

ARRANGEMENT AGREEMENT

BETWEEN

SIMPLY SOLVENTLESS CONCENTRATES LTD.

and

CANADABIS CAPITAL INC.

MARCH 11, 2025

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION	1
1.1 Defined Terms	1
1.2 References and Headings	15
1.3 Singular/Plural; Derivatives	15
1.4 Statutory References	15
1.5 Conflicts	15
1.6 Accounting Principles	16
1.7 Computation of Time Periods	16
1.8 Knowledge	16
1.9 Canadian Dollars	16
1.10 Schedules	16
1.11 Disclosure Letters	16
ARTICLE 2 ARRANGEMENT	16
2.1 Plan of Arrangement	16
2.2 Interim Order	17
2.3 Information Circular	18
2.4 Preparation of Filings	19
2.5 Treatment of CanadaBis Options	19
2.6 Dissenting Shareholders	20
2.7 Fractional Securities	20
2.8 Tax Withholdings	20
2.9 U.S. Securities Law Matters	21
2.10 Support Agreements	21
2.11 Tax Rollover and Election	21
2.12 Related Party Debt	22
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF CANADABIS	22
3.1 Representations and Warranties of CanadaBis	22
3.2 Corporate Standing	22
3.3 Power and Authority	22
3.4 Approval by the CanadaBis Board	22
3.5 Execution and Delivery	22
3.6 Corporate Records	23
3.7 No Defaults Under Applicable Law	23
3.8 Bankruptcy	23
3.9 CanadaBis Material Contracts	24
3.10 Compliance with Applicable Law; Registrations	24
3.11 Subsidiaries	24
3.12 Capitalization	25
3.13 Information Provided	25
3.14 Partnerships or Joint Ventures	25
3.15 Financial Statements	25
3.16 Financial Records and Accounting	25
3.17 Auditors	26
3.18 Capital Expenditures	26
3.19 No Judgments, Lawsuits or Claims	26
3.20 Environmental Compliance	26
3.21 Notice of Environmental Actions	26

3.22	Entitlements	27
3.23	Tax Matters	27
3.24	Employment Matters and Employee Plans	29
3.25	CanadaBis Required Consents	29
3.26	Change of Control Provisions	30
3.27	CanadaBis Assets	30
3.28	Intellectual Property Rights	30
3.29	Information Technology	31
3.30	Inventories	31
3.31	Accounts Receivable	32
3.32	Real Property and Leases	32
3.33	Personal Property	32
3.34	Pre-emptive Rights	32
3.35	Insider Debt	32
3.36	Non-Arm's Length Transactions	32
3.37	Finder's Fees	33
3.38	Insurance	33
3.39	Title	33
3.40	Reporting Issuer Status	33
3.41	Listing	33
3.42	TSXV Policies	33
3.43	Public Disclosure Documents	33
3.44	Provincial Cannabis Legislation	34
3.45	Health Canada Fees	34
3.46	Compliance with Certain Laws	35

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SSC

4.1	Representations and Warranties of SSC	35
4.2	Corporate Standing	35
4.3	Power and Authority	35
4.4	Approval by the SSC Board of Directors	36
4.5	Execution and Delivery	36
4.6	Corporate Records	36
4.7	No Defaults Under Applicable Law	36
4.8	Bankruptcy	36
4.9	Compliance with Applicable Law; Registrations	37
4.10	Capitalization	37
4.11	Information Provided	37
4.12	Financial Statements	37
4.13	No Judgments, Lawsuits or Claims	37
4.14	Entitlements	38
4.15	Tax Matters	38
4.16	Health Canada Fees	39
4.17	SSC Required Consents	39
4.18	Insider Debt	39
4.19	Non-Arm's Length Transactions	39
4.20	Finder's Fees	40
4.21	Compliance with Certain Laws	40
4.22	Reporting Issuer Status	40
4.23	TSXV Policies	40
4.24	Share Issuance	40
4.25	Public Disclosure Documents	40
4.26	Listing	41

4.27	Auditors	41
ARTICLE 5 NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES.....		41
5.1	Non-Survival and Reliance	41
ARTICLE 6 COVENANTS.....		41
6.1	Confidentiality.....	41
6.2	Arrangement	43
6.3	CanadaBis Circular and CanadaBis Meeting	43
6.4	Conduct of CanadaBis Prior to Closing.....	45
6.5	Conduct of SSC Prior to Closing	48
6.6	CanadaBis Offering.....	50
ARTICLE 7 ADDITIONAL COVENANTS REGARDING NON-SOLICITATION.....		50
7.1	Non-Solicitation	50
7.2	Notification of Acquisition Proposals.....	52
7.3	Responding to an Acquisition Proposal.....	52
7.4	Right to Match	53
7.5	Breach by Subsidiaries and Representatives	55
ARTICLE 8 CONDITIONS OF CLOSING.....		56
8.1	Mutual Conditions Precedent	56
8.2	Conditions in Favour of SSC	57
8.3	Conditions in Favour of CanadaBis	58
8.4	Further Assurances	59
ARTICLE 9 CLOSING ARRANGEMENTS		59
9.1	Closing	59
9.2	Closing Deliveries of CanadaBis.....	60
9.3	Closing Deliveries of SSC	60
ARTICLE 10 TERMINATION		61
10.1	Termination	61
10.2	Effect of Termination	62
10.3	SSC Damages	62
10.4	SSC Liquidated Damages.....	63
ARTICLE 11 NOTICES		63
11.1	Delivery of Notices	63
11.2	Notices	64
ARTICLE 12 MISCELLANEOUS.....		65
12.1	Governing Law	65
12.2	Counterparts	65
12.3	Successors and Assigns	65
12.4	Public Communications	65
12.5	Supersedes Earlier Agreements	65
12.6	Specific Performance	66
12.7	Waiver	66

12.8	Time of the Essence.....	66
12.9	No Merger	66
12.10	Invalidity of Provisions.....	66
12.11	Amendments to this Agreement.....	66
12.12	Amendment of Plan of Arrangement	67
12.13	Expenses.....	67
12.14	Further Assurances.....	67
12.15	Survival.....	68
 SCHEDULE “A” ARRANGEMENT RESOLUTION		1
 SCHEDULE “B” PLAN OF ARRANGEMENT		1

ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of the 11th day of March, 2025.

BETWEEN:

SIMPLY SOLVENTLESS CONCENTRATES LTD., a body corporate incorporated under the laws of the Province of Alberta ("**SSC**")

- AND -

CANADABIS CAPITAL INC., a body corporate incorporated under the laws of the Province of Alberta ("**CanadaBis**")

WHEREAS SSC wishes to acquire all of the issued and outstanding CanadaBis Shares;

AND WHEREAS SSC and CanadaBis wish to propose an arrangement involving, among other things, the acquisition by SSC of all of the issued and outstanding CanadaBis Shares in consideration for the issuance of SSC Shares on the basis of the Exchange Ratio;

AND WHEREAS the Parties intend to carry out the transactions contemplated herein by way of an arrangement under the provisions of the ABCA;

AND WHEREAS the CanadaBis Board has unanimously: (i) determined that the transactions contemplated by this Agreement are in the best interests of CanadaBis; (ii) approved this Agreement and the transactions contemplated hereby; and (iii) determined to recommend that the CanadaBis Shareholders vote in favour of the transactions contemplated by this Agreement;

AND WHEREAS concurrently with the entering into of this Agreement, CanadaBis has entered into the Support Agreements with the Supporting Security Holders who hold an aggregate of 67% of the CanadaBis Shares;

AND WHEREAS the parties have entered into this Agreement (as defined below) to provide for the matters referred to in the foregoing recitals and for other matters relating to the Arrangement (as defined below);

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) "**3(a)(10) Securities**" means the SSC Shares issuable to CanadaBis Shareholders pursuant to the Arrangement.
- (b) "**ABCA**" means the *Business Corporations Act* (Alberta), RSA 2000, c B-9.
- (c) "**Acquisition Proposal**" means any inquiry or the making of any proposal, whether or not in writing, to CanadaBis from any Person or group of Persons

“acting jointly or in concert” (within the meaning of National Instrument 62-104 – *Take-Over Bids and Issuer Bids*), other than the transactions contemplated by this Agreement, relating to (i) any direct or indirect sale, issuance or acquisition of shares or other securities (or securities convertible or exercisable for such shares or interests) in CanadaBis that, when taken together with the securities of CanadaBis held by the proposed acquiror and any Person acting jointly or in concert with such acquiror, represent 20% or more of the voting securities of CanadaBis, or rights or interests therein and thereto; (ii) any direct or indirect acquisition of assets (or any lease, joint venture or other arrangement having the same economic effect as a purchase or sale of assets) of CanadaBis (including, for greater certainty, securities of any Subsidiary thereof) representing 20% or more of the consolidated assets of CanadaBis and its Subsidiaries, taken as a whole; (iii) an amalgamation, arrangement, merger, business combination, or consolidation involving CanadaBis to which all or substantially all of CanadaBis’ revenues or earnings are attributable; or (iv) any take-over bid, issuer bid, exchange offer, liquidation, dissolution, reorganization or similar transaction involving CanadaBis that, if consummated, would result in such Person or group of Persons beneficially owning all of the voting or equity securities of CanadaBis or assets to which all or substantially all of CanadaBis’ revenues or earnings on a consolidated basis are attributable.

- (d) **“affiliate”** means, in relation to any Person, any other Person that controls, is controlled by or is under common control with the first mentioned Person, and for the purposes of this definition and references in this Agreement to “affiliate”, “control” means the possession, directly or indirectly, by such Person of the power to direct or cause the direction of the management and policies of the first mentioned Person, whether through the ownership of voting securities or otherwise.
- (e) **“Aged Receivables”** means any receivables of the Purchased Corporations which, as at the Effective Time, are over ninety (90) days from the date of invoice.
- (f) **“Agreement”** means this arrangement agreement and the Schedules attached hereto and includes any agreement amending this Agreement or any agreement or instrument which is supplemental or ancillary thereof.
- (g) **“Agreement Default”** means any material misrepresentation or material breach of warranty made by a Party, or the failure of a Party to perform or observe in any material respect any of the covenants or agreements to be performed by such Party under this Agreement or any agreement or other certificate or instrument delivered in connection herewith.
- (h) **“Anti-Money Laundering Laws”** has the meaning ascribed thereto in Section 3.46.
- (i) **“Applicable Law”** means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives, published guidelines, standards, codes of practice (regardless of whether such guidelines, standards and codes of practice have been promulgated by statute or regulation), treaties, ordinances, municipal bylaws and orders of and the terms of all judgments, orders, decrees, directives, awards and writs issued by

any Authorized Authority by which such Person is bound or which has application to the transaction or event in question.

- (j) **"Arrangement"** means the arrangement under the provisions of Section 193 of the ABCA, on the terms and conditions set forth herein and in the Plan of Arrangement as supplemented, modified or amended in accordance with the provisions of this Agreement and the Plan of Arrangement, or amended or made at the direction of the Court in the Final Order (with the consent of both SSC and CanadaBis, each acting reasonably).
- (k) **"Arrangement Resolution"** means the special resolution of the CanadaBis Shareholders in respect of the Arrangement to be considered at the CanadaBis Meeting substantially in the form attached as Schedule "A" hereto.
- (l) **"Articles of Arrangement"** means the articles of arrangement of CanadaBis giving effect to the Arrangement, required under subsection 193(4.1) of the ABCA to be filed with the Registrar after the Final Order has been granted, which shall be in a form and content satisfactory to the Parties, acting reasonably.
- (m) **"Authorization"** means any order, permit, approval, consent, waiver, license, certificates, registrations or similar authorization of any Authorized Authority having jurisdiction including, but not limited to, environmental permits.
- (n) **"Authorized Authority"** means, in relation to any Person, transaction or event, any: (i) national, federal, provincial, state, county, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, ministry, department, board, bureau, commission, instrumentality, regulatory body, professional association, licensing authority, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, administrative or similar powers or functions of or pertaining to government; (iii) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange (including the TSXV), in each case having jurisdiction over such Person, transaction or event.
- (o) **"Board Recommendation"** has the meaning ascribed thereto in Section 3.4.
- (p) **"Business Day"** means every day except Saturdays, Sundays or any statutory holiday under observed in the province of Alberta.
- (q) **"CanadaBis"** has the meaning ascribed thereto in the recitals.
- (r) **"CanadaBis Assets"** means the assets, undertaking, property and rights of the Purchased Corporations, of every kind and description and wheresoever situated, including the Contracts to which each Purchased Corporation is a party or has rights or obligations under and all other assets and property that each Purchased Corporation purports to own and all assets and property, including Intellectual Property, reflected as being owned by any the Purchased Corporation in its financial books and records.

- (s) **"CanadaBis Board"** means the board of directors of CanadaBis.
- (t) **"CanadaBis Business"** means the business of the Purchased Corporations, being the production and sale of recreational cannabis and cannabis extracts.
- (u) **"CanadaBis Circular"** means the management information circular of CanadaBis in respect of the CanadaBis Meeting, together with all appendices thereto to be mailed or otherwise distributed by CanadaBis to the CanadaBis Shareholders and such other securityholders of CanadaBis as may be required pursuant to the Interim Order.
- (v) **"CanadaBis Convertible Debentures"** means the 11% unsecured convertible debentures of CanadaBis issued pursuant to the CanadaBis Offering.
- (w) **"CanadaBis Disclosure Letter"** means the disclosure letter dated as of the date of this Agreement from CanadaBis to SSC.
- (x) **"CanadaBis Financial Statements"** means, collectively, the audited annual financial statements of CanadaBis for the year ended July 31, 2024, and the unaudited interim condensed consolidated financial statements of CanadaBis as at and for the three months ended October 31, 2024.
- (y) **"CanadaBis Information"** means the information included in the CanadaBis Circular (including information incorporated into the CanadaBis Circular) describing CanadaBis and the CanadaBis Business.
- (z) **"CanadaBis Material Adverse Change" or "CanadaBis Material Adverse Effect"** means, with respect to the Purchased Corporations, individually or collectively, any fact or state of facts, circumstance, change, effect, occurrence or event that individually or in the aggregate is, or could reasonably be expected to be, material and adverse to the condition (financial or otherwise), business, operations, properties, licenses, affairs, assets, Liabilities (whether absolute, accrued, contingent or otherwise), capitalization, results of operations or cash flows of the Purchased Corporations, taken as a whole, other than any such change, effect, occurrence or event directly or indirectly relating to or resulting from:
 - (i) conditions affecting the cannabis industry generally in jurisdictions in which the Purchased Corporations carry on a material portion of their business (whether now known or unknown or whether foreseeable or unforeseeable in the future);
 - (ii) changes to Applicable Laws, Taxes, IFRS or changes in accounting or regulatory requirements generally applicable to the cannabis industry as a whole;
 - (iii) general economic, financial, currency exchange, securities or commodity market conditions in Canada;
 - (iv) global, national or regional political conditions, including the outbreak of war or acts of terrorism affecting the jurisdictions in which the Purchased Corporations conduct business;
 - (v) natural disasters;

- (vi) the failure by CanadaBis in and of itself to meet any internal or public projections, forecasts, guidance or estimates of revenues or earnings (it being understood that the cause underlying such failure may be taken into account in determining whether a CanadaBis Material Adverse Effect has occurred);
- (vii) the announcement of this Agreement and the transactions contemplated hereby, including the Arrangement or the announcement thereof; or
- (viii) any matter expressly consented to in writing by SSC after the date hereof or permitted or required by this Agreement.
- (aa) **"CanadaBis Material Contracts"** has the meaning ascribed thereto in Section 3.9.
- (bb) **"CanadaBis Meeting"** means the special meeting of the CanadaBis Shareholders to be held to approve the Arrangement Resolution, and any and all adjournments of such meeting.
- (cc) **"CanadaBis Offering"** means the brokered private placement of CanadaBis Convertible Debentures.
- (dd) **"CanadaBis Options"** means the options in the capital of CanadaBis, each of which entitles the holder thereof to acquire one CanadaBis Share.
- (ee) **"CanadaBis Related Party Debt"** means the related party debt as described in note 19(a) of the audited annual financial statements of CanadaBis for the year ended July 31, 2024.
- (ff) **"CanadaBis Shareholders"** means the holders of CanadaBis Shares.
- (gg) **"CanadaBis Shares"** means the common shares in the capital of CanadaBis as presently constituted.
- (hh) **"CanadaBis Transaction Costs"** means, collectively, without duplication, all costs and expenses incurred, whether accrued or paid, by CanadaBis in connection with the negotiation and implementation of the Arrangement, including, without limitation, shareholder meeting, communication and mailing costs, proxy solicitation and transfer agent costs, all financial and other advisory, legal, accounting, and other professional fees and costs, any expenditures which are incurred on behalf of CanadaBis Shareholders (and their respective affiliates) and have agreed to be paid by CanadaBis, change of control payments, and Employee Obligations.
- (ii) **"Canadian Jurisdictions"** with respect to SCC means each of the provinces of British Columbia, Alberta, Saskatchewan and Ontario; and with respect to CanadaBis means each of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and New Brunswick.
- (jj) **"Canadian Securities Laws"** means all Applicable Law relating to securities in each of the Canadian Jurisdictions and the respective rules and regulations made thereunder, together with applicable published policy statements,

instruments, orders and rulings of the securities regulatory authorities in such provinces having the force of law, including rules of the TSXV.

- (kk) **"Cannabis"** means the substances set out in Schedule I of the *Cannabis Act* (Canada).
- (ll) **"Cannabis Licenses"** means, collectively, the Authorizations held by any of the Purchased Corporations as required by the Provincial Cannabis Authority, Provincial Cannabis Legislation, Health Canada or pursuant to the *Cannabis Act* (Canada).
- (mm) **"Cash"** means, without duplication, at any time, the aggregate cash and cash equivalents of any kind and any currency (including bank account balances, marketable securities, short term investments, uncashed cheques and cleared cheques) of the Purchased Corporations, calculated in accordance with IFRS.
- (nn) **"Closing"** means the closing of the Arrangement.
- (oo) **"Closing Date"** means the second (2nd) Business Day following the satisfaction or waiver of the conditions set forth in Sections 8.1, 8.2 and 8.3 (other than those conditions that by their nature: (i) are to be satisfied at Closing; or (ii) are incapable of being satisfied) or such other date as the Parties may agree in writing as the date upon which Closing shall take place, but in any event, the Closing Date shall not be later than the Outside Date.
- (pp) **"Compelled Disclosure"** has the meaning ascribed thereto in Section 6.1(d)(ii).
- (qq) **"Confidential Information"** has the meaning ascribed thereto in Section 6.1(a).
- (rr) **"Constating Documents"** means, in respect of a body corporate, the articles and the bylaws, or other charter documents, together with any amendments thereto or replacements thereof.
- (ss) **"Contract"** means any agreement, contract, licence, undertaking, option, engagement, or commitment of any nature, written or oral, including any: (i) lease of personal property (ii) unfilled purchase order; (iii) forward commitment for supplies or materials or other forward contract; (iv) derivative contract; (v) restrictive agreement or negative covenant agreement; and (vi) loan or security documents.
- (tt) **"Court"** means the Court of King's Bench of Alberta.
- (uu) **"Damages Event"** has the meaning ascribed thereto in Section 10.3.
- (vv) **"Depositary"** means Odyssey Trust Company or such other Person as agreed to by the Parties in writing.
- (ww) **"Depositary Agreement"** means the depositary agreement to be entered into among the Depositary, SSC and CanadaBis, whereby the Depositary shall receive original certificate(s) representing CanadaBis Shares and, on and after, as applicable, the Closing Date, exchange such original certificate(s)

representing CanadaBis Shares for certificate(s) or DRS statements representing SSC Shares distributed to CanadaBis Shareholders, other than the Dissenting Shareholders, to holders of Transferred CanadaBis Shares, in accordance with the terms of the Arrangement and the Letter of Transmittal.

- (xx) **“Dissent Rights”** mean the rights of the Dissenting Shareholders to dissent with respect to the Arrangement, as described in the Plan of Arrangement.
- (yy) **“Dissenting Shareholders”** means the holders of CanadaBis Shares who validly exercise Dissent Rights with respect to the Arrangement.
- (zz) **“Effective Time”** means the time at which the Articles of Arrangement are filed with the Registrar on the Closing Date and the Arrangement becomes effective.
- (aaa) **“Employee Obligations”** means, without duplication, all obligations of CanadaBis in connection with the termination of employees (including officers), independent contractors and directors as of the Closing Date assuming their employment or service was terminated as at the Closing Date, whether or not such employee and/or independent contractor is terminated at the Closing Date (including, without limitation, all severance, termination, cash bonuses, and change of control payments and any and all costs, vacation pay, retention plans or payments and any other benefit or entitlement payments for employees (including officers), independent contractors and directors) and special committee fees, if any.
- (bbb) **“Employee Plans”** means, with respect to a Party (the **“Applicable Party”**), any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, stock option, stock purchase, stock appreciation, stock award, health, welfare, medical, dental, disability, life insurance and similar plans, programmes, arrangements or practices relating to the current or former directors, officers, or employees of the Applicable Party, maintained, funded or sponsored or required to be contributed to by the Applicable Party, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered, under which the Applicable Party may have or would be reasonably expected to have any material Liabilities, contingent or otherwise, except for any statutory plans to which the Applicable Party is obliged to contribute or comply with including the Canada/Quebec Pension Plan, or plans administered pursuant to applicable federal or provincial health, worker’s compensation or employment insurance legislation, or similar statutory plans in the jurisdiction in which the Applicable Party operates.
- (ccc) **“Employment Agreements”** has the meaning ascribed thereto in Section 3.24.
- (ddd) **“Encumbrance”** means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), claim, restrictive covenant or other encumbrance of any nature or any other arrangement or condition that, in substance secures payment or performance of an obligation, other than as may be applicable pursuant to the Escrow Agreement or any other escrow requirements as may be applicable pursuant to the policies of the TSXV.

