COURT FILE NUMBER	**2503 23802**
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
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 SIRONA PHARMA INC., SUNERA ACREAGE HOLDINGS INC., ACREAGE DEVELOPMENT CORP. and SIRONA FARMS INC.
DOCUMENT	**THIRD REPORT OF ERNST & YOUNG INC. IN ITS CAPACITY AS THE MONITOR OF THE APPLICANTS** **March 5, 2026**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

MONITOR

Ernst & Young Inc.
EPCOR Tower
10423 – 101 Street, Suite 1400
Edmonton, Alberta T5H 0E7
Attention: Matt McCulloch / Karen Zahacy
Telephone: 780.638.6642 / 780.412.2384
Fax: 780.428.8977
Email: matt.mcculloch@parthenon.ey.com
karen.zahacy@parthenon.ey.com

MONITOR'S COUNSEL

McLennan Ross LLP
600, McLennan Ross Building
12220 Stony Plain Rd.
Edmonton, Alberta T5N 3Y4
Attn: Ryan Trainer / Kevin Hoy
Telephone: 780.482.9153 / 403.303.2934
Email: ryan.trainer@mross.com
kevin.hoy@mross.com

TABLE OF CONTENTS OF THIRD REPORT OF THE MONITOR

SCHEDULES

INTRODUCTION

1. On November 21, 2025, SuneRa Acreage Holdings Inc. (**"SuneRa"**), Sirona Farms Inc. ("**Farms**"), Sirona Pharma Inc. ("**Sirona Pharma**"), and Acreage Development Corp ("**Acreage Development**"), collectively referred to herein as the **"Applicants"**, or the **"Companies"** were granted protection and permission to commence proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C-36 (the "**CCAA**") pursuant to an Order of this Honourable Court (the "**Initial Order**").

2. Capitalized terms not defined herein are as defined in the Initial Order, the Pre-Filing Report, the Monitor's First Report or other materials filed by the Companies in connection with this hearing.

3. The Initial Order appointed Ernst & Young Inc. as Monitor ("**EY**" or the "**Monitor**") in the CCAA proceedings and established a stay of proceedings in favour of the Companies until November 28, 2025 (the "**Stay Period**").

4. On November 25, 2025, the Companies filed a Notice of Application that was heard by this Honourable Court on November 28, 2025 (the "**Comeback Application**").

5. At the Comeback Application the Companies were granted the following relief:

    i. an Amended and Restated Initial Order ("**ARIO**") approving:

        1. an extension of the Stay Period up to and including February 13, 2026, or such further and other date as this Court may consider appropriate;

        2. a key employee retention plan (the "**KERP**") and corresponding charge to secure obligations under the KERP up to the initial amount of $30,000 ("**KERP Charge**");

        3. an increase to the Administration Charge from $250,000 to $500,000;

        4. an increase to the Interim Financing Charge from $280,000 to $825,000; and

    ii. an Order sealing the Confidential Supplement to the Chiasson Affidavit No.2, sworn November 25, 2025 (the "**Sealing Order**").

6. On February 6, 2026, the Companies obtained Orders approving:

    a. an extension of the Stay Period up to and including May 13, 2026, or such further and other date as this Court may consider appropriate;

    b. the Amended and Restated Interim Financing Agreement;

c. an increase to the Interim Lender's Charge from $825,000 to $2,325,000;

d. the replacement of Mr. Gord Boersma with Mr. David Blair as the CRO; and

e. sealing the Confidential Supplement to Chaisson Affidavit No. 3.

PURPOSE

7. The purpose of this Third Report of the Monitor (the "**Monitor's Third Report**") is to provide this Honourable Court and the Companies' stakeholders with information and the Monitor's comments with respect to the following:

   a. the Application of Stevan Perry ("**Perry**") returnable March 9, 2026 (the "**Perry Application**");

   b. providing commentary on the evidence given by Perry at his questioning on Affidavit completed by videoconference on February 27, 2026 (the "**Questioning**"); and

   c. providing commentary on the status of the Perry Group's Security (as defined later in this report); and the Monitor's recommendations (if applicable) with respect to same.

8. An update on the activates of the Monitor since the Monitor's Second Report will be provided at a later date.

TERMS OF REFERENCE AND DISCLAIMER

9. In preparing this Monitor's Third Report, the Monitor has been provided with, and has relied upon, certain information, including unaudited financial information of the Companies, various copies of or excerpts of the Companies' books and records, and discussions with the Companies' Management (collectively, the "**Information**").

10. Except as described in this report, the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Canadian auditing standards pursuant to the Chartered Professional Accountants of Canada Handbook.

11. Future oriented information referred to in this Monitor's Third Report was prepared based on the Companies' estimates and assumptions. Readers are cautioned that since forecasts are based upon assumptions about future events and conditions that are not ascertainable, the actual results may vary from the forecast, and the variances may be material.

12. All references to dollars are in Canadian dollars.

BACKGROUND

13. The Companies historically operated in the cannabis field, cultivating, processing, and distributing wholesale medical cannabis.

14. As of September 11, 2025, Health Canada suspended the Health Canada Licence of Sirona Pharma, a company operating out of Peers, Alberta. As a result, the Companies have not been able to operate. This, along with other factors detailed in the Chiasson Affidavit No. 1 and the Pre-Filing Report, have resulted in the Companies seeking a restructuring under the CCAA.

15. Further, additional background information on the Companies and the CCAA proceedings is available on the Monitor's website, located at www.ey.com/ca/sirona (the "**Monitor's Website**").

PERRY GROUP MEETINGS AND CORRESPONDENCE

16. Since the onset of the CCAA proceedings, a material amount of time and professional fees have been expended by the Companies, their counsel, the CRO, the Monitor and its counsel in relation to one group of stakeholders, Perry, Calogero Caruso ("**Caruso**"), Paolo Gervasi ("**Gervasi**") and Skye Life Ventures Ltd. ("**Skye**" and collectively with Perry, Caruso and Gervasi, collectively referred to as the "**Perry Group**").

17. The Perry Group has filed numerous affidavits as well as an Application vis-à-vis the Monitor, including:

    a. the First Affidavit of Stevan Perry sworn November 27, 2025 (the "**Perry Affidavit No. 1**") which totalled nine hundred- and thirty-four-pages;

    b. the First Calogero (Sal) Affidavit sworn November 27, 2025;

    c. the Second Affidavit of Stevan Perry sworn on January 2, 2026 ("**Perry Affidavit No. 2**");

    d. the Third Affidavit of Stevan Perry sworn on January 2, 2026 ("**Perry Affidavit No. 3**"); and

    e. the Fourth Affidavit of Stevan Perry sworn January 2, 2026, ("**Perry Affidavit No. 4**").

18. The Monitor also understands that Perry submitted the following affidavits for filing from third parties. As at the date of this report, the Monitor has not investigated nor can it determine the exact nature of the relationship between Perry and these various parties:

    a. Affidavit of Ashish Vattakassery sworn January 26, 2026;

    b. Affidavit of Norma Yachimec sworn November 27, 2025;

c. Affidavit of Norma Yachimec sworn November 28, 2025 ; and

d. Affidavit of Norma Yachimec sworn March 9, 2026.

19. Since the commencement of CCAA proceedings, Perry has also sent an inordinate number of emails to the Monitor, the CRO, the Companies, and various other stakeholders, on issues including, but not limited to, the following:

a. Perry's proposed $20,000,000 financing plan (the "**Perry Financing Plan**");

b. claimed secured status;

c. the Cyber Attack allegations; and

d. and various other matters.

20. On numerous occasions Perry, as the representative of the Perry Group, has been advised by the Monitor and the Companies to retain counsel but has elected not to do so.

21. The Monitor has engaged with Perry and the Perry Group in good faith throughout these proceedings, including by partaking in various meetings as detailed in the paragraphs to follow.

22. On December 8, 2025, the Monitor and Monitor's counsel held a videoconference with the Perry Group to discuss the Perry Financing Plan, the Cyber Attack allegations and the Perry Group's creditor status (the "**December 8 Meeting**"). During this meeting, Perry made requests of the Monitor to provide comments on the Companies' financing efforts, the Perry Group's status as a secured creditor and the Cyber Attack allegations. At the December 8 Meeting, the Monitor advised the Perry Group of the following:

a. the scope of the Monitor's role is not to accept or reject any financing arrangements on behalf of the Companies but to act as an officer of the Court, reporting on the reasonability and nature of the activities of the Companies;

b. the Monitor's counsel would be performing a security position review at a later date;

c. the Monitor is not in a position to make comments on the alleged Cyber Attack;

d. it is outside of the Monitor's role to report to the Honourable Court on every matter the Perry Group takes issue with; and

e. it would be in the best interest of the Perry Group to retain counsel.

23. Another meeting was held on December 10, 2025, where the Monitor, Monitor's counsel, Companies' counsel, the CRO, and the Perry Group met by videoconference to discuss the proposed Perry Financing Plan (the "**December 10 Meeting**" and together with the December 8 Meeting, the "**Perry Meetings**"). During the December 10 Meeting, Perry appeared unreceptive to the Companies' request that a formal term sheet be provided as a first step. The Perry Group advised the Companies that a requirement of the Perry Financing Plan was the removal of current Management including Jean Chiasson and repayment of the debts alleged to be owing by the Companies, or some of them, to the Perry Group. Companies' counsel communicated to the Perry Group that the aforementioned financing conditions did not align with Companies' plan and further conversations should be held to determine if conditions could be agreed upon to move the Perry Financing Plan forward.

24. While discussions between Perry and the Companies continued into the new year, on January 21, 2026, Companies' counsel advised Perry that any future engagement was conditional upon Perry engaging in productive behaviour going forward and that a term sheet be provided. A copy of said correspondence is attached as **Schedule "A"**.

25. The Monitor is advised by the Companies that on February 11, 2026, after the approval of the new CRO, Perry reached out to the CRO and Sinclair Range separately regarding the Perry Financing Plan, excluding the Companies from the email despite direction from the Companies and the Monitor that the Companies need to be involved in those discussions.

26. As far as the Monitor is aware, the Perry Group has provided to the Companies and their counsel a term sheet. On preliminary review, the Monitor notes that the term sheet provided has not been signed. As of the date of the Third Monitor's Report, the Monitor and its counsel have not reviewed the terms and conditions of this term sheet.

27. For the reasons noted above and related to this Application as discussed later, an inordinate amount of time has been incurred by the Monitor and its counsel in relation to the Perry Group's requests to date. If requested, the Monitor and its counsel will provide an allocation of costs associated with the multiple Perry Group requests as discussed throughout this Monitor's Third Report.

PERRY GROUP'S DEBT CLAIMS

28. Following the Perry Meetings, the Perry Group made further requests of the Monitor and Companies' counsel regarding the Perry Financing Plan, the alleged Cyber Attack and the creditor status of the Perry Group. In response the Perry Group's continued demands, the Monitor issued a response to the Perry Group on December 23, 2025 (the "**December 23 Letter**"), which is attached in **Schedule "B"** and summarized below:

    a. the Perry Group must engage the Companies directly in respect of the Perry Financing Plan;

b. at the specific and consistent request of the various stakeholders, the Monitor's counsel completed a preliminary security review of the Perry Group's loan and security documents based on the information and documents provided in Perry Affidavit No. 1 and the Chiasson Affidavit No. 1;

c. the Monitor provided no comment on the validity or enforceability of the General Security Agreement dated July 1, 2023 (the "**Perry Group GSA**") granted by Farms to the Perry Group;

d. based on publicly available personal property registry searches, the Perry Group GSA was not perfected;

e. the Monitor provided no comment on whether any of the Perry Group's notices of default were properly issued;

f. the Monitor and its counsel did not review, and made no comment, on the scope, nature, or quantum of the Perry Group's indebtedness, if any;

g. at its current status, there is no reason for the Monitor undertake an investigation on the Cyber Attack allegations; and

h. again advised the Perry Group to retain legal counsel.

29. That same day, on December 23, 2025, Perry responded by email to put the Monitor on notice that he would be seeking various relief in forthcoming court materials, much of which is included in the Perry Application. A copy of that email is attached as **Schedule "C"**.

30. In connection with the preliminary security opinion prepared by the Monitor's counsel, dated January 7, 2026, and in connection with the Perry Application, the Monitor and its counsel have reviewed certain documents and records pertaining to the Perry Group transactions that are outlined and attached to Perry Affidavit No. 1 and the Chiasson Affidavit No. 1, namely:

a. Share Purchase Agreement, dated July 1, 2023, (the "**SPA**"), between the Perry Group as vendors, SuneRa as purchaser, and Farms as issuer. A copy of the SPA is attached as **Schedule "D"**;

b. the Perry Group GSA; and

c. Escrow Agreement, dated July 1, 2023, (the "**Escrow Agreement**") between the Perry Group as vendors, SuneRa as purchaser, and Lawson Lundell LLP (the "**Escrow Agent**") as escrow agent.

31. The SPA, Perry Group GSA, and Escrow Agreement are all instruments related to SuneRa's acquisition of certain issued and outstanding securities of Farms (the "**Farms Shares**") from the Perry Group. Consideration in the SPA included, without limitation:

    a. SuneRa's distribution of 9,900 Class B shares at a deemed value of $25.00 per share (the "**Consideration Shares**") to the Perry Group in exchange for SuneRa's acquisition of the Farms Shares; and

    b. SuneRa's distribution of 113,200 Class B shares a deemed value of $25.00 per share (the "**Exchange Shares**" and collectively with the Consideration Shares, the "**Escrow Shares**") to the Perry Group in consideration of the SuneRa's assumption of certain indebtedness owing by Farms to the Perry Group.

32. The Escrow Agreement is incorporated into the SPA. The Escrow Agreement and the SPA provide the Escrow Shares to be deposited with the Escrow Agent upon their distribution by SuneRa, subject to release or transfer upon certain conditions. The Escrow Agreement expressly provides that, in order for the Escrow Agent to release the Escrow Shares to SuneRa, both SuneRa and the Perry Group would be required to deliver joint instructions to the Escrow Agent.

33. The Perry Group GSA pledges Farms' present and after-acquired property as collateral security for obligations owing by Farms to the Perry Group pursuant to the SPA. SuneRa is not a party to the Perry Group GSA.

34. The SPA provides that, under certain conditions, the Perry Group would be permitted to elect to require SuneRa to repurchase the Escrow Shares at a purchase price of $25.00 per share. The SPA further provides that, in the event of SuneRa failing to purchase the Escrow Shares, Farms would purchase the Escrow Shares at the same price.

35. The SPA provided that the Perry Group would be entitled to make an election by written notice (the "**Repurchase Notice**") at least 30 days prior to November 25, 2024, to SuneRa, which would require SuneRa to repurchase the Escrow Shares at a price $25.00 per share. The SPA expressly contemplates a circumstance in which SuneRa did not repurchase the Escrow Shares upon its receipt of a Repurchase Notice – specifically, the SPA provides that, in the event that SuneRa does not repurchase the Escrow Shares upon its receipt of a Repurchase Notice, Farms would repurchase the Escrow Shares.

36. While the Monitor has reviewed various Repurchase Notices produced by Perry in the First Perry Affidavit, the Monitor has not reviewed any document or record indicating, let alone confirming, that:

    a. any of the Escrow Shares were transferred to SuneRa at any point;

b. any of the Escrow Shares were transferred to Farms at any point; or

c. any joint instruction was delivered to the Escrow Agent at any point.

37. Accordingly, the Monitor does not consider any transaction for the purchase of the Escrow Shares by SuneRa or Farms to have been completed, thereby giving rise to a debt obligation to the Perry Group for the unpaid repurchase price for Escrow Shares.

38. The Monitor is also of the view that any transaction for the purchase of the Escrow Shares by SuneRa or Farms at any point subsequent to April 16, 2024, being the date upon which Perry apparently delivered the first Repurchase Notice to SuneRa, would have been prohibited by statute. The books and records of SuneRa and Farms that the Monitor has reviewed appear to indicate that that SuneRa and Farms were insolvent as of April of 2024, or that SuneRa or Farms' repurchase of the Escrow Shares would have rendered the purchasing entity insolvent.

39. The Monitor's counsel has opined to the Monitor that:

a. in the event that SuneRa was insolvent on April 16, 2024, and all points subsequent thereto, or if the repurchase of the Escrow Shares by SuneRa at any point in time following April 16, 2024, would have rendered SuneRa insolvent, SuneRa's acquisition of the Escrow Shares would have been prohibited by section 78(1) of British Columbia's *Business Corporations Act*, SBC 2002, c 57 (the "**BC BCA**"); and

b. in the event that Farms was insolvent April 16, 2024, and all points subsequent thereto, or if the repurchase of the Escrow Shares by Farms at any point in time following April 16, 2024, would have rendered Farms insolvent, Farms' acquisition of the Escrow Shares would have been prohibited by section 86(1) of the BC BCA.

40. Therefore, the Monitor is of the view that neither SuneRa nor Farms completed any transaction(s) for repurchase of any of the Escrow Shares and that such transaction(s) would have been prohibited by statute. For this reason, the Monitor does not consider any indebtedness owing by SuneRa or Farms to the Perry Group to have arisen as a result of any dealings concerning the Escrow Shares. The Monitor thus considers the Perry Group to have the status of equity holder in the capital stock of SuneRa in these proceedings.

41. The Monitor's counsel has further opined that the Perry Group does not appear to have taken any steps to perfect any interest granted pursuant to the Perry Group GSA. Accordingly, any security interest maintained by the Perry Group in any of the property of Farms remained unperfected as at the time of the Companies entry into these CCAA proceedings.

MONITOR'S COMMENTS ON RELIEF SOUGHT IN THE PERRY APPLICATION

42. The Monitor has reviewed the Perry Application has summarized below the relief sought:

a. General/No Final Determination

i. no final determination be made by this Honourable Court on the validity, priority, enforceability, or perfection of any security interest, or any allegations of liability.

b. Interim Disputed Secured Treatment (Process Only)

i. pending further order of the Court the Monitor shall treat the Perry Group's claim as a disputed secured claim.

c. Preservation/Litigation Hold

i. the Companies are to implement and maintain a reasonable litigation hold and preservation measures for electronic and physical records relevant to: (a) security implementation/perfection and closing/escrow records; (b) asset tracing of Scheduled Assets and any proceeds; and (c) the alleged cyber incident and any attribution to Perry, including preserving relevant emails, shared drives, accounting records, inventory/traceability systems, and system/access logs, pending further order of the Court; and

ii. the preservation of CTLS/traceability exports, audit logs, and genetics inventory/provenance records, preservation of Health Canada remediation/CAPA submissions and communications, inspection planning and any genetics sourcing plan and related provenance documents, preservation of physical and electronic records relating to cannabis genetics including mother plants, clones, seeds, tissue culture, genetic libraries, label/identifiers and tracking records and any introduction, transfer, quarantine/testing or destruction of genetics during the stay period.

d. Production – Secured Status/Perfection (Second Perry Affidavit)

i. within 14 days the Companies are to produce to the Monitor the documents listed in Schedule "A" of Perry Affidavit No. 2.

e. Monitor Review/Report – Secured Status/Perfection (Second Perry Affidavit)

i. within 30 days of receipt of the documents noted in the paragraph above, the Monitor shall conduct a review and serve a report on the topics listed in schedule "B" to Perry

Affidavit No. 2.

f. Production – Asset Tracing (Third Perry Affidavit)

    i. within 14 days the Companies are to produce to the Monitor the documents listed in Schedule “A” of Perry Affidavit No. 3, related to asset tracing and identification.

g. Monitor Review/Report – Asset Tracing (Third Perry Affidavit)

    i. within 45 days after production of the documents noted in the paragraph above, the Monitor shall conduct a review and serve a report on the topics listed in schedule “B” to Perry Affidavit No. 3.

h. Production – Cyber Incident (Fourth Perry Affidavit)

    i. Within 14 days the Companies to produce to the Monitor the documents listed in Schedule A of Perry Affidavit No. 4 related to the Cyber Attack allegations.

i. Monitor Review/Report - Cyber Incident (Fourth Perry Affidavit)

    i. within 45 days of production of documents in the above paragraph, the Monitor shall conduct a forensic/technical review and file a report addressing the topics listed in Schedule “B” to Perry Affidavit No. 4.

j. Cyber Allegation – Particularization/Non-Reliance Absent Objective Evidence

    i. if the Monitor concludes there is no objective evidence in support of the Cyber Attack, the Companies shall withdraw any allegation related to the Cyber Attack and will not rely further on said allegations in these CCAA proceedings.

k. Liberty to Apply/Costs

    i. costs of the Perry Application are reserved, only to be spoken to if necessary after production of the various reports noted above.

l. Chiasson – Reliance Confirmation and Availability for Questioning

    i. as best as the Monitor can discern, if the Companies intend to rely on previously filed evidence of Chiasson after the granting of the Order sought by Perry, the Companies shall make Chiasson available for questioning by videoconference under set timelines.

43. While it appears that Perry is seeking the aforementioned relief against the Companies, a significant

portion of the relief sought would impose duties and obligations on the Monitor to review documents and complete reports. As such, each of the requests for relief described above is addressed by the Monitor separately below.

General/No Final Determination

44. It is unclear to the Monitor what Perry is seeking. At this time, the Monitor has not completed a claims process and accordingly, this Honourable Court has not been called upon to make a ruling regarding priority of claims, whether secured or otherwise. If Perry is merely seeking to maintain the status quo, the Monitor is of the view that a Court Order is not required to accomplish that goal.

45. Perry appeared to acknowledge same at the Questioning. This request appears inconsistent with matters discussed in the Questioning where Perry requested the court make this determination. See the Transcript of Remote Video Questioning of Stevan Perry conducted February 27, 2026 (the "**Questioning Transcript**") Page 58, Lines 3-10.

46. Further comments are made under the next heading as it relates to the Perry Group's creditor status.

Interim Disputed Secured Treatment (Process Only)

47. On January 7, 2026, the Monitor was provided with a preliminary security review performed by the Monitor's counsel, which included an assessment of the Perry Group's claimed security interest. The results of the security review are detailed elsewhere in this report, concluding that the Perry Group is an equity holder in these proceedings and that the Perry Group GSA was unperfected as at the time of the Companies' entry into these CCAA proceedings.

48. As a stakeholder in these CCAA's proceedings, Perry and the Perry Group should remain on the service list in these CCAA proceedings. However, the Monitor does not understand what would be accomplished by, nor does the evidence support, a declaration that the Perry Group is a disputed secured creditor or how such a declaration advances the CCAA.

49. The preliminary analysis provided above on the Perry Group claim was completed as a result of the various requests made by Perry on behalf of the Perry Group and the representations made at each of the prior appearances and in the within Perry Application that the Perry Group is a secured creditor. While the Monitor may come to the same conclusion at such time that a claims process is carried out (should no new documentation or information be provided), the Monitor has not and is not purporting to seek a ruling that the Perry Group is not a secured creditor nor is it disallowing a proof of claim on behalf of Perry Group.

Preservation/Litigation Hold

50. Attached as Exhibit SP-1 to Perry Affidavit No. 1 is a copy of the Amended Notice of Civil Claim filed in the Supreme Court of British Columbia, Vancouver Registry, bearing court file no. VLC-S-S-256929 (the "**Perry Action**"). A copy of the Perry Action is attached hereto as **Schedule "E"**. While the Monitor makes no comment on the allegations included in the Perry Action, the Monitor has concerns that the relief sought under this heading is collateral to the Perry Action, which is presently stayed.

51. It is also unclear to the Monitor how the relief sought under this heading differs from the relief sought elsewhere in the Perry Application with respect to asset tracing and preservation.

52. The Monitor is of the view that neither SuneRa nor Farms completed any transaction(s) for repurchase of any of the Escrow Shares and that such transaction(s) would have been prohibited by statute, as per paragraphs 18-19 of Chiasson Affidavit No. 1, Farms ceased operations in early September 2025.

53. Farm's Standard Cultivation and Standard Processing Health Canada License was revoked on November 12, 2025. As at the date of the Initial Order, Farms did not hold any assets or carry on business.

54. As per paragraph 30 of Chiasson Affidavit No. 1, on October 6, 2025, Farm's landlord Olymbec Developments Inc. (the "**Olymbec**"), initiated a civil claim against Farms seeking damages in the amount of $208,627.51 for the balance of the lease term.

55. The Monitor is advised by the Companies that Olymbec distrained for unpaid rent prior to the commencement of the CCAA and has destroyed all items on the premises and did not take an inventory of the assets onsite prior to destruction as detailed in **Schedule "F"**.

56. To the extent that the relief sought under this heading relates to solely to Farms, such an exercise appears moot in the context of CCAA proceedings as there seems to be no plan or prospect of Farms recommencing operations. If the relief sought relates to Sirona Pharma, the Monitor is of the view that Perry has not established a claim against Sirona Pharma or an entitlement to the requested relief in the context of the CCAA proceedings. The Monitor is also not aware of any action by Sirona Pharma to destroy records within these CCAA proceedings. The Monitor makes no comment on what obligations, if any, may be imposed on Sirona Pharma or Farms in the context of the Perry Action as it relates to preservation of records.

Production – Secured Status/Perfection (Second Perry Affidavit)

57. For convenience, Schedule "A" to Perry Affidavit No. 2 has been attached as **Schedule "G"**.

58. In summary, Perry seeks that the Companies' produce within 14 days:

a. perfection/Registration record (Companies/Monitor side);

b. execution status/signing package and if fully executed versions of various security documents exist (Companies side);

c. post-closing undertakings/responsibility chain to identify who should have performed each step in the closing process (Companies/Monitor side);

d. escrow agent/ closing file (Companies side); and

e. corporate authority/approvals (if they exist).

59. Since it appears that subparagraphs a) and c) above request the Monitor to produce documents to itself and to Perry, the Monitor repeats that the records it has reviewed to-date pertaining the Perry Group claim is limited to what has been produced in Chiasson Affidavit No. 1 and Perry Affidavit No. 1, along with publicly available searches. The Monitor is not in possession of any additional documents.

60. Requiring the Companies to provide the documentation detailed in Schedule "A" to Perry Affidavit No. 2 (**Schedule "G"** of this Monitor's Third Report) will distract the Companies from the matters at hand in these CCAA proceedings which are to the benefit of stakeholders. This includes progress on key initiatives such as the reinstatement of the Health Canada Licenses, the Restart Plan and the Informal SISP discussed in the Monitor's Second Report.

61. At the Questioning, Perry admitted that he was, or should be, in possession of a number of the documents listed in Schedule "A" to Perry Affidavit No. 2 (**Schedule "G"** of this Monitor's Third report) (Questioning Transcript, Page 47, Lines 2-27; Page 48, Lines 1-13) evidencing that the request for the Companies to provide some of the information requested is unnecessary and including such a request in this Application results in undue efforts of the Companies.

62. Fundamentally, it is the responsibility of the Perry Group to provide documentation or otherwise prove their status as a creditor (secured or otherwise). It is not the responsibility of the Companies.

