REORGANIZATION AND INVESTMENT AGREEMENT

THIS REORGANIZATION AND INVESTMENT AGREEMENT is dated effective as of the 7th day of May, 2025,

AMONG:

> **WILLOW BIOSCIENCES INC.**, a corporation subsisting under the laws of the Province of Alberta (hereinafter referred to as "**Willow**" or the "**Corporation**")

AND:

> **MARK HODGSON, DON KORNELSEN, RYAN GIROUX, BLAIR ANDERSON AND RICHARD NADEN**, (the "**Initial Investor Group**")

WHEREAS:

1. The Parties desire to enter into this Agreement to, among other things, establish the terms and conditions upon which the Private Placement will be completed, the New Board and New Executives will be confirmed and appointed and the Consolidation and Name Change will be effected;
2. Concurrently with the execution of this Agreement, certain shareholders of Willow who hold, in the aggregate, at least 20.0% of the issued and outstanding common shares of Willow have entered into the Support Agreements (as defined herein); and
3. the Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties do hereby covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement (including the recitals hereto), unless there is something in the context or subject matter inconsistent therewith, the following defined terms have the meanings hereinafter set forth:

"**ABCA**" means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;

"**Acquisition Proposal**" means, other than the Disposition and the transactions contemplated by this Agreement, any written or oral offer, proposal, inquiry or request for discussions or negotiations from any Person or group of Persons "acting jointly or in concert" (within the meaning of National Instrument 62-104, Takeover Bids and Issuer Bids) (other than the Initial Investor Group) which contemplates, relates to or could reasonably be expected to lead to (in either case in one transaction or a series of transactions):

(a) any direct or indirect acquisition or purchase (or any lease, long-term supply agreement or other arrangement having the same economic effect as a purchase) of: (i) any assets of Willow; or (ii) any of the voting or equity securities of Willow (or rights or interests therein or thereto);

(b) any direct or indirect take-over bid, issuer bid, exchange offer, treasury issuance or similar transaction that, if consummated, would result in a Person or joint actors beneficially owning 20% or more of any class of voting or equity securities or any other equity interests (including securities convertible into or exercisable or exchangeable for equity interests) of Willow;

(c) a plan of arrangement, merger, amalgamation, consolidation, joint venture, partnership, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving Willow;

(d) any other transaction or series of transactions, the consummation of which would or could reasonably be expected to impede, interfere with, prevent, impair or delay the transactions contemplated by this Agreement or which would or could reasonably be expected to materially reduce the benefits to the Initial Investor Group under this Agreement; or

(e) any public announcement or other public disclosure of an intention to do any of the foregoing;

"**Agreement**" means this reorganization and investment agreement;

"**Anti-Corruption Laws**" has the meaning set forth in Section 4.1(aaa);

"**Applicable Canadian Securities Laws**", in the context that refers to one or more Persons, means, collectively, and as the context may require, the securities legislation of each of the provinces and territories of Canada that apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities and the rules, regulations and policies published and/or promulgated thereunder, including the rules of the TSX and the TSXV, as such may be amended from time to time prior to the Closing Date;

"**Applicable Laws**", in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial, municipal, regional or local law (statutory, common, or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated, or applied by a Governmental Authority and any terms or conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such person or persons or its business or their business, undertaking, property or securities and emanate from a person have jurisdiction over the person or persons or its or their business, undertaking, property or securities, including the TSX and the TSXV;

"**Articles of Amendment**" means the articles of amendment to be filed by Willow to give effect to the Consolidation and Name Change;

"**Board**" means the board of directors of Willow as it may be comprised from time to time, including any duly constituted committee thereof, unless the context requires otherwise;

"**Business Day**" means a day other than a Saturday, Sunday, a public holiday or a day when banks in Calgary, Alberta are not generally open for business;

"**Cancellation Agreements**" means agreements, in form satisfactory to each of Willow and the Initial Investor Group, acting reasonably, to be entered into between Willow and the holders of Options and DSUs whereby each holder of Options and DSUs agrees to exercise, surrender or forfeit, as applicable, such securities in accordance with Section 2.2;

"**Change of Control Payments**" means obligations of Willow, pursuant to all employment or consulting services agreements, director compensation programs, termination, severance, change of control, bonus and retention plans or policies for severance, termination, change of control, bonus or retention payments, any payments related to any incentive plan and any other payments Willow is required by law or contract or intends to make in connection with the termination of all employees of Willow at the Closing in accordance with the terms of this Agreement, arising out of or in connection with the transactions contemplated by this Agreement, excluding any entitlements pursuant to the settlement of DSUs;

"**Change of Management**" means the confirmation and appointment of the New Board and the New Executives;

"**Circular**" means the information circular and proxy statement to be prepared and sent by Willow to the Shareholders in connection with the Meeting;

"**Claim**" means any claim, demand, lawsuit, proceeding, arbitration or governmental investigation, in each case, whether asserted, threatened, pending or existing;

"**Closing**" means the completion of the Consolidation, the Name Change, the Private Placement and the Change of Management;

"**Closing Date**" means the date on which Closing is to occur, which shall be June 19, 2025;

"**Closing Time**" means 6:00 a.m. (Calgary time) on the Closing Date or such other time on the Closing Date as Willow and the Initial Investor Group may agree;

"**Common Shares**" means common shares in the capital of Willow;

"**Confidentiality Agreement**" means the confidentiality agreement dated May 2, 2025 between Willow and Mark Hodgson, on behalf of the Initial Investor Group;

"**Consolidation**" means the consolidation of Common Shares on the basis of one (1) post-consolidation Common Share for every five (5) pre-consolidation Common Shares, which shall occur prior to Closing;

"**Convertible Debentures"** means the 12.0% unsecured convertible debentures of Willow maturing on October 10, 2026;

"**Disclosure Documents**" means, collectively, the Circular, the Listing Application and any associated press releases;

"**Disclosure Letter**" means the letter of Willow addressed to the Initial Investor Group dated the date of this Agreement providing disclosure of certain information;

"**Disposition**" means the Corporation's sale of all of the issued and outstanding equity interests of Epimeron USA, Inc. on April 30, 2025 pursuant to the terms of the Disposition Agreement;

"Disposition Agreement" means the share sale agreement dated March 14, 2025 between the Corporation and the U.S. subsidiary of Mycofeast Ltd. in relation to the Disposition;

"**DSU Plan**" means the deferred share unit plan of Willow in effect as of the date hereof;

"**DSUs**" means the outstanding deferred share units of Willow granted under DSU Plan;

"**Employee Plan**" means all plans with respect to Employees or former employees of Willow to which Willow is a party to or bound by or to which Willow has an obligation to contribute relating to retirement savings, pensions, bonuses, profit sharing, deferred compensation, incentive compensation, life or accident insurance, hospitalization, health, medical or dental treatment or expenses, disability, unemployment insurance benefits, employee loans, vacation pay, severance or termination pay or other benefit plan;

"**Employees**" means all current employees of Willow;

"**Financial Statements**" means the audited consolidated financial statements of Willow as at and for the years ended December 31, 2024 and 2023, together with the notes thereto and the auditors' report thereon;

"**Governmental Authority**" means: (a) any international, multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau or agency, domestic or foreign; (b) any subdivision, agency, agent or authority of any of the foregoing; or (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency, stock exchange or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"**IFRS**" means International Financial Reporting Standards issued by the International Accounting Standards Board;

"**Initial Investor Group**" means, collectively, Mark Hodgson, Don Kornelsen, Ryan Giroux, Blair Anderson and Richard Naden;

"**Initial Investor Group Information**" means the information to be included in the Disclosure Documents concerning the Initial Investor Group;

"**Liens**" means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, other third person interests or encumbrances of any kind, whether contingent or absolute, and any agreement, options, rights or privileges (whether by Applicable Law, contract or otherwise) capable of becoming any of the foregoing;

"**Listing Application**" means the Form 2B listing application to be filed with the TSXV in connection with the listing of the Company;

"**Material Adverse Change**" or "**Material Adverse Effect**" means, with respect to Willow, any effect, change, event, development, circumstance or occurrence that, individually or in the aggregate with other such effects, changes, events, developments, circumstances or occurrences is, or would reasonably be expected to:

(a) be material and adverse to the current or future financial condition, business, capitalization, condition (financial or otherwise), liabilities (contingent or otherwise), or cash flows of Willow, taken as a whole, other than any effect, change, event or development resulting from:

  (i) general economic, financial, currency exchange, securities, credit or commodity prices in Canada or elsewhere;

  (ii) any matter in respect of which there has been disclosure in writing to the Initial Investor Group on or prior to the date hereof;

  (iii) changes in Applicable Laws (including tax laws and tariffs);

  (iv) any changes in IFRS;

  (v) the announcement of the execution of this Agreement or the transactions contemplated hereby;

  (vi) any changes in the trading price or trading volumes of the securities of Willow;

  (vii) any acts of God, riots, terrorism, sabotage, earthquakes, pandemics, epidemics, military action or war (whether or not declared), change in global, national or regional political conditions, civil unrest, or disturbances or similar event or escalation or worsening thereof; or

  (viii) any changes or effects arising from matters permitted or contemplated by this Agreement or consented to or approved in writing by the Initial Investor Group;

provided, however, that in each case, the causes underlying such changes may be considered to determine whether such causes constitute a Material Adverse Change or a Material Adverse Effect and where, in the case of (i), (ii), (iii), (iv) and (vii), such effect relating to or resulting from the foregoing does not have a disproportionate effect on the current or future financial condition, business, condition (financial or otherwise), liabilities (contingent or otherwise) or cash flows or prospects of Willow, taken as a whole, as compared to the corresponding effect on comparable Persons operating in the industries and geographic areas in which Willow operates; or

(b) materially impair the ability of Willow to consummate the transactions contemplated by this Agreement or that would materially impair, delay or impact its ability to perform its obligations under this Agreement;