- (eee) **"Environmental Laws"** means all Applicable Laws relating to health, safety or the regulation, protection, cleanup or restoration of the environment or natural resources, including those relating to the distribution, processing, generation, treatment, control, storage, disposal, transportation, other handling or release or threatened release of Hazardous Substances.

- (fff) **"Escrow Agreement"** means the escrow agreements to be entered into among SSC, Odyssey Trust Company, as escrow agent and certain CanadaBis Shareholders.

- (ggg) **"ETA"** means the *Excise Tax Act* (Canada) and the regulations made thereunder.

- (hhh) **"Exchange Ratio"** means the quotient determined by dividing 22,500,000 by the aggregate number of CanadaBis Shares outstanding as of the Effective Time, which for greater certainty shall include any CanadaBis Shares issued upon exercise of CanadaBis Options and upon conversion of CanadaBis Convertible Debentures, if any, such quotient being the number of SSC Shares issuable in exchange for every one (1) CanadaBis Share pursuant to the Arrangement. For greater certainty, in no event shall SSC be required to issue more than 22,500,000 SSC Shares.

- (iii) **"Final Order"** means the order of the Court approving the Arrangement to be applied for by CanadaBis following the approval of the Arrangement Resolution at the CanadaBis Meeting and to be granted pursuant to Subsection 193(9) of the ABCA in respect of CanadaBis Shareholders, CanadaBis and SSC, as such order may be affirmed, amended or modified by the Court (with the consent of both CanadaBis and SSC, each acting reasonably) at any time prior to the Closing Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that such amendment is acceptable to both CanadaBis and SSC, each acting reasonably) on appeal.

- (jjj) **"Governmental Charges"** means all Taxes, customs, duties, rates, levies, assessments, reassessments and other charges, unemployment insurance contributions, pension plan contributions and any deductions or other amounts which a Person is required by any Applicable Law or Contract to pay, deduct, withhold, collect or remit to any Authorized Authority or other entities entitled to receive payment of such amounts, together with all penalties, interest and fines with respect thereto, payable to any Authorized Authority.

- (kkk) **"GST/HST"** means all Taxes payable under Part IX of the ETA (including where applicable both the federal and provincial portion of those Taxes) or and under any provincial legislation imposing a similar value added or multi-staged tax.

- (III) **"Hazardous Substances"** means any pollutant, contaminant, waste of any nature, hazardous substance, hazardous material, toxic substance, dangerous substance or dangerous good as defined, judicially interpreted or identified in any Environmental Laws.

- (mmm) **"IFRS"** means International Financial Reporting Standards as issued by the International Accounting Standards Board and as adopted by the Canadian Institute of Chartered Accountants.

- (nnn) **"including"** and **"includes"** means **"including, without limitation"** and **"includes, without limitation"**, respectively.
- (ooo) **"Indebtedness"** means, with respect to any Person, without duplication: (a) indebtedness of such Person for borrowed money, secured or unsecured; (b) every obligation of such Person evidenced by bonds, debentures, notes, derived obligations or other similar instruments; (c) every obligation of such Person under purchase money mortgages, conditional sale agreements or other similar instruments relating to purchased property or assets; and (d) every obligation of the type referred to above of any other Person, the payment of which such Person has guaranteed or for which such Person is otherwise responsible or liable, including all letters of credit.
- (ppp) **"Information Technology"** means all computer hardware, software (including source code and object code, documentation, interfaces and development tools), databases, telecommunications equipment and facilities and other information technology systems used or held by the Purchased Corporations.
- (qqq) **"Intellectual Property"** means: (i) any trademarks (including, but not limited to "Dad Bods" and "Stigma Grow"), trade names, business names brand names, service marks, computer software, computer programs, copyrights, including any performing, author or moral rights, industrial designs, inventions, patents, franchises, formulas, process, know-how, technology and related goodwill of the each of the Purchased Corporations; (ii) any applications, registrations, issued patents, pending patent applications in any jurisdiction, licence agreements, continuations in part, divisional applications or analogous rights or licence rights of each of the Purchased Corporations; and (iii) all other intellectual or industrial property of each of the Purchased Corporations.
- (rrr) **"Interim Order"** means an interim order of the Court concerning the Arrangement under Subsection 193(4) of the ABCA, containing declarations and directions with respect to the Arrangement and the holding of the CanadaBis Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction.
- (sss) **"Inventory"** or **"Inventories"** means the inventory of each of the Purchased Corporations for sale or other distribution in the Ordinary Course of the CanadaBis Business, including all Cannabis, dried Cannabis, raw materials, Cannabis product inventory, and all related accessories and paraphernalia.
- (ttt) **"Letter of Transmittal"** means the letter of transmittal to be used by holders of CanadaBis Shares for the purpose of surrendering original certificate(s) or DRS statements representing CanadaBis Shares to the Depositary and exchanging them for SSC Shares.
- (uuu) **"Liabilities"** shall include, without limitation, any direct or indirect Indebtedness, guarantee, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, known or unknown, fixed or unfixed, choate or inchoate, liquidated, unliquidated, secured or unsecured, and shall include any or all liability for Taxes, irrespective of whether such Taxes are then due and payable.

- (vvv) **"MI 61-101"** means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.
- (www) **"misrepresentation"** and **"material fact"** have the meanings ascribed thereto under the *Securities Act* (Alberta).
- (xxx) **"Net Realizable Value"** means net realizable value, as determined in accordance with IFRS.
- (yyy) **"NI 51-102"** means National Instrument 51-102 - *Continuous Disclosure Obligations*.
- (zzz) **"Non-Resident Shareholder"** means a CanadaBis Shareholder that is: (i) a Person who is not a resident of Canada for the purposes of the Tax Act; or (ii) a partnership that is not a Canadian partnership for the purposes of the Tax Act.
- (aaaa) **"Ordinary Course"** means, with respect to any actions taken by a Party, as applicable, that such action is consistent with the past practices of such Party, as applicable, and is taken in the ordinary course of the normal day to day operations of such Party, as applicable.
- (bbbb) **"Outside Date"** means May 15, 2025.
- (cccc) **"Parties"** means each of SSC and CanadaBis, and **"Party"** means one of them.
- (dddd) **"Permitted Encumbrances"** means:
- (i) Encumbrances for Taxes and other Governmental Charges not yet due and delinquent or which are being contested in good faith by appropriate proceedings, promptly initiated and diligently conducted and for which an appropriate reserve has been made in accordance with IFRS in the CanadaBis Financial Statements;
 - (ii) mechanic's, construction and carrier's liens and other similar liens arising by operation of law or statute in the Ordinary Course of the CanadaBis Business, provided that such liens are related to obligations that are not yet due or delinquent or which are being contested in good faith by appropriate proceedings, promptly initiated and diligently conducted, are not registered against title to any CanadaBis Assets, are in respect of which adequate reserves are being maintained as required by Applicable Law, and which obligations will be paid or discharged in the Ordinary Course of the CanadaBis Business;
 - (iii) unregistered Encumbrances of any nature claimed or held by His Majesty the King in Right of Canada, His Majesty the King in Right of any province of Canada in which the Purchased Corporations operate, or any Authorized Authority under any Applicable Law, except for unregistered liens for unpaid realty Taxes, assessments and public utilities;
 - (iv) easements, encroachments and other minor imperfections of title which do not, individually or in the aggregate, materially detract from the value of or impair the use or marketability of any real property;

- (v) any right of expropriation conferred upon, reserved to or vested in His Majesty The King in Right of Canada, His Majesty The King in right of any province of Canada in which the Purchased Corporations operate, or any Authorized Authority under any Applicable Law;
- (vi) reservations, limitations, provisos, conditions, restrictions and exceptions in letters patent or grant, as the case may be, from the Crown and statutory exceptions to title; and
- (vii) those Encumbrances disclosed in writing to SSC.
- (eeee) **"Plan of Arrangement"** means the plan of arrangement under the ABCA substantially in the form set forth in Schedule "B" to this Agreement, as such plan of arrangement may be amended or supplemented from time to time in accordance with the terms thereof and hereof.
- (ffff) **"Proprietary Information Technology"** means all proprietary computer hardware, proprietary software (including source code and object code, documentation, interfaces and development tools), websites, proprietary databases and any other proprietary information technology systems used by any of the Purchased Corporations in the CanadaBis Business.
- (gggg) **"Provincial Cannabis Authority"** means the Alberta Gaming, Liquor and Cannabis Commission, and any other provincial or territorial Authorized Authority regulating or with licensing authority with respect to Cannabis.
- (hhhh) **"Provincial Cannabis Legislation"** means Applicable Law enacted by provinces and territories in Canada that govern the distribution, sale, and use of Cannabis.
- (iiii) **"Person"** includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated organization, a union, an Authorized Authority or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.
- (jjjj) **"Purchased Corporations"** means CanadaBis and its Subsidiaries, collectively, and **"Purchased Corporation"** means any one of them.
- (kkkk) **"Recipient"** has the meaning ascribed thereto in Section 6.1(a).
- (llll) **"Registrar"** means the Registrar of Corporations or Deputy Registrar of Corporations appointed pursuant to section 263 of the ABCA.
- (mmmm) **"Related Party Leases"** means all equipment leases (including but not limited to leases for processing equipment, hydrocarbon extractors, ancillary equipment, and other equipment) of the Purchased Corporations disclosed in writing to SSC as related party leases.
- (nnnn) **"Representatives"** has the meaning ascribed thereto in Section 6.1(a).
- (oooo) **"Section 3(a)(10) Exemption"** means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof.

- (pppp) **“SSC”** has the meaning ascribed thereto in the recitals.
- (qqqq) **“SSC Disclosure Letter”** means the disclosure letter dated as of the date of this Agreement from SSC to CanadaBis.
- (rrrr) **“SSC Financial Statements”** the audited annual financial statements of SSC for the year ended December 31, 2023, and the unaudited interim condensed consolidated financial statements of SSC as at and for the three and nine months ended September 30, 2024.
- (ssss) **“SSC Incentive Plan”** means the equity incentive plan of SSC.
- (tttt) **“SSC Information”** means the information included in the CanadaBis Circular (including information incorporated into the CanadaBis Circular by reference) describing SSC and the business, operations and affairs of SSC.
- (uuuu) **“SSC Material Adverse Change”** or **“SSC Material Adverse Effect”** means, with respect to SSC, any fact or state of facts, circumstance, change, effect, occurrence or event that individually or in the aggregate is, or could reasonably be expected to be, material and adverse to the condition (financial or otherwise), business, operations, properties, licenses, affairs, assets, Liabilities (whether absolute, accrued, contingent or otherwise), capitalization, results of operations or cash flows of SSC, taken as a whole, other than any such change, effect, occurrence or event directly or indirectly relating to or resulting from:
- (i) conditions affecting the cannabis industry generally in jurisdictions which SSC carries on a material portion of its business (whether now known or unknown or whether foreseeable in the future);
 - (ii) changes to Applicable Laws, Taxes, IFRS or changes in accounting or regulatory requirements generally applicable to the cannabis industry as a whole;
 - (iii) general economic, financial, currency exchange, securities or commodity market conditions in Canada;
 - (iv) global, national, or regional political conditions, including the outbreak of war or acts of terrorism affecting the jurisdictions in which SSC conducts business;
 - (v) natural disasters;
 - (vi) the failure by SSC in and of itself to meet any internal or public projections, forecasts, guidance or estimates of revenues or earnings (it being understood that the cause underlying such failure may be taken into account in determining whether a SSC Material Adverse Effect has occurred);
 - (vii) the announcement of this Agreement and the transactions contemplated hereby, including the Arrangement or the announcement thereof; or
 - (viii) any matter expressly consented to in writing by CanadaBis after the date hereof or permitted or required by this Agreement.

- (vvvv) **"SSC Options"** means options in the capital of SSC, each of which entitles the holder thereof to acquire one SSC Share.
- (www) **"SSC Replacement Options"** means an SSC Option issued pursuant to the Plan of Arrangement in replacement of a CanadaBis Option.
- (xxxx) **"SSC Shares"** means common shares in the capital of SSC as presently constituted.
- (yyyy) **"Subsidiary"** means, with respect to a specified body corporate, any body corporate of which the specified body corporate is entitled to elect a majority of the directors thereof or over which the specified body corporate holds more than 50% of the votes for the directors thereof and will include any body corporate, partnership, joint venture or other Person (other than an individual) over which such specified body corporate exercises direction or control or which is in a like relation to such a body corporate.
- (zzzz) **"Superior Proposal"** means any unsolicited, bona fide written Acquisition Proposal made after the date of this Agreement that:
- (i) complies in all respects with Applicable Laws;
 - (ii) did not result from a breach of Article 7 of this Agreement;
 - (iii) is not subject to any due diligence or access conditions;
 - (iv) the CanadaBis Board has determined, in its good faith judgment, after receiving the advice of its external legal counsel and professional financial advisors, is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such Acquisition Proposal and the Person or group of Persons making such Acquisition Proposal;
 - (v) is not subject to a financing condition and in respect of which any funds or other consideration necessary to complete the Acquisition Proposal have been demonstrated to the satisfaction of the CanadaBis Board, in its good faith judgment, after receiving the advice of its external legal counsel and professional financial advisors, to have been secured in order to complete such Acquisition Proposal at the time and on the basis set out therein;
 - (vi) the CanadaBis Board has determined, in its good faith judgment, after receiving the advice of its external legal counsel and professional financial advisors, that such Acquisition Proposal would, if consummated in accordance with its terms, taking into account the risk of non-completion, result in a transaction that is more favourable, from a financial point of view, to CanadaBis Shareholders than the Arrangement; and
 - (vii) the CanadaBis Board has determined, in its good faith judgment, after receiving the advice of its external legal counsel and professional financial advisors, that the failure to accept, recommend, approve, or enter into a definitive agreement to implement such Acquisition Proposal would be inconsistent with the fiduciary duties of the CanadaBis Board under Applicable Laws,

except that for the purposes of this definition of “Superior Proposal”, the references in the definition of “Acquisition Proposal” to “20% or more of the voting securities of CanadaBis” shall be deemed to be references to “all and not less than all of the voting securities of CanadaBis” and the references to “20% or more of the consolidated assets of CanadaBis” shall be deemed to be references to “all or substantially all of the consolidated assets of CanadaBis”.

(aaaaa) “**Support Agreements**” means agreements between CanadaBis and the Supporting Security Holders pursuant to which the Supporting Security Holders have agreed to vote the CanadaBis Shares beneficially owned or controlled by the Supporting Security Holders in favour of the Arrangement.

(bbbbb) “**Supporting Security Holders**” means those CanadaBis Shareholders that have entered into Support Agreements.

(ccccc) “**Tax Act**” means the *Income Tax Act* (Canada) and the regulations promulgated pursuant thereto, each as amended.

(ddddd) “**Tax Returns**” means all returns, reports, declarations, elections, notices, filings, information returns, remittances and statements in respect of Taxes that are filed or required to be filed with any applicable Authorized Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

(eeeeee) “**Taxes**” means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, carbon taxes transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Authorized Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties, whether disputed or not, imposed, assessed or collected by, for or under the authority of the Tax Act or any Authorized Authority or payable pursuant to the Tax Act or a tax-sharing agreement or any other Contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee.

(fffff) “**Termination Fee**” has the meaning ascribed thereto in Section 10.3.

(ggggg) “**Transaction**” has the meaning ascribed thereto in the recitals.

(hhhhh) “**Transferred CanadaBis Shares**” means the CanadaBis Shares other than the CanadaBis Shares held by the Dissenting Shareholders.

(iiii) “**TSXV**” means the TSX Venture Exchange Inc.

- (jjjjj) **"U.S. Exchange Act"** means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder.
- (kkkkk) **"U.S. Securities Act"** means the United States Securities Act of 1933, as amended, and the rules, regulations and orders promulgated thereunder.
- (lllll) **"U.S. Securities Laws"** means the federal and state securities legislation of the United States, including the U.S. Securities Act and the U.S. Exchange Act, and all rules, regulations and orders promulgated thereunder, as amended from time to time.
- (mmmmm) **"United States"** means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.
- (nnnnn) **"Working Capital"** means, as of the Closing Date, in respect of the Purchased Corporations, the sum of (i) Cash; (ii) accounts receivable, excluding Aged Receivables, (iii) Inventory, calculated at the lesser of cost or Net Realizable Value; (iv) deposits; (v) prepaid expenses and (vi) income taxes recoverable; less the sum of: (A) accounts payable, (B) accrued Liabilities, (C) customer deposits, (D) income taxes payable, and (E) other current Liabilities, including without limitation demand lines of credit, lease obligations, current portions of long-term debt, accrued payables, and balances owing to the Canada Revenue Agency, including without limitation income Tax, excise Tax, GST/HST, provincial sales Tax and payroll Tax.

1.2 References and Headings

The references "hereunder", "herein", "hereby" and "hereof" refer to the provisions of this Agreement and references to Articles, Sections and Schedules herein refer to articles, sections or schedules of this Agreement. Any reference to time shall refer to Calgary time. The headings of the Articles, Sections, Schedules and any other headings, captions or indices herein are inserted for convenience of reference only and shall not be used in any way in construing or interpreting any provision hereof.

1.3 Singular/Plural; Derivatives

Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires. Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

1.4 Statutory References

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing the statute so referred to or the regulations made pursuant thereto.

1.5 Conflicts

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of any Schedule hereto or any document delivered pursuant to this Agreement, the provision of the body of this Agreement shall prevail.

1.6 Accounting Principles

Wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with generally accepted accounting principles, such reference will be deemed to be to the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation or action is made or taken or required to be made or taken.

1.7 Computation of Time Periods

Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day. To the extent that interest is calculated for a period ending on a day that is not a Business Day, the last day of such period, for the purposes of calculating interest, shall extend to the next following Business Day.

1.8 Knowledge

Where any representation, warranty or other statement in this Agreement is expressed to be made by a Party to its knowledge or is otherwise expressed to be limited in scope to facts or matters of which a Party is aware, it shall mean such knowledge as is actually known to the senior officers of such Party, after reasonable inquiry.

1.9 Canadian Dollars

All dollar amounts referred to in this Agreement are in Canadian funds, unless otherwise indicated herein. All payments contemplated herein shall be by wire transfer, certified cheque or bank draft issued by a Canadian bank or such other transfer of immediately available funds as may be acceptable to the Parties.

1.10 Schedules

The following Schedules are attached hereto and made part of this Agreement:

Schedule "A"	Arrangement Resolution
Schedule "B"	Plan of Arrangement

1.11 Disclosure Letters

For the purposes of this Agreement, "**disclosed in writing to SSC**" means actually disclosed in writing by CanadaBis to SSC in the CanadaBis Disclosure Letter and "**disclosed in writing to CanadaBis**" means actually disclosed in writing by SSC to CanadaBis in the SSC Disclosure Letter.

ARTICLE 2 ARRANGEMENT

2.1 Plan of Arrangement

- (a) The Parties agree to carry out the Arrangement pursuant to which (among other things) each CanadaBis Shareholder (other than those CanadaBis Shareholders who have validly exercised Dissent Rights) shall receive, subject to the Plan of Arrangement, for each one (1) CanadaBis Share, the number of

SSC Shares determined on the basis of the Exchange Ratio. For greater certainty, in no event shall SSC be required to issue more than 22,500,000 SSC Shares.

- (b) The Arrangement has been and shall continue to be structured such that on the Closing Date the issuance of the SSC Shares issuable to the CanadaBis Shareholders under the Arrangement: (i) will be made in compliance with Canadian Securities Laws; and (ii) assuming the Arrangement Resolution is approved and the Final Order is obtained, will not require registration under the U.S. Securities Act, in reliance on the Section 3(a)(10) Exemption and under applicable state securities laws in reliance upon exemptions under applicable state securities laws. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement as set forth in this Section 2.1(b).
- (c) The Plan of Arrangement may be amended in accordance with Section 12.12. On the Closing Date, unless another time or date is agreed to in writing by the Parties, the Parties will complete the Arrangement and the Arrangement shall become effective at the Effective Time whereupon the steps comprising the Plan of Arrangement will be deemed to occur in the order, at the times, and in the manner set forth therein. Closing of the transactions contemplated hereby will take place electronically or in such manner or at such location as may be agreed upon by the Parties, acting reasonably.
- (d) The Parties shall use their commercially reasonable efforts to cause the Closing Date to occur on or about April 25, 2025 or as soon thereafter as reasonably practicable and in any event by the Outside Date.

2.2 Interim Order

CanadaBis agrees that as soon as reasonably practicable after the date hereof, but in any event prior to April 10, 2025, CanadaBis shall, in a manner reasonably acceptable to SSC pursuant to Section 193 of the ABCA and, in cooperation with SSC, acting reasonably, prepare, file and diligently pursue an application for the Interim Order, which shall provide, among other things:

- (a) for the calling and the holding of the CanadaBis Meeting, including the record date for determining the Persons to whom notice of the CanadaBis Meeting is to be provided, the manner in which such notice is to be provided and for determining the Persons entitled to vote at the CanadaBis Meeting;
- (b) that the securities of CanadaBis for which holders as at the record date established for the CanadaBis Meeting shall be entitled to vote on the Arrangement Resolution shall be the CanadaBis Shares;
- (c) that all CanadaBis Shareholders as at the record date established for the CanadaBis Meeting shall be entitled to vote on the Arrangement Resolution, with each CanadaBis Shareholder being entitled to one vote for each CanadaBis Share held by it;
- (d) that the requisite level of approval for the Arrangement Resolution shall be at least:

- (A) two-thirds of the aggregate votes cast by the CanadaBis Shareholders present in person or by proxy on the Arrangement Resolution; and
- (B) If applicable, a majority approval of the aggregate votes cast by the CanadaBis Shareholders present in person or by proxy on the Arrangement Resolution after excluding the votes cast by those Persons whose votes must be excluded in accordance with MI 61-101, in each case, by those CanadaBis Shareholders entitled to vote at the CanadaBis Meeting;
- (e) that, in all other respects, the terms, restrictions and conditions of the Constatting Documents of CanadaBis, including quorum requirements and all other matters, shall apply in respect of the CanadaBis Meeting, except as modified by the Interim Order;
- (f) for the grant of the Dissent Rights;
- (g) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;
- (h) that the CanadaBis Meeting may be adjourned or postponed from time to time by CanadaBis with the consent of SSC without the need for additional approval of the Court; and
- (i) for such other matters as CanadaBis and SSC may reasonably require, subject to obtaining the prior written consent of the other, such consent not to be unreasonably withheld, conditioned or delayed.