Monitor Review/Report – Secured Status/Perfection (Second Perry Affidavit)

63. For convenience, Schedule "B" to Perry Affidavit No. 2 has been attached as **Schedule "H"**.

64. In summary, Perry seeks that the Monitor produce a report within 30 days of production of the requested documents in Schedule "B" to Perry Affidavit No. 2 (**Schedule "H"** of this Monitor's Third

Report). A summary of the topics to be included in the requested report of the Monitor is summarized below:

a. execution status and if not executed, when execution was requested and address why it did not occur;

b. registration status and if any registrations were filed;

c. post-closing undertakings/responsibility chain to identify who should have performed each step in the closing process;

d. record completeness and confirmation of which records are missing; and

e. identification of materials relied on by the Monitor.

65. The Monitor is of the view that the report requested of the Monitor does not serve the interests of the estate for the following reasons:

a. it falls outside the scope of the Monitor's role in these CCAA proceedings. Granting Perry's request would require the Monitor to undertake tasks that are not within its mandated responsibilities, thereby diverting resources and attention from its primary obligations to the estate and its stakeholders;

b. performing such a review and report for the benefit of a single stakeholder would result in unnecessary and excessive professional fees to the detriment of creditors and the estate given the limited Interim Financing available; and

c. Perry appeared to acknowledge at Questioning that the purpose of the Perry Application is to establish what he determines to be a clear and objective record, regardless of cost or whether it serves the broader purpose of these proceedings. Additionally, Perry seems to acknowledge that any and all costs incurred by the Monitor related to requested relief would fall under the Administration Charge which will have to be paid in priority to everything else (Questioning Transcript, Page 52, Lines 1-27; Page 53, Lines 1-26).

66. The Monitor's counsel has reviewed the security documentation provided to date and has provided a preliminary opinion on the validity and enforceability of the Perry Group's claim and security. Should any further documentation be provided to the Monitor, the Monitor's counsel will reassess the preliminary security opinion provided. Furthermore, the status of the Perry Group's security will be determined at the appropriate time should a claims process be initiated.

Production – Asset Tracing (Third Perry Affidavit)

67. Schedule "A" to Perry Affidavit No. 3, outlines ten distinct categories of documents that the Companies are required to produce. Each category encompasses numerous subcategories, resulting in an extensive and substantial list of documents to be produced by the Companies. The Monitor has not provided a detailed summary of these document categories within this report instead; the full list has been attached as **Schedule "I"** for reference. The Monitor would like to emphasize that the scope and scale of the documentation requirements associated with the relief sought are significant and far-reaching. As such, the Monitor believes that substantial effort would be required to comply with these requests.

68. Requiring the Companies to produce the documentation detailed in Schedule "A" to Perry Affidavit No. 3 (**Schedule "I"** of this Monitor's Third Report) will distract the Companies from the matters at hand in these CCAA proceedings which are to the benefit of stakeholders. This includes progress on key initiatives such as the reinstatement of the Health Canada Licenses, the Restart Plan and the Informal SISP discussed in the Monitor's Second Report.

69. As noted above, the Monitor believes that any exercise related to Farms may be moot as it relates to the genetic material and that Perry has not established a basis to demand production of Sirona Pharma.

70. Perry confirmed in questioning that during his tenure with Farms, none of Farms' assets or cannabis genetics were ever transferred to Sirona Pharma (Questioning Transcript, Page 39, Lines 19-27; Page 40 Lines 1-27; Page 41, Lines 1-4). The Companies Management has further confirmed that after Perry was terminated from Farms, all of Farms' assets and cannabis genetics remained in Farms' possession until Olymbec seized and destroyed Farms' assets.

Monitor Review/Report – Asset Tracing (Third Perry Affidavit)

71. For convenience, Schedule "B" to Perry Affidavit No. 3 has been attached as **Schedule "J"**.

72. In summary, Perry seeks that the Monitor produce a report within 45 days of production of the requested documents in Schedule "B" to Perry Affidavit No. 3 (**Schedule "J"** of this Monitor's Third Report). A summary of the topics to be included in the report of the Monitor has been included below:

    a. a reconciliation of the "Scheduled Assets" as defined in Perry Affidavit No. 3 to the Companies' current records;

    b. identify the movements, propagation, destruction, transfers, licensing, commingling and other matters related to genetics, strains, seeds and IP;

    c. identify if the Scheduled Assets were sold, transferred or disposed post closing tracing

proceeds to the bank statement;

d. identify intercompany transfers affecting assets and cash including the timing, amount, descriptions and any related party indicators; and

e. identify if there are any gaps in recordkeeping, where the records should exist, steps taken to locate and preserve records and any limitations on the Monitor's ability to conclude.

73. As detailed in Exhibit "SP-25" of Perry Affidavit No. 3 there are at least 1013 distinct seeds in the seeds IP database. Performing a reconciliation, tracing exercise or otherwise would require significant efforts of the Monitor. Additionally, due to the inherent complexity of the cannabis sector and the scope of reporting required, it is likely that the Monitor would need to engage a specialist to complete the requested assessments, thereby further increasing the estate's professional costs.

74. The Monitor is of the view that the requested report does not serve the interests of the estate for the following reasons:

a. it falls outside the scope of the Monitor's role in these CCAA proceedings. Granting Perry's request would require the Monitor to undertake tasks that are not within its mandated responsibilities, thereby diverting resources and attention from its primary obligations to the estate and its stakeholders;

b. the reporting timeline sought of forty-five days is unreasonable given the quantum of relief sought; and

c. as noted above, the goal of the Perry Application is to establish what Perry determines to be a clear and objective record as it relates to his apparent claim, regardless of cost or benefit for other stakeholders.

Production – Cyber Incident (Fourth Perry Affidavit)

75. Schedule "A" to Perry Affidavit No. 4, outlines eleven distinct categories of documents that the Companies are required to produce. Each category encompasses numerous subcategories, resulting in an extensive and substantial list of documents to be produced by the Companies. The Monitor has not provided a detailed summary of these document categories within this report instead; the full list has been attached as **Schedule "K"** for reference. The Monitor would like to emphasize that the scope and scale of the documentation requirements associated with the relief sought are both significant and far-reaching. As such, the Monitor believe that substantial effort that would be required to comply with these requests.

76. As stated above, such an exercise distracts the Companies from the steps necessary to move towards relicensing and a successful restructuring.

Monitor Review/Report - Cyber Incident (Fourth Perry Affidavit)

77. For convenience, Schedule "B" to Perry Affidavit No. 4 has been attached as **Schedule "L".**

78. In summary, Perry seeks that the Monitor produce a report within 45 days of production of the requested documents in Schedule "B" to Perry Affidavit No. 3 (**Schedule "L"** of this Monitor's Third Report). A summary of the topics to be included in the report of the Monitor has been included below:

    a. determine the chronology of the Cyber Attack including what occurred, when it occurred, how it occurred and what systems were impacted;

    b. identify indicators of compromise including but not limited to log entries, authentication events, malware indicators to determine the existence and nature of the incident;

    c. if there is any evidence attributing the event to a specific person and if such evidence is reliable;

    d. identify what steps were taken related to investigation/remediation and preservation including whether logs were preserved, whether forensic support was engaged and confirm what evidence exists and what has been overridden or lost; and

    e. assess if recordkeeping gaps existed before the alleged Cyber Attack and they are consistent with non-cyber causes, and if objective system evidence exists to verify the state of those records.

79. Given the inherent complexity of the relief sought, the Monitor would need to engage a specialist to complete the forensic investigation sought. The Monitor engaged with EY professionals who specialize in forensic cyber investigations ("**EY Forensics**") to understand the scope of the relief sought by Perry and as a result of conversations held, the following was determined:

    a. without understanding specifics of the Sirona Pharma system, it is difficult to estimate the costs of performing such an engagement. Furthermore, given EY Forensics' experience in the sector it would at minimum costs $75,000 to $100,000 to solely address points "a" and "b" above (or otherwise points #1 and #2 in Schedule "B" of Perry Affidavit No. 4 and **Schedule "L"** of this Third Monitor's Report);

    b. point "c" above (or otherwise point #3 in Schedule "B" of Perry Affidavit No. 4 and **Schedule "L"** of this Third Monitor's Report) requires an investigation to attribute the alleged Cyber Attack to a specific individual, this request is extremely challenging and may not be possible.

Furthermore, given the experience of EY Forensics, this request could require various court orders and working with international organizations to complete, significantly increasing the costs to complete such an analysis;

c. due to the time elapsed since the alleged cyber attack on or around March 13, 2025, and depending on Sirona Pharma system specifications, inherently the relevant records may be missing or incomplete, making recovery and analysis more challenging;

d. the EY Forensics experts did not provide specific commentary on points "d" and "e" above (or otherwise points #4 and #5 in Schedule "B" of Perry Affidavit No. 4 and **Schedule "L"** of this Third Monitor's Report) and indicated that further information is required to assess these requests in more depth; and

e. the reporting timeline sought of forty-five days is unreasonable given the quantum of relief sought as this scope of work would take considerable time and effort.

80. The Monitor is of the view that the relief being sought by Perry does not serve the interests of the estate for the following reasons:

a. it falls outside the scope of the Monitor's role in these CCAA proceedings. Granting Perry's request would require the Monitor to undertake tasks that are not within its mandated responsibilities, thereby diverting resources and attention from its primary obligations to the estate and its stakeholders;

b. the reporting timeline sought of forty-five days is unreasonable given the quantum of relief sought; and

c. as noted above, the goal of the Perry Application is to establish what Perry determines to be a clear and objective record as it relates to his claim, regardless of cost or benefit for other stakeholders.

Cyber Allegation – Particularization/Non-Reliance Absent Objective Evidence, Liberty to Apply/Costs and Chiasson – Reliance Confirmation and Availability for Questioning

81. With respect to the three remaining subheadings of relief sought by Perry, the Monitor has limited additional comments to make except that if the requested document production and Monitor reporting was directed by this Honourable Court, that such direction be stayed until a further hearing where the issue of responsibility for costs is addressed, along with any amendments to the Administration Charge.

82. At present, CFS#3 cannot accommodate the significant professional costs associated with the relief sought that would be borne by the Companies and the Monitor.

Other Conclusions and Summary Points

83. The Monitor notes that the information sought from the Companies consists of records that, in the normal course, are available through his solicitors, other established channels, and should reasonably have been maintained by Perry and the Perry Group. Given Perry's former role in Management and as a direct participant in the transactions outlined in Perry Affidavit No. 1, it stands to reason that such records would be, or should be, within his possession or control. The Monitor observes that the necessity for such a request raises questions regarding the proper handling and retention of the very documents that are now being sought.

84. The Monitor is of the view that the Perry Application should not have been brought to the Court given the stay of proceedings in place, and as such, significant undue professional costs have been incurred in relation to the Perry Application.

85. The Monitor has significant procedural concerns regarding the relief sought in the Perry Application. The requirements outlined would necessitate substantial costs and professional fees for compliance, which would place undue financial strain on the Companies. As previously discussed, there are insufficient funds available in CFS#3 to support the relief requested by Perry. The effort required by the Companies and the Monitor to comply with the request would be considerable. Furthermore, doing so would distract both the Monitor and the Companies from furthering these CCAA proceedings in a positive manner. Therefore, the Monitor is of the belief that none of the relief sought by Perry in this Application should be granted.

RECOMMENDATIONS

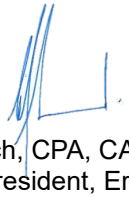
86. The Monitor respectfully recommends that this Honourable Court:

    a. Approve the activities of the Monitor as it relates to the Perry Group since the onset of the CCAA proceedings; and

    b. dismissing the Perry Application in full.

Dated at Edmonton, this 5th day of March 2026.

ERNST & YOUNG INC.
Licensed Insolvency Trustee
acting solely in its capacity as the Monitor of
Sirona Pharma Inc., SuneRa Acreage Holdings Inc.
Acreage Development Corp., and Sirona Farms Inc.
and not in its personal or corporate capacity



Matt McCulloch, CPA, CA, CIRP, LIT
Senior Vice President, Ernst & Young Inc.

Karen Zahacy CPA
Director, Ernst & Young Inc.

Schedule “A”

Karen Zahacy

From: Chris Nyberg <cnyberg@mltaikins.com>
Sent: January 21, 2026 2:40 PM
To: stevanperry24@gmail.com; david@hydeadvisory.com
Cc: 'Ryan Trainer'; Evan MacKinnon; Karen Zahacy; Ryan Zahara; Kaitlin Ward; 'Gord Boersma'; 'Sal Caruso'; 'glenn walsh'; Jaiindersb@gmail.com; berniev@vanmarengroup.com; gcorrea@lcacpa.ca; tigerwalsh@zoho.com; 'Sal Caruso'; 'David Allard'
Subject: RE: Next Steps for Sirona Financing

Steve,

Any future engagement with you is conditional on you engaging in productive behaviour going forward. The below is not an example of that.

When we have a term sheet for the lenders we can schedule a call, assuming that it is substantive. We are not going to comment on any other statements or allegations made.

Chris Nyberg*
Partner
P: (403) 693-2636 | **E:** cnyberg@mltaikins.com

**Law Corporation*

From: stevanperry24@gmail.com <stevanperry24@gmail.com>
Sent: Wednesday, January 21, 2026 2:28 PM
To: Chris Nyberg <cnyberg@mltaikins.com>; david@hydeadvisory.com
Cc: 'Ryan Trainer' <ryan.trainer@mross.com>; 'Evan MacKinnon' <Evan.MacKinnon@parthenon.ey.com>; 'Karen Zahacy' <Karen.Zahacy@parthenon.ey.com>; Ryan Zahara <RZahara@mltaikins.com>; Kaitlin Ward <kward@mltaikins.com>; 'Gord Boersma' <gboersma@sinclairrange.com>; 'Sal Caruso' <salcaruso22@gmail.com>; 'glenn walsh' <glennhwalsh@gmail.com>; Jaiindersb@gmail.com; berniev@vanmarengroup.com; gcorrea@lcacpa.ca; tigerwalsh@zoho.com; 'Sal Caruso' <salcaruso22@gmail.com>; 'David Allard' <dallard@lawsonlundell.com>
Subject: RE: Next Steps for Sirona Financing

[EXTERNAL MESSAGE]

Chris,

Thanks for the reply and noted. Can you please send one that I can get signed.

The lender has had additional questions this week and the $20M term sheet is forthcoming. As discussed, this is a real opportunity from an experienced cannabis lender.

The lender and broker have asked that we push the call to next week. Please let me know which of the following works for you (PST):

1. Thursday, January 29, 2026 — 11:00–11:45 AM PST
2. Thursday, January 29, 2026 — 2:00–2:45 PM PST
3. Friday, January 30, 2026 — 9:30–10:15 AM PST

Update: It was confirmed Friday that Glenn & Dianne Walsh are buying out the Van Maren first mortgage at a discount. As mentioned, Glenn & Dianne did not take the $20M opportunity seriously in June 2025, and at the same time in June, their son—together with the family and company lawyers—was advancing a false cyber-attack narrative and plan in the background, aimed at framing us and subverting our secured-creditor rights to support a CCAA claim, while we were actively trying to help finance and stabilize the situation.

As key investors/creditors/insiders, we understand Glenn & Dianne's intention is to sell the building as soon as possible and end this nightmare, not rebuild through CCAA. This feels like déjà vu for Glenn & Dianne given their son's other failed company, MediJean (2014–2016), where chaos ensued, the business collapsed, and false cyber-attack/hacking allegations were also advanced publicly against others.

Request: Can you please reach out to Glenn & Dianne Walsh to determine whether they will support the $20M financing that both Van Maren and Bhullar were supportive of? This financing would settle our debts, allow us to step away, and leave the company with approximately $7–$10M of OpEx runway so it can rebuild and ultimately sell for materially more than the current market comps being discussed (approximately $10–$12M). Please advise, as we have been down this road before.

Thanks,
Steve

From: Chris Nyberg <cnyberg@mltaikins.com>
Sent: Tuesday, January 20, 2026 3:09 PM
To: stevanperry24@gmail.com; david@hydeadvisory.com
Cc: 'Ryan Trainer' <ryan.trainer@mross.com>; 'Evan MacKinnon' <Evan.MacKinnon@parthenon.ey.com>; 'Karen Zahacy' <Karen.Zahacy@parthenon.ey.com>; Ryan Zahara <RZahara@mltaikins.com>; Kaitlin Ward <kward@mltaikins.com>; 'Gord Boersma' <gboersma@sinclairrange.com>; 'Sal Caruso' <salcaruso22@gmail.com>; 'glenn walsh' <glennhwalsh@gmail.com>; Jaiindersb@gmail.com; berniev@vanmarengroup.com; gcorrea@lcacpa.ca
Subject: RE: Next Steps for Sirona Financing

Steve,

While we are happy to explore the opportunity, all persons seeking information related to the SISP and assets need to sign NDAs before discussions can occur.

Additionally, we typically have either company counsel or the monitor present. We are happy to set up a call to discuss when the term sheet is ready to go.

Chris.

Chris Nyberg*
Partner
P: (403) 693-2636 | **E:** cnyberg@mltaikins.com

**Law Corporation*

Schedule “B”

EY Parthenon
Building a better working world

Ernst & Young Inc.
Suite 1400 Epcor Tower
10423 – 101 Street
Edmonton, AB T5H 0E7

Tel: +1 780 423 5811
Fax: +1 780 428 8977
ey.com/parthenon

Mr. Stevan Perry
401, 1419 Beach Avenue
Vancouver, BC V4G 1Y3

December 23, 2025

In the Matter of the CCAA Proceedings of Sunera Acreage Holdings Inc. ("SuneRa Acreage"), Sirona Pharma Inc. ("Sirona"), Sirona Farms Inc. ("Sirona Farms"), and Acreage Development Corp. ("Acreage and collectively, the "Companies")

Dear Mr. Perry:

As you know, Ernst & Young Inc. ("**EYI**"), is the court appointed monitor (the "**Monitor**") regarding the proceedings under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") of the Companies.

We are in receipt of your affidavit and various correspondence sent since the onset of these proceedings. Given this information, the Monitor wishes to address a few of the items and requests that you have brought forward, namely:

1. Your security against the Companies;
2. The financing efforts to date; and
3. Request to have the Monitor provide a detailed report to yourself and the RCMP relating to the alleged cyber-attack (the "**Cyber-Attack**") and activities of the management of the Companies ("**Management**").

Security Review

The Monitor's counsel has undertaken a thorough analysis of the First Affidavit of Stevan Perry sworn on November 27, 2025 (the "**Perry Affidavit #1**"), along with the exhibits thereto and we provide you with the following comments arising from that review.

Secured Creditor Claim

We have reviewed a Share Purchase Agreement effective July 1, 2023 (the "**Share Purchase Agreement**") between Sunera, as purchaser (the "**Purchaser**"), Sirona Farms (the "**Company**") and Calogero Caruso ("**Caruso**"), Paolo Gervasi ("**Gervasi**"), Stevan Perry ("**Perry**") and Skye Life Ventures Ltd. ("**Skye**"; collectively with Caruso, Gervasi and Perry, the "**Vendors**").

The Share Purchase Agreement provides for the Purchaser purchasing the "Purchased Shares" in the Company from the Vendors. Further, the Share Purchase Agreement provides for the Purchaser assuming and re-paying certain "Exchange Debt" owed by the Company as it is defined therein. The "Purchased Shares" appears to include all issued and outstanding shares in the Company as set out in Exhibit A to the Share Purchase Agreement.

The consideration payable pursuant to the Share Purchase Agreement was:

a. 9,900 Class B Common Shares in SuneRa Acreage issued to Caruso, Gervasi, and Perry (defined in the Share Purchase Agreement as the Consideration Shares; valued at $247,000);

b. 113,200 Class B Common Shares in SuneRa Acreage issued to Caruso and Perry (as payment for debt owing from Sirona Farms to Caruso and Perry; defined in the Share Purchase Agreement as the Exchange Shares; valued at $2,380,000);

c. $22,500 Promissory Note in favour of Skye;

d. $250,000 in advances / deposits made to the Vendors; and

e. $150,000 in cash payable in monthly installments.

The Share Purchase Agreement states that Caruso, Gervasi, and Perry were permitted to elect to have SuneRa Acreage or, in the alternative, Sirona Farms, repurchase their Consideration Shares and Exchange Shares (as the case may be). The Consideration Shares and the Exchange Shares are referred to hereinafter collectively as the "Escrow Shares" (per the Share Purchase Agreement).

The Share Purchase Agreement also states that SuneRa Acreage shall cause Sirona Farms to grant the Vendors a general security interest (the "**Security**") in the Company's present and after-acquired personal property and assets" as security for the obligation to repurchase the Escrow Shares and the obligation to pay the Promissory Note.

It appears that Sirona Farms granted a General Security Agreement dated July 1, 2023 to the Vendors (the "**GSA**"). The GSA appears to grant Caruso, Gervasi, Perry, and Skye an interest in and to all "Collateral" held or owned by Sirona Farms upon executing the GSA and any "Collateral" acquired thereafter as security for the latter's indebtedness, liability, and obligations to the former pursuant to the Share Purchase Agreement, Escrow Agreement, and Promissory Note.

From the Monitor's review of the Perry Affidavit, it does not appear that the Company signed a Promissory Note in favour of the Vendors nor did the Company provide a guarantee of the Purchaser's debts and obligations pursuant to the Share Purchase Agreement. At this time, the Monitor has not undertaken a review to determine if there was valid consideration given by the Company to provide the GSA and provides no comment herein on the validity or enforceability of the GSA as against Sirona Farms.

The Monitor has not reviewed any documents other than what was included in the Perry Affidavit, the Affidavits sworn by Jean Chiasson and the confidential supplementals thereto submitted in the within CCAA proceedings and cannot independently confirm that the documents included therein are a complete record. Furthermore, the Monitor did not participate in the preparation of the Share Purchase Agreement, Escrow Agreement, GSA and Promissory Note (or any other related document).

For the purposes of this letter, the Monitor has assumed that the parties to the aforementioned agreements had the requisite corporate authority to enter into said agreements and that there are no amendments, deletions, substitutions, releases, warranties, or other such documents that impact the aforementioned documents.

As per the Perry Affidavit, it appears that on April 16, 2024, you issued a Repurchase Notice thereby electing to have SuneRa Acreage repurchase your Escrow Shares (valued at $1,762,300). It also appears that on October 22, 2024, Caruso issued a Repurchase Notice thereby electing to have SuneRa Acreage repurchase his Escrow

Shares (valued at $1,232,720). We understand that Gervasi may have similarly elected to have SuneRa Acreage repurchase his Escrow Shares (valued at $82,500). At this time, we provide no comment on the appropriateness of the manner in which those notices were given or the timing.

It appears that on June 22, 2024, the "**Secured Parties**" issued a Notice of Default under the General Security Agreement purporting that the "**Debtors**" (defined in the Notice of Default as Jean Chiasson, Dr. Jagdeep Gupta, and Ken Spears) had defaulted on the GSA in inter alia: failing to repurchase the Escrow Shares; entering into an agreement with Alberta Gas Energy that caused "material encumbrances" to be registered against the Collateral; and making false / incorrect representations to Alberta Gas Energy when negotiating the aforesaid agreement (the "**First Notice of Default**"). Pursuant to the First Notice of Default, the Secured Parties demanded that the "Debtors" pay the amounts owing under the Repurchase Notices by July 2, 2024.

It further appears that on July 8, 2024, the "Secured Parties" issued another Notice of Default under the GSA (the "**Second Notice of Default**"). The Second Notice of Default largely relies on the same defaults purported to have been committed in the First Notice of Default. Pursuant to the Second Notice of Default, the Secured Parties demanded that the "Debtors" pay the amounts owing under the Repurchase Notices by July 12, 2024.

Further notices of default also appeared to have been sent on October 28, 2024 and March 10, 2025, largely relying on the same purported defaults. The Monitor makes no comment as to whether the various notices of default were issued correctly, whether the "Secured Parties" or "Debtors" are correctly identified, the enforceability of the various notices of default or whether there were in fact defaults under the Share Purchase Agreement, Escrow Agreement or any other related document.

In your affidavit, you depose that $5,437,500 is owing under the Share Purchase Agreement — being $3,500,000 in consideration under the Share Purchase Agreement, a $1,500,000 "default penalty," and $437,000 in interest. It appears that neither the Share Purchase Agreement nor the GSA provide for a "default penalty" or interest on failure to repurchase the Escrow Shares. In the Chiasson Affidavit #1 it is deposed that at least $3,077,500 is owing from SuneRa Acreage (or Sirona Farms) to Caruso, Gervasi, and Perry under the Share Purchase Agreement and arising from the elections to have SuneRa Acreage or, in the alternative, Sirona Farms, repurchase their Escrow Shares. We have not reviewed, and make no comment on, the scope, nature or quantum of the indebtedness outstanding, if any.

Critically, it does not appear that the GSA was registered at the Alberta, British Columbia, or Quebec Personal Property Registry. As per the *Personal Property Security Act* (Alberta) and its extra-provincial equivalents, the security interests granted pursuant to the GSA have not been perfected and accordingly, the "Secured Parties" appear to currently be unsecured creditors of SuneRa and Sirona Farms.

Financing Efforts

The Monitor is aware that you have brought forward to the Companies and their counsel what you consider to be a viable financing plan (the "**Financing Plan**") which was included in the Perry Affidavit.

The Monitor and its counsel made themselves available for a discussion with you on December 8, 2025, to discuss the Monitor's role and any questions relating to the CCAA proceedings. During this conversation, the Monitor advised that the scope of its role as Monitor is not to accept or reject any financing arrangements with any parties on behalf of the Companies but to act as an officer of the Court, reporting on the reasonability and

nature of the activity of the Companies throughout the CCAA proceedings. As such, the Monitor recommended you reach out to counsel for the Companies to discuss your Financing Plan directly.

On December 10, 2025, the Companies' counsel made themselves available to discuss the Financing Plan. The Monitor and its counsel were in attendance as well. The Monitor is of the view that the call was productive, with the Companies' counsel stating they were open to reviewing the Financing Plan directly with the Companies and to provide feedback as soon as possible. Your email at 10:55PM (MT) on December 10, 2025 to the Companies' counsel noted that "*it felt like a constructive first step*"; however, an email sent to various stakeholders earlier that same day at 6:59PM (MT) stated that Companies' counsel was "*dismissive from the start and struggled to clearly articulate these 'significant concerns' about the financing*". The Monitor has concerns with such conflicting narratives sent to different parties less than 4 hours apart. The Monitor does not believe this is productive.

Further correspondence with Companies' counsel in the days that followed noted that certain terms of the Financing Plan would not be amenable between all parties. In particular, on December 12, 2025 Companies' counsel stated in an email to various stakeholders that certain conditions of the Financing Plan *"do not align with CCAA requirements. If [Stevan] is willing to waive the conditions, we remain willing to have a call with his contact".* The Monitor agrees with the Companies' counsel assessment and believes that discussions should continue with the Companies, their counsel, and yourself in efforts to see what conditions can be agreed to and if an amended Financing Plan can be to the benefit of all parties.