"**Meeting**" means a special meeting of the Shareholders to be held to approve, among other things, the Consolidation and the Subsequent Consolidation, and any and all adjournments of such meeting;

"**misrepresentation**" has the meaning ascribed thereto under the Securities Act;

"**Money Laundering Laws**" has the meaning set forth in Section 4.1(zz);

"**Mutual Releases**" has the meaning set forth in Section 2.3(c);

"**Name Change**" means, together, a change of Willow's name from "Willow Biosciences Inc." to "2482118 Alberta Ltd." and, immediately thereafter, from 2482118 Alberta Ltd." to "Atlas Energy Corp." or such other name as is agreed to by the Corporation and the Initial Investor Group;

"**Net Surplus"** means the net surplus of Willow which includes any and all cash (including the proceeds from the Disposition), bank debt, working capital surplus (inclusive of accounts receivable, prepaid expenses and deposits and accounts payables), current tax liabilities, and any and all other liabilities (including the Convertible Debentures**)**, and audit adjustments, in each case with respect to each of the foregoing liabilities, inclusive of any and all accrued liabilities, calculated in accordance with IFRS, excluding the Change of Control Payments and the Transaction Costs;

"**New Board**" means the persons that will be appointed as the new directors of Willow on the Closing Date, such persons being: Mark Hodgson, Richard F. McHardy, Gary Brown, Glenn McNamara and Scott Price, provided that in the event that any proposed member of the New Board does not agree to become a director of Willow at the Closing, the Initial Investor Group may propose a substitute nominee satisfactory to Willow, acting reasonably;

"**New Executives**" means the persons that will be appointed as the new officers of Willow on the Closing Date, such persons and their respective titles in Willow immediately following the Closing Time being: Mark Hodgson as President and Chief Executive Officer, Travis Doupe as Chief Financial Officer, Don Kornelsen as Vice President, Commercial, Ryan Giroux as Vice President, Corporate Development, Blair Anderson as Vice President, Geoscience, Richard Naden as a Senior Executive and Sanjib (Sony) Gill as Corporate Secretary, provided that in the event that any proposed member of the New Executives does not agree to become an officer of Willow at the Closing, the Initial Investor Group may propose a substitute nominee satisfactory to Willow, acting reasonably;

"**Old Board**" means the members of the Board as of the date hereof, being Donald Archibald, Raffi Asadorian, Al Foreman and Jim Lalonde;

"**Option Plan**" means the stock option plan of Willow in effect as of the date hereof;

"**Options**" means the outstanding options to acquire Common Shares granted under the Option Plan;

"**Outside Date**" means July 31, 2025;

"**Parties**" means Willow and the Initial Investor Group and "**Party**" means any one of them;

"**person**" or "**Person**" includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unincorporated organization, trustee, executor, administrator, legal representative, government (including any Governmental Authority) or any other entity, whether or not having legal status;

"**proceedings**" has the meaning set forth in Section 4.1(n);

"**Private Placement**" means the sale of the Units and Common Shares to the Subscribers by Willow at the Closing as provided for herein;

"**PSUs**" means the outstanding performance share units of Willow granted under Share Award Incentive Plan;

"**Public Record**" means all information filed by or on behalf of Willow with the Securities Authorities, in compliance, or intended compliance, with any Applicable Laws prior to the date hereof which is available for public viewing on the SEDAR+ website under Willow's profile at www.sedarplus.ca;

"**Representatives**" means, with respect to a Party, the officers, directors, advisors, employees, representatives and agents of such Party;

"**RSU**s" means the outstanding restricted share units of Willow granted under the Share Award Incentive Plan;

"**Securities Act**" means the *Securities Act* (Alberta);

"**Securities Authorities**" means, collectively, the securities commissions or similar securities regulatory authorities in each of the provinces or territories of Canada;

"**SEDAR+**" means the System for Electronic Document Analysis and Retrieval Plus;

"**Share Awards**" means, collectively, all outstanding RSUs and PSUs of Willow, whether vested or unvested;

"**Share Award Incentive Plan**" means the share award incentive plan of Willow in effect as of the date hereof;

"**Shareholders**" means the holders from time to time of Common Shares;

"**Subscribers**" means the Initial Investor Group and those additional purchasers of Units or Common Shares under the Private Placement as designated pursuant to Sections 2.1(b) and 2.1(c);

"**Subscription Agreements**" means the subscription agreements to be entered into at Closing between the Corporation and each Subscriber that purchases Common Shares or Units, as the case may be, under the Private Placement, such agreements to be substantially in a form to be agreed upon by Willow and the Initial Investor Group;

"**Subsequent Consolidation**" means, following the Consolidation, a further potential consolidation of Common Shares, on the basis of one (1) post-consolidation Common Share for up to every 40 pre-consolidation Common Shares, at the discretion of the New Board;

"**subsidiary**" means, with respect to a specified entity, any:

(a) body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified entity or indirectly by or for the benefit of such specified entity;

(b) entity which is not a body corporate, of which more than 50% of the voting or equity interests of such entity (including, for a partnership other than a limited partnership, the voting or equity interests in such partnership) are owned, directly or indirectly, by such specified entity or indirectly by or for the benefit of such specified entity and, in the case of a limited partnership, of which such specified entity, or a subsidiary of such specified entity, is a general partner; and

(c) issuer that would constitute a subsidiary as defined in the Securities Act;

"**Support Agreements**" means agreements between the Initial Investor Group and certain Shareholders pursuant to which the Shareholders have agreed, among other things, to resign as directors of Willow upon the completion of the Private Placement, to exercise or surrender all Options and DSUs prior to or concurrent with Closing and, to vote all of the Common Shares beneficially owned or controlled by them in favour of the Consolidation;

"**Tax**" or "**Taxes**" means 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, large corporation, capital gain, alternative minimum, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, all employment insurance, health insurance and Canada and other Governmental Authority pension plan and workers compensation premiums or contributions including any interest, fines or penalties for failure to withhold, collect or remit any tax and any liability for such taxes imposed by law with respect to any other person arising pursuant to any tax sharing, indemnification or other agreements or any liability for taxes of any predecessor or transferor entity and whether disputed or not;

"**Tax Act**" means the *Income Tax Act* (Canada);

"**Third Party**" means any Person other than the Parties and their respective Representatives;

"**Third Party Beneficiaries**" has the meaning set forth in Section 9.9;

"**Transaction Costs**" means all costs and expenses incurred by Willow in connection with the transactions contemplated by this Agreement, including all contract termination costs, legal, accounting, audit, financial advisory, fees to obtain required regulatory approvals and consents and all other administrative or professional fees, costs and expenses of third parties incurred by Willow, including the cost of "run-off" insurance obtained pursuant to Section 2.4 and the settlement costs of DSUs, but specifically excluding the Change of Control Payments, all of which costs and expenses are fully disclosed in the Disclosure Letter;

“**TSX**” means the Toronto Stock Exchange;

"**TSXV**" means the TSX Venture Exchange;

"**Unit**" means a unit consisting of one (1) Common Share and one (1) Unit Warrant;

"**Unit Warrant**" means a Common Share purchase warrant of Willow, to be substantially in a form to be agreed upon by Willow and the Initial Investor Group, entitling the holder thereof to acquire one Common Share for a price of $0.01 (on a pre-Consolidation basis) for a period of five years following the date of issuance, vesting as to: (a) 1/3 upon the VWAP equalling or exceeding $0.015; (b) 1/3 upon the VWAP equalling or exceeding $0.0175; and (c) the final 1/3 upon the VWAP equalling or exceeding $0.02;

"**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

"**VWAP**" means the value of the Common Shares at any date as determined by the weighted average closing price of the Common Shares traded through the facilities of the TSXV or, in the event the Common Shares are not listed on such exchange, such other principal stock exchange or quotation system on which the Common Shares are listed for trading, for the ten trading days prior to such date; and

"**Warrants**" means Common Share purchase warrants outstanding as of the date hereof.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement (including any exhibits attached hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number include the plural and vice versa, words importing the use of any gender include all genders, and words importing persons include firms and corporations and vice versa.

1.4 Date for Any Action

If any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place.

1.5 Entire Agreement

This Agreement, the Disclosure Letter and the Confidentiality Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

1.6 Currency

All references to "$" or sums of money that are referred to in this Agreement are expressed in lawful money of Canada, unless specified otherwise.

1.7 Accounting Matters

Unless otherwise stated, wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with IFRS, such reference will be deemed to be to the IFRS, as applicable, from time to time approved by the Canadian Accounting Standards Board or any successor institute, and applicable as at the date on which such calculation or action is made or taken or required to be made or taken.

1.8 Inclusive Terminology

Whenever used in this Agreement, the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters or items shall be regarded as illustrative without being either characterizing or exhaustive.

1.9 Disclosure in Writing

Reference to "disclosure in writing" or similar references herein shall mean actually disclosed in writing by Willow to the Initial Investor Group in the Disclosure Letter.

1.10 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of Willow, it refers to the actual knowledge (having made due inquiry) of the senior officer of

Willow and in each case in his capacity as an officer of Willow and not in his personal capacity and does not include the knowledge or awareness of any other individual or any constructive, implied or imputed knowledge.

1.11 Interpretation Not Affected by Party Drafting

The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.

ARTICLE 2
THE PRIVATE PLACEMENT AND RELATED MATTERS

2.1 Private Placement and Issuance of Common Shares and Unit Warrants

(a) Subject to the terms and conditions of this Agreement, Willow and the Initial Investor Group agree to complete the Private Placement to the Subscribers on the Closing Date at the Closing Time.

(b) The Subscribers shall consist of the Initial Investor Group as well as such additional subscribers in such allocations and amounts as may be identified by the Initial Investor Group, in its sole discretion, subject to Section 2.1(c). At least 48 hours prior to the Closing Time, the Initial Investor Group shall provide a complete list of the Subscribers to Willow, including the number of Common Shares and Units being subscribed for by each Subscriber and detailed registration instructions for each Subscriber, in a form that will reasonably permit Willow to prepare the required certificates for the Closing Time.