2.3 Information Circular

- (a) As soon as reasonably practicable following the date of this Agreement, CanadaBis shall call the CanadaBis Meeting to approve the Arrangement Resolution and will prepare and mail the CanadaBis Circular to the CanadaBis Shareholders, in a form, and with content, acceptable to SSC and CanadaBis acting reasonably. CanadaBis will not amend or supplement the CanadaBis Circular without the prior written consent of SSC, with such consent not to be unreasonably withheld or delayed.
- (b) CanadaBis shall ensure that the CanadaBis Circular provides CanadaBis Shareholders (subject to SSC's compliance with Section 2.3(a)) with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them, in all cases ensuring compliance in all material respects with all Canadian Securities Laws on the date of issue thereof.
- (c) CanadaBis shall convene the CanadaBis Meeting no later than May 13, 2025 or such other date as the Parties may agree in writing.
- (d) CanadaBis shall cause the CanadaBis Circular to be mailed to the CanadaBis Shareholders and such other securityholders of CanadaBis or other third parties as may be required pursuant to the Interim Order, and filed with applicable regulatory authorities and other Authorized Authorities in all jurisdictions where the same are required to be mailed and filed.

2.4 Preparation of Filings

- (a) SSC and CanadaBis shall reasonably cooperate in:
 - (i) seeking the Interim Order and the Final Order, including by SSC providing CanadaBis on a timely basis the SSC Information. CanadaBis shall provide legal counsel to SSC with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and shall give reasonable consideration to all such comments. CanadaBis shall also provide legal counsel to SSC on a timely basis with copies of any notice of appearance and evidence served on CanadaBis or its legal counsel in respect of the application for the Final Order or any appeal therefrom. Subject to Applicable Laws, CanadaBis shall not file any material with the Court or any Authorized Authority in connection with the Arrangement or serve any such material, and shall not agree to modify or amend materials so filed or served, except with SSC's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that nothing herein shall require SSC to agree or consent to any increase in the consideration to be received by CanadaBis Shareholders or other modification or amendment to such filed or served materials that expands or increases SSC's obligations, or diminishes or limits SSC's rights, set forth in any such filed or served materials or under this Agreement;
 - (ii) determining whether the transactions set out in this Agreement and any related transactions are required to be reported to any applicable Authorized Authority pursuant to section 237.3 or 237.4 of the Tax Act (or any provisions of similar effect) and, if so, the Parties shall cooperate to make such reporting in a comprehensive and timely manner, in the form required by Applicable Law; and
 - (iii) the taking of all such action as may be required under the ABCA, Canadian Securities Laws and U.S. Securities Laws in connection with the transactions contemplated by this Agreement and the Plan of Arrangement; and
- (b) Each of SSC and CanadaBis shall promptly furnish to the other all information concerning it as may be required for the effectuation of the actions described in Section 2.1 and the foregoing provisions of this Section 2.4, and each covenants that no information furnished by it in connection with such actions or otherwise in connection with the consummation of the Arrangement and the other transactions contemplated by this Agreement will contain any misrepresentation.

2.5 Treatment of CanadaBis Options

- (a) The particulars of CanadaBis Options as of the date hereof have been disclosed in writing to SSC, including: (i) the names of holders of CanadaBis Options and the number of CanadaBis Options held by them; (ii) the date of grant; (iii) the date of expiry; and (iv) the exercise price of each CanadaBis Option.
- (b) Subject to and in accordance with the Plan of Arrangement, all CanadaBis Options that remain outstanding at the Closing time shall, without further action or formality by or on behalf of the holders thereof be transferred (free and clear

of all liens) by the holders thereof to SSC and SSC Replacement Options shall be granted pursuant to the SSC Incentive Plan to such holders of CanadaBis Options.

- (c) CanadaBis covenants and agrees that it will use all commercially reasonable efforts to cause certain holders (as disclosed in writing to SSC) to agree to surrender their CanadaBis Options for cancellation immediately prior to and conditional up on the Closing of the Arrangement.

2.6 Dissenting Shareholders

Registered CanadaBis Shareholders may exercise Dissent Rights with respect to their CanadaBis Shares in connection with the Arrangement pursuant to and in the manner set forth in the Plan of Arrangement and the Interim Order. CanadaBis shall give SSC prompt notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to such Dissent Rights and received by CanadaBis and shall promptly provide SSC with copies of such notices and written objections and all other correspondence related thereto.

2.7 Fractional Securities

No fractional securities of SSC will be issued pursuant to the Arrangement. In the event that a securityholder of CanadaBis would otherwise be entitled to a fractional security, the number of securities of SSC issued to such securityholder shall be rounded up to the next whole number of SSC Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next whole number of SSC Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all CanadaBis Shares registered in the name of or beneficially held by such CanadaBis Shareholder or his/her/its nominee shall be aggregated.

2.8 Tax Withholdings

SSC, CanadaBis and the Depositary shall each be entitled to deduct and withhold from any amount otherwise payable to any holder of the CanadaBis Shares (whether in cash or in kind) or otherwise deliverable to any person hereunder (including any payment to holders of the CanadaBis Shares who have validly exercised Dissent Rights and from all dividends or other distributions otherwise payable to any former holders of CanadaBis Share) such amounts as SSC, CanadaBis or the Depositary is required or reasonably believed to be required to deduct and withhold from such consideration in accordance with applicable tax Laws. Any such amounts will be deducted, withheld and remitted to the appropriate Authorized Authority and shall be treated for all purposes under this Agreement as having been paid to the CanadaBis Shareholders in respect of which such deduction, withholding and remittance was made; provided that such deducted and withheld amounts are actually remitted to the appropriate Authorized Authority. SSC and the Depositary are each hereby authorized to sell or otherwise dispose of, on behalf of such holder of CanadaBis Shares in respect of which a deduction or withholding was made, such portion of any SSC Shares or other security deliverable to such person as is necessary to provide sufficient funds (after deducting commissions payable, fees and other reasonable costs and expenses) to SSC to enable it to comply with such deduction or withholding requirement, and SSC or the Depositary shall notify such person thereof and remit the applicable portion of the net proceeds of such sale to the appropriate Authorized Authority and, if applicable, any portion of such net proceeds that is not required to be so remitted shall be paid to such person. Any such sale will be made in accordance with Applicable Laws and at prevailing market prices, and SSC shall not be under any obligation to obtain a particular price, or indemnify any person, in respect of a particular price, for the portion of the SSC Shares or other securities, as applicable, so sold. None of SSC, CanadaBis, or the Depositary will be liable for any loss arising out of any sale arising under this Section 2.8.

2.9 U.S. Securities Law Matters

The Parties intend that the issuance of 3(a)(10) Securities under the Arrangement will be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption, will not be subject to registration or qualification under applicable state "blue sky" or securities laws and will otherwise be in compliance with all U.S. Securities Laws. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement set forth in this Section 2.9.

In order to ensure the availability of the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:

- (a) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Final Order; and
- (b) the Parties will ensure that each person entitled to receive 3(a)(10) Securities on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to approve the Final Order and providing them with sufficient information necessary for them to exercise that right; and each person to whom 3(a)(10) Securities will be issued pursuant to the Arrangement will have the right to appear before the Court at the hearing of the Court to approve the Final Order so long as such securityholder enters an appearance within a reasonable time.

2.10 Support Agreements

CanadaBis has, concurrently with the signing of this Agreement, delivered to SSC the Support Agreements which have been duly executed and delivered by each of the Supporting Security Holders, and the Supporting Security Holders hold not less than 67% of the CanadaBis Shares.

2.11 Tax Rollover and Election

The exchange of CanadaBis Shares solely for SSC Shares will be structured to allow for a tax-deferred share-for-share exchange pursuant to subsection 85.1(1) of the Tax Act. In addition but subject to the Plan of Arrangement, as an alternative, SCC and each CanadaBis Shareholder (other than a Non-Resident Shareholder) who receives SSC Shares for Transferred CanadaBis Shares under the Arrangement shall be entitled to, at the discretion of such CanadaBis Shareholder, make a joint election under subsection 85(1) of the Tax Act, or subsection 85(2) of the Tax Act if such beneficial owner is a partnership, and the corresponding provisions of any applicable provincial Tax statute with respect to the sale of Transferred CanadaBis Shares sold by such CanadaBis Shareholder; provided such election is prepared at the CanadaBis Shareholder's expense and submitted to SSC within 30 days prior to the filing due date thereof. Each such joint election shall specify an elected amount in respect of Transferred CanadaBis Shares to be determined by such CanadaBis Shareholder, subject to the limitations set forth in the Tax Act and the corresponding provisions of any applicable provincial Tax statute. SSC shall sign and return to the applicable CanadaBis Shareholder any such joint election within a period of twenty (20) Business Days from the date of its receipt from the applicable CanadaBis Shareholder. SSC will not be responsible for the proper completion of any election form and, except for SSC's obligation to return (within twenty (20) Business Days after the receipt thereof) duly completed election forms which are received by SCC at least thirty (30) days prior to the filing due date, SSC will not be responsible for any Taxes, interest or penalties resulting from the failure by a CanadaBis Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial legislation).

2.12 Related Party Debt

SSC covenants and agrees that it will cause the CanadaBis Related Party Debt to be repaid, including any accrued and unpaid interest, as soon as practicable following the sale of any real estate owned by the Purchased Corporations, and in any event, within 365 days of the Closing Date.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF CANADABIS

3.1 Representations and Warranties of CanadaBis

CanadaBis represents and warrants to SSC as follows and acknowledges and confirms that SSC is relying on such representations and warranties in connection with its entering into this Agreement. The representations and warranties are provided in the context of the Arrangement and completion of all or any part of the Arrangement will not constitute a violation of any of the representations and warranties set forth below.

3.2 Corporate Standing

The Purchased Corporations are each a valid and subsisting corporation under the Applicable Law of the relevant provinces of incorporation and each Purchased Corporation is duly qualified or registered to transact business in each jurisdiction in which failure to be so qualified or registered would result in a CanadaBis Material Adverse Effect.

3.3 Power and Authority

CanadaBis has all requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution and delivery and performance by CanadaBis of this Agreement and the consummation of the Arrangement and the other transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of CanadaBis and no other corporate proceedings on the part of CanadaBis are necessary to authorize this Agreement or the consummation of the Arrangement and the other transactions contemplated hereby other than approval of the Circular and calling of the CanadaBis Meeting by the CanadaBis Board, approval by the CanadaBis Shareholders in the manner required by the Interim Order and Applicable Law and approval by the Court.

3.4 Approval by the CanadaBis Board

The CanadaBis Board has unanimously: (i) determined that the transactions contemplated by this Agreement are in the best interests of CanadaBis; (ii) approved this Agreement and the transactions contemplated hereby; and (iii) determined to recommend that the CanadaBis Shareholders vote in favour of the transactions contemplated by this Agreement (the “**Board Recommendation**”).

3.5 Execution and Delivery

The execution and delivery of this Agreement and each of the agreements and instruments to be delivered pursuant to the Arrangement by CanadaBis, and the completion by CanadaBis of the transactions contemplated hereby and thereby, do not and will not:

- (a) result in any breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the articles, bylaws or resolutions (whether of the directors, a committee of the directors or

the shareholders) of any Purchased Corporation, any Applicable Law, or any Contract (written or oral) to which any Purchased Corporation is a party or by which it is bound, or any judgment, decree, order, statute, rule, policy, instrument or regulation applicable to a Purchased Corporation, which default or breach might reasonably be expected to have a CanadaBis Material Adverse Effect; or

- (b) create a right for any other Party to terminate, accelerate or in any way alter any other rights existing under any Contract (written or oral) to which any Purchased Corporation is a Party or by which it is bound which, upon exercise of such right, might reasonably be expected to have a CanadaBis Material Adverse Effect.

3.6 Corporate Records

The corporate records and minute books of the Purchased Corporations are complete and true and correct in all material respects and the minute books contain copies of the Constatting Documents of the Purchased Corporations and minutes of all meetings of the directors, committees of directors and shareholders of the Purchased Corporations and of all written resolutions of such directors, committees and shareholders and all such meetings were duly called and properly held and all such resolutions were properly adopted.

3.7 No Defaults Under Applicable Law

To the knowledge of CanadaBis, none of the Purchased Corporations is in default or violation, of any material Applicable Law, order, rule, regulation, writ, injunction or decree of any court or Authorized Authority, any statute, regulation, rule, policy or bylaw, including for greater certainty any Applicable Law of an international jurisdiction pertaining to the sale, import or export of Cannabis, which would have a CanadaBis Material Adverse Effect, and none of the Purchased Corporations has received any notice to such effect.

3.8 Bankruptcy

- (a) No action or proceeding has been commenced or filed by or against any Purchased Corporation which seeks or would reasonably be expected to lead to:
 - (i) receivership, bankruptcy, a commercial proposal or similar proceeding of such Purchased Corporation;
 - (ii) the adjustment or compromise of claims against such Purchased Corporation; or
 - (iii) the appointment of a trustee, receiver, liquidator, custodian or other similar officer for such Purchased Corporation or any portion of its respective assets, and no such action or proceeding has been authorized or is being considered by or on behalf of such Purchased Corporation.
- (b) None of the Purchased Corporations has:
 - (i) made, or is considering making, an assignment for the benefit of its creditors; or

- (ii) requested, or is considering requesting, a meeting of its creditors to seek a reduction, compromise, composition or other accommodation with respect to its Indebtedness.

3.9 CanadaBis Material Contracts

CanadaBis has disclosed in writing to SSC: (a) every Contract to which a Purchased Corporation is a party requiring payment by or to a Purchased Corporation of an amount in any one year in the aggregate of \$100,000; (b) every Contract to which a Purchased Corporation is a party that has or would reasonably be expected to have any material direct or indirect effect (by license, assignment or otherwise) on the CanadaBis Assets or the CanadaBis Business; and (c) every Contract to which a Purchased Corporation is a party with any directors, officers, shareholders, consultants or key employees of CanadaBis (the “**CanadaBis Material Contracts**”). Each of the CanadaBis Material Contracts constitutes a legally valid and binding agreement of CanadaBis, enforceable in accordance with their respective terms and, to the knowledge of CanadaBis, no party thereto is in default in the observance or performance of any term or obligation to be performed by it under any such CanadaBis Material Contract or agreement which is material to the CanadaBis Business and no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case which default or event would reasonably be expected to have a CanadaBis Material Adverse Effect. No Purchased Corporation has received any written notice that any party to a CanadaBis Material Contract intends to cancel, terminate or not renew its relationship with a Purchased Corporation and, to the knowledge of CanadaBis, no such action is pending or threatened.

3.10 Compliance with Applicable Law; Registrations

- (a) Each Purchased Corporation has filed all material statements and reports required to be filed with any Authorized Authority having jurisdiction and have complied and are complying in all material respects with all Applicable Law respecting such Purchased Corporation and the conduct of the CanadaBis Business.
- (b) Each Purchased Corporation has all requisite power and authority and has all necessary registrations, licenses and permits to carry on CanadaBis Business as now conducted by it and to own, lease and operate its properties and assets and all such licenses, registrations or qualifications which are material are valid and existing in good standing, except to the extent that the failure to have such registrations, licences and permits or to have such licenses, registration or qualifications in good standing, either individually or in the aggregate, would reasonably be expected to have a CanadaBis Material Adverse Effect.

3.11 Subsidiaries

Other than as disclosed in writing to SSC, CanadaBis has no direct or indirect Subsidiaries. Except as disclosed in writing to SSC, CanadaBis owns, directly or indirectly, all of the outstanding voting and equity securities of each of its Subsidiaries, and CanadaBis has disclosed in writing a true and complete list of its direct and indirect interests in each of its Subsidiaries. Other than as disclosed in writing to SSC, all of the outstanding shares in the Subsidiaries of CanadaBis are duly authorized, validly issued and fully paid and non-assessable, and all such shares and other ownership interests, held directly or indirectly by CanadaBis, are owned by CanadaBis free and clear of all Encumbrances (other than Permitted Encumbrances), except pursuant to restrictions on transfer contained in the Constatting Documents of such Subsidiary.

3.12 Capitalization

The authorized capital of CanadaBis consist of an unlimited number of common voting shares, common non-voting shares and preferred shares. As of the date hereof, there are 138,256,380 common voting shares issued and outstanding, 5,480,000 CanadaBis Options outstanding, nil non voting common shares and nil preferred shares.

3.13 Information Provided

The information and statements (other than any forecasts, projections or opinions) which have been supplied by CanadaBis for the purposes of SSC's due diligence purposes were true and correct in all material respects, as of the respective dates of such information or statements and as at the date hereof.

3.14 Partnerships or Joint Ventures

None of the Purchased Corporations is a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not party to any agreement under which a Purchased Corporation agrees to carry on any part of the CanadaBis Business or any other activity in such manner or by which the Purchased Corporation agrees to share any revenue or profit with any other Person.

3.15 Financial Statements

The CanadaBis Financial Statements have been prepared in accordance with IFRS and fairly, completely and accurately present in all material respects the financial position of the Purchased Corporations (on a consolidated basis) and their results of operations and there has been no CanadaBis Material Adverse Change in the financial position of the Purchased Corporations (on a consolidated basis) since the date thereof and the CanadaBis Business has been carried on in the Ordinary Course since the date thereof. CanadaBis (on a consolidated basis) has no Indebtedness, except: (a) as disclosed in writing to SSC; (b) as set out in Note 13 of the audited annual financial statements of CanadaBis for the year ended July 31, 2024 available on SEDAR+; or (c) current Liabilities incurred after October 31, 2024 which Liabilities are taken in the Ordinary Course of CanadaBis.

3.16 Financial Records and Accounting

- (a) The financial books, records and accounts of the Purchased Corporations: (i) have been maintained, in all material respects, in accordance with IFRS; (ii) are stated in reasonable detail; (iii) accurately and fairly reflect all the material transactions, acquisitions and dispositions of the Purchased Corporations; and (iv) accurately and fairly reflect the basis of the CanadaBis Financial Statements.
- (b) There are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) of any Purchased Corporation which are required to be disclosed and are not disclosed or reflected in the CanadaBis Financial Statements and none of the Purchased Corporation has any material Liabilities, obligations, Indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the CanadaBis Financial Statements other than those incurred in the Ordinary Course of business.

- (c) There has been no change in accounting policies or practices of any of the Purchased Corporations since the date of its incorporation, other than as required by IFRS and as disclosed in the CanadaBis Financial Statements.

3.17 Auditors

The auditors of CanadaBis, BDO Canada LLP, who audited the financial statements of CanadaBis for the year ended July 31, 2024 and who provided their audit report thereon are independent public accountants as required under Applicable Law and there has never been a reportable event (within the meaning of NI 51-102) with the present auditors of CanadaBis.

3.18 Capital Expenditures

The capital spending program of CanadaBis as disclosed in writing to SSC sets out all commitments to expend any capital expenditures in excess of \$50,000, individually or in the aggregate, to which the Purchased Corporations are subject.

3.19 No Judgments, Lawsuits or Claims

There are no outstanding judgments against any of the Purchased Corporations or any consent decrees or injunctions to which a Purchased Corporation is subject or by which its respective assets are bound and there are no claims, proceedings, actions or lawsuits in existence, or, to CanadaBis' knowledge, threatened or asserted, against any Purchased Corporation with respect to any of the assets or interests therein of the Purchased Corporation that would have a CanadaBis Material Adverse Effect, including but not limited to environmental actions or claims, or which affect or may affect the cancellation of Transferred CanadaBis Shares or which would impair the ability of CanadaBis to consummate the Arrangement or to duly observe and perform any of its covenants or obligations contained in this Agreement or the agreements contemplated herein and CanadaBis is not aware of any existing ground on which such action, suit, proceeding or inquiry might be commenced with any reasonable likelihood of success.

3.20 Environmental Compliance

Except as would not have a CanadaBis Material Adverse Effect:

- (a) Each Purchased Corporation has conducted, and is conducting, the CanadaBis Business (including, for greater certainty, all waste disposal pertaining to the CanadaBis Assets) in compliance in all material respects with all Environmental Laws of each jurisdiction in which it carries on the CanadaBis Business.
- (b) The Purchased Corporations are in possession of, and in compliance with, as applicable, all material environmental licences or permits that are required to own, lease, develop and operate the CanadaBis Assets and the CanadaBis Business and all such approvals are in full force and effect.

3.21 Notice of Environmental Actions

Except as would not have a CanadaBis Material Adverse Effect:

- (a) there are no claims, or to the knowledge of CanadaBis, threatened or pending claims, against any Purchased Corporation arising out of any Environmental Laws;

- (b) there are no spills, releases, deposits or discharges of Hazardous Substances, or wastes into the earth, subsoil, underground waters, air or into any body of water or any municipal or other sewer or drain water systems by any Purchased Corporation, or on or underneath any location which is or was currently or formerly owned, leased or otherwise operated by a Purchased Corporation that have not been fully remediated;
- (c) No Purchased Corporation has settled any allegation of non-compliance of any Environmental Laws short of prosecution;
- (d) No Purchased Corporation has received notice of any orders or directions from a Authorized Authority relating to violations of Environmental Laws requiring any work, repairs, construction or capital expenditures to be made with respect to the CanadaBis Assets, including, without limitation, any regulations respecting the use, storage, treatment, transportation or disposition of Hazardous Substances;
- (e) No Purchased Corporation has assumed or retained by Contract or operation of law any losses, expenses, claims, damages or Liabilities of any third party pursuant to applicable Environmental Laws; and
- (f) to the knowledge of CanadaBis, none of the Purchased Corporations has failed to report to the proper Authorized Authority the occurrence of any event which is required to be so reported by any Environmental Law.

