Court File No. 46196
Estate No. 51-3280551

IN THE MATTER OF an assignment in bankruptcy of Creso Canada Limited

AND IN THE MATTER OF the *Bankruptcy and Insolvency Act* R.S.C., 1985 c. C-3, as amended

PRELIMINARY REPORT OF GRANT THORNTON LIMITED
IN ITS CAPACITY AS LICENSED INSOLVENCY TRUSTEE
IN THE BANKRUPTCY PROCEEDINGS OF

Creso Canada Limited

October 2, 2025

Doane Grant Thornton

Grant Thornton Limited
Licensed Insolvency Trustee

1000-1675 Grafton Street
Halifax, NS B3J 0E9

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APPENDICES

Introduction and Background of CCAA Proceedings

1. Pursuant to an order issued on April 16, 2025 (“**Initial Order**”) by the Supreme Court of Nova Scotia in Bankruptcy and Insolvency (the “**Court**”), Mernova Medicinal Inc. (“**Mernova**”) and Creso Canada Limited (“**Creso**”) were granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. *C-36* (the “**CCAA**”). Grant Thornton Limited (“**GTL**”) was appointed as monitor (in such capacity, the “**Monitor**”) in the CCAA proceedings (“**CCAA Proceedings**”) pursuant to section 11.7 (1) of the CCAA. The Initial Order was amended by an Amended and Restated Initial Order (“**ARIO**”) issued on April 25, 2025.
2. The Monitor administered a sales and investment solicitation process (“**SISP**”) in the CCAA proceedings which resulted in a successful sale transaction of Mernova’s assets, business and undertakings (the “**Transaction**”) to 4737491 Nova Scotia Limited (the “**Purchaser**”). The Purchaser is an affiliate to Canada’s Island Garden Inc., the successful bidder within the SISP. The Transaction was approved by order of the Court (“**ARVO**”) on August 5, 2025, a copy of which is attached hereto as **Appendix “A”**.
3. Upon closing of the Transaction on August 18, 2025 and execution of the Monitor’s certificate (“**Monitor’s Certificate of Closing**”), Mernova ceased to be an applicant in the CCAA proceedings and all Excluded Assets and Excluded Liabilities, as defined within the ARVO, vested in Creso. A copy of the Monitor’s Certificate of Closing is attached hereto as **Appendix “B”**.
4. Following the closing of the Transaction, the Monitor made application to the Court and was granted an order (“**Discharge Order**”) for, amongst other things:
    a) Approving a distribution to Creso’s senior secured creditor, La Plata Capital LLC, subject to the Monitor’s proposed Distribution Holdback (defined below);
    b) Extending the Stay of Proceedings to the earlier of: (i) the assignment of Creso into bankruptcy, pursuant to the Monitor’s enhanced powers at paragraph 24 of the Approval and Reverse Vesting Order dated August 5, 2025, (ii) the termination of the CCAA proceedings upon the filing of the Monitor’s Termination Certificate, or (iii) such other date as this Court may order;

c) Terminating the Court ordered DIP Charge, Director and Officer's Charge, and KERP Charge;

d) Terminating these CCAA Proceedings and discharging the Monitor upon execution and filing of a Monitor's termination certificate ("**Termination Certificate**"), confirming that a final distribution of available funds has been completed and all remaining matters have been completed to terminate these CCAA Proceedings;

e) Terminating the Court ordered Administration Charge upon filing of the Termination Certificate;

f) Approving the Fourth Report, as well as the activities of the Monitor and its counsel as reported herein; and

g) Approving the fees and disbursements of the Monitor and its counsel from the commencement of these CCAA Proceedings through the date of this Fourth Report, as well as the estimated fees of the Monitor and its counsel to finalize these CCAA Proceedings.

5. A copy of the Discharge Order is attached hereto as **Appendix "C"**.

Bankruptcy Proceedings

6. Pursuant to paragraph 24(b) of the ARVO, On October 1, 2025 (the "**Date of Bankruptcy**") the Monitor filed an assignment in bankruptcy ("**Bankruptcy**") of Creso pursuant to s. 49(1) of the *Bankruptcy and Insolvency Act* R.S.C., 1985 c. C-3, as amended (the "**BIA**") with GTL being appointed as Licensed Insolvency Trustee (in such capacity as, the "**Trustee**"). A copy of the certificate of appointment as issued by the Office of the Superintendent of Bankruptcy (the "**OSB**") is attached hereto as **Appendix "D"**.

7. Upon the filing of the Bankruptcy, the Monitor issued the Termination Certificate pursuant to the Discharge Order, a copy of which is attached hereto as **Appendix "E"**. Pursuant to paragraph 6 of the Termination Order, the CCAA proceedings have now concluded.

8. Pursuant to OSB Directive No. 30, the Trustee has prepared this report (the "**Preliminary Report**") to provide information to stakeholders concerning Creso's bankruptcy proceedings. This Preliminary Report, filings and orders of the Court, reports of the Monitor and other

relevant information to stakeholders, have been made available to the Monitor's case management website ("**Case Website**"): www.DoaneGrantThornton.ca/Mernova.

9. The Trustee has called for a first meeting of creditors ("**FMOC**") to be held virtually on October 15, 2025 at 11:00am ADT. Notice of the FMOC will be provided to all known creditors in accordance with s. 102 of the BIA. Creditors are advised that in order to attend the FMOC, a valid proof of claim, along with supporting documentation, must be filed with the Trustee. Proof of claim forms, as well as requests for the Microsoft Teams meeting for the FMOC, can be provided by:

    a) **Email:** Faith Capone at Faith.Capone@Doane.gt.ca; or

    b) **Mail:** 1000-1675 Grafton Street, Halifax, NS B3J 0E9 Attn: Faith Capone

Background

10. The Trustee understands Creso was incorporated on December 14, 2017 and was the parent company to Mernova. A copy of Creso's information as listed on a search of Corporations Canada is attached hereto as **Appendix "F"**.

