



Court File No. CL-26-00000039-0000

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

THE HONOURABLE) TUESDAY, THE 28TH DAY
)
JUSTICE KIMMEL) OF APRIL, 2026

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF AYURCANN HOLDINGS CORP. and
AYURCANN INC. (collectively the "**Applicants**" and each an
"**Applicant**")

**ORDER
(APPROVAL AND REVERSE VESTING ORDER)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things: (a) approving the agreement of purchase and sale dated March 31, 2026 (the "**Agreement**") entered into between Ayurcann Holdings Corp. ("**Holdings**"), Ayurcann Inc. ("**Ayurcann**") and Emblem Cannabis Corporation (or its assignee in accordance with the terms of the Agreement, the "**Purchaser**") and the transactions contemplated therein (the "**Transactions**"); (b) approving the agreement of purchase and sale dated February 8, 2026 between the Applicants and Auxly Cannabis Group Inc. ("**Auxly**") (the "**Back-Up Agreement**") and the transactions contemplated therein (the "**Back-Up Transactions**"), only to the extent that the Agreement and the Transactions contemplated by the Agreement do not close; (c) adding Ayurcann Holding Corp. ("**Residual Co.**") as an Applicant to these CCAA proceedings (the "**CCAA Proceedings**"); (d) transferring and vesting all of the right, title and interest of Ayurcann in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities (each as defined in the Agreement) to and in Residual Co.; (e) authorizing and directing Ayurcann to issue the Purchased Shares (as defined in the Agreement) and vesting in and to the Purchaser all right, title and interest in and to the Purchased Shares, free and clear of any Claims and Encumbrances

(each as defined below); (f) terminating and cancelling all of the Equity Interests (as defined below) of Ayurcann other than the Purchased Shares for no consideration; (g) approving certain distributions to Auxly from the Sale Proceeds (as defined below); (h) granting certain releases in favour of the Released Parties (as defined below); and (i) granting certain ancillary relief, was heard this day by judicial videoconference via Zoom.

ON READING the Motion Record of the Applicants, including the affidavit of Igal Sudman sworn April 21, 2026 (the “**Sudman Affidavit**”) and the Exhibits thereto, the Third Report of Alvarez & Marsal Canada Inc. (“**A&M**”) in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”) dated April 24, 2026 (the “**Third Report**”), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel to the Purchaser, counsel to Auxly and counsel for those other parties appearing as indicated by the Participant Information Form, no one appearing for any other party, although duly served as appears from the lawyer’s certificate of service of Jamie Ernst, as filed,

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Agreement, the Sudman Affidavit and the Second Amended and Restated Initial Order of this Court made on February 13, 2026 in these CCAA Proceedings (the “**SARIO**”), as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS** that the Agreement and the Transactions be and are hereby approved and that the execution of the Agreement by each of the Applicants is hereby authorized and approved, *nunc pro tunc*, with such minor amendments as the parties thereto may deem necessary with the approval of the Monitor. The Applicants are hereby authorized and directed to perform their obligations under the Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including the cancellation of all equity interests of Ayurcann issued and outstanding immediately

prior to the Closing Time (including any options, warrants, conversion or subscription rights and any other equity or equity-linked interests but excluding the Purchased Shares) (collectively, the “**Equity Interests**”) and the issuance of the Purchased Shares to the Purchaser.

4. **THIS COURT ORDERS** that the Back-Up Agreement and the Back-Up Transactions, be and are hereby approved, with such minor amendments as the parties thereto may deem necessary with the approval of the Monitor. For certainty, such authorization and approval shall only be effective if the Transactions contemplated by the Agreement cannot be closed. The Applicants are, solely in those circumstances, authorized and directed to perform their obligations under the Back-Up Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Back-Up Transactions. If the Transactions do not close for any reason, all references herein to “Purchaser”, “Agreement” and “Transactions” shall be automatically replaced with “Auxly”, “Back-Up Agreement” and “Back-Up Transaction”, respectively, and paragraphs 21-25 of this Order shall be deemed to be deleted in their entirety.

5. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicants to proceed with the Transactions, and that no shareholder, director or other approval shall be required in connection therewith.