3.22 Entitlements

Except: (a) for the holders of CanadaBis Options; (b) pursuant to the Arrangement; and (c) for the holders of CanadaBis Convertible Debentures, no Person has any agreement with any of the Purchased Corporations or any privilege, warrant, convertible security or option exercisable against any of the Purchased Corporations or any right capable of being an agreement with any Purchased Corporations for the purchase of any Transferred CanadaBis Shares or any agreement with any of the Purchased Corporations or any privilege, warrant, convertible security or option exercisable against any of the Purchased Corporations or any right capable of becoming an agreement with any of the Purchased Corporations for the purchase, subscription or issuance of any unissued shares or any other securities of any of the Purchased Corporations.

3.23 Tax Matters

- (a) Each of the Purchased Corporations is, immediately before the Arrangement, a "taxable Canadian corporation" for purposes of the Tax Act.
- (b) Each of the Purchased Corporations has prepared and filed when due with each relevant Authorized Authority all Tax Returns required to be filed by or on behalf of it in respect of any Taxes. All such Tax Returns are correct and complete in all respects and no fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of CanadaBis, no examination of any Tax Return of any of the Purchased Corporations is currently in progress by any Authorized Authority. No extension of time in which to file any such Tax Returns is in effect.
- (c) Other than as disclosed in writing to SSC, each Purchased Corporation has paid in full and when due all Taxes required to be paid by it in accordance with

Applicable Law, whether or not such Taxes are shown on a Tax Return or on any assessments or reassessments.

- (d) Other than as disclosed in writing to SSC, there are no proceedings, investigations, audits, reassessments or claims now underway or, to the knowledge of CanadaBis, pending or threatened against the Purchased Corporations in respect of any Taxes and there are no matters under discussion, audit or appeal with any Authorized Authority relating to Taxes. To the knowledge of CanadaBis, there exist no grounds for any assessment, reassessment, suit, proceeding or other claim with respect to the Purchased Corporations in respect of Taxes.
- (e) None of the Purchased Corporations has every been party to, executed or filed with any Authorized Authority any agreement, waiver or other arrangement extending the period for assessment, reassessment or collection of any Taxes.
- (f) None of the Purchased Corporations has ever been (i) a party to any agreement providing for the allocation, indemnity or sharing of Taxes, (ii) liable for the Taxes of any other Person (A) as a transferee or successor, or (B) by assumption, operation of Applicable Law or Contract.
- (g) None of the Purchased Corporations has ever received a claim in writing by an Authorized Authority in a jurisdiction in which it does not file a Tax Return that it is or may be subject to taxation by, or required to file Tax Returns with, that jurisdiction.
- (h) There are no Encumbrances with respect to Taxes on any assets of the Purchased Corporations, other than Permitted Encumbrances.
- (i) None of the Purchased Corporations have undertaken any “reportable transaction” as defined in subsection 237.3(1) of the Tax Act or any “notifiable transaction” as defined in subsection 237.4(1) of the Tax Act.
- (j) Each Purchased Corporation has withheld from each payment made to any Person, including any of its present or former employees, officers and directors, and all Persons who are or are deemed to be non-residents of Canada for purposes of the Tax Act, all amounts required by Applicable Law to be withheld, and has remitted such withheld amounts within the prescribed periods to the appropriate Authorized Authority. Each Purchased Corporation has remitted all Canada Pension Plan contributions, provincial pension plan contributions, employment insurance premiums, employer health taxes and other Taxes payable or required to be withheld and remitted by it in respect of its employees to the appropriate Authorized Authority within the time required under Applicable Law.
- (k) Each Purchased Corporation has maintained and continues to maintain at its place of business in Canada all records and books of account required to be maintained under the Tax Act, the ETA and any comparable Applicable Law of any province or territory in Canada, including Applicable Laws relating to sales and use taxes.

3.24 Employment Matters and Employee Plans

- (a) The Purchased Corporations collectively have 99 full-time employees as disclosed in writing to SSC. CanadaBis has disclosed in writing to SSC a list of the executive employment agreements between CanadaBis and each of its executive employees, copies of which have been provided to SSC (the “**Employment Agreements**”).
- (b) The Purchased Corporations have no Employee Plans of any nature whatsoever, except for those Employee Plans disclosed in writing to SSC.
- (c) Other than as disclosed in writing to SSC, the Purchased Corporations do not have any Employment Agreements that contain termination, change of control, or other significant financial obligations of a Purchased Corporation, and the completion of the Arrangement will not trigger any provisions that could result in a financial payout. CanadaBis has provided true and correct copies of the Employment Agreements and amendments that have been made thereto prior to the date of this Agreement.
- (d) No Purchased Corporation is a party to a collective bargaining agreement. To the knowledge of CanadaBis, there are no union organizing efforts being made at any Purchased Corporation.
- (e) Each Purchased Corporation is operating in material compliance with Applicable Law relating to employees, including employment standards, human rights, occupational health and safety, all pay equity and employment equity legislation other than such non-compliance which would not reasonably be expected to have a CanadaBis Material Adverse Effect.
- (f) To the knowledge of CanadaBis there are no complaints or threatened complaints against any of the Purchased Corporations before any employment standards branch or tribunal or human rights commission or tribunal, nor, any occurrence which might lead to a complaint under any human rights legislation, employment standards legislation, health and safety legislation, workers’ compensation legislation or pay equity legislation.
- (g) There are no outstanding decisions or settlements or pending settlements under employment standards, human rights legislation, health and safety legislation, workers’ compensation legislation, payment equity legislation or labour relations legislation which place any obligation upon any Purchased Corporation to do or refrain from doing any act or place a material financial obligation on CanadaBis.
- (h) Neither the execution and delivery of this Agreement nor the performance of the obligations of CanadaBis thereunder will entitle any current or former employee of any Purchased Corporation to any severance pay, bonus or other similar payment.

3.25 CanadaBis Required Consents

Except as disclosed in writing to SSC, there is no requirement to obtain any consent, approval or waiver of any party in connection with the Arrangement, except for the obtaining of the Interim Order,

the Final Order, the Arrangement Resolution, the approval of the TSXV and completion of a notification to Health Canada.

3.26 Change of Control Provisions

No Purchased Corporation is a party to or bound by any written or oral agreement or instrument under which the Arrangement would require a payment of any amount or cause the acceleration of the payment of any amount by a Purchased Corporation.

3.27 CanadaBis Assets

Since October 31, 2024, other than entering into of this Agreement and the performance of the obligations hereunder: (a) there has not been any material adverse change in the CanadaBis Assets (including Liabilities) or the CanadaBis Business; (b) there has not been any material change in the capital stock or long-term debt of CanadaBis on a consolidated business; (c) the Purchased Corporations have carried on the CanadaBis Business in the Ordinary Course; and (d) no Purchased Corporation has approved or entered into any agreement in respect of: (i) the purchase of any material property or assets or any interest therein (other than in connection with the Arrangement) or the sale, transfer or disposition of any material portion of the CanadaBis Assets whether by asset sale, transfer of shares or otherwise; or (ii) the change of control, by sale or transfer of shares or sale of all or substantially all of the property and assets of a Purchased Corporation or otherwise (other than in connection with the Arrangement), of a Purchased Corporation.

3.28 Intellectual Property Rights

- (a) The Purchased Corporations have disclosed in writing to SSC a list of all material Intellectual Property owned by, or licensed to, the Purchased Corporations including the particulars (including jurisdictions and registration numbers) of all registration and applications for registrations thereof.
- (b) The Purchased Corporations have the right to use the Intellectual Property and Proprietary Information Technology used by it in the carrying on of the CanadaBis Business in the Ordinary Course.
- (c) None of the Purchased Corporations have entered into formal licensing agreements or arrangements with any Person to use any of the Intellectual Property or the Proprietary Information Technology, other than licenses relating to non-custom or off-the-shelf licenses. To the knowledge of CanadaBis, all licences disclosed in writing to SSC are in full force and effect and none of the Purchased Corporations are in default of their obligations thereunder.
- (d) With respect to each such item disclosed in writing to SSC pursuant to Section 3.28, except as set out therein (A) the applicable Purchased Corporation is the sole owner and possesses all right, title and interest in and to the item, free and clear of all Encumbrances (other than Permitted Encumbrances), and (B) no action, suit, proceeding, arbitration, investigation, charge, complaint, claim, or demand is pending or, to the knowledge of CanadaBis, is threatened, that challenges the legality, validity, enforceability, registration, use or ownership of the item. Each such registration, filing, issuance and/or application (A) has not been abandoned, cancelled or otherwise terminated, (B) has been maintained effective by all requisite filings, renewals and payments, and (C) remains in full force and effect.

- (e) To the knowledge of CanadaBis (A) no Purchased Corporation is infringing upon, misappropriating or otherwise violating any copyrights or trade secrets of any Person, (B) no Purchased Corporation is infringing upon, misappropriating or otherwise violating any Intellectual Property (other than copyrights and trade secrets) of any Person, and (C) no Purchased Corporation has received from any Person in the past twelve months any written notice, charge, complaint, claim or other written assertion alleging any such infringement, misappropriation, or other violation by any Purchased Corporations of the Intellectual Property of any Person. To the knowledge of CanadaBis, no Person is infringing, misappropriating, or otherwise violating the Intellectual Property of any Purchased Corporation in any manner.
- (f) All Intellectual Property of third parties used by the Purchased Corporations which are material to the CanadaBis Business has been disclosed in writing to SSC. Except as disclosed in writing to SSC, each Purchased Corporation uses the Intellectual Property of third parties material to the CanadaBis Business only pursuant to valid, effective written license agreements (collectively, the **"Third Party Licenses"**) and no Purchased Corporation has exercised any rights, including without limitation any use, reproduction, distribution or derivative work rights, outside the scope of the Third Party Licenses.
- (g) The Intellectual Property disclosed in writing to SSC, together with the Third Party Licenses, constitutes all material Intellectual Property used by the Purchased Corporations in the CanadaBis Business.
- (h) Each Purchased Corporation has taken commercially reasonable actions to protect, preserve and maintain its Intellectual Property material to the CanadaBis Business and to maintain the confidentiality and secrecy of and restrict the improper use of Confidential Information, trade secrets and proprietary information under Applicable Law including, such reasonable actions as requiring employees and consultants to enter into agreements comprising provisions relating to non-disclosure, intellectual property assignments and waivers to any non-assignable rights (including moral rights), in each case to the extent that such employees or consultants have created, worked on or have developed any part of the Intellectual Property. To the knowledge of CanadaBis there has been no unauthorized disclosure of any trade secrets or proprietary information of any Purchased Corporation.

3.29 Information Technology

The Information Technology and Proprietary Information Technology:

- (a) is suitable for the purposes for which it is being used;
- (b) no other computer hardware, software, system or other information technology is used in carrying on the CanadaBis Business; and
- (c) is free from known material defects or deficiencies.

3.30 Inventories

The Inventories of the Purchased Corporations are in good and marketable condition. The Inventory levels of the CanadaBis Business are currently maintained at levels sufficient for the continuation of

the CanadaBis Business in the Ordinary Course. The Purchased Corporations have legal and beneficial ownership of the Inventories free and clear of all Encumbrances, other than Permitted Encumbrances and none of the Inventories are on consignment from another Person.

3.31 Accounts Receivable

All accounts receivables of the Purchased Corporations reflected in the CanadaBis Financial Statements, or that have come into existence since the date of the most recent CanadaBis Financial Statements, were created in the Ordinary Course in bona fide arm's length transactions, and, except to the extent that they have been paid in the Ordinary Course since the date of the CanadaBis Financial Statements, are valid and enforceable and payable in full, without any right of set-off or counterclaim or any reduction for any credit or allowance made or given, except:

- (a) to the extent of the allowance for doubtful accounts reflected in the CanadaBis Financial Statements;
- (b) in the case of accounts receivable that have come into existence since the date of the most recent CanadaBis Financial Statements, for a reasonable allowance for doubtful accounts; and
- (c) which allowances are adequate and calculated in a manner consistent with IFRS.

3.32 Real Property and Leases

Except as disclosed in writing to SSC, no Purchased Corporation has any right, title or interest in any real property and is not a party to any lease or agreement in the nature of a lease for real property or land (other than office, vehicle or equipment leases entered into in the Ordinary Course), whether as lessor or lessee.

3.33 Personal Property

Other than as would not have a CanadaBis Material Adverse Effect, each Purchased Corporation has good and valid title to, or a valid and enforceable leasehold interest in, all personal property owned or leased by it, subject to Permitted Encumbrances.

3.34 Pre-emptive Rights

There are no material outstanding rights of first refusal or other pre-emptive rights which entitle any person to acquire any of the CanadaBis Assets that will be triggered or accelerated by the Arrangement.

3.35 Insider Debt

Other than as disclosed to SSC in writing, none of the directors, former directors, officers, former officers, shareholders, former shareholders or employees of any Purchased Corporation or any Person not dealing at arm's length with any of the foregoing is indebted to any Purchased Corporation.

3.36 Non-Arm's Length Transactions

Other than as set forth in or otherwise permitted by the terms of the applicable Employment Agreements and the Related Party Leases, no officer or employee of any Purchased Corporation and no entity that is an affiliate or associate of one or more of such individuals:

- (a) owns, directly or indirectly, in whole or in part, any property that such Purchased Corporation uses in the operation of the CanadaBis Business; or
- (b) has any cause of action or other claim whatsoever against such Purchased Corporation in connection with the CanadaBis Business.

3.37 Finder's Fees

CanadaBis has not retained nor will it retain any financial advisor, broker, agent or finder or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, any transaction contemplated hereby or any transaction presently ongoing or contemplated.

3.38 Insurance

Policies of insurance that are in force as of the date hereof naming the Purchased Corporations as an insured adequately and reasonably cover all risks as are customarily covered by cannabis companies in the industry in which the Purchased Corporations operate and having regard to the nature of the risk insured and the relative cost of obtaining insurance protect the Purchased Corporations' interests. The Purchased Corporations are in compliance, in all material respects, with the terms of such policies and instruments in all material respects. All such policies shall remain in force and effect and shall not be cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement.

3.39 Title

Although it does not warrant title, each Purchased Corporation has no reason to believe that the applicable Purchased Corporation does not have title to the CanadaBis Assets (for the purpose of this Section, the foregoing are referred to as the "**Interests**") and does represent and warrant that the Interests are free and clear of adverse claims created by, through or under the Purchased Corporation, except those arising in the Ordinary Course of business which are not material in the aggregate or would not have a CanadaBis Material Adverse Effect.

3.40 Reporting Issuer Status

CanadaBis is a "reporting issuer" within the meaning of the Canadian Securities Laws, is in material compliance with its obligations as a reporting issuer, and no Authorized Authority in the Canadian Jurisdictions has issued any order preventing the Arrangement or the trading of any securities of CanadaBis.

3.41 Listing

The CanadaBis Shares are listed for trading on the TSXV under the trading symbol "CANB".

3.42 TSXV Policies

CanadaBis is in material compliance with all policies and requirements of the TSXV and has not carried on any business or activities except as permitted thereby.

3.43 Public Disclosure Documents

CanadaBis is current in the filing of all public disclosure documents required to be filed by CanadaBis under applicable Canadian Securities Laws and the TSXV rules (including all Contracts required by Canadian Securities Laws to be filed by CanadaBis), there are no filings that have been made thereunder on a confidential basis and all of such filings comply, in all material respects, with the

requirements of all applicable Canadian Securities Laws. No portion of the public disclosure documents filed by CanadaBis under the Canadian Securities Laws and stock exchange rules contained a misrepresentation as at its date of public dissemination.

3.44 Provincial Cannabis Legislation

- (a) True and complete copies of all material written correspondence or written notices received from or provided to any Provincial Cannabis Authority with respect to any of the Purchased Corporations have been made available to SSC.
- (b) Complete and accurate descriptions of the Cannabis Licenses and the date, capacity expiry date and Authorizations and limitations of the Cannabis Licenses, and true and complete copies of which have been made available to SSC.
- (c) Each of the Purchased Corporations has been and is in compliance in all material respects with the terms of the Cannabis Licenses and Provincial Cannabis Legislation, as applicable.
- (d) The Cannabis Licenses are valid and in full force and effect. None of the Purchased Corporations has received any written notice of, or is in, any violation of or default under Cannabis Licenses. The Cannabis Licenses will not be terminated or impaired solely as a result of the transactions contemplated by this Agreement, and no actions are pending or, to the knowledge of CanadaBis, threatened that would result in the termination, revocation, cancellation, non-renewal, suspension or adverse modification of the Cannabis Licenses, and none of the Purchased Corporations has been provided notice of any of the foregoing.
- (e) The Purchased Corporations have each provided SSC with true and complete copies of each of the Purchased Corporation's policies and procedures designed to provide reasonable assurance regarding compliance with all Inventory, record keeping, recalls, and other requirements under the Cannabis Licenses and Provincial Cannabis Legislation. Each Purchased Corporation has provided all relevant staff with training on such policies and procedures and has provided such staff with copies thereof. The operations of each of the Purchased Corporations are and have been conducted in material compliance with such policies and procedures.
- (f) None of the Purchased Corporations have or has had any business, investments, operations, assets in the United States or Contracts with a Person resident in the United States.
- (g) The consents contemplated in Section 3.25 include all Authorizations required from any Authorized Authority in order to maintain the Cannabis Licenses in full force and effect upon the completion of the transactions contemplated by this Agreement.

3.45 Health Canada Fees.

Other than as disclosed in writing to SSC, no Purchased Corporation has any liability in respect of Health Canada fees which are overdue for more than 30 days.

3.46 Compliance with Certain Laws

- (a) The operations of each Purchased Corporation are and have been conducted at all times in compliance with the anti-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 Authorized Authorities to which they are subject, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any Authorized Authorities or any arbitrator involving a Purchased Corporation with respect to the Anti-Money Laundering Laws is, to the knowledge of CanadaBis, pending or threatened.
- (b) No Purchased Corporation nor any director or officer, or, to the knowledge of CanadaBis, employee, agent or other Person acting on behalf of any Purchased Corporation has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic governmental official from corporate funds; (iii) violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada) or any other Applicable Law; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SSC

4.1 Representations and Warranties of SSC

SSC represents and warrant to CanadaBis as follows and acknowledge and confirm that CanadaBis is relying on such representations and warranties in connection with its entering into this Agreement. The representations and warranties are provided in the context of the Arrangement and completion of all or any part of the Arrangement will not constitute a violation of any of the representations and warranties set forth below.

4.2 Corporate Standing

SSC is a valid and subsisting corporation under the law of the provinces of Alberta and is duly qualified or registered to transact business in each jurisdiction in which failure to be so qualified or registered would result in an SSC Material Adverse Effect.

4.3 Power and Authority

SSC has all requisite corporate power, authority and approvals to enter into this Agreement and each of the other agreements and instruments to be delivered by SSC concurrently herewith, as required for completion of the Arrangement, and to perform all of its obligations hereunder and thereunder, and this Agreement has been, and such other agreements and instruments that are required hereunder to be delivered by SSC are duly executed and delivered by SSC, as applicable, and constitute, and will constitute, legal, valid and binding obligations of SSC, as applicable, enforceable against such Party in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

4.4 Approval by the SSC Board of Directors

The board of directors of SSC has unanimously approved the Arrangement and the execution, delivery and performance of this Agreement.

4.5 Execution and Delivery

The execution and delivery of this Agreement and each of the agreements and instruments to be delivered pursuant to the Arrangement by SSC, and the completion by SSC of the transactions contemplated hereby and thereby, do not and will not:

- (a) result in any breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the articles, bylaws or resolutions (whether of the directors, a committee of the directors or the shareholders) of SSC, any Applicable Law, or any Contract (written or oral), instrument or other document to which SSC is a party or by which it is bound, or any judgment, decree, order, statute, rule, policy, instrument or regulation applicable to SSC; or
- (b) create a right for any other party to terminate, accelerate or in any way alter any other rights existing under any Contract (written or oral), instrument or other document to which SSC is party or by which either is bound.

4.6 Corporate Records

The corporate records and minute books of SSC are complete and true and correct in all material respects and the minute books contains copies of the Constatng Documents of SSC and minutes of all meetings of the directors, committees of directors and shareholders of SSC and of all written resolutions of such directors, committees and shareholders and all such meetings were duly called and properly held and all such resolutions were properly adopted.

4.7 No Defaults Under Applicable Law

SSC has not received any notice, and, to the knowledge of SSC, it is not in default or violation, of any material order, rule, regulation, writ, injunction or decree of any court or Authorized Authority or any statute, regulation, rule, policy or bylaw.

4.8 Bankruptcy

- (a) No action or proceeding has been commenced or filed by or against SSC which seeks or would reasonably be expected to lead to:
 - (i) receivership, bankruptcy, a commercial proposal or similar proceeding of SSC;
 - (ii) the adjustment or compromise of claims against SSC; or
 - (iii) the appointment of a trustee, receiver, liquidator, custodian or other similar officer for SSC or any portion of its assets, and no such action or proceeding has been authorized or is being considered by or on behalf of SSC.
- (b) SSC has not:

- (i) made, and is not considering making, an assignment for the benefit of its creditors; or
- (ii) 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.

4.9 Compliance with Applicable Law; Registrations.

- (a) SSC has filed all material statements and reports required to be filed with any Authorized Authority having jurisdiction and have complied and are complying in all material respects with Applicable Law respecting SSC and the conduct of SSC's business.
- (b) SSC has all requisite power and authority and has all necessary registrations, licenses and permits to carry on its business as now conducted by it and to own, lease and operate its properties and assets and all such licenses, registrations or qualifications which are material are valid and existing in good standing.

4.10 Capitalization

The authorized share capital of SSC consists of an unlimited number of common shares and an unlimited number of first preferred shares, of which, 108,214,466 SSC Shares are issued and outstanding as fully paid and non-assessable shares in the capital of SSC.