11. The ARVO approving the Transaction had the effect of vesting all of Mernova's liabilities into Creso. The Trustee confirms that, as a result of insufficient proceeds being available from the Transaction to repay the secured debt of La Plata Capital LLC ("**La Plata**"), no assets remain within Creso for these bankruptcy proceedings following the issuance of the Discharge Order.

12. Upon the issuance of the Monitor's Certificate of Closing, the director of Creso, Micheline MacKay, resigned. There are no active directors of Creso.

No Remaining Assets

13. As noted above, Creso has no remaining assets following the issuance of the Discharge Order. In the event that assets of Creso were subsequently discovered, such assets are fully encumbered by the registered and first-ranking security of La Plata whose outstanding secured debt is approximately $4.2M.

14. The Monitor retained $75,808 of funds to cover the fees of the Monitor, Monitor's counsel and the Trustee ("**Distribution Holdback**") from the distribution to La Plata approved by the Discharge Order. Pursuant to paragraph 4 of the Discharge Order, the Distribution Holdback,

any accumulated interest thereon and any tax refunds received by the Trustee are to be held in trust as a third-party deposit pursuant to Directive No. 16 of the OSB, none of which is to constitute an asset of Creso.

15. Based on the foregoing, Creso has no assets available for creditors in these Bankruptcy proceedings.

Creditors

16. The creditors known to the Trustee and described on the statement of affairs dated October 1, 2025, is attached hereto as **Appendix "G"**. The collective group of creditors outlined at Appendix "G" are hereby referred to as the **Creditors**.

17. As the Company has no assets, no distributions or recovery will be available to the Creditors.

Books and Records

18. The Trustee understands that Creso was a holding company, functioning only as a parent company to Mernova as part of its previous corporate structure. The Monitor confirmed with Mernova that no recent accounting activity occurred, and all available books and records have been provided to GTL as Trustee

Tax Returns and Taxes Owing

19. The Trustee does have a copy of Creso's 2022 T2 return, being the most recent tax return filed with the Canada Revenue Agency ("**CRA**"). The Trustee will be filing the outstanding T2's up to the Date of Bankruptcy.

20. The Trustee is unaware whether any GST/HST returns are outstanding for Creso, however the Trustee will be opening an RT0002 sub-account to capture input tax credits on professional fees and expenditures incurred by the Trustee in connection with its administration. As noted above, any tax refunds received are to be added to the Distribution Holdback, a third party deposit per the Discharge Order, the balance of which is to be returned to La Plata upon the Trustee's discharge.

Conservatory and Protective Measures

21. As Creso has no assets, the Trustee has not taken possession of any assets to take conservatory measures of.

22. Pursuant to s. 18 of the BIA:

    a) the Trustee is of the view that no assets are at risk of perishing or likely to depreciate rapidly in value ahead of the FMOC; and

    b) the Trustee will not be carrying on the business of Creso.

Notice to Creditors

23. Pursuant to s.102 of the BIA, the Trustee will be providing notice to the Creditors of these Bankruptcy proceedings and the FMOC in the prescribed form by way of email, fax and/or ordinary mail on October 3, 2025 with the following documents:

    a) Form 21 – Assignment for the General Benefit of Creditors;

    b) Certificate of Appointment as issued by the OSB

    c) Form 68 – Notice of Bankruptcy, First Meeting of Creditors;

    d) Form 78 – Statement of Affairs;

    e) Form 31/36 – Proof of Claim/Proxy; and

    f) This Preliminary Report.

24. The Trustee will make available an Affidavit of Service of the above noted documents to the Creditors on its Case Website, as well as this Preliminary Report.

25. The Trustee will also run an advertisement of the FMOC pursuant to s. 102(4) of the BIA and OSB Directive No. 23, in allNovaScotia. A copy of the ad to be run is attached hereto as **Appendix “H”**.

Employees

26. The Trustee understands that Creso had no employees prior to the commencement of these Bankruptcy proceedings. Any and all claims from employees, including any claim from Service Canada resulting from the Monitor's administration of the Wage Earner Protection Program, will have vested from Mernova to Creso pursuant to the ARVO.

Legal Proceedings

27. The Trustee is unaware of any ongoing legal proceedings of Creso.

Reviewable Transactions and Preference Payments

28. As the Purchaser of the Transaction was an arms-length party and approved by the Court, the Transaction does not constitute a reviewable transaction pursuant to s. 95 or 96 of the BIA.

29. The Trustee is unaware of any other transaction made by Creso, to which:

    a) a preference, as defined in s. 95 of the BIA, has occurred;

    b) a transfer under value, as defined in s. 96 of the BIA, has occurred; or

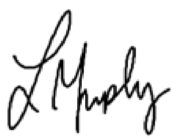
    c) a dividend, redemption of shares or compensation, as defined in s. 101 of the BIA, has occurred.

Trustee Fees – Distribution Holdback

30. As there are no assets of Creso, the fees of the Trustee for administering these Bankruptcy proceedings will be paid through the Distribution Holdback pursuant to the Discharge Order.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 3rd day of October, 2025.

GRANT THORNTON LIMITED,
SOLELY IN ITS CAPACITY AS LICENSED INSOLVENCY TRUSTEE OF
CRESO CANADA LIMITED
AND NOT IN ITS CORPORATE OR PERSONAL CAPACITY



Per: ______________________________
Liam Murphy, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix A

Approval and Reverse Vesting Order dated August 5, 2025

SUPREME COURT OF NOVA SCOTIA
AUG 0 5 2025
HALIFAX, N.S.

2025 **Hfx No. 542329**

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended

AND IN THE MATTER OF an application by Mernova Medicinal Inc. and Creso Canada Limited (collectively, the "**Applicants**") for relief under section 11 of the CCAA and other relief

APPROVAL AND REVERSE VESTING ORDER

SUPREME COURT NOVA SCOTIA FORIS ARMA DOMI CONSILIUM

Sgd. JPB, J.

