “**Environmental Indemnity**”).

WHEREAS, The Corporate Guarantor, the subsidiaries of the Corporate Guarantor, and the Releasing Party entered into that certain Stipulation Between Debtors, CC Group, and East West Bank, dated as of the date hereof (the “**Agreement**”).

¹ Form to be duplicated for each of the NJ and NY DILs.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Releasing Party agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

2. The Releasing Party, for and in consideration of the execution and delivery of the deed-in-lieu of foreclosure of the Property (the "**Deed-in-Lieu**"), hereby forever releases, waives, remises, acquits and discharges the Guarantors, any and all of their affiliates, and any and all of the Guarantors' and their affiliates' divisions, subsidiaries, parents, affiliates and other direct or indirect related entities (whether or not such entities are wholly-owned), directors, trustees, administrators, officers, agents, employees, servants, shareholders, members, partners, master and special servicers (as well as their successors and assigns) (the Guarantors and all such other releasees (other than the Borrower), individually and/or collectively as the context may require, a "**Released Party**" or the "**Released Parties**") of and from all causes of action, claims, suits, damages, judgments, objections, executions, demands, indebtedness (either as principal obligor or as surety or other accommodation party), liabilities, obligations, costs, expenses, including attorneys' fees, losses and liens of every kind and nature whatsoever, whether fixed or contingent, liquidated or unliquidated, known or unknown, suspected or unsuspected, foreseen or unforeseen at the present time and whether based on contract, tort, statute or other legal or equitable theory of recovery (collectively, "**Claims**") which the Releasing Party now has or ever had or may ever have against one or more of the Released Parties for or by reason of any Claims arising or accruing at any time on or prior to the Effective Date out of or under, or in any way relating, directly or indirectly, to: (a) the Loan Agreement, the Guaranties, or any other Loan Document, (b) the Deed-in-Lieu, (c) the Property, including without limitation any matters relating to the construction, development, renovation, alteration or conversion of any portion of the Property, (d) any rents, revenues, security deposits or other income from any portion of the Property, (e) any matters pertaining to any of the discussions, communications, correspondence, negotiations or dealings among the Releasing Party and any of the Released Parties relating to the Loan, the Agreement, the Deed-in-Lieu, the Property, or this Release, (f) the lender-borrower relationship evidenced by the Loan, (g) any previous pursuit of remedies by any of the Released Parties against the Releasing Party with respect to the Loan, the Agreement or the Deed-in-Lieu, (h) any enforcement of the rights of the Borrower Parties under the Loan Documents or any failure by any of the Borrower Parties to enforce their rights under the Loan Documents, and/or (i) any matters arising out of or in any way relating to any of the foregoing arising or accruing at any time on or prior to the Effective Date (collectively, the "**Released Claims**"). Without limiting the generality of the foregoing, the Released Claims shall include, without limitation, any Claim or Claims related to or arising out of or in connection with any breach of contract, breach of fiduciary duty, breach of any duty of fair dealing, any cause of action or defenses based on the negligence of any of the Released Parties, or in connection with the Property, the Agreement, the Deed-in-Lieu and/or the Loan, or any negligence, bad faith, violations of the Racketeer Influenced and Corrupt Organizations Act, tortious interference with contractual relations, tortious interference with prospective business advantage, fraud, mistake, deceptive trade practices, libel, slander, conspiracy, fraudulent conveyance, or any claim for wrongfully taking any action in connection with any of the foregoing.

3. The Releasing Party agrees that it will not assert any claims or defenses against any of the Released Parties arising out of or relating to any of the Released Claims.

4. Without limiting the generality of Section 2 and except as provided herein, the Releasing Party expressly releases any and all past and present Released Claims, including those which the Releasing Party does not know of or suspect to exist in its favor, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect the Releasing Party's decision to enter into this Release and, to this end, the Releasing Party, to the extent permitted by law, waives all rights under any statutory provision purporting to limit the scope or effect of a general release, whether due to lack of knowledge or otherwise.

5. Releasing Party expressly acknowledges and waives any and all rights under Section 1542 of the California Civil Code, which provides as follows: "**A general release** does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." (Emphasis added.)

6. The Releasing Party further expressly warrants and represents that neither the Released Claims nor any part of any interest in any claim, contention, demand or cause of action relating to any Released Claim or any portion of any recovery or settlement has been sold, granted, transferred, assigned or encumbered.

7. The Releasing Party expressly warrants and represents that in executing and entering into this Release, the Releasing Party is not relying upon and has not relied upon any representation, promise or statement made by anyone which is not recited, contained or embodied in this Release or any of the Loan Documents or the Agreement.

8. The Releasing Party hereby agrees not to bring, or assist in bringing, any Released Claims, and the Releasing Parties further agree that this Release is, will constitute, and may be pleaded as, a bar to any such Released Claims. Neither the execution nor delivery of this Release by any party nor the payment of any consideration by any person incident to this Release is an admission of any wrongdoing whatsoever on the part of any party.

9. The Releasing Party has received all consents required for the execution and delivery of this Release and have full power and authority to enter into and deliver this Release. This Release constitutes the Releasing Party's legal, valid and binding obligation, enforceable against them in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

10. This Release shall inure to the benefit of and be binding upon the Releasing Party, the Guarantors and the other Released Parties, and their respective successors and assigns.

11. This Release constitutes and is intended to constitute the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party except as specifically set forth

herein. All prior discussions and negotiations with respect to the subject matter hereof are superseded by this Release.

12. If any provisions of this Release are determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the remaining provisions, and any partially invalid or unenforceable provisions, to the extent valid and enforceable, shall nevertheless be binding, valid and enforceable.

13. When necessary herein, all terms used in the singular shall apply to the plural, and vice versa, and all terms used in the masculine shall apply to the neuter and feminine genders, and vice versa.

14. This Release shall be construed according to and governed by the laws of the State of Maryland without regard to the principles of conflicts of law.

15. This Release may be executed electronically and in any number of counterparts, provided each of the parties hereto executes at least one (1) counterpart. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. It is the express intent of the parties hereto to be bound by the exchange of signatures on this Release or electronic mail via the portable document format (PDF), DocuSign or other similar e-signature service. An electronic signature, a facsimile, PDF, DocuSign or other e-signature copy of a signature shall be deemed an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has delivered this Release as of the date first written above.

RELEASING PARTY:

EAST WEST BANK, a California banking corporation

By: _____
Name:
Title:

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

Court File No. CL-26-00000122-0000

**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**

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

PROCEEDING COMMENCED AT TORONTO

**FOURTH REPORT OF THE
MONITOR
(June 16, 2026)**

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