4.11 Information Provided

The information and statements (other than any forecasts, projections or opinions) which have been supplied by SSC for the purposes of CanadaBis' due diligence purposes or for inclusion or incorporation by reference into the CanadaBis Circular were true and correct in all material respects, as of the respective dates of such information or statements and as at the date hereof.

4.12 Financial Statements.

The SSC Financial Statements have been prepared in accordance with IFRS, and fairly, completely and accurately present in all material respects the financial position of SSC and its results of operations and there has been no SSC Material Adverse Change in the financial position of SSC since the date thereof and the business of SSC has been carried on in the usual and Ordinary Course consistent with past practice since the date thereof.

4.13 No Judgments, Lawsuits or Claims

Except as disclosed in writing to CanadaBis, there are no outstanding judgments against SSC or any consent decrees or injunctions to which SSC is subject or by which its assets are bound and there are no claims, proceedings, actions or lawsuits in existence, or, to SSC's knowledge, threatened or asserted, against SSC or with respect to any of the assets or interests therein of SSC, including but not limited to environmental actions or claims, or which affect or may affect the distribution of the SSC Shares contemplated herein or which would impair the ability of SSC to consummate the Arrangement or to duly observe and perform any of its covenants or obligations contained in this Agreement or the agreements contemplated herein and SSC is not aware of any existing ground on which such action, suit, proceeding or inquiry might be commenced with any reasonable likelihood of success.

4.14 Entitlements

No Person has any agreement with SSC or any privilege, warrant, convertible security or option exercisable against SSC or any right capable of being an agreement with SSC for the purchase of any of the SSC Shares or any agreement with SSC or any privilege, warrant, convertible security or option exercisable against SSC or any right capable of becoming an agreement with SSC for the purchase, subscription or issuance of any unissued SSC Shares or any other securities of SSC, except pursuant to this Agreement and except for 10,469,333 SSC Options, 13,859,718 common share purchase warrants of SSC (inclusive of founder warrants of SSC) and the aggregate principal amount of \$6,000,000 secured convertible debentures of SSC.

4.15 Tax Matters

Except as disclosed in writing to CanadaBis:

- (a) SSC is not a non-resident of Canada for purposes of the Tax Act.
- (b) SSC has prepared and filed when due with each relevant Authorized Authority all Tax Returns required to be filed by or on behalf of it in respect of any Taxes. All such Tax Returns are correct and complete in all material respects and no fact or facts have been omitted therefrom which would make any of them materially misleading. To the knowledge of SSC, no examination of any Tax Return of SSC is currently in progress by any Authorized Authority. No extension of time in which to file any such Tax Returns is in effect.
- (c) SSC has paid in full and when due all Taxes required to be paid by it, whether or not such Taxes are shown on a Tax Return or on any assessments or reassessments.
- (d) There are no proceedings, investigations, audits, reassessments or claims now underway or, to the knowledge of SSC, pending or threatened against SSC in respect of any Taxes and there are no matters under discussion, audit or appeal with any Authorized Authority relating to Taxes. To the knowledge of SSC, there exist no grounds for any assessment, reassessment, suit, proceeding or other claim with respect to SSC in respect of Taxes.
- (e) SSC has never been party to, executed or filed with any Authorized Authority any agreement, waiver or other arrangement extending the period for assessment, reassessment or collection of any Taxes.
- (f) SSC has never been (i) a party to any agreement providing for the allocation, indemnity or sharing of Taxes, (ii) liable for the Taxes of any other Person (A) as a transferee or successor, or (B) by assumption, operation of Applicable Law or Contract.
- (g) SSC has never received a claim in writing by an Authorized Authority in a jurisdiction in which it does not file a Tax Return that it is or may be subject to taxation by, or required to file Tax Returns with, that jurisdiction.
- (h) SSC has never undertaken any "reportable transaction" as defined in subsection 237.3(1) of the Tax Act or any "notifiable transaction" as defined in subsection 237.4(1) of the Tax Act.

- (i) SSC has withheld from each payment made to any Person, including any of its present or former employees, officers and directors, and all Persons who are or are deemed to be non-residents of Canada for purposes of the Tax Act, all amounts required by Applicable Law to be withheld, and has remitted such withheld amounts within the prescribed periods to the appropriate Authorized Authority. SSC has remitted all Canada Pension Plan contributions, provincial pension plan contributions, employment insurance premiums, employer health taxes and other Taxes payable or required to be withheld and remitted by it in respect of its employees to the appropriate Authorized Authority within the time required under Applicable Law.
- (j) SSC has maintained and continues to maintain at its place of business in Canada all records and books of account required to be maintained under the Tax Act, the ETA and any comparable Applicable Law of any province or territory in Canada, including Applicable Laws relating to sales and use taxes.

4.16 Health Canada Fees.

SSC does not have any liability in respect of Health Canada fees which are overdue for more than 30 days.

4.17 SSC Required Consents

There is no requirement for SSC to obtain any consent, approval or waiver of any party in connection with the Arrangement, except for the requisite approvals of the Court:

- (a) the approval of the TSXV;
- (b) a notification to Health Canada; and
- (c) those consents, approvals or waivers which, if not obtained or made, would not prevent or delay the consummation of the Arrangement or otherwise prevent SSC from performing its obligations under this Agreement and would not be reasonably likely to have a SSC Material Adverse Effect.

4.18 Insider Debt

Except as disclosed in writing to CanadaBis, None of the directors, former directors, officers, former officers, shareholders, former shareholders or employees of SSC or any Person not dealing at arm's length with any of the foregoing is indebted to SSC.

4.19 Non-Arm's Length Transactions

No officer of SSC and no entity that is an affiliate or associate of one or more of such individuals:

- (a) owns, directly or indirectly, in whole or in part, any property that SSC uses in the operation of SSC business, other than as used by SSC for administrative purposes; or
- (b) has any cause of action or other claim whatsoever against SSC in connection with SSC's business.

4.20 Finder's Fees

SSC has not retained nor will it retain any financial advisor, broker, agent or finder or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, any transaction contemplated hereby or any transaction presently ongoing or contemplated.

4.21 Compliance with Certain Laws

- (a) The operations of SSC are and have been conducted at all times in compliance with the Anti-Money Laundering Laws and no action, suit or proceeding by or before any Authorized Authorities or any arbitrator involving SSC with respect to the Anti-Money Laundering Laws is, to the knowledge of SSC, pending or threatened.
- (b) Neither SSC nor any director or officer, or, to the knowledge of SSC, employee, agent or other Person acting on behalf of SSC has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic governmental official from corporate funds; (iii) violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada) or any other Applicable Law; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

4.22 Reporting Issuer Status

SSC is a "reporting issuer" within the meaning of the Canadian Securities Laws, is in material compliance with its obligations as a reporting issuer, and no Authorized Authority in the Canadian Jurisdictions has issued any order preventing the Arrangement or the trading of any securities of SSC.

4.23 TSXV Policies

SSC is in material compliance with all policies and requirements of the TSXV and has not carried on any business or activities except as permitted thereby.

4.24 Share Issuance

Subject to applicable Canadian Securities Laws and the rules and policies of the TSXV, SSC has the full and lawful right and authority to issue SSC Shares to the CanadaBis Shareholders, in connection with the Arrangement, and upon issuance such shares will be validly issued as fully paid and non-assessable common shares in the capital of SSC free and clear of all Encumbrances.

4.25 Public Disclosure Documents

SSC is current in the filing of all public disclosure documents required to be filed by SSC under applicable Canadian Securities Laws and the TSXV rules (including all Contracts required by Canadian Securities Laws to be filed by SSC), there are no filings that have been made thereunder on a confidential basis and all of such filings comply, in all material respects, with the requirements of all applicable Canadian Securities Laws. No portion of the public disclosure documents filed by SSC under the Canadian Securities Laws and stock exchange rules contained a misrepresentation as at its date of public dissemination.

4.26 Listing

The SSC Shares are listed for trading on the TSXV under the trading symbol "HASH".

4.27 Auditors

The auditors of SSC, Kenway Mack Slusarchuk Stewart LLP, who audited the annual financial statements of SSC for the year ended December 31, 2023 and who provided their audit report thereon are independent public accountants as required under applicable legislation and there has never been a reportable disagreement (within the meaning of NI 51-102) with the present auditors of SSC.

ARTICLE 5 NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES

5.1 Non-Survival and Reliance

SSC acknowledges and agrees that CanadaBis may rely on the representations and warranties made by SSC pursuant to Article 4 and CanadaBis acknowledges that SSC may rely on the representations and warranties made by CanadaBis in Article 3. The representations and warranties of each Party shall not survive the completion of the Arrangement and shall expire and be terminated and extinguished upon the Arrangement becoming effective.

ARTICLE 6 COVENANTS

6.1 Confidentiality

- (a) Each Party agrees that it shall keep strictly confidential and shall not disclose, copy, reproduce or distribute, or cause or permit to be disclosed, copied, reproduced or distributed any information concerning another Party (the "**Disclosing Party**"), its business, operations, assets and Liabilities, that was obtained from another Party (or such Party's Representatives) ("**Confidential Information**") to anyone except: (i) the receiving Party's (the "**Recipient**") directors, officers, employees, affiliates and advisors (the "**Representatives**") to whom disclosure is reasonably necessary for the purposes of or in connection with the transactions contemplated herein, and who have agreed to be bound by the terms of this Agreement; or (ii) as otherwise consented to in writing by the Disclosing Party. Each Recipient shall use reasonable commercial efforts to ensure that Confidential Information remains strictly confidential and is not disclosed to or seen, used or obtained by any Person or entity except in accordance with the terms of this Agreement.
- (b) Prior to the Closing Date, each Recipient and its Representatives shall not use or cause to be used Confidential Information for any purpose other than in connection with evaluating, negotiating or advising in connection with the transactions contemplated herein, and at no time shall a Recipient or its Representatives otherwise use or cause to be used Confidential Information for the benefit of itself or any other third party or in any manner adverse to, or to the detriment of, the Disclosing Party or its shareholders.
- (c) Each Recipient shall instruct its Representatives to whom it makes disclosure that the disclosure is made in confidence and shall be kept in confidence and used only in accordance with this Agreement. The Recipient is liable for

any breach of the obligations under this Agreement committed by its Representatives.

- (d) Notwithstanding the foregoing:
- (i) the obligations of the Recipient under this Section 6.1 shall not apply to any information that: (A) is publicly available or becomes publicly available through no action or fault of the Recipient; (B) was, as evidenced by the records of the Recipient, already in the Recipient's possession or known to the Recipient prior to being disclosed or provided to the Recipient by or on behalf of the Disclosing Party; (C) is obtained by the Recipient from a third party, provided, that, to the knowledge of the Recipient, without enquiry, such third party has the lawful right to disclose Confidential Information; or (D) is independently developed by the Recipient without reference to Confidential Information; and
- (ii) a Recipient may disclose Confidential Information if and to the extent legally required or compelled to do so by Applicable Law or in any governmental, administrative or judicial process (the "**Compelled Disclosure**"). To the extent permitted by Applicable Law, the Recipient shall provide the Disclosing Party with prompt written notice of any request or requirement for the Compelled Disclosure and shall co-operate with the Disclosing Party as the latter may reasonably and lawfully request with respect to the form, timing and nature of the Compelled Disclosure or seeking a protective order or other appropriate remedy. The Recipient may disclose only such Confidential Information as is specifically required or compelled to be disclosed and shall continue to use its reasonable commercial efforts to preserve the confidentiality of Confidential Information.
- (e) After the Closing Date, a Recipient shall not use or disclose Confidential Information of SSC or CanadaBis.
- (f) Upon the termination or rescission of this Agreement, each Recipient will promptly, if requested to do so by the Disclosing Party, return to the Disclosing Party or destroy all Confidential Information (including notes, writings and other material developed therefrom by the Recipient) and all copies thereof and retain none for its files. The requirements of confidentiality set forth herein shall survive the return or destruction of such Confidential Information.
- (g) Each Recipient hereby agrees that its failure or threat of failure to perform any obligation or duty which it has agreed to perform under this Agreement will cause irreparable harm to the Disclosing Party, which harm cannot be adequately compensated for by monetary damages. It is further agreed by each Recipient that an order of specific performance, injunctive relief or other equitable relief (or any combination thereof) against the Recipient in the event of a breach or default, or the threat of a breach or default, under this Section 6.1 would be equitable and accordingly, in such event the Disclosing Party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right to specific performance or to injunctive relief or other equitable relief (or any combination thereof) against, the Recipient, with respect to any such event.
- (h) Each Recipient acknowledges that the Recipient is aware, and shall advise his or its Representatives, that Canadian Securities Laws prohibit any Person

who has received material non-public information from an issuer from purchasing or selling securities of such issuer or from communicating such information to any other Person.

6.2 Arrangement

- (a) SSC and CanadaBis shall use all commercially reasonable efforts and do all things necessary or reasonably desirable on its part to facilitate the implementation of the Arrangement and all related matters in connection therewith as will be set forth in the CanadaBis Circular, including without limiting the generality of the foregoing, applying for, obtaining and/or effecting as applicable: (i) the approval of the TSXV for the Transaction and the listing of the SSC Shares; and (ii) obtain such other consents, orders or approvals as counsel to each of CanadaBis and SSC may advise are reasonably necessary or desirable to be obtained for the implementation of the Arrangement.
- (b) SSC and CanadaBis shall use all commercially reasonable efforts to: (i) take and cause to be taken such other steps and actions and execute such other documents, agreements and instruments as may be reasonably necessary or desirable in connection with the consummation of the transactions contemplated hereby; and (ii) immediately notify the other in writing of any significant development in its business affairs, operations, capital, prospects or material change relating thereto upon becoming aware of any such development or change.
- (c) SSC and CanadaBis shall prepare and file, or cause to be filed, any filings required under any Applicable Law, the rules and policies of the TSXV or other Authorized Authorities relating to the Transaction and shall provide on a timely basis such information to each other as is necessary to complete such filings.

6.3 CanadaBis Circular and CanadaBis Meeting

- (a) CanadaBis and SSC shall ensure that the CanadaBis Circular complies in all material respects with all Applicable Laws (including Canadian Securities Laws), and, without limiting the generality of the foregoing, that the CanadaBis Circular shall not contain any misrepresentations (provided that CanadaBis shall not be responsible for the accuracy of any information relating solely to SSC and SSC shall not be responsible for the accuracy of any information relating solely to CanadaBis). The CanadaBis Circular shall be acceptable in form and substance to each of CanadaBis and SSC, each acting reasonably.
- (b) SSC shall furnish all such SSC Information as may be reasonably required in the preparation of the CanadaBis Circular and other documents related thereto, and SSC shall ensure that all SSC Information included in the CanadaBis Circular complies with Applicable Laws and, without limiting the generality of the foregoing, that the SSC Information will not contain a misrepresentation, and, in that regard, the CanadaBis Circular will set out the SSC Information in the form approved by SSC and the CanadaBis Information in the form approved by CanadaBis.
- (c) CanadaBis shall furnish all such CanadaBis Information as may be reasonably required in the preparation of the CanadaBis Circular and other documents related thereto, and CanadaBis shall ensure that all CanadaBis Information

included in the CanadaBis Circular complies with Applicable Laws and, without limiting the generality of the foregoing, that the CanadaBis Information will not contain a misrepresentation, and, in that regard, the CanadaBis Circular will set out the CanadaBis Information in the form approved by CanadaBis and the SSC Information in the form approved by SSC.

- (d) CanadaBis shall give SSC and its legal counsel a reasonable opportunity to review and comment on the drafts of the CanadaBis Circular and other related documents prior to filing or mailing such materials, and shall give good faith consideration to any comments made by SSC or its legal counsel relating to the disclosure contained therein, and agrees that all SSC Information and information regarding the Transaction included in the CanadaBis Circular must be in content satisfactory to SSC, acting reasonably.
- (e) CanadaBis shall conduct the CanadaBis Meeting in accordance with the Interim Order and otherwise as required by Applicable Laws.
- (f) Each Party shall promptly notify the other Parties if, at any time before Closing, it becomes aware that the CanadaBis Circular contains a misrepresentation, or otherwise requires an amendment or supplement; and the Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and SSC shall, if required by the TSXV or Applicable Law, file any amendment or supplement to the CanadaBis Circular with the applicable securities regulatory authority and other Authorized Authority as required.
- (g) SSC shall indemnify and save harmless CanadaBis and its directors, officers, employees, advisors and agents from and against any and all Liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which CanadaBis or its directors, officers, employees, advisors or agents may be subject or which CanadaBis or its directors, officers, employees, advisors or agents may suffer or incur, 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 or alleged misrepresentation contained solely in the SSC Information included in the CanadaBis Circular or in any material filed by SSC in compliance or intended compliance with any Applicable Laws; and
 - (ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority 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 SSC Information included in the CanadaBis Circular or in any material filed by or on behalf of SSC in compliance or intended compliance with Canadian Securities Laws,

except that SSC 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 misrepresentation or alleged misrepresentation based solely on CanadaBis Information included in the CanadaBis Circular.

- (h) CanadaBis shall indemnify and save harmless SSC and its directors, officers, employees, advisors and agents from and against any and all Liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits

or consequential damages) to which SSC or its directors, officers, employees, advisors or agents may be subject or which SSC or its directors, officers, employees, advisors or agents may suffer or incur, 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 or alleged misrepresentation contained solely in the CanadaBis Information included in the CanadaBis Circular or in any material filed by CanadaBis in compliance or intended compliance with any Applicable Laws; and
- (ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority 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 CanadaBis Information included in the CanadaBis Circular or in any material filed by or on behalf of CanadaBis in compliance or intended compliance with Canadian Securities Laws,

except that CanadaBis 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 misrepresentation or alleged misrepresentation based solely on the SSC Information included in the CanadaBis Circular.

- (i) CanadaBis shall:
- (i) promptly advise SSC of the number of CanadaBis Shares for which CanadaBis receives notices of dissent in relation to the Arrangement and provide SSC copies of such notices;
- (ii) allow SSC and its Representatives to attend the CanadaBis Meeting; and
- (iii) conduct the CanadaBis Meeting in accordance with Applicable Laws.

6.4 Conduct of CanadaBis Prior to Closing

Without in any way limiting any other obligations of CanadaBis hereunder and other than as anticipated in this Agreement, during the period from the date hereof until the earlier of the Closing Date or the date this Agreement is terminated in accordance with its terms, CanadaBis will use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable: (a) to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement; (b) to comply with all provisions of this Agreement; and (c) to cooperate with SSC in connection with the foregoing, including, without limitation, the following actions:

- (a) **Conduct of Business.** CanadaBis will not, without the prior written consent of SSC, acting reasonably: (i) take any action, enter into any transaction that, if effected before the date of this Agreement, may interfere with or be inconsistent with the successful completion of the transactions contemplated herein; or (ii) take any action or fail to take any action which may result in a condition precedent to the transactions described herein not being satisfied.

- (b) **Notification.** CanadaBis shall notify SSC of: (i) any CanadaBis Material Adverse Change; and (ii) any change, event, occurrence or state of facts that could reasonably be expected to become a CanadaBis Material Adverse Change or to have a CanadaBis Material Adverse Effect, in respect of the business or in the conduct of the CanadaBis Business and of any event occurring subsequent to the date hereof that would render any representation or warranty of CanadaBis contained in this Agreement, if made on or as of the date of such event or the Closing Date, to be untrue or inaccurate in any material respect.
- (c) **Interim Restrictions.** Other than as may be contemplated by this Agreement, CanadaBis shall not, without the prior written consent of SSC, acting reasonably, directly or indirectly:
- (i) amend its Constatng Documents;
 - (ii) except for existing CanadaBis Options and the CanadaBis Offering, issue, sell, pledge, hypothecate, lease, dispose of or encumber any CanadaBis Shares or other securities, or any right, option or warrant with respect thereto;
 - (iii) split, combine, redeem, purchase, offer to purchase or reclassify any of its securities or declare, pay or make any dividend or other distribution on the CanadaBis Shares or distribute any of its properties or assets to any Person, or enter into any interest rate, currency or commodity swaps, hedges, caps, collars, forward sales or other similar financial instruments;
 - (iv) enter into or amend any employment contracts or create or amend any Employee Plan;
 - (v) hire any employee;
 - (vi) other than pursuant to the CanadaBis Offering, enter into any CanadaBis Material Contract;
 - (vii) acquire or agree to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any Person, partnership, joint venture or other business organization, or any assets;
 - (viii) sell, lease, sublease, assign or transfer (by tender offer, exchange offer, merger, amalgamation, sale of shares or assets or otherwise) any of its assets;
 - (ix) settle any outstanding claim, dispute, litigation matters, or tax dispute or relinquish any contractual rights;
 - (x) fail to pay or satisfy when due any liability;
 - (xi) fail to comply in all material respects with all Applicable Laws, including tax Laws;
 - (xii) reduce the stated capital of any of securities of CanadaBis;
 - (xiii) take any action inconsistent with past practice relating to the filing of any Tax Return or the withholding, collection, remittance and payment of any Tax;

- (xiv) amend any Tax return or change any of its methods of reporting income, deductions or accounting for Tax purposes;
- (xv) enter into any Tax sharing agreement, Tax allocation agreement, Tax related waiver, Tax indemnification agreement or any other contract relating to the sharing or payment of Tax;
- (xvi) settle (or offer to settle) any Tax claim, audit, proceeding, or reassessment;
- (xvii) make any request for a Tax ruling to any Authorized Authority;
- (xviii) enter into any transactions that are required to be reported to any applicable Authorized Authority pursuant to section 237.3 or 237.4 of the Tax Act (or any provisions of similar effect);
- (xix) create any stock option or bonus plan, pay any bonuses, deferred or otherwise, or defer any compensation to any of its directors, officers or employees;
- (xx) make any material change in accounting procedures or practices;
- (xxi) make any expenditures other than those made in the Ordinary Course of the CanadaBis Business;
- (xxii) adopt resolutions or enter into any agreement providing for the consolidation, reorganization, liquidation, dissolution or any other extraordinary transaction in respect of itself, or adopt any plan of liquidation;
- (xxiii) transfer any assets to any of its shareholders or any of their Subsidiaries or affiliates or assume any Indebtedness or Liabilities from a shareholder or any of their Subsidiaries or affiliates or enter into any other related party transactions;
- (xxiv) incur or assume any Indebtedness; or
- (xxv) enter into any agreement or understanding to do any of the foregoing.
- (d) **Corporate Action.** CanadaBis will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement, the Plan of Arrangement and the other agreements and documents contemplated hereby and to complete the Arrangement and the transactions contemplated hereby, and to cause all necessary meetings of directors and shareholders of CanadaBis to be held for such purpose.
- (e) **Regulatory Consents.** CanadaBis will use its commercially reasonable efforts to obtain, prior to the Closing Date, from all appropriate Authorized Authorities, all Authorizations required as a condition of the lawful consummation of the Arrangement and will affect all necessary registrations and other filings and submissions of information requested by Authorized Authorities in connection with the same.
- (f) **Contractual Consents.** CanadaBis will give all notices and use its commercially reasonable efforts to obtain all waivers, consents and approvals

required under any Contract to which CanadaBis is a party or by which it is bound to consummate the transactions contemplated in this Agreement.