Cyber-Attack & RCMP Involvement

The Chiasson Affidavit No. 1 raises that you executed a cyber-attack on Sirona Farms and Sirona in or around March 2025. As noted, we have also reviewed the Perry Affidavit #1 and understand that you deny having executed the Cyber-Attack and claim that Mr. Chiasson and others have asserted that you executed the same to, *inter alia,* discredit your credibility, excuse "compliance and governance failures," and justify broad CCAA protections. We also understand from email correspondence and virtual meetings that:

a. this dispute is currently the subject of separate ongoing litigation; and

b. you have, or intend to, raise the Cyber-Attack with the RCMP and were looking for the Monitor to assist you with that process.

In specific response to paragraph 97 of the Perry Affidavit #1, the Monitor advises there is no reason for it to undertake an investigation of the Cyber-Attack at this time, and it is not certain there will be a need to investigate the Cyber-Attack during the course of the CCAA proceedings. However, as noted on multiple occasions by the Monitor, it is encouraged that you seek legal counsel and discuss potential avenues in addressing this alleged Cyber-Attack, and your rights in this process versus the other ongoing litigation process.

Should you have any questions or concerns about this correspondence, please contact the Monitor.

Regards,

Ernst & Young Inc.
In its capacity as Monitor of Sunera Acreage Holdings Inc.,
Sirona Pharma Inc., Sirona Farms Inc., and Acreage
Development Corp and not in its personal capacity

Schedule “C”

Karen Zahacy

From: stevanperry24@gmail.com
Sent: December 23, 2025 3:49 PM
To: Evan MacKinnon
Cc: 'Ryan Trainer'; Karen Zahacy; 'Sal Caruso'
Subject: RE: Sirona Pharma Inc. et al - Monitor's Correspondence to Mr. Perry
Attachments: SPA Schedules (03056225-2x9DEBD).pdf; Exhbit A- Seeds (IP) Database (4.2ee).pdf; FW_ Sirona's Schedules for the Agreement - Email.pdf; Hypothec on the Universality of Movable Property - Sirona Farms Inc._21059298_4-Signed.pdf; David Kari Sirona Pay Out + General Security Purpose - June 23, 2023.pdf; Insurance Payout Text.pdf; SPA Accounting Entries E-Mail Confirmation from Accounting and CFO.pdf; Accounting Entries SPA 7-1-23.pdf

Evan

Thank you for your letter dated December 23, 2025.

We write (Stevan Perry and Sal Caruso) to (a) acknowledge the Monitor's stated positions, and (b) put you on notice of the directions, preservation, and tracing issues that will be raised in our forthcoming materials.

1) Security / Perfection (GSA + Hypothec)

We note the Monitor's view that the GSA security interests appear unperfected and that the Vendors therefore "appear to currently be unsecured creditors." Respectfully, we disagree with that characterization in the circumstances, including due to the Companies' obstruction of the perfection process and related steps contemplated by the transaction documents. We will be asking the Court for directions/declarations on (among other things) secured status/priority and related relief, supported by additional affidavit evidence and exhibits (including the executed Hypothec and supporting records). In the interim, please treat our claim as a **disputed secured claim** pending the Court's determination.

2) Cyber-Attack Allegations / June 25 Email / Preservation

We also note the Monitor's position that it does not intend to investigate the cyber-attack allegations at this time. However, those allegations are being relied upon in the proceedings and have been used to attack our credibility and position. Our evidence includes the June 25, 2025 email chain referenced in our affidavit materials which, in our view, clearly supports that Mr. Perry did not commit the alleged cyber-attack. Was this reviewed by the Monitor?

Given the seriousness of the allegations, we request that the Monitor (and/or the Companies through counsel) confirm that steps are being taken immediately to preserve relevant electronic evidence, including but not limited to:

- email and O365/Google admin logs (as applicable), audit logs, and access logs;
- backups, forensic images (if any), and incident response communications; and
- internal IT communications and vendor communications regarding the incident.

Mr. Perry has reported the matter to police: **RCMP File No. 2025-180-5836**.

We also request that the Companies identify the relevant IT administrator(s) and incident-response participants (including **Ashish Vattakassery**) so they can be interviewed and addressed in an orderly way through the Court process (directions/production/questioning, as appropriate).

3) Asset Tracing – SPA Schedules / Seeds & IP

The SPA schedules and related seeds/IP schedules go directly to the scope of assets, proceeds, and tracing. These will be relied upon in support of the asset tracing relief sought, including preservation and production directions necessary to reconcile the Companies' records to the SPA schedules and to prevent further dissipation pending Court directions. Where did these assets go Evan?

4) Financing / December 10, 2025 call – forthcoming affidavit

We also note the Monitor's reference to the December 10, 2025 financing call. We intend to file a separate affidavit addressing that call and the **key investors supported** financing proposal discussed, including: (i) who attended, (ii) what was presented, (iii) the status of lender/broker readiness, and (iv) the specific conditions and governance items raised. We remain willing to engage constructively with the CRO, Companies' counsel, and the Monitor on a compliant path forward.

5) Insurance / wildfire claims and proceeds tracing – forthcoming affidavit

We also intend to file an affidavit addressing the Companies' insurance and wildfire claims and the tracing of related proceeds. Based on information presently available to us, significant insurance proceeds were received, including approximately **$3.4M** with the **$1.8M received approximately 60 days after the first claim was submitted**. Our evidence and understanding is that wildfire impacts did not materially interrupt ongoing operations as has been suggested, and there are serious questions as to how these proceeds were applied and whether they were used for claim-related purposes. Where did this money go Evan?

Accordingly, we will be seeking directions/orders requiring preservation and production of all materials necessary to trace these proceeds, including (at minimum):

- the complete insurance claim files (claims forms, adjuster reports, insurer communications, coverage position letters, proof of loss, settlement statements, and payment advices);
- the Companies' general ledger detail showing booking and application of the proceeds, and any intercompany transfers relating to those funds; and
- bank statements and transaction-level support sufficient to reconcile receipt and use of the insurance proceeds.

Forthcoming filing (Affidavits + Application)

We will be serving and filing additional affidavits and an application in short order seeking directions and relief, including on:

- secured creditor status / priority (including perfection obstruction issues);
- asset tracing and preservation (including SPA schedules and related IP/seed schedules);
- targeted preservation and production relating to the cyber-attack allegations and the June 25, 2025 email chain;
- directions relating to consideration of our financing proposal (including the December 10, 2025 call and related materials); and
- insurance/wildfire claim proceeds tracing and related preservation/production directions.

For convenience, we are attaching the relevant supporting documents now. These attachments form part of our **Second, Third, and Fourth Affidavits** and the related application materials that will be delivered in short order.

Regards,

Stevan Perry and Sal Caruso

From: Evan MacKinnon <Evan.MacKinnon@parthenon.ey.com>
Sent: Tuesday, December 23, 2025 1:28 PM
To: Steve Perry <stevanperry24@gmail.com>
Cc: Ryan Trainer <ryan.trainer@mross.com>; Karen Zahacy <Karen.Zahacy@parthenon.ey.com>
Subject: Sirona Pharma Inc. et al - Monitor's Correspondence to Mr. Perry

Good Afternoon Mr. Perry,

On behalf of the Monitor, please find the attached correspondence.

Regards,

Evan MacKinnon | Senior Director | Turnaround & Restructuring Strategy

Ernst & Young Inc.
10423 101 Street NW, Suite 1400, Edmonton, Alberta, T5H 0E7, Canada
Direct:+1 780 441 2447 | Evan.MacKinnon@parthenon.ey.com
Website: www.ey.com

Schedule “D”

EXECUTION COPY

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made effective as of the 1st day of July, 2023.

AMONG:

SUNERA ACREAGE HOLDINGS INC., a company incorporated under the laws of the Province of British Columbia

(the "**Purchaser**")

AND:

SIRONA FARMS INC., a company incorporated under the laws of Canada

(the "**Company**")

AND:

CALOGERO CARUSO, an individual residing in Montreal, Quebec

("**Caruso**")

AND:

PAOLO GERVASI, an individual residing in Repentingny, Quebec

("**Gervasi**")

AND:

STEVAN PERRY, an individual residing in Vancouver, British Columbia

("**Perry**")

AND:

SKYE LIFE VENTURES LTD., a company existing under the laws of the Province of British Columbia

("**Skye**" and together with Caruso, Gervasi, and Perry, the "**Vendors**")

WHEREAS:

A. The Vendors are the registered and beneficial owners of all of the issued and outstanding shares in the capital of the Company as more particularly described in Exhibit A to this Agreement (the "**Purchased Shares**");

B. The Exchange Creditors (as defined herein) are the holders of Exchange Debt (as defined herein) to be assumed by the Purchaser and repaid in accordance with this Agreement; and,

C. The Purchaser wishes to purchase, and the Vendors wish to sell, the Purchased Shares, and the Purchaser wishes to assume and repay the Exchange Debt, on the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the covenants, agreements, representations and warranties set out below, the Parties covenant and agree as follows:

1. INTERPRETATION

1.1 Definitions

Whenever used in this Agreement or in the schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms will have the meanings indicated below (and grammatical variations of such words and terms will have corresponding meanings):

(a) "**Affiliate**" of a Person means:

(i) any Person directly or indirectly Controlling, Controlled by or under common Control with such Person;

(ii) where the Person is a partnership, a partner of that partnership (other than a limited partner);

(iii) a trust or estate in which that Person has a beneficial interest or for which that Person serves as trustee or in a similar capacity; and

(iv) in the case of a Person that is an individual, any individual that is the spouse, child, stepchild, parent, grandparent or grandchild of such individual, or any trust the sole beneficiaries of which are the individual or such other Persons.

(b) "**Agreement**" means this agreement including the recitals, exhibits and Schedules, as amended, supplemented or restated from time to time.

(c) "**Annual Financial Statements**" means the unaudited annual financial statements of the Company for the year ended December 31, 2022, which include a review engagement report, balance sheet, and statement of operations and deficit.

(d) "**Arm's Length**" has the meaning ascribed thereto for the purposes of the Tax Act.

(e) "**Assets**" means all properties and assets owned by the Company of every kind and description (whether real, personal, mixed, tangible or intangible) wherever located, and includes any interest therein.

(f) "**Business**" means the business carried on by the Company, being the business of producing, processing, cultivating and selling cannabis and cannabis products in Canada, and such matters ancillary thereto.

(g) "**Business Day**" means a day on which banks are open for business in Vancouver, British Columbia, or Montreal, Quebec, but does not include a Saturday, Sunday and any other day which is a legal holiday in Vancouver, British Columbia or Montreal, Quebec.

(h) "**Claim**" has the meaning given to it in Section 10.4(a).

(i) "**Closing**" means the completion of the transactions contemplated by this Agreement.

(j) "**Closing Date**" means the date of this Agreement.

(k) "**Closing Side Letter**" means the letter setting out the terms of the escrow of the "Closing Documents" (as defined therein) to be released effective the Closing Date on the terms set out therein.

(l) "**Closing Time**" means such time on the Closing Date as may be agreed to by the Parties or their respective counsel.

(m) "**Competing Business**" has the meaning given to it in Section 9.1(a).

(n) "**Consideration Shares**" means 9,900 Class B Common Shares in the authorized share structure of the Purchaser at a deemed value of $25.00 (subject to necessary adjustments in the event of any forward split or consolidation of shares in the authorized share structure of the Purchaser) per Class B Common Share to be issued to the Vendors in partial consideration for the Purchased Shares as set out in Exhibit B, Part I.

(o) "**Control**" means the power, whether directly or indirectly, to direct management and policies, whether through ownership of securities, by contract or by any other means and "**Controlled by**", "**Controlling**" and "**under common Control with**" and similar phrases shall have corresponding meanings.

(p) "**COVID-19**" means the novel coronavirus first identified in 2019 which is also referred to as SARS-CoV-2.

(q) "**COVID-19 Programs**" means any subsidy or benefit programs undertaken by any Governmental Authority in response to the COVID-19 pandemic, including, without limitation, the Canada 10% Wage Subsidy program, the Canada Emergency Wage Subsidy program and any other such programs undertaken by any Governmental Authority.

(r) "**Debt Exchange Agreements**" means the agreements between the Exchange Creditors and the Purchaser providing for the assumption and exchange of the Exchange Debt for the Exchange Shares.

(s) "**Deferred Revenues**" means revenues of any of the Company in respect of which payment has been received but not yet earned by the Company including, without limitation, any customer deposits received.

(t) "**Deposits and Advances**" means the deposits and advances made by the Purchaser to the Vendors as set out in Schedule 1.1(t) in the amount of $250,000.

(u) "**Employee Plan**" means any pension, retirement, deferred compensation, profit-sharing, registered retirement savings plan, savings, disability, medical, dental, health, life, death benefit, stock option, stock purchase, bonus, incentive, vacation entitlement and pay, termination and severance pay or other employee benefit plan, trust, arrangement, contract, agreement, policy or commitment, whether any of the foregoing is funded or unfunded, or insured or uninsured, and whether written or oral, formal or informal, which is intended to provide or does in fact provide benefits to any or all employees or former employees of the Company, and to which the Company is a party or by which the Company is bound or with respect to which the Company has any liability or potential liability, but does not include plans or programs in which the Company is obligated to participate by statute.

(v) "**Encumbrances**" means, whether or not registered or registrable or recorded or recordable, and regardless of how created or arising, any and all:

(i) mortgages, assignments of rent, liens, encumbrances, adverse claims, charges, executions, title defects, security interests, hypothecs or pledges, whether fixed or floating, against assets or property (whether real, personal, mixed, tangible or intangible), hire-purchase agreements, conditional sales contracts, title retention agreements, equipment trusts or capital leases, or any subordination to any right or claim of others in respect thereof;

(ii) claims, interests or estates against or in assets or property (whether real, personal, mixed, tangible or intangible), including, without limitation, easements, rights-of-way, servitudes or other similar rights in property granted to or reserved or taken by any Person, but excluding recorded easements, rights-of-ways, servitudes and other similar rights of record in property for highways and other roads, railways, sewers, drains, water mains and other utilities infrastructure;

(iii) an option or other right to acquire, or to acquire any interest in, any assets or property (whether real, personal, mixed, tangible or intangible);

(iv) without limiting the generality of the foregoing, any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible); and

(v) any agreement to create, or right capable of becoming, any of the foregoing.

(w) "**Escrow Agent**" means Lawson Lundell LLP.

(x) "**Escrow Agreement**" means the escrow agreement to be entered into at Closing between the Purchaser, the Vendors (other than Skye), the Exchange Creditors and the Escrow

Agent relating to the Escrow Shares, in the form mutually acceptable to the Purchaser, Vendors, and Exchange Creditors.

(y) "**Escrow Payout Date**" means November 25, 2024.

(z) **"Escrow Shares**" means, collectively, the Consideration Shares and the Exchange Shares.

(aa) "**Escrow Share Repurchase**" has the meaning set out in Section 2.5(a).

(bb) **"Exchange Creditors**" means the holders of the Exchange Debt.

(cc) "**Exchange Debt**" means certain indebtedness of the Company in the principal amount of $2,830,000 held by the Exchange Creditors, which shall be exchanged for 113,200 Exchange Shares in accordance with the Debt Exchange Agreements, as more particularly described in Exhibit C to this Agreement.

(dd) "**Exchange Shares**" means 113,200 Class B Common Shares in the authorized share structure of the Purchaser at a deemed value of $25.00 per Class B Common Share to be issued to the Exchange Creditors in consideration for the Exchange Debt as set out in Exhibit B, Part II.

"**Financial Statements**" means the Annual Financial Statements, true and complete copies of which have been provided to the Purchaser. "**GAAP**" means generally accepted accounting principles in Canada from time to time applying, for the avoidance of doubt, the standards prescribed in Part II of the Handbook of the Canadian Institute of Chartered Accountants (Accounting Standards for Private Enterprises).

(ee) "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial, local, regional, municipal or other political jurisdiction, and any agency or authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government.

(ff) "**Indebtedness**" means, with respect to any Person at any date, without duplication, any and all of the following (together with all accrued interest, prepayment penalties, make-whole payments, breakage fees or similar amounts payable upon the repayment of any of the foregoing):

(i) indebtedness, liabilities and obligations of such Person in respect of borrowed money or loans or advances of any kind including, without limitation, bank debt;

(ii) other obligations of such Person upon which interest charges are customarily paid;

(iii) liabilities of such Person in respect of guarantees, indemnities and other obligations to make any payment in respect of any of the foregoing, whether incurred alone or jointly with others, if and to the extent called upon;

(iv) liabilities of such Person under or in respect of any letters of credit, bankers acceptances, bank guarantees, surety bonds, or similar arrangements if and to the extent drawn upon;

(v) off-balance sheet obligations or liabilities of such Person;

(vi) liabilities of such Person under or in respect of any capitalized lease obligations;

(vii) Deferred Revenues; and

(viii) amounts payable in respect of vendor financed purchases of fixed assets (including, without limitation, equipment),

provided that "Indebtedness" shall not include the Exchange Debt.

(gg) "**Indemnified Party**" has the meaning given to it in Section 10.4(a).

(hh) "**Indemnifying Party**" has the meaning given to it in Section 10.4(a).

(ii) "**Laws**" means all applicable common law and federal, state, provincial, municipal and local statutes, codes, ordinances, decrees, rules, regulations and by-laws, and judicial, executive, arbitral, administrative, ministerial, departmental or regulatory judgments, decrees, orders, decisions, rulings, awards, policies, requirements, standards and guidelines, at any time in force or effect.

(jj) "**Leased Premises**" means the premises located at 5490, Notre-Dame Street East, Montreal, Quebec, H1N 2C4.

(kk) "**Liabilities**" means the liabilities of the Company, which, in accordance with GAAP, are shown or should be shown on the Financial Statements as "liabilities" including, without limitation, all Indebtedness and other long-term liabilities and all Related Party Obligations.

(ll) "**Loss**" or "**Losses**" means any loss, cost, damage, liability, claim, demand, prosecution, fine, penalty, assessment, damages available at law or in equity, expense (including reasonable costs, fees and expenses of third party legal counsel on a full indemnity basis, without reduction for tariff rates or similar reductions and reasonable costs, fees and expenses of investigation) or diminution of value (including diminution of value of the Purchased Shares).

(mm) "**Material Adverse Change**" or "**Material Adverse Effect**" means any change, event or occurrence that occurs prior to the Closing Date and is, or would reasonably be expected to be, material and adverse to the operations and/or financial condition of the Company, or that is material and adverse to the ability of the Vendors to consummate the transactions contemplated hereby, but shall not include changes, events or occurrences that are cured by the Vendors prior to the Closing Date, or any change, event or occurrence resulting from or caused by:

(i) any general economic, financial, currency exchange, securities or commodity market conditions, in Canada or elsewhere, including any changes in such markets or conditions or prices of commodities or prospects thereof;

(ii) any conditions generally affecting the industry in which the Company operates;

(iii) war, act of terrorism, civil unrest or similar event or any political changes, in Canada or elsewhere;

(iv) any natural disaster or national emergency, in Canada or elsewhere including the COVID-19 pandemic and fire;

(v) any change in Laws or the interpretation, application or non-application of Laws;

(vi) any changes in GAAP;

(vii) any action or inaction of the Purchaser or any action required or permitted by this Agreement or any matter that has been disclosed in this Agreement or the Schedules hereto;

(viii) any change, event or occurrence that is otherwise known by the Purchaser as at or prior to the Closing Date;

(ix) any fiscal or monetary decisions or policies of any Governmental Authority, in Canada or elsewhere; or

(x) any changes in global, national or regional political, economic or social conditions,

provided, that, in the case of clauses (i) through (x), such changes, events, occurrences do not have a disproportionate effect on the Business, relative to other comparable Persons operating in the industries in which the Business operates.

(nn) "**Material Contracts**" means the following contracts to which the Company is a party, beneficially entitled, subject to, or by which it is otherwise bound:

(i) any contract with any Person with whom the Company does not deal at Arm's Length (as such term is defined in the Tax Act), including either of the Vendors or any Affiliate of the Company;

(ii) any contract, or group of contracts with the same Person, which involves aggregate receipts to the Company, or costs, expenditures, obligations or liabilities of the Company, of $25,000.00 or more for each such contract, or group of contracts, or which is not cancellable by the Company without penalty or further obligation or liability at any time upon not more than thirty (30) days' notice;

(iii) any contract which expressly restricts the ability of the Company to conduct the Business in a specific manner or within a specific territory or which imposes a duty or obligation of confidentiality on the Company;

(iv) any contract which includes a commitment to make capital expenditures or to acquire assets over $25,000.00;

(v) any consulting or independent contractor agreements involving annual payments to the consultant or independent contractor in excess of $25,000.00 in any year; and

(vi) any contract that has not been entered into in the Ordinary Course of the Business.

(oo) "**Notice of Claim**" has the meaning given to it in Section 10.4(a).

(pp) "**Ordinary Course**" means, with respect to an action taken by a Person, that such action is consistent with the customs and past practices and with the normal day-to-day operations of that Person; provided, however that where such customs and past practices conflict with what is considered ordinary course for Persons operating in the same or similar industry, the customs and past practices of such Person shall not be considered "Ordinary Course".

(qq) "**Parties**" means the parties to this agreement, and "**Party**" means any one such party to this Agreement.

(rr) "**Payment Agreement**" means the agreement among the Purchaser, the Company and the Vendor's Solicitors obliging the Purchaser and the Company to pay, jointly and severally, to the Vendors' Solicitors an amount equal to $150,000 in monthly installments over 12 months with an initial payment of $25,000 to be paid on the date of release of the Closing Documents, in the form mutually acceptable to the Purchaser, the Company, and the Vendors' Solicitors.

(ss) "**Person**" means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature.

(tt) "**Purchase Price**" has the meaning given to it in Section 2.2.

(uu) "**Related Party Obligations**" means, without duplication, the aggregate of all shareholder loans and other amounts payable by the Company to the Vendors, or to Persons not dealing at Arm's Length with the Company or the Vendors, but excludes the Exchange Debt.

(vv) **"Repurchase Notice"** has the meaning set out in Section 2.5(a).

(ww) "**Repurchase Price**" means $25 per share (subject to necessary adjustments in the event of any forward split or consolidation of shares in the authorized share structure of the Purchaser), payable in cash.

(xx) "**Restricted Parties**" has the meaning given to it in Section 9.1.

(yy) "**Restricted Period**" means one (1) year, commencing on the Closing Date.

(zz) "**Security**" has the meaning set out in Section 2.6.

(aaa) "**Skye Note**" has the meaning set out in Section 2.2(a)(ii).

(bbb) "**Surrendered Shares**" has the meaning given to it in Section 10.2(b).

(ccc) "**Tax**" or "**Taxes**" includes all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, ad valorem, use, value-added, excise, stamp, withholding, business, franchising, property (both real and personal), payroll, employee withholding, employment, occupation, health, social service, environmental, alternative, add-on, minimum, education, and social security taxes, all surtaxes, all customs duties and import and export taxes, all license, franchise and registration fees and taxes, all unemployment or employment insurance, workers' compensation, health insurance, Canada and other government pension plan premiums, claw-back or other obligations under or in respect of any COVID-19 Programs, and other obligations of the same or of a similar nature of any of the foregoing.

(ddd) "**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time.

(eee) "**Vendor's Fundamental Representations**" means the representations and warranties set forth in Sections 4.1 (a)-4.1(f), 4.2(a)-4.2(e), 4.2(x) and 4.2(y).

(fff) "**Vendors' Solicitors**" means Owen Bird Law Corporation.

1.2 Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, including the federal laws of Canada applicable therein. All disputes and claims arising out of, or in any way connected with, this Agreement shall be referred to the courts of the Province of British Columbia and each of the Parties hereby attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

1.3 Gender, Number and Other Terms

In this Agreement, unless the context otherwise requires: (i) words importing the singular include the plural and vice versa; (ii) words importing gender include all genders; and (iii) each of the words "including", "includes" and "include" mean "including, without limiting the generality of the foregoing".

1.4 Headings and Table of Contents

The inclusion of headings and a table of contents in this Agreement is for convenience only and shall not affect the construction or interpretation of this Agreement.

1.5 Statutes

Except where otherwise expressly provided, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant to it, with all amendments thereto and in

force from time to time, and to any statute or regulations that may be passed which supplement or supersede such statute or such regulations.

1.6 No Contra Proferentem / No Strict Construction

The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties hereby agree that neither this Agreement nor any other document contemplated herein shall be construed strictly for or strictly against any Party as the principal draftsperson hereof or thereof. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person.

1.7 Meaning of Knowledge

Any reference herein to "to the knowledge" of the Vendors or words to like effect will be deemed to mean the actual knowledge of one or more of the Vendors, in each case after having made due and diligent inquiry with the responsible personnel of the Company, which due and diligent inquiries the Vendors confirm they have made.

1.8 Currency

Except where otherwise expressly provided, all monetary amounts in this Agreement are stated and shall be paid in Canadian currency.

1.9 Schedules

The Exhibits and Schedules attached to this Agreement form part of this Agreement.

1.10 Cross-References

Except where otherwise expressly provided, a reference in this Agreement to a designated Section, subsection, paragraph or other subdivision or to a Schedule is to the designated Section, subsection, paragraph or other subdivision of, or Schedule to, this Agreement.

1.11 Accounting Terms

Except where otherwise expressly provided, any accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with GAAP.

1.12 Non-Business Days

Whenever payments are to be made or an action is to be taken pursuant to this Agreement on a day which is not a Business Day, such payment will be made or such action will be taken on the next succeeding Business Day (unless the Parties otherwise agree).

1.13 References to Whole Agreement

Except where otherwise expressly provided, the words "herein", "hereof", "hereby" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, subsection, paragraph or other subdivision or Schedule.

2. PURCHASE OF PURCHASED SHARES

2.1 Purchase and Sale of Purchased Shares

Subject to and in accordance with the terms and conditions of this Agreement, and based on the representations and warranties contained herein, the Vendors agree to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase and accept from the Vendors, all right, title and interest in and to the Purchased Shares effective as of and from Closing, free and clear of all Encumbrances.

2.2 Purchase Price

The aggregate consideration payable by the Purchaser to the Vendors for the Purchased Shares (the "**Purchase Price**") is an amount equal to:

(a) $3,500,000.00, comprised of the following:

(i) $3,077,500 to be paid to the Vendors (other than Skye) and Exchange Creditors by the issuance of 123,100 Class B Common Shares in the authorized share structure of the Purchaser at a deemed value of $25 *per* share;

(ii) $22,500 to be paid to Skye by the delivery of the promissory note attached as Exhibit D (the "**Skye Note**");

(iii) an amount equal to the Deposits and Advances already paid to the Company, in cash and in kind; and

(iv) $150,000 to be paid to the Vendors' Solicitors in monthly installments over 12 months pursuant to the Payment Agreement, with an initial payment of $25,000 to be paid by the Purchaser to the Vendors' Solicitors on the date of release of the Closing Documents in accordance with the Closing Side Letter, and otherwise as set out in Schedule 2.2(iv).