(c) Under the Private Placement, the Initial Investor Group shall and shall cause the Subscribers to purchase an aggregate of 3.0 billion Common Shares and including, in the case of Subscribers who are members of the New Executive Team and New Board and certain other employees and advisors identified by the Initial Investor Group, Common Shares issuable pursuant to the purchase of up to 1.5 billion Units, at a price of $0.01 per Common Share or Unit, as applicable, on a pre-Consolidation basis, for aggregate gross proceeds of $30.0 million.

(d) At Closing, the Subscribers shall provide to Willow:

  (i) an executed Subscription Agreement for each Subscriber;

  (ii) a certified cheque, bank draft or wire transfer of each Subscriber in immediately available funds, or payment in such other form as may be acceptable to Willow and the Initial Investor Group, acting reasonably, for the aggregate subscription proceeds for the Common Shares and Units purchased by the Subscribers; and

  (iii) such other documents and deliveries as are required pursuant to the Subscription Agreements.

(e) Upon receipt of the executed agreements and certified cheques, bank drafts, wire transfers or other payment and any other documents or deliveries provided for in Section 2.1(d), Willow shall execute and accept all validly executed Subscription Agreements and deliver to the Subscribers validly issued share certificates and Unit Warrants in the names of the applicable Subscribers for the securities issuable under the Private Placement.

(f) The parties agree that the completion of the Consolidation, Name Change, Private Placement and Change of Management on the Closing Date shall be completed concurrently on the Closing Date in such order as is reasonably necessary to facilitate the Closing of all transactions and matters contemplated by this Agreement.

2.2 Treatment of Outstanding Options, DSUs and Convertible Debentures

(a) The particulars of the Options, DSUs and Convertible Debentures as at the date hereof are fully disclosed in the Disclosure Letter.

(b) The Board shall approve, and Willow shall use all commercially reasonable efforts to obtain, Cancellation Agreements providing for the exercise or surrender of all outstanding Options and DSUs, effective immediately before the Closing and conditional upon the subsequent consummation of the transactions contemplated by this Agreement.

(c) The Company shall be obligated to redeem or convert all of the Convertible Debentures in accordance with certificates governing the Convertible Debentures on or prior to the Closing.

2.3 Replacement of Directors and Executives

(a) The employment of all officers and employees of Willow shall be terminated at the Closing provided that management of the Initial Investor Group reserves the right, at its sole discretion, to offer continued employment following the Closing (provided the Initial Investor Group shall make such offers, if any, of continued employment a minimum of five Business Days prior to the Closing Date) to any employee of Willow on terms and conditions substantially similar to the terms under which such persons are currently employed and, such employees who are offered and accept such continued employment will not be terminated and will not be entitled to the payment of any change of control or severance payments whatsoever at the Closing.

(b) Willow shall obtain and deliver to the Initial Investor Group at the Closing evidence reasonably satisfactory to the Initial Investor Group of the resignations effective as of the Closing of all of the directors of Willow requested by the Initial Investor Group.

(c) The resignations of the Old Board shall be received in consideration for the Initial Investor Group and Willow executing mutual releases (the "**Mutual Releases**"), which Mutual Releases shall contain exceptions for amounts or obligations owing to such individuals for retainers, expenses and benefits in the ordinary course (if applicable), payments due pursuant to the transactions contemplated by this Agreement as a Common Shareholder, the Transaction Costs in respect of the settlement of DSUs (if applicable) or pursuant to indemnity by statute, the provisions of any constating documents or bylaws of Willow, contract or directors' and officers' insurance arrangements.

(d) The New Board shall be appointed to fill the vacancies created by such resignations without the necessity of the holding of a meeting of the Shareholders and the New Executives shall be confirmed and appointed by the New Board as officers of Willow.

2.4 Director and Officer Indemnities

Willow and its successors shall fulfill its obligations pursuant to indemnities provided or available to past and present officers and directors of Willow pursuant to the provisions of the constating documents of Willow, applicable corporate legislation and any written indemnity agreements which have been entered into between Willow and its officers and directors effective on or prior to the date hereof. Prior to the Closing Date, Willow shall be entitled to secure "run off" directors' and officers' liability insurance for its officers and directors covering claims made prior to or within two (2) years after the Closing Date and the Initial Investor Group agrees to not take or permit any action to be taken by or on behalf of Willow to terminate or adversely affect such directors' and officers' insurance.

2.5 Meeting

As promptly as practicable following the execution of this Agreement and in compliance with the Applicable Laws, including Applicable Canadian Securities Laws:

(a) Willow shall call and hold the Meeting no later than June 16, 2025 (or such other date as the Parties may agree in writing) to, among other things, put forward special resolutions at the Meeting approving the Consolidation and the Subsequent Consolidation;

(b) Willow will prepare the Circular, in consultation with the Initial Investor Group and their legal counsel and in compliance with Applicable Canadian Securities Laws and cause such Circular to be mailed to the Shareholders and filed with applicable regulatory authorities and other governmental authorities in all jurisdictions where the same are required to be mailed and filed;

(c) Willow shall ensure that the Circular includes the recommendation of the Board that the Shareholders vote in favour of the Consolidation and shall publicly announce such recommendation at the time that it announces the calling of the Meeting;

(d) the Initial Investor Group shall, in a timely manner, furnish Willow with the Initial Investor Group Information for inclusion in the Circular, which the Initial Investor Group will ensure does not contain any misrepresentation or untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made;

(e) Willow and the Initial Investor Group shall cooperate in the preparation, filing and mailing of the Circular and Willow shall provide the Initial Investor Group and its representatives with a reasonable opportunity to review and comment on the Circular and any other relevant documentation and shall incorporate all reasonable comments thereon;

(f) Willow shall conduct the Meeting in all material respects in accordance with the constating documents of Willow and any other instrument governing the Meeting and as otherwise required by Applicable Laws;

(g) Willow shall allow the Initial Investor Group's Representatives to attend the Meeting;

(h) Willow shall not adjourn, postpone or cancel (or propose to adjourn, postpone or cancel) the Meeting without the prior written consent of the Initial Investor Group except as required for quorum purposes (in which case the Meeting shall be adjourned and not cancelled) or by Applicable Laws or by a Governmental Authority, in which case Willow may adjourn or postpone the Meeting for a period not to exceed seven Business Days; and

(i) Willow shall use all commercially reasonable efforts to secure the approval of the resolutions put forward at the Meeting by the Shareholders and solicit proxies for the approval of the Consolidation and the Subsequent Consolidation in accordance with Applicable Laws including, at the request of the Initial Investor Group, using the services of proxy solicitation agents (provided that the Initial Investor Group will determine which solicitation agent should be retained and the Initial Investor Group shall agree to pay the expenses of any such solicitation agent). If so requested by the Initial Investor Group, Willow shall instruct such proxy solicitation agents (i) to report to the Initial Investor Group and its designated representatives concurrently with their reports to Willow and to advise the Initial Investor Group as it may reasonably request, on a daily basis of each of the last seven Business Days prior to the Meeting, as to the aggregate tally of the proxies received by Willow in respect of the Consolidation and the Subsequent Consolidation; and (ii) to co-operate with the Initial Investor Group and any solicitation agents or other representatives of the Initial Investor Group hired to assist in the solicitations of proxies in respect of the Meeting.

ARTICLE 3
COVENANTS

3.1 Covenants of Willow

From the date hereof until the Closing Date or termination of this Agreement, except with the prior written consent of the Initial Investor Group (such consent not to be unreasonably withheld or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, Willow Covenants and agrees that:

(a) Willow shall conduct its business and affairs only in the usual and ordinary course of business consistent with past practice and in accordance with the Disposition Agreement and Willow shall consult with the Initial Investor Group in respect of its ongoing business and affairs and keep the Initial Investor Group apprised of all material developments relating thereto;

(b) Willow shall not, directly or indirectly, do or permit to occur any of the following:

(i) amend its constating documents;

(ii) other than in connection with the transactions contemplated by this Agreement, declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of the outstanding Common Shares;

(iii) issue (other than pursuant to the settlement of outstanding Options or Convertible Debentures), grant, sell or pledge or agree to issue, grant, sell or pledge any Common Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Common Shares;

(iv) other than pursuant to the Cancellation Agreements, redeem, purchase or otherwise acquire any of the outstanding Common Shares or other securities, including under any normal course issuer bid;

(v) split, combine or reclassify any of its securities;

(vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of Willow;

(vii) pay, discharge or satisfy any material claims, liabilities or obligations (other than the Convertible Debentures), other than in the ordinary course of business consistent with past practice;

(viii) take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might directly or indirectly interfere with or adversely affect the consummation of the transactions contemplated by this Agreement;

(ix) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing; or

(x) make any changes to its existing accounting policies other than as required by Applicable Laws or IFRS;

(c) Willow shall not, directly or indirectly, except in relation to such capital expenditures agreed to by the Parties prior to the date hereof:

(i) sell, pledge, dispose of or encumber any material assets;

(ii) expend or commit to expend any amount with respect to any capital expenditures;

(iii) acquire any assets except for such assets agreed to by the Parties prior to the date hereof;

(iv) incur any amount of indebtedness for borrowed money or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise become responsible for, the obligations of any other person, or make any loans or advances, except:

(A) in respect of operations and expenditures in the ordinary course of business;

(B) in respect of fees payable to legal, financial and other advisors in the ordinary course of business or in respect of the transactions contemplated hereunder;

(C) the amounts contemplated in relation to the payment of Transaction Costs;

(D) in relation to such capital expenditures agreed to by the Parties prior to the date hereof; or

(E) as otherwise contemplated in this Agreement;

(v) authorize, recommend or propose any release or relinquishment or any material contract right;

(vi) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material contract or other material document;

(vii) enter into or terminate any hedges, swaps or other financial instruments or like transactions;