- (g) **Notice to Third Parties regarding Arrangement.** In accordance with the terms of each agreement pursuant to which CanadaBis is required to provide notice of the Arrangement or the transactions contemplated hereby, CanadaBis shall provide such notice on or before the earlier of the date required in such agreement and, to the extent it is possible, the Closing Date.
- (h) **Litigation.** CanadaBis will use its commercially reasonable efforts to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby, and to cause to be lifted or rescinded any injunction or restraining order or other remedy adversely affecting the ability of the Parties to consummate the transactions contemplated hereby.
- (i) **Shareholder Approval.** CanadaBis will use its commercially reasonable efforts to obtain, prior to the Closing Date, approval of the Arrangement from CanadaBis Shareholders.
- (j) **Interim Order and Final Order.** CanadaBis will forthwith carry out the terms of the Interim Order and the Final Order to the extent applicable to it.
- (k) **Working Capital.** CanadaBis will use its commercially reasonable efforts to cause the Working Capital to be greater than or equal to \$2 million at the Effective Time.

6.5 Conduct of SSC Prior to Closing

Without in any way limiting any other obligations of SSC hereunder and other than as anticipated in this Agreement, during the period from the date hereof until the earlier of the Closing Date or the date this Agreement is terminated in accordance with its terms, SSC will use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable: (a) to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement; (b) to comply with all provisions of this Agreement; and (c) to cooperate with CanadaBis in connection with the foregoing, including, without limitation, the following actions:

- (a) **Conduct of Business.** SSC will conduct its business and its operations and affairs only in the Ordinary Course, and SSC will not, without the prior written consent of CanadaBis, acting reasonably: (i) take any action, enter into any transaction that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of SSC contained herein, or which may interfere with or be inconsistent with the successful completion of the transactions contemplated herein, or (ii) take any action or fail to take any action which may result in a condition precedent to the transactions described herein not being satisfied.
- (b) **Notification.** SSC shall notify CanadaBis of: (i) any SSC Material Adverse Change; (ii) any change, event, occurrence or state of facts that could reasonably be expected to become a SSC Material Adverse Change or to have a SSC Material Adverse Effect, in respect of the business or in the conduct of its business and of any event occurring subsequent to the date hereof that

would render any representation or warranty of SSC contained in this Agreement, if made on or as of the date of such event or the Closing Date, to be untrue or inaccurate in any material respect.

- (c) **Interim Restrictions.** Other than as may be contemplated by this Agreement, SSC shall not, directly or indirectly:
 - (i) amend its Constatng Documents;
 - (ii) issue, sell, pledge, hypothecate, lease, dispose of or encumber any of its shares or other securities, or any right, option or warrant with respect thereto, except for the issuance of SSC Shares pursuant to the transactions contemplated in this Agreement;
 - (iii) split, combine, redeem, purchase, offer to purchase or reclassify any of its securities or declare, pay or make any dividend or other distribution on its shares, distribute any of its properties or assets to any Person, or enter into any interest rate, currency or commodity swaps, hedges, caps, collars, forward sales or other similar financial instruments;
 - (iv) adopt resolutions or enter into any agreement providing for the consolidation, reorganization, liquidation, dissolution or any other extraordinary transaction in respect of itself, or adopt any plan of liquidation;
 - (v) transfer any assets to any of its shareholders or any of their Subsidiaries or affiliates or assume any Indebtedness or Liabilities from a shareholder or any of their Subsidiaries or affiliates or enter into any other related party transactions; or
 - (vi) enter into any agreement or understanding to do any of the foregoing.
- (d) **Corporate Action.** SSC will use commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement, the Plan of Arrangement and the other agreements and documents contemplated hereby and to complete the Arrangement and to cause all necessary meetings of directors of SSC to be held for such purpose.
- (e) **Regulatory Consents.** SSC will use its commercially reasonable efforts to obtain, prior to the Closing Date, from all appropriate Authorized Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement including the approval of the TSXV, and will effect all necessary registrations and other filings and submissions of information requested by Authorized Authorities in connection with the same.
- (f) **Contractual Consents.** SSC will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any Contract to which SSC is a party or by which it is bound to consummate the transactions contemplated hereby.
- (g) **Notice to Third Parties regarding Arrangement.** In accordance with the terms of each agreement pursuant to which SSC is required to provide notice

of the Arrangement or the transactions contemplated hereby, SSC shall provide such notice on or before the earlier of the date required in such agreement and, to the extent it is possible, the Closing Date.

- (h) **Litigation.** SSC will use its commercially reasonable efforts to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby, and to cause to be lifted or rescinded any injunction or restraining order or other remedy adversely affecting the ability of the Parties to consummate the transactions contemplated hereby.
- (i) **Interim Order and Final Order.** SSC will forthwith carry out the terms of the Interim Order and the Final Order to the extent applicable to it and will use its reasonable commercial efforts to assist CanadaBis in obtaining such orders and to carry out the intent or effect of this Agreement and the Arrangement.

6.6 CanadaBis Offering

- (a) CanadaBis shall provide SSC with all information as may be reasonably requested by SSC in connection with the preparation and negotiation of the terms of the CanadaBis Convertible Debenture and other documents related thereto, and CanadaBis shall ensure that all the CanadaBis Convertible Debenture complies with Applicable Laws.
- (b) CanadaBis shall give SSC and its legal counsel a reasonable opportunity to review and comment on the drafts of the documentation related to the CanadaBis Offering, and shall give good faith consideration to any comments made by SSC or its legal counsel relating to such documentation, and agrees that all documentation related to the CanadaBis Offering must be in content satisfactory to SSC, acting reasonably.
- (c) CanadaBis shall provide regular updates to SSC on the status of the CanadaBis Offering, up to and including the closing of the CanadaBis Offering. The use of proceeds of the CanadaBis Offering financing shall be limited to funding normal course business operations, reduction of trade accounts payable and/or CRA balances, and for greater certainty, shall not be used for the repayment of loans to related parties.

ARTICLE 7 ADDITIONAL COVENANTS REGARDING NON-SOLICITATION

7.1 Non-Solicitation

- (1) Except as expressly provided in this Article 7, CanadaBis shall not, and shall cause its Subsidiaries not to, directly or indirectly, through any of its Representatives or affiliates, or otherwise, and shall not permit any such Person to:
 - (a) solicit, assist, initiate, encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, Confidential Information, properties, facilities, books and records or entering into any form of Contract, agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

- (b) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than SSC) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal, provided that CanadaBis may (i) communicate with any Person as provided in Section 7.3(1), (ii) advise any Person of the restrictions of this Agreement, (iii) advise any Person making an Acquisition Proposal that the CanadaBis Board has determined that such Acquisition Proposal does not constitute a Superior Proposal, in each case if, in so doing, no other Confidential Information, including information that is prohibited from being communicated under this Agreement, is communicated to such Person;
 - (c) withdraw or modify the Board Recommendation;
 - (d) enter into any contract or agreement in principle requiring CanadaBis to abandon, terminate or fail to consummate the Arrangement or any other transactions contemplated by this Agreement or to breach its obligations hereunder, or propose or agree to do any of the foregoing;
 - (e) accept, approve, endorse, recommend or publicly propose to accept endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for a period of no more than five (5) Business Days following such public announcement or public disclosure will not be considered to be in violation of this Section 7.1 (or in the event that the Meeting is scheduled to occur within such five (5) Business Day period, prior to the third (3rd) Business Day prior to the date of the Meeting)); or
 - (f) accept or enter into or publicly propose to accept or enter into any agreement, understanding or arrangement with any Person (other than SSC or any of its affiliates) in respect of an Acquisition Proposal (excluding a confidentiality agreement permitted by and in accordance with Section 7.3).
- (2) Except as expressly provided in this Article 7, CanadaBis shall, and shall cause its Subsidiaries and their respective Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities with any Person (other than SSC) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, and in connection with such termination shall:
- (a) immediately discontinue access to and disclosure of all information regarding the Corporation or any of its Subsidiaries, including Confidential Information, properties, facilities and books and records; and
 - (b) promptly and in any event within two (2) Business Days of the date of this Agreement, request and exercise all rights it has to require (i) the return or destruction of all copies of Confidential Information regarding the Purchased Corporations provided to any Person other than SSC and its Representatives, and (ii) the destruction of all material including or incorporating or otherwise reflecting such Confidential Information regarding the Purchased Corporations, to the extent that such information has not previously been returned or destroyed, using its commercially reasonable efforts to ensure that such

requests are fully complied with in accordance with the terms of such rights or entitlements.

- (3) CanadaBis represents and warrants that it has not waived any confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement, restriction or covenant in effect as of the date of this Agreement (or that, absent any such waiver, would have been effect as of the date of this Agreement) to which a Purchased Corporation is a party, and CanadaBis covenants and agrees that (a) it shall take all necessary action to enforce each confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement, restriction or covenant to which a Purchased Corporations is a party or may hereafter become a party in accordance with Section 7.3, and (b) no Purchased Corporation have released or will, without the prior written consent of SSC (which may be withheld or delayed in SSC's sole and absolute discretion), release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting a Purchased Corporation, under any confidentiality, standstill or similar agreement or restriction to which is a party or may hereafter become a party in accordance with Section 7.3.

7.2 Notification of Acquisition Proposals.

- (1) If a Purchased Corporation or any of their respective Representatives, receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, Confidential Information relating to a Purchased Corporation that constitutes or may be reasonably expected to constitute or lead to an Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities and books and records of the Purchased Corporations, CanadaBis shall promptly notify SSC, at first orally, and then promptly, and in any event within 24 hours, in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, and shall provide SSC with copies of all documents, correspondence or other material received in respect of, from or on behalf of any such Person and such other details of such Acquisition Proposal, inquiry, proposal, offer or request as SSC may reasonably request. CanadaBis shall keep SSC fully informed on a current basis of the status of developments and negotiations with respect to any Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request and shall provide to SSC copies of all material or substantive correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence, sent or communicated by or to CanadaBis in respect of such Acquisition Proposal, inquiry, proposal, offer or request.

7.3 Responding to an Acquisition Proposal.

- (1) Notwithstanding Section 7.1 but subject to Section 7.2, if at any time prior to obtaining the approval of the CanadaBis Shareholders of the Arrangement Resolutions, CanadaBis receives an unsolicited written Acquisition Proposal, CanadaBis may (i) contact the Person making such Acquisition Proposal and its Representatives solely for the purpose of clarifying such Acquisition Proposal so as to determine whether such Acquisition Proposal constitutes or may reasonably be expected to constitute or lead to, a Superior Proposal, and (ii) engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal so long as it remains a Superior Proposal, and may provide copies of, access to or disclosure of Confidential Information, properties, facilities, or books and records, if and only if:
 - (a) the CanadaBis Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, (i) that such Acquisition Proposal

constitutes, or would reasonably be expected to constitute, a Superior Proposal. and (ii) after consultation with its outside legal counsel, that the failure to engage in such discussions or negotiations would be inconsistent with its fiduciary duties;

- (b) the Person making an Acquisition Proposal and its Representatives were not restricted from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction with a Purchased Corporation;
- (c) CanadaBis has been, and continues to be, in material compliance with its obligations under this Article 7;
- (d) prior to providing any such copies, access, or disclosure, CanadaBis enters into a confidentiality and standstill agreement with such Person that are on terms no more favourable in any material respect to such Person than the confidentiality provisions of this Agreement and that contains customary standstill provision for not less than 12 months, and any such copies, access or disclosure provided to such Person shall have already been (or simultaneously be) provided to SSC; and
- (e) CanadaBis promptly provides SSC with:
 - (i) prior written notice stating CanadaBis' intention to participate in such discussions or negotiations and to provide such copies, access or disclosure;
 - (ii) prior to providing any such copies, access or disclosure, a true, complete and final executed copy of the confidentiality and standstill agreement referred to in Section 7.3(1)(d); and
 - (iii) any information concerning the Purchased Corporations provided to such other Person which was not previously provided to SSC.

7.4 Right to Match

- (1) If CanadaBis receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the CanadaBis Shareholders, the CanadaBis Board may (based upon, inter alia, the recommendation of an independent committee of the CanadaBis Board, if applicable), subject to compliance with Article 7, enter into a definitive agreement with respect to such Superior Proposal or withdraw or modify the Board Recommendation, if and only if:
 - (a) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction with the Purchased Corporations;
 - (b) CanadaBis has been, and continues to be, in material compliance with its obligations under this Article 7;
 - (c) CanadaBis has delivered to SSC a written notice of the determination of the CanadaBis Board that such Acquisition Proposal constitutes a Superior Proposal along with the basis, facts and terms supporting such determination, and of the intention of the CanadaBis Board to enter into such definitive agreement with

respect to such Superior Proposal or withdraw or modify the Board Recommendation, together with a written notice from the CanadaBis Board regarding the value and financial terms that the CanadaBis Board has determined should be ascribed to any non-cash consideration offered under such Superior Proposal (the “**Superior Proposal Notice**”);

- (d) CanadaBis has provided SSC a copy of the proposed definitive agreement for the Superior Proposal and all supporting materials, including any financing documents supplied to CanadaBis in connection therewith;
 - (e) at least five (5) Business Days (the “**Matching Period**”) have elapsed from the date that is the later of the date on which SSC received the Superior Proposal Notice and the date on which SSC received all of the materials set forth in Section 7.4(1)(d);
 - (f) during any Matching Period, SSC has had the opportunity (but not the obligation), in accordance with Section 7.4(2) to offer to amend this Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;
 - (g) after the Matching Period, the CanadaBis Board (i) has determined in good faith, after consultation with CanadaBis’ outside legal counsel, that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the Arrangement as proposed to be amended by SSC under Section 7.4(2)) and (ii) has determined in good faith, after consultation with its outside legal counsel, that the failure by the CanadaBis Board to recommend that CanadaBis enter into a definitive agreement with respect to such Superior Proposal or withdraw or modify the Board Recommendation would be inconsistent with its fiduciary duties; and
 - (h) prior to or concurrently with entering into such definitive agreement or withdrawing or modifying the Board Recommendation, CanadaBis terminates this Agreement pursuant to 10.1(h), which for greater certainty includes the payment of the Termination Fee to SSC pursuant to Section 10.3.
- (2) During the Matching Period, or such longer period as CanadaBis may approve in writing for such purpose: (a) the CanadaBis Board shall review any offer made by SSC under Section 7.4(1)(f) to amend the terms of this Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in such Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) CanadaBis shall negotiate in good faith with SSC to make such amendments to the terms of this Agreement or the Plan of Arrangement as would enable SSC to proceed with the transactions contemplated by this Agreement on such amended terms. If the CanadaBis Board determines that such Acquisition Proposal would cease to be a Superior Proposal, CanadaBis and SSC shall promptly amend this Agreement to reflect such offer made by SSC, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.
- (3) Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the CanadaBis Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of this Section 7.4, and SSC shall be afforded a new Matching Period (except that the reference to five (5) Business Days in the definition of the Matching Period will be deemed to be a reference to three (3) Business Days) from the later of

the date on which SSC received the Superior Proposal Notice and the date on which SSC received all of the materials set forth in Section 7.4(1)(d) with respect to the new Superior Proposal from CanadaBis.

- (4) The CanadaBis Board shall promptly reaffirm the Board Recommendation by press release after any Acquisition Proposal which the CanadaBis Board has determined not to be a Superior Proposal is publicly announced or publicly disclosed or the CanadaBis Board determines that a proposed amendment to the terms of this Agreement or the Plan of Arrangement as contemplated under Section 7.4(2) would result in an Acquisition Proposal no longer being a Superior Proposal. CanadaBis shall provide SSC and its outside legal counsel with a reasonable opportunity to review and comment on the form and content of any such press release and shall make all reasonable amendments to such press release as requested by SSC and its counsel.
- (5) If CanadaBis provides a Superior Proposal Notice to SSC on a date that is less than ten (10) Business Days before the CanadaBis Meeting, CanadaBis shall upon request from SSC, acting reasonably, postpone the CanadaBis Meeting to a date that is not more than fifteen (15) Business Days after the scheduled date of the CanadaBis Meeting, but in any event the CanadaBis Meeting shall not be postponed to a date which would prevent the Closing Date from occurring on or prior to the Outside Date, unless consented to by SSC, acting reasonably.
- (6) Nothing contained in this Section 7.4 will limit in any way the obligation of CanadaBis to convene and hold the CanadaBis Meeting in accordance with Section 2.3 of this Agreement while this Agreement remains in force.
- (7) Nothing contained in this Article 7 shall prohibit the CanadaBis Board from:
 - (a) responding through a director's circular or otherwise as required by Applicable Law to an Acquisition Proposal that it determines is not a Superior Proposal, provided that CanadaBis shall provide SSC and its legal counsel with a reasonable opportunity to review the form and content of such circular or other disclosure; or
 - (b) calling or holding a meeting of CanadaBis Shareholders requisitions by CanadaBis Shareholders in accordance with Applicable Law or taking any other actions with respect to an Acquisition Proposal to the extent ordered or otherwise mandated by a court of competent jurisdiction in accordance with Applicable Law, provided that CanadaBis provides at least ten (10) Business Days' notice to SSC of the calling of such meeting of CanadaBis Shareholders.

7.5 Breach by Subsidiaries and Representatives

Without limiting the generality of the foregoing, CanadaBis shall advise its Subsidiaries and the Representatives of the prohibitions of this Article 7 and any violation of the restrictions set forth in this Article 7 by the Purchased Corporations or their Representatives is deemed to be a breach of this Article 7 by CanadaBis.

ARTICLE 8 CONDITIONS OF CLOSING

8.1 Mutual Conditions Precedent

Neither SSC nor CanadaBis shall be obligated to complete the Arrangement unless, at or before the Effective Time, each of the conditions listed below in this Section 8.1 has been satisfied, it being understood that the said conditions are included for the exclusive benefit of each of SSC and CanadaBis, any of which may be waived, in whole or in part, by either SSC and CanadaBis (with respect to such Party) in its sole discretion.

- (a) **Interim Order.** The Interim Order shall have been granted in form and substance satisfactory to each of SSC and CanadaBis, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to SSC and CanadaBis, each acting reasonably, on appeal or otherwise.
- (b) **Final Order.** The Final Order shall have been granted in form and substance satisfactory to SSC and CanadaBis, acting reasonably and such order shall not have been set aside or modified in a manner unacceptable to SSC and CanadaBis, acting reasonably, on appeal or otherwise.
- (c) **Articles of Arrangement.** The Articles of Arrangement to be filed by the Outside Date with the Registrar in accordance with the Arrangement shall be in form and substance satisfactory to each of SSC and CanadaBis, acting reasonably.
- (d) **Regulatory Consents and Exemptions.** There will have been obtained, from all relevant Authorized Authorities, such Authorizations as are required to be obtained by CanadaBis and SSC to consummate the Arrangement.
- (e) **No Action or Proceeding.** No *bona fide* legal or regulatory action or proceeding will be pending or threatened by any Person to enjoin, restrict or prohibit the Arrangement or any other of the transactions contemplated hereby, or the right of SSC or CanadaBis to conduct, expand, and develop their business.
- (f) **No Inquiry.** There being no inquiry or investigation (whether formal or informal) in relation to the Parties, their directors or officers or the proposed directors and officers of SSC, commenced or threatened by an officer or official of the TSXV or any securities commission, or similar regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a material adverse effect on SSC after giving effect to the Transaction.
- (g) **Distribution Exemptions.** The distribution of the SSC Shares pursuant to the Transaction shall be exempt from the prospectus and registration requirements of applicable Canadian Securities Laws either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of applicable exemptions under Canadian Securities Laws and shall not be subject to resale restrictions under applicable Canadian Securities Laws.
- (h) **No Prohibition.** There being no prohibition at law against completion of the Arrangement.

- (i) **TSXV Approval.** Each of CanadaBis and SSC shall have received conditional approval of the Transaction by the TSXV subject only to customary conditions of Closing. SSC shall have received conditional approval of the issuance, listing and posting for trading on the TSXV for the SSC Shares to be issued pursuant to this Arrangement.
- (j) **U.S. Securities Laws.** The issuance of 3(a)(10) Securities pursuant to the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption, and pursuant to similar exemptions under applicable state securities laws.

8.2 Conditions in Favour of SSC

SSC shall not be obligated to complete the Arrangement unless, at or before the Effective Time, each of the conditions listed below in this Section 8.2 has been satisfied, it being understood that the said conditions are included for the exclusive benefit of SSC and may be waived in writing, in whole or in part, by SSC in its sole discretion.

