Court File No.: CV-24-00712687-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 9869247 CANADA LIMITED (d.b.a. SAFARI FLOWER COMPANY) AND GN VENTURES LTD. (collectively, the "**Applicants**")

SUPPLEMENTARY MOTION RECORD OF THE APPLICANTS
(Returnable May 7, 2024)

May 1, 2024

MILLER THOMSON LLP
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40 King Street West, Suite 5800
P.O. Box 1011
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Tel: 416.597.4321

Lawyers for the Applicants

TO THE SERVICE LIST:

Court File No.: CV-24-00712687-00CL

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SERVICE LIST
(as at May 1, 2024)

TO:	**MILLER THOMSON LLP** Scotia Plaza 40 King Street West, Suite 5800 P.O. Box 1011 Toronto, ON Canada M5H 3S1 **Larry Ellis LSO#: 49313K** lellis@millerthomson.com Tel: 416.595.8639 **Craig A. Mills LSO#: 40947B** cmills@millerthomson.com Tel: 416.595.8596 **Gina Rhodes LSO#: 78849U** grhodes@millerthomson.com Tel: 416.597.4321 Counsel for the Applicants

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AND TO:	**ATTORNEY GENERAL OF CANADA** Department of Justice Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 **Kelly Smith Wayland LSUC # 40290A** Tel: 647.533.7183 Email: Kelly.SmithWayland@justice.gc.ca Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca Lawyers for the Minister of National Revenue
AND TO:	**OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA** 151 Yonge Street, 4th Floor Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca
AND TO:	**CANADA REVENUE AGENCY** **Kelly Smith Wayland** Tel: 647.533.7183 Email: Kelly.SmithWayland@justice.gc.ca Email:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND TO:	**GEORGE B. CALLAHAN** Barrister & Solicitor Callahan Law Office Idomo Business Centre 20 De Boers Drive, Suite 202 Toronto, ON M3J 0H1 Tel: (416) 366-1601 Fax: (416) 366-6837 Email: george@callahanlawoffice.ca Counsel for Thunderbird Spirit Ventures Inc.
AND TO:	**RECONSTRUCT LLP** Royal Bank Plaza, South Tower 200 Bay Street Suite 2305, P.O. Box 120 Toronto, ON M5J 2J3 **Sharon Kour** (LSO#58328D) skour@reconllp.com Tel: 416.613.8283 **Jared S. Rosenbaum** (LSO#74769U) jrosenbaum@reconllp.com Tel: 416.613.8284 Counsel for e2 Companies LLC, e2 Comply, LLC, and E2C ESA Bond 1, LLC
AND TO:	**HYDE ADVISORY INC.** Toronto, ON Attention: David Hyde Tel: 289.270.4933 Email: david@hydeadvisory.com

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TAB 1

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SUPPLEMENTARY AFFIDAVIT OF LEANNE BRIGITTE SIMONS
(sworn May 1, 2024)

May 1, 2024

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
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SUPPLEMENTARY AFFIDAVIT OF LEANNE BRIGITTE SIMONS
(sworn May 1, 2024)

I, LEANNE BRIGITTE SIMONS, of the City of Burlington, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I swear this Affidavit in support of a motion by the Applicants, 9869247 Canada Limited (d.b.a. Safari Flower Company) ("**Safari Flower**") and GN Ventures Ltd. ("**GN Ventures**", and collectively with Safari Flower, the "**Applicants**") for Orders (the "**Approval and Reverse Vesting Order**" and the "**Ancillary Order**") substantially in the form attached as **Tab "4"** and **Tab "5"**, respectively, to the Applicants' Motion Record, served on April 30, 2024, among other things:

(a) approving the Share Purchase Agreement ("**Share Purchase Agreement**") among GN Ventures, Safari Flower and NE SPC II LP or its assignee (the "**Purchaser**") dated April 29, 2024, for the purchase and sale of all of the issued and outstanding shares of the Company (the "**Purchased Shares**"); and

(b) such other and further relief as set out in the Applicants' Motion Record.

2. I have personal knowledge of the matters to which I herein depose. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true.

3. On April 30, 2024, I swore an affidavit in support of this Motion (the "**Sixth Simons Affidavit**") and attached a copy of the Share Purchase Agreement at Exhibit "J". At the time that the Sixth Simons Affidavit was sworn, the Share Purchase Agreement had not been signed by the Purchaser.

4. The Purchaser and the Applicants, with the assistance of the Monitor, have since executed the Share Purchase Agreement, with a minor amendment from the version included in the Sixth Simons Affidavit. A copy of the now fully executed Share Purchase Agreement is attached hereto as **Exhibit "A"**. A copy of a blacklined version to the unsigned version attached to the Sixth Simons Affidavit is attached hereto as **Exhibit "B"**.

5. I swear this affidavit in support of the Applicants' motion under the CCAA for the above-noted Orders in the forms attached at Tabs 4 and 5 of the Motion Record, and for no other or improper purpose.

SWORN before me at the City of Toronto, in the Province of Ontario, this 1st day of May, 2024 in accordance with O. Reg. 431/20 Administering Oath or Declaration Remotely	
Commissioner for Taking Affidavits	**LEANNE BRIGITTE SIMONS**

This is Exhibit “A” referred to in the Affidavit of LEANNE BRIGITTE SIMONS sworn by LEANNE BRIGITTE SIMONS of the City of Burlington, before me at the City of Toronto, in the Province of Ontario, on May 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GINA RHODES

SHARE PURCHASE AGREEMENT

This Agreement is made as of the 29th day of April, 2024 (the "**Effective Date**"), among:

GN VENTURES LTD.
(the "**Vendor**")

– and –

9869247 CANADA LIMITED, d.b.a. SAFARI FLOWER
(the "**Company**" and together with the Vendor, the "**Safari Flower Group**")

– and –

NE SPC II LP or its assignee
(the "**Purchaser**")

RECITALS

A. **WHEREAS** the Safari Flower Group, in consultation with its *pari passu* senior secured lenders, Gray Jay Estates Inc. ("**Gray Jay**") and Next Edge General Partner (Ontario) Inc., in its capacity as general partner of the Purchaser (or, as the context requires, "**Blacksail**" or "**DIP Lender**"), engaged Hyde Advisory & Investments Inc. ("**Hyde**") in June 2023 to conduct a sale process to solicit offers for the sale of all or substantially all of the Company's assets (the "**Sale Process**").

B. **AND WHEREAS** On January 12, 2024, the Safari Flower Group was granted an Initial Order commencing proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the "**CCAA**") in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which Initial Order was thereafter amended and restated on January 22, 2024 (the "**ARIO**") among other things, appointing Ernst & Young Inc. as the monitor of the Safari Flower Group (in such capacity, the "**Monitor**").

C. **AND WHEREAS** the ARIO authorized Safari Flower Group to borrow under a DIP Term Sheet (the "**Original DIP Term Sheet**") from the DIP Lender in the principal amount of $1,000,000 (the "**DIP Loan**"). It also granted certain priority charges, namely, an administration charge (up to $350,000) (the "**Administration Charge**"), a charge in favour of the DIP Lender and a director's charge (up to $243,000) (the "**Director's Charge**").

D. **AND WHEREAS** by order dated February 26, 2024 (the "**February 2024 Order**"), the Court approved, among other things: (i) an Amended DIP Term Sheet (together with the Original DIP Term Sheet, and as may be further amended from time to time, the "**DIP Term Sheet**") between the Safari Flower Group and the Purchaser in the amount of $1,300,000 plus interest, fees and expenses (the "**Amended DIP Loan**"); (ii) a charge in favour of Hyde (the "**Consultant Charge**"); and (iii) a key employee retention plan in the amount of $200,000 (the "**KERP**") and corresponding charge;

E. **AND WHEREAS** as the bids in the Sale Process were lower than the secured debt, the Purchaser has submitted an offer to purchase all of the issued and outstanding shares of the

Company (the "**Purchased Shares**"), free and clear of all Encumbrances pursuant to an Approval and Reverse Vesting Order.

F. **AND WHEREAS** the Parties wish to enter into this Agreement to memorialize the terms and conditions pursuant to which the Vendor will sell and transfer to the Purchaser, and the Purchaser will purchase from the Vendor, the Purchased Shares.

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

"**Administration Charge**" has the meaning set out in the Recitals hereto.

"**Administration Expense Amount**" means cash in the amount of $300,000, which shall form part of the Cash Purchase Price be paid to the Monitor on the Closing Date and held by the Monitor, for the benefit of Persons entitled to be paid the Administrative Expenses Costs.

"**Administrative Expense Costs**" means the reasonable and documented costs and expenses for services performed by the Monitor and its legal counsel after the Closing Date in connection with the CCAA Proceedings, the administration of such proceedings to their conclusion and this Agreement, including any bankruptcy of the Vendor and ResidualCo.

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

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

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

"**Approval and Reverse Vesting Order**" means an order of the Court, in form and substance satisfactory to the Purchaser, acting reasonably, among other things, (i) approving the Transaction; (ii) vesting in the Purchaser (or as it may direct) all the right, title and interest of the Vendor in and to the Purchased Shares, free and clear from any Encumbrances; (iii) vesting out of the Company all Excluded Assets and Excluded Liabilities; and (iv) releasing the current and former directors, officers, employees, legal counsel and advisors of the Safari Flower Group and ResidualCo, together with the Monitor and its legal counsel.

"**Blacksail**" has the meaning set out in the Recitals hereto.

"**Blacksail Assignment**" means the Assignment of Indebtedness and Security between Gray Jay, as assignor, and Blacksail, as assignee, dated April 25, 2024.

"**Blacksail Debt**" means all of the indebtedness and obligations of the Company owing to Blacksail as at the Closing Time, including: (a) the indebtedness existing under the commitment letter dated January 23, 2020; (b) the indebtedness existing under the accommodation agreement dated June 30, 2023; (c) the debtor-in-possession financing under the DIP Term Sheet; (d) the Hyde Payment; and (e) upon completion of Blacksail's purchase of the indebtedness owing by the Safari Flower Group to Gray Jay and the security securing such indebtedness, the amount of such indebtedness.

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

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

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

"**Cash Purchase Price**" has the meaning set out in Section 3.2(a).

"**CCAA**" has the meaning set out in the Recitals hereto.

"**CCAA Proceeding**" has the meaning set out in the Recitals hereto.

"**CCAA Charge Amount**" means cash in an amount sufficient to satisfy the amounts owing in respect of obligations secured by the Priority Charges as at the Closing Time (without duplication to amounts satisfied as Administrative Expense Costs or by the Priority Payment Amount), which for greater certainty, in the case of the Administration Charge shall include payment of all fees and disbursements of the beneficiaries of the Administration Charge for services provided up to the Closing Date.