2.3 Payment of Purchase Price at Closing

Subject to the terms hereof, the Purchase Price shall be paid at the Closing by the Purchaser as follows:

(a) $247,500 shall be paid to the Vendors (other than Skye) by the issuance of the Consideration Shares registered in the names of the Vendors as set out in Exhibit 3, which Consideration Shares shall be escrowed and released in accordance with Section 2.4; and

(b) $22,500 will be paid to Skye by the issuance of the Skye Note, with a maturity date of the Escrow Payout Date; and

(c) $2,830,000.00 shall be paid to the Exchange Creditors by the assumption by the Purchaser of the Exchange Debt, which shall be satisfied by the issuance of the Exchange Shares to the Exchange Creditors in accordance with the Debt Exchange Agreements and

as set out in Exhibit B, which Exchange Shares shall be escrowed and released in accordance with Section 2.4; and

(d) The cash amount of $25,000 shall be paid to the Vendors' Solicitors by wire transfer or direct deposit of immediately available funds to such bank account as may be designated by the Vendors' Solicitor, with the remaining $125,000 to be paid by the Purchaser on or before the times described in the Payment Agreement.

2.4 Escrow of the Escrow Shares

The Parties agree that the Escrow Agent will hold the Escrow Shares in escrow upon their issuance (i) on Closing in the case of the Consideration Shares and (ii) following Closing in the case of the Exchange Shares in accordance with the Debt Exchange Agreements and the terms of the Escrow Agreement, with such Escrow Shares to be released, as applicable, as follows:

(a) Pursuant to Sections 10.2(a) and 10.2(b), to the extent that the Purchaser requires the Vendors to transfer all or a portion of the Escrow Shares to the Purchaser in full or partial satisfaction of a Claim in accordance with Section 10.5, the Purchaser and the Vendors shall deliver to the Escrow Agent a joint notice in writing directing the Escrow Agent to return the Surrendered Shares to the Purchaser;

(b) Where, on the Escrow Payout Date, there exists a Claim of the Purchaser Indemnitees against the Vendors pursuant to Section 10 that has not been resolved in accordance with Section 10.5, a portion of the Escrow Shares that would otherwise be purchased or released, as applicable, on the Escrow Payout Date to the Vendors shall be reserved and retained by the Escrow Agent and not purchased or released until such time as such Claim or Claims are resolved. Upon resolution of each such outstanding Claim, the Vendors and the Purchaser shall forthwith jointly instruct the Escrow Agent to purchase or release any Escrow Shares, reserved pursuant to this Section 2.4(b), to the Vendors and/or the Purchaser, as applicable, reflecting the outcome of the resolution of the applicable Claim;

(c) Subject to Sections 2.4(a) and 2.4(b), on the Escrow Payout Date the Vendors and Purchaser shall deliver to the Escrow Agent a joint notice in writing advising whether the Purchaser, subject to the election of each Vendor in accordance with Section 2.5, has purchased the Escrow Shares at a value $25.00 per Class B Common Share (subject to necessary adjustments in the event of any forward split or consolidation of shares in the authorized share structure of the Purchaser prior to the Escrow Payout Date), in which case, the Purchaser and Vendors will direct the Escrow Agent to release the Escrow Shares to the Purchaser. In the event that any Vendor does not elect to have the Purchaser purchase the Escrow Shares on the Escrow Payout Date, the Vendors and Purchaser shall deliver to the Escrow Agent a joint notice in writing directing the Escrow Agent to release the Escrow Shares to such Vendor; and

(d) The Escrow Shares deposited with the Escrow Agent pursuant to Section 2.3(c) shall be held on account of the Vendors in proportion to their respective Escrow Shares as set out in Exhibit B until the Escrow Payout Date.

2.5 Repurchase Option or Release at the Escrow Payout Date

(a) Upon written notice to the Company and the Purchaser at least thirty (30) days prior to the Escrow Payout Date (such notice, a "**Repurchase Notice**"), each Vendor (other than Skye) shall be entitled to elect at their option to have their Escrow Shares repurchased in full by the Purchaser. In the event of the timely delivery of a Repurchase Notice by a Vendor, the Purchaser will repurchase the respective Escrowed Shares from the Vendor (the "**Escrow Share Repurchase**") for a purchase price of $25.00 per share (subject to necessary adjustments in the event of any forward split or consolidation of shares in the authorized share structure of the Purchaser), payable in cash (the "**Repurchase Price**").

(b) In the event that the Purchaser fails to complete an Escrow Share Repurchase after a Vendor provides timely delivery of a Repurchase Notice, the Company will repurchase the respective Escrowed Shares from the Vendor at the Repurchase Price.

(c) If a Vendor fails to deliver the Repurchase Notice to the Purchaser within the time specified in subsection 2.5(a) the Purchaser will cause the Escrow Agent to release the respective Vendor's Escrow Shares to the Vendor on the Escrow Payout Date.

(d) Upon the release of the Escrow Shares in accordance with the provisions hereof, the Purchaser and the Company shall thereafter have no further obligation to purchase the Escrow Shares of such Vendor.

2.6 Security

To secure the obligations of the Company and the Purchaser to purchase the Escrow Shares in accordance with Section 2.5 and to pay the Skye Note, the Purchaser will cause the Company to grant to the Vendors a general security interest (the "**Security**") in the Company's present and after-acquired personal property and assets.

The Vendors agree that each of them will, at the request of the Company and in the Company's sole discretion, enter into any subordination agreement in respect of the obligations and Security granted by the Company hereunder as may be required from the lender(s) of any Arm's Length, third party or institutional indebtedness of the Purchaser, the Company or their Affiliates that is incurred through one or more debt financings after the Closing from time to time (and any replacement or refinancing thereof).

2.7 *Pro rata* Purchase on Future Financings

Subject to the prior repayment in full of:

(a) the secured Indebtedness owing by the Purchaser to Paxio Ventures Inc. in connection with the acquisition in November, 2022 of the balance of issued and outstanding shares of Acreage Development Corp. not already owned by it (and its wholly owned subsidiary, Acreage Pharms Ltd.); and

(b) the unsecured advances by the shareholders of the Purchaser and their affiliates in connection with the original purchase in August, 2020 of 37.5% of the issued and

outstanding shares of Acreage Development Corp. (and its wholly owned subsidiary, Acreage Pharms Ltd.),

the Purchaser covenants and agrees with the Vendors that, to the extent it has available funds from debt financing of the Purchaser or its affiliates in excess of those determined by its board of directors to be required for the continued operation and development of the business of the Purchaser and its subsidiaries (including the Company and Acreage Pharms Ltd.), that it will complete all or part of the total aggregate amount of the combined Escrow Share Repurchase and the Skye Note in an aggregate amount on a basis that is pro rated with the aggregate amount of any prepayment of its outstanding convertible promissory notes due November 25, 2024 (the "**Secured Notes**").

2.8 Financial Information

The Purchaser agrees that until the Escrow Payout Date, each of the Vendors and the Exchange Creditors shall be entitled to receive from the Purchaser and the Company, a bi-annual financial update together with such other reasonable financial information in regard to the Business as determined at the discretion of the Purchaser. For certainty, the Vendors and Exchange Creditors may not request such financial information more than twice per fiscal year.

2.9 Allocation of Purchase Price among Vendors

The Vendors agree, as between themselves, that the Escrow Shares shall be allocated as set out in Exhibit B.

3. *[INTENTIONALLY DELETED]*

4. VENDORS' REPRESENTATIONS AND WARRANTIES

The Vendors hereby jointly and severally represent and warrant to and in favour of the Purchaser as follows and acknowledge that the Purchaser is relying on such representations and warranties in connection with its execution and delivery of this Agreement and in completing the transactions contemplated by this Agreement. As such, the following representations and warranties apply to the facts and status of the subject matter on or before the Closing Date, as applicable:

4.1 Representations and Warranties Regarding the Vendors

(a) Status of and Capacity. If the Vendor is an individual, such Vendor has reached the age of majority and has the capacity to own his or her Purchased Shares and to enter into this Agreement and any other documents, instruments and agreements delivered in connection herewith, and to perform his or her obligations under this Agreement and thereunder. If the Vendor is a corporation, such Vendor is a corporation duly formed and validly existing under the laws of its jurisdiction of incorporation and has the power and authority to own its Purchased Shares, to enter into this Agreement and any other documents, instruments and agreements delivered in connection herewith, and to perform its obligations under this Agreement and thereunder.

(b) Authorization, Execution and Delivery. This Agreement and the other agreements and documents contemplated hereby have been duly authorized, executed and delivered by the Vendors and constitutes a valid and binding agreement of the Vendors enforceable against the Vendors in accordance with its terms (subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable Laws relating to or affecting creditor's rights generally, and to general principles of equity).

Skye has complied with all applicable requirements of the laws of British Columbia, including the *British Columbia Business Corporations Act* and its articles and articles of incorporation and in particular the sale by Skye of the Purchased Shares held by it and completion of the transactions contemplated by this Agreement do not require approval by a shareholders resolution pursuant to Section 301 of that Act.

(c) Ownership and Authority of Purchased Shares. The Vendors are the legal, registered and beneficial owners of the number of Purchased Shares set out opposite his, her or its name in Exhibit A to this Agreement, with all right, title and interest therein, free and clear of all Encumbrances. The Purchased Shares being sold by each Vendor have been duly and validly issued and are fully paid and non-assessable. Each Vendor has the due and sufficient right and authority to enter into this Agreement on the terms and conditions contained herein and to transfer the legal and beneficial title and ownership of the Purchased Shares being sold by him, her or it to the Purchaser.

(d) Non-Contravention. The execution, delivery and performance of this Agreement and each of the other documents, instruments and agreements contemplated or referred to herein by the Vendors, and the completion of the transactions contemplated hereby and thereby, will not constitute (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) or result in a violation or breach of or default under, or allow any Person to excersise any rights under:

(i) any term or provision of any of the charter documents of the Vendor, if the Vendor is a corporation;

(ii) the terms of any contract to which any of the Vendors is a party or by which it or he is bound; or

(iii) any term or provision of any license, registration or qualification held by the Vendors or to which the Vendors are subject, under any order of any Governmental Authority or under any applicable Laws.

(e) Contractual and Regulatory Approvals. Except as disclosed in Schedule 4.1(e), the Vendors are not under any obligation, contractual or otherwise, to request or obtain the consent or approval of any Person, and no permits, licences, certifications, registrations authorizations or approvals of, or notifications to or filings with, any Governmental Authority are required to be obtained by the Vendors:

(i) by virtue of or in connection with the execution, delivery or performance by the Vendors of this Agreement or the completion of any of the transactions contemplated herein;

(ii) to avoid the loss of any licence, permit or other authorization or the violation, breach or termination of, or any default under, or the creation of any Encumbrance under the terms of, any applicable Laws; or

(iii) in order for the Company to carry on the Business in the Ordinary Course and in the same manner as presently conducted and to own, lease or use any of the property or assets utilized by the Company (including in the case of any intellectual property related to seeds and strains, to the extent of its rights or interests therein), and all existing permits, licences, certifications and registrations remain in good standing and in full force and effect as of and immediately following the completion of the transactions contemplated in this Agreement.

(f) Residence. The Vendors are not non-residents of Canada within the meaning of the Tax Act.

(g) No Other Purchase Agreements. Except for the Purchaser, no Person has any agreement, option, understanding or commitment, or any right or privilege (whether by Law, pre-emptive or contractual right) capable of becoming an agreement, option or commitment, including a right of conversion or exchange attached to convertible securities, warrants or convertible obligations of any nature, for the purchase from the Vendors of any of the Purchased Shares.

4.2 Representations and Warranties Regarding the Company

(a) Corporate Status. The Company is duly incorporated and validly existing and in good standing under the *Business Corporations Act* (Canada). The Company has never been struck from the register maintained under the *Business Corporations Act* (Canada), or been dissolved or liquidated and the Company has all requisite corporate power, capacity and authority to carry on the Business as it is now being conducted, to lease and operate the properties and assets now leased and operated by it.

(b) Issued and Authorized Capital. The Purchased Shares set out in Exhibit A to this Agreement represent all of the issued and outstanding shares in the authorized share structure of the Company. The Purchased Shares have been validly issued, are fully paid and non-assessable, and have not been issued in violation of any applicable Laws or any pre-emptive or preferential purchase rights. Upon completion of the transactions contemplated by this Agreement, the Purchaser will have good and valid title to the Purchased Shares, free and clear of all Encumbrances.

(c) Performance not in Violation. The performance of this Agreement will not be in violation of the notice of articles, articles, or any agreement to which the Company is a party and will not give any Person any right to terminate or cancel any agreement or any right enjoyed by the Company and will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against the Purchased Shares or the Assets.

(d) Absence of Options. No Person has any agreement, right or option, present or future, contingent, absolute or capable of becoming an agreement, right or option or which with

the passage of time or the occurrence of any event could become an agreement, right or option:

(i) to require the Company to issue any further or other shares in its capital or any other security convertible or exchangeable into shares in its capital or to convert or exchange any securities into or for shares in the capital of the Company;

(ii) to require the Company to purchase, redeem or otherwise acquire any of the issued and outstanding shares in the capital of the Company; or

(iii) to acquire any of the issued and outstanding shares in the capital of the Company including the Purchased Shares.

(e) Subsidiaries. The Company does not have any subsidiaries or own any securities issued by, or any equity or ownership interest in, any other Person. The Company is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any other Person.

(f) Directors and Officers. The directors and officers of the Company are as follows:

(i) Calogero Caruso – Chief Operating Officer and Director;

(ii) Paolo Gervasi - Director; and

(iii) Stevan Perry – Chief Executive Officer and Director;

each of whom have been duly elected or appointed.

(g) Financial Statements. The Financial Statements have been prepared in accordance with GAAP applied on a basis consistent with that of prior fiscal years of the Company, and present fairly the Assets and Liabilities of the Company as at the end of the periods represented thereby, and the financial position of the Company as at the date thereof and the results of the Company's operations and the changes in the Company's financial position for the periods then ending.

(h) Corporate Records. Except as set out in Schedule 4.2(h), the corporate records and minute books of the Company do not omit any minutes of meetings or written resolutions passed by the directors and shareholders of the Company held since its formation which would be materially inconsistent with the terms of this Agreement or the Financial Statements, or include any material undisclosed obligations or liabilities of the Company. The securities register and the register of directors for the Company are complete and accurate and such equity ownership records accurately reflect the current share ownership of the Company. The Company is not subject to any shareholders' agreement.

(i) Assets.

(i) Except for the Leased Premises and with regard to seeds and strains used in the Business only to the extebnt of the Company's rights thereto or interests therein, the Company has good and marketable title to all of its Assets, including, without

limitation, all of those Assets reflected in the balance sheets included in the Financial Statements or acquired since the date of the balance sheets included in the Financial Statements, free and clear of all Encumbrances. None of the Company's Assets are in the possession of or under the control of any person other than the Company. The Assets comprise all of the assets, licenses, permits and property necessary to carry on the Business.

(ii) There is no agreement, contract, option, commitment or other right in favour of, or held by, any Person to acquire or possess any of the Assets.

(iii) The Assets, together with the Leased Premises, any leased tangible personal property or any licensed intangible property, constitute all of the rights, assets and properties that are usually and ordinarily used in connection with the Business, and include all rights, assets, licences, permits and properties the use and exercise of which are necessary for the performance of any contract of the Company and compliance with any permit by the Company by and for the conduct of its Business as now conducted.

(iv) All tangible personal property and equipment (including vehicles) used by the Company in connection with the Business is in good working order and repair, normal wear and tear excepted.

(v) The Vendors have provided the Purchaser with a complete and accurate list of all of the Assets of the Company with a value of $25,000 or greater, and a listing of all genetics, seeds and strains in which it has rights or interests in connection with the Business.

(j) Accounts Receivable. All accounts receivable have arisen from bona fide transactions by the Company in the Ordinary Course of the Business. To the knowledge of the Vendors, there is no contest, claim, defense or right of set-off, other than returns in the Ordinary Course of the Business of the Company, with any account debtor of an account receivable relating to the amount or validity of such account receivable. The reserve for bad debts (if any) set forth on the Financial Statements reflects the Company's normal accounts receivable valuation policies in accordance with GAAP consistently applied.

(k) Liabilities. The Company has no Liabilities except (a) those that are adequately reflected in the Financial Statements, and (b) those that have been incurred in the Ordinary Course consistent with past practice since the date as at which the Financial Statements were prepared and that are not, individually or in the aggregate, material in amount.

(l) Related Party Obligations. Except for the Exchange Debt, the Company does not have any Related Party Obligations, and the Company will not be indebted to any officer, director or shareholder with respect to shareholder loans, bonuses, dividends, salary, severance pay or otherwise as of Closing except as otherwise set out in this Agreement.

(m) Real Property Matters.

(i) Other than a leasehold interest in the Leased Premises, the Company has no ownership interest in any real property, and is not a party to any lease or

agreement to lease or sublease in respect of any real property, whether as lessor or lessee or sublessor or sublessee, other than the Leased Premises.

(ii) The lease in respect of the Leased Premises is in full force and effect, and no material event(s) of default on the part of the tenant or the landlord, remain outstanding under the lease in respect of the Leased Premises.

(iii) Other than the lease in respect of the Leased Premises, there are no contracts, agreements, instruments, leases, engagements or commitments between the landlord and tenant, or sub-landlord and subtenant, or other relevant parties, relating to the use and occupation of the Leased Premises, and no Person other than the Company occupies or uses any portion of the Leased Premises.

(iv) The Leased Premises are zoned to permit the activities carried on by the Business. The Company has adequate rights of ingress and egress to the Leased Premises occupied by it for the operation of the Business, and the Leased Premises are fully serviced and have suitable access to public roads. With respect to the Leased Premises, there are no presently pending or threatened, proceedings to condemn or demolish the Leased Premises or any part thereof, or declare the Leased Premises or any part thereof a nuisance.

(n) Licenses and Permits. The Company holds all licenses and permits required in order for it to own or lease any of the property or assets utilized by the Company and to carry on the Business as carried on at and up to Closing. Schedule 4.2(n) sets out a complete list of all licenses and permits held by or granted to the Company and there are no other licenses or permits necessary to carry on the Business or to own or lease any of the property or assets utilized by the Company. Except as set out in Schedule 4.2(n), disclosed to the Purchaser and expressly acknowledged by the Purchaser, each such license or permit is valid, subsisting and in good standing, and the Company is not in default or breach of any such license or permit, and no notice of breach, default or defect in respect of any of their terms has been received by the Company. Except as set out in Schedule 4.2(n), no proceeding is in progress or pending, or to the knowledge of the Vendors, threatened, to revoke, amend, limit or refuse renewal of any such license or permit. No authorization, license, approval, consent, order or any other action of, or any registration, declaration, filing or notice with or to any Governmental Authority or any other Person is required under or in respect of any such permits in order to complete the transactions contemplated by this Agreement other than as set out in Schedule 4.1(e). The Vendors have provided a true and complete copy of each of the licenses and permits held by the Company and all amendments thereto to the Purchaser.

(o) Bank Accounts. The Vendors have provided the Purchaser with a complete and accurate listing of the name and address of each bank, trust company or similar financial institution in which the Company has an account, safe deposit box or other banking facility, including account numbers and the names of all persons authorized to transact business in respect of those accounts.

(p) Computer Systems and Cybersecurity.

(i) the Company's computer systems, including, without limitation, mainframes, minicomputers, personal computers, laptop computers and special purpose systems, are operational and suitable for the purpose for which they are currently used by the Company in the Ordinary Course of the Business;

(ii) the Company has not been subject to a cybersecurity breach; and

(iii) the Company has not been notified of any instances of non-compliance with applicable privacy Laws.

(q) Employee Matters.

(i) Schedule 4.2(q) contains a complete and accurate list of the names of all employees and contractors of the Company as at the date hereof, and includes an accurate description of the compensation and position, of each such employee or contractor. Except as otherwise provided in this Agreement, the Company is not a party to any contract, agreement or other commitment, whether oral or written, with any employee other than oral contracts of indefinite duration which are terminable by the Company without cause on reasonable notice as determined in accordance with applicable Laws.

(ii) No compensation is payable to any employee, contractor director or officer of the Company, by way of salary, bonus, fees or otherwise, and there are no agreements or understandings between the Company and any such Person with respect to the payment of any such compensation, except as set out in Schedule 4.2(q), other than Ordinary Course compensation increases, consistent with past practice, and other than Ordinary Course bonus payments, accruals and entitlements, consistent with past practice. All vacation pay has been properly accrued by the Company and is reflected in the Financial Statements. To the knowledge of the Vendors, none of the employees or contractors of the Company is in violation of any term of any non-disclosure, non-competition or similar agreement between him or her and the Company. The consummation of the transactions hereunder will not cause the making of a payment to any of the employees, contractors, directors or officers of the Company or the acceleration of any payment to any such Person. No employee or contractor of the Company has any right or interest in the goodwill of the Business or any portion thereof including, without limitation, the exclusive right to service or maintain any clientele or customers of the Business.

(iii) The Company is not a party to any collective agreements or other contracts or agreements with any trade union, employee organization or association currently in force or any associated or related company (within the meanings thereof under the applicable federal and provincial labour codes) (whether or not the expiry date of such collective agreement or other contract or agreement has passed) and there are no voluntary recognitions relating to and no pending applications for certification. To the knowledge of the Vendors, there are no current attempts to organize, establish or certify any labour union or employee association with respect to any other employees of the Company.

(iv) There is no Employee Plan in respect of employees of the Company except as set out in Schedule 4.2(q) which sets out the details of all employee benefits. The Company does not have, and has not previously had, a pension plan or profit sharing plan. There are no benefits owing to any employee of the Company or accrued for any years other than the current year.

(r) Employment Laws. The Company is and has at all times been in compliance in all material respects with all applicable employment Laws (including, without limitation, employment standards Laws) and all statutory employee plans with which the Company is required to comply including, without limitation, the Canada Pension Plan or plans administered pursuant to applicable social security, health coverage, workers' compensation, workers' safety and insurance and unemployment insurance legislation.

(s) Workers' Compensation: There are no fines, notices of reassessment or penalty assessment or any other communications related thereto which the Company has received from any Governmental Authority relating to any workers' compensation or occupational health and safety regime or any similar regulatory regime administered by a Governmental Authority, and there are no assessments relating to such regimes which are unpaid on the date hereof, and the Company has not been reassessed in any material respect under such legislation during the past three (3) years.

(t) Litigation. There are no actions, suits, judgments, investigations or proceedings outstanding or pending, or to the knowledge of the Vendors, threatened, by or against or affecting the Company at law or in equity or before or by any Governmental Authority and to the best of the Vendors' knowledge there is no basis for any such action, suit, judgment, investigation or proceeding.

(u) Insurance.

(i) The Company and the Assets are covered by such insurance as is typical in the industry in which the Company operates, to at least the minimum coverage in amounts required by applicable Laws or by the terms of any contracts to which the Company is party.

(ii) Each insurance policy held by the Company is in good standing, all premiums required to be paid by the Company have been properly paid, there have been no misrepresentations or failures to disclose material facts, and there has been no refusal to renew any of the policies and to the knowledge of the Vendors, no facts exist which might reasonably be expected to render any of the policies invalid or unenforceable. There are no claims pending under such insurance policies.

(iii) The Vendors have provided the Purchaser with the particulars of the Company's insurance polcies.

(v) Tax Matters.

Prior to the Closing Date:

(i) The Company has duly filed on a timely basis and in the manner prescribed by applicable Laws all Tax returns required to be filed by it with the appropriate Governmental Authority and all such Tax returns are true, correct and complete in all material respects. True, complete and accurate copies of the Tax returns and any amendments thereto filed by the Company for its fiscal years ended 2020, 2021 and 2022, and all notices of assessment and reassessment and all correspondence with Governmental Authority relating thereto have been provided to the Purchaser.

(ii) The Company has, on a timely basis, paid all Taxes which were due and payable prior to the Closing Date and all reassessments, penalties, interest and fines due and payable by or assessed against it.

(iii) The Company has made all elections required to be made under the Tax Act in connection with any distributions by the Company and all such elections were true and correct and in the prescribed form and were made within the prescribed time periods.

(iv) All Taxes required to be withheld or collected by the Company have been duly withheld and collected and the Company has remitted or will remit such amounts to the appropriate Governmental Authority within the time prescribed for doing so under applicable Laws.

(v) There are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any Tax return by, or payment of, any Tax, governmental charge or deficiency by the Company. The Vendors are not aware of any contingent liabilities for Tax or any grounds, which would prompt an assessment or reassessment, including aggressive treatment of income and expenses in filing earlier Tax returns.

(vi) The Company has not received notice of any actions, suits, proceedings, investigations, audits, arbitrations, appeals, notices of objection, assertions or claims, nor are any such matters threatened against the Company in respect of Taxes. There are no matters under discussion with any Governmental Authority relating to Taxes and the Company has not received any indication that any Governmental Authority has raised any issues involving Taxes that are currently unresolved.

(vii) Each Tax account maintained by the Company and the associated account numbers have been provided by the Vendors to the Purchaser.

(w) Environmental Matters. As of the Closing Date, the Company has not received any notice of non-compliance with any environmental Laws, or ever been convicted of an offence for non-compliance with any environmental Laws or been fined or otherwise sentenced or settled any such prosecution before conviction and, to the knowledge of the Vendors, there is no claim of such nature pending or threatened against the Company.

(x) Sensitive Payments. Neither the Company nor any other Person acting on behalf of the Company, including any of its representatives:

(i) have ever been found by a Governmental Authority to have violated any criminal or securities Laws or is subject to any indictment or any government investigation for bribery. Neither of the Vendors nor any of the current or former representatives of the Company are or were public officials; or

(ii) have made, directly or indirectly, any illegal payment, gift, bribe, kickback, political contribution or other payment, regardless of form, whether in money, property, or services, to any Person (including any employee, company, organization or Governmental Authority), resulting in each case, in the Company being in violation of any Law applicable to the payor or the payee, including to:

A. obtain favourable treatment in securing business or to otherwise obtain special concessions; or

B. pay for favourable treatment for business secured or special concessions obtained in the past.

(y) [Intentionally Deleted]

(z) [Intentionally Deleted]

(aa) [Intentionally Deleted]

(bb) Fees. Except as disclosed in Schedule 4.2(bb), neither of the Vendors nor any of their Affiliates nor the Company have retained, engaged or entered into any contract, agreement or commitment (whether written or oral) with any Person who is or will be entitled to a retention bonus, employee incentive payments, change of control payments, broker's commission, finder's fee, investment banker's fee or similar payment in connection with the negotiation, execution or performance of this Agreement or introducing the Parties to each other.