Before the Honourable Justice Bodurtha in chambers:

WHEREAS Creso Canada Limited ("**Creso**" or "**ResidualCo**") and Mernova Medicinal Inc. ("**Mernova**" and, together with Creso, the "**Applicants** or the "**Companies**") applied for relief under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 as amended (the "**CCAA**") including an Initial Order, which was granted by Justice Bodurtha on April 16, 2025, amended and restated by an Amended and Restated Initial Order granted April 25, 2025, (the "**ARIO**"), which, among other things, appointed Grant Thornton Limited as CCAA Monitor ("**Grant Thornton**" or, the "**Monitor**");

AND WHEREAS pursuant to a Sales and Investment Solicitation Approval Order dated April 25, 2025, the Court approved a sales process (the "**SISP**") for the sale of the assets and business of Mernova;

AND WHEREAS the SISP has resulted in a share purchase agreement made as of July 29, 2025 (the "**SPA**"), between the Companies and Canada's Island Garden Inc. (the "**Purchaser**" or "**CIG**") for the purchase and sale of the Target Shares (as defined in the SPA);

AND WHEREAS unless otherwise noted, the defined terms herein shall be interpreted in accordance with the SPA and the Fourth Affidavit (as defined below);

AND UPON the motion of the Applicants for an Order (among other things):

(i) approving the SPA;

(ii) transferring and vesting all of Mernova's right, title and interest in and to the Excluded Liabilities, Excluded Assets, and Excluded Contracts to and in ResidualCo;

(iii) vesting all of Creso's right, title and interest in and to the Target Shares in the Purchaser (collectively, the "**Transaction**");

(iv) approving the release of certain of the Companies' directors and officers; and

(v) approving the activities of the Monitor, as set out in the Third Report of the Monitor filed with the Court in advance of this Motion (the "**Third Report**");

AND UPON reading the Third Report, the Fourth Affidavit of Micheline MacKay, an unsworn copy to be filed with a sworn copy to follow (the "**Fourth Affidavit**"), and the other materials filed herein;

AND UPON HEARING from counsel for the Applicants and such other counsel who were present and wished to be heard;

The following parties received notice of this Application: see attached **Schedule "B"**.

The following parties, represented by the following counsel, made submissions:

<u>**Party**</u>	<u>**Counsel**</u>
Creso Canada Limited 1300 - 1969 Upper Water Street Purdy's Wharf Tower II Halifax, NS B3J 3R7	**MLT Aikins LLP** 2100 Livingston Place 222 3rd Ave SW Calgary, AB T2P 0B4
Mernova Medicinal Inc. 50 Ivey Lane Windsor, NS B0N 2T0	**Ryan Zahara** Tel: 403-693-5420 Email: rzahara@mltaikins.com

Micheline MacKay
Email: micheline.mackay@mernova.com

Chris Nyberg
Tel: 403-693-2636
Email: cnyberg@mltaikins.com

- and -

Cox & Palmer
Suite 1500 – 1625 Grafton Street
Halifax, NS B3J 0E8

Gavin MacDonald
Tel: 902-491-4464
Email:
gmacdonald@coxandpalmer.com

Meaghan Kells
Tel: 902-491-6829
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Monitor, **Grant Thornton Limited**

1675 Grafton St Suite 1000
Halifax, NS B3J 0E9

Liam Murphy
Tel: 782-409-1667
Email: Liam.Murphy@doane.gt.ca

Stewart McKelvey
600-1741 Lower Water Street
Halifax, NS B3J 0J2

David Wedlake
Tel: 902-444-1705
Email:
dwedlake@stewartmckelvey.com

Sara Scott
Tel: 902-420-3363
Email: sscott@stewartmckelvey.com

On motion of the Applicants, the following is ordered and declared:

SERVICE

1. The service of the notice of motion, and the supporting documents, as set out in the affidavit of service is hereby deemed adequate notice so that the motion is properly returnable today and further service thereof is hereby dispensed with.

DEFINED TERMS

2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SPA and the Fourth Affidavit.

APPROVAL AND VESTING

3. The SPA and the Transaction be and are hereby approved and the execution of the SPA by the Companies and Purchaser is hereby authorized and approved, with such minor amendments as the parties may deem necessary, with the approval of the Monitor. The Companies and Purchaser are hereby authorized and directed to perform their respective obligations under the SPA and to take such additional steps and execute such additional documents as may be necessary or desirable to effect the Transaction.

4. This Order shall constitute the only authorization required by the Monitor, the Companies, and the Purchaser to proceed with the Transaction and no shareholder, director or other approval or notice shall be required in connection therewith, including, without limitation, as necessary to approve or file any articles of amendment or similar documents in respect of Mernova.

5. Upon the delivery of a copy of the Monitor's certificate (the "**Monitor's Certificate**") to the Companies and Purchaser in accordance with the SPA (the time of such delivery being referred to herein as the "**Closing Time**"), substantially in the form attached as **Schedule "A"** hereto, the following shall occur and shall be deemed to have occurred at the Closing Time in the following sequence:

(a) first, except as explicitly set out in the SPA and the Implementation Steps, all of the right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, and all Claims and Encumbrances (each as defined in the SPA) shall continue to attach to the Excluded Assets in accordance with paragraph 6 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;

(b) second, all Excluded Liabilities shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo such that the Excluded Liabilities shall become obligations of ResidualCo and shall no longer be obligations of Mernova, and all Retained Assets shall be and are hereby forever released and discharged from such Excluded Liabilities and all Claims and Encumbrances affecting or relating to the Retained Assets are to be expunged and discharged as against the Retained Assets other than the Permitted Encumbrances;

(c) third, Creso shall sell, assign and transfer the Target Shares to the Purchaser free and clear of all Encumbrances, except Permitted Encumbrances, in exchange for the payment of the Purchase Price. For certainty, all of the right, title and interest in and to the Target Shares shall vest absolutely in the Purchaser, free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or not yet due, in law or equity and whether based in statue or otherwise, including any and all encumbrances, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the ARIO or any other Order of the court in the CCAA

Proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Nova Scotia) or any other personal property registry systems in any other jurisdictions (all of which collectively referred to as "**Encumbrances**", which term shall not include Permitted Encumbrances)

(d) fourth, all securities in the capital of Mernova, other than the Target Shares, shall be cancelled without consideration.