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

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

“**Closing Date**” means the date that is ten (10) Business Days, after the date upon which the conditions set forth in Article 8 have been satisfied or waived, other than any conditions set forth in Article 8 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Vendor and the Purchaser in writing).

“**Closing Time**” means 10:00 a.m. (Toronto time) on the Closing Date.

“**Contracts**” means all written contracts, agreements, leases, understandings and arrangements to which the Company is a party or by which the Company is bound or in which the Company has, or will at Closing have, any rights or by which any of its property or assets are or may be affected, including any Contracts relating to real property or personal property used in, arising from or otherwise related to the Business and any Contracts in respect of Employees.

“**Company**” has the meaning set out in the Recitals hereto.

“**Consultant Charge**” has the meaning set out in the Recitals hereto.

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

“**Director’s Charge**” has the meaning set out in the Recitals hereto.

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

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

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

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

“***Excise Act***” means the *Excise Act, 2001*, S.C. 2002, c.22 (Canada).

“***Excise Tax Act***” means the *Excise Tax Act*, R.S.C, 1985, c. E-15 (Canada).

“**Excise Licence**” means cannabis licence 75579 2124RD0001 obtained by the Company under the *Excise Act*.

“**Excluded Assets**” means the properties, rights, assets and undertakings of the Company listed on Schedule “**A**”, as the same may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof

"**Excluded Contracts**" means the Contracts and other agreements of the Company that are not Retained Contracts and for greater certainty, but without limiting the generality of the forgoing, includes those contracts and agreements which are listed in Schedule "**B**", as the same may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof.

"**Excluded Liabilities**" has the meaning set out in Section 2.2(a).

"**Facility**" means all of the land, building and fixtures owned by the Company at the real property municipally known as: 2818 House Rd., Stevensville, Ontario, with the legal description of: (PIN: 642460188) - Part Lot 13 Concession 13, Niagara River, Bertie, Parts 1 & 2, 59R15712; subject to an easement over Part 2 59R15712 as in BE44961 together with an easement over parts 4, 9, & 14, 59R15712 as in SN502947; and (PIN: 642460190) - Part Lots 13 & 14 Concession 13, Niagara River, Bertie designated as Part 1 Plan 59R16046 Town of Fort Erie.

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

"**GST/HST**" means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*.

"**Gray Jay**" has the meaning set out in the Recitals hereto.

"Gray Jay Assignment" means the assignment of this Agreement from the Purchaser to Gray Jay.

"**Health Canada Approval**" means the approval issued by Health Canada in connection with the change of control contemplated by the Transaction.

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

"Hyde Payment" means any payments made to Hyde by Blacksail pursuant to a settlement and release agreement between the Safari Flower Group, Blacksail, Gray Jay, and Hyde;

"**Interim Period**" means the period beginning on the Effective Date and ending at the Closing Time.

"**KERP**" has the meaning set out in the Recitals hereto.

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

"**Miller Thomson**" means Miller Thomson LLP, counsel for the Safari Flower Group.

"**Monitor**" has the meaning set out in the Recitals hereto.

"**Monitor's Certificate"** means the certificate of the Monitor in in substantially the form attached to the Approval and Reverse Vesting Order.

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

"**Outside Date**" means 11:59 p.m. (Toronto time) on June 30, 2024, or such later date as the Parties may agree to in writing, in consultation with the Monitor

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

"**Permits and Licences**" means (i) the permits, licences, authorizations, approvals, certificates, registrations, consents, waivers or other evidence of authority issued to, granted to, conferred upon, or otherwise created for, the Company by any Governmental Authority, including: (i) those related to the Business, the Retained Assets and the Retained Contracts; (ii) the Excise Tax Licence; and (iii) all other authorizations related to cannabis issued by any Governmental Authority including authorizations to plant, grow, cultivate, extract, produce, process, store, destroy, sell, provide, ship, deliver, transport and/or distribute cannabis under Applicable Law, including, without limitation, the Health Canada Licence.

"**Permitted Encumbrances**" means those Encumbrances set forth in Schedule "**D**", as the same may be modified by the Purchaser prior to the granting of the Approval and Reverse Vesting Order in accordance with the terms hereof.

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

"**Pre-Closing Reorganization**" means the transactions, acts or events described in Exhibit "**A**" which are to occur immediately prior to the Closing Time, as the same may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof and the Approval and Reverse Vesting Order.

“**Priority Payment Amount**” means an amount equal to those priority payments prescribed under subsections 6(3), 6(5)(a) and 6(6) of the CCAA as at the Closing Time, except to the extent such payments relate to the Excluded Assets or Excluded Liabilities.

“**Priority Charges**” means the Administration Charge, the Director’s Charge and the Consultant Charge in the CCAA Proceedings.

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

“**Purchased Shares**” means all of the issued and outstanding shares of the Company.

“**ResidualCo**” means a corporation to be incorporated as a wholly-owned subsidiary or Affiliate of the Vendor to which the Excluded Assets and Excluded Liabilities will be transferred as part of the Pre-Closing Reorganization.

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

“**Retained Contracts**” means all Contracts that are listed in Schedule “**G**”, as may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof.

“**Retained Liabilities**” means: (a) Liabilities specifically and expressly designated by the Purchaser as retained Liabilities in Schedule “**F**”, as may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof; and (b) all Liabilities which relate to: (i) the Business under any Retained Contracts; (ii) any Permits and Licences forming part of the Retained Assets; in each case solely in respect of the period from and after the Closing Date, and (iii) the KERP.

“**Sale Process**” has the meaning set out in the Recitals hereto.

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

“**Terminated Employees**” means those individuals employed by the Company whose employment will be terminated prior to Closing, as listed in a terminated employee list to be sent by the Purchaser to the Company no later than five (5) Business Days before the Closing Date.

"**Transaction**" means all of the transactions contemplated by this Agreement, including the purchase and sale transaction whereby the Purchaser will acquire the Purchased Shares and the Retained Assets, including the Facility.

1.2 Interpretation Not Affected by Headings, etc.

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

1.3 General Construction

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Extended Meanings

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

1.5 Currency

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

1.6 Statutes

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

1.7 Schedules

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

EXHIBITS

Exhibit A - Pre-Closing Reorganization

SCHEDULES

Schedule A - Excluded Assets

Schedule B - Excluded Contracts

Schedule C - Excluded Liabilities

Schedule D	-	Permitted Encumbrances
Schedule E	-	Permits and Licences
Schedule F	-	Retained Liabilities
Schedule G	-	Retained Contracts

The Parties acknowledge that as of the Effective Date, except for Schedule "E", the Schedules and Exhibit are not complete. Such Schedules and Exhibit are for the benefit of the Purchaser and may be amended or completed by the Purchaser by written notice to the Safari Flower Group, and in consultation with the Monitor, on or before the dates set out in such Schedules.

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

ARTICLE 2
PURCHASE OF SHARES AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Company's Shares

Subject to the terms and conditions of this Agreement, effective as and from the Closing Time, the Vendor shall sell and transfer the Purchased Shares to the Purchaser and the Purchaser shall purchase the Purchased Shares from the Vendor, free and clear of all Encumbrances (other than Permitted Encumbrances).

2.2 Excluded Liabilities of the Company

(a) Save and except for the Retained Liabilities, all debts, obligations, Liabilities, Encumbrances, indebtedness, Excluded Contracts, leases, agreements, undertakings, Claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company or the Purchased Shares or against, relating to or affecting any of the Retained Assets, or any Excluded Assets or Excluded Contracts or the Terminated Employees as at the Closing Time, including, *inter alia*, the non-exhaustive list of Liabilities set forth in Schedule "**C**" (collectively, the "**Excluded Liabilities**") shall be excluded and will no longer be binding on the Company, the Purchased Shares, the Retained Assets, or Employees following the Closing Time.

(b) Subject to the Pre-Closing Reorganization and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in, and assumed in full by ResidualCo in accordance with, and as further described in, Article 4 and the Approval and Reverse Vesting Order, and the Company, the Purchased Shares, the Retained Assets, and the Company's undertakings, Business and properties shall be Discharged of such Excluded Liabilities. All Claims attaching to the Excluded Liabilities, if any, shall continue to exist against ResidualCo and the Excluded Assets, if any, shall be available to satisfy such Claims.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

The aggregate purchase price for the Purchased Shares shall be made up of the following amounts (the "**Purchase Price**"), without duplication:

(a) the CCAA Charge Amount; *plus*

(b) the amount required to satisfy in full the Priority Payment Amount as at the Closing Time; *plus*

(c) the Administration Expense Amount.

3.2 Payment of Purchase Price

The Purchaser shall pay the Purchase Price at the Closing Time as follows:

(a) Cash. The Purchaser shall pay to the Monitor by wire transfer, certified cheque, bank draft or other means of immediately available funds, the amount required to satisfy the CCAA Charge Amount, Priority Payment Amount, and Administration Expense Amount (collectively, the "**Cash Purchase Price**").

3.3 Retention of Blacksail Debt

On the Closing Date, the Company shall retain the Blacksail Debt as set out in Schedule **"F"**. For greater certainty, the Blacksail Debt shall be retained by the Company and paid on the date when the Blacksail Debt becomes due and owing in accordance with such terms and conditions as shall be agreed between the Purchaser, the Vendor and the Company prior to Closing.

ARTICLE 4
TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

4.1 Transfer of Excluded Assets to ResidualCo

On the Closing Date, the Company shall retain all of the assets owned by it on the Effective Date of this Agreement and any assets acquired by it up to and including Closing, including, without limitation, the Facility, the Company's personal property and equipment, its Retained Contracts, Permits and Licences, Books and Records, Business and undertakings (the "**Retained Assets**"), save and except for inventory sold in the ordinary course of Business in the Interim Period, the Excluded Assets and Excluded Contracts, which the Company shall transfer to ResidualCo on or before the Closing Time or shall be vested in ResidualCo pursuant to the Approval and Reverse Vesting Order.

4.2 Transfer of Excluded Liabilities to ResidualCo

In accordance with the Pre-Closing Reorganization and the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in and assumed by ResidualCo. Notwithstanding any other provision of this Agreement, neither the Purchaser nor the Company shall assume or have any Liability for any of the Excluded Liabilities and all Excluded Liabilities shall be Discharged from and against the Company and its assets, undertakings, Business and properties from and after the Closing Time.

4.3 Tax Matters

Pursuant to the Pre-Closing Reorganization and the Approval and Reverse Vesting Order, at the Closing Time, all Taxes owed or owing or accrued due by the Company shall be transferred to and vest in ResidualCo. Any audits or reassessments with respect to any Taxes that relate to a time period occurring, or facts arising, prior to the Closing Date, regardless upon when such audit was commenced or completed, and any and all such obligations with respect to such audits or reassessments shall be transferred to and vest in ResidualCo.

Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the Purchaser shall be responsible for any transfer taxes that are due and payable in connection with the Transaction. If applicable, the Vendor and the Purchaser shall jointly elect that no GST/HST is payable pursuant to the *Excise Tax Act* with respect to the Transaction and the Purchaser will file an election pursuant to section 167 of the *Excise Tax Act*, prepared by the Purchaser and made jointly by the Purchaser and the Vendor (the "**Section 167 Election**").

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Vendor

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

(a) Incorporation and Status. The Vendor is a corporation incorporated and existing under the *Business Corporations Act* (Alberta), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and, subject to obtaining the Approval and Reverse Vesting Order, performance by the Vendor of this Agreement has been authorized by all necessary corporate action on the part of the Vendor.

(c) No Conflict. The execution, delivery and performance by the Vendor of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Vendor.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

(e) Proceedings. There are no proceedings pending against the Vendor or, to the knowledge of the Vendor, threatened, with respect to, or in any manner affecting, title to the Purchased Shares, which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Shares as contemplated by this Agreement or which would reasonably be expected to delay, restrict or prevent the Vendor from fulfilling any of its obligations set forth in this Agreement.

(f) Residency. The Vendor is not a non-resident of Canada for purposes of the *Income Tax Act* or the *Excise Tax Act*, as applicable.

(g) Title to Purchased Shares. The Vendor is, and immediately prior to the Closing Time will be, the sole registered and beneficial owner of the Purchased Shares, with good and valid title thereto, and the Vendor will transfer good and valid title to the Purchased Shares to the Purchaser, free and clear of all Encumbrances (other than Permitted Encumbrances), pursuant to and in accordance with the Approval and Reverse Vesting Order. There are no issued and outstanding shares or other securities of the Company other than the Purchased Shares nor are there any securities convertible into or options, equity-based awards, pre-emptive rights, or other rights, agreements, warrants, or commitments that are held by any Person and which are convertible into or exchangeable for shares or any other securities of the Company.

(h) No Other Agreements to Purchase. Except for the rights of the Purchaser under this Agreement, no Person has any written or oral agreement, option, commitment, warrant, contractual right, option or privilege (whether legal, equitable, contractual or otherwise) for the purchase or acquisition from the Vendor or the Company of any of the Purchased Shares or Retained Assets or for the purchase, subscription or issuance of any unissued shares, securities, or rights of the Corporation.

5.2 Representations and Warranties of the Company

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

(a) Incorporation and Status. The Company is a corporation incorporated and existing under the *Business Corporations Act* (Ontario), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and, subject to obtaining the Approval and Reverse Vesting Order, performance by the Company of this

Agreement has been authorized by all necessary corporate action on the part of the Company.

(c) No Conflict. The execution, delivery and performance by the Company of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

(e) Authorized and Issued Capital and Title to Common Shares. The authorized capital of the Company consists of an unlimited number of one class of common shares. The Purchased Shares: (i) constitute all of the issued and outstanding securities in the capital of the Company; (ii) have all been duly authorized and validly issued as fully paid and non-assessable; (iii) have been issued by the Company in compliance with all Applicable Laws; and (iv) are registered in the name of, and are legally and beneficially owned by, the Vendor. None of the Purchased Shares have been issued in violation of any pre-emptive, right of first offer or refusal or similar rights.

(f) Title to Facility and Retained Assets. The Company is the legal and beneficial owner of the Company's Facility and Retained Assets.

(g) No Other Agreements to Purchase. Except for the rights of the Purchaser under this Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition from the Company of any of the Purchased Shares, the Retained Assets or the Facility.

(h) Proceedings. There are no Proceedings pending against the Company or, to the knowledge of the Company, threatened, with respect to, or in any manner affecting, title to the Purchased Shares, the Retained Assets or the Facility or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Shares, the Retained Assets or the Facility or the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Vendor or the Company from fulfilling any of their obligations set forth in this Agreement.

(i) Permits and Licences. Except for the rights of the Purchaser under this Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition of any interest in, or the creation of any Encumbrance in respect of, the Permits and Licences.

5.3 Representations and Warranties of the Purchaser

The Purchaser hereby represent and warrant as follows, on a joint and several basis, to and in favour of the Vendor, and acknowledge that, as of the Closing Time, the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Incorporation and Status. The Purchaser is a limited partnership duly organized existing under the laws of the province of Ontario, is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser's general partner.

(c) No Conflict. The execution, delivery and performance by the Purchaser's general partner of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

(e) Proceedings. There are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.

(f) HST Registrant. The Purchaser is, or will be on the Closing Date, HST registrant.

5.4 As is, Where is

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

THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE MONITOR (INCLUDING ANY REPRESENTATIVE OF THE MONITOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) AND HYDE ADVISORY & INVESTMENTS INC., ARE NOT MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR

WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE COMPANY, THE BUSINESS, THE PURCHASED SHARES, THE RETAINED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS RESPECTIVE REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

ARTICLE 6
COVENANTS

6.1 Closing Date

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

(b) Without limiting the foregoing, the Parties shall assist with submissions, share information and make any other efforts required to obtain any approval or Permits and Licences from any Governmental Authority necessary to effect the Closing.

(c) Each of the Parties shall, as promptly as possible, make, or cause to be made, all filings and submissions (including with respect to the Permits and Licences), as applicable, required under any Applicable Law to effect the Closing.

(d) The Vendor and the Company shall cause such individuals as the Purchaser may determine in its sole discretion to be appointed or assigned to be as of the Closing Time: (i) a director or officer of the Company; (ii) another individual who exercises direct control over the Company; (iii) directors or officers of any corporation that exercises direct control over the Company; or (iv) the responsible person, the head of security, or the master grower, and their alternates, as those terms are defined in the *Cannabis Regulations* (Canada).

6.2 Motion for Approval and Reverse Vesting Order

As soon as practicable following the Effective Date, and in any event by no later than May 3, 2024, the Vendor shall serve and file with the Court a motion for the issuance of the Approval and Reverse Vesting Order, seeking relief that will, *inter alia*, approve this Agreement and the Transaction and release the officers and directors of the Company and ResidualCo along with the Company's counsel, the Monitor and the Monitor's counsel. The Vendor shall use its best efforts to seek the issuance and entry of the Approval and Reverse Vesting Order and the Purchaser shall cooperate with the Vendor in its efforts to obtain the issuance and entry of the Approval and Reverse Vesting Order. The Company shall promptly inform the counsel for the Purchaser of any and all threatened and actual objections to the motion for the Approval and Reverse Vesting Order of which it becomes aware and will promptly provide to the Purchaser and its counsel a copy of all written objections.

6.3 Interim Period

During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Reverse Vesting Order and the Pre-Closing Reorganization), the Vendor and Company shall maintain the Retained Assets, the Business, including, without limitation, maintaining its corporate existence and renewing and keeping in full force the Permits and Licenses in substantially the same condition as on the Effective Date and in material compliance with all Applicable Laws, Permits and Licences.

6.4 Access During Interim Period

During the Interim Period, the Vendor and the Company with oversight of the Monitor shall give, or cause to be given, to the Purchaser, and its representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Retained Assets as the Purchaser reasonably deems necessary or desirable to further familiarize itself with the Business and the Retained Assets. Without limiting the generality of the foregoing: (a) the Purchaser and its representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) the Purchaser and its Representatives shall be permitted to contact and discuss the Transactions contemplated herein with Governmental Authorities and the Company's customers and contractual counterparties. Such investigations, inspections, surveys and tests shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Company's operations and the Vendor and the Company shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser.

6.5 Insurance Matters

Until Closing, the Vendor and the Company shall keep in full force and effect all existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practice in the ordinary course of business.

ARTICLE 7
CLOSING ARRANGEMENTS

7.1 Closing

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

7.2 Pre-Closing Reorganization

(a) Subject to the other terms of this Agreement, the Company shall effect the Pre-Closing Reorganization on the terms, and using the steps set out at Exhibit "**A**".

(b) The Purchaser and the Vendor shall work cooperatively and use commercially reasonable efforts to prepare, before the Closing Date, all documentation necessary and do such other acts and things as are necessary to give effect to the Pre-Closing Reorganization.

7.3 The Safari Flower Group Closing Deliveries

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

(a) a true copy of the Approval and Reverse Vesting Order, as issued and entered by the Court;

(b) an executed certificate of the Monitor substantially in the form attached to the Approval and Reverse Vesting Order (the "**Monitor's Certificate**");

(c) share certificates representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable stock transfer powers duly executed in blank, in either case, by the Vendor;

(d) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendor and the Company contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendor and the Company have performed in all material respects the covenants, obligations and agreements to be performed by them prior to the Closing Time;

(e) a full and final release of the Purchaser (and its affiliates, shareholders, officers, directors, agents, consultants, counsel, employees, heirs, executors, administrators, successors and assigns) from the Safari Flower Group (and each of their respective affiliates, shareholders, officers, directors, employees, heirs, executors, administrators, successors and assigns) from any and all claims against the Purchaser in a form satisfactory to the Purchaser acting reasonably; and

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

7.4 Purchaser's Closing Deliveries

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

(a) the Cash Purchase Price delivered pursuant to Section 3.2 hereof;

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

(c) a receipt sent to the Safari Flower Group and the Monitor, confirming that the Hyde Payment has been paid by the Purchaser or its assignee;

(d) a receipt sent to the Safari Flower Group and the Monitor, confirming the completion of Blacksail's purchase of the indebtedness owing by the Safari Flower Group to Gray Jay and the security securing such indebtedness pursuant to the Blacksail Assignment;

(e) a receipt sent to the Safari Flower Group and the Monitor, confirming payment of all amounts payable to management of the Company pursuant to the terms of the KERP Agreement dated February 26, 2024;

(f) such other agreements, documents and instruments as may be reasonably required by the Vendor and the Company to complete the Transaction, including but not limited to an assignment agreement as described in section 10.9(b)(iii) and amended and restated loan in respect to the Blacksail Debt as described in section 3.3, which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 8
CONDITIONS OF CLOSING

8.1 Conditions Precedent in favour of the Parties

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

(a) Approval and Reverse Vesting Order. The Court shall have granted the Approval and Reverse Vesting Order in form and substance satisfactory to each of the Parties, and the Approval and Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been threatened or commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(b) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction;

(c) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement; and

(d) Monitor's Certificate. The Monitor shall have delivered the Monitor's Certificate.

8.2 Conditions Precedent in favour of the Purchaser

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

(a) Pre-Closing Reorganization. The Pre-Closing Reorganization shall have been completed in the order and in the timeframes contemplated hereunder.