(cc) Absence of Changes. Since the date of the most recent Annual Financial Statements, the Company has conducted the Business in the Ordinary Course and consistent with past practices and the Company has not suffered any Material Adverse Change.

(dd) Material Contracts. Schedule 4.2(dd) is a true and complete list of all Material Contracts, which includes, where applicable, a description of those Material Contracts that are verbal or which have otherwise not been reduced to writing. The Company has performed all of the obligations required to be performed in all material respects by it and is entitled to all benefits under and is not in default or alleged to be in default in respect of, any Material Contract to which it is a party or beneficially entitled, subject to, or by which it is otherwise bound. All Material Contracts are in good standing and in full force and effect, and no event, condition or occurrence exists which, after notice or lapse of time or both, could reasonably be expected to constitute a default by the Company (or, to the knowledge of the Vendors, a default by any other party) under any of the foregoing. All of the Material Contracts are valid, binding and enforceable in accordance with their terms upon the Company and, to the knowledge of the Vendors, the other parties thereto and, except as set forth in Schedule 4.2(dd), none of the Material Contracts have been amended. The Company has not received any notice of any default, breach or

termination of any of the Material Contracts and, to the knowledge of the Vendors, there is no fact or circumstance (including the completion of the transactions contemplated by this Agreement) which would, or is likely to, result in such a default, breach or termination. The Company has provided to the Purchaser true and complete copies of each written Material Contract, including all amendments thereto, and an accurate written summary of any oral Material Contracts (including in respect of the lease for the Leased Premises).

(ee) Intellectual Property and Websites. Schedule 4.2(ee) lists all intellectual property that is owned by or licensed to the Company and material to the Business or operations of the Company, including any website, domains, software and applications used or developed in connection with the operation of the Business and the genetics, seeds and strains used by the Company and in which it has rights to use or other interests, which may not be exclusive. No resources of the Company have been used in the creation or development of any intellectual property which is not solely owned by, and the property of, the Company or which the Company has the right to use as disclosed in Schedule 4.2(ee). The Company has the sole right to use the name "Sirona Farms Inc." and its intellectual property, trademarks, websites and email addresses, free and clear of all Encumbrances. To the knowledge of the Vendors, the conduct of the Business does not infringe the intellectual property or contractual rights or obligations of any Person is in accordance with any and all agreements pursuant to which the Company has the right to use or license any third party intellectual property and neither the Vendors nor the Company have received notice of any such violation.

(ff) Website and Email Addresses. The Company has and will have at Closing good and marketable title to, and the sole and exclusive right to direct traffic with respect to, all websites and email addresses used in respect of the Company.

(gg) Change of Control Provisions. Except as set out in Schedule 4.2(gg) hereto, there is no authorization, approval, consent or order required from any Person, or any registration, declaration, filing or notice with any person, under or pursuant to any of the Material Contracts in respect of the execution or delivery by the Vendors of this Agreement, or the completion or performance by the Vendors or the Company of any of the transactions contemplated by this Agreement, or the validity or enforceability of this Agreement.

(hh) COVID-19 Response. Set forth in Schedule 4.2(hh) is a list with particulars of:

(i) each COVID-19 Program accessed or used by the Company and any details of the Company's response to COVID-19;

(ii) details of any employee lay-offs or terminations that have occurred as a result of the COVID-19 pandemic;

(iii) details of any extensions or relief from covenants under any of the Company's Indebtedness that has been sought and/or provided as a result of the COVID-19 pandemic; and

(iv) details as to any force majeure or any similar 'excusable' delay granted, or requested and denied, under any contract (either by the Company or any counter-

party to any contract to which the Company is a party),

and such list and details are accurate and complete in all material respects.

(ii) Misconduct.

(i) There have been no claims or proceedings commenced or, to the knowledge of the Vendors, threatened, with respect to sexual harassment or sexual misconduct against:

A. any senior management employees, officers or directors of the Company; or

B. any employee who, directly or indirectly, supervises any other employee of the Company.

(ii) The Company has not entered into any settlement agreements or conducted any investigations related to allegations of sexual harassment or sexual misconduct by an employee, contractor, officer, director or other representative of the Company within the past five (5) years.

(jj) Health Canada. The Vendors have provided to the Purchaser all notices, correspondence, submissions, reports, filings and applications made to or received from Health Canada or any other Governmental Authorities in respect of its status as a licensee and cannabis and related products producer under the *Cannabis Act* (Canada) and related policies and regulations.

(kk) Product Manufacturing and Quality. All products of the Company and/or the Business have been developed, manufactured, packaged, labelled, distributed, sold and marketed, in compliance with applicable Laws and with any standards that are relevant or necessary to sell the products for their intended purpose. To the extent that a product has been marketed as being certified by a regulatory body or recognized certification authority, all such products have met the requirements of certification at the time of its supply or sale to customers. The Company's facilities (including the Leased Premises and any currently or previously other owned, leased or licensed facility) are not and have not been subject of any audit or investigation regarding violations or alleged violations, or found to be in violation of, nor has received from any Governmental Authority any inquiry alleging any material violation of, applicable Laws by it with respect to the development, manufacture, packaging, labelling, distribution, sale or marketing of any product. The Company has not received any statement, citation, notice, ruling or order by any Governmental Authority stating that any product developed, manufactured, packaged, labelled provided, sold, designed, marketed or distributed is harmful, defective or unsafe or fails to meet any standards promulgated by any such Governmental Authority. The Company has maintained all records as required by applicable Laws with respect to the distribution, sale and marketing of the products. There has been no recall or investigation in respect of any product designed, manufactured, assembled, distributed, marketed, serviced, sold or delivered by the Company.

(ll) General.

(i) All information set out in the Exhibits and Schedules to this Agreement is true, correct and complete in all material respects.

(ii) All Material Contracts, permits and other material documents referred to in this Agreement or in any Schedule hereto, in each case relating to the representations and warranties made by the Vendors, have been provided to the Purchaser and constitute complete and correct copies thereof (including all amendments thereto).

5. VENDORS' SURVIVAL AND RELIANCE

5.1 Survival of Vendors' Representations

(a) The representations and warranties contained in this Agreement shall only be qualified to the extent explicitly set forth in this Agreement.

(b) The representations and warranties of the Vendors hereunder shall survive the Closing and the payment of the Purchase Price and, notwithstanding the Closing and the payment of the Purchase Price and/or the waiver of any condition by the Purchaser, the representations and warranties of the Vendors shall survive the Closing and shall continue in full force and effect until November 26, 2024 for all matters except:

(i) the representations and warranties of the Vendors set out under Section 4.2(v) (Taxes) shall survive the Closing and continue in full force and effect until six (6) months after the expiration of the period during which an assessment, reassessment or other form of recognized document assessing liability for Taxes under applicable tax Laws in respect of any taxation year to which such representations and warranties extend, could be issued under such tax Laws to the Company;

(ii) the Vendors' Fundamental Representations shall survive the Closing and continue in full force and effect, subject only to applicable limitation periods imposed by applicable Laws; and

(iii) a claim for breach of any of the representations and warranties by the Vendors in or pursuant to this Agreement involving fraud or intentional misrepresentation on the part of the Vendors or the Company may be made against the Vendors at any time following the Closing Date, subject only to applicable limitation periods imposed by applicable Laws.

6. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to and in favour of the Vendors as follows and acknowledges that the Vendors are relying on such representations and warranties in connection with their execution and delivery of this Agreement and in completing the transactions contemplated by this Agreement:

(a) Status and Capacity. The Purchaser is a corporation duly formed and validly existing and in good standing under the *Business Corporations Act* (British Columbia) and has the power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) Authorization, Execution and Delivery. This Agreement has been duly authorized, executed and delivered by the Purchaser and constitutes a valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms (subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable Laws relating to or affecting creditor's rights generally, and to general principles of equity).

(c) Non-Contravention. The execution, delivery and performance of this Agreement and each of the other documents, instruments and agreements contemplated or referred to herein by the Purchaser, and the completion of the transactions contemplated hereby and thereby, will not constitute or result in a violation or breach of or default under:

(i) any term or provision of the notice of articles or articles of the Purchaser;

(ii) the terms of any contract to which the Purchaser is a party or by which it is bound; or

(iii) any term or provision of any license, registration or qualification held by the Purchaser or to which the Purchaser is subject, under any order of any Governmental Authority or under any applicable Laws.

(d) Issuance of Consideration Shares and Escrow Shares. Upon Closing, the Consideration Shares and Escrow Shares will have been validly issued as fully paid and non-assessable shares and the Vendors will have good and valid title to the Consideration Shares and Escrow Shares issued to the Vendors.

7. PURCHASER'S SURVIVAL AND RELIANCE

7.1 Survival of Purchaser's Representations

(a) The representations and warranties of the Purchaser hereunder shall survive the Closing and the purchase of the Purchased Shares and, notwithstanding the Closing and the purchase of the Purchased Shares, the representations and warranties of the Purchaser shall continue in full force and effect for the benefit of the Vendors for until November 26, 2024. The Purchaser acknowledges and agrees that the Vendors have entered into this Agreement relying on the warranties and representations and other terms and conditions of this Agreement notwithstanding any independent searches or investigations that have been or may be undertaken by or on behalf of the Vendors and that no information which is now known or should be known or which may hereafter become known to the Vendors or their professional advisers shall limit or extinguish the right to indemnification hereunder.

8. CLOSING TRANSACTIONS

8.1 Time and Place

The Closing shall take place at the Closing Time by electronic exchange of documents or at such other time and date, or both, as the Parties or their respective counsel may agree upon.

8.2 Vendors' Closing Documents

At the Closing, the Vendors shall deliver the following to the Purchaser:

(a) Resolutions of the Company. Resolutions of the directors of the Company, executed by all of the directors of the Company, approving the completion of the transactions contemplated by this Agreement, including the transfer of the Purchased Shares from the Vendors to the Purchaser, and the execution and delivery all documents, instruments and agreements required to be executed and delivered by the Company pursuant to this Agreement in the form reasonably acceptable to the Purchaser.

(b) Resolutions of Skye. Resolutions of the directors of Skye approving the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement, including the transfer of the Purchased Shares from the Vendors to the Purchaser, and the execution and delivery all documents, instruments and agreements required to be executed and delivered by Skye pursuant to this Agreement in the form reasonably acceptable to the Purchaser.

(c) Share Certificates. Share certificates or non-transferable written acknowledgements representing the Purchased Shares issued in the names of each respective Vendor, duly endorsed for transfer to the Purchaser or accompanied by duly executed stock powers in the form reasonably acceptable to the Purchaser.

(d) Resignation and Releases. The resignations of all current directors and officers of the Company, together with a release of all claims against the Company in the form reasonably acceptable to the Purchaser.

(e) Releases. Releases of all claims against the Company arising prior to the Closing Date by each of the Vendors in their capacity as shareholders or creditors of the Company in a form reasonably acceptable to the Purchaser.

(f) Third Party Indebtedness, Releases and Discharges. Duly executed releases and discharges of all Encumbrances affecting the Purchased Shares and all historical Indebtedness, in the form reasonably acceptable to the Purchaser.

(g) Consents. All authorizations, licences, approvals, consents, orders, registrations, declarations, filings and notices required to consummate the transactions contemplated by this Agreement in a form acceptable to the Purchaser.

(h) Certificate of good standing. Certificates of good standing or equivalent with respect to each of the Company and Skye, in each case issued in their respective jurisdictions of incorporation.

(i) Escrow Agreement. A duly executed Escrow Agreement in a form acceptable to the Vendors' Solicitors and Purchaser's Solicitors, acting reasonably.

(j) Debt Exchange Agreements. A duly executed Debt Exchange Agreements with each of the Exchange Creditors in a form acceptable to the Vendors' Solicitors and Purchaser's Solicitors, acting reasonably.

(k) Certificate of Skye. A certificate signed by Stevan Perry as a director of Skye certifying its status as a holding company for investments, including in the shares of the Company in a form satisfactory to the Purchaser, acting reasonably.

(l) Additional Documents and Assurances. All other duly executed deeds, bills of sale, conveyances, transfers, assignments, instruments, documents and assurances as may be required by the Purchaser to effect and evidence the consummation of the transactions contemplated by this Agreement including, without limitation, the transfer of the Purchased Shares to the Purchaser, free and clear of all Encumbrances, in the form and content acceptable to the Purchaser, acting reasonably.

8.3 Purchaser's Closing Documents

At the Closing, the Purchaser shall deliver the following to the Vendors:

(a) Resolutions. Resolutions of the directors of the Purchaser approving the completion of the transactions contemplated by this Agreement including, without limitation, the execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by the Purchaser pursuant to this Agreement in the form reasonably acceptable to the Vendors.

(b) Escrow Agreement. A duly executed Escrow Agreement in a form acceptable to the Vendors' Solicitors and Purchaser's Solicitors, acting reasonably.

(c) Share Certificates. Share certificates or non-transferable written acknowledgements representing the Consideration Shares and Escrow Shares issued in the names of the Vendors.

(d) Debt Exchange Agreements. Duly executed Debt Exchange Agreements and in a form acceptable to the Vendors' Solicitors and Purchaser's Solicitors, acting reasonably.

(e) Payment Agreement. A duly executed Payment Agreement in a form acceptable to the Vendors' Solicitors and the Purchaser, acting reasonably.

(f) Skye Note. A duly executed Skye Note in favour of Skye in a form acceptable to the Vendors' Solicitors and Purchaser's Solicitors, acting reasonably.

(g) Security. A duly executed general security agreement in favour of the Vendors in a form acceptable to the Vendors' Solicitors and Purchaser's Solicitors, acting reasonably.

(h) Additional Documents and Assurances. All other duly executed deeds, instruments, documents and assurances as may be required by the Vendors to effect and evidence the

consummation of the transactions contemplated by this Agreement all of which shall be in the form and content acceptable to the Vendors, acting reasonably.

9. NON-COMPETITION/NON-SOLICITATION/CONFIDENTIALITY

9.1 Non-Competition

Each of the Vendors (each, a "**Restricted Party**" and together, the "**Restricted Parties**") covenant in favour of the Purchaser and its Affiliates that, during the Restricted Period, each Restricted Party will not, and will cause each of its Affiliates to not, without the prior written consent of the Purchaser, either alone or in partnership or jointly or in conjunction with any Person or Persons, whether as principal, agent, partner, co-venturer, securityholder, investor, creditor, director, officer, employee, advisor, consultant or in any other capacity whatsoever, directly or indirectly:

(a) carry on, manage, organize, participate in, be engaged or interested in, or concerned with, any business carried on within Canada which is competitive with all or any part of the Business (a "**Competing Business**");

(b) have any financial or other interest (including without limitation, an interest by way of royalty or other compensation arrangements) in, or in respect of, a Competing Business; or

(c) advise, lend money to, guarantee the debts or obligations of, or permit his, her or its name or any part thereof to be used or employed by any Person engaged or concerned with or interested in any Competing Business,

provided, however, that this Section 9.1 shall not be construed as preventing a Restricted Party or their respective Affiliates from owning in the aggregate, directly or indirectly, not more than 2% of the issued and outstanding securities of a corporation which carries on a Competing Business, provided that such securities are traded on a stock exchange or in the over-the-counter market.

9.2 Non-Solicitation

Each of the Restricted Parties covenants with the Purchaser that, during the Restricted Period, each Restricted Party will not, and will cause each of its Affiliates to not, without the prior written consent of the Purchaser, either alone or in partnership or jointly or in conjunction with any Person or Persons, whether as principal, agent, partner, co-venturer, securityholder, investor, creditor, director, officer, employee, advisor, consultant or in any other capacity whatsoever, directly or indirectly:

(a) solicit or hire away any employee of the Company or attempt to direct any such employee away from the Company; or

(b) solicit or attempt to solicit any Person who was a customer, advance prospect, supplier, dealer, agent, distributor, consultant, independent contractor, advisor or other Person in the habit of dealing with the Company at any time during the twenty-four (24) month period prior to the Closing Date for the purpose of interfering with, or encouraging them

to alter or terminate their business relationships with the Company, or for the purpose of otherwise soliciting any business from such Person for a Competing Business.

9.3 Confidential Information

(a) As used in this Section 9.3, "**Confidential Information**" means any confidential, proprietary or non-public information pertaining to or concerning the Business, including, without limitation, such information in the possession of the Vendors (or any one of them) prior to the Closing Time or obtained by any representative of any of them. "Confidential Information" includes, without limitation, all budgets, forecasts, analyses, marketing techniques, financial results (including the contents of any financial information provided pursuant to Section 2.8), costs, pricing, margins, wages and salaries, bids and other business activities, all supplier and customer lists, all non-public intellectual property including trade secrets, unfiled patents, trade-marks, technical expertise and know-how, documentation including standard terms and agreements and all other information not generally known outside the Business except to Persons through normal course business dealings with the Business.

(b) The Parties agree that the Purchaser and its Affiliates may suffer great loss and injury if a Restricted Party disclosed any Confidential Information, used such Confidential Information, or caused such Confidential Information to be used to compete with them or the Business. Therefore, each Restricted Party shall, and shall cause their Affiliates and representatives, and any Affiliates thereof to, keep in the strictest confidence, and not disclose or use or cause to be used or disclosed, without the consent of the Purchaser, whether directly or indirectly, and in any capacity, any Confidential Information. Each Restricted Party shall take, and shall cause their Affiliates and representatives, and any Affiliates thereof to take, all reasonable precautions, including the establishment of appropriate procedures and disciplines, to safeguard the confidential nature of the Confidential Information. These precautions shall be at least as great as the precautions the Restricted Party takes to protect their own Confidential Information.

(c) The foregoing restrictions on disclosure shall not apply to the extent that: (i) the Confidential Information is required to be disclosed pursuant to applicable Laws or pursuant to policies or regulations of any Governmental Authority having jurisdiction or pursuant to court order; (ii) the Confidential Information is or becomes generally available to the public other than as a result of an unauthorized disclosure by a Restricted Party, its Affiliates, representatives, and any Affiliates thereof; or (iii) the Purchaser has otherwise consented to such disclosure. In the event that a Restricted Party or any of its Affiliates or representatives, or any Affiliates thereof, is required to make a disclosure of Confidential Information that is required by applicable Laws or pursuant to policies or regulations of any Governmental Authority having jurisdiction or pursuant to any court order, the Restricted Party shall, to the extent permitted by applicable Laws or such court order, promptly notify the Purchaser in writing prior to making such disclosure and shall permit the Purchaser, at the expense of the Purchaser, to seek a protective order or take other appropriate actions, and shall reasonably cooperate in the Purchaser's efforts, to maintain the confidentiality of the Confidential Information.

The Parties agree that nothing in this Section 9.3 shall be construed to limit or negate any common law of torts or trade secrets that provides the Purchaser and its Affiliates with broader protection than that provided herein.

9.4 Acknowledgement

Each Restricted Party hereby acknowledges and agrees that all restrictions contained in this Article 9 constitute separate and independent restrictions, are reasonable and valid and hereby waives all defences to the strict enforcement thereof by the Purchaser, and that the duration, extent and application of each restriction are no greater than is reasonable and necessary to protect the interests of the Purchaser, its subsidiaries and the Business, and to ensure that the Purchaser receives the full benefit of the goodwill of the Business including, without limitation, the relationship of the Business with its customers, suppliers, subcontractors and employees. Furthermore, notwithstanding any other provision contained herein, each Restricted Party acknowledges that a breach of any of the provisions of this Article 9 will result in the Purchaser and its Affiliates suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, each Restricted Party agrees that, in addition to any other relief to which the Purchaser may become entitled, the Purchaser shall be entitled to interim and permanent injunctive relief, specific performance and other equitable remedies.

10. INDEMNITIES

10.1 Indemnity by the Vendors

(a) The Vendors hereby jointly and severally indemnify and save the Purchaser, its successors and assigns, and Affiliates, and their respective officers, directors, employees, representatives and agents (collectively, the "**Purchaser Indemnitees**") harmless from and against all Losses suffered or incurred by such Purchaser Indemnitees as a result of or arising from, out of, with respect to or in connection with any of the following:

(i) any representations or warranties of the Vendors contained in this Agreement or in any certificates delivered by or on behalf of the Vendors at Closing being untrue;

(ii) a breach or non-fulfillment of any agreement, term or covenant on the part of the Vendors made or to be observed or performed under this Agreement or any other agreement or document delivered pursuant hereto;

(iii) any and all Taxes which the Purchaser or the Company is or becomes liable to pay arising in respect of, by reference to or in consequence of any act, omission, event, occurrence or transaction involving the Vendors or the Company that occurred or that is deemed to have occurred on or before Closing;

(iv) Indebtedness and Related Party Obligations accrued by the Company but unpaid prior to Closing that is to be repaid by the Purchaser;

(v) any and all actions, claims, demands, lawsuits, assessments, arbitrations, judgments, awards, decrees, orders, injunctions, prosecutions and investigations,

or other proceedings, of, by, against, or relating to, the Company, any of the Assets or the Business pertaining to periods prior to Closing;

(vi) any claims for indemnification made by a third party against the Company with regard to any facts, circumstances, events, conditions or occurrences in existence on or prior to the date hereof pursuant to any contracts of the Company, including the Material Contracts; and

(vii) any facts, circumstances, events, conditions or occurrences in existence on or prior to the date hereof, relating directly or indirectly to the Company, the Business, or the Assets, even though the damages in respect of such fact, circumstance, event, condition or occurrence may be suffered or otherwise occur after the date hereof, except to the extent that the liability in respect thereof (i) is reflected on the Financial Statements or (ii) is specifically disclosed in this Agreement.

(b) For the purposes of this Section 10.1, (i) unless otherwise specified herein, losses of the Purchaser Indemnitees are not limited to matters asserted by third parties against the Purchaser Indemnitees but include Losses incurred by the Purchaser Indemnitees in the absence of third party claims and (ii) payments by the Purchaser Indemnitees of amounts for which the Purchaser Indemnitees are indemnified shall not be a condition precedent to recovery.

10.2 Recourse to Escrow Shares

(a) In the event that any Vendor does not make timely payment of any Claim in accordance with Section 10.5 to the Purchaser Indemnitees payable in cash, the Purchaser shall be entitled to, at the sole option of the Purchaser (i) set-off the amount of the Claim against any amount due and owing by the Company and the Purchaser to a Vendor pursuant to this Agreement on a dollar-for-dollar basis, and/or (ii) require that such Vendor transfer Escrow Shares (at the discretion of the Purchaser) to the Purchaser in satisfaction of that particular Vendor's indemnification liability only.

(b) Where Escrow Shares are transferred by a Vendor to the Purchaser in full or partial satisfaction of a Claim in accordance with Section 10.5 (in each case, the "**Surrendered Shares**"), the amount that shall be set-off against such Claim in respect of such Surrendered Shares shall be the Repurchase Price.

(c) Each of the Vendors irrevocably makes, constitutes and appoints the Purchaser (and its successors) as its true and lawful attorney and agent in the circumstances where such Vendor is obliged to surrender Escrow Shares to the Purchaser pursuant to this Section 10.2 with full power and authority in such Vendors' name, place and stead to execute and deliver all agreements, deeds, transfers, assignments, instruments, documents, proxies, resolutions and assurances necessary to effect the transfer of Escrow Shares contemplated thereunder, such appointment, being coupled with an interest, being irrevocable by such Vendor and extending to the heirs, executors, administrators, successors and permitted assigns of such Vendor. The power of attorney granted under this Section 10.2(c) shall not be revoked by the insolvency or bankruptcy of any of the Vendors, and each of the Vendors agrees to ratify and confirm all that the Purchaser and

its successors may do or cause to be done pursuant to the foregoing. Each of the Vendors hereby agrees to be bound by any act of the Purchaser and any successor thereto, while acting in good faith pursuant to the within power of attorney, and hereby waives any and all defences which may be available him, her, they or it, to contest, negate or disaffirm the action of the Purchaser and any successor thereto taken in good faith in accordance with the terms of the within powers of attorney.

10.3 Indemnity by the Purchaser

(a) The Purchaser shall indemnify and save the Vendors harmless from and against all Losses suffered or incurred by the Vendors as a result of or arising directly or indirectly from, out of, with respect to or in connection with any of the following:

(i) any representations or warranties made on the part of the Purchaser in this Agreement and in any certificates delivered by or on behalf of the Purchaser at Closing being untrue; and

(ii) a breach or non-fulfillment of any agreement, term or covenant on the part of the Purchaser made or to be observed or performed under this Agreement or any other agreement or document delivered pursuant hereto.

(iii) This indemnification is limited per Vendor to an amount equal to the maximum of the number of Consideration Shares or Exchange Shares received on Closing by that Vendor, multiplied by $25. This indemnification is also limited in time and will end on November 26, 2024.

(b) The Vendors' Losses are not limited to matters asserted by third parties against the Vendors but include Losses incurred or sustained by the Vendors in the absence of third party claims. Payments by the Vendors of amounts for which the Vendors are indemnified shall not be a condition precedent to recovery.

10.4 Notice of Claim

(a) Subject to the survival periods in Sections 5 and 7, in the event that a Party (the "**Indemnified Party**") becomes aware of any claim, suit, demand, proceeding or other matter in respect of which another Party (the "**Indemnifying Party**") agreed to indemnify the Indemnified Party pursuant to this Agreement (a "**Claim**"), the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party (a "**Notice of Claim**"). Such Notice of Claim shall specify with reasonable particularity (to the extent that the information is available):

(i) the factual basis for the Claim; and

(ii) the amount of the Claim, if known.

Subject to Section 10.4(b), a failure to give prompt written notice of a Claim as provided in this Section 10.4 shall not affect the rights or obligations of any Party or otherwise act to bar the Indemnified Party from making the Claim.

(b) The obligations of an Indemnifying Party hereunder to indemnify the Indemnified Party are subject to and conditional upon the Indemnified Party providing a Notice of Claim to the Indemnifying Party pursuant to Section 10.4(a).

10.5 No Entitlement to Indemnification Payment until Final Determination of Claim

Notwithstanding anything contained in this Agreement to the contrary, neither the Purchaser nor the Vendors shall be entitled to payment in respect of any Claim with respect to Losses unless the amount in question is mutually agreed between the Purchaser and the Vendors or the amount is determined by the decision of a court of competent jurisdiction where all appeal periods have expired; provided, however, that nothing in this Section 10.5 shall prevent an Indemnified Party from providing a Notice of Claim.