(e) fifth, the Purchase Price shall be released to the Monitor and the Purchase Price shall be satisfied in accordance with the terms of the SPA and shall be held by the Monitor for the benefit of the stakeholders of Mernova until further Order of this Court;

(f) sixth, Mernova shall cease to be an Applicant in these CCAA Proceedings, and shall be deemed to be released from the purview of the Order of the Court granted in respect of these CCAA Proceedings, save and except for this Order, the provisions of which (as they relate to Mernova) shall continue to apply in all respects; and

(g) finally, following the completion of the steps above, the Purchaser shall be the sole legal and beneficial shareholder of Mernova.

6. For purposes of determining the nature and priority of claims against ResidualCo, the Purchase Price shall stand in the place and stead of the Target Shares and the Retained Assets, and from and after the Closing Time, all Liabilities and Encumbrances, including for greater certainty any amounts necessary to satisfy the amounts outstanding under the Administration Charge, with the exception of the Retained Liabilities and Permitted Encumbrances which shall, following the granting of this Order, continue to attach to Mernova or the Retained Assets, as

applicable, shall attach to the Purchase Price and the Excluded Assets with the same priority as they had with respect to the Target Shares and Retained Assets immediately prior to the Closing.

7. The Monitor shall file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transaction, but, for greater certainty, any delay in the filing of the Monitor's Certificate shall not delay the Closing.

8. The Monitor may rely on written notice from the Companies and the Purchaser regarding the fulfilment of conditions to closing under the SPA and shall have no liability with respect to delivery of the Monitor's Certificate.

9. Pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), as amended, the Companies or the Monitor, as the case may be, are authorized, permitted and directed to, prior to the Closing Time, disclose to the Purchaser all human resources and payroll information in the records of Mernova pertaining to past and current employees of Mernova. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by Mernova.

10. At the Closing Time and without limiting the provisions of paragraph 5 hereof, the Purchase Price paid by the Purchaser is made at fair market value and the Purchaser is an arm's length party with the Applicants. For greater certainty, nothing in this paragraph shall release or discharge any Claims against ResidualCo with respect to Taxes that are transferred to ResidualCo.

11. Except to the extent expressly contemplated by the SPA, all Retained Contracts, will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no

individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

(a) any event that occurred at or prior to the Closing Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of any Applicant);

(b) the insolvency of Creso or Mernova or the fact that Creso and Mernova commenced proceedings pursuant to the CCAA;

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the SPA, the Transaction or the provisions of this Order, or any other Order of the Court in these CCAA Proceedings; or

(d) any transfer or assignment, or any change of control of Mernova arising from the implementation of the SPA, the Transaction or the provisions of this Order.

12. From and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of Mernova then existing or previously committed by Mernova, or caused by Mernova, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract existing between such Person and Mernova arising directly or indirectly from the commencing by Mernova of these CCAA Proceedings and the implementation of the Transaction,

including without limitation any of the matters or events listed in paragraph **Error! Reference source not found.** hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse Mernova from performing its obligations under the SPA or be a waiver of defaults by Mernova under the SPA or related documents.

13. For greater certainty, that (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of Mernova or the Purchaser in respect of any Retained Liabilities, (b) the designation of any Claim as a Retained Liability is without prejudice to any of Mernova's or the Purchaser's right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the SPA shall effect or waive Mernova or the Purchaser's rights and defenses both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liabilities.

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

15. From and after the Closing Time:

(a) except as contemplated by the SPA, the nature of the Retained Liabilities retained by Mernova, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transaction or this Order;

(b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo;

(c) any Person that prior to the Closing Time had a valid right or claim against Mernova under or in respect of any Excluded Contract or Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have such right or claim against Mernova but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Contract or Excluded Liability from and after the Closing Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo; and

(d) the Excluded Liability Claim of any Person against ResidualCo following the Closing Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against Mernova prior to the Closing Time.

16. Notwithstanding:

(a) the pendency of these CCAA proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (as amended, the "**BIA**"), in respect of ResidualCo and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of ResidualCo,

the SPA and the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo and the sale, transfer and vesting of the Target Shares in and to the Purchaser) and any payments by or to the Purchaser, Mernova or the Monitor authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of ResidualCo and shall not be void or voidable by creditors of Mernova or ResidualCo, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. The amounts necessary to satisfy the Administration Charge, the Interim Lending Charge, the D&O Charge and the KERP Charge and any amounts owing thereunder, shall be paid by the Monitor from the Purchase Price from and after the Closing Date.

MONITOR

18. The Monitor's activities, actions, and conduct, as set out in the Third Report, are hereby ratified and approved.

19. Nothing in this Order, including the release of Mernova from the purview of these CCAA Proceedings pursuant to paragraph 5(f) hereof, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings and Grant Thornton shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, any other Orders in these CCAA Proceedings or otherwise, including all approval, protections and stays of

proceedings in favour of Grant Thornton in its capacity as Monitor, all of which are expressly continued and confirmed.

20. No action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following an application brought on not less than ten (10) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

21. The Monitor shall not, as a result of this Order or any matter contemplated hereby: (a) be deemed to have taken part in the management or supervision of the management of Mernova or Creso or to have taken or maintained possession or control of the business or property of Mernova or Creso, or any part thereof; or (b) be deemed to be in possession of any property of Mernova or Creso within the meaning of any applicable Environmental Legislation and/or Cannabis Legislation or otherwise.

22. Notwithstanding anything contained in this Order, the Monitor, its employees and representatives are not and shall not be or be deemed to be a director, officer or employee of Mernova or Creso, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than liability arising as a direct result of the gross negligence or willful misconduct of the Monitor.

23. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of Mernova or Creso.

MONITOR'S ENHANCED POWERS

24. In addition to the powers and duties of the Monitor set out in the prior orders of this Court and the CCAA, and without altering in any way the limitations and obligations of Creso as a result of these proceedings, the Monitor be and is hereby authorized and empowered, but not required to:

(a) execute documents for and on behalf of ResidualCo;

(b) assign ResidualCo, or cause ResidualCo to be assigned, into bankruptcy, and the Monitor shall be entitled but not obligated to act as trustee in bankruptcy thereof; and

(c) apply to this Court for advice and directions or any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter.