(b) Safari Flower Group Deliverables. The Vendor and the Company shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 7.3.

(c) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Section 5.1 and Section 5.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(d) No Breach of Covenants. The Company and the Vendor shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Company and the Vendor on or before the Closing Date.

(e) ResidualCo. Pursuant to the Approval and Reverse Vesting Order: (i) all Excluded Assets and Excluded Liabilities shall have been transferred to ResidualCo or Discharged; (ii) the Excluded Liabilities shall have attached to the Excluded Assets; and (iii) the Company, its Business, the Purchased Shares, the Facility and property shall have been released and forever Discharged of all Claims and Encumbrances (other than Retained Liabilities, if any) such that, from and after Closing the Business, Facility and property of the Company shall exclude the Excluded Assets and shall not be subject to any Excluded Liabilities.

(f) CCAA Proceeding. Upon Closing, the CCAA Proceeding shall have been terminated in respect of the Company as set out in the Approval and Reverse Vesting Order, but, for greater certainty, shall continue in respect of ResidualCo and the Vendor.

(g) Health Canada Licence. The Health Canada Licence shall be valid and in good standing at the Closing Time with no adverse conditions or restrictions, except for routine conditions or restrictions that do not result in a finding of non-compliance or suspension, it being understood that such licences at the Closing Time shall enable the Safari Flower Group to carry on the Business substantially consistent with past practice.

(h) Regulatory Approval. The Purchaser shall have obtained the Health Canada Approval, in a form satisfactory to the Purchaser, acting reasonably, which may be waived by the Purchaser.

(i) Employees. The Company shall not have terminated the employment of any employee of the Company during the Interim Period, except with the prior written consent of the Purchaser. The Company shall have terminated the employment of the Terminated Employees and all Liabilities owing to any such terminated employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, all of which Liabilities shall be Excluded Liabilities or shall be Discharged by the Approval and Reverse Vesting Order.

(j) Purchase of Gray Jay Debt. The Purchaser, shall have, pursuant to the Blacksail Assignment, purchased all of the indebtedness and obligations of the Company owing to Gray Jay, including the indebtedness existing under the secured grid promissory note dated August 16, 2018 as amended by an amendment dated June 1, 2019, issued by the Company in favour of Gray Jay together with the security relating thereto.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 8.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in Section 8.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendor to terminate this Agreement.

8.3 Conditions Precedent in favour of the Vendor and the Company

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

(a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents and payments contemplated in Section 7.4.

(b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 5.3 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 8.3 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set forth in this Section 8.3 is not satisfied or performed on or prior to the Outside Date, the Vendor may elect on written notice to the Purchaser to terminate the Agreement.

ARTICLE 9
TERMINATION

9.1 Grounds for Termination

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

(a) by the mutual written agreement of the Vendor and the Purchaser;

(b) by either Party upon written notice to the other Party if: (i) the Approval and Reverse Vesting Order has not been obtained by the Outside Date; or (ii) the Court declines at any time to grant the Approval and Reverse Vesting Order; in each case for reasons other than a breach of this Agreement by the Party proposing to terminate the Agreement; and

(c) by the Purchaser at any time following the Outside Date, if Closing has not occurred on or prior to 5:00 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Purchaser.

9.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder.

ARTICLE 10
GENERAL

10.1 Access to Books and Records

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

For a period of seven years from the Closing Date, the Vendor and ResidualCo shall make all books and records comprising Excluded Assets reasonably available to the Monitor and any trustee in bankruptcy of the Vendor or ResidualCo and shall, at the Monitor's or trustee in bankruptcy's expense, permit them to take copies thereof as they may determine to be necessary or useful to accomplish their respective roles.

10.2 Notice

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

(a) in the case of the Purchaser, as follows:

Garrington Group of Companies
5075 Yonge Street, Suite 700
Toronto, ON M2N 6C6

Attention: Tammy Kemp
Email: tammy.kemp@garringtonco.com

with a copy to:

Chaitons LLP
5000 Yonge St.
North York, ON M2N 7E9
Attention: Harvey Chaiton
Email: harvey@chaitons.com

(b) in the case of the Vendor or the Company, as follows:

9869247 Canada Limited
2818 House Rd.
Stevensville, Ontario

Attention: Brigitte Simons
Email: bsimons@safariflower.co

with a copy to:

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

Attention: Larry Ellis, Craig Mills, and Gina Rhodes
Email: lellis@millerthomson.com; cmills@millerthomson.com; grhodes@millerthomson.com

In each case, with a copy to the Monitor and the Monitor's counsel as follows:

ERNST & YOUNG INC.
100 Adelaide Street West
Toronto, ON M5H 0B3

Attention: Alex Morrison, Karen Fung and Greg Adams

Email: Alex.F.Morrison@parthenon.ey.com; Karen.K.Fung@parthenon.ey.com; Greg.J.Adams@parthenon.ey.com

with a copy to:

GOWLING WLG
First Canadian Place
100 King Street West, Suite 1600
Toronto, OntarioM5X 1G5

Attention: Virginie Gauthier and Haddon Murray
Email: virginie.gauthier@gowlingwlg.com; haddon.murray@gowlingwlg.com

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

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

10.3 Time

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

10.4 Survival

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

10.5 Benefit of Agreement

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

10.6 Entire Agreement

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

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto and provided that such amendment is consented to by the Monitor, acting reasonably. No waiver of any provision of this Agreement shall constitute a waiver of any provision nor shall any waiver of any provision unless otherwise expressly provided.

10.7 Paramountcy

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

10.8 Governing Law

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

10.9 Assignment

(a) This Agreement may be assigned by the Purchaser prior to the issuance of the Approval and Reverse Vesting Order, in whole or in part, without the prior written consent of the Vendor, the Company, ResidualCo or the Monitor, provided that: (i) such assignee is a related party or subsidiary of the Purchaser; (ii) the Purchaser provides prior notice of such assignment to the Vendor, the Company and the Monitor; and (iii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; provided, however, that any such assignment shall not relieve the Purchaser of its obligations hereunder.

(b) Notwithstanding Section 10.9(a), Blacksail shall be entitled to exercise the Gray Jay Assignment at any time, before or after the issuance of the Approval and Reverse Vesting Order, but prior to the Closing Date, provided that (ii) Blacksail provides prior notice of such assignment to the Vendor, the Company and the Monitor; and (iii) Gray Jay agrees to be bound by the terms of this Agreement, *mutatis mutandis*, by executing an assignment agreement. Upon such assignment, Blacksail shall be released from all its obligations hereunder.

(c) Except as specifically contemplated herein as it relates to ResidualCo, this Agreement may not be assigned by the Vendor or the Company without the consent of the Purchaser.

10.10 Further Assurances

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

10.11 Counterparts

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

10.12 Severability

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

10.13 Matters Pertaining to the Monitor

(a) When the conditions to Closing set out in Sections 8.1, 8.2, and 8.3 have been satisfied and/or waived by the Vendor, the Company or the Purchaser, as applicable, the Vendor, the Company, the Purchaser or their respective counsel shall each deliver to the Monitor written confirmation that all conditions to Closing have been satisfied and/or waived (the "**Conditions Certificates**"). The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving the Conditions Certificates from the Vendor and the Purchaser (or the applicable counsel) and the Monitor will have no liability whatsoever to any of the Vendor, the Company, the Purchaser or any other Person as a result of filing the Monitor's Certificate.

(b) On the Closing Date, the Cash Purchase Price shall be paid to the Monitor, which the Monitor shall hold for the benefit of Persons entitled to be paid the Cash Purchase Price, and the Monitor shall be entitled to disburse amounts from the Cash Purchase Price to satisfy the obligations contemplated to be satisfied pursuant thereto.

(c) Without limitation to the foregoing paragraph, from time to time after the Closing Date, the Monitor may pay from the Cash Purchase Price, the Administrative Expense Costs, in each case to the Persons entitled to receive payment of these amounts, in its sole discretion and without further authorization from the Vendor, the Company or the Purchaser. Any unused portion of the Administration Expense Amount after payment or reservation for all Administrative Expense Costs, as determined by the Monitor, in its sole discretion, shall be transferred by the Monitor to the Purchaser, or as directed by it.

(d) Notwithstanding anything else contained herein or elsewhere, each of the Vendor, the Company and the Purchaser acknowledges and agrees that: (i) the Monitor's obligations under this Agreement are and shall remain limited to those specifically set out in this Section 10.13; and (ii) the Monitor is acting solely in its capacity as the Court-appointed Monitor in the CCAA Proceedings pursuant to the ARIO and not in its personal or corporate capacity, and the Monitor has no liability in connection with this Agreement whatsoever, in its personal or corporate capacity or otherwise, save and except for and only to the extent of the Monitor's gross negligence or intentional fault.

(e) The Parties acknowledge that the Monitor may rely upon the provisions of Sections 10.1 and 10.13 notwithstanding that the Monitor is not a party to this Agreement.

(f) The provisions of Sections 10.13(d) and (e) above shall survive the termination or non-completion of the transactions contemplated by this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

NE SPC II LP, by is general partner, NEXT EDGE GENERAL PARTNER (ONTARIO) INC.

By: ______________________
Name: Cheng Dang
Title: Director

I have authority to bind the Corporation.

9869247 CANADA LIMITED D.B.A. SAFARI FLOWER COMPANY

By: Brigitte Simons
Name: Brigitte Simons
Title: Chief Executive Officer

I have authority to bind the Corporation.

GN VENTURES LIMITED

By: Brigitte Simons
Name: Brigitte Simons
Title: Chief Executive Officer

I have authority to bind the Corporation.

EXHIBIT "A"
PRE-CLOSING REORGANIZATION

1. ResidualCo shall be incorporated by the Vendor with nominal consideration for common shares and shall be added to the CCAA Proceedings as an Applicant, but taking no other steps or actions in respect thereof.

2. The Excluded Assets and Excluded Liabilities shall be channelled to, and vested in, ResidualCo pursuant to the Approval and Reverse Vesting Order.