6. **THIS COURT ORDERS** that at the time of the delivery of the Monitor’s certificate substantially in the form attached as **Schedule “A”** hereto (the “**Monitor’s Closing Certificate**”) to the Applicants and the Purchaser (the “**Closing Time**”) the following shall occur and shall be deemed to have occurred at the following times and in the following sequence:

- (a) first, on the day prior to the Closing Date:
 - (i) in accordance with paragraph 18 hereof, Residual Co. shall be deemed to be a company to which the CCAA applies and shall be added to these CCAA Proceedings as an Applicant; and
 - (ii) the Purchaser shall pay the Purchase Price and an amount equal to the Cure Costs (if any) to the Monitor, in trust in accordance with section 3.3 of the Agreement;
- (b) second, at 11:59 p.m. the day prior to the Closing Date:

- (i) all of Ayurcann's right, title and interest in and to the Excluded Assets and Excluded Contracts shall transfer to and vest absolutely and exclusively in Residual Co., with all applicable Claims and Encumbrances continuing to attach to the Excluded Assets, in either case with the same nature and priority as they had immediately prior to the transfer; and
 - (ii) all Excluded Liabilities shall be channeled to, assumed by and vested absolutely and exclusively in Residual Co., such that the Excluded Liabilities shall become the obligations of Residual Co., and shall no longer be obligations of Ayurcann;
- (c) third, at 12:05 a.m. on the Closing Date, all of Ayurcann's assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate, including property held in trust for Ayurcann, other than the Excluded Assets (collectively, the "**Retained Property**"), shall be and are hereby forever released and discharged from such Excluded Liabilities and all Claims and all Encumbrances affecting or relating to the Retained Property are hereby expunged and discharged as against the Retained Property;
- (d) fourth, at 12:10 a.m. on the Closing Date, in consideration for the Purchase Price, Ayurcann shall issue the Purchased Shares to the Purchaser and all of the right, title and interest in and to the Purchased Shares shall vest absolutely in the Purchaser, and the Retained Property will be retained by Ayurcann, free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the SARIO or any other Order of the Court in these CCAA Proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other

personal property registry systems (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances listed on **Schedule “B”** hereto);

- (e) fifth, at 12:15 a.m. on the Closing Date, all Equity Interests of Ayurcann shall be deemed terminated and cancelled without consideration and the only equity interests of Ayurcann that shall remain shall be the Purchased Shares; and
- (f) lastly, at 12:20 a.m. on the Closing Date, Ayurcann shall be deemed to cease being an Applicant in these CCAA Proceedings, and Ayurcann shall be deemed to be released from the purview of the SARIO and all other Orders of this Court in these CCAA Proceedings, save and except for this Order, the provisions of which (as they relate to Ayurcann) shall continue to apply in all respects.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court and serve on the Service List a copy of the Monitor’s Closing Certificate, forthwith after the Closing Time.

8. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Applicants and the Purchaser or their respective counsel regarding the satisfaction or waiver of the conditions to closing under the Agreement and shall have no liability with respect to the delivery and filing of the Monitor’s Closing Certificate.

9. **THIS COURT ORDERS** that upon delivery of the Monitor’s Closing Certificate, and upon filing of a copy of this Order together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction, including Health Canada, with respect to Ayurcann, the Retained Property or the Excluded Assets (collectively, the “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of a copy of the Monitor’s Closing Certificate and a copy of this Order as though they were originals and to register such transfers and interest authorizations as may be required to give effect to the terms of this Order and the Agreement. Presentment of this Order and the Monitor’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interest against any of the Retained Property and the Monitor and the Purchaser are hereby specifically authorized to discharge any registrations against the Retained Property and the Excluded Assets, as applicable.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims from and after the Closing Time, all Claims and Encumbrances transferred, assumed, released, expunged and discharged pursuant to paragraph 6 hereof, including against Ayurcann, the Retained Property and the Purchased Shares, shall attach to the net proceeds from the Transactions (the “**Sale Proceeds**”) with the same nature and priority as they had immediately prior to the Transactions as if the Transactions had not occurred.

11. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Applicants or the Monitor, as the case may be, are authorized, permitted and directed to, at the Closing Time, disclose to the Purchaser, all human resources and payroll information in the Applicants’ records pertaining to past and current employees of Ayurcann. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Applicants.