RELEASES

25. At the Closing Time: (a) the sole director and officer of Mernova, being Micheline MacKay; (b) Mernova's legal counsel and advisors; (c) the Monitor and its legal counsel; and (d) the sole director and officer of ResidualCo, being Micheline MacKay (collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole

or in part of any act or omission, transaction, dealing or other occurrence existing or taking place prior to the Closing Time or arising in connection with or relating in any manner whatsoever to the SPA, the Transaction, or the conduct of these CCAA Proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; *provided that* nothing in this paragraph shall waive, discharge, release, cancel or bar any claim that is (i) not permitted to be released pursuant to Section 5.1(2) of the CCAA; or (ii) any of the Released Parties from the performance of their obligations pursuant to the Transaction.

26. Effective upon the filing of the Monitor's Closing Certificate, the director and officers of Mernova and ResidualCo (collectively, the "**Released D&Os**" and each a "**Released D&O**") shall be and are hereby forever irrevocably released and discharged from any and all claims, including but not limited to, claims for unpaid excise taxes or any harmonized sales tax, that any Person may have or be entitled to assert against the Released D&Os now or hereafter, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or not yet due, in law or equity and whether based on statute or otherwise, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to commencement of these CCAA Proceedings in respect of Mernova, the business, operations, assets, property, and affairs of Mernova and Mernova and/or these CCAA Proceedings (collectively, the "**D&O Released Claims**"), and any such D&O Released Claims are hereby irrevocably and permanently released, discharged, stayed, extinguished, and forever barred, and the Released D&Os shall have no liability in respect thereof; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim or liability (a) arising out of any gross negligence or willful misconduct on the part of the applicable Released D&O; and (b) that is not permitted to be released pursuant to section 5.1(2)

of the CCAA; For greater certainty, "current" in this paragraph refers to individuals who remain in their respective role(s) up to one day prior to closing of the Transaction.

27. Effective upon the filing of the Monitor's Closing Certificate, the Interim Lender, the Purchaser, and the current directors, officers, employees, consultants, legal counsel and advisors of the foregoing (collectively, the "**Other Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Closing Certificate, undertaken or completed in connection with or pursuant to the terms of this Order and that relate in any manner whatsoever to the DIP Term Sheet (dated April 21, 2025, between the Interim Lender, as lender, and Mernova and Creso as borrowers, as amended on July 7, 2025), the consummation of the Transaction, and/or any closing document, agreement, document, instrument, matter or transaction involving Mernova arising in connection with or pursuant to any of the foregoing (collectively, the "**Other Released Claims**"), which Other Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Other Released Parties.

CANADA REVENUE AGENCY SET-OFF

28. The Canada Revenue Agency's right of set off is preserved to the extent that: (i) any amounts that are, or become, due to Mernova or Creso with respect to obligations arising prior to

the CCAA filing date of April 16, 2025 may be set-off against any amounts due to Mernova or Creso that existed prior to the CCAA filing date of April 16, 2025; or (ii) any amounts that are, or become, due to Mernova or Creso with respect to obligations arising after the CCAA filing date of April 16, 2025 are applied against any amounts that are, or become due, from Mernova or Creso with respect to obligations arising after the CCAA filing date of April 16, 2025.

GENERAL

29. Following the Closing Time, the Purchaser and its representatives shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against Mernova, the Target Shares and the Retained Assets.

30. Following the Closing Time, the title of these CCAA Proceedings shall be changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CRESO CANADA LIMITED

31. This Order shall have full force and effect in all provinces and territories in Canada.

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

33. Each of Mernova and the Companies be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

35. This Order and all of its provisions are effective as of 12:01 a.m. (Atlantic Standard Time) on the 5th day of August, 2025.

Issued August 5, 2025

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.
I hereby certify that the foregoing document, identified by the seal of the court, is a true copy of the original document on the file herein.

AUG 05 2025

Trace Elizabeth
Deputy Prothonotary

Trace Elizabeth
~~Prothonotary~~

TRACE ELIZABETH
Deputy Prothonotary

Appendix B

Monitor’s Certificate of Closing of the Transaction dated August 18, 2025

2025 **Hfx No. 542329**

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended

AND IN THE MATTER OF an application by Mernova Medicinal Inc. and Creso Canada Limited (collectively, the "**Applicants**") for relief under section 11 of the CCAA and other relief

Monitor's Certificate

WHEREAS Creso Canada Limited ("**Creso**" or "**ResidualCo**") and Mernova Medicinal Inc. ("**Mernova**" and, together with Creso, the "**Applicants** or the "**Companies**") applied for relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the "**CCAA**") including an Initial Order, which was granted by Justice Bodurtha on April 16, 2025, amended and restated by an Amended and Restated Initial Order granted April 25, 2025, (the "**ARIO**"), which, among other things, appointed Grant Thornton Limited as CCAA Monitor (the "**Monitor**");

AND WHEREAS pursuant to a Sales and Investment Solicitation Approval Order dated April 25, 2025, the Court approved a sales process (the "**SISP**") for the sale of the assets and business of Mernova;

AND WHEREAS the SISP has resulted in a share purchase agreement made as of July 29, 2025 (the "**SPA**"), between the Companies and Canada's Island Garden Inc. ("**CIG**") (the "**Purchaser**") for the purchase and sale of the Target Shares (as defined in the SPA);

AND WHEREAS pursuant to an Order of this Court issued on August 5, 2025 (the "**RVO**"), the Court approved the SPA and sale of the Target Shares to CIG and ordered, among other things, that (i) all of Mernova's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, (ii) all of the Excluded Contracts and Excluded Liabilities shall be transferred to and assumed by and vest in ResidualCo; (iii) all of the right, title and interest in and to the Target Shares shall vest absolutely and exclusively in CIG, free and clear of all Encumbrances (except Permitted Encumbrances), which vesting is, in each case, to be effective upon the delivery by the Monitor to the Companies and the Purchaser of a certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from Creso and CIG that all conditions to closing have been satisfied or waived by the parties to the SPA;

AND WEHEREAS CIG assigned all of the its right, title and interest in and to the SPA to 4737491 Nova Scotia Limited (the "**Purchaser**");

AND WHEREAS capitalized terms not defined herein shall have the meaning given to them in the RVO;

NOW THEREFORE THE MONITOR HEREBY CERTIFIES AS FOLLOWS:

1. The Purchaser has paid and the Monitor has received the purchase price for the Target Shares in accordance with the SPA.