SCHEDULE "A"
EXCLUDED ASSETS

1. Excluded Contracts.

2. Cash Portion of the Purchase Price.

[**Note: Balance of schedule to be completed prior to Closing.]**

SCHEDULE "B"
EXCLUDED CONTRACTS

The following is a non-exhaustive list of the Excluded Contracts:

[**Note: Balance of schedule to be completed prior to Closing.]**

SCHEDULE "C"
EXCLUDED LIABILITIES

The following is a non-exhaustive list of Excluded Liabilities:

1. Any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which the Company may be bound as at the Closing Time.

2. All Liabilities relating to or under the Excluded Contracts and Excluded Assets.

3. Any and all Liabilities that are not Retained Liabilities.

[**Note: Balance of schedule to be completed prior to Closing.]**

SCHEDULE "D"
PERMITTED ENCUMBRANCES

Registration Number	Debtor	Secured Party	Duration	Collateral
20180817 1118 1862 0422 Renewal: 20230626 1047 1590 9154	9869247 Canada Limited	Gray Jay Estates Inc.	5 years (Renewal for 5 years on June 26, 2023)	Inventory Equipment Accounts Other Motor Vehicle Included
20191213 0957 1590 2810 Renewal: 20221115 1047 1590 8388	9869247 Canada Limited	NE SPC II LP	3 years (Renewal for 3 years on November 15, 2022)	Inventory Equipment Accounts Other Motor Vehicle Included
20191213 1000 1590 2813 Renewal: 20221115 1047 1590 8389	9869247 Canada Limited	NE SPC II LP	3 years (Renewal for 3 years on November 13, 2025)	Accounts Other

SCHEDULE "E"
PERMITS AND LICENCES

Attached:

1. Standard Cultivation and Processing Licence issued by Health Canada, effective until May 18, 2027.

2. Research Licence issued by Health Canada, effective until March 24, 2028.

3. Excise Licence issued by Canada Revenue Agency, effective until September 22, 2024.

4. Control Union Medical Cannabis Standard Certificate, effective until April 3, 2024.

5. Control Union Medical Cannabis Standard Good Agricultural Practices Certificate, effective until April 3, 2024.

6. European Union Certificate of Good Manufacturing Practice

SCHEDULE "F"
RETAINED LIABILITIES

1. The Blacksail Debt

[**Note: Balance of schedule to be completed prior to Closing**.]

SCHEDULE "G"
RETAINED CONTRACTS

1. All Employee Contracts for Employees employed by the Company on the Closing Date.

[**Note: Balance of schedule to be completed prior to Closing.]**

This is Exhibit “B” referred to in the Affidavit of LEANNE BRIGITTE SIMONS sworn by LEANNE BRIGITTE SIMONS of the City of Burlington, before me at the City of Toronto, in the Province of Ontario, on May 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GINA RHODES

SHARE PURCHASE AGREEMENT

This Agreement is made as of the 29th day of April, 2024 (the "**Effective Date**"), among:

GN VENTURES LTD.
(the "**Vendor**")

\- and –

9869247 CANADA LIMITED, d.b.a. SAFARI FLOWER (the "**Company**" and together with the Vendor, the "**Safari Flower Group**")

\- and –

NE SPC II LP or its assignee (the "**Purchaser**")

RECITALS

A. **WHEREAS** the Safari Flower Group, in consultation with its *pari passu* senior secured lenders, Gray Jay Estates Inc. ("**Gray Jay**") and Next Edge General Partner (Ontario) Inc., in its capacity as general partner of the Purchaser (or, as the context requires, "**Blacksail**" or "**DIP Lender**"), engaged Hyde Advisory & Investments Inc. ("**Hyde**") in June 2023 to conduct a sale process to solicit offers for the sale of all or substantially all of the Company's assets (the "**Sale Process**").

B. **AND WHEREAS** On January 12, 2024, the Safari Flower Group was granted an Initial Order commencing proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the "**CCAA**") in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which Initial Order was thereafter amended and restated on January 22, 2024 (the "**ARIO**") among other things, appointing Ernst & Young Inc. as the monitor of the Safari Flower Group (in such capacity, the "**Monitor**").

C. **AND WHEREAS** the ARIO authorized Safari Flower Group to borrow under a DIP Term Sheet (the "**Original DIP Term Sheet**") from the DIP Lender in the principal amount of $1,000,000 (the "**DIP Loan**"). It also granted certain priority charges, namely, an administration charge (up to $350,000) (the "**Administration Charge**"), a charge in favour of the DIP Lender and a director's charge (up to $243,000) (the "**Director's Charge**").

D. **AND WHEREAS** by order dated February 26, 2024 (the "**February 2024 Order**"), the Court approved, among other things: (i) an Amended DIP Term Sheet (together with the Original DIP Term Sheet, and as may be further amended from time to time, the "**DIP Term Sheet**") between the Safari Flower Group and the Purchaser in the amount of $1,300,000 plus interest, fees and expenses (the "**Amended DIP Loan**"); (ii) a charge in favour of Hyde (the "**Consultant Charge**"); and (iii) a key employee retention plan in the amount of $200,000 (the "**KERP**") and corresponding charge;

E. **AND WHEREAS** as the bids in the Sale Process were lower than the secured debt, the Purchaser has submitted an offer to purchase all of the issued and outstanding shares of the

Company (the "**Purchased Shares**"), free and clear of all Encumbrances pursuant to an Approval and Reverse Vesting Order.

F. **AND WHEREAS** the Parties wish to enter into this Agreement to memorialize the terms and conditions pursuant to which the Vendor will sell and transfer to the Purchaser, and the Purchaser will purchase from the Vendor, the Purchased Shares.

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

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

"**Administration Charge**" has the meaning set out in the Recitals hereto.

"**Administration Expense Amount**" means cash in the amount of $300,000, which shall form part of the Cash Purchase Price be paid to the Monitor on the Closing Date and held by the Monitor, for the benefit of Persons entitled to be paid the Administrative Expenses Costs.

"**Administrative Expense Costs**" means the reasonable and documented costs and expenses for services performed by the Monitor and its legal counsel after the Closing Date in connection with the CCAA Proceedings, the administration of such proceedings to their conclusion and this Agreement, including any bankruptcy of the Vendor and ResidualCo.

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

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

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

"**Approval and Reverse Vesting Order**" means an order of the Court, in form and substance satisfactory to the Purchaser, acting reasonably, among other things, (i) approving the Transaction; (ii) vesting in the Purchaser (or as it may direct) all the right, title and interest of the Vendor in and to the Purchased Shares, free and clear from any Encumbrances; (iii) vesting out of the Company all Excluded Assets and Excluded Liabilities; and (iv) releasing the current and former directors, officers, employees, legal counsel and advisors of the Safari Flower Group and ResidualCo, together with the Monitor and its legal counsel.

"**Blacksail**" has the meaning set out in the Recitals hereto.

"**Blacksail Assignment**" means the Assignment of Indebtedness and Security between Gray Jay, as assignor, and Blacksail, as assignee, dated April 25, 2024.

"**Blacksail Debt**" means all of the indebtedness and obligations of the Company owing to Blacksail as at the Closing Time, including: (a) the indebtedness existing under the commitment letter dated January 23, 2020; (b) the indebtedness existing under the accommodation agreement dated June 30, 2023; (c) the debtor-in-possession financing under the DIP Term Sheet; (d) the Hyde Payment; and (e) upon completion of Blacksail's purchase of the indebtedness owing by the Safari Flower Group to Gray Jay and the security securing such indebtedness, the amount of such indebtedness.

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

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

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

"**Cash Purchase Price**" has the meaning set out in Section 3.2(a).

"**CCAA**" has the meaning set out in the Recitals hereto.

"**CCAA Proceeding**" has the meaning set out in the Recitals hereto.

"**CCAA Charge Amount**" means cash in an amount sufficient to satisfy the amounts owing in respect of obligations secured by the Priority Charges as at the Closing Time (without duplication to amounts satisfied as Administrative Expense Costs or by the Priority Payment Amount), which for greater certainty, in the case of the Administration Charge shall include payment of all fees and disbursements of the beneficiaries of the Administration Charge for services provided up to the Closing Date.

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

"**Closing**" means the closing and consummation of the Transaction.

"**Closing Date**" means the date that is ten (10) Business Days, after the date upon which the conditions set forth in Article 8 have been satisfied or waived, other than any conditions set forth in Article 8 that by their terms are to be satisfied or waived at the

Closing (or such other earlier or later date as may be agreed by the Vendor and the Purchaser in writing).

"**Closing Time**" means 10:00 a.m. (Toronto time) on the Closing Date.

"**Contracts**" means all written contracts, agreements, leases, understandings and arrangements to which the Company is a party or by which the Company is bound or in which the Company has, or will at Closing have, any rights or by which any of its property or assets are or may be affected, including any Contracts relating to real property or personal property used in, arising from or otherwise related to the Business and any Contracts in respect of Employees.

"**Company**" has the meaning set out in the Recitals hereto.

"**Consultant Charge**" has the meaning set out in the Recitals hereto.

"**Court**" has the meaning set out in the Recitals hereto.

"**Director's Charge**" has the meaning set out in the Recitals hereto.

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

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

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

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

"***Excise Act***" means the *Excise Act, 2001*, S.C. 2002, c.22 (Canada).

"***Excise Tax Act***" means the *Excise Tax Act*, R.S.C, 1985, c. E-15

(Canada).

"**Excise Licence**" means cannabis licence 75579 2124RD0001 obtained by the Company under the *Excise Act*.

"**Excluded Assets**" means the properties, rights, assets and undertakings of the Company listed on Schedule "**A**", as the same may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof "**Excluded Contracts**" means the Contracts and other agreements of the Company that are not Retained Contracts and for greater certainty, but without limiting the generality of the forgoing, includes those contracts and agreements which are listed in Schedule "**B**", as the same may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof.

"**Excluded Liabilities**" has the meaning set out in Section 2.2(a).

"**Facility**" means all of the land, building and fixtures owned by the Company at the real property municipally known as: 2818 House Rd., Stevensville, Ontario, with the legal description of: (PIN: 642460188) - Part Lot 13 Concession 13, Niagara River, Bertie, Parts 1 & 2, 59R15712; subject to an easement over Part 2 59R15712 as in BE44961 together with an easement over parts 4, 9, & 14, 59R15712 as in SN502947; and (PIN: 642460190) - Part Lots 13 & 14 Concession 13, Niagara River, Bertie designated as Part 1 Plan 59R16046 Town of Fort Erie.

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

"**GST/HST**" means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*.

"**Gray Jay**" has the meaning set out in the Recitals hereto.

"Gray Jay Assignment" means the assignment of this Agreement from the Purchaser to Gray Jay.

"**Health Canada Approval**" means the approval issued by Health Canada in connection with the change of control contemplated by the Transaction.

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

"Hyde Payment" means any payments made to Hyde by Blacksail pursuant to a settlement and release agreement between the Safari Flower Group, Blacksail, Gray Jay, and Hyde;

"**Interim Period**" means the period beginning on the Effective Date and ending at the Closing Time.

"**KERP**" has the meaning set out in the Recitals hereto.

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

"**Miller Thomson**" means Miller Thomson LLP, counsel for the Safari Flower

Group. "**Monitor**" has the meaning set out in the Recitals hereto.

"**Monitor's Certificate"** means the certificate of the Monitor in in substantially the form attached to the Approval and Reverse Vesting Order.