12. **THIS COURT ORDERS** that, at the Closing Time and without limiting the provisions of paragraph 6 hereof, the Purchaser, Ayurcann and the Monitor shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, Ayurcann including without limiting the generality of the foregoing, all Taxes for which they could otherwise have joint or several liability in connection with Ayurcann provided, as it relates to the Purchaser and Ayurcann, such release shall not apply to: (a) Taxes in respect of the business and operations conducted by Ayurcann after January 30, 2026 (the “**Filing Date**”); (b) Taxes expressly retained or assumed as Retained Liabilities pursuant to the Agreement; or (c) Taxes payable under paragraph 9 of the SARIO. For greater certainty, nothing in this paragraph shall release or discharge Residual Co. from any Claims with respect to Taxes that are transferred to and vested in Residual Co.

13. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Agreement (and, for greater certainty, excluding the Excluded Contracts and Excluded Liabilities), all Retained Contracts to which Ayurcann is a party at the time of delivery of the Monitor’s Closing Certificate will be and remain in full force and effect upon and following delivery of the Monitor’s Closing Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) who is a party

to any such Retained Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set off, dilution or other remedy) or make any demand under or in respect of any such Retained Contract and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the Closing Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of Ayurcann);
- (b) the insolvency of Ayurcann or the fact that Ayurcann obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Agreement, the Transactions, the provisions of this Order or any other Order of this Court in these CCAA Proceedings; or
- (d) any transfer or assignment, or any change of control of Ayurcann arising from the implementation of the Agreement, the Transactions or the provisions of this Order.

14. **THIS COURT ORDERS**, for greater certainty, that (a) nothing in paragraph 13 hereof shall waive, compromise or discharge any obligations of Ayurcann or the Purchaser in respect of any Retained Liabilities, (b) the designation of any Claim as a Retained Liability is without prejudice to any of Ayurcann's or the Purchaser's right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the Agreement shall affect or waive Ayurcann's or the Purchaser's rights and defences, both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

15. **THIS COURT ORDERS** that from and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of Ayurcann then existing or previously committed by Ayurcann, or caused by Ayurcann, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation, expressed or implied in any contract or lease existing between such Person and Ayurcann (including for certainty, those contracts or leases constituting the Retained Property)

arising directly or indirectly from the filing by the Applicants under the CCAA and implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 13 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a contract or a lease shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse Ayurcann or the Purchaser from performing their obligations under the Agreement, or be a waiver of defaults by Ayurcann or the Purchaser under the Agreement and the related documents.

16. **THIS COURT ORDERS** that, from and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against Ayurcann or the Purchaser relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities or any other claims, obligations or other matters that are waived, released, expunged or discharged pursuant to this Order.

17. **THIS COURT ORDERS** that from and after the Closing Time:

- (a) the nature of the Retained Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount, priority and secured or unsecured status, shall not be affected or altered as a result of their transfer to Residual Co.;
- (c) any Person that, prior to the Closing Time, had a valid right or claim against Ayurcann under or in respect of any Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have an Excluded Liability Claim against Ayurcann, but will have an equivalent Excluded Liability Claim against Residual Co. in respect of the Excluded Liability from and after the Closing Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against Residual Co.; and

- (d) any Person with an Excluded Liability Claim against Residual Co. following the Closing Time shall have the same rights, priority and entitlement as against Residual Co. as such Person with an Excluded Liability Claim had against Ayurcann prior to the Closing Time.

18. **THIS COURT ORDERS** that, as of the Closing Time:

- (a) Residual Co. shall be a company to which the CCAA applies; and
- (b) Residual Co. shall be added as an Applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these proceedings to (i) an “Applicant” shall refer to and include Residual Co.; and (ii) “Property” shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of Residual Co. (collectively the “**Residual Co. Property**”), and, for greater certainty, each of the Charges, shall constitute a charge on the Residual Co. Property.

19. **THIS COURT ORDERS** that Ayurcann is hereby permitted to execute and file articles of amendment, amalgamation, continuance, or reorganization or such other documents or instruments as may be required to permit or enable and effect the Transactions, including without limitation the issuance of shares, and such articles, documents, or other instruments shall be deemed to be duly authorized, valid, and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Transactions.

PAYMENTS OUT OF PURCHASE PRICE

20. **THIS COURT ORDERS** that the Monitor shall receive and hold the Sale Proceeds in trust for Residual Co.

21. **THIS COURT ORDERS** that the Monitor is authorized and directed to make one or more cash distributions to Auxly from the Sale Proceeds in an aggregate amount equal to:

- (a) all indebtedness owing by the Applicants under the DIP Facility, inclusive of all principal, interest and fees; and
- (b) the Bid Protections (together, the “**Distributions**”),

payment of which shall constitute full and final satisfaction of all indebtedness owing by the Applicants to Auxly under the DIP Agreement, the Stalking Horse Purchase Agreement and the Sale Process Approval Order.