2. The Monitor has received written confirmation from Creso and the Purchaser, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the SPA.

3. The Transaction has been completed to the satisfaction of the Monitor

4. This Certificate was delivered by the Monitor at 1:00 p.m. on August 18, 2025

[SIGNATURE PAGE FOLLOWS]

SIGNED as of the date first written above.

GRANT THORNTON LIMITED, solely in its capacity as monitor of Mernova Medicinal Inc. and Creso Canada Limited, and not in its corporate or personal capacity

Per: ______________________________

Name: Liam Murphy
Title: Senior Vice President

Appendix C

Distribution, Discharge and Termination Order dated September 23, 2025

SUPREME COURT OF NOVA SCOTIA

SEP 2 3 2025

HALIFAX, N.S.

2025 Hfx No. 542329

SUPREME COURT OF NOVA SCOTIA

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CRESO CANADA LIMITED

DISTRIBUTION, DISCHARGE AND TERMINATION ORDER

SUPREME COURT OF NOVA SCOTIA · FORIS ARMA DOMI CONSILIUM

Sgd. JPB, J.

BEFORE THE HONOURABLE JUSTICE JOHN BODURTHA IN CHAMBERS:

WHEREAS Grant Thornton Limited ("**GTL**") was appointed to monitor the assets, business and affairs (in such capacity, the "**Monitor**") of Mernova Medicinal Inc. ("**Mernova**") and Creso Canada Limited ("**Creso**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 (the "**CCAA**") by Order dated April 16, 2025 (the "**Initial Order**"), and the Amended and Restated Initial Order issued on April 25, 2025 (the "**ARIO**");

AND WHEREAS the Monitor has filed a motion seeking an Order: (i) abridging the timelines for filing and service under the Nova Scotia Civil Procedure Rules; (ii) approving the distribution of funds in the manner set out in the Monitor's Fourth Report dated September 16, 2025 (the "**Fourth Report**"); (iii) extending the stay of proceedings until the earlier of the date on which Creso is assigned into bankruptcy by the Monitor, or the termination of the CCAA proceedings upon the filing of the Monitor's Termination Certificate; (iv) terminating the DIP Charge, Director and Officer's Charge, and KERP Charge; (v) terminating these CCAA proceedings and discharging the Monitor from its duties as described in the Initial Order and ARIO upon the filing of the Monitor's Termination Certificate; (vi) terminating the Administration Charge upon the filing of the Monitor's Termination Certificate; (vii) approving the activities of the Monitor set out in its Fourth Report; and (viii) approving the fees and disbursements of the Monitor and those of its counsel;

AND UPON reading the Fourth Report and the other materials on file herein;

AND UPON HEARING from counsel for the Monitor and such other parties who were present and wished to be heard;

NOW UPON MOTION IT IS HEREBY ORDERED THAT:

Service and Definitions

1. Service of the Notice of Motion and the supporting documents, as set out in the affidavit of service, is hereby abridged and validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.

2. All capitalized terms used in this Order not other otherwise defined herein shall have the meanings ascribed to them in the Initial Order, the ARIO or the Fourth Report.

Distribution of Funds

3. The Monitor is hereby authorized and directed to pay:

(a) the sum of $5,398,440.00 to La Plata Capital LLC ("**La Plata**"); and

(b) the sum of $65,473.46 to the West Hants Regional Municipality,

with the sum of $75,808.00 being held back for the payment of professional fees (the "**Distribution Holdback**").

4. The Distribution Holdback, any accumulated interest thereon and any tax refunds received shall be transferred to GTL as Trustee in Bankruptcy of Creso and held in trust as a Third Party Deposit pursuant to Directive No. 16 of the Office of the Superintendent of Bankruptcy, and will not be an asset of Creso distributable amongst its creditors.

5. Upon payment of the professional fees contemplated in the Fourth Report, filing of the Monitor's termination certificate and conclusion of the bankruptcy proceedings of Creso, the Monitor is hereby authorized and directed to pay the balance of the Distribution Holdback (if any) to La Plata.

Extension of the Stay Period

6. The Stay Period be and is hereby extended to the earlier of: (i) the assignment of Creso into bankruptcy, pursuant to the Monitor's enhanced powers at paragraph 24 of the Approval and Reverse Vesting Order dated August 5, 2025, (ii) the termination of the CCAA proceedings upon the filing of the Monitor's Termination Certificate, or (iii) such other date as this Court may order.

Termination of DIP Charge, Director and Officer's Charge, and KERP Charge

7. The DIP Charge, Director and Officer's Charge, and KERP Charge, and all other charges granted in these CCAA proceedings other than the Administration Charge, shall be terminated, released and discharged as of the date of issuance of this Order without any further act or formality.

Discharge of the Monitor

8. Effective at the CCAA Termination Time (as defined herein), Grant Thornton Limited shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time.

9. Notwithstanding the foregoing, the Monitor shall have authority from and after the date of this Order to complete any matters that may be incidental to the termination of these CCAA proceedings or any other matters necessary to complete these CCAA proceedings.

10. Effective at the CCAA Termination Time, in addition to the protections in favour of the Monitor in any order of this Court in the CCAA proceedings or pursuant to the CCAA, the Monitor, Stewart McKelvey, and each of their respective affiliates, officers, directors, partners, employees and agents, as applicable, (collectively, the "**Released Parties**") shall be released and forever discharged from any and all liability that the Released Parties now or may hereafter have by reason of any act, omission, transaction, dealing or other occurrence in any way relating to arising out of, or in respect of the CCAA proceedings, including in carrying out any incidental matters, whether known or unknown, matured or unmatured, foreseen or unforeseen, relating to matters that were raised, or could have been raised, in the within proceedings (collectively, the "**Released Claims**"), save and except for any gross negligence or wilful misconduct.

11. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as monitor except with prior leave of this Court and on prior written notice to the Monitor.

12. Notwithstanding any provision of this Order and the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO or any other Order of this Court in these CCAA Proceedings or otherwise, all of which are expressly continued and confirmed following the CCAA

Termination Time, including in connection with any other actions taken by the Monitor following the CCAA Termination Time with respect to the Applicant or these CCAA proceedings.

Termination of Administration Charge

13. The Administration Charge shall be terminated, released and discharged upon the filing of the Termination Certificate (as defined below) without any further act or formality.

CCAA Termination

14. Upon service by the Monitor of an executed certificate in substantially the form attached hereto as Schedule "A" (the "**Termination Certificate**") on the Service List certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed, these CCAA proceedings shall be terminated without any further act or formality (the "**CCAA Termination Time**"), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any action or steps taken by any Person pursuant thereto.

15. The Monitor is hereby directed to file a copy of the Termination Certificate with the Court as soon as is practicable following the service thereof on the Service List.

Approval of the Monitor's Activities

16. The activities of the Monitor as set out in its Fourth Report dated September 16, 2025 be and are hereby approved, provided, however, that only the Monitor, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

17. The Monitor has fulfilled its obligations pursuant to the CCAA, the ARIO and further orders of the Court until and including the date of this Order.

Approval of the Fees and Disbursements of the Monitor and its Counsel

18. The fees and disbursements related to the activities of the Monitor, as detailed in the Fourth Report and set out at Appendix F thereto, are hereby approved.

19. The fees and disbursements of the Monitor's legal counsel, Stewart McKelvey ("**Stewart McKelvey**"), as detailed in the Fourth Report and set out at Appendix G thereto, are hereby approved.

20. The anticipated further fees and disbursements of the Monitor and Stewart McKelvey in connection with the completion by the Monitor of its remaining duties and administration of the CCAA proceedings as set out in the Fourth Report be and are hereby approved, and the Monitor and Stewart McKelvey shall not be required to pass their accounts in respect of any further activities in connection with the administration of the CCAA Proceedings.

General

21. This Order and all other orders in these CCAA Proceedings shall have full force and effect in all provinces and territories of Canada.

22. The aid and recognition of any Court, tribunal, regulatory or administrative body in Canada, the United States of America or elsewhere, to give effect to this Order and to assist the Monitor and its respective agents in carrying out the terms of this Order. All Courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, to assist the Monitor, and to act in aid of and to be complementary to this Court, in carrying out the terms of this Order.

23. The Monitor may apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor may act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

Effective Time

24. This Order and all of its provisions are effective as of 12:01 a.m. (Atlantic Daylight Time) on the date of this Order.

Issued September 23, 2025

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.
I hereby certify that the foregoing document, identified by the seal of the court, is a true copy of the original document on the file herein.

SEP 23 2025

Trace Elizabeth
Deputy Prothonotary
4159-11 08/2015

Trace Elizabeth
Deputy Prothonotary

TRACE ELIZABETH
Deputy Prothonotary

Schedule "A"

2025 **Hfx No. 542329**

SUPREME COURT OF NOVA SCOTIA

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CRESO CANADA LIMITED

TERMINATION CERTIFICATE

RECITALS

A. Grant Thornton Limited ("**GTL**") was appointed to monitor the assets, business and affairs of Mernova Medicinal Inc. ("**Mernova**") and Creso Canada Limited ("**Creso**") in the within proceeding (the "**CCAA Proceedings**") commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to an Initial Order of the Supreme Court of Nova Scotia (the "**Court**") dated April 16, 2025 (the "**Initial Order**"), and the Amended and Restated Initial Order issued on April 25, 2025 (the "**ARIO**").

B. Pursuant to an Order of this Court dated August 5, 2025, among other things, Mernova ceased to be an applicant in these CCAA Proceedings and from the purview of the ARIO.

C. Pursuant to an Order of this Court dated ____________________, 2025 (the "**CCAA Termination Order**"), among other things, GTL shall be discharged as the Monitor and the CCAA Proceedings shall be terminated upon the service of this Termination Certificate on the service list in these CCAA Proceedings, all in accordance with the terms of the CCAA Termination Order.

D. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the CCAA Termination Order

THE MONITOR CERTIFIES the following:

1. To the knowledge of the Monitor, all matters to be attended to in connection with the CCAA Proceedings (Hfx No. 542329) have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred.

DATED at Halifax, Nova Scotia, this ____ day of ____________________, 2025.

GRANT THORNTON LIMITED, in its capacity as the Court-appointed Monitor of Creso Canada Limited and not in its personal or corporate capacity

Per: ______________________________
Name:
Title:

4159-1116-2975

Appendix D

Certificate of Appointment dated October 2, 2025

District of: Nova Scotia
Division No.: 01 - Halifax
Court No.: 46196
Estate No.: 51-3280551

In the Matter of the Bankruptcy of:

Creso Canada Limited

Debtor

GRANT THORNTON LIMITED

Licensed Insolvency Trustee

Ordinary Administration

Date and time of bankruptcy:	October 02, 2025, 08:33	Security:	$0.00
Date of trustee appointment:	October 02, 2025		
Meeting of creditors:	October 15, 2025, 11:00 Virtual Meeting: contact Faith Capone faith.capone@doane.gt.ca or 902 491 7701 for a Microsoft Teams invite, Nova Scotia Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforenamed debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforenamed trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: October 02, 2025, 07:40

E-File/Dépôt Electronique

Official Receiver

Appendix E

Monitor’s Termination Certificate of CCAA dated October 1, 2025

Schedule "A"

2025 **Hfx No. 542329**

SUPREME COURT OF NOVA SCOTIA

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CRESO CANADA LIMITED

TERMINATION CERTIFICATE

RECITALS

A. Grant Thornton Limited ("**GTL**") was appointed to monitor the assets, business and affairs of Mernova Medicinal Inc. ("**Mernova**") and Creso Canada Limited ("**Creso**") in the within proceeding (the "**CCAA Proceedings**") commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to an Initial Order of the Supreme Court of Nova Scotia (the "**Court**") dated April 16, 2025 (the "**Initial Order**"), and the Amended and Restated Initial Order issued on April 25, 2025 (the "**ARIO**").