11. MISCELLANEOUS

11.1 Notices

Any notice, request, demand or other communication required or permitted to be given under this Agreement shall be in writing and delivered personally or sent to the Party entitled to receive it by registered mail, fax or e-mail in each case with a delivery receipt requested and addressed as follows:

If to the Vendors:

Paolo Gervasi
69 Gravel Street
Repentigny, Quebec J5Y 1M7

Calogero Caruso
6392 Maubourg Street
Montreal, Quebec H1M 2C8

Stevan Perry
401 – 1419 Beach Ave
Vancouver, British Columbia V6G 1Y3

Skye Life Ventures Ltd.
401 – 1419 Beach Ave
Vancouver, British Columbia V6G 1Y3

- with a copy to -

Owen Bird Law Corporation
2900 – 733 Seymour Street P.O. Box 1
Vancouver, British Columbia V6B 0S6

If to the Company:

Sirona Farms Inc.
1686 Spyglass Crescent
Delta, BC V4M 4E3

Attention: Jean Chiasson
Email: jeanchiasson@icloud.com

- with a copy to -

Lawson Lundell LLP
1600-925 West Georgia Street
Vancouver, BC
V6C 3L2

Attention: David Allard
Email: dallard@lawsonlundell.com

If to the Purchaser:

SuneRa Acreage Holdings Inc.
1686 Spyglass Crescent
Delta, BC V4M 4E3

Attention: Jean Chiasson
Email: jeanchiasson@icloud.com

- with a copy to -

Lawson Lundell LLP
1600-925 West Georgia Street
Vancouver, BC
V6C 3L2

Attention: David Allard
Email: dallard@lawsonlundell.com

or to such other address, fax number or e-mail address as such Party may specify in writing by notice given in accordance with this Section 11.1. Any such notice, request, demand or other communication given as aforesaid shall:

(a) if delivered personally, be deemed to have been received on the date of delivery;

(b) if sent by registered mail, be deemed to have been received on the third Business Day following the date of mailing; and

(c) if sent by fax transmission or e-mail, be deemed to have been received when the fax or e-mail is received by the recipient if received before 5:00 p.m. on a Business Day, or on the next Business Day if such fax or e-mail is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day.

In the event of any discontinuance or disruption of mail, fax or e-mail services at any time prior to the deemed receipt of any notice, to be validly given all notices, requests, demands and other communications must be delivered or sent by a communication service which is not discontinued or disrupted.

11.2 Further Assurances

Each of the Parties shall execute and deliver such further documents and do such further acts and things as may be reasonably required from time to time, either before, on or after the Closing Date, to carry out the full intent and meaning of this Agreement and to assure to the Purchaser good and valid title to the Purchased Shares, free and clear of all Encumbrances.

11.3 Time of the Essence

Time shall be of the essence of this Agreement.

11.4 Expenses

Each Party shall pay all of its own fees, costs and expenses (including, without limitation, fees, costs and expenses of legal counsel, accountants, investment bankers, tax advisors, brokers or other representatives and consultants and appraisal fees, costs and expenses) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby.

11.5 Enurement

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

11.6 Assignment

No Party may assign its interest in this Agreement without the written consent of the other Parties.

11.7 Counterparts; Third Party Beneficiaries

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signature pages from separate counterparts may be faxed or delivered by email or other electronic means and shall be combined to form a single counterpart. This Agreement shall not be binding upon any Party unless and until executed by all Parties. Except as otherwise specifically set forth herein, no provision of this Agreement is intended to confer upon any Person other than the Parties any rights or remedies hereunder.

11.8 Entire Agreement

This Agreement and the documents referred to herein contain the complete agreement between the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

11.9 Invalidity

Each of the provisions contained in this Agreement is distinct and severable and a determination of illegality, invalidity or unenforceability of any such provision or part hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof, unless as a result of such determination this Agreement would fail in its essential purposes.

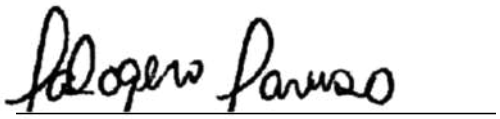
11.10 Waiver and Amendment

(a) Except as otherwise provided herein, any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

[Signature Page Follows]

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



CALOGERO CARUSO

PAOLO GERVASI

STEVAN PERRY

SKYE LIFE VENTURES LTD.

By:_____
(*Authorized Signatory*)

SIRONA FARMS INC.

By:_____
(Authorized Signatory)

SUNERA ACREAGE HOLDINGS INC.

By:_____
(Authorized Signatory)

#00003

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

_____ _____

CALOGERO CARUSO **PAOLO GERVASI**

_____ **SKYE LIFE VENTURES LTD.**

STEVAN PERRY

By:_____
(*Authorized Signatory*)

SIRONA FARMS INC.

By:_____
(Authorized Signatory)

SUNERA ACREAGE HOLDINGS INC.

By:_____
(Authorized Signatory)

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

CALOGERO CARUSO

PAOLO GERVASI

STEVAN PERRY

SKYE LIFE VENTURES LTD.

By:_____
(*Authorized Signatory*)

SIRONA FARMS INC.

By:_____
(Authorized Signatory)

SUNERA ACREAGE HOLDINGS INC.

By:_____
(Authorized Signatory)

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

CALOGERO CARUSO

PAOLO GERVASI

STEVAN PERRY

SKYE LIFE VENTURES LTD.

By:_____
(*Authorized Signatory*)

SIRONA FARMS INC.

By:_____
(Authorized Signatory)

SUNERA ACREAGE HOLDINGS INC.

By: DocuSigned by: B98C169F7A0D421... _____
(Authorized Signatory)

EXHIBIT A

PURCHASED SHARES

Name of Shareholder:	Class of Shares Held:	Share Certificate No.	Number of Shares Held:
Calogero Caruso	Class A Common	A-29	7,500,000
Paolo Gervasi	Class A Common	A-30	7,500,000
Stevan Perry	Class A Common	A-28	7,500,000
Skye Life Ventures Ltd.	Class A Common	A-19	2,000,000
Total Purchased Shares			**24,500,000**

EXHIBIT B

PART I(A): CONSIDERATION SHARES

Name of Shareholder:	Number of Purchased Shares	Number of Consideration Shares
Calogero Caruso	7,500,000	3,300
Paolo Gervasi	7,500,000	3,300
Stevan Perry	7,500,000	3,300
Total Consideration Shares		**9,900**

PART I(B): SKYE NOTE

Name of Shareholder:	Number of Purchased Shares	Aggregate Promissory Note
Skye Life Ventures Ltd.	2,000,000	CDN$22,500

PART II: EXCHANGE SHARES

Name of Shareholder:	Convertible Debt	Exchange Shares
Stevan Perry	$1,679,800	67,192
Calogero Caruso	$1,150,200	46,008
Total Exchange Shares		**113,200**

EXHIBIT C

EXCHANGE DEBT

Name of Shareholder	Convertible Debt
Stevan Perry	$1,679,800
Calogero Caruso	$1,150,200
Total Convertible Debt	**$2,830,000**

Schedule 1.1(t)

Deposits and Advances

	($)
Inventory	200,000
Cash	50,000
Total	**250,000**

*** $110,000 of Inventory sold. $90,000 is remaining and owing.

Schedule 2.2(iv)

To be paid to Owen Bird Law Corporation by the Purchaser

Payment Date (on or before)	**($)**
Closing	25,000
Every month anniversary of Closing for 12 months	10,000
13-month anniversary of Closing	5,000
Total	**150,000**

Schedule 4.1(e)

1. Health Canada – To take effect following resignation of current directors of Sirona. Final steps and transfer still required.
2. Completed October 18, 2023
3. Olymbec Lease – To take effect following resignation of current directors of Sirona. Final steps and transfer still required.
4. We need to send Olymbec update directors registry and corporation records on closing.

Schedule 4.21

The following is a complete list of all licenses and permits held by or granted to the Company and there are no other licenses or permits necessary to carry on the Business or to own or lease any of the property or assets utilized by the Company.

Sirona Farms Health Canada Licenses Summary #LIC-ACIQTDXAJR-2021-4				
License Type	**Function**	**Status**	**Date Issued**	**Expiry Date**
Cultivation License	Cultivation of craft cannabis flower for recreational and medical supply and B to B sales with other LP's.	Granted	10-17-2018	09-14-2026
Processing License	Processing license to package and sell dry products to provincial wholesalers. B to C supply.	Granted	04-25-2022	09-14-2026
CRA Sales License	Approval to sell directly to the provincial wholesalers. B to C supply.	Granted	04-25-2022	09-14-2026
Export Permits	Approval to export/import recreational and medical cannabis to other countries that have legalized cannabis.	Granted	04-25-2022	09-14-2026

The Vendors have provided a true and complete copy of each of the licenses and permits held by the Company and all amendments thereto to the Purchaser.

Bank Accounts

Name of Bank	**Address of Bank**	**Account Number**	**Names of all authorized Persons**
Royal Bank of Canada	1 Place Ville Marie – Ground Floor Montreal Quebec H3C	1024256	Calogero Caruso Stevan Perry

	3B5 Canada		

Schedule 4.20

Employee Matters.

EMPLOYEE SALARY BREAK DOWN – CURRENT (2023)						
	Name	**Title/Role**	**Per Year**	**Per Month**	**Bonus Eligible**	**Vacation Pay Accruals Confirmed**
1	Henry NGU	QAP Leader	$ 36,400	$ 3,033	No	Yes
2	Gabriel Murliel	Master Grower	$ 72,800	$ 6,067	No	Yes
3	Giovanni Bruzzese	Project Manager/Maintenance	$ 62,400	$ 5,200	No	Yes
4	Frank Mannello	P/T Head Grower	$ 12,000	$ 1,000	No	Yes
6	Bradley Hall	Director of Social Media	$ 12,000	$ 1,000	No	Yes
7	Sammy Kalem	IT & Security	$ 12,000	$ 1,000	No	Yes
		Total	**$ 207,600**	**$ 17,300**		

Schedule 4.2(dd)

Material Contracts.

Olymbec Lease

Standard contracts for doing business. For example, insurance, etc.

Schedule **Error! Reference source not found.**(ee)

Intellectual Property and Websites.

Lists all intellectual property that is owned by or licensed to the Company and material to the Business or operations of the Company, including any website, domains, software and applications used or developed in connection with the operation of the Business. No resources of the Company have been used in the creation or development of any intellectual property which is not solely owned by, and the property of, the Company, as disclosed in Schedule 4.20. The Company has the sole right to use the name "Sirona Farms Inc." and its intellectual property, trademarks, websites and email addresses, free and clear of all Encumbrances. The conduct of the Business does not infringe the intellectual property or contractual rights or obligations of any Person and is in accordance with any and all agreements pursuant to which the Company has the right to use or license any third party intellectual property.

Sirona Farms Digital Intellectual Property	
Website	www.sironafarms.com
Instagram	Sirona Farms

LinkedIn	Sirona Farms
Facebook	Sirona Farms
LinkedIn	Sirona Farms
Twitter	Sirona Farms

Sirona Farms Inc. MASTER Cannabis Genetics Library	
Cultivar Name	**THC % Range**
Medellin	22%-30%
Strawberry Jerry	22%-30%
Ice Cream Runtz	22%-30%
Rockstar Platinum	22%-30%
G13 Haze	22%-30%
Purple Cheddar	22%-30%
Crunch Berries	22%-30%
Glue Berry OG	22%-30%
Green Crack	22%-30%
Girl Scout Cookies	22%-30%
Lemon Zkittles	22%-30%
Mandarin Cookies	22%-30%
Master Kush	22%-30%
Mazar	22%-30%
Mint Chocolate Chip	22%-30%
Outlaw Amnesia	22%-30%
Orange hill Special	22%-30%
OG Kush	22%-30%
Pineapple Express	22%-30%
Platinum Gelato	22%-30%
Purple Gelato	22%-30%
Sugar Cane	22%-30%
Sunset Sherbet	22%-30%
Ultra Skunk	22%-30%
Violator Kush	22%-30%
Fatty Archbuckle	22%-30%
Tiger Cake	22%-30%
Notorious	22%-30%
Tenanacios	22%-30%
Nitrous	22%-30%
Envious	22%-30%

Sunset Octane	22%-30%
Da Funk	22%-30%
Jokerz Candy 1	22%-30%
Snowman OG	22%-30%
Young Jeezy	22%-30%
Blue Dream	22%-30%
Dela Haze	22%-30%
Grand Daddy Purple	22%-30%
Runtz x Sherb	22%-30%
London Pound Mints x Jealousy	22%-30%
Gelato 41 x Animal Mintz	22%-30%
Dosidos x Wedding Cake f3 x Jealousy	22%-30%
CSS Platinum Delights	22%-30%
CSS Citrus Bliss	22%-30%
CSS Blue Dream x Holy Grail	22%-30%
Death Bubba	22%-30%
Island Pink Kush	22%-30%
LA Runtz	22%-30%
Alien Pink	22%-30%
Rockstar Tuna	22%-30%
Platinum Pink	22%-30%
Peanut Butter Rockstar	22%-30%
Where's My Bike	22%-30%
Medellin	22%-30%
Purple Cheddar	22%-30%
Black Triangle	22%-30%

***** For the Sirona seeds IP database, please refer to the excel file of 1400 seeds provided to the Purchaser.

Schedule 4.20

Change of Control Provisions.

Change of Control Authorizations	**Details**
Health Canada	Complete Health Canada Change of Control Authorization Steps
Sirona Farms Board of Directors Stevan Perry Calogero Caruso	resolutions
SuneRa Acreage Holdings Board of Directors Jean Chaisson Jagdeep Gupta Ken Speers	resolutions

Schedule 4.20

Covid-19 Support	
Support Program	**Amount**
CEBA Covid-19 Small Business Loan	$60,000

- *No employee lay-offs or terminations occurred as a result of the COVID-19 pandemic;*
- *No extensions or relief from covenants under any of the Company's Indebtedness has been sought and/or provided as a result of the COVID-19 pandemic;*
- *No force majeure or any similar 'excusable' delay granted, or requested and denied, under any contract (either by the Company or any counter-party to any contract to which the Company is a party)and such list and details are accurate and complete in all material respects.*

Schedule “E”

Section A Exhibits

Exhibit SP-1

Exhibit 1 to the Affidavit of Stevan Perry
sworn/affirmed before me at Stouffville, Ontario while
the declarants were in Vancouver,BC via secure online
video conference on Dec 1, 2025 in accordance with O. Reg. 431/20.

HAILIAN WANG
Licensed Paralegal & Notary Public
in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given. LSO #P16391

ORIGINAL FILED
SEPTEMBER 16, 2022

NO. VLC-S-S-256929

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN: STEVAN PERRY and CALOGERO CARUSO

PLAINTIFFS

AND:

SUNERA ACREAGE HOLDINGS INC.; SIRONA PHARMA INC.; SIRONA FARMS INC.; JEAN CHIASSON; JAGDEEP GUPTA; KEN SPEARS; JOHN DOE; JANE DOE; and ABC CORPORATION

DEFENDANTS

AMENDED NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must:

(a) file a Response to Civil Claim in Form 2 in the above-named registry of this court within the time for Response to Civil Claim described below, and

(b) serve a copy of the filed Response to Civil Claim on the Plaintiff.

If you intend to make a Counterclaim, you or your lawyer must:

(a) file a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-named registry of this court within the time for Response to Civil Claim described below, and

(b) serve a copy of the filed Response to Civil Claim and Counterclaim on the Plaintiff and on any new parties named in the Counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim within the time for Response to Civil Claim described below.

Time for Response to Civil Claim

A Response to Civil Claim must be filed and served on the Plaintiff:

(a) if you were served with the Notice of Civil Claim anywhere in Canada, within 21 days after that service.

(b) if you were served with the Notice of Civil Claim anywhere in the United States of America, within 35 days after that service.

(c) it you were served with the Notice of Civil Claim anywhere else, within 49 days after that service, or

(d) if the time for Response to Civil Claim has been set by order of the court, within that time.

PART 1: STATEMENT OF FACTS

1. The Plaintiff. Stevan Pern ("Pern "), is an individual residing in or near Vancouver. British Columbia. At all material times. Pern was a founder, former shareholder, director, and officer of the Sirona Enterprise "Sirona".

2. The Plaintiff. Calogero Caruso (“Caruso"). is an individual residing in or near Montreal. Quebec. At all material times. Caruso was a founder, former shareholder, director, and officer of the Sirona Enterprise “Sirona".

3. The Defendant. SuneRa Acreage Holdings Inc. (“SuneRa”). is a company incorporated under the laws of British Columbia. SuneRa owns 100% of Sirona Farms Inc. and 100% of Sirona Pharma Inc. (indirectly through a wholly-owned subsidiary).

4. The Defendant. Sirona Pharma Inc. (“Pharma"), is an Alberta company and a licensed producer under the Cannabis Act. with its primary offices and facility located in Yellowhead County near the hamlet of Peers. Alberta.

5. The Defendant. Sirona Farms Inc. ("Farms"), is a federally incorporated Canadian company and a licensed producer under the Cannabis Act with a facility located in Quebec.

6. The Defendant. Jean Chiasson (“Chiasson"), is an individual residing in or near Vancouver. British Columbia. Chiasson is the same Jean Chiasson who was previously invoked with Medijean and related cannabis ventures, as has been publicly reported in various news and media sources. At all material times, Chiasson was a director and/or officer of the Sirona Enterprise.-The ~~Defendant. Jean Chiasson ("Chiasson"), is an individual residing in or near Vancouver. British Columbia. At all material ttme Cltta Hi was a director and, or officer of SuneRa. Pharma, and Farms.~~

7. The Defendant. Jagdeep Gupta (“Gupta"), is a Burnabv. British Columbia-registered director of Sirona and an individual residing in or near Toronto. Ontario. Gupta is a physician and pain-management specialist practicing in Ontario. At all material times. Gupta was a director and/or **officer of the Sirona Enterprise.** ~~The Defendant. Jagdeep Gupta (“Gupta"). Burnabv. British Columbia registered Director of Sirona and is an individual residing in or near Toronto? Ontario. At all material times. Gupta was a director and/or officer of SuneRa. Pharma, and Farms.~~

8. The Defendant, Ken Spears (“Spears"), is an individual residing in or near Oakville. Ontario. Spears holds an executive role with Boston Scientific in Ontario. At all material times. Spears was a director and/or officer of the Sirona Enterprise. The ~~Defendant. Ken Spears (“Spears"), is an individual residing in or near Oakville. Ontario; At all material times. Spears was~~ **-a** ~~director and/or officer of SuneRa. Pharma, and Farms.~~

9. The Defendant. ABC Corporation ("ABC Corporation"), is a corporate entity or entities whose true corporate name(s) and registered office(s) are presently unknown to the Plaintiffs, believed to be a corporate vehicle or vehicles used bv Key Investors and/or other persons who, together with the named Defendants, participated in the conduct pleaded herein. When their true legal names are ascertained, the Plaintiffs will seek leave to amend this Amended Notice of Civil Claim accordingly.

10. I he Defendants. John Doe (“John Doe") and Jane Doe ("Jane Doe"), are individuals whose true names and capacities are presently unknown to the Plaintiffs, believed to be members ot

the group of “Kev Investors" and/or other persons who, together with the named Defendants, participated in the conduct pleaded herein, including the Cvber-Attack Accusations, the Hyde engagement, and related unlawful-means conspiracy and asset-dissipation strategies.

11. Lands and Peers Facility. This action concerns an interest in. and seeks relief affecting, certain real property located near Peers, Alberta which houses the principal cultivation and processing facility of Sirona Pharma Inc, (the "Peers Facility Lands"), municipally known as 14129 East Bank Road, Yellowhead County. Alberta and more particularly described as Lot 1, Block 1. Plan 1920915, excepting thereout all mines and minerals. LINC 0038275922 (or as more fully particularized in land titles searches to be produced).

12. The Peers Facility Lands are integral to the Sirona enterprise, housing cultivation rooms, processing equipment, genetics, and licence-linked assets tied to Sirona Pharma's Health Canada cannabis licence. The Plaintiffs claim proprietary and priority interests in the Peers Facility Lands and associated fixtures and chattels through the SPA. GSA. Escrow Agreement and related security, and seek Certificates of Pending Litigation and related real-estate and equipment preservation orders in respect of these lands and assets.

13. 9r As part of the acquisition, the Plaintiffs ~~Defendants~~ Pern and Caruso agreed that the Share Purchase Agreement (SPA) (s. 1.2. "Governing Law and Jurisdiction”), the General Security Agreement (GSA) (s. 25. "GOVERNING LAW”), and the Escrow Agreement (section entitled "Governing Law; Jurisdiction") designate the law of British Columbia and the courts of the Province of British Columbia for disputes, claims, enforcement, and remedies arising from or related to the transaction, the security interests, and the parties' obligations (together, the "Forum Clauses"). The parties submit and attorn to proceedings in the Supreme Court of British Columbia, on a nonexclusive basis under the SPA (s. 1.2) and the GSA (s. 25). and on an exclusive basis under the Escrow Agreement ("Governing Law; Jurisdiction). British Columbia remains the most appropriate forum under the Court Jurisdiction and Proceedings Transfer Act. SBC. 2003. c. 28. given the real and substantial connection of the parties, assets, agreements, and alleged wrongs to this jurisdiction.

14. ~~10.~~ After SuneRa's acquisition of Farms, Pharma and Farms were operated at a practical level as one business under the "Sirona" brand, with common directors, management, employees, vendors, suppliers, tradenames, and brands. Unless the context requires otherwise, SuneRa, Pharma, and Farms are collectively referred to as the **"Sirona Enterprise"** (also, "Sirona"). This single-enterprise reality is central to the enterprise-wide remedies sought in this action. For greater particularity, the "Sirona" brand and cannabis business were ~~used~~ treated and held out as a single enterprise across the SuneRa, Pharma, and Farms entities in investor, regulatory, corporate, and market-facing dealings in British Columbia, Alberta, Québec, Ontario, Manitoba and Nunavut, and in such other provinces and territories where Sirona products were marketed or sold. ~~This single enterprise reality is central to the enterprise-wide remedies sought.~~ In pleadings filed on behalf of the Defendants in the Alberta Court of King's Bench, the British Columbia, Alberta and Québec Sirona operations are themselves described as a unified enterprise and Pharma and Farms are collectively referred to as "Sirona".

15. In the Alberta Court of King's Bench proceeding 2503-16632. In the Alberta Court of King's Bench proceeding 2503-16632, the Sirona operations in British Columbia, Alberta and Québec are described in the Defendants' pleadings as a unified enterprise, and Pharma and Farms are collectively referred to as 'Sirona'.

16. The Alberta proceedings referenced in the Hannan Response were not, as alleged, a "relentless attack" by the Plaintiffs, but reactive, piecemeal steps taken to recover unpaid consulting and employment amounts and to defend against retaliatory claims after the Defendants terminated them and refused to honour their obligations under the SPA, the GSA and related demand and settlement arrangements. The Alberta Court of Justice actions were modest-value recovery suits; the Human Rights complaint concerned workplace termination and accommodation; and the Alberta Court of King's Bench Action was commenced by the Defendants themselves against the Plaintiffs and Mr. Lewis, relying on the same false "cyber-attack" and "Secret Recording" narratives now raised as a defence in this action. When the Plaintiffs filed their Counterclaims in the Alberta Court of King's Bench Action No. 2503-16632 on or about 19 September 2025, they did so to defend themselves in that forum and to preserve their rights.

In the Hannan Response, the Defendants allege that those Counterclaims are “identical" to the claims in this action. The Plaintiffs sav that this admission confirms that the core dispute arises from the SPA, the GSA. the Escrow Agreement and secured-partv enforcement over the Sirona Enterprise equipment and genetics—not from any Alberta-oniv employment or consulting dispute—and that the natural and contractually contemplated forum for those disputes, and for enterprise-w ide security and perfection orders, is this Court.

17. The Plaintiffs further sav that any multiplicity of proceedings has been driven by the Defendants' own litigation strategy commencing overlapping Alberta actions, advancing the same false "cyber-attack" and "Secret Recording" narrative in multiple fora, opposing RDPRM and PPR perfection steps, and now seeking to use allegations of "spoliation" and "abuse of process" as a shield. Those steps form pail of the unlaw ful-means conspiracy and abuse of process pleaded herein and are relied on as further particulars of the causes of action pleaded in this Notice of Civil Claim, including unlawful-means conspiracy, abuse of process, oppression and defamation.

18. Procedural History’ and Amendments. On or about 11 Not ember 2025. the Plaintiffs filed a Reply (Form 7) in this proceeding and a Form T indicating that they would amend this Notice of Civil Claim to plead particulars of the director-level misconduct, coordinated sale process, and related matters referenced in the Response to Civil Claim. This Amended Notice of Civil Claim is Hied further to that Reply, to the reservation of rights in paragraphs 10 and 12 of the Reply, and pursuant to Rule 6-1 of the Supreme Court Civil Rules.

19. 44- Beginning in or about December 2018 and continuing through 2022. Chiasson and Gupta solicited Perry and Caruso to combine with, invest in. and ultimately purchase the Sirona business, including representations that they were well-capitalized and backed by Chiasson s billionaire family, with offers as high as SI 00.000.000 for a 50% interest in Sirona Farms Inc.

20. 44- Through 2022. Chiasson and Gupta recognized the value and experience of Sirona. Perry, and Caruso: sought their significant assistance with the Acreage Pharms Ltd. (operating as Sirona Pharma Inc.) transaction and executive business development: and agreed to a purchase

price in the range of approximately $3.5-56.0 million. A binding LO1 was executed in October 2022 to enable immediate operational integration and to leverage Perry and Caruso's experience and support, based on an understanding that a significant financing would close in Q1/Q2 2023 and the binding LOI would close as per the terms.

21.44r The transaction closed into escrow on or about July 3. 2023 under a Share Purchase Agreement (the “SPA"), together with an Escrow Agreement and a General Security Agreement (the “GSA"). The required consideration under the SPA has not been paid. The Defendants have been in continuous default since April 2024. including non-payment of consideration and related obligations. Multiple default and demand notices issued (e.g.. April 16. 2024. June 22. 2024. July 8. 2024. Oct 28, 2024: Nov 4. 2024; Mar 10. 2025). The Sirona Enterprise's assets have been severely damaged, with some losses now unrecoverable.

Particulars to the preceding paragraph include:

(a) Under the SPA and Escrow’ Agreement (each effective July 3. 2023). the Corporate Defendants were obligated to: (i) pay the agreed cash consideration: (ii) issue and hold Escrow Shares at a deemed value of $25.00 per share; and (iii) repurchase the Escrow Shares upon default. Under the GSA. they were obligated to protect the collateral, avoid unauthorized encumbrances, and reimburse enforcement/protection costs.

(b) The Corporate Defendants have been in continuous default since April 2024. including on-payment of consideration and related obligations; written default/demand notices were delivered from April 16. 2024 to March 10. 2025.

(c) The Corporate Defendants and/or counsel obstructed or delay ed required perfection steps for the Quebec hypothec and PPR./RDPRM registrations, necessitating first-ranking protective relief to preserve the collateral.

(d) On or about August 2025. Health Canada suspended the cannabis licence of Sirona Pharma Inc, (formerly Acreage Pharms Ltd.), substantially impairing Sirona Pharma's ability to operate and undermining the value of the Sirona Enterprise.