- (a) **Representations and Warranties.** The representations and warranties of CanadaBis contained in this Agreement will be true and correct in all material respects at the Effective Time, with the same force and effect as if such representations and warranties were made at and as of such date, except as specifically permitted or contemplated by this Agreement, and certificates of two senior officers of CanadaBis dated as of the Closing Date to that effect will have been delivered to SSC, such certificates to be in form and substance satisfactory to SSC, acting reasonably.
- (b) **Covenants.** All of the terms, covenants and conditions of this Agreement to be complied with or performed by CanadaBis at or before the Effective Time will have been complied with or performed in all material aspects and certificates of two senior officers of CanadaBis dated as of the Closing Date to that effect will have been delivered to SSC, such certificates to be in form and substance satisfactory to SSC, acting reasonably.
- (c) **Required Shareholder Approvals.** CanadaBis shall have obtained the approval of the CanadaBis Shareholders for the Arrangement in accordance with the Interim Order.
- (d) **Contractual Consents.** CanadaBis will have obtained the consents and approvals referred to in Section 3.25, as applicable, in each case in form and substance satisfactory to SSC, acting reasonably.
- (e) **No CanadaBis Material Adverse Change.** Between the date hereof and the Effective Time, there shall not have occurred any CanadaBis Material Adverse Change.
- (f) **Dissent Rights.** Dissent Rights will not have been exercised in respect of a total number of CanadaBis Shares equal to 5% of the CanadaBis Shares outstanding immediately prior to completion of the Arrangement.
- (g) **Depository Agreement.** CanadaBis and the Depositary shall have duly executed a copy of the Depository Agreement.

- (h) **Indebtedness.** The aggregate Indebtedness of CanadaBis will not be greater than \$24 million, and CanadaBis will have delivered to SSC an estimate of its Indebtedness along with sufficiently detailed support of such calculations no later than five (5) Business Days prior to the Closing Date.
- (i) **Transaction Costs.** The CanadaBis Transaction Costs shall not exceed the amount disclosed in writing to SSC, and CanadaBis will have delivered to SSC an estimate of the CanadaBis Transaction Costs along with sufficiently detailed support of such calculations no later than five (5) Business Days prior to the Closing Date.
- (j) **Working Capital.** The Working Capital shall be no less than \$0 and CanadaBis will have delivered to SSC an estimate of such Working Capital along with sufficiently detailed support of such calculations no later than five (5) Business Days prior to the Closing Date.
- (k) **General.** All instruments and corporate proceedings in connection with the transactions contemplated by this Agreement (including the Arrangement) shall be satisfactory in form and substance to SSC and its counsel, acting reasonably, and SSC shall have received copies of all documents, including, without limitation, all documentation required to be delivered to SSC at or before the Effective Time in accordance with this Agreement, records of corporate or other proceedings, and such other Closing documents which SSC may have reasonably requested in connection therewith.

If any of the conditions contained in this Section 8.2 have not been performed or fulfilled at or prior to the Effective Time to the satisfaction of SSC, acting reasonably, SSC may, by notice to CanadaBis, terminate this Agreement and the obligations of CanadaBis and SSC under this Agreement. Any such condition may be waived in whole or in part by SSC without prejudice to any claims it may have for breach of covenant, representation or warranty or otherwise.

8.3 Conditions in Favour of CanadaBis

CanadaBis shall not be obligated to complete the Arrangement unless, at or before the Effective Time, each of the conditions listed below in this Section 8.3 has been satisfied, it being understood that the said conditions are included for the exclusive benefit of CanadaBis and may be waived in writing, in whole or in part, by CanadaBis in its sole discretion.

- (a) **Representations and Warranties.** The representations and warranties of SSC contained in this Agreement will be true and correct in all material respects at the Effective Time, with the same force and effect as if such representations and warranties were made at and as of such date, except as specifically permitted or contemplated by this Agreement, and a certificate of two senior officers of SSC, dated as of the Closing Date to that effect will have been delivered to CanadaBis, such certificate to be in form and substance satisfactory to CanadaBis, acting reasonably.
- (b) **Covenants.** All of the terms, covenants and conditions of this Agreement to be complied with or performed by SSC at or before the Effective Time will have been complied with or performed in all material aspects and a certificate of two senior officers of SSC, dated as of the Closing Date to that effect will have been delivered to CanadaBis, such certificate to be in form and substance satisfactory to CanadaBis, acting reasonably.

- (c) **SSC Shares.** The exchange of Transferred CanadaBis Shares for SSC Shares and the certificates representing such securities will have been approved by all necessary corporate action to permit such securities to be issued as fully paid and non-assessable, free and clear of any and all Encumbrances, liens, charges and demands of whatsoever nature, and will be freely tradeable pursuant to Canadian Securities Laws except those imposed pursuant to the Escrow Agreement.
- (d) **No SSC Material Adverse Change.** Between the date hereof and the Effective Time, there shall not have occurred any SSC Material Adverse Change.
- (e) **Depository Agreement.** SSC and the Depository shall have duly executed a copy of the Depository Agreement.
- (f) **Appointments.** Travis McIntyre shall have been appointed as Chief Operating Officer of SSC and Shane Chana will be appointed to the SSC board of directors.
- (g) **General.** All instruments and corporate proceedings in connection with the transactions contemplated by this Agreement (including the Arrangement) shall be satisfactory in form and substance to CanadaBis and its counsel, acting reasonably, and CanadaBis shall have received copies of all documents, including, without limitation, all documentation required to be delivered to CanadaBis at or before the Effective Time in accordance with this Agreement, records of corporate or other proceedings, and such other Closing documents which CanadaBis may have reasonably requested in connection therewith.

If any of the conditions in this Section 8.3 have not been performed or fulfilled at or prior to the Effective Time to the satisfaction of CanadaBis, acting reasonably, CanadaBis may, by notice to SSC, terminate this Agreement and the obligations of CanadaBis and SSC under this Agreement. Any such condition may be waived in whole or in part by CanadaBis without prejudice to any claims it may have for breach of covenant, representation or warranty or otherwise.

8.4 Further Assurances

Each Party covenants and agrees that, from time to time prior to and subsequent to the Arrangement, it will execute and deliver all such documents, including all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as another Party, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

ARTICLE 9 CLOSING ARRANGEMENTS

9.1 Closing

Closing shall take place at 11:00 a.m. on the Closing Date, to be conducted electronically via the exchange of applicable documents, or at such other time on the Closing Date or such other place as may be agreed orally or in writing by SSC and CanadaBis and the Parties shall, immediately thereafter, jointly file with the Registrar, Articles of Arrangement and such other documents as may be required to complete the Arrangement.

9.2 Closing Deliveries of CanadaBis

At Closing, CanadaBis shall deliver or cause to be delivered to SSC the following documents, executed where required:

- (a) a certificate of status, good standing or like document for CanadaBis issued as of the Closing Date by the Registrar;
- (b) a certified copy of: (i) the Constatting Documents of CanadaBis; (ii) the resolutions of the directors of CanadaBis approving this Agreement and all related matters; and (iii) the resolutions of the shareholders of CanadaBis approving the Arrangement;
- (c) a certificate of incumbency of the directors and officers of CanadaBis;
- (d) the certificates referred to in Section 8.2(a) and 8.2(b);
- (e) evidence, in form and substance reasonably satisfactory to SSC, of the consents and approvals referred to in Section 3.25;
- (f) the Escrow Agreement, duly executed by each of the Supporting Security Holders;
- (g) option surrender agreements duly executed by the holders of CanadaBis Options disclosed to SSC pursuant to Section 2.5(c);
- (h) a new employment or consulting contract duly executed by each of Travis McIntyre and Kim McIntyre, in form and substance satisfactory to SSC, acting reasonably, replacing all previous employment agreements with respect to such persons;
- (i) non-compete and non-solicitation agreements with a three year term duly executed by each director and officer of the Purchased Corporations not executing an employment agreement in Section 9.2(h), in form and substance satisfactory to SSC, acting reasonably;
- (j) resignation and release duly executed by each director and officer of the Purchased Corporations, including in respect of all termination and severance obligations, in form and substance satisfactory to SSC, acting reasonably; and
- (k) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by SSC to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to SSC, acting reasonably.

9.3 Closing Deliveries of SSC

At Closing, SSC shall deliver or cause to be delivered to CanadaBis the following documents, executed where required:

- (a) a certificate of status, good standing or like document for SSC issued as of the Closing Date by the Registrar;

- (b) evidence that SSC is a reporting issuer not in default of Canadian Securities Laws from the applicable Authorized Authority in each of the provinces of British Columbia, Alberta, Saskatchewan and Ontario, dated as of the Closing Date;
- (c) a certified copy of: (i) the Constatting Documents of SSC; and (ii) the resolutions of the board of directors of SSC approving this Agreement and all related matters;
- (d) a certificate of incumbency of the directors and officers of SSC;
- (e) SSC shall have deposited or caused to be deposited in escrow with the Depositary the SSC Shares to be issued pursuant to the Arrangement and in accordance with this Agreement;
- (f) the certificates referred to in Section 8.3(a) and 8.3(b);
- (g) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by CanadaBis to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to CanadaBis, acting reasonably.

ARTICLE 10 TERMINATION

10.1 Termination

This Agreement may be terminated at any time before the Effective Time:

- (a) by the mutual agreement of SSC and CanadaBis;
- (b) by SSC upon written notice to CanadaBis (or vice versa) if CanadaBis (or SSC, as applicable) has committed an Agreement Default; provided that, if any such Agreement Default is curable, it has not been cured by the earlier of the Closing Date or within ten (10) Business Days after written notice of such Agreement Default has been received by the defaulting Party;
- (c) by SSC upon written notice to CanadaBis if any of the conditions set forth in Sections 8.1 or 8.2 have not been satisfied or waived by SSC at Closing;
- (d) by CanadaBis upon written notice to SSC if any of the conditions set forth in Section 8.1 or 8.3 have not been satisfied or waived by CanadaBis at Closing;
- (e) any applicable Authorized Authority, including the TSXV, having notified in writing either CanadaBis or SSC that it will not approve the transactions contemplated herein (or any related matter that is required to complete such transactions) or permit such transactions (or any related matter that is required to complete such transactions) to proceed;
- (f) by any Party upon written notice to the other Parties if the Closing Date has not occurred by the Outside Date;
- (g) by SSC upon the occurrence of a Damages Event as provided in Section 10.3; or

- (h) by CanadaBis upon the occurrence of a Damages Event as provided in Section 10.3 (in accordance with Section 7.3 and provided CanadaBis has complied with its obligations set forth in Article 7 and the payment by CanadaBis of the amount required by Section 10.3,

provided that, notwithstanding anything to the contrary express or implied herein, a Party shall not be allowed to exercise any right of termination pursuant to this Section 10.1 if the event giving rise to such right is due to an Agreement Default by such Party.

10.2 Effect of Termination

In the event of the termination of this Agreement as provided in Section 10.1, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of CanadaBis or SSC hereunder except as set forth in Section 12.15. Except as otherwise provided herein, nothing herein shall relieve any Party from liability for any breach of this Agreement.

10.3 SSC Damages

If at any time after the execution of this Agreement and prior to its termination (and provided that SSC has not committed an Agreement Default that has not been cured within ten (10) Business Days after written notice from CanadaBis of such Agreement Default):

- (a) the CanadaBis Board fails to recommend that holders of CanadaBis Shares vote in favour of the Arrangement or withdraws, redefines, modifies, amends, changes or qualifies, or proposes publicly to withdraw, redefine, modify, amend, change or qualify, in any manner adverse to SSC, any of the Board Recommendations (it being understood that the taking of a neutral position or no position with respect to an announced Acquisition Proposal beyond the earlier of a period of three Business Days following such announcement or the date which is the day prior to the date proxies in respect of the CanadaBis Meeting must be deposited shall be considered an adverse modification to such recommendation);
- (b) the CanadaBis Board shall have failed to publicly reaffirm any the Board Recommendations in accordance with Section 7.4(4) (or, in the event that the CanadaBis Meeting to approve the Arrangement is scheduled to occur within such three Business Day period, prior to the scheduled date of such meeting);
- (c) prior to the date of the CanadaBis Meeting, a bona fide Acquisition Proposal is publicly announced, proposed, offered or made to the CanadaBis Shareholders or to CanadaBis and the CanadaBis Shareholders do not approve the Arrangement or the Arrangement is not submitted for their approval, and such Acquisition Proposal, an amended version thereof or any other Acquisition Proposal relating to CanadaBis is consummated within twelve (12) months of the date the first Acquisition Proposal is publicly announced, proposed, offered or made;
- (d) the CanadaBis Board or any committees of the CanadaBis Board accepts, recommends, approves or enters, or proposes publicly to accept, recommend, approve or enter into, an agreement, understanding or binding letter of intent to implement a Superior Proposal;

- (e) CanadaBis breaches any of its representations, warranties, covenants or obligations contained in Article 7 in any material respect and this Agreement is terminated pursuant to Section 10.1(g); or
- (f) CanadaBis commits an Agreement Default and this Agreement is terminated pursuant to Section 10.1(b);

(each of the above being a "**Damages Event**"), then in the event of the termination of this Agreement pursuant to Article 10, CanadaBis shall pay to SSC (or to whom SSC may direct in writing) \$1.2 million (the "**Termination Fee**") as liquidated damages in immediately available funds to an account designated by SSC within one Business Day after the first to occur of the events described above. Following a Damages Event, but prior to payment of the Termination Fee, CanadaBis shall and shall be deemed to hold such payment in trust for SSC.

10.4 SSC Liquidated Damages

CanadaBis acknowledges that the Termination Fee set out in Section 10.3 is a payment of liquidated damages which are a genuine pre-estimate of the damages which SSC will suffer or incur as a result of the event giving rise to such damages and the resultant termination of this Agreement and is not a penalty. CanadaBis irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, in the event that the Termination Fee is paid in full to SSC (or as it directs) in the manner provided in Section 10.3, no other amounts will be due and payable as damages or otherwise by CanadaBis and SSC hereby accepts that such payment is the sole monetary remedy in connection with this Agreement (and the termination hereof), the transactions contemplated by this Agreement or any other matter forming the basis of such termination and is the maximum aggregate amount that CanadaBis shall be required to pay in lieu of any damages or any other payments or remedy that SSC may be entitled to in connection with this Agreement (and the termination hereof), the transactions contemplated by this Agreement or any other matter forming the basis of such termination; provided, however, that this limitation shall not apply in the event of fraud or wilful or intentional breach of this Agreement by CanadaBis. Nothing herein shall preclude SSC from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements of CanadaBis set forth in this Agreement or otherwise to obtain specific performance of any of such acts, covenants or agreements, without the necessity of posting bond or security in connection therewith. For the avoidance of doubt, while SSC may pursue both a grant of specific performance in accordance with this Section 10.4 and the payment under Section 10.3, under no circumstances shall the SSC be entitled to receive both a grant of specific performance, on the one hand, and payments (if entitled under Section 10.3), on the other hand.

ARTICLE 11 NOTICES

11.1 Delivery of Notices

Notwithstanding anything to the contrary contained herein, all notices or other deliveries required or permitted hereunder shall be in writing. Any notice or other delivery to be given hereunder shall be deemed to be properly provided if delivered in any of the following modes:

- (a) personally, by delivering the notice to the Party on which it is to be served at that Party's address for notices as set forth in Section 11.2. Personally delivered notices shall be deemed to be received by the addressee when actually delivered as aforesaid; provided that, such delivery shall be during normal business hours on any Business Day. If a notice is not delivered on a Business Day or is delivered after the addressee's normal business hours,

such notice shall be deemed to have been received by such Party at the commencement of the addressee's first Business Day next following the time of the delivery; or

- (b) by facsimile or email directed to the Party as set forth in Section 11.2. A notice so served shall be deemed to be received by the addressee when transmitted by the Party delivering the notice (provided such Party obtains confirmation from its facsimile of successful transmission, or in the case of email, confirmation from the receiving Party), if transmitted during the addressee's normal business hours on any Business Day, or at the commencement of the next ensuing Business Day following transmission if such notice is not transmitted on a Business Day or is transmitted after the Party's normal business hours.

11.2 Notices

The address, email address and facsimile number for delivery of notices, documents, cheques or other instruments hereunder of each of the Parties shall be as follows:

- (a) if to SSC at:

Simply Solventless Concentrates Ltd.
273209 Range Road 20
Rocky View County, Alberta T4B 4P2

Attention: Jeff Swainson, President and Chief Executive Officer
Email: **[Redacted - contact information]**
Facsimile:

with a copy to (which shall not constitute notice):

Stikeman Elliott LLP
4200, 888 – 3 Street SW
Calgary AB T2P 5C5

Attention: Gordon Cameron
Email:
Facsimile: **[Redacted - contact information]**

- (b) if to CanadaBis at:

CanadaBis Capital Inc.
255C Clearview Drive,
Red Deer County, AB T4E 3B6

Attention: Travis McIntyre, Chief Executive Officer
Email: **[Redacted - contact information]**

with a copy to (which shall not constitute notice):

Borden Ladner Gervais LLP
Centennial Place, East Tower

1900, 520 – 3rd Ave S.W.
Calgary, AB T2P 0R3

Attention: Nicole Bacsalmasi
Email: **[Redacted - contact information]**
Facsimile:

A Party may change its address and/or facsimile number and/or email for delivery by notice to the other Parties in the manner set forth herein, and such changed address for notices thereafter shall be effective for all purposes of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein. Each Party accedes and submits to the jurisdiction of the Courts of the Province of Alberta and all courts of appeal therefrom.

12.2 Counterparts

This Agreement and any document or instrument to be executed and delivered by the Parties hereunder or in connection herewith may be executed and delivered in separate counterparts and delivered by any Party to the other Parties by facsimile or electronic PDF, each of which when so executed and delivered shall be deemed an original and all such counterparts shall together constitute one and the same agreement.

12.3 Successors and Assigns

This Agreement will be binding upon and will enure to the benefit of the Parties and their respective successors and permitted assigns.

12.4 Public Communications

Each of SSC and CanadaBis agree to consult with each other prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the Transaction or making any filing with any Authorized Authority with respect thereto. Without limiting the generality of the foregoing, no Party shall issue any press release regarding the Transaction, this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the other Party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any such disclosure required in accordance with Applicable Laws. If such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

12.5 Supersedes Earlier Agreements

This Agreement, the SSC Disclosure Letter and the CanadaBis Disclosure Letter constitute the whole and entire agreement among the Parties in connection with the transactions contemplated herein and cancels and supersedes any prior agreements, undertakings, declarations, commitments, representations, written or oral, in respect thereof (including the letter of intent between SSC and

CanadaBis dated February 13, 2025), and there are no express or implied terms, conditions, agreements, undertakings, declarations, commitments, representations or warranties or other duties (legal, equitable, fiduciary, in tort or under general principles of civil law) whatsoever among the Parties not expressly provided for in this Agreement, the SSC Disclosure Letter or the CanadaBis Disclosure Letter.

12.6 Specific Performance

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed by the other Party in accordance with their specific terms or were otherwise breached; and it is accordingly agreed that each Party shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches or threatened breaches of the provisions of this Agreement or to otherwise obtain specific performance of any such provisions, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived.

12.7 Waiver

No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

12.8 Time of the Essence

Time shall be of the essence in this Agreement.

12.9 No Merger

The representations, warranties, Liabilities and indemnities created in this Agreement shall be deemed to apply to all assignments, conveyances, transfers and other documents contemplated by the Arrangement. There shall not be any merger of any of such representations, warranties, Liabilities or indemnities in such assignments, transfers or other documents.

12.10 Invalidity of Provisions

If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions shall not in any way be affected or impaired thereby.

12.11 Amendments to this Agreement

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

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by a CanadaBis Shareholder without approval by the affected securityholders given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

12.12 Amendment of Plan of Arrangement

- (a) The Parties may by mutual agreement amend the Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment must be: (i) set out in writing; (ii) filed with the Court and, if made following the CanadaBis Meeting, approved by the Court; and (iii) communicated to holders of CanadaBis Shares if and as required by the Court.
- (b) Other than as may be required under the Interim Order, any amendment to the Plan of Arrangement may be proposed by CanadaBis or SSC at any time prior to or at the CanadaBis Meeting (provided that the other Party shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the CanadaBis Meeting, shall become part of the Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to the Plan of Arrangement may be made by CanadaBis and SSC without the approval of or communication to the Court or the CanadaBis Shareholders, provided that such amendment, modification or supplement (a) must concern a matter which, in the reasonable opinion of CanadaBis and SSC, is of an administrative or ministerial nature required to better give effect to the implementation of the Plan of Arrangement; and (b) is not materially adverse to the financial or economic interests of any of the CanadaBis Shareholders.
- (d) Any amendment to the Plan of Arrangement that is approved by the Court following the CanadaBis Meeting shall be effective only if it is consented to by each of the Parties and is not adverse to the financial interests of any former holder of CanadaBis Shares.

12.13 Expenses

Except as specifically provided herein, each Party will bear the fees and disbursements of their respective lawyers, agents and personal advisors (including tax advisors, accountants and consultants) engaged in connection with the preparation of this Agreement and any and all agreements, instruments, documents or other writings to be executed and delivered pursuant hereto and all other costs and expenses incurred in connection herewith.

12.14 Further Assurances

Each Party will from time to time, on and after the date hereof, at the request and expense of the requesting Party, execute and deliver all such other additional instruments, notices, releases,

acquittances and other documents and shall do all such other acts and things as may be reasonably necessary to carry out the terms and conditions of this Agreement in accordance with their true intent.

12.15 Survival

Notwithstanding anything else contained herein, and without limiting any of the provisions hereof, the obligations of the Parties specified in Sections 6.1, 8.4, 10.2 and 12.13 shall survive Closing or any termination of this Agreement pursuant to Section 10.1 and continue to bind the Parties in accordance with their terms.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date hereof.

SIMPLY SOLVENTLESS CONCENTRATES LTD.

By: (signed) "Jeff Swainson"
Name: Jeff Swainson
Title: President and Chief Executive Officer

CANADABIS CAPITAL INC.