22. **THIS COURT ORDERS AND DIRECTS** that the Distributions shall be free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) the Charges; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system in any province or territory in Canada.

23. **THIS COURT ORDERS** that the Monitor is hereby authorized to take all necessary steps and actions to effect the Distributions in accordance with the provisions of this Order, and shall not incur any liability as a result of making the Distributions, other than any liability arising as a direct result of the gross negligence or wilful misconduct of the Monitor.

24. **THIS COURT ORDERS** that upon the Monitor effecting the Distributions in full, the Bid Protections Charge and the DIP Lender’s Charge against Residual Co., the Residual Co. Property, Holdings or any Property of Holdings shall be automatically terminated, released and discharged without the need for any further action.

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

- (a) the pendency of these CCAA Proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C 195, c. B-3, as amended (the “**BIA**”), in respect of Residual Co. or any of the Applicants and any bankruptcy order issued pursuant to any such application; and

- (c) any assignment in bankruptcy made in respect of any of the Applicants or Residual Co.,

the Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to Residual Co., the issuance and vesting of the Purchased Shares in and to the Purchaser, any payment out of the Purchase Price authorized by this Order and any payments by or to the Purchaser, Ayurcann or the Monitor authorized herein, or pursuant to the Agreement) shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Applicants or Residual Co. and shall not be void or voidable by creditors of the Applicants or Residual Co., as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal, provincial or foreign legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

EXPANSION OF MONITOR'S POWERS

26. **THIS COURT ORDERS** that, upon the delivery of the Monitor's Closing Certificate pursuant to paragraph 6 hereof, in addition to the powers and duties of the Monitor set out in the SARIO or any other Order of this Court granted in these CCAA Proceedings, the Monitor be and is hereby authorized and empowered, but not required, to exercise any powers which may be properly exercised by the board of directors of Residual Co. including, without limitation, to:

- (a) cause Residual Co. to take any and all actions and steps, and execute all agreements, documents and writings, on behalf of, and in the name of Residual Co. in order to facilitate the performance of any of their powers or obligations, including, without limitation, as contemplated to be taken or executed by Residual Co. pursuant to or in connection with the Agreement or the Transactions contemplated thereby (or as otherwise may be considered necessary or desirable in connection therewith) or any Order of this Court;
- (b) cause Residual Co. to exercise any rights of the Applicants under or in connection with the Agreement or the Transactions;

- (c) open one or more new accounts in the name of the Monitor for and on behalf of Residual Co. (the “**Residual Co. Accounts**”), into which all funds, monies, cheques, instruments and other forms of payment payable to Residual Co. may be deposited from and after the making of this Order from any source whatsoever and to operate and control, on behalf of Residual Co., the Residual Co. Accounts in such manner as the Monitor, in its sole discretion, deems necessary or appropriate to assist with the exercise of the Monitor’s powers and duties;
- (d) cause Residual Co. to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the winding-down of Residual Co., the distribution of the proceeds of the property of Residual Co., or any other related activities, including in connection with bringing these CCAA Proceedings to an end;
- (e) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of Residual Co. (including any Governmental Authorities) in the name of or on behalf of Residual Co.;
- (f) conduct, supervise and direct the continuation or commencement of any process or effort to recover any Property or other assets of Residual Co. (including any accounts receivable or cash);
- (g) have access to all books and records that are the Property of or in the possession or control of Residual Co.;
- (h) facilitate or assist Residual Co. with accounting, tax and financial reporting functions, in each case based solely upon the information provided to the Monitor and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such reporting, remittances, statements and records;
- (i) act as an authorized representative of Residual Co. in respect of dealings with Canada Revenue Agency (“**CRA**”) or any other taxation authority, and the Monitor shall hereby be entitled to execute any appointment or authorization form on behalf of Residual Co. that CRA or any other taxation authority may require in order to

confirm the Monitor's appointment as an authorized representative for such purposes;

- (j) claim or cause Residual Co. to claim any and all insurance refunds or tax refunds to which Residual Co. is entitled;
- (k) cause the dissolution or winding-up of Residual Co. (and to the extent the Monitor so elects to dissolve or wind-up Residual Co. the stay under the SARIO is lifted to permit same);
- (l) apply to this Court for advice and directions or any further orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court, including for advice and directions with respect to any matter; and
- (m) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

MONITOR PROTECTIONS

27. **THIS COURT ORDERS** that nothing in this Order, including the release of Ayurcann from the purview of these CCAA Proceedings pursuant to paragraph 6(g) hereof and the addition of Residual Co. as an Applicant in these CCAA Proceedings, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings and A&M shall continue to have the benefit of any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the SARIO, any other Orders in these CCAA Proceedings or otherwise, including all approval, protections and stays of proceedings in favour of A&M in its capacity as Monitor, all of which are expressly continued and confirmed.

28. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following a motion brought on not less than 15 days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed

by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

29. **THIS COURT ORDERS** that the Monitor shall not as a result of this Order or any matter contemplated hereby: (a) be deemed to have taken part in the management or supervision of the management of the Applicants or Residual Co. or to have taken or maintained possession or control of the business or property of any of the Applicants or Residual Co., or any part thereof; or (b) be deemed to be in Possession of any property of the Applicants or Residual Co. within the meaning of any applicable Environmental Legislation and Cannabis Legislation or otherwise.

30. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, the Monitor, and each of its employees and representatives are not and shall not be or be deemed to be, a director, officer, employee, shareholder or partner of Residual Co. *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising as a direct result of the gross negligence or wilful misconduct of the Monitor.

31. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of Residual Co.

32. **THIS COURT ORDERS** that the Monitor shall not be, and nothing in this Order shall be deemed to cause the Monitor to be, liable for any employee-related liabilities of Residual Co., including wages, severance pay, termination pay, vacation pay and pension or benefit amounts.

33. **THIS COURT ORDERS** that: (a) in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor and its legal counsel shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the SARIO and any other Order of this Court (provided however that following the Closing Time, such charges and priorities shall not continue as against Ayurcann and the Retained Property) and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor in carrying out of the provisions of this Order and exercising any powers granted to it hereunder; and (b) the Monitor shall incur no liability or obligation as a result of exercising any powers granted to it hereunder, save and except for any gross negligence or wilful misconduct on its part.

RELEASES

34. **THIS COURT ORDERS** that, effective upon the filing of the Monitor's Closing Certificate, (a) the Applicants and their current directors and officers (the "**Directors and Officers**"), employees, consultants, legal counsel and advisors; (b) the current directors, officers and legal counsel of Residual Co.; (c) the Monitor and its legal counsel; (d) the Purchaser its legal counsel; and (e) the DIP Lender and its legal counsel (the Persons listed in (a), (b), (c), (d) and (e) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, claims for contribution or indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, duties, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise), based in whole or in part on any act or omission, transaction, offer, dealing or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Closing Certificate, including the Agreement, the Back-Up Agreement, the consummation of the Transactions or the Back-Up Transactions, as the case may be, the Distributions and any document, agreement, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing (collectively, the "**Released Claims**"), which Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to Residual Co. or to any other entity and are extinguished, provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar (i) any claim for fraud or any claim that is not permitted to be released pursuant to subsections 5.1(2) and 19(2) of the CCAA; or (ii) any claim that is an Insured Claim (as defined below).

35. **THIS COURT ORDERS** that, notwithstanding anything set out in any of the Orders made by the Court in these CCAA Proceedings, any Person shall be permitted to commence or continue an action, application or other proceeding in respect of any claim or liability against the Directors and Officers which is an insured claim (each an "**Insured Claim**") under any applicable directors' and officers' insurance policy (collectively, the "**Insurance Policies**") to the point of determination of liability, if any. The Person asserting an Insured Claim shall be entitled to recover solely from

the proceeds under the Insurance Policies to the extent available in respect of any such Insured Claim, and recovery of such Insured Claim shall be irrevocably and forever limited solely to such proceeds, without any additional rights of enforcement, recovery or recourse as against any of the Directors and Officers, and such Person shall have no right to, and shall not, directly or indirectly, make any claim or seek any recoveries from any of the Directors and Officers, other than enforcing such Person's rights to be paid by the applicable insurer(s) from the proceeds of the applicable Insurance Policies. Nothing herein shall prejudice, compromise, release or otherwise affect any rights or defences of any insurer with respect to its obligations under any of the Insurance Policies.

36. **THIS COURT ORDERS** that at the Closing Time, the Directors' Charge shall be automatically terminated, released and discharged without the need for any further action.