(viii) enter into any agreement or understanding with regards to any lease for real property;

(ix) enter into any non-arm's length transactions including with any directors or any officers, directors, employees or consultants of Willow, except as expressly contemplated in this Agreement; or

(x) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing;

(d) other than is necessary to comply with Applicable Laws, Willow shall not:

(i) except as contemplated by Section 2.3 or in relation to the current Controller of the Company, hire or retain, or terminate the services of any executive officer, director, employee or consultant;

(ii) increase the compensation or benefits in any form of any executive officer, director, employee or consultant, including the award of bonuses;

(iii) take any action with respect to the amendment of any "change of control", separation payments, severance or termination pay policies or arrangements for any executive officers, employees or directors;

(iv) amend the Option Plan, the Share Award Incentive Plan or the DSU Plan;

(v) grant any advance or any loan to any officer, employee or director or any other party; or

(vi) except in connection with the directors' and officers' "run-off" insurance in accordance with Section 2.4 or the termination of any Employee Plan, adopt or amend or make any contribution to any Employee Plan, or any employee benefit, profit sharing, deferred compensation, insurance or other similar plan, agreement, fund or arrangement for the benefit of officers or directors;

(e) Willow shall cause its current insurance (or re-insurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect and shall pay all premiums in respect of such insurance policies that become due prior to the Closing Date and Willow shall consult with the Initial Investor Group with respect to all such matters prior to taking any action in respect thereof;

(f) Willow shall withhold from any payment made to any of its present or former directors in respect of any payments contemplated by this Agreement including, without limitation, in connection with the Options, all amounts required by law or administrative practice to be withheld by it on account of Taxes and other source deductions;

(g) Willow shall not take any action, refrain from taking any action, permit any action to be taken or not taken by it, inconsistent with this Agreement, which would affect the consummation of the transactions contemplated hereby, or that would render, or may reasonably be expected to render, any representation or warranty made by Willow in this Agreement untrue in any material respect at any time prior to completion of the transactions contemplated hereby or termination of this Agreement, whichever first occurs;

(h) Willow shall promptly notify the Initial Investor Group in writing of any material change (actual, anticipated, contemplated or, to the knowledge of Willow threatened, financial or otherwise) in its business, operations, affairs, assets, capitalization, financial condition, rights, privileges or liabilities, whether contractual or otherwise, or of any change in any representation or warranty provided by Willow in this Agreement which change is or may be of such a nature to render any representation or warranty misleading or untrue in any material respect and Willow shall in good faith discuss with the Initial Investor Group any change in circumstances (actual, anticipated, contemplated, or to the knowledge of Willow threatened) which is of such a nature that there may be a reasonable question as to whether notice needs to be given to the Initial Investor Group pursuant to this provision;

(i) Willow shall use its reasonable commercial efforts not incur any amounts in respect of Transaction Costs which would cause the Transaction Costs to exceed, in the aggregate, $*[Redacted – Confidentiality]*, and thereafter any further amounts in respect of the Transaction Costs, in each case, without receiving the advance written consent of the Initial Investor Group;

(j) Willow will use its reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in Sections 5.1 and 5.2 as soon as reasonably practicable, to the extent the satisfaction of the same is within the control of Willow;

(k) Willow shall use its reasonable commercial efforts to obtain all necessary consents, approvals, authorizations and filings as are required to be obtained or made by Willow under any Applicable Laws and to satisfy any condition provided for under this Agreement;

(l) Willow will use its reasonable commercial efforts to maintain the listing of the Common Shares on the TSX;

(m) Willow shall use its reasonable commercial efforts to continue to maintain its status as a "reporting issuer" (or similar designation) not in default under the securities legislation in force in all provinces of Canada where it is a reporting issuer as of the date of this Agreement, being Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island and Saskatchewan;

(n) Willow shall indemnify and save harmless the Initial Investor Group and its Representatives from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which the Initial Investor Group, or any Representative thereof, may be subject or which the Initial Investor Group, or any Representative thereof, may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(i) any misrepresentation by Willow in the Disclosure Documents;

(ii) any order made or any inquiry, investigation or proceeding by any Securities Authority or other competent authority based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any misrepresentation by Willow in the Disclosure Documents, which prevents or restricts trading in the Common Shares; or

(iii) Willow not complying with any requirement of Applicable Laws in connection with the transactions contemplated in this Agreement,

except that Willow shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation in the Disclosure Documents based solely on the Initial Investor Group Information included in the Disclosure Documents, the negligence of the Initial Investor Group or the non-compliance by the Initial Investor Group with any requirement of Applicable Laws in connection with the transactions contemplated by this Agreement;

(o) except for non-substantive communications with the holders of Willow securities, and communications that Willow is required to keep confidential pursuant to Applicable Laws, Willow shall furnish promptly to the Initial Investor Group or the Initial Investor Group's counsel, a copy of each notice, report, schedule or other document delivered, filed or received by Willow from holders of Willow securities or Governmental Authorities in connection with: (i) the Private Placement; (ii) the Meeting; (iv) the Name Change; (v) the Consolidation; (vi) any filings under Applicable Laws in connection with the transactions contemplated hereby; and (vii) any dealings with Governmental Authorities in connection with the transactions contemplated by this Agreement; and

(p) (i) Subject to subsection (ii), Willow shall:

(A) duly and timely file all Returns required to be filed by it on or after the date hereof but prior to the Closing (including, without limitation, all applicable Returns for its most recent financial year end) and ensure that all such Returns are true, complete and correct in all material respects;

(B) timely pay all material Taxes (other than municipal property taxes) that are due and payable prior to the Closing (other than those that are being contested in good faith and in respect of which reserves have been provided in the Financial Statements);

(C) not make a request for a Tax ruling or enter into any agreement with any taxing authorities;

(D) not settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to a material amount of Taxes;

(E) not change in any material respect any of its methods of reporting income, deductions or accounting for income tax purposes from those employed in the preparation of its Returns for the taxation year ending December 31, 2024 and prior to the date hereof, except as may be required by Applicable Laws;

(F) properly reserve (and reflect such reserves in its books and records and financial statements) in accordance with past practice and in the ordinary course of business, for all material Taxes accruing in respect of Willow which are not due or payable prior to the Closing Date; and

(G) not make any Tax filings outside the ordinary course of business, including making, amending or rescinding any Willow, election or designation, without the consent of the Initial Investor Group, such consent not to be unreasonably withheld.

(ii) Willow shall consult with the Initial Investor Group in respect of all actions contemplated in subsections (i)(A), (i)(B) and (i)(F) above and shall not complete any such action without the prior written consent of the Initial Investor Group. Willow shall cooperate with the Initial Investor Group with regard to the implementation and reorganization determined by the Initial Investor Group to be to be necessary or desirable in connection with the completion of the transactions contemplated by this Agreement, including, without limitation, the filing or re-filing of any Returns.

3.2 Covenants of the Initial Investor Group

From the date hereof until the Closing Date or termination of this Agreement, except with the prior written consent of Willow (such consent not to be unreasonably withheld or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws:

(a) the Initial Investor Group shall not take any action, or omit to take any action, that would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect (without giving effect to any materiality qualifiers contained therein) or that would result, or would reasonably be expected to result, in a breach by the Initial Investor Group of this Agreement, at any time prior to Closing or termination of this Agreement, whichever first occurs;

(b) the Initial Investor Group shall promptly notify Willow in writing of any change which may be of such a nature to render any representation or warranty misleading or untrue in any material respect (without giving effect to any materiality qualifiers contained therein) and the Initial Investor Group shall in good faith discuss with Willow any change in circumstances (actual or, to the knowledge of the Initial Investor Group, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to Willow pursuant to this provision;

(c) the Initial Investor Group shall use its reasonable commercial efforts to satisfy or cause satisfaction of the conditions set forth in Sections 5.1 and 5.3 as soon as possible following execution of this Agreement to the extent that the satisfaction of the same is within the control of the Initial Investor Group;

(d) the Initial Investor Group shall not take any action, refrain from taking any action, permit any action to be taken or not to be taken, inconsistent with this Agreement which might directly or indirectly interfere with or adversely affect the consummation of the transactions contemplated by this Agreement, and the Initial Investor Group shall take all commercially reasonable actions to give effect to the transactions contemplated by this Agreement;

(e) the Initial Investor Group shall cooperate with Willow and its counsel in completing all necessary filings with the Securities Authorities, the TSX and the TSXV, as applicable, in connection with the Private Placement and the other transactions contemplated hereby, including the filing of personal information forms with the TSXV;

(f) the Initial Investor Group shall use its reasonable commercial efforts to ensure that each Subscriber is eligible to purchase Common Shares or Units, as applicable, under the Private Placement in accordance with available prospectus exemptions under Applicable Canadian Securities Laws and, if applicable, under securities legislation in such other jurisdictions in which such Subscribers may reside as may be acceptable to Willow and the Initial Investor Group;

(g) the Initial Investor Group shall use its reasonable commercial efforts to encourage each member of the New Board to consent to act as a director of Willow and to obtain commitments from each New Executive that he will agree to act as an officer of Willow effective immediately prior to the Closing Time;

(h) the Initial Investor Group will furnish promptly to Willow or Willow's counsel any requests from any Governmental Authority for any information in respect of the Initial Investor Group or any material third party complaint, investigation or hearing (or investigations indicating the same may be contemplated) to the extent that it relates to or could affect Willow in a material way or the transactions contemplated by this Agreement;

(i) the Initial Investor Group shall indemnify and save harmless Willow and its Representatives from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which Willow, or any Representative thereof, may be subject or which Willow, or any Representative thereof, may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

   (i) any misrepresentation by the Initial Investor Group with respect to Initial Investor Group Information included in the Disclosure Documents;

   (ii) any order made or any inquiry, investigation or proceeding by any Securities Authority or other competent authority based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any misrepresentation by the Initial Investor Group with respect to Initial Investor Group Information included in the Disclosure Documents, which prevents or restricts trading in the Common Shares; or

   (iii) the Initial Investor Group not complying with any requirement of Applicable Laws in connection with the transactions contemplated in this Agreement,

except that the Initial Investor Group shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation in the Disclosure Documents based solely on the information other than Initial Investor Group Information included in the Disclosure Documents, the negligence of Willow or the non-compliance by Willow with any requirement of Applicable Laws in connection with the transactions contemplated by this Agreement; and

(j) the Initial Investor Group shall not announce an intention, enter into any agreement, or otherwise make a commitment to do any of the things prohibited by any of the foregoing, except as may be permitted by this Agreement.