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

"**Outside Date**" means 11:59 p.m. (Toronto time) on June 30, 2024, or such later date as the Parties may agree to in writing, in consultation with the Monitor

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

"**Permits and Licences**" means (i) the permits, licences, authorizations, approvals, certificates, registrations, consents, waivers or other evidence of authority issued to, granted to, conferred upon, or otherwise created for, the Company by any Governmental Authority, including: (i) those related to the Business, the Retained Assets and the Retained Contracts; (ii) the Excise Tax Licence; and (iii) all other authorizations related to cannabis issued by any Governmental Authority including authorizations to plant, grow, cultivate, extract, produce, process, store, destroy, sell, provide, ship, deliver, transport and/or distribute cannabis under Applicable Law, including, without limitation, the Health Canada Licence.

"**Permitted Encumbrances**" means those Encumbrances set forth in Schedule "**D**", as the same may be modified by the Purchaser prior to the granting of the Approval and Reverse Vesting Order in accordance with the terms hereof.

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

"**Pre-Closing Reorganization**" means the transactions, acts or events described in Exhibit "**A**" which are to occur immediately prior to the Closing Time, as the same may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof and the Approval and Reverse Vesting Order.

"**Priority Payment Amount**" means an amount equal to those priority payments prescribed under subsections 6(3), 6(5)(a) and 6(6) of the CCAA as at the Closing Time, except to the extent such payments relate to the Excluded Assets or Excluded Liabilities.

"**Priority Charges**" means the Administration Charge, the Director's Charge and the Consultant Charge in the CCAA Proceedings.

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

"**Purchased Shares**" means all of the issued and outstanding shares of the Company.

"**ResidualCo**" means a corporation to be incorporated as a wholly-owned subsidiary or Affiliate of the Vendor to which the Excluded Assets and Excluded Liabilities will be transferred as part of the Pre-Closing Reorganization.

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

"**Retained Contracts**" means all Contracts that are listed in Schedule "**G**", as may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof.

"**Retained Liabilities**" means: (a) Liabilities specifically and expressly designated by the Purchaser as retained Liabilities in Schedule "**F**", as may be modified by the Purchaser prior to the Closing Time in accordance with the terms hereof; and (b) all Liabilities which relate to: (i) the Business under any Retained Contracts; (ii) any Permits and Licences forming part of the Retained Assets; in each case solely in respect of the period from and after the Closing Date, and (iii) the KERP.

"**Sale Process**" has the meaning set out in the Recitals hereto.

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

"**Terminated Employees**" means those individuals employed by the Company whose employment will be terminated prior to Closing, as listed in a terminated employee list to be sent by the Purchaser to the Company no later than five (5) Business Days before the Closing Date.

"**Transaction**" means all of the transactions contemplated by this Agreement, including the purchase and sale transaction whereby the Purchaser will acquire the Purchased Shares and the Retained Assets, including the Facility.

1.2 Interpretation Not Affected by Headings, etc.

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

1.3 General Construction

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Extended Meanings

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

1.5 Currency

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

1.6 Statutes

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

1.7 Schedules

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

EXHIBITS

Exhibit A - Pre-Closing Reorganization

SCHEDULES

Schedule A - Excluded Assets

Schedule B - Excluded Contracts

Schedule C - Excluded Liabilities

Schedule D - Permitted

Encumbrances Schedule E -

Permits and Licences Schedule F

- Retained Liabilities

Schedule G - Retained Contracts

The Parties acknowledge that as of the Effective Date, except for Schedule "E", the Schedules and Exhibit are not complete. Such Schedules and Exhibit are for the benefit of the Purchaser and may be amended or completed by the Purchaser by written notice to the Safari Flower Group, and in consultation with the Monitor, on or before the dates set out in such Schedules.

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

ARTICLE 2 PURCHASE OF SHARES AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Company's Shares

Subject to the terms and conditions of this Agreement, effective as and from the Closing Time, the Vendor shall sell and transfer the Purchased Shares to the Purchaser and the Purchaser shall purchase the Purchased Shares from the Vendor, free and clear of all Encumbrances (other than Permitted Encumbrances).

2.2 Excluded Liabilities of the Company

(a) Save and except for the Retained Liabilities, all debts, obligations, Liabilities, Encumbrances, indebtedness, Excluded Contracts, leases, agreements, undertakings, Claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company or the Purchased Shares or against, relating to or affecting any of the Retained Assets, or any Excluded Assets or Excluded Contracts or the Terminated Employees as at the Closing Time, including, *inter alia*, the non-exhaustive list of Liabilities set forth in Schedule "**C**" (collectively, the "**Excluded Liabilities**") shall be excluded and will no longer be binding on the Company, the Purchased Shares, the Retained Assets, or Employees following the Closing Time.

(b) Subject to the Pre-Closing Reorganization and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in, and assumed in full by ResidualCo in accordance with, and as further described in, Article 4 and the Approval and Reverse Vesting Order, and the Company, the Purchased Shares, the Retained Assets, and the Company's undertakings, Business and properties shall be Discharged of such Excluded Liabilities. All Claims attaching to the Excluded Liabilities, if any, shall continue to exist against ResidualCo and the Excluded Assets, if any, shall be available to satisfy such Claims.

A R T I C L E 3 P U R C

3.1 Purchase Price

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The aggregate purchase price for the Purchased Shares shall be made up of the following amounts (the "**Purchase Price**"), without duplication:

(a) the CCAA Charge Amount; *plus*

(b) the amount required to satisfy in full the Priority Payment Amount as at the Closing Time; *plus*

(c) the Administration Expense Amount.

3.2 Payment of Purchase Price

The Purchaser shall pay the Purchase Price at the Closing Time as follows:

(a) Cash. The Purchaser shall pay to the Monitor by wire transfer, certified cheque, bank draft or other means of immediately available funds, the amount required to satisfy the CCAA Charge Amount, Priority Payment Amount, and Administration Expense Amount (collectively, the "**Cash Purchase Price**").

3.3 Retention of Blacksail Debt

On the Closing Date, the Company shall retain the Blacksail Debt as set out in Schedule **"F"**. For greater certainty, the Blacksail Debt shall be retained by the Company and paid on the date when the Blacksail Debt becomes due and owing in accordance with such terms and conditions as shall be agreed between the Purchaser, the Vendor and the Company prior to Closing.

ARTICLE 4 TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

4.1 Transfer of Excluded Assets to ResidualCo

On the Closing Date, the Company shall retain all of the assets owned by it on the Effective Date of this Agreement and any assets acquired by it up to and including Closing, including, without limitation, the Facility, the Company's personal property and equipment, its Retained Contracts, Permits and Licences, Books and Records, Business and undertakings (the "**Retained Assets**"), save and except for inventory sold in the ordinary course of Business in the Interim Period, the Excluded Assets and Excluded Contracts, which the Company shall transfer to ResidualCo on or before the Closing Time or shall be vested in ResidualCo pursuant to the Approval and Reverse Vesting Order.

4.2 Transfer of Excluded Liabilities to ResidualCo

In accordance with the Pre-Closing Reorganization and the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in and assumed by ResidualCo. Notwithstanding any other provision of this Agreement, neither the Purchaser nor the Company shall assume or have any Liability for any of the Excluded Liabilities and all Excluded Liabilities shall be Discharged from and against the Company and its assets, undertakings, Business and properties from and after the Closing Time.

4.3 Tax Matters

Pursuant to the Pre-Closing Reorganization and the Approval and Reverse Vesting Order, at the Closing Time, all Taxes owed or owing or accrued due by the Company shall be transferred to and vest in ResidualCo. Any audits or reassessments with respect to any Taxes that relate to a time period occurring, or facts arising, prior to the Closing Date, regardless upon when such audit was commenced or completed, and any and all such obligations with respect to such audits or reassessments shall be transferred to and vest in ResidualCo.

Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the Purchaser shall be responsible for any transfer taxes that are due and payable in connection with the Transaction. If applicable, the Vendor and the Purchaser shall jointly elect that no GST/HST is payable pursuant to the *Excise Tax Act* with respect to the Transaction and the Purchaser will file an election pursuant to section 167 of the *Excise Tax Act*, prepared by the Purchaser and made jointly by the Purchaser and the Vendor (the “**Section 167 Election**”).

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Vendor

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

(a) Incorporation and Status. The Vendor is a corporation incorporated and existing under the *Business Corporations Act* (Alberta), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and, subject to obtaining the Approval and Reverse Vesting Order, performance by the Vendor of this Agreement has been authorized by all necessary corporate action on the part of the Vendor.

(c) No Conflict. The execution, delivery and performance by the Vendor of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Vendor.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

(e) Proceedings. There are no proceedings pending against the Vendor or, to the knowledge of the Vendor, threatened, with respect to, or in any manner affecting, title to the Purchased Shares, which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Shares as contemplated by this Agreement or which would reasonably be expected to delay, restrict or prevent the Vendor from fulfilling any of its obligations set forth in this Agreement.

(f) Residency. The Vendor is not a non-resident of Canada for purposes of the *Income Tax Act* or the *Excise Tax Act*, as applicable.

(g) Title to Purchased Shares. The Vendor is, and immediately prior to the Closing Time will be, the sole registered and beneficial owner of the Purchased Shares, with good and valid title thereto, and the Vendor will transfer good and valid title to the Purchased Shares to the Purchaser, free and clear of all Encumbrances (other than Permitted Encumbrances), pursuant to and in accordance with the Approval and Reverse Vesting Order. There are no issued and outstanding shares or other securities of the Company other than the Purchased Shares nor are there any securities convertible into or options, equity-based awards, pre-emptive rights, or other rights, agreements, warrants, or commitments that are held by any Person and which are convertible into or exchangeable for shares or any other securities of the Company.

(h) No Other Agreements to Purchase. Except for the rights of the Purchaser under this Agreement, no Person has any written or oral agreement, option, commitment, warrant, contractual right, option or privilege (whether legal, equitable, contractual or otherwise) for the purchase or acquisition from the Vendor or the Company of any of the Purchased Shares or Retained Assets or for the purchase, subscription or issuance of any unissued shares, securities, or rights of the Corporation.

5.2 Representations and Warranties of the Company

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

(a) Incorporation and Status. The Company is a corporation incorporated and existing under the *Business Corporations Act* (Ontario), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and, subject to obtaining the Approval and Reverse Vesting Order, performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.

(c) No Conflict. The execution, delivery and performance by the Company of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

(e) Authorized and Issued Capital and Title to Common Shares. The authorized capital of the Company consists of an unlimited number of one class of common shares. The Purchased Shares: (i) constitute all of the issued and outstanding securities in the capital of the Company; (ii) have all been duly authorized and validly issued as fully paid and non-assessable; (iii) have been issued by the Company in compliance with all Applicable Laws; and (iv) are registered in the name of, and are legally and beneficially owned by, the Vendor. None of the Purchased Shares have been issued in violation of any pre-emptive, right of first offer or refusal or similar rights.