SEALING

37. **THIS COURT ORDERS** that Schedule "I" to the Agreement is hereby sealed until the earlier of: (i) 30 days following the Closing Time, or (ii) further Order of the Court, and shall not form part of the public record.

STAY EXTENSION

38. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including June 30, 2026.

GENERAL

39. **THIS COURT ORDERS** that any right of set off of CRA is preserved to the extent that: (i) any amounts that are, or become, due to an Applicant or Residual Co. with respect to obligations arising prior to the Filing Date are applied against any amounts that are, or become, due from such Applicant or Residual Co., as applicable, with respect to obligations arising prior to the Filing Date; or (ii) any amounts that are, or become, due to an Applicant or Residual Co. with respect to obligations arising after the Filing Date are applied against any amounts that are, or become, due from such Applicant or Residual Co., as applicable, with respect to obligations arising after the Filing Date.

40. **THIS COURT ORDERS** in the event of a conflict between the terms of this Order and those of the SARIO or any other Order of this Court, the provisions of this Order shall govern.

41. **THIS COURT ORDERS** that, following the Closing Time, the Purchaser and Ayurcann shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against Ayurcann, the Purchased Shares and the Retained Property.

42. **THIS COURT ORDERS** that, following the Closing Time, the title of these CCAA Proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF AYURCANN HOLDINGS CORP. and
AYURCANN HOLDING CORP. (collectively the "**Applicants**"
and each an "**Applicant**")

43. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

44. **THIS COURT ORDERS** that the Monitor and the Applicants shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court, tribunal or administrative body whether in Canada, the United States, or elsewhere, for orders which aid and complement this Order. All courts, tribunals and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor as may be deemed necessary or appropriate for that purpose.

45. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any foreign jurisdiction to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

46. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. Prevailing Eastern time on the date hereof that it is made and is enforceable without any need for entry and filing.

Jessica
Kimmel

Digitally signed by
Jessica Kimmel
Date: 2026.04.28
16:28:13 -04'00'

**SCHEDULE A
FORM OF MONITOR'S CLOSING CERTIFICATE**

Court File No. CL-26-00000039-0000

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF AYURCANN HOLDINGS CORP. and
AYURCANN INC. (collectively the "**Applicants**" and each an
"**Applicant**")

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to the Initial Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated January 30, 2026, as amended and restated on February 9, 2026 and February 13, 2026, Ayurcann Holdings Corp. and Ayurcann Inc. (collectively, the "**Applicants**") were granted protection from their creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and Alvarez & Marsal Canada Inc. was appointed as the monitor of the Applicants (in such capacity, the "**Monitor**").

B. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Approval and Reverse Vesting Order of this Court dated April 28, 2026 (the "**RVO**").

C. The Applicants and Emblem Cannabis Corporation (the "**Purchaser**") entered into an Agreement of Purchase and Sale (the "**Agreement**") dated March 31, 2026.

D. Pursuant to the RVO, the Court approved the Transactions contemplated by the Agreement and ordered, *inter alia*, that: (i) all of Ayurcann's right, title and interest in and to the Excluded Assets and Excluded Contracts shall vest absolutely and exclusively in Residual Co.; (ii) all of the Excluded Liabilities shall be transferred to, assumed by and vest in Residual Co.; and (iii) all of the right, title and interest in and to the Purchased Shares shall vest absolutely and exclusively in the Purchaser free and clear of and from any Claims and Encumbrances and all of the Equity Interests shall be cancelled and terminated, which vesting, terminating and cancelling is to be effective upon the delivery by the Monitor to the Purchaser and the Applicants of a

certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from the Applicants and the Purchaser that all conditions to closing have been satisfied or waived by the parties to the Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the Purchase Price.
2. The Monitor has received written confirmation from the Applicants and the Purchaser, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the Applicants or the Purchaser, as applicable, by the parties to the Agreement.
3. The Transactions have been completed to the satisfaction of the Monitor.
4. This Monitor's closing certificate was delivered by the Monitor at Toronto on **[insert date]**, 2026.

Alvarez & Marsal Canada Inc., solely in its capacity as Monitor of the Applicants and not in its personal or corporate capacity.

Per: _____

Name:

Title:

I have authority to bind the Corporation

**SCHEDULE B
PERMITTED ENCUMBRANCES**

NIL

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 AYURCANN HOLDINGS CORP. and AYURCANN INC.

Court File No.: CL-26-00000039-0000

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

Proceedings Commenced in Toronto

APPROVAL AND VESTING ORDER

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