3.3 Mutual Covenants

From the date hereof until the Closing Date or termination of this Agreement, each of the Initial Investor Group and Willow will, in a prompt and timely manner, use its reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the transactions contemplated herein, including using reasonable commercial efforts:

(a) to obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to contracts;

(b) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any instruments and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;

(c) to effect all necessary registrations and filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the transactions contemplated herein, and the Parties will use its reasonable commercial efforts to cooperate with the other in connection with the performance by the other of their obligations under this Section 3.3 including continuing to provide reasonable access to information and to maintain ongoing communications as between the Parties; and

(d) not take any action which is inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the transactions contemplated herein.

3.4 Covenants Regarding Non-Solicitation by Willow

(a) Willow shall immediately cease and cause to be terminated all existing solicitations, discussions and negotiations (including, without limitation, through any of its Representatives)), if any, with any third parties other than the Initial Investor Group, initiated on or before the date of this Agreement with respect to any actual or potential Acquisition Proposal. Willow shall immediately discontinue, and shall cause its Representatives to discontinue, access to any of their confidential information and not allow or establish access to any of their confidential information, or any data room, virtual or otherwise and shall promptly request the return or destruction of all confidential information regarding Willow provided to any third party in connection with a potential or actual Acquisition Proposal to the extent that such information has not previously been Willowed or destroyed, and shall use all commercially reasonable efforts to ensure that such requests are honored in accordance with the terms of any confidentiality agreement governing such information. Willow agrees that it shall not terminate, waive, release, amend, modify or otherwise forbear from the enforcement of, and agrees to take all necessary actions to actively prosecute and enforce, any agreement containing standstill provisions and any provision of any existing confidentiality agreement or any standstill agreement to which it is a party.

(b) Willow shall not, directly or indirectly, do or authorize or permit any of its Representatives to do, any of the following:

(i) solicit, initiate, encourage or facilitate any inquiries, proposals or offers, whether publicly or otherwise, regarding an actual or potential Acquisition Proposal;

(ii) withdraw, amend, modify or qualify, or propose to withdraw, amend, modify or qualify, in any manner adverse to the Initial Investor Group, the approval of the transactions contemplated by this Agreement by the Board or the recommendation of the Board that the Shareholders vote in favour of the Consolidation;

(iii) encourage or participate in any negotiations or discussions with any other person regarding an actual or potential Acquisition Proposal, or furnish information or provide access to any other person any information with respect to Willow's securities, business or condition (financial or otherwise) in connection with, or in furtherance of, an actual or potential Acquisition Proposal; or

(iv) accept, recommend, approve, agree to endorse or propose to accept, recommend, approve, agree to endorse or enter into an agreement to implement any Acquisition Proposal or otherwise take any action that could reasonably be expected to lead to an Acquisition Proposal.

3.5 Provision of Information; Access

From and after the date hereof, subject to the terms of the Confidentiality Agreement, Willow shall provide the Initial Investor Group and its Representatives access, during normal business hours and at times as the

Initial Investor Group may reasonably request, to its premises, books, contracts, records, computer systems, properties, employees and management personnel and shall furnish promptly to the Initial Investor Group, all information concerning its business and personnel as the Initial Investor Group may reasonably request, in order to permit the New Executives to assume control of Willow in an efficient and informed manner, all immediately upon but not prior to the Closing Date. Willow agrees to use its reasonable commercial efforts to keep the Initial Investor Group fully apprised in a reasonably timely manner of every circumstance, action, occurrence or event occurring or arising after the date hereof that would be material to the business and operations of Willow. The Initial Investor Group agrees that they shall be bound by the Confidentiality Agreement in the same manner and to the same extent as if they were the direct counterparties to Willow for the purposes of that agreement. Willow agrees that it shall not withhold from the Initial Investor Group any material information or documents concerning Willow or the assets or liabilities of Willow during the course of the review by the Initial Investor Group of Willow and its assets that Willow reasonably believes may be material to the Initial Investor Group in connection with the matters contemplated herein.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Willow

Willow hereby represents and warrants (and, as applicable, covenants) to the Initial Investor Group as follows and acknowledges that the Initial Investor Group is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement, that:

(a) Willow is a corporation duly organized and validly subsisting under the Applicable Laws of its jurisdiction of incorporation and Willow and has the requisite power and authority to carry on its business as it is now being conducted.

(b) Willow is duly registered to do business and is in good standing in each jurisdiction in which the nature of its activities make such registration necessary under Applicable Laws.

(c) Willow has no direct or indirect subsidiaries.

(d) Willow has no interest in any partnership, corporation or other business or organization.

(e) Willow has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by Willow of the transactions contemplated by this Agreement have been duly authorized by the Board and, subject to obtaining the approval of the Shareholders as contemplated herein, no other corporate proceedings on the part of Willow are or shall be necessary to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Willow and constitutes a legal, valid and binding obligation of Willow enforceable against Willow in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Applicable Laws relating to or affecting creditors' rights generally and to general principles of equity.

(f) Subject to receipt of the approval of the TSXV and the Shareholders of the Consolidation, neither the execution and delivery of this Agreement by Willow, the consummation by Willow of the transactions contemplated by this Agreement nor compliance by Willow with any of the provisions hereof will:

   (i) violate, conflict with, or result in breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in the creation of any Lien, claim, or other third party interest, option, right of first refusal, right or privilege and any agreement or arrangement (whether by law, contract or otherwise) capable of becoming any of the foregoing, upon any of the assets of Willow under, any of the terms, conditions or provisions of (A) the articles, bylaws or other constating documents of Willow, or

(B) any note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument or obligation to which Willow is a party or to which it, or its assets, may be subject or by which Willow is bound; or

(ii) violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation in Canada applicable to Willow.

(g) The execution, delivery and performance of this Agreement does not and will not result in the restriction of Willow from engaging in its business or from competing with any Person or in any geographical area.

(h) Other than in connection with or in compliance with the provisions of Applicable Laws in relation to the completion of the transactions contemplated hereby including receipt of TSXV approval and the approval of the Shareholders:

(i) there is no legal impediment to Willow's consummation of the transactions contemplated by this Agreement; and

(ii) no filing or registration with, or authorization, consent or approval of, any Governmental Authority is necessary by Willow in connection with the consummation of the transactions contemplated herein, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not materially impede the ability of Willow to consummate the transactions contemplated by this Agreement.

(i) Subject to receipt of the approval of the TSXV and the Shareholders of the Consolidation, neither the execution and delivery of this Agreement by Willow, the consummation by Willow of the transactions contemplated by this Agreement nor compliance by Willow with any of the provisions hereof, will require any material consents or trigger any material fees or material termination rights (other than the Transaction Costs and any amounts required to redeem outstanding Convertible Debentures).

(j) Willow is authorized to issue an unlimited number of Common Shares and an unlimited number of preferred shares. As at the date hereof, 147,196,767 Common Shares**,** 5,989,844 Options, 12,878,204 Warrants and Convertible Debentures in the aggregate principal amount of $800,000 are issued and outstanding. Except pursuant to the Options, Warrants and Convertible Debentures, there are no other outstanding securities of Willow or options, warrants, rights of conversion or exchange privileges or other securities entitling anyone to acquire any securities of Willow or any other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by Willow of any securities. All outstanding Common Shares have been duly authorized and are validly issued as fully paid and non-assessable shares and are not subject to, nor have they been issued in violation of, any pre-emptive rights.

(k) As at the date hereof, 3,200,000 DSUs, are issued and outstanding. Except pursuant to the DSUs, there are no outstanding stock appreciation rights, phantom equity, profit sharing plan or similar rights, agreements, arrangements or commitments payable to any employee of Willow and which are based upon the revenue, value, income or other attribute of Willow.

(l) Willow has not guaranteed, endorsed, assumed, indemnified or accepted any responsibility for, and do not and will not guarantee, endorse, assume, indemnify or accept any responsibility for, contingently or otherwise, any indebtedness or the performance of any obligation of any other Person, except pursuant to the Disposition.

(m) Except as disclosed in the Public Record, Willow is not a party to any shareholder rights plan or any other form of plan, agreement, contract or instrument that shall trigger any rights to acquire Common Shares or other securities of Willow or rights, entitlements or privileges in favour of any person upon the entering into of this Agreement or completing the transactions contemplated by this Agreement.

(n) To the knowledge of Willow, none of the Common Shares are the subject of any escrow, voting trust or other similar agreement.

(o) Except as disclosed in the Public Record (including pursuant to the Disposition), since December 31, 2024:

(i) there has not been any Material Adverse Change respecting Willow;

(ii) there have been no material facts, transactions, events or occurrences which, to the knowledge of Willow, could reasonably be expected to result in a Material Adverse Change respecting Willow ;

(iii) Willow has conducted its business only in the ordinary and normal course, consistent with past practice and in compliance in all material respects with all Applicable Laws in each jurisdiction in which it carries on business; and

(iv) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise, whether or not such liabilities would be required by IFRS to be reflected on a balance sheet of Willow) material to Willow has been incurred other than in the ordinary and normal course of business, consistent with past practice.