(e) On or about mid-November 2025. Health Canada revoked the cannabis licence of Sirona Farms Inc./Fermes Sirona Inc, bv ministerial action, destroying the Sirona Farms licence asset and further impairing the value of the Sirona Enterprise and the Sirona Farms Collateral.

22. 4-4-r Sirona's Governance and compliance deteriorated from 2023 to the present under CEO Chiasson and the Board, including the harassment of employees and contractors: non-payment of employee/consultant wages and cancellation of benefits; continuing material breaches and defaults of material agreements: non-payment of CRA excise taxes (arrears of approximately $1.4 million): and mounting regulator}, compliance, and insolvency risks.

Further particulars include.

(a) On June 24. 2025. following multiple unpaid invoices. Gas Alberta Energy terminated supply and site power was disconnected at the Alberta facility, causing an operational shutdown and further collateral loss, including impairment of production, loss of crops and damage to equipment and genetics.

(b) CRA excise arrears were approximately $1.4 million, compounding regulatory and insolvency risks.

(c) From 2023 till August 2025. Perry and Caruso acted in good faith with the Board, other key investors, interim CEO's and authorized agents to support a bona fide $20,000,000 rescue financing plan to cure SPA/GSA defaults for us and other Key Investors; any impugned communications were in good faith, truthful or substantially true, responsibly made on matters as Key Investors/Secured Parties, and/or on occasions of qualified or whistleblower privilege

(d) The Plaintiffs dem that they "repeatedly" contacted investors, prospective investors or employees for the purpose of harming Sirona. Any communications with investors. prospective investors, kev lenders, or employees were limited and made after continuing defaults, in good faith and in the Plaintiffs' capacities as Ke\ Investors, secured parties and

whistleblowers in order to: (a) correct misinformation provided bv Sirona's senior leadership; (b) disclose material solvency and regulatory-compliance risks, including the Gas Alberta defaults and looming licence jeopardy; and (c) prevent further dissipation of Sirona Enterprise assets and licence value.

(e) To the extent any statements were made regarding dishonesty, regulatory risk, unlawful genetics, or imminent insolvency, such statements yvere based on contemporaneous facts and internal admissions, including: chronic non-payment of vendors and secured parties; the Gas Alberta defaults culminating in ppyver disconnection and operational shutdown; Gupta's WhatsApp admissions that "All Sirona companies are going bankrupt" and that key principals were facing personal bankruptcy ; and internal discussions acknowledging unlicensed genetics and testing practices. These yvere accurate risk yearnings, not fabrications.

(f) Any communications to SQDC or Health Canada were limited, truthful or substantially true, and made on a privileged basis in order to preserve the integrity' of licences and product supply, not to sabotage Sirona's business. The Plaintiffs deny that ant such communications caused reductions in SQDC purchases or regulatory sanctions; strict proof is required of any alleged causation or loss flowing from the Plaintiffs' communications. The Defendants' attempt to label truthful or privileged whistlebloyver communications as "Defamatory Statements," “Unlawful Conduct.” and “Unlawful Interference yvith Economic Relations" is itself defamatory and forms part of the ongoing campaign to paint the Plaintiffs as cyber-criminals and saboteurs in order to justify non-pavment under the SPA/GSA. to marginalize them in the eves of regulators, investors and courts, and to clear the way for brokered disposals and CCAA-style restructurings that ignore the Plaintiffs' priority interests.

(g) The Gas Alberta Energy supply agreement yvas entered into in the name of Sirona Farms Inc., the Quebec-licensed entity, while the gas and ppyver were in fact used primarily bv Sirona Pharma Inc, at the Alberta facility. The Plaintiffs plead that this structure was adopted to circumvent Sirona Pharma's poor credit history and past non-pay ment of utility

and other operating bills, and that it improperly exposed the Sirona Enterprise Collateral and Perry's and Caruso's first-ranking security to the Sirona Enterprise operating risks. Prior to execution. Pern and Caruso repeatedly flagged to the CEO, the Board, and legal counsel the credit, security, non-compliance, breaches and defaults of structuring the contract in this manner; however. no proper legal or Board review was undertaken and the CEO, legal, and the Board deliberately or recklessly ignored these risks and proceeded with the agreement. This arrangement further evidences governance failures and constituted a material breach of SPA/GSA covenants regarding accurate disclosure, maintenance of operations, and protection of secured collateral.

(h) On June 24, 2025. immediately prior to the Gas Alberta energy contract termination. Perry contacted Gas Alberta Energy once, in his capacity as a Secured Party, to raise truthful, good-faith concents about unpaid invoices, credit risk and the misstructured account described above. Contemporaneous WhatsApp "Urgent Group Call" messages among directors and Key Investors, including admissions that “All Sirona companies are going bankrupt" and similar statements, confirm that the termination flowed from the Defendants' non-payment and insolvency risks, not from any misrepresentation or wrongful interference by Perry; any contrary allegation is denied and pleaded as part of the retaliatory defamation and conspiracy pattern.

23. The Sirona Enterprise equipment and assets include, without limitation, cultivation and processing equipment (racks, benches, lighting assemblies, drivers, dehumidifiers. HVAC auxiliaries, fertigation components, pumps, sensors, trim/pack equipment and mobile units) and genetic materials/IP (mother plants, clones, seeds, tissue culture, cultivar libraries. SOPs and strain datasets) at or associated with the Sirona Pharma facility in Yellowhead County. Alberta, as further described in Schedule "A" - Sirona Enterprise Equipment Assets (the “Sirona Pharma Chattels"). To the extent anv listed items retain chattel or trade-fixture character, the Plaintiffs seek deliverv-up (or replevin) into neutral custodial control and preservation orders; to the extent ant items are fixtures, the Plaintiffs seek directions lor removal/delivery-up or. in the alternative, damages in conversion equal to fair market value where delivery -up is impracticable.

24. In light of the single-enteiprise reality pleaded in paragraph 10. and the destruction and dissipation of the Sirona Farms Collateral within that Sirona Enterprise, the Plaintiffs plead that the remaining enterprise assets including equipment, chattels and genetic materials located at or associated with the Sirona Pharma facility are traced value and/or proceeds of that collateral and are subject to constructive trust, equitable lien, conversion and related remedies, in addition to the contractual security under the GSA.

25. The Plaintiffs. Perry' and Caruso, say that any communications they made about "illegal genetics", "black-market" or "illicit" genetics, or genetics-related compliance issues yvere truthful or substantially truthful, based on information reasonably available to them at the time, and yvere made on qualified-privilege and yvhistlebloyver occasions in order to preserve Health Canada licences and protect enterprise and investor interests. There is public reporting and commentary from the MediJean era when Chiasson was CEO describing MediJean's Director of Research. Charles Scott, as the owner of "Reeferman Seeds", one of several Canadian cannabis seed companies operating in a "legal grey zone", and recounting disputes over control of MediJean's genetics and allegations that "hundreds of thousands of seeds" had been taken or misused, together with Chiasson's public accusations and threats to sue Health Canada, the RCMP and former business partners, the failure of the MediJean venture, and the auction of its equipment after Health Canada did not grant a producer's licence. That public record also includes commentary from a market journalist, based on a source "close to the asset sale", alleging that while MediJean was appealing to and pressuring Health Canada, "research weed" was being slid "through the side door" and sold on the street, i.e., diverted to the illicit market. yvith an obvious implication toward Chiasson. The Plaintiffs plead that these publicly reported controversies, governance concerns, grey-zone genetics and alleged diversion to the illicit market demonstrate that genetics provenance, diversion and illicit-market risk yvere real and non-trivial issues in cannabis ventures led bv Chiasson and backed by certain kev investors and investment vehicles funded by his family money, including Glenn Walsh and Dianne Walsh and their family-investment vehicles (the "Walsh Family Key Investors). some ot whom are presently pleaded as Doe Defendants in this action and haxe again backed Chiasson in the Sirona enterprise. Against that background, the Plaintiffs say their genetics-related

communications about "illegal", "black-market" or “illicit" genetics were reasonable, made in good faith on matters of serious regulator}’ concern, and are protected as truthful or substantially truthful statements, fair comment, responsible communication, and qualified and whistleblower-privileged communications. The Plaintiffs deny that any of these genetics-related compliance communications were wrongful, defamatory, or a breach of duty.

26. As further particulars of the Mediiean-pattern governance and the conspiracy pleaded in this action, the Plaintiffs plead that Chiasson and Gupta repeatedly in\oked and traded on the supposed personal wealth, litigation history and influence of the Walsh Family Key Investors, including Glenn and Dianne Walsh and related vehicles, as part of their pattern of solicitation and intimidation. They held out the Walsh Family Kev Investors as ultra-yyealthy backers yvho stood behind Sirona and would protect and fund the enterprise regardless of short-term financial stress.

27. The Plaintiffs plead that, in dealings with them and with other investors, employees, insurers, advisors and regulators (including Health Canada). Chiasson and Gupta described the Walsh Family Key Investors as “billionaires" who would personally fund the company, guarantee its obligations or “make everyone whole" if needed, and referenced prior Walsh-family litigation, including proceedings involving KPMG. as an implied teaming of how’ aggressively they would pursue anyone who opposed or challenged them. Ihese statements yvere used to induce investment, forbearance and continued participation, and to deter complaints, whistleblowing and resistance to their strategies.

28. The Plaintiffs further plead that Chiasson routinely boasted that he was "the tallest person in the room when he stood on his wallet", and that this and similar statements formed part of a pattern of bluff, coercion and misrepresentation about the depth of financial backing available to Sirona. These representations yvere false or misleading, made with the intent that investors. employees and counterparties would relv on them, and are relied upon as further particulars of the misrepresentation, oppression and unlawful-means conspiracy claims in this proceeding.

29. Under the GSA and related security arrangements. Perry and Caruso holds a first-ranking security interest in all present and after-acquired personal property of Sirona Farms Inc., including equipment, fixtures, chattels, accessions and proceeds (the "Sirona Farms Collateral"). The Corporate Defendants and/or their counsel obstructed or delayed completion of intended PPSA/PPR. and Quebec hypothec registrations and subsequently stripped-dissipated and/or destroyed material elements of the Sirona Farms Collateral.

30. On or about September 26. 2025. October 3. 2025 and October 6. 2025. Perry sent good-faith preservation and cease-and-desist communications to Hyde, corporate counsel and Key Investors enclosing the British Columbia and Alberta proceedings, asserting first-ranking security and requesting that any listing, marketing, solicitation of offers or sale-preparation activity be paused absent the secured parties' written consent or a court order. No adequate written undertaking to pause such activities was provided in response. On information and belief, further listing, solicitation, or sale-preparation steps were considered or attempted after those notices and may be ongoing. Any unapproved disposition risks irreparable prejudice bv impairing the value of the collateral, dissipating proceeds and rendering eventual judgment nugatory, such that preservation and injunctive reliefare warranted.

31 In or about the fall of 2025, the Corporate Defendants engaged or approached Hyde Advisory & Associates and/or other brokers or agents to market, solicit offers for, or otherwise prepare the disposition of Sirona assets, including the Alberta lands, Sirona Pharma's facility-equipment. genetics and intellectual property (the "Hyde Engagement"). Hyde and other brokers were approached or retained while SPA/GSA defaults remained uncured and notwithstanding written preservation demands and assertions of first-ranking security from the Plaintiffs.

32. The Plaintiffs deny any involvement in anv cvber-attack, hacking, data destruction, or other improper access, and plead that the Cvber-Attack Accusations are false, were made maliciously or with reckless disregard for the truth, and were deployed to scapegoat the Plaintiffs for internal gpyernance. IT and record-keeping failures and to chill or discredit their enforcement and whistleblower efforts. Any gaps in backups, continuity, or record-keeping

arose from management decisions, non-payment or disruption of IT vendors and other internal failures. Any communications by the Plaintiffs concerning IT. domains, licences, compliance or regulatory matters were truthful or substantially true, or constituted fair comment and responsible communication on matters of public interest, and in any event were made to persons with a duty or interest to receive them and/or on occasions of qualified or whistleblower privilege.

33. During 2024 and 2025. Chiasson. Gupta. Spears, other officers and employees responsible for IT functions, and certain Key-Investor parties {presently pleaded as John Doe, Jane Doe and ABC Corporation! advanced and circulated allegations that Pern and/or Caruso committed a “cvber-attack" or "hacking" of Sirona systems (the "Cvber-Attack Accusations")▪The Cyber-Attack Accusations have been repeated in internal and external communications, in investor and broker discussions (including with llvde Advisory & Associates), and in pleadings and correspondence in the Alberta proceedings.

34. The Cvber-Attack Accusations were advanced without any contemporaneous incident reports. regulator notifications, insurer notices, law-enforcement reports, or system-forensics tying any alleged incident to Perry or Caruso. The Plaintiffs plead that system outages and data issues were caused by non-payment or chronic late payment of IT vendors and ordinary system administration shortcomings, not by' any cvber-attack perpetrated bv the Plaintiffs. Strict proof is required as to any alleged "attack vector." compromised system, dates, IP addresses, or logs allegedly linked to the Plaintiffs.

35. The Plaintiffs further denv the Defendants' allegations in the Alberta proceedings and the Hannan Response that they committed trespass, conversion, breaches of privacy legislation including FOIPPA. or "intimidation" by yyav of ransom-ty pe payment demands. To the extent Perry or Caruso demanded pay ment on or about 12-13 March 2025. those demands yvere lawful secured-partv payment and enforcement demands under the SPA and GSA folloyving repeated uncured defaults, not ransom, and were accompanied by legitimate yvarnings about the consequences of continued non-payment, including insohency and enforcement steps.

36. The Plaintiffs also deny the Defendants' allegations of "spoliation". To the extent Sirona business records are missing or incomplete, the Plaintiffs sav that: (a) Sirona's own IT and record-management failures, including unpaid vendors and unmaintained systems, are the cause; (b) the Defendants ignored preservation demands and proceeded to liquidate and destroy Sirona Farms assets, including equipment and genetics, notwithstanding the Plaintiffs' first-ranking security; and (c) the Plaintiffs themselves have preserved their own materials and remain willing to participate in a proportionate, neutral, privilege-protective protocol for anv genuinely relevant materials. Spoliation cannot be weaponized to excuse the Defendants from their contractual and equitable obligations or to shield their own destruction and dissipation of collateral from scrutiny.

37. In or about late June 2025, including communications dated approximately 25 June 2025. Sirona's CEO (Chiasson), directors (including Gupta and Spears). IT personnel and other Doe Conspirators exchanged internal messages and emails regarding system issues and data loss. On the Plaintiffs' information and belief, those internal communications, and other records to be produced, will show that the issues arose from unpaid IT accounts and/or vendor actions. not from anv cyber-attack by Perry or Caruso. The Plaintiffs say that, despite this knowledge, certain Defendants later back-fdled a "cyber-attack" narrative to deflect from governance failures and to weaponize the Alberta proceedings.

38. Notice to Admit- Alleged Cyber incident. On or about 11 November 2025. in this proceeding (VLC-S-S-256929). the Plaintiffs served a Notice to Admit under Rule 7-7 of the Supreme Court Civil Rules on SuneRa. Pharma and Farms regarding the so-called "Alleged Cvber Incident." That Notice calls upon them to admit, among other things, that: (a) no internal incident or incident-response ticket was opened in relation to anv alleged cyber-attack attributed to Perry or Caruso; (b) no report of a cyber-attack attributable to Pern or Caruso was made to anv cvber-insurer, broker, law-enforcement agency, privacy commissioner or regulator (including Health Canada/C FLS): (c) no S1EM/EDR/AV alert. Azure AD/M365 log. firewall/VPN log. DEP exfiltration alert or other incident-response record identifies Pern or Caruso (or any device/account attributable to them) as a source or actor of the Alleged Cyber Incident; and (d) the Sirona Enterprise cannot identify, with contemporaneous documentation.

any specific system, date, method of compromise or loss-quantification tied to an Alleged Cyber Incident caused by the Plaintiffs. The Plaintiffs say that the Defendants' anticipated failure or refusal to make these admissions will underscore that the Cyber-Attack Accusations were manufactured and are being maintained in bad faith as part of a litigation and public-relations strategy, not grounded in fact.

39. Secret Recording and Confidential Information Allegations. The Plaintiffs deny that they have misused any "Confidential Information" or "Secret Recording" as those terms are used by the Defendants in the Alberta Court of King's Bench Action and in the 5 November 2025 Hannan Response to Civil Claim (the "Hannan Response"). The Defendants' "Secret Recording" and breach-of-confidence narrative is vague, overbroad and advanced without proper particulars of dates, recipients, content, or alleged loss and damage. At all material times, any Sirona business information in Perry's possession was received in the ordinary course of his roles as a director, key investor, consultant and senior executive within the Sirona Enterprise, or as a secured party and whistleblower under the SPA, GSA and related security documents. Perry and Caruso were entitled—and in many cases obliged—to retain and review such information for oversight, regulatory-compliance and enforcement purposes following the Defendants' defaults and repeated governance failures.

40. The Plaintiffs deny that Perry "took and retained over 5,000 company emails" in breach of confidence. To the extent he retained emails or documents upon or following his termination, such materials were limited, were already in his possession in his capacities as director, officer, key investor and secured party, and were preserved to document defaults, regulatory risk and the status of the Sirona Enterprise collateral after the Defendants obstructed perfection steps and refused to co-operate with secured-party enforcement. Strict proof is required of the volume, content, sensitivity and alleged misuse of any such emails and of any resulting loss.
41. The Plaintiffs deny that they solicited, directed, procured or disseminated any "Secret Recording (Jean Rage.mp4)". To the extent the former controller Joe Lewis created or transmitted any recording of a meeting with directors, any such recording was unsolicited and concerned workplace conduct and HR issues, not technical, financial, banking, vendor or

proprietary market data. The Plaintiffs did not request that Mr. Lewis breach any duty and did not participate in, encourage or knowingly assist any breach of confidence or fiduciary duty.

42. If any recording or IIR-related material from Mr. Lewis was received, any limited escalation of that material was made in good faith and on a qualified-privilege basis to Sirona's board of directors, its counsel and/or regulators for legitimate oversight, compliance remediation and secured-party enforcement following the Defendants' defaults. Anv handling of such material bv Perrv or Caruso was solely in their capacities as key investors and secured parties seeking to protect collateral value and regulatory compliance, not for competitive or personal gain.

43. The Plaintiffs were not privv to Mr. Lewis' employment contract and deny that they knew, or ought to have known, the specific terms alleged bv the Defendants. They did not intend to cause, nor did they know with substantial certaintv that anv conduct would cause. Mr. Lewis to breach contractual or fiduciary duties. Strict proof is required of the contractual terms relied upon, of any alleged knowledge by Perry or Caruso, of anv alleged "John Doe. Jane Doe or ABC Corporation" participants, and of causation and loss.

44. fhe Plaintiffs say that any use or disclosure of business information was truthful or substantially true, limited in scope, and protected by fair comment, qualified privilege and responsible communication on matters of corporate governance, solvency, regulatory compliance and secured-party rights. The Defendants' attempt to recast legitimate oversight, whistleblower and enforcement communications as "breach of confidence", "knowing assistance" or "inducing breach of contract" is itself part of the ongoing campaign to discredit the Plaintiffs and to distract from the Defendants' own defaults, regulatory breaches and abuse of process in the Alberta proceedings and in this action.

45. Unlawful Means Conspiracy . In addition to the other causes of action pleaded, the Plaintiffs plead unlawful means conspiracy, and in the alternative predominant-purpose conspiracy, among the Corporate Defendants. Chiasson. Gupta. Spears and certain John Doe. Jane Doe and ABC Corporation Kev-Investor parties (together, the "Doe Conspirators"). The common design was to: (a) dispose of Sirona enterprise assets through brokers and similar

intermediaries (including Hyde Advisory & Associates) notwithstanding preservation demands and first-ranking security rights; and (b) frame Perry and Caruso with a false "cyber-attack" and related allegations in order to justify non-payment under the SPA/GSA, discredit them with regulators and investors, and tie them up in overlapping litigation.

46. The combination was implemented by unlawful means and/or with the predominant purpose of injuring the Plaintiffs, including: (a) breach of contract and security by ignoring defaults, obstructing perfection steps, and pursuing listings or brokered dispositions in derogation of the SPA, Escrow Agreement, GSA and related security; (b) defamation and injurious falsehood by publishing and republishing the false Cyber-Attack Accusations and other false allegations to regulators, investors, brokers, counterparties and in pleadings; (c) abuse of process and strategic litigation by commencing and leveraging the Alberta proceedings and related steps as a tactical weapon to suppress secured-party and whistleblower communications and to obtain leverage in SPA/GSA disputes; (d) knowing assistance/receipt and self-dealing by continuing or preparing asset-disposition steps, including via Hyde, in the face of preservation demands and while treating the Plaintiffs' first-ranking collateral as a pool for unsecured stakeholders; and (e) intimidation/interference by communications and steps calculated to deter counterparties, regulators and investors from engaging with the Plaintiffs or recognizing their priority positions.

47. Particulars of the conspiracy include: (a) the timing of the Alberta King's Bench Action filed on or about August 19, 2025, contemporaneous with arrangements among the Board, Key Investors and Hyde to solicit or prepare a sale or restructuring of Sirona enterprise assets; (b) Perry's September 26, 2025 cease-and-desist/preservation letter (with Schedule "A" equipment list) and the October 3, 2025 follow-up email to corporate counsel and Key Investors, which were ignored in substance while sale-preparation and marketing steps continued or were not paused; (c) ongoing circulation of the false Cyber-Attack Accusations and related allegations to investors, brokers and regulators to justify non-payment and to discredit the Plaintiffs during enforcement and litigation coordination; and (d) a reprise of the MediJean-pattern "fire sale" and controversy from approximately 2014–2016, including the use of similar communications tactics and bridge-financing arrangements, here reflected in the

approximately $370,000 Key-Investor bridge financing arranged in late 2025 to sustain operations while preparing a brokered disposition despite preservation demands and asserted first-ranking security.

48. As a result of the conspiracy, the Plaintiffs have suffered and continue to suffer increased enforcement and litigation costs, reputational harm, impairment of collateral value and priority. and lost opportunities. The conspirators are jointly and severally liable for the damages flowing from acts done in furtherance of the common design.

49. 4* The Plaintiffs bring this action seeking declarations as to jurisdiction and forum, first-ranking priority on all Sirona Enterprise Assets, and substantive relief for breach of the SPA and enforcement of their security, together with damages and ancillary equitable relief.

PART 2: RELIEF SOUGHT

50. 4b? General Damages (Enterprise/Collateral Loss): Judgment in the amount of CAD $50,000,000 for loss and diminution of enterprise value, impairment of collateral, and consequential losses caused by the Defendants' acts and omissions, including reputational harm and other loss arising from the false Cyber-Attack Accusations and related defamatory or injurious falsehood statements.

51. 47r Specific Sums Owing (Contract): Judgment for (a) the Escrow Share repurchase amount of approximately CAD $3.500.000. calculated at CAD $25.00 per Escrow Share, and (b) the CAD $1.500.000 SPA cash-consideration shortfall, in each case together with contractual interest and recoverable enforcement costs and expenses under the General Security Agreement (the "GSA"). ~~Specific Sums Owing (Contract): Judgment for the CAD $1.500.000~~ SPA-tash ~~-consideration shortfall, plus contractual~~ interest ~~and recoveFable-enforcement-eesfa~~ and-expenses ~~under the General Security Agreement (the “GSA"). Specific Sums Owing (~~Contract): ~~Judgment for the CAD $1.500.000 SPA -cash consideration shortfall, pkts contractual interest and recoverable~~ enforcement ~~costs and~~ expenses ~~under~~ ~~the General Security Agreement (the "GSA").~~

52. 440 Director Fiduciary-Breach Damages: Judgment against Jean Chiasson. Dr. Jagdeep Gupta, and Ken Spears in the amount of CAD $1,000,000 each (total CAD $3,000,000) for breach of fiduciary duties, including inaction, self-dealing, and complicity/support of the CEO's rogue, non-compliant. harassing, and hostile actions.

53. Harassment/FIostilities (Personal): Judgment against Jean Chiasson in the amount of CAD $1,000,000 for corporate harassment and hostilities from 2023 to present. Harassment ~~Hostilities (Personal): Judgment against Jean Chiasson in the amount of CAD $4-7000.000 for corporate harassment and hosfilrties from 2023 to present.-~~

54. 2Or-First-Prioritv Security & Tracing / Constructive Trust Declaration: A declaration that Perry and Caruso hold valid, perfected, first-ranking security interests over all present and after-acquired personal property/collateral of the Sirona enterprise defendants (including real estate, inventory, equipment, accounts, intangibles. IP/genetics/cultivars. contract rights, proceeds, and accessions), together with a further declaration that they are entitled to tracing, constructive trust, equitable lien and conversion remedies over the Sirona Pharma Chattels and Genetics and related proceeds described in Schedule "A" - Sirona Enterprise Equipment Assets, having regard to the single-enterprise / alter-ego reality pleaded.

55. 24- Registry/Perfection Directions: Orders compelling the corporate defendants and their directors/officers (including Chiasson. Gupta, and Spears) to immediately perfect, maintain, and reflect the Plaintiffs' first-priority interests in all applicable registries (BC PPSA/PPR. Alberta PPR. Quebec RDPRM) and to execute any continuations, amendments, subordinations, control agreements, share-certificate deliveries. IP assignments, and related instruments reasonably required, including any registrations or amendments necessary to recognize and protect the Plaintiffs' tracing, constructive-trust and equitable-lien remedies over the Schedule “A” Sirona Enterprise Equipment Assets and related proceeds.

56. 22r Aggravated/Punitive Damages: Such further aggravated and/or punitive damages as the Court deems just for oppressive, high-handed, or bad-faith conduct, including without limitation the Cyber-Attack Accusations, misuse of litigation and regulatory processes as

strategic weapons, obstruction of SPA/GSA enforcement, and the Hyde Engagement and related asset-dissipation strategies.

57. 2/k Set-Off: An order that any amount found owing by either Plaintiff to any Defendant be set off against amounts owing to that Plaintiff herein, with net judgment to the Plaintiffs).

58. 24r Declarations of Default: Declarations that the corporate defendants are in default under the SPA. GSA. Escrow Agreement, and related instruments.

59. 2-jk Anti-Encumbrance Injunction: An interlocutory (and as necessary permanent) injunction restraining any grant, registration, or attempt to register security interests, transfers, liens, or encumbrances that purport to outrank, dilute, or pari passu the Plaintiffs' first-priority security, and restraining any out-of-ordinary-course disposition of collateral without the Plaintiffs' written consent or further order, including any such steps taken through or by brokers or agents such as Hyde Advisory & Associates.