By: (signed) "Travis McIntyre"
Name: Travis McIntyre
Title: Chief Executive Officer

SCHEDULE "A"
ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE HOLDERS OF COMMON SHARES OF CANADABIS CAPITAL INC. (THE "**CORPORATION**") THAT:

- (a) The arrangement (the "**Arrangement**") under Section 193 of the Business Corporations Act (Alberta) (the "**ABCA**") of Corporation, as more particularly described and set forth in the management proxy circular of the Corporation (the "**Circular**") dated •, 2025 accompanying the notice of this meeting, and as the Arrangement may be amended, modified or supplemented in accordance with the arrangement agreement dated March 11, 2025, between Simply Solventless Concentrates Ltd. and the Corporation (as it may from time to time be amended, modified or supplemented, the "**Arrangement Agreement**"), is hereby authorized, approved and adopted.
- (b) The plan of arrangement of the Corporation (as it may be amended, modified or supplemented in accordance with its terms and the terms of the Arrangement Agreement, the "**Plan of Arrangement**"), the full text of which is set out in Schedule • to the Circular, is hereby authorized, approved and adopted.
- (c) The Arrangement Agreement and related transactions, the actions of the directors of the Corporation in approving the Arrangement Agreement, the actions of the directors and officers of the Corporation in executing and delivering the Arrangement Agreement and any amendments, modifications or supplements thereto, as well as the Corporation's application for an interim order from the Court of King's Bench of Alberta, are hereby ratified and approved.
- (d) The Corporation is hereby authorized to apply for a final order from the Court of King's Bench of Alberta to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.
- (e) Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of the Corporation or that the Arrangement has been approved by the Court of King's Bench of Alberta, the directors of the Corporation are hereby authorized and empowered to, without notice to or approval of the shareholders of the Corporation, (i) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted thereby and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and related transactions.
- (f) Any officer or director of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to execute and deliver for filing with the Registrar under the ABCA articles of arrangement and such other documents as may be necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.
- (g) Any officer or director of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

SCHEDULE "B"
PLAN OF ARRANGEMENT

Please see attached.

**PLAN OF ARRANGEMENT UNDER SECTION 193
OF THE
BUSINESS CORPORATIONS ACT (ALBERTA)**

**ARTICLE 1
INTERPRETATION**

1.1 Terms used herein that are defined in the Arrangement Agreement and not defined herein shall have the same meaning herein as in the Arrangement Agreement, unless the context otherwise requires. The following terms shall have the following meanings:

- (a) **"ABCA"** means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;
- (b) **"Applicable Law"** has the meaning ascribed thereto in the Arrangement Agreement;
- (c) **"Arrangement"**, **"herein"**, **"hereof"**, **"hereto"**, **"hereunder"** and similar expressions mean and refer to the arrangement under section 193 of the ABCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement and this Plan of Arrangement or made at the discretion of the Court in the Final Order with the prior written consent of CanadaBis and SSC, each acting reasonably;
- (d) **"Arrangement Agreement"** means the arrangement agreement dated March 11, 2025, between SSC and CanadaBis (including the schedules) as it may be amended, modified or supplemented from time to time in accordance with its terms;
- (e) **"Arrangement Resolution"** has the meaning ascribed thereto in the Arrangement Agreement;
- (f) **"Articles of Arrangement"** has the meaning ascribed thereto in the Arrangement Agreement;
- (g) **"Authorized Authority"** has the meaning ascribed thereto in the Arrangement Agreement;
- (h) **"Business Day"** means every day except Saturdays, Sundays or any statutory holiday under observed in the province of Alberta;
- (i) **"CanadaBis"** means CanadaBis Capital Inc., a corporation existing under the laws of the Province of Alberta;
- (j) **"CanadaBis Meeting"** means the special meeting of CanadaBis Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournment(s) thereof;
- (k) **"CanadaBis Options"** means the options in the capital of CanadaBis, each of which entitles the holder thereof to acquire one CanadaBis Share;
- (l) **"CanadaBis Shareholders"** means holders of CanadaBis Shares;

- (m) **"CanadaBis Shares"** means the common shares in the capital of CanadaBis, as they may be constituted from time to time;
- (n) **"Certificate"** means the certificate or certificates or other confirmation of filing to be issued by the Registrar pursuant to Section 193(11) of the ABCA giving effect to the Arrangement;
- (o) **"Consideration"** means a fraction of a SSC Share equal to the Exchange Ratio for each CanadaBis Share;
- (p) **"Court"** means the Court of King's Bench of Alberta;
- (q) **"Depository"** means Odyssey Trust Company or such other Person as agreed to by SSC and CanadaBis in writing;
- (r) **"Dissent Rights"** has the meaning ascribed thereto in the Arrangement Agreement;
- (s) **"Dissenting Shareholders"** has the meaning ascribed thereto in the Arrangement Agreement;
- (t) **"DRS Advice"** means a Direct Registry System Advice;
- (u) **"Effective Date"** means the date the Arrangement is effective under the ABCA;
- (v) **"Effective Time"** means the time at which the Articles of Arrangement are filed with the Registrar on the Effective Date and the Arrangement becomes effective;
- (w) **"Exchange Ratio"** means the quotient determined by dividing 22,500,000 by the aggregate number of CanadaBis Shares outstanding as of the Effective Time, which for greater certainty shall include any CanadaBis Shares issued upon exercise of CanadaBis Options and upon conversion of CanadaBis Convertible Debentures, if any, such quotient being the number of SSC Shares issuable in exchange for every one (1) CanadaBis Share pursuant to the Arrangement;
- (x) **"Final Order"** has the meaning ascribed thereto in the Arrangement Agreement;
- (y) **"Interim Order"** has the meaning ascribed thereto in the Arrangement Agreement;
- (z) **"Letter of Transmittal"** has the meaning ascribed thereto in the Arrangement Agreement;
- (aa) **"Non-Resident Shareholder"** has the meaning ascribed thereto in the Arrangement Agreement;
- (bb) **"Option Exercise or Surrender Agreement"** has the meaning ascribed thereto in the Arrangement Agreement;
- (cc) **"Persons"** includes any individual, firm, partnership, limited partnership, limited liability partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, indigenous group, estate group, body corporate, corporation, unincorporated association or organization, Authorized Authority, syndicate or other entity, whether or not having legal status;

- (dd) **"Registrar"** means the Registrar of Corporations or the Deputy Registrar of Corporations appointed pursuant to Section 263 of the ABCA;
 - (ee) **"SSC"** means Simply Solventless Concentrates Ltd., a corporation existing under the laws of the Province of Alberta;
 - (ff) **"SSC Incentive Plan"** means the equity incentive plan of SSC;
 - (gg) **"SSC Options"** means options in the capital of SSC, each of which entitles the holder thereof to acquire one SSC Share;
 - (hh) **"SSC Replacement Options"** means a SSC Option issued pursuant to the Plan of Arrangement in replacement of a CanadaBis Option;
 - (ii) **"SSC Shares"** means the common shares in the capital of SSC, as constituted from time to time; and
 - (jj) **"Tax Act"** means the *Income Tax Act* (Canada) and the regulations promulgated pursuant thereto, each as amended.
- 1.2 The division of this Plan of Arrangement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles, sections and subsections are to articles, sections and subsections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.
- 1.5 Unless otherwise specified, all references to "dollars" or "\$" shall mean Canadian dollars.
- 1.6 In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.7 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2 ARRANGEMENT AGREEMENT

- 2.1 This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.
- 2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issue of the Certificate, will become effective on, and be binding on and after, the Effective Time, without any further act or formality required on the part of any Person, on: (i) all registered and

beneficial CanadaBis Shareholders (including the Dissenting Shareholders); (ii) all registered and beneficial holders of CanadaBis Options; (iii) CanadaBis; (iv) SSC; (v) the Depositary; and (vi) all other Persons.

- 2.3 The Articles of Arrangement and the Certificate shall be filed and issued, respectively, with respect to the Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence set out therein. If no Certificate is required to be issued by the Registrar pursuant to subsection 193(11) of the ABCA, the Arrangement shall become effective at the Effective Time on the date the Articles of Arrangement are filed with the Registrar pursuant to subsection 193(4.1) of the ABCA.

ARTICLE 3 ARRANGEMENT

- 3.1 Commencing immediately before the Effective Time, the following events or transactions shall occur and shall be deemed to occur in the following sequence without any further act or formality:
- (a) at the Effective Time, each outstanding CanadaBis Share outstanding immediately prior to the Effective Time held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised, shall be deemed to have been transferred by the holders thereof to SSC free and clear of all liens, claims and encumbrances, and:
 - (i) such Dissenting Shareholders shall cease to be the holders of such CanadaBis Shares and shall cease to have any rights as holders of such CanadaBis Shares, other than the right to be paid fair value for such CanadaBis Shares as set out in Article 4 of this Plan of Arrangement;
 - (ii) such Dissenting Shareholders' names shall be deemed to be removed as the holders of such CanadaBis Shares from the registers of CanadaBis Shares maintained by or on behalf of CanadaBis;
 - (iii) such Dissenting Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such CanadaBis Share; and
 - (iv) SSC shall be deemed to be the transferee of such CanadaBis Shares and shall be entered in the registers of CanadaBis Shares maintained by or on behalf of CanadaBis;
 - (b) at the Effective Time, each CanadaBis Share outstanding immediately prior to the Effective Time (other than any CanadaBis Shares held by Dissenting Shareholders transferred to SSC pursuant to Section 3.1(a)) shall, as of the Effective Time, be transferred to SSC (free and clear of all liens, claims and encumbrances) in exchange for the Consideration, and:
 - (i) such CanadaBis Shareholders shall cease to be the holders of such CanadaBis Shares and shall cease to have any rights as holders of such CanadaBis Shares, other than the right to receive the consideration for such CanadaBis Shares in accordance with this Plan of Arrangement;

- (ii) such CanadaBis Shareholders' names shall be deemed to be removed as the holders of such CanadaBis Shares from the registers of CanadaBis Shares maintained by or on behalf of CanadaBis;
- (iii) such CanadaBis Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such CanadaBis Share;
- (iv) SSC shall be deemed to be the transferee of such CanadaBis Shares and shall be entered in the registers of CanadaBis Shares maintained by or on behalf of CanadaBis; and
- (v) such CanadaBis Shareholders' names shall be entered in the registers of SSC Shares maintained by or on behalf of SSC.

3.2 Each CanadaBis Option which is outstanding at the Effective Time and not conditionally surrendered prior to the Effective Date, whether or not vested, shall be, and shall be deemed to be exchanged for a SSC Replacement Option that is exercisable to acquire from SSC, the number of SSC Shares equal to (i) the Exchange Ratio multiplied by (ii) the number of CanadaBis Shares subject to such CanadaBis Option prior to the Effective Time, provided that no fractional SSC Shares will be issued upon any particular exercise or settlement of SSC Replacement Options, and the aggregate number of SSC Shares to be issued upon exercise by a holder of one or more SSC Replacement Options shall be rounded up to the nearest whole number (with all exercises that are effected concurrently by a holder of SSC Replacement Options being aggregated before any such reduction is effected). Such SSC Replacement Options shall have expiry terms and vesting provisions equivalent to those provided for in the CanadaBis Options for which they were exchanged, and shall provide for an exercise price per SSC Share equal to (x) the exercise price per CanadaBis Share purchasable pursuant to such CanadaBis Option immediately prior to the Effective Time, divided by (y) the Exchange Ratio, provided that the aggregate option price payable on any particular exercise of SSC Replacement Options shall be rounded up to the nearest whole cent (with all exercises that are effected concurrently by a holder of SSC Replacement Options being aggregated before any such reduction is effected). It is agreed that all other terms and conditions of an SSC Replacement Option, including accelerations and adjustments to the term, expiry, conditions to and manner of exercising, will be subject to and in accordance with the SSC Incentive Plan, as the same may be amended from time to time. All SSC Replacement Options shall be issued pursuant to and shall be governed by the terms of the SSC Incentive Plan.

3.3 No fractional securities of SSC will be issued pursuant to the Arrangement. In the event that a securityholder of CanadaBis would otherwise be entitled to a fractional security, the number of securities of SSC issued to such securityholder shall be rounded up to the next whole number of SSC Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next whole number of SSC Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all CanadaBis Shares registered in the name of or beneficially held by such CanadaBis Shareholder or his/her/its nominee shall be aggregated.

3.4 The Arrangement shall be structured such that, assuming the Arrangement Resolution is approved by the CanadaBis Shareholders at the CanadaBis Meeting and the Final Order is obtained, the issuance or deemed issuance, for purposes of the *United States Securities Act of 1933*, as amended, as applicable, of the SSC Shares to the CanadaBis Shareholders under the Arrangement will not require registration under the *United States Securities Act of 1933*,

as amended, in reliance on the exemption provided by Section 3(a)(10) thereof and similar exemptions under U.S. state securities laws.

- 3.5 A CanadaBis Shareholder (other than a Non-Resident Shareholder) who receives SSC Shares under the Arrangement shall be entitled to make a joint income tax election with SSC, pursuant to subsection 85(1) or 85(2) of the *Tax Act*, as applicable (and the analogous provisions of provincial tax laws). SSC shall make available on SSC's website tax election forms required under the *Tax Act* within 30 days of the Effective Date. Any CanadaBis Shareholder (other than a Non-Resident Shareholder) who wants to make such election and otherwise qualifies to make such election may do so by providing to SSC two signed copies of the necessary election forms within 30 days prior to the filing due date thereof, duly completed with the details of the number of CanadaBis Shares transferred and the applicable agreed amount or amounts for the purposes of such election. Thereafter, subject to the election forms complying with the provisions of the *Tax Act* (or applicable provincial or territorial income tax law), the forms will be signed by SSC and returned to such CanadaBis Shareholder by ordinary mail (or such other acceptable method) within 20 Business Days after the receipt from the applicable CanadaBis Shareholder. SSC will not be responsible for the proper completion of any election form and, except for SSC's obligation to return (within 20 Business Days after receipt thereof) duly completed election forms which are received by SSC at least 30 days prior to the filing due date, SSC will not be responsible for any taxes resulting from the failure by a former CanadaBis Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the *Tax Act* (and any applicable provincial tax laws).

ARTICLE 4 DISSENTING SHAREHOLDERS

- 4.1 Registered holders of CanadaBis Shares may exercise rights Dissent Rights in connection with the Arrangement; provided that, notwithstanding Section 191(5) of the ABCA, the written objection to the Arrangement referred to in Section 191(5) of the ABCA must be received by CanadaBis not later than 4:00 p.m. (Calgary time) on the date that is five (5) Business Days immediately preceding the date of the CanadaBis Meeting (as it may be adjourned or postponed from time to time). A Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a holder of CanadaBis Shares (other than as set forth herein) and shall only be entitled to be paid by SSC the fair value of the holder's CanadaBis Shares. Pursuant to Section 3.1(a), a Dissenting Shareholder who is entitled to be paid by SSC the fair value of the holder's CanadaBis Shares shall be deemed to have transferred the holder's CanadaBis Shares, free and clear of all liens, claims and encumbrances, to SSC for cancellation without any further act or formality as of the Effective Time, notwithstanding the provisions of Section 191 of the ABCA.
- 4.2 In no circumstances shall CanadaBis, SSC, the Depositary, the registrar and transfer agent in respect of the CanadaBis Shares or any other Person be required to recognize a Person as a Dissenting Shareholder unless such Person is the registered holder of those CanadaBis Shares in respect of which such rights are sought to be exercised.
- 4.3 A Dissenting Shareholder who for any reason is not entitled to be paid the fair value of the holder's CanadaBis Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of CanadaBis Shares notwithstanding the provisions of Section 191 of the ABCA.
- 4.4 The fair value of the CanadaBis Shares shall be determined as of the close of business on the last Business Day before the day on which the Arrangement Resolution is approved by CanadaBis Shareholders.

- 4.5 In no event shall CanadaBis, SSC, the Depositary, the registrar and transfer agent in respect of the CanadaBis Shares or any other Person be required to recognize such Dissenting Shareholder as a CanadaBis Shareholder after the Effective Time and the names of such holders shall be removed from the register of CanadaBis Shareholders as at the Effective Time.
- 4.6 For greater certainty, in addition to any other restrictions in Section 191 of the ABCA, any person who has voted in favour of the Arrangement Resolution shall not be entitled to dissent with respect to the Arrangement. In addition, a Dissenting Shareholder may only exercise Dissent Rights in respect of all, and not less than all, of its CanadaBis Shares. For greater certainty, holders of CanadaBis Options shall not be entitled to Dissent Rights in respect of the CanadaBis Options held by such holders.

ARTICLE 5

PAYMENT AND DELIVERY OF DRS ADVICE

- 5.1 Following receipt of the Final Order and prior to the Effective Time, SSC shall deposit or cause to be deposited with the Depositary, for the benefit of and to be held on behalf of CanadaBis Shareholders entitled to receive consideration under Section 3.1(b) certificates, or DRS Advice, representing the SSC Shares to be distributed to CanadaBis Shareholders, which certificates, or DRS Advice, as applicable, shall be held by the Depositary as agent and nominee for such CanadaBis Shareholders and for distribution in accordance with this Article 5.
- 5.2 Upon surrender to the Depositary for cancellation of a certificate or DRS Advice which immediately prior to the Effective Time represented outstanding CanadaBis Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, SSC shall cause the Depositary to, as soon as practicable, the DRS Advice representing, or other evidence of, the SSC Shares (less any amounts withheld pursuant to Section 5.6) that such CanadaBis Shareholder is entitled to receive under the Arrangement.
- 5.3 SSC's transfer agent shall register SSC Shares in the name of each former CanadaBis Shareholder entitled thereto or as otherwise instructed in the Letter of Transmittal deposited by such former CanadaBis Shareholder and shall deliver such shares in accordance with Section 5.2 and the terms and conditions of the Letter of Transmittal.
- 5.4 After the Effective Time and until surrendered for cancellation as contemplated by Section 5.2, each certificate or DRS Advice which immediately prior to the Effective Time represented outstanding CanadaBis Shares shall be deemed at all times to represent only the right to receive upon surrender, the consideration as contemplated in Section 5.2.
- 5.5 In the event any certificate which immediately prior to the Effective Time represented one or more outstanding CanadaBis Shares that were exchanged pursuant to Section 3.1(b), shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the SSC Shares, that such Person is entitled to receive pursuant to Section 3.1(b), net of amounts required to be withheld pursuant to this Article 5. When authorizing the delivery of such consideration in exchange for any lost, stolen or destroyed certificate, the Person to whom the consideration is being delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to SSC and the Depositary in such sum as SSC may direct or otherwise indemnify SSC and the Depositary in a manner satisfactory to SSC and the Depositary against any claim that may be made

against SSC or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

- 5.6 CanadaBis, SSC and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable under this Plan of Arrangement, such amounts as CanadaBis, SSC or the Depositary is permitted or required to deduct and withhold with respect to such payment under the Tax Act or any provision of Applicable Laws and shall remit such amounts to the appropriate Authorized Authority. To the extent that the amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes as having been paid to the affected holder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate Authorized Authority. To the extent that the amount so required to be deducted or withheld from any payment to a Person exceeds the consideration otherwise payable to the Person, CanadaBis, SSC and the Depositary are hereby authorized to sell or otherwise dispose of any property or amount otherwise payable to such Person to the extent necessary to provide sufficient funds to CanadaBis, SSC or the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement and CanadaBis, SSC or the Depositary shall remit to such Person any unapplied balance of the net proceeds of such sale.
- 5.7 For the purposes of this Article 5, any reference to “certificate” shall include evidence of registered ownership of the CanadaBis Shares or SSC Shares in an electronic book-entry system or direct registration system maintained by the registrar and transfer agent of the CanadaBis Shares or the SSC Shares, as the case may be, and the provisions of this Article 5 shall be read and construed (and where applicable, modified) to give effect to such interpretation.

ARTICLE 6 AMENDMENTS

- 6.1 CanadaBis and SSC may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by both parties, (iii) filed with the Court and, if made following the CanadaBis Meeting, approved by the Court, and (iv) communicated to CanadaBis Shareholders, if and as required by the Court, and in either case in the manner required by the Court.
- 6.2 Subject to the provisions of the Interim Order, any amendment, modification or supplement to this Plan of Arrangement may be proposed by CanadaBis or SSC at any time prior to CanadaBis Meeting (provided that the other party shall have consented thereto in writing) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the CanadaBis Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 6.3 Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the CanadaBis Meeting shall be effective only if: (a) it is consented to in writing by each of SSC and CanadaBis (in each case, acting reasonably), and (b) if required by the Court or Applicable Laws, it is consented to by the CanadaBis Shareholders, voting in the manner directed by the Court.
- 6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made by CanadaBis or SSC without the approval of or communication to the Court or CanadaBis Shareholders, provided that it concerns a matter which, in the reasonable opinion of CanadaBis and SSC, is of an administrative or ministerial nature required to better give effect

to the implementation of this Plan of Arrangement and is not materially adverse to the financial or economic interests of any CanadaBis Shareholder or any holder of CanadaBis Options.

ARTICLE 7 PARAMOUNTCY

7.1 From and after the Effective Time:

- (a) this Plan of Arrangement shall take precedence and priority over any and all CanadaBis Shares and CanadaBis Options issued and outstanding prior to the Effective Time;
- (b) the rights and obligations of the CanadaBis Shareholders, the holders of CanadaBis Options, CanadaBis, SSC, the Depositary and any registrar or transfer agent or other depositary therefor in relation thereto shall be solely as provided for in this Plan of Arrangement; and
- (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any CanadaBis Shares or CanadaBis Options shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 8 FURTHER ASSURANCES

- 8.1 Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of SSC and CanadaBis shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out herein.
- 8.2 Subject to the terms of the Arrangement Agreement, SSC and CanadaBis may agree not to implement this Plan of Arrangement, notwithstanding the approval of the Arrangement Resolution by the CanadaBis Shareholders at the CanadaBis Meeting and the receipt of the Final Order.