(p) Willow has each complied with all Applicable Laws in all material respects and is not in violation of any Applicable Laws in any material respect. Willow has not received notice of proceedings against or involving Willow, or in respect of the businesses or assets of Willow and, to the knowledge of Willow, no event has occurred which might reasonably be expected to give rise to any proceeding. There is no judgment, writ, decree, injunction, rule, award or order of any Governmental Authority outstanding against Willow in respect of its business or assets.

(q) Except: (i) as disclosed or reflected in the Financial Statements; and (ii) for liabilities and obligations: (A) incurred in the ordinary course of business and consistent with past practice since December 31, 2024; (B) pursuant to the terms of this Agreement or any other agreement or instrument to which the Initial Investor Group is a party; (C) pursuant to the terms of the Disposition Agreement; or (D) publicly disclosed on SEDAR+ prior to the date hereof, Willow has not incurred any material liabilities of any nature, whether accrued, contingent or otherwise, whether or not such liabilities would be required by IFRS to be reflected on a balance sheet of Willow as of the date hereof and has not been a party to any off-balance sheet arrangements, as that term is understood under IFRS.

(r) The Financial Statements fairly present, in accordance with IFRS, consistently applied, the consolidated financial position and condition of Willow at the dates thereof and the results of the operations of Willow for the periods then ended and reflect, in accordance with IFRS, consistently applied, all material assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of Willow , as at the dates thereof.

(s) No Securities Authority, other competent authority or stock exchange in Canada or the United States has issued any order which is currently outstanding preventing or suspending trading in any securities of Willow, no such proceeding is, to the knowledge of Willow, pending, contemplated or threatened and Willow is not, to its knowledge, in default of any material requirement of any Applicable Laws.

(t) Other than any director of Willow whose engagement with Willow is otherwise terminated in connection with the transactions contemplated hereby, to the knowledge of Willow no "related party" of Willow (within the meaning of MI 61-101) will receive a "collateral benefit" (within the meaning of MI 61-101) as a consequence of the transactions contemplated by this Agreement or pursuant to any "connected transaction" (within the meaning of MI 61-101).

(u) Except for material contract or agreements already disclosed to the Initial Investor Group in the Disclosure Letter (including the Disposition Agreement), there are no material contracts or agreements to which Willow is a party or by which it is bound.

(v) Except as has already been disclosed to the Initial Investor Group, Willow has not retained any financial advisor, broker, agent or finder, or paid or agreed to pay or have the Initial Investor Group pay any financial advisor, broker, agent or finder on account of this Agreement, any transaction contemplated hereby or any transaction presently ongoing or contemplated. Willow has delivered to the Initial Investor Group true and current copies of all agreements between Willow and any financial advisor, broker, agent or finder which could give rise to the payment of any fees to such persons and such agreements accurately reflect the fees payable to such persons.

(w) The corporate records and minute books, books of account and other records of Willow (whether of a financial or accounting nature or otherwise) have been maintained in accordance with, in all material respects, all applicable statutory requirements and prudent business practice and will be complete and accurate in all material respects as at the Closing Date.

(x) The Change of Control Payments payable in connection with the completion of the transactions contemplated by this Agreement shall not exceed $*[Redacted – Confidentiality]*, and there are no other payments or benefits, including accrued bonuses, owing or that will become owing in connection with the transactions contemplated herein to the current directors or officers or employees of Willow under any contract settlements, employment agreements, bonus plans, retention arrangements, change of control agreements, separation agreements or severance obligations (whether resulting from termination or alteration of duties).

(y) A complete and accurate list of all Employee Plans are disclosed in the Disclosure Letter.

(z) Each Employee Plan and the material documents that support each Employee Plan are disclosed in the Disclosure Letter.

(aa) All Employee Plans are, and have been, established, registered, qualified, administered, funded and invested in all material respects in accordance with the terms of such Employee Plans including the terms of the material documents that support such Employee Plans and all Applicable Laws.

(bb) To the knowledge of Willow, no event has occurred respecting any Employee Plan which would result in the revocation of the registration of such Employee Plan or entitle any person (without consent of the Willow) to wind up or terminate any Employee Plan, in whole or in part, or which could otherwise reasonably be expected to adversely affect the tax status of any such Employee Plan.

(cc) None of the Employee Plans provide for benefit increases or the acceleration of, or an increase in, funding obligations that are contingent upon, or will be triggered by the completion of the transactions contemplated herein (other than the Options and DSUs and the Cancellation Agreements in respect thereof).

(dd) There are no unfunded liabilities in respect of any Employee Plan including going concern unfunded liabilities, solvency deficiencies or wind-up deficiencies where applicable.

(ee) None of the Employee Plans provide benefits beyond retirement or other termination of service to employees or former employees or to the beneficiaries or dependents of such Employees.

(ff) There is no proceeding, action, suit or claim (other than routine claims for payments of benefits) pending or threatened involving any Employee Plan or its assets.

(gg) A complete and accurate list of the directors, officers, employees and independent contractors of Willow and their material terms of employment including any employment agreements, retention and bonus on commission arrangements is disclosed in the Disclosure Letter.

(hh) Willow is not party to any collective agreement nor does Willow reasonably anticipate being party to a collective agreement in the next three (3) years.

(ii) Each of Willow is and has been operated in all material respects in compliance with all Applicable Laws relating to Employees.

(jj) There is no proceeding, action, suit or claim pending or threatened involving any Employee.

(kk) Willow has (i) withheld from each payment made to any of its present or former employees, officers and directors, and to all persons who are non-residents of Canada for the purposes of the Tax Act, all amounts required by law and shall continue to do so until the Closing Date and has remitted and will continue to remit until the Closing Date such withheld amounts within the prescribed periods to the appropriate Governmental Authority, (ii) remitted and will continue to remit until the Closing Date all Canada Pension Plan contributions, unemployment insurance premiums, employer health taxes and other taxes payable by it in respect of its employees and has or shall have remitted such amounts to the proper Governmental Authority within the time required by Applicable Law, and (iii) charged, collected and remitted and will continue to charge, collect and remit until the Closing Date on a timely basis all Taxes as required by Applicable Law on any sale, supply or delivery whatsoever, made by Willow.

(ll) Other than (i) as set forth in the Disclosure Letter (ii) the Disposition Agreement and (iii) indemnity agreements with its directors and officers as contemplated by the by-laws of Willow and Applicable Laws, and other than standard indemnity provisions in financial services agreements, underwriting and agency agreements, asset purchase and sale agreements and in the ordinary course provided to service providers, transfer agents and industry partners, Willow is not a party to or bound by any agreement, guarantee, indemnification or endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any person.

(mm) (i) all Returns required to be filed by or on behalf of Willow for periods ended on and prior to the date of this Agreement have been duly filed on a timely basis and such Returns are complete and correct in all material respects. All Taxes shown to be payable on such Returns or on subsequent assessments with respect thereto have been paid in full on a timely basis, and no other material Taxes are payable by Willow with respect to items or periods covered by such Returns; (ii) Willow has paid or has withheld and remitted to the appropriate Tax authority all material Taxes, including any instalments or prepayments of Taxes, that are due and payable, or, where payment is not yet due, Willow has established adequate accruals in conformity with IFRS in the Financial Statements for the period covered by such financial statements for any material Taxes, including income taxes and related future taxes, if applicable, that have not been paid. Willow has, has, in all material respects, made adequate provision or disclosure in its books and records for any Taxes accruing in respect of any period subsequent to the period covered by such financial statements, whether or not shown as being due on any Willow; (iii) no material deficiencies have been asserted in writing by any Governmental Authority with respect to Taxes of Willow that have not yet been settled; (iv) Willow is not a party to any tax sharing, tax indemnity or tax allocation agreement or arrangement and does not have nor could have any material liabilities or obligations in respect of Taxes under any such tax sharing, tax indemnity or tax allocation agreement; (v) Willow is resident in Canada for the purposes of the Tax Act; (vi) Willow nor is not a party to any action or proceeding for assessment or collection of a material amount of Taxes, nor, to the knowledge of Willow, has such an event been asserted in writing by any Governmental Authority or threatened against Willow. No waiver or extension of any statute of limitations is in effect with respect to material Taxes or material Returns of Willow; and (vii) no audit by any Tax authority of Willow is in progress or to the knowledge of Willow, pending or threatened.

(nn) No director, officer, insider or other non-arm's length party of Willow is indebted to Willow.

(oo) Willow has not been a party to or subject to any hedges, swaps or other financial instruments or like transactions.

(pp) Willow has not waived or released the applicability of any "standstill" or other provisions of any confidentiality or other similar agreements entered into by Willow that would otherwise have been in effect as of the date of this Agreement, and no such waiver or release may occur under any such agreement without Willow's consent. Willow has not negotiated or engaged in any discussions in respect of any proposal of the nature described in the definition of Acquisition Proposal with any Person that has not entered into a confidentiality agreement with Willow that includes customary standstill provisions, which provision do not provide for any waiver or release thereof other than with Willow's consent.

(qq) There are no agreements material to the conduct of Willow's affairs or business, except for the Disposition Agreement and those agreements entered into in the ordinary course of business or disclosed in the Public Record, and all such material agreements are valid and subsisting and Willow is in material default under any such agreements.

(rr) The Disposition was completed on April 30, 2025 in accordance with the Disposition Agreement for sale proceeds of US$2.76 million in cash following initial closing adjustments, of which US$275,975 is subject in escrow until September 17, 2025 and the representations of the Corporation in the Disposition Agreement were true and correct as of April 30, 2025, except as such would not have a material adverse effect on the Corporation.

(ss) All information in the Disclosure Documents pertaining to Willow (other than in respect of the Initial Investor Group Information, in respect of which Willow makes no representation or warranty) shall, as of the respective dates of such information, be true and complete in all material respects and shall not contain any misrepresentation or omit to state any material fact required to be stated.