60. Escrowed Shares: Specific performance of the SPA/Escrow repurchase of the Escrow Shares at the contract price of CAD $25.00 per share (presently estimated at approximately CAD $3.500.000, subject to full accounting and any adjustments under the SPA/Escrow), or-al the Plaintiffs' election, release/return of the Escrow Shares to the Plaintiffs, with a full accounting. ~~Specific Performance: Specific performance of the SPA/Eserow repurchase or. at the Plaintiffs~~[1] election, ~~release/return of the~~ escrowed ~~shares to the Plaintiffs, with a full accounting.~~

61. Alternative Equitable Relief If specific performance is unavailable, rescission and/or equitable compensation tied to the SPA/Escrow structure, with a reference to determine valuation (including, without limitation, valuation of the Escrow Shares by reference to the CAD $25.00 per share contract price and the enterprise value contemplated bv the SPA/Escrow).tf-specific ~~performance is unavailable, rescission and/or~~ equitable ~~compensaueft tied to the SPA*EscFew structure, with a reference to determine valuation.~~

62.2$. Whistleblower/Secured-Party Communications (Protection): A declaration that the Plaintiffs' communications to regulators, counterparties, investors, and stakeholders were good-faith, in the public interest, and protected/privileged: and a targeted injunction restraining retaliation or interference with the Plaintiffs' regulator/court communications or security enforcement.

63. 2 7 Personal Liability: A declaration that Chiasson. Gupta, and Spears are personally liable, jointly and severally with the corporate defendants, for the losses claimed.

64. 40? Inducing Breach / Conspiracy / Intimidation: Judgment against Chiasson. Gupta. Spears and the Doe Defendants (John Doe. Jane Doe and ABC Corporation) for inducing breach of contract, unlawful means conspiracy, and/or intimidation causing collateral impairment and the losses claimed, including bv: Judgment against Chiasson. Gupta, and Spears for -mduemg ~~breach of contract,~~ unlawful ~~means conspiracy, and, or intimidation causing collateral impairment and the losses claimed.~~

(a) obstructing perfection and enforcement steps under the SPA/GSA;

(b) advancing and republishing the false Cyber-Attack Accusations:

(c) commencing and prosecuting unfounded legal claims in the Alberta Court ol King's Bench that repeat and amplify the Cyber-Attack Accusations and other false allegations against the Plaintiffs; and

(d) pursuing or threatening the Hyde Engagement and similar asset-dissipation and restructuring strategies through Hvde Advisory & Associates and other brokers, agents or intermediaries (whether now known or later identified) adverse to the Plaintiffs' securib and equitv interests.

65. Permanent Injunction Cvher-Attack Accusations: An interim, interlocuton and permanent injunction restraining the Defendants, including the individual directors and Doe Delendants.

from publishing or causing to be published further false statements that Pern or Caruso committed a "cyber-attack." "hacked" Sirona systems, or engaged in similar alleged cvber misconduct, and requiring takedown and/or reasonable retraction/correction of prior publications to the extent practicable, save as may be necessan in these or related legal proceedings.

66. 3U Negligent/Fraudulent Misrepresentation: Judgment against Chiasson. Gupta, and Spears for misrepresentations to the Plaintiffs, investors, counterparties, and service providers that foreseeably caused or aggravated enterprise loss and collateral impairment.

67.35. Oppression Remedy (Personal Orders): In the alternative, findings of oppression and personal orders against Chiasson. Gupta, and Spears (including compensation, buy-out. and governance directions) as the Court deems just.

68. 33r Preservation / Delivery-Up (Books. Records. Credentials): An order that the corporate defendants and Chiasson/Gupta/Spears preserve and deliver up. on oath, all records, devices, credentials, and accounts in their possession or control relating to collateral, defaults, financing, investor communications, regulatory correspondence, and energy/credit files, under a supervised protocol.

69. 34. Guarantee/Indemnity Enforcement (If Applicable): Specific performance and judgment against any of Chiasson. Gupta, or Spears who executed guarantees, indemnities, or security supporting the SPA/GSA. including interest and contractual costs.

70. 35. Accounting and Reference: A full accounting of monies received/expended. collateral dispositions (if any), encumbrances granted, compliance measures, and investor'regulatory communications, with directions as needed.

71.36. Security for Costs: An order that the corporate defendants post securitj for costs given insolvency'CCAA risk and the multiplicity of proceedings.

72. 3 7. Costs: Special costs or solicitor-client costs against all defendants for abusive litigation intended to chill protected communications and impede secured-party enforcement (or. in the alternative, costs on Scale C).

73. 3 7 Real-Estate & Equipment Preservation: An interlocutor}' (and as necessary permanent) injunction restraining any sale, transfer, assignment, encumbrance, listing, marketing, solicitation of offers or other disposition of (i) real property of the Sirona enterprise (including the Yellowhead County lands) and (ii) the Sirona Enterprise Equipment Assets and genetics described in Schedule "A" - Sirona Enterprise Equipment Assets, including through or by any broker, agent or financial intermediary such as Hyde Advisor) & Associates, except in the ordinary course with adequate protection and the Plaintiffs' written consent or further order of this Court: together with leave to register Certificates of Pending Litigation against specified titles and to make PPSA/PPR/RDPRM filings and related directions as needed to reflect the Plaintiffs' first-priority ranking and enterprise-wide remedies. ~~An interlocutory (and as necessary permanent) injunction restraining any sale, transfer, assignment,~~ **encumbrance,** ~~or other disposition of real property and~~ **equipment** ~~of the Sirona~~ **enterprise, except** ~~in the ordinary course with adequate protection-, pending determination and perfection? registry reflection of the Plaintiffs' first priority ranking across all~~ **enterprise** ~~assets: leave to register Certificates of Pending Litigation against specified titles, with PPSA-PPR-ROPRM directions as neededv~~

74. 3*A Pre- and Post-Judgment Interest: Interest as allowed by law. including under the Court Order Interest Act (BC).

75. 40r Further Relief: Such further and other relief as this Honourable Court deems just.

76 J+r Jurisdiction. Anti-Suit & Transfer Relief (Anti-Multiplicity):

(i) A declaration that British Columbia is the appropriate forum for disputes arising from, or sufficiently connected to. the SPA. GSA. Escrow Agreement and Sirona Enterprise assets. and that related Alberta proceedings, including the action stvled Sunera Acreage Holdings Inc, et al. v. Pern. Caruso. Court of King's Bench Action No. 2503-16632 (the 'AB

Action"), should be staved on forum non conveniens and anti-multiplicity grounds in favour of this proceeding insofar as thev duplicate or overlap the issues pleaded herein (SPA/GSA enforcement collateral, governance, communications, and enterprise remedies). ~~A declaration that British Columbia~~ **is** ~~the appropriate forum, and that related Alberta proceedings (including any actions in the Alberta Court of Justice and/or Court of King's Bench touching the same parties, transactions, and collateral)~~ **should** ~~be staved ort forum non conveniens grounds in favour of this proceeding.~~

(ii) An order staying further steps in the AB Action and any other overlapping Alberta proceedings (save steps ~~needed to~~ **effect** ~~transfer or to give~~ **effect** ~~to this Court's orders).~~

(iii) In the further alternative, directions that the parties co-operate in a transfer of overlapping Alberta proceedings to the Supreme Court of British Columbia, including consents and undertakings required under the Court Jurisdiction and Proceedings Transfer Act regimes.

(iv) Directions that nothing herein constitutes attornment to Alberta for any employment/consulting issues already before other tribunals/courts. which are expressly preserved.

(v) Costs of this relief on a solicitor-client basis.

77. -4j- First-Ranking Priority Final Directions: A final declaration that Perry and Caruso hold first-ranking, perfected security interests over all Sirona enterprise assets and proceeds, including the Sirona Enterprise Equipment Assets and genetics described in Schedule "A", with priority over the Defendants and third parties, together with mandatory directions to deliver books/records and to make any PPSA/PPR/RDPRM filings or amendments necessary to reflect such priority and to give effect to any tracing, constructive-trust, equitable-lien and conversion remedies found appropriate by this Court on a single-enterprise / alter-ego basis.

PART 3: LEGAL BASIS

78. -Ck This Court has jurisdiction. There is a real and substantial connection to British Columbia: SuneRa is a B.C. corporation; key director/officer decisions were made in B.C.; material communications, solicitations, and negotiations occurred in B.C.; relief is sought against B.C.

defendants and B.C. assets; and the enterprise operated as a single, integrated business branded "Sirona" across B.C.. Alberta, and Quebec.

79. 4-k The proceeding is properly brought in British Columbia under the Court Jurisdiction and Proceedings Transfer Act and the Supreme Court Civil Rules. Venue in Vancouver is appropriate given the parties' residence, governing corporate domiciles, and the location of witnesses, records, collateral, and registries to be engaged for the relief sought.

80. 45r The Alberta action styled Court of King's Bench Action No. 2503 16632 (the ”AB Action") should be stayed on forum non conveniens and anti-multiplicity grounds. The AB Action duplicates issues raised here (SPA/GSA enforcement, collateral, governance, and communications), risks inconsistent findings, and would multiply costs. British Columbia is the more convenient forum for the core enterprise and governance issues pleaded in Parts 1 and 2.

81. 46r In the alternative, the parties should be directed to co-operate in transferring overlapping Alberta proceedings to this Court. Nothing herein constitutes attornment to Alberta on employment/consulting issues before other tribunals/courts; those matters are expressly-preserved.

82. 4?r The Defendants are liable in contract for breach of the Share Purchase Agreement (SPA), the Escrow Agreement, and the General Security Agreement (GSA). including failure to pay the SPA cash consideration, failure to repurchase escrowed shares upon default, obstruction of perfection steps, and failure to protect collateral.

83.4&T The Plaintiffs are entitled to contractual and equitable remedies, including specific performance (escrowed shares/repurchase). rescission or equitable compensation in the alternative, damages for non-payment and consequential loss, contractual interest, and recovery of enforcement costs and expenses under the GSA.

84. The Defendants, including the individual directors and Doe Defendants, are liable in defamation and/or injurious falsehood in respect of the Cvber-Attack Accusations and related statements that the Plaintiffs "hacked" or committed a "cvber-attack" on Sirona systems, which were false, made maliciously or with reckless disregard for the truth, referred to the Plaintiffs, were published to third parties (including regulators, investors, brokers, counterparties and in pleadings), and caused reputational and pecuniary loss.

85. The Plaintiffs further plead that the Defendants' allegations in this proceeding and the Alberta proceedings that Perrv falsely told employees that Sirona was involved in "unlawful conduct including illegal genetics transfers and illegal lab testing procedures" are unfounded. To the extent Perrv or Caruso referred to genetics or testing compliance, those statements were truthful or substantially true compliance warnings, or recognizable opinion grounded in disclosed facts, made on occasions of qualified and whistleblower privilege to persons with a duty or interest to receive them, and/or were responsible communication on matters of public and regulatory interest. The Defendants' attempt to recast good-faith compliance and whistleblower communications as "Unlawful Conduct" is itself part of the retaliatory defamation, conspiracy, oppression and abuse-of-process pattern pleaded in this action.

86. Further particulars of the unlawful means and abuse of process include the Defendants' commencement, maintenance and tactical use of the Alberta proceedings, including the Alberta Court of King's Bench Action, as a vehicle to: (a) re-plead the same false "cyber-attack". "Secret Recording" and "Confidential Information" narratives relied on in the Hannan Response; (b) frame the Plaintiffs as cyber-criminals and disloyal insiders to regulators, investors and the courts; (c) seek stays, transfers and "spoliation ' findings to avoid scrutiny of the Defendants' own defaults and destruction of collateral: and (d) chill and punish the Plaintiffs for enforcing their SPA/GSA rights and raising good-faith whistleblower concerns,

87. The Plaintiffs say that this pattern of duplicative and retaliatory litigation, coupled with the false "Cvber-Attack Accusations" and "Secret Recording" narrative, constitutes an abuse of the Court's process and unlawful means in turtherance ot the conspiracy. It has..caused and continues to cause the Plaintiffs significant harm, including legal expense, reputational

damage, delay in enforcing first-ranking security oxer Sirona Enterprise assets, and prejudice to their ability to mitigate loss by implementing the $20-million financing and restructuring proposals they adx'anced after their termination. Aggravated and punitive damages are claimed in respect of this abuse of process and conspiracy .

88. 49. 1‘he Plaintiffs seek declarations and mandatory orders respecting first-ranking security-oxer all present and after-acquired personal property and proceeds of the Sirona enterprise, with directions for registry filings and perfection steps under the Personal Property Security Acts of British Columbia and Alberta and the Quebec Civil Code (RDPRM hypothec), including continuations, amendments, subordinations, control agreements, delivery of share certificates and minute books, and IP assignments.

89. The Plaintiffs seek declarations and mandatory orders respecting first-ranking security over all present and after-acquired personal property and proceeds of the Sirona enterprise, with directions for registry filings and perfection steps under the Personal Property Security Acts of British Columbia and Alberta and the Quebec Civil Code (RDPRM hypothec), including continuations, amendments, subordinations, control agreements, delivery[7] of share certificates and minute books, and IP assignments. Having regard to the way SuneRa. Pharma and Farms held out and operated the Sirona Enterprise, the Plaintiffs rely on single-enterprise and alter-ego principles to extend their GSA security and SPA/Escrow remedies to Sirona Pharma and to support equitable tracing and constructive-trust relief over the Schedule "A" Sirona Enterprise Equipment Assets. Given the destruction and dissipation of Sirona Farms collateral. it would be unjust for the Defendants or Key-Im estor vehicles to retain Sirona Pharma assets and proceeds free of the Plaintiffs' priority interests.

90. Given obstruction and delay by the Defendants in completing perfection, interlocutory and (as necessary) permanent injunctive relief is warranted to preserve status quo and protect the Plaintiffs' bargained-for priority and collateral value, including anti-encumbrance restraints and preserx ation of records and credentials.

9] . 5-k Interlocutory' relief is justified under the RJR-MacDonald test: (a) there is a serious issue to be tried (breaches under the SPA/GSA and threatened dissipation/encumbrance of collateral): (b) the Plaintiffs will suffer irreparable harm absent relief (loss of collateral priority, market position, and data/records not compensable in damages); and (c) the balance of convenience favours maintaining enterprise assets and registries pending trial.

92. A2r The corporate and individual Defendants are jointly and severally liable based on agency, common control, representations of a single Sirona enterprise, and the integrated conduct pleaded. Personal liability of Chiasson. Gupta, and Spears arises from fiduciary breaches, inducing breach of contract, unlawful means conspiracy/intimidation. and, in the alternative, oppression remedies available against directors and officers.

93. jCT The Plaintiffs plead negligent and/or fraudulent misrepresentation concerning capitalization, financing, compliance, and governance, made to the Plaintiffs and to inveslors/counterparties. The representations were false or misleading, made negligently or fraudulently , reasonably relied upon, and caused foreseeable loss including enterprise value diminution and collateral impairment.

94. 44-r Communications by the Plaintiffs to regulators, investors, counterparties, brokers, and stakeholders were made in good faith on matters of Key Investor or Secured Party concern and/or on matters of public interest, and under qualified, common-interest, regulatory and/or whistleblower privilege. Any defamation-adjacent allegations concerning those communications are answered by truth/substantial truth, responsible communication, fair comment, and privilege.

95. phe Plaintiffs plead legal and equitable set-off as against any amounts alleged by the Defendants, together with a full accounting concerning monies received/expended. collateral dispositions, encumbrances granted, compliance measures, and investor/regulatory communications.

96. Security for costs is justified having regard to insolvency/CCAA risk, multiplicity of proceedings, alleged lack of insurance, and the Defendants' litigation conduct pleaded in Part 1 Statement of Facts.

97. Certificates of Pending Litigation and preservation orders over identified real property and equipment are warranted to prevent dissipation and to secure effective relief, with leave to register and maintain such instruments pending final determination.

98. The Plaintiffs claim pre- and post-judgment interest as allowed by law and seek special or solicitor-client costs given the oppressive and bad-faith conduct pleaded and the need to protect the administration of justice from duplicative proceedings.

Place of trial: Vancouver

The address of the registry is: Vancouver Law Courts. 800 Smithe Street. Vancouver. BC V6Z 2E1

Plaintiff Perry- Address for service:401-1419 Beach Ave. Vancouver. BC. V6G-1 Y3. 604-616-3331. stevanperry24@gmail.com

Plaintiff Caruso Address for service: 63902 Maubourg Avenue. Montreal. QC. HIM 2C8. 514-823-1563. salcaruso22@gmail.com

Defendants Service Address: LAWSON LUNDELL LLP, 1100. 225 - 6th Avenue SW. Calgary. AB T2P 1N2. **Attn: J. Kelly Hannan,** Tel: (403)218-7541. Fax: (403)269-9494. Email: khannan@lawsonlundell.com . File No. 110358- 186870

DATED at Vancouver. British Columbia, this 20th da\ of November. 2025.

Stevan Pern-

Plaintiff. self-represented

Calogero Caruso

Plaintiff, self-represented

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must.

within 35 days after the end of the pleading period.

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) al! other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

APPENDIX

Schedule “F”

Karen Zahacy

From: Emmanuel Angui <peangui@olymbec.com>
Sent: January 14, 2026 8:56 AM
To: Chris Nyberg
Cc: Kaitlin Ward
Subject: RE: Sirona CCAA - Document Request

[EXTERNAL MESSAGE]

Without prejudice

Good morning Chris,

Please be advised that the removal of all items abandoned in premises leased from Olymbec by Sirona was not inventoried.

Our client cannot provide the requested documents as they do not exist.

Best regards,

Emmanuel Angui
Avocat | Lawyer
Les Services juridiques Aquilam enr.

Tel: 1 514 344-3334 x1244
Fax: 1 514 344-8027
333 Boul. Decarie, 5e Etage
Ville St-Laurent, Québec H4N 3M9
peangui@olymbec.com

From: Chris Nyberg <cnyberg@mltaikins.com>
Sent: Monday, January 12, 2026 3:32 PM
To: Emmanuel Angui <peangui@olymbec.com>
Cc: Kaitlin Ward <kward@mltaikins.com>
Subject: Sirona CCAA - Document Request

Good afternoon Emmanuel,

We are counsel to the Sirona group in their CCAA proceedings. We understand that Olymbec coordinated the destruction of the cannabis at the Sirona Farms site as part of their enforcement action and that such destruction was inventoried.

Are you able to please send us a copy of those inventory destruction documents for our records?

Chris.

Chris Nyberg*
Partner
P: (403) 693-2636 | **E:** cnyberg@mltaikins.com

MLT Aikins LLP
2100 Livingston Place
222 3rd Ave SW
Calgary, AB T2P 0B4
**Law Corporation*

BIO | VCARD

Our offices are located on the territories of Indigenous peoples, including the First Nations of Treaties 1, 4, 6 and 7, the Coast Salish peoples, as well as other non-Treaty First Nations and Métis. We are committed to reconciliation.

Schedule “G”

SCHEDULE A

Documents for Production

1. Perfection/registration record (Applicants/Monitor side): all PPSA/PPR/RDPRM searches/registrations, results, registration numbers, dates, supporting instructions, and any continuation/amendment/discharge documentation, including any attempted but not completed filings and the reason(s) they were not completed.

2. Execution status / signing package (Applicants' side): the complete signing record for all security documents contemplated by the Transaction Agreements, including any drafts and partially executed versions, signature pages, DocuSign envelopes (if any), closing transmittals, and confirmation whether fully executed versions exist for the Guarantee and/or Hypothec (and if not, when and why execution did not occur).

3. Post-closing undertakings & responsibility chain (Applicants/Monitor side): correspondence and records showing who was responsible for each post-closing escrow/security/perfection step (including Quebec/RDPRM steps), status updates, and any refusals/obstructions/non-responses, including communications with the Escrow Agent and any instructions given or withheld.

4. Escrow Agent / closing file (Applicants' side): the complete escrow/closing record, including what executed versions were delivered by the Applicants (if any), undertakings, delivery receipts, and related correspondence.

5. Corporate authority/approvals (if they exist): any resolutions, officer certificates, incumbency records, or corporate approvals relied upon or required to authorize the security and/or implement any perfection steps, or written confirmation that no such records exist.

SP

Schedule “H”

SCHEDULE B

Monitor Review Topics (Secured Status / Perfection)

1. Execution status: confirm whether fully executed versions exist for the Hypothec and/or Guarantee from the Applicants' side; if not, confirm when execution was requested and why execution did not occur.

2. Registration status: identify what PPSA/PPR/RDPRM registrations (if any) were actually filed in respect of the intended security, including registration numbers, dates, and search results; and identify any attempted but not completed filings and the reason(s) they were not completed.

3. Post-closing undertakings / responsibility chain: identify who (Applicants, counsel, Escrow Agent, or others) was responsible for each post-closing step required to implement/perfect the intended security (including Quebec/RDPRM steps), with the key objective records evidencing that allocation and status.

4. Record completeness: confirm what implementation/perfection records are missing (if any), where they ought to be maintained, and what steps have been taken to locate and preserve them.

5. Monitor reliance: identify the objective documents relied upon in taking the position that the security "appears unperfected."

SP

Schedule “I”

SCHEDULE A

Documents for Production (Asset Tracing)

1. **SPA Assets Schedules (complete):** all SPA schedules and amendments/updates identifying equipment, inventory, genetics/strains/seeds/clones, IP, websites/domains, and related records (including backup support for schedule creation and any later revisions).

2. **Current asset/inventory snapshot:** the most current fixed asset register (if maintained), inventory listing(s), location registers, and any offsite/third-party storage listings.

3. **Traceability / inventory system exports:** exports and reports sufficient to reconcile Scheduled Assets to current records, including (as applicable) movement logs, propagation/harvest/processing records, adjustment logs, destruction logs, and reconciliation reports.

4. **Dispositions and transfers:** bills of sale, transfer records, disposal/scrap records, write-off support, internal approvals, and any agreements affecting Scheduled Assets (including any genetics/IP transfers, licenses, or third-party propagation arrangements).

5. **Banking (proceeds tracing):** bank statements for each Applicant entity from closing to present, together with deposit detail and supporting documentation sufficient to identify receipts and uses of proceeds relating to asset dispositions or inventory sales.

6. **General ledger detail:** transaction-level GL detail and subledgers for accounts relevant to tracing, including inventory, fixed assets, gain/loss on disposal, intercompany accounts, related-party accounts, and material manual journal entries/adjustments.

SP

7. **Intercompany:** intercompany loan ledgers, reconciliations, and supporting entries showing transfers between Applicant entities (and any related parties, if applicable), including purpose descriptions and authorizations.

8. **Third-party custody:** records identifying any third parties holding, propagating, storing, transporting, or otherwise controlling genetics/IP/inventory/equipment on behalf of any Applicant, including contracts, invoices, shipping records, and chain-of-custody documentation.

9. **Digital IP control records:** domain registrar records, hosting/admin logs, account access lists for website/social platforms, and any transfers of administrative control post-closing.

10. **Preservation / litigation hold evidence:** documentation confirming that relevant electronic and physical records have been preserved, including backup/retention settings for key systems, and identification of custodians and repositories searched.

SP

Schedule “J”

SCHEDULE B

Monitor Tracing Topics

1. **Asset reconciliation:** reconcile the Scheduled Assets (from the Assets Schedule) to the Applicants' current records and identify missing categories/items (if any), including the basis for any "missing" conclusions.

2. **Genetics/IP pathway:** identify what objective records show regarding genetics/strains/seeds and related IP categories (movements, propagation, destruction, transfers, licensing, or commingling).

3. **Disposition/proceeds:** identify whether Scheduled Assets were sold/transferred/disposed of post-closing and trace any proceeds into bank accounts and ledger entries (including timing, amounts, and descriptions).

4. **Intercompany flows:** identify and summarize intercompany transfers affecting assets/cash relevant to tracing, including timing, amounts, descriptions, and any related-party indicators.

5. **Gaps and preservation:** identify missing record categories (if any), where they should exist, steps taken to locate/preserve them, and any limitations on the Monitor's ability to conclude.

SP

Schedule “K”

SCHEDULE A
Documents for Production (Cyber Incident)

1. **Incident narrative and timeline:** incident reports, incident response records, internal timelines, and any document describing when the incident occurred, when it was first detected, and how it was characterized.

2. **Documents relied on for the allegation:** all documents and records relied on to attribute or imply responsibility to Stevan Perry, including drafts, notes, and communications. To the extent any documents are withheld on a claim of solicitor-client privilege or litigation privilege, a privilege log should be provided identifying the document, date, sender/recipient(s), general subject, and the privilege claimed.

3. **Communications at issue:** (i) the complete WhatsApp export(s) and related message threads referenced in the Chiasson Affidavit; (ii) the complete June 25, 2025 email chain (including attachments and, where available, full headers/metadata); and (iii) internal communications about those messages/emails and the decision to advance the cyber-attack allegation.

4. **IT vendor / forensic materials:** all engagement letters, statements of work, invoices, reports and findings from any IT service provider, cybersecurity consultant, or forensic firm retained in relation to the alleged incident.

5. **System access logs:** exports of relevant authentication and access logs for the relevant period, including VPN logs, firewall logs, server logs, email logs, file access logs, Elevated Signals server access logs, and CTS audit logs.

6. **Account and privilege lists:** lists of administrator accounts, privileged users, and access roles for all relevant systems during the relevant period, including changes to those lists.

7. **Backups and restores:** backup/retention configurations and logs showing what backups exist, when restores were performed (if any), and the status of backups before and after the alleged incident.

SP

8. **Device inventory and custody:** inventories of servers, workstations, and devices used for core operations and IT administration, and records evidencing custody/control of those devices during the relevant period.

9. **Insurance / regulator / law enforcement communications:** all communications with cyber insurers, adjusters, brokers, regulators, and law enforcement referencing the alleged incident, including any claims made, proofs of loss, coverage positions, and payments (if any), and any notifications or reports.

10. **Preservation steps:** documentation confirming current log retention settings, legal hold measures, and steps taken to preserve relevant evidence, including any legal holds, mailbox holds, and imaging steps.

11. **Privilege log and withheld materials:** where production is withheld on privilege, provide a privilege log as above, and confirm whether any third-party forensic/incident-response materials exist and are being withheld, identifying them on the privilege log without disclosing privileged substance.

SP

Schedule “L”

SCHEDULE B
Monitor / Forensic Review Topics

1. **Scope and chronology:** determine what occurred, when it occurred, how it occurred, and what systems were impacted (if any).

2. **Indicators of compromise:** identify objective technical indicators (log entries, authentication events, malware indicators, etc.) supporting or refuting the existence and nature of the incident.

3. **Attribution:** identify what objective evidence, if any, supports attributing the incident to any particular person, including me, and whether such attribution is reliable.

4. **Incident response and preservation:** summarize what steps were taken to investigate and remediate, whether logs were preserved, and whether qualified forensic support was engaged; confirm what evidence exists and what has been overwritten or lost.

5. **Traceability / CTS context:** assess whether traceability and recordkeeping gaps described by Ms. Yachimec pre-dated the alleged cyber incident and whether they are consistent with non-cyber causes, and identify what objective system evidence exists to verify the state of those records.

SP