(f) Title to Facility and Retained Assets. The Company is the legal and beneficial owner of the Company's Facility and Retained Assets.

(g) No Other Agreements to Purchase. Except for the rights of the Purchaser under this Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition from the Company of any of the Purchased Shares, the Retained Assets or the Facility.

(h) Proceedings. There are no Proceedings pending against the Company or, to the knowledge of the Company, threatened, with respect to, or in any manner affecting, title to the Purchased Shares, the Retained Assets or the Facility or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Shares, the Retained Assets or the Facility or the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Vendor or the Company from fulfilling any of their obligations set forth in this Agreement.

(i) Permits and Licences. Except for the rights of the Purchaser under this Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition of any interest in, or the creation of any Encumbrance in respect of, the Permits and Licences.

5.3 Representations and Warranties of the Purchaser

The Purchaser hereby represent and warrant as follows, on a joint and several basis, to and in favour of the Vendor, and acknowledge that, as of the Closing Time, the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Incorporation and Status. The Purchaser is a limited partnership duly organized existing under the laws of the province of Ontario, is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser's general partner.

(c) No Conflict. The execution, delivery and performance by the Purchaser's general partner of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

(e) Proceedings. There are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.

(f) HST Registrant. The Purchaser is, or will be on the Closing Date, HST registrant.

5.4 As is, Where is

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

THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE MONITOR (INCLUDING ANY REPRESENTATIVE OF THE MONITOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) AND HYDE ADVISORY & INVESTMENTS INC., ARE NOT MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE COMPANY, THE BUSINESS, THE PURCHASED SHARES, THE RETAINED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS RESPECTIVE REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING

WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

ARTICLE 6 COVENANTS

6.1 Closing Date

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

(b) Without limiting the foregoing, the Parties shall assist with submissions, share information and make any other efforts required to obtain any approval or Permits and Licences from any Governmental Authority necessary to effect the Closing.

(c) Each of the Parties shall, as promptly as possible, make, or cause to be made, all filings and submissions (including with respect to the Permits and Licences), as applicable, required under any Applicable Law to effect the Closing.

(d) The Vendor and the Company shall cause such individuals as the Purchaser may determine in its sole discretion to be appointed or assigned to be as of the Closing Time: (i) a director or officer of the Company; (ii) another individual who exercises direct control over the Company; (iii) directors or officers of any corporation that exercises direct control over the Company; or (iv) the responsible person, the head of security, or the master grower, and their alternates, as those terms are defined in the *Cannabis Regulations* (Canada).

6.2 Motion for Approval and Reverse Vesting Order

As soon as practicable following the Effective Date, and in any event by no later than May 3, 2024, the Vendor shall serve and file with the Court a motion for the issuance of the Approval and Reverse Vesting Order, seeking relief that will, *inter alia*, approve this Agreement and the Transaction and release the officers and directors of the Company and ResidualCo along with the Company's counsel, the Monitor and the Monitor's counsel. The Vendor shall use its best efforts to seek the issuance and entry of the Approval and Reverse Vesting Order and the Purchaser shall cooperate with the Vendor in its efforts to obtain the issuance and entry of the Approval and Reverse Vesting Order. The Company shall promptly inform the counsel for the Purchaser of any and all threatened and actual objections to the motion for the Approval and Reverse Vesting Order of which it becomes aware and will promptly provide to the Purchaser and its counsel a copy of all written objections.

6.3 Interim Period

During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Reverse Vesting Order and the Pre-Closing Reorganization), the Vendor and Company shall maintain the Retained Assets, the Business, including, without limitation, maintaining its corporate existence and renewing and keeping in full force the Permits and Licenses in substantially the same condition as on the Effective Date and in material compliance with all Applicable Laws, Permits and Licences.

6.4 Access During Interim Period

During the Interim Period, the Vendor and the Company with oversight of the Monitor shall give, or cause to be given, to the Purchaser, and its representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Retained Assets as the Purchaser reasonably deems necessary or desirable to further familiarize itself with the Business and the Retained Assets. Without limiting the generality of the foregoing: (a) the Purchaser and its representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) the Purchaser and its Representatives shall be permitted to contact and discuss the Transactions contemplated herein with Governmental Authorities and the Company's customers and contractual counterparties. Such investigations, inspections, surveys and tests shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Company's operations and the Vendor and the Company shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser.

6.5 Insurance Matters

Until Closing, the Vendor and the Company shall keep in full force and effect all existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practice in the ordinary course of business.

ARTICLE 7
CLOSING ARRANGEMENTS

7.1 Closing

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

7.2 Pre-Closing Reorganization

(a) Subject to the other terms of this Agreement, the Company shall effect the Pre-Closing Reorganization on the terms, and using the steps set out at Exhibit "**A**".

(b) The Purchaser and the Vendor shall work cooperatively and use commercially reasonable efforts to prepare, before the Closing Date, all documentation necessary and do such other acts and things as are necessary to give effect to the Pre-Closing Reorganization.

7.3 The Safari Flower Group Closing Deliveries

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

(a) a true copy of the Approval and Reverse Vesting Order, as issued and entered by the Court;

(b) an executed certificate of the Monitor substantially in the form attached to the Approval and Reverse Vesting Order (the "**Monitor's Certificate**");

(c) share certificates representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable stock transfer powers duly executed in blank, in either case, by the Vendor;

(d) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendor and the Company contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendor and the Company have performed in all material respects the covenants, obligations and agreements to be performed by them prior to the Closing Time;

(e) a full and final release of the Purchaser (and its affiliates, shareholders, officers, directors, agents, consultants, counsel, employees, heirs, executors, administrators, successors and assigns) from the Safari Flower Group (and each of their respective affiliates, shareholders, officers, directors, employees, heirs, executors, administrators, successors and assigns) from any and all claims against the Purchaser in a form satisfactory to the Purchaser acting reasonably; and

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

7.4 Purchaser's Closing Deliveries

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

(a) the Cash Purchase Price delivered pursuant to Section 3.2 hereof;

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

(c) a receipt sent to the Safari Flower Group and the Monitor, confirming that the Hyde Payment has been paid by the Purchaser or its assignee;

(d) a receipt sent to the Safari Flower Group and the Monitor, confirming the completion of Blacksail's purchase of the indebtedness owing by the Safari Flower Group to Gray Jay and the security securing such indebtedness pursuant to the Blacksail Assignment;

(e) a receipt sent to the Safari Flower Group and the Monitor, confirming payment of all amounts payable to management of the Company pursuant to the terms of the KERP ~~agreement~~Agreement dated February 26, 2024;

(f) such other agreements, documents and instruments as may be reasonably required by the Vendor and the Company to complete the Transaction, including but not limited to an assignment agreement as described in section 10.9(b)(iii) and amended and restated loan in respect to the Blacksail Debt as described in section 3.3, which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 8
CONDITIONS OF CLOSING

8.1 Conditions Precedent in favour of the Parties

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

(a) Approval and Reverse Vesting Order. The Court shall have granted the Approval and Reverse Vesting Order in form and substance satisfactory to each of the Parties, and the Approval and Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been threatened or commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(b) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction;

(c) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement; and

(d) Monitor's Certificate. The Monitor shall have delivered the Monitor's Certificate.

8.2 Conditions Precedent in favour of the Purchaser

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

(a) Pre-Closing Reorganization. The Pre-Closing Reorganization shall have been completed in the order and in the timeframes contemplated hereunder.

(b) Safari Flower Group Deliverables. The Vendor and the Company shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 7.3.

(c) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Section 5.1 and Section 5.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(d) No Breach of Covenants. The Company and the Vendor shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Company and the Vendor on or before the Closing Date.

(e) ResidualCo. Pursuant to the Approval and Reverse Vesting Order: (i) all Excluded Assets and Excluded Liabilities shall have been transferred to ResidualCo or Discharged; (ii) the Excluded Liabilities shall have attached to the Excluded Assets; and (iii) the Company, its Business, the Purchased Shares, the Facility and property shall have been released and forever Discharged of all Claims and Encumbrances (other than Retained Liabilities, if any) such that, from and after Closing the Business, Facility and property of the Company shall exclude the Excluded Assets and shall not be subject to any Excluded Liabilities.

(f) CCAA Proceeding. Upon Closing, the CCAA Proceeding shall have been terminated in respect of the Company as set out in the Approval and Reverse Vesting Order, but, for greater certainty, shall continue in respect of ResidualCo and the Vendor.

(g) Health Canada Licence. The Health Canada Licence shall be valid and in good standing at the Closing Time with no adverse conditions or restrictions, except for routine conditions or restrictions that do not result in a finding of non-compliance or suspension, it being understood that such licences at the Closing Time shall enable the Safari Flower Group to carry on the Business substantially consistent with past practice.

(h) Regulatory Approval. The Purchaser shall have obtained the Health Canada Approval, in a form satisfactory to the Purchaser, acting reasonably, which may be waived by the Purchaser.

(i) Employees. The Company shall not have terminated the employment of any employee of the Company during the Interim Period, except with the prior written consent of the Purchaser. The Company shall have terminated the employment of the Terminated Employees and all Liabilities owing to any such terminated employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, all of which Liabilities shall be Excluded Liabilities or shall be Discharged by the Approval and Reverse Vesting Order.

(j) Purchase of Gray Jay Debt. The Purchaser, shall have, pursuant to the Blacksail Assignment, purchased all of the indebtedness and obligations of the Company owing to Gray Jay, including the indebtedness existing under the secured grid promissory note dated August 16, 2018 as amended by an amendment dated June 1, 2019, issued by the Company in favour of Gray Jay together with the security relating thereto.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 8.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in Section 8.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendor to terminate this Agreement.

8.3 Conditions Precedent in favour of the Vendor and the Company

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

(a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents and payments contemplated in Section 7.4.

(b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 5.3 shall be true and correct in all material respects:
(i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 8.3 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set forth in this Section 8.3 is not satisfied or performed on or prior to the Outside Date, the Vendor may elect on written notice to the Purchaser to terminate the Agreement.

ARTICLE 9 TERMINATION

9.1 Grounds for Termination

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

(a) by the mutual written agreement of the Vendor and the Purchaser;

(b) by either Party upon written notice to the other Party if: (i) the Approval and Reverse Vesting Order has not been obtained by the Outside Date; or (ii) the Court declines at any time to grant the Approval and Reverse Vesting Order; in each case for reasons other than a breach of this Agreement by the Party proposing to terminate the Agreement; and

(c) by the Purchaser at any time following the Outside Date, if Closing has not occurred on or prior to 5:00 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Purchaser.