(tt) Willow is a reporting issuer in all of the provinces of Canada except Québec and is in material compliance with all Applicable Laws therein. The Common Shares are listed and posted for trading on the TSX and Willow is in material compliance with the rules of the TSX (other than in respect of the requirements to have an active business following the completion of the Disposition). The documents and information comprising the Public Record did not at the respective times they were filed with the relevant Securities Authorities, contain any misrepresentation, unless such document or information was subsequently corrected or superseded in the Public Record prior to the date hereof. Willow has timely filed with the Securities Authorities all material forms, reports, schedules, statements and other documents required to be filed by Willow with the Securities Authorities since becoming a "reporting issuer". Willow has not filed any confidential material change report that, at the date hereof, remains confidential. To the knowledge of Willow, there are no outstanding or unresolved comments in comment letters from any Securities Authorities with respect to any of the Public Record and neither Willow nor any of the Public Record is subject of an ongoing audit, review, comment or investigation by any Securities Authority or the TSX. There has been no breach of any confidentiality agreements or obligations by virtue of the disclosure to the Initial Investor Group and its affiliates, agents and representatives of such data and information. To the knowledge of Willow, neither it nor any of its directors or officers (in their capacities as directors and/or officers of Willow) are presently subject to investigation by any Securities Authority or the TSX and, to the knowledge of Willow, no such review is pending or to the knowledge of Willow threatened.

(uu) Willow has a system of internal accounting controls sufficient to provide reasonable assurances that:

(i) transactions are executed in accordance with management's general or specific authorization;

(ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS, and to maintain accountability for assets;

(iii) access to assets is permitted only in accordance with management's general or specific authorization; and

(iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(vv) There has not been reportable disagreement (within the meaning of section 4.11 of National Instrument 51-102, Continuous Disclosure Obligations of the Canadian Securities Administrators) with Willow's auditors.

(ww) Willow is not a "non-Canadian" as such term is defined in the *Investment Canada Act* (Canada).

(xx) Willow: (i) is not incorporated in the United States, is not organized under the laws of the United States and does not have its principal office within the United States; and (ii) there is no class of securities of Willow registered or required to be registered under section 12 of the U.S. Exchange Act, nor does Willow have a reporting obligation under section 15 of the U.S. Exchange Act.

(yy) To the knowledge of Willow, Willow is not registered or required to be registered as an "investment company" within the meaning of the United States Investment Company Act of 1940.

(zz) The operations of Willow are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority to which Willow is subject (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Authority or arbitrator involving Willow with respect to Money Laundering Laws is pending, or, to the best knowledge of Willow, threatened.

(aaa) Neither Willow nor its directors or officers nor, to the knowledge of Willow, any agent, employee or affiliate of Willow is aware of or has taken any action, directly or indirectly, that could result in a violation by such Persons of the *Corruption of Foreign Public Officials Act* (Canada), the *Foreign Corrupt Practices Act of 1977* (U.S.), or any other anticorruption law to which Willow may be subject (collectively, the "**Anti-Corruption Laws**"), including, without limitation, making any bribe, rebate, payoff, influence payment, kickback or other unlawful payment or making use of the mails or any means or instrumentality of interstate commerce in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value or benefit to any "foreign official" or "public official" (as such terms are defined in the applicable Anti-Corruption Laws) or any foreign political party or official thereof or any candidate for foreign political office, or any third party or any other Person to the benefit of the foregoing, in contravention of the Anti-Corruption Laws, and Willow, and its affiliates have conducted their businesses in compliance with the Anti-Corruption Laws.

(bbb) (i) No action or proceeding has been commenced or filed by or against Willow which seeks or would reasonably be expected to lead to:

(A) receivership, bankruptcy, a commercial proposal or similar proceeding of Willow;

(B) the adjustment or compromise of claims against Willow ; or

(C) the appointment of a trustee, receiver, liquidator, custodian or other similar officer for Willow or any portion of their assets, and no such action or proceeding has been authorized or is being considered by or on behalf of Willow;

(ii) Willow has not:

(A) made, and is not considering making, an assignment for the benefit of its creditors; or

(B) requested, and is not considering requesting, a meeting of its creditors to seek a reduction, compromise, composition or other accommodation with respect to its indebtedness.

(ccc) As at the date hereof, the estimated Transaction Costs are not expected to exceed $*[Redacted – Confidentiality]* except as permitted herein.

(ddd) As at the date hereof, the Net Surplus is not less than $*[Redacted – Confidentiality]*.

4.2 Representations and Warranties of the Initial Investor Group

The Initial Investor Group hereby represents and warrants to Willow as follows and acknowledges that Willow is relying upon these representations and warranties in connection with the entering into of this Agreement, that the Subscribers have sufficient funds to complete the Private Placement for aggregate gross proceeds to Willow of $30.0 million.

4.3 Privacy Issues

(a) For the purposes of this Section 4.3, "**Transferred Information**" means the personal information (namely, information about an identifiable individual other than their business contact information when used or disclosed for the purpose of contacting such individual in that individual's capacity as a representative of an organization and for no other purpose) to be disclosed or conveyed to one Party or any of its representatives or agents (for purposes of this Section 4.3, "**Recipient**") by or on behalf of the other Party (for purposes of this Section 4.3, "**Disclosing Party**") as a result of or in conjunction with the transactions contemplated herein, and includes all such personal information disclosed to the Recipient prior to the execution of this Agreement.

(b) Each Disclosing Party covenants and agrees to, upon request, use its reasonable commercial efforts to advise the Recipient of the purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates and the additional purposes where the Disclosing Party has notified the individual of such additional purpose, and where required by law, obtained the consent of such individual to such use or disclosure.

(c) In addition to its other obligations hereunder, Recipient covenants and agrees to:

(i) prior to the completion of the transactions contemplated herein, collect, use and disclose the Transferred Information solely for the purpose of reviewing and completing the transactions contemplated herein, including for the purpose of determining to complete such transactions;

(ii) after the completion of the transactions contemplated herein,

(A) collect, use and disclose the Transferred Information only for those purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates or for the completion of the transactions contemplated herein, unless: (i) the Disclosing Party or Recipient has first notified such individual of such additional purpose, and where required by law, obtained the consent of such individual to such additional purpose, or (ii) such use or disclosure is permitted or authorized by Applicable Law, without notice to, or consent from, such individual; and

(B) where required by Applicable Law, promptly notify the individuals to whom the Transferred Information relates that the transactions contemplated herein have taken place and that the Transferred Information has been disclosed to Recipient;

(d) return or destroy the Transferred Information, at the option of the Disclosing Party, and to not thereafter use or disclose any of the Transferred Information, should the transactions contemplated herein not be completed; and

(e) notwithstanding any other provision herein, where the disclosure or transfer of Transferred Information to Recipient requires the consent of, or the provision of notice to, the individual to which such Transferred Information relates, to not require or accept the disclosure or transfer of such Transferred Information until the Disclosing Party has first notified such individual of such disclosure or transfer and the purpose for same, and where required by Applicable Law, obtained the individual's consent to same and to only collect, use and disclose such information to the extent necessary to complete the transactions contemplated herein and as authorized or permitted by Applicable Laws.

ARTICLE 5
CONDITIONS PRECEDENT

5.1 Mutual Conditions Precedent

The respective obligations of the Parties to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Closing Date, of the following conditions precedent, any of which may be waived by the mutual written consent of such Parties without prejudice to their right to rely on any other of such conditions:

(a) the Consolidation shall have been approved by the requisite majority of Shareholders at the Meeting;

(b) the TSXV shall have conditionally approved the completion of the transactions contemplated by this Agreement, including the Private Placement, the Change of Management, the Consolidation, and the listing of the Common Shares (including all Common Shares issuable upon exercise of the Unit Warrants) on the TSXV, and the TSX shall have approved the delisting of the Common Shares, with such delisting to be effective concurrently with or immediately prior to the TSXV listing, in each case on terms and conditions satisfactory to the Initial Investor Group and Willow, each acting reasonably;

(c) there shall have been no action taken under Applicable Laws, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any Governmental Authority, that:

  (i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the transactions contemplated herein; or

  (ii) results in a judgement preventing, or assessment of material damages directly or indirectly relating to, the transactions contemplated herein.

The foregoing conditions are for the mutual benefit of the Initial Investor Group, on the one hand, and Willow, on the other hand, and may be asserted by either of the Initial Investor Group or Willow regardless of the circumstances and may be waived by the Initial Investor Group or Willow (with respect to itself) in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which such Party may have, subject to Section 7.1.

5.2 Additional Conditions to Obligations of the Initial Investor Group

The obligations of the Initial Investor Group to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Closing Date or such other time specified in the relevant condition precedent, of the following conditions precedent:

(a) Willow shall have furnished the Initial Investor Group with:

(i) certified copies of the resolutions duly passed by the Board approving this Agreement and the consummation of the transactions contemplated herein;

(ii) certified copies of resolutions duly passed by the Shareholders at the Meeting approving the Consolidation;

(b) Willow shall have completed and filed all necessary documents, including the Articles of Amendment, in accordance with applicable corporate law to give effect to the Consolidation and the Name Change, and the Consolidation and Name Change shall be effective;

(c) the representations and warranties made by Willow in this Agreement shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result in, or would not reasonably be expected to have, a Material Adverse Effect or would not, or would not reasonably be expected to, materially impede completion of the Private Placement, the Change of Management, the Consolidation and the Name Change and Willow shall have provided to the Initial Investor Group a certificate of a senior officer certifying such accuracy on the Closing Date on behalf of Willow and not in his personal capacity, and the Initial Investor Group will have no knowledge to the contrary;

(d) no Material Adverse Change in respect of Willow shall have occurred from and after the date hereof and prior to the Closing Date;

(e) Willow shall have complied with its covenants and obligations herein, except where the failure to comply with its covenants and obligations, individually or in the aggregate, would not or would not reasonably be expected to have a Material Adverse Effect or would not, or would not reasonably be expected to, materially impede completion of the Private Placement, the Change of Management, the Consolidation and the Name Change and Willow shall have provided to the Initial Investor Group a certificate of a senior officer certifying compliance with such covenants on the Closing Date on behalf of Willow and not in his personal capacity, and the Initial Investor Group will have no knowledge to the contrary;

(f) on or before the Closing Date, pursuant to the Cancellation Agreements, all outstanding Options and DSUs shall have been exercised or surrendered in accordance with their terms;

(g) on or before the Closing Date, all of the outstanding Convertible Debentures shall have been redeemed or converted; and

(h) the Initial Investor Group shall be satisfied, acting reasonably, that: (i) Willow shall have delivered the Mutual Releases duly executed by each director of Willow; and (ii) the Old Board shall resign (and Travis Doupe shall resign from the role of interim Chief Executive Officer) and the Old Board shall have taken such actions as are reasonably necessary to facilitate the appointment of the members of the New Board to fill the vacancies caused by the resignation of the members of the Old Board without the necessity of holding a meeting of the Shareholders.