B. Pursuant to an Order of this Court dated August 5, 2025, among other things, Mernova ceased to be an applicant in these CCAA Proceedings and from the purview of the ARIO.

C. Pursuant to an Order of this Court dated September 23, 2025 (the "**CCAA Termination Order**"), among other things, GTL shall be discharged as the Monitor and the CCAA Proceedings shall be terminated upon the service of this Termination Certificate on the service list in these CCAA Proceedings, all in accordance with the terms of the CCAA Termination Order.

D. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the CCAA Termination Order

THE MONITOR CERTIFIES the following:

1. To the knowledge of the Monitor, all matters to be attended to in connection with the CCAA Proceedings (Hfx No. 542329) have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred.

DATED at Halifax, Nova Scotia, this 1 day of October, 2025.

GRANT THORNTON LIMITED, in its capacity as the Court-appointed Monitor of Creso Canada Limited and not in its personal or corporate capacity

Per:
Name:
Title:

Liam Murphy, CPA, CA, CIRP, LIT
Senior Vice President
Grant Thornton Limited

4159-1116-2975

Appendix F

Search of Corporations Canada of Creso

Corporations Canada
C. D. Howe Building
235 Queen St
Ottawa ON K1A 0H5

Corporations Canada
Édifice C.D.Howe
235 rue Queen
Ottawa ON K1A 0H5

Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2025-10-02 10:09 AM	(AAAA-MM-JJ) **Date et heure du Profil corporatif**

CORPORATE INFORMATION / RENSEIGNEMENTS CORPORATIFS

Corporate name / **Dénomination**

CRESO CANADA LIMITED

Corporation number	1054074-9	**Numéro de société ou d'organisation**
Business number	779348911RC0001	**Numéro d'entreprise**

Governing legislation / **Régime législatif**

Canada Business Corporations Act (CBCA) - 2017-12-14

Loi canadienne sur les sociétés par actions (LCSA) - 2017-12-14

Status / **Statut**

Active

Active

REGISTERED OFFICE ADDRESS / ADRESSE DU SIÈGE

50 Ivey Lane
Windsor NS B0N 2T0
Canada

ANNUAL FILINGS / DÉPÔTS ANNUELS

Anniversary date (MM-DD)	12-14	(MM-JJ) **Date anniversaire**
Filing period (MM-DD)	12-14 to/au 02-12	(MM-JJ) **Période de dépôt**

Status of annual filings / **Statut des dépôts annuels**

Not due	2025	N’est pas dû
Overdue	2024	En retard
Filed	2023	Déposé

Date of last annual meeting (YYYY-MM-DD)	2023-11-29	(AAAA-MM-JJ) **Date de la dernière assemblée annuelle**

Type / **Type**

Distributing corporation

Société ayant fait appel au public

DIRECTORS		ADMINISTRATEURS
Minimum number	1	**Nombre minimal**
Maximum number	10	**Nombre maximal**
Current number	0	**Nombre actuel**

INDIVIDUALS WITH SIGNIFICANT CONTROL **PERSONNES AYANT UN CONTRÔLE IMPORTANT**

Last updated (YYYY-MM-DD) **(AAAA-MM-JJ) Dernière mise à jour**

No information has been filed.
Aucun renseignement n'a Ã©tÃ© dÃ©posÃ©.

CORPORATE HISTORY **HISTORIQUE CORPORATIF**

Corporate name history (YYYY-MM-DD) (AAAA-MM-JJ) **Historique de la dénomination**

2017-12-14 to present / à maintenant CRESO CANADA LIMITED

Certificates issued (YYYY-MM-DD) (AAAA-MM-JJ) **Certificats émis**

Certificate of Incorporation 2017-12-14 Certificat de constitution en société

Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.

Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.

Documents filed (YYYY-MM-DD) (AAAA-MM-JJ) **Documents déposés**

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.

Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.

Appendix G

Creditor Listing

In the Matter of the Bankruptcy Proceedings of
Creso Canada Limited
Creditor Listing as at October 2, 2025

Secured Creditors	**$CAD**
La Plata Capital LLC	4,156,089

Trade Creditors	
Canada Emergency Benefit Loan	37,830
Canadian Bank Note	4,324
Cox and Palmer	743
Day & Ross	448
Eastlink	479
EFR Enviromental	3,015
EPAC	24,323
Good to Grow	23,053
Great North Distributors	116,407
GrowHaus Supply	670
Health Canada	30,334
Linde Canada Inc.	6,070
Manewagi	12,075
Mary Jane Cones	39,317
Melodiol Global Health Limited	1
Metro Green	941
MNP LLP	133,443
Momentum Freight Inc.	3,355
Motif	12,506
NS Power	22,899
Open Fields Distribution	749
Pathogenia	6,557
Receiver General - Excise	1,645,155
Receiver General - GST	413,447
Receiver General - WEPP	352,059
Uline Canada Corporation	6,428
West Hants Regional Municipality	1
Total Trade Creditors	**2,896,627**
Total Creditors	**7,052,716**

Appendix H

allNovaScotia Advertisement of FMOC

IN THE MATTER OF THE BANKRUPTCY OF:

Creso Canada Limited

Notice of Bankruptcy and First Meeting of Creditors
Ordinary Administration

Notice is hereby given that the bankruptcy of Creso Canada Limited of Windsor, Nova Scotia, occurred on the 2nd day of October 2025 and that the first meeting of creditors will be held on the 15th day of October 2025, at 11:00 AM ADT by teleconference.

Please contact Faith Capone at Faith.Capone@Doane.gt.ca or 902-491-7701 to register for the meeting.

Dated at Halifax, Nova Scotia this 6th day of October 2025

District of: Nova Scotia
Division No. 01 - Halifax
Court No. 46196
Estate No. 51-3280551

Grant Thornton Limited
Licensed Insolvency Trustee
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Doane
Grant Thornton