9.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder.

ARTICLE 10 GENERAL

10.1 Access to Books and Records

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

For a period of seven years from the Closing Date, the Vendor and ResidualCo shall make all books and records comprising Excluded Assets reasonably available to the Monitor and any trustee in bankruptcy of the Vendor or ResidualCo and shall, at the Monitor's or trustee in bankruptcy's expense, permit them to take copies thereof as they may determine to be necessary or useful to accomplish their respective roles.

10.2 Notice

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

(a) in the case of the Purchaser, as follows:

Garrington Group of Companies
5075 Yonge Street, Suite 700
Toronto, ON M2N 6C6

Attention: Tammy Kemp Email: tammy.kemp@garringtonco.com

with a copy to:

Chaitons LLP
5000 Yonge St.
North York, ON M2N 7E9
Attention: Harvey Chaiton
Email: harvey@chaitons.com

(b) in the case of the Vendor or the Company, as follows:

9869247 Canada Limited
2818 House Rd.
Stevensville, Ontario

Attention: Brigitte Simons Email: bsimons@safariflower.co with a copy to:
Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, ON M5H 4A9

Attention: Larry Ellis, Craig Mills, and Gina Rhodes Email: lellis@millerthomson.com; cmills@millerthomson.com; grhodes@millerthomson.com

In each case, with a copy to the Monitor and the Monitor's counsel as follows:

ERNST & YOUNG INC.
100 Adelaide Street West
Toronto, ON M5H 0B3

Attention: Alex Morrison, Karen Fung and Greg Adams Email:
Alex.F.Morrison@parthenon.ey.com; Karen.K.Fung@parthenon.ey.com;
Greg.J.Adams@parthenon.ey.com

with a copy to:

GOWLING WLG
First Canadian Place 100 King Street West, Suite 1600 Toronto, OntarioM5X 1G5

Attention: Virginie Gauthier and Haddon Murray Email: virginie.gauthier@gowlingwlg.com; haddon.murray@gowlingwlg.com

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

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

10.3 Time

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

10.4 Survival

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

10.5 Benefit of Agreement

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

10.6 Entire Agreement

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

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto and provided that such amendment is consented to by the Monitor, acting reasonably. No waiver of any provision of this Agreement shall constitute a waiver of any provision nor shall any waiver of any provision unless otherwise expressly provided.

10.7 Paramountcy

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

10.8 Governing Law

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

10.9 Assignment

(a) This Agreement may be assigned by the Purchaser prior to the issuance of the Approval and Reverse Vesting Order, in whole or in part, without the prior written consent of the Vendor, the Company, ResidualCo or the Monitor, provided that: (i) such assignee is a related party or subsidiary of the Purchaser; (ii) the Purchaser provides prior notice of such assignment to the Vendor, the Company and the Monitor; and (iii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; provided, however, that any such assignment shall not relieve the Purchaser of its obligations hereunder.

(b) Notwithstanding Section 10.9(a), Blacksail shall be entitled to exercise the Gray Jay Assignment at any time, before or after the issuance of the Approval and Reverse Vesting Order, but prior to the Closing Date, provided that (ii) Blacksail provides prior notice of such assignment to the Vendor, the Company and the Monitor; and (iii) Gray Jay agrees to be bound by the terms of this Agreement, *mutatis mutandis*, by executing an assignment agreement. Upon such assignment, Blacksail shall be released from all its obligations hereunder.

(c) Except as specifically contemplated herein as it relates to ResidualCo, this Agreement may not be assigned by the Vendor or the Company without the consent of the Purchaser.

10.10 Further Assurances

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

10.11 Counterparts

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

10.12 Severability

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

10.13 Matters Pertaining to the Monitor

(a) When the conditions to Closing set out in Sections 8.1, 8.2, and 8.3 have been satisfied and/or waived by the Vendor, the Company or the Purchaser, as applicable, the Vendor, the Company, the Purchaser or their respective counsel shall each deliver to the Monitor written confirmation that all conditions to Closing have been satisfied and/or waived (the "**Conditions Certificates**"). The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving the Conditions Certificates from the Vendor and the Purchaser (or the applicable counsel) and the Monitor will have no liability whatsoever to any of the Vendor, the Company, the Purchaser or any other Person as a result of filing the Monitor's Certificate.

(b) On the Closing Date, the Cash Purchase Price shall be paid to the Monitor, which the Monitor shall hold for the benefit of Persons entitled to be paid the Cash Purchase Price, and the Monitor shall be entitled to disburse amounts from the Cash Purchase Price to satisfy the obligations contemplated to be satisfied pursuant thereto.

(c) Without limitation to the foregoing paragraph, from time to time after the Closing Date, the Monitor may pay from the Cash Purchase Price, the Administrative Expense Costs, in each case to the Persons entitled to receive payment of these amounts, in its sole discretion and without further authorization from the Vendor, the Company or the Purchaser. Any unused portion of the Administration Expense Amount after payment or reservation for all Administrative Expense Costs, as determined by the Monitor, in its sole discretion, shall be transferred by the Monitor to the Purchaser, or as directed by it.

(d) Notwithstanding anything else contained herein or elsewhere, each of the Vendor, the Company and the Purchaser acknowledges and agrees that: (i) the Monitor's obligations under this Agreement are and shall remain limited to those specifically set out in this Section 10.13; and (ii) the Monitor is acting solely in its capacity as the Court-appointed Monitor in the CCAA Proceedings pursuant to the ARIO and not in its personal or corporate capacity, and the Monitor has no liability in connection with this Agreement whatsoever, in its personal or corporate capacity or otherwise, save and except for and only to the extent of the Monitor's gross negligence or intentional fault.

(e) The Parties acknowledge that the Monitor may rely upon the provisions of Sections 10.1 and 10.13 notwithstanding that the Monitor is not a party to this Agreement.

(f) The provisions of Sections 10.13(d) and (e) above shall survive the termination or non-completion of the transactions contemplated by this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

NE SPC II LP, by is general partner, NEXT EDGE GENERAL PARTNER (ONTARIO) INC.

By:______________________________
Name: Cheng Dang
Title: Director

I have authority to bind the Corporation.

9869247 CANADA LIMITED D.B.A. SAFARI FLOWER COMPANY

By:______________________________
Name: Brigitte Simons
Title: Chief Executive Officer

I have authority to bind the Corporation.

GN VENTURES LIMITED

By:______________________________
Name: Brigitte Simons
Title: Chief Executive Officer

I have authority to bind the Corporation.

EXHIBIT "A" PRE-CLOSING REORGANIZATION

1. ResidualCo shall be incorporated by the Vendor with nominal consideration for common shares and shall be added to the CCAA Proceedings as an Applicant, but taking no other steps or actions in respect thereof.

2. The Excluded Assets and Excluded Liabilities shall be channelled to, and vested in, ResidualCo pursuant to the Approval and Reverse Vesting Order.

SCHEDULE “A” EXCLUDED ASSETS

1. Excluded Contracts.

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[**Note: Balance of schedule to be completed prior to Closing.]**

SCHEDULE "B"
EXCLUDED CONTRACTS

The following is a non-exhaustive list of the Excluded Contracts:

[**Note: Balance of schedule to be completed prior to Closing.]**

SCHEDULE “C”
EXCLUDED LIABILITIES

The following is a non-exhaustive list of Excluded Liabilities:

1. Any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which the Company may be bound as at the Closing Time.
2. All Liabilities relating to or under the Excluded Contracts and Excluded Assets.
3. Any and all Liabilities that are not Retained Liabilities.

[**Note: Balance of schedule to be completed prior to Closing.]**

SCHEDULE "D"

PERMITTED ENCUMBRANCES

Registration Number	Debtor	Secured Party	Duration	Collateral
20180817 1118 1862 0422 Renewal: 20230626 1047 1590 9154	9869247 Canada Limited	Gray Jay Estates Inc.	5 years (Renewal for 5 years on June 26, 2023)	Inventory Equipment Accounts Other Motor Vehicle Included
20191213 0957 1590 2810 Renewal: 20221115 1047 1590 8388	9869247 Canada Limited	NE SPC II LP	3 years (Renewal for 3 years on November 15, 2022)	Inventory Equipment Accounts Other Motor Vehicle Included
20191213 1000 1590 2813 Renewal: 20221115 1047 1590 8389	9869247 Canada Limited	NE SPC II LP	3 years (Renewal for 3 years on November 13, 2025)	Accounts Other

SCHEDULE “D”

Attached:

SCHEDULE “E” PERMITS AND LICENCES

SCHEDULE "D"

d Processing Licence issued by Health Canada, effective until May 18, 2027.

2. Research Licence issued by Health Canada, effective until March 24, 2028.

3. Excise Licence issued by Canada Revenue Agency, effective until September 22, 2024.

4. Control Union Medical Cannabis Standard Certificate, effective until April 3, 2024.

5. Control Union Medical Cannabis Standard Good Agricultural Practices Certificate, effective until April 3, 2024.

6. European Union Certificate of Good Manufacturing Practice

SCHEDULE “D”

1. The Blacksail Debt

S C H E D U L E “ F ” R E T A I N E D LIABILITIES

SCHEDULE "D"

pletedpriortoClosing.]

SCHEDULE "G"
RETAINED CONTRACTS

1. All Employee Contracts for Employees employed by the Company on the Closing Date.

[**Note: Balance of schedule to be completed prior to Closing.]**

Document comparison by Workshare Compare on Wednesday, May 1, 2024 1:07:27 PM

Input:	
Document 1 ID	iManage://MTDMSWSSC.MILLERTHOMSON.CORP/Legal/76764261/1
Description	#76764261v1<Legal> - Exhibit J Share Purchase Agreement (execution version)
Document 2 ID	file://C:\Users\grhodes\AppData\Local\Temp\Workshare\wmtemp5d28\76707360_6_Share Purchase Agreement (execution version)_NE_signed19.pdf
Description	76707360_6_Share Purchase Agreement (execution version)_NE_signed19
Rendering set	Standard

Legend:	
Insertion	
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Moved to	
Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	1
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	9

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 9869247 CANADA LIMITED (d.b.a. SAFARI FLOWER COMPANY) and GN VENTURES LTD. (the "**Applicants**")	Court File No.: CV-24-00712687-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

SUPPLEMENTARY AFFIDAVIT OF LEANNE BRIGITTE SIMONS
(sworn May 1, 2024)

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Lawyers for the Applicants

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 SAFARI FLOWER COMPANY *et al*.

Court File No.: CV-24-00712687-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

MOTION RECORD OF THE APPLICANTS
(Returnable May 7, 2024)

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