The conditions in this Section 5.2 are for the exclusive benefit of the Initial Investor Group and may be asserted only by the Initial Investor Group regardless of the circumstances or may be waived only by the Initial Investor Group in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Initial Investor Group may have, subject to Section 7.1.

5.3 Additional Conditions to Obligations of Willow

The obligations of Willow to consummate the transactions contemplated hereby are subject to the satisfaction, on or before the Closing Date or such other time specified in the relevant condition precedent, of the following conditions precedent:

(a) the representations and warranties made by each member of the Initial Investor Group in this Agreement shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not or would not reasonably be expected to materially impede completion of the Private Placement, the Change of Management, the Consolidation and the Name Change, and each member of the Initial Investor Group shall have provided to Willow a certificate certifying such accuracy on the Closing Date, and Willow will have no knowledge to the contrary;

(b) the Initial Investor Group shall have complied with its covenants and obligations herein, except where the failure to comply with its covenants or obligations, individually or in the aggregate, would not or would not reasonably be expected to materially impede completion of the Private Placement, the Change of Management, the Consolidation and the Name Change, and each member of the Initial Investor Group shall have provided to Willow a certificate certifying compliance with such covenants on the Closing Date, and Willow will have no knowledge to the contrary;

(c) properly executed Subscription Agreements, together with certified cheques, bank drafts, wire transfers or other forms of payment and other required items, have been delivered by the applicable Subscribers as contemplated in Section 2.1 to the satisfaction of Willow, acting reasonably; and

(d) Willow shall be satisfied, acting reasonably, that immediately upon completion of the Private Placement (subject to Section 2.1(f)) and subject to the resignations of the Old Board (and Mr. Doupe from the role of interim Chief Executive Officer), that the members of the New Board shall be appointed to fill the vacancies created by the resignations of the Old Board without the necessity of a meeting of the Shareholders and the New Executives shall be confirmed and appointed as officers of Willow.

The conditions in this Section 5.3 are for the exclusive benefit of Willow and may be asserted by Willow regardless of the circumstances or may be waived by Willow in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Willow may have, subject to Section 7.1.

5.4 Notice and Effect of Failure to Comply with Conditions

(a) Each Party shall give prompt notice to the other Party of the occurrence, or failure to occur, at any time from the date hereof to the Closing Date of any event or state of facts which occurrence or failure would, or would be likely to: (i) cause any of the representations or warranties of any Party contained herein to be untrue or inaccurate in any material respect; or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder; provided, however, that no such notification will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

(b) If any of the conditions precedent set forth in Sections 5.1, 5.2, or 5.3 hereof shall not be complied with or waived by the Party or Parties for whom a right to waive such condition precedent has been provided for and for whose benefit such conditions are provided on or before the date required for the performance thereof, then a Party for whom a right to assert the benefit of the condition precedent is provided may, terminate this Agreement as provided in Section 7.1 hereof; provided that, prior to the consummation of the Transactions, the Party intending to rely thereon has delivered a written notice to the other Party, specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable conditions precedent, and shall provide in such notice that the other Party shall be entitled to cure any breach of a covenant or representation and warranty or other matters within five Business Days after receipt of such notice (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date). More than one such notice may be delivered by a Party.

5.5 Satisfaction of Conditions

The conditions set out in this Article 5 are conclusively deemed to have been satisfied, waived or released when the Closing has occurred.

ARTICLE 6
AMENDMENT

6.1 Amendment of Agreement

This Agreement may at any time and from time to time, before or after the holding of the Meeting, be amended by written agreement of the Parties without, subject to Applicable Laws, further notice to or authorization on the part of the Shareholders.

ARTICLE 7
TERMINATION

7.1 Termination

This Agreement may be terminated at any time prior to the Closing Date:

(a) by mutual written consent of the Initial Investor Group and Willow;

(b) as provided in Section 5.4(b), provided that the failure to satisfy the particular condition precedent being relied upon did not occur as a result of a breach by the Party seeking to rely on the condition precedent of any of its covenants or obligations under this Agreement; and

(c) by any of the Initial Investor Group or Willow if a court of competent jurisdiction or a governmental, regulatory or administrative agency or commission shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting any of the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and non-appealable, provided that the Party seeking to terminate this Agreement pursuant to this Section 7.1(c) shall have used all commercially reasonable efforts to remove such order, decree, ruling or injunction.

Furthermore, this Agreement shall automatically terminate immediately following Closing or if the Closing Date has not occurred by the Outside Date. In the event of the termination of this Agreement, this Agreement shall forthwith become void and no Party shall have any liability or further obligation to the other Party hereunder, except with respect to the obligations set forth in Sections 2.4, 4.3 and 9.9, which shall survive such termination. Nothing in this Section shall relieve any Party from liability for any breach of any provision of this Agreement. No termination of this Agreement shall affect the obligations of the Parties pursuant to the Confidentiality Agreement, except to the extent specified therein.

ARTICLE 8
NOTICES

8.1 Notices

All notices that may or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally or sent by electronic means:

(a) in the case of the Initial Investor Group, to:

Mark Hodgson

[*Redacted - Personal Information*]
Email: [*Redacted - Contact Information*]

(b) in the case of Willow, to:

Willow Biosciences Inc.
1201 5 Street SW, Unit 202
Calgary, Alberta T2R 0Y6

Attention: Travis Doupe
Email: [*Redacted - Contact Information*]

or such other address as the Parties may, from time to time, advise to the other Parties by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or the time such electronic copy is received.

ARTICLE 9
GENERAL

9.1 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the Parties.

9.2 Assignment

No Party may assign any of its rights or obligations under this Agreement without prior written consent of the other Parties.

9.3 Disclosure

Each Party shall receive the prior consent, not to be unreasonably withheld, of the other Parties prior to issuing or permitting any director, officer, employee or agent to issue, any press release or other written statement with respect to this Agreement or the transactions contemplated hereby. To the extent that the Initial Investor Group furnishes Willow with any information or statements to be included in any press release or other disclosure documents of Willow, the Initial Investor Group shall ensure such information or statements do not contain any misrepresentation or untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made. Notwithstanding the foregoing, if any Party is required by law or administrative regulation to make any disclosure relating to the transactions contemplated herein, such disclosure may be made, but that Party will use reasonable commercial efforts to consult with the other Parties as to the wording of such disclosure prior to its being made.

9.4 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

(a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and

(b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

9.5 Further Assurances

Each Party shall, from time to time and at all times hereafter, at the request of the other Parties, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

9.6 Time of Essence

Time shall be of the essence of this Agreement.

9.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the Parties irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.

9.8 Waiver

No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

9.9 Third Party Beneficiaries

The provisions of Section 2.4 are: (a) intended for the benefit of all present and former directors and officers of Willow, as and to the extent applicable in accordance with their terms, and shall be enforceable by each of such persons and his or her heirs, executors administrators and other legal representatives (collectively, the "**Third Party Beneficiaries**") and Willow shall hold the rights and benefits of Section 2.4 in trust for and on behalf of the Third Party Beneficiaries and Willow hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Third Party Beneficiaries, and (b) are in addition to, and not in substitution for, any other rights that the Third Party Beneficiaries may have by contract or otherwise.

9.10 Appointment of Initial Investor Group Representative / Actions Taken by the Initial Investor Group / Material Breach

(a) Mark Hodgson is hereby irrevocably appointed as representative, agent and power of attorney for each member of the Initial Investor Group to: (i) give and receive notices and communications relating to any matters contemplated by this Agreement; (ii) make decisions on behalf of each member of the Initial Investor Group with respect to any matters contemplated by this Agreement; and (iii) take other actions and to act and execute, deliver and receive, all documents, instruments and consents on behalf of each member of the Initial Investor Group as contemplated by this Agreement.

(b) Any action, determination, delivery or request required or permitted to be taken, made or performed by the Initial Investor Group hereunder shall be considered to be a joint and several collective action to be undertaken by the Initial Investor Group and Mark Hodgson shall have the power and authority (and each member of the Initial Investor Group hereby grants to Mark Hodgson the power and authority) to take such action for and on behalf of the Initial Investor Group. The failure by any individual member of the Initial Investor Group to comply with any of the covenants or obligations hereunder shall not be considered to be a breach by the Initial Investor Group of such covenants or obligations if the remaining members of the Initial Investor Group perform such covenants and obligations in the stead of the non-performing member of the Initial Investor Group or, where curable, cure such covenants or obligations (and where applicable, within the time periods provided herein) and provided that such failure does not adversely affect the ability of Willow and the Initial Investor Group to complete the Private Placement and the Change of Management on the terms contemplated herein).

9.11 Counterparts

This Agreement may be executed by electronic signature and in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[*remainder of page intentionally left blank*]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

WILLOW BIOSCIENCES INC.

Per: *(Signed) "Travis Doupe"*

(Signed) "Mark Hodgson"
MARK HODGSON

(Signed) "Don Kornelsen"
DON KORNELSEN

(Signed) "Ryan Giroux""
RYAN GIROUX

(Signed) "Blair Anderson"
BLAIR ANDERSON

(Signed) "Richard Naden"
RICHARD NADEN