

FORCE FILED

No. S-258584
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

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 AND ARRANGEMENT OF
AYR WELLNESS INC.

PETITIONER

NOTICE OF APPLICATION

Name of applicant: AYR Wellness Inc., the Petitioner ("**AYR**" or the "**Petitioner**")

To: the Service List (attached hereto as **Schedule "A"**)

TAKE NOTICE that an application will be made by the applicant to the Honourable Mr. Justice Walker at the courthouse at 800 Smithe Street, Vancouver, BC, V6Z 2E1 on July 13, 2026 at 9:00 am for the order(s) set out in Part 1 below.

The applicant estimates that the application will take 1 hour.

This matter is within the jurisdiction of an Associate Judge.

This matter is not within the jurisdiction of an Associate Judge and Justice P. Walker is seized of this matter.

Part 1: ORDER(S) SOUGHT

1. An Order substantially in the form attached hereto as Schedule "**B**" (the "**Distribution, Discharge and Termination Order**" or the "**proposed Order**"):
 - (a) authorizing the Petitioner to list and market for sale the real property owned by the Petitioner located at 1300 State Highway 21, Cedar Creek, Bastrop County, Texas 78612 (the "**Texas Property**"), provided that any sale of the Texas Property prior to the CCAA Termination Time shall be subject to approval by this Honourable Court, and any sale of the Texas Property by any trustee in bankruptcy appointed in respect of the Petitioner (the "**Bankruptcy Trustee**") following the CCAA Termination Time shall be subject to the *Bankruptcy and Insolvency Act* (the "**BIA**");

- (b) authorizing the Petitioner and Blake Holzgrafe of Ankura Consulting Group, LLC ("**Ankura**"), in his capacity as chief restructuring officer of AYR (the "**CRO**"), *nunc pro tunc*, to enter into the Exclusive Right Agreement (Sale) made as of June 16, 2026 between the Petitioner, as owner, and Colliers International Austin, LLC ("**Colliers**"), as exclusive agent, in respect of the Texas Property (the "**Listing Agreement**"), and approving the Listing Agreement as of its execution by the CRO on behalf of the Petitioner on June 17, 2026;
- (c) authorizing and directing the Petitioner or the Bankruptcy Trustee, as applicable, to distribute to Odyssey Trust Company, in its capacity as agent and collateral trustee (the "**Notes Agent**") under the Amended and Restated Indenture dated February 7, 2024 pursuant to which the Petitioner issued the 13% senior secured notes due December 10, 2026 (the "**Senior Notes**"), in one or more distributions from time to time, (i) the net proceeds from the sale of the Texas Property, after payment of applicable taxes, real estate commission, conveyancing fees, legal costs and payments, if any, required to discharge liens and encumbrances; and (ii) any remaining cash or proceeds held or received by the Petitioner from time to time in excess of amounts required to pay expenses incurred by the Petitioner in accordance with the Amended and Restated Initial Order dated November 25, 2025 (the "**ARIO**") and the Restructuring Support Agreement dated July 30, 2025 among the Petitioner and the other parties thereto (the "**RSA**"), provided that the aggregate distributions to the Notes Agent (collectively, the "**Distributions**") shall not exceed the aggregate obligations owing by the Petitioner with respect to the Senior Notes;
- (d) providing that all Distributions shall be made by the Petitioner or the Bankruptcy Trustee, as applicable, and received by the Notes Agent for distribution to Senior Noteholders free and clear of and from any and all security interests, hypothecs, mortgages, trusts or deemed trusts, liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including any encumbrances or charges created by the ARIO and all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system;

- (e) providing that, notwithstanding these CCAA Proceedings, any future bankruptcy or receivership application or order, any assignment in bankruptcy by or in respect of the Petitioner, or any federal or provincial legislation, the Distributions shall be binding on any trustee in bankruptcy or receiver appointed in respect of the Petitioner and shall not be void or voidable or constitute a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable legislation;
- (f) approving the activities of AlixPartners Restructuring Inc. (formerly KSV Restructuring Inc.) ("**AlixPartners**"), in its capacity as court-appointed monitor (the "**Monitor**") as detailed in the Pre-Filing Report dated November 14, 2025, the First Report dated November 21, 2025, the Second Report dated January 13, 2026, the Third Report dated June 10, 2026, and the Fourth Report, to be filed (collectively, the "**Monitor's Reports**");
- (g) approving the fees and disbursements of the Monitor and its legal counsel, Cassels Brock & Blackwell LLP ("**Cassels**");
- (h) terminating the Administration Charge and the Directors' Charge, each as defined in the ARIO, and terminating these proceedings upon the Monitor filing a certificate in substantially the form attached to the proposed Order as Schedule "**B**" certifying that, to the knowledge of the Monitor, based on advice from the Petitioner and the CRO, all matters to be attended to in these proceedings have been completed (the "**CCAA Termination Time**");
- (i) approving the discharge of AlixPartners, in its capacity as Monitor, effective at the CCAA Termination Time, while preserving the Monitor's authority to carry out, complete or address matters ancillary or incidental to these CCAA Proceedings following the CCAA Termination Time and preserving the Monitor's continued rights, approvals and protections;
- (j) approving the discharge of Ankura and Blake Holzgrafe, in their capacity as CRO of AYR, effective at the CCAA Termination Time, while preserving the CRO's authority to carry out, complete or address matters ancillary or incidental to these CCAA Proceedings following the CCAA Termination Time, preserving the CRO's continued rights, approvals and protections, and providing that no action or other

proceeding shall be commenced against the CRO in any way arising from or related to his capacity or conduct as CRO except with prior leave of this Honourable Court on not less than fifteen (15) days' prior written notice to the CRO;

- (k) granting releases in favour of (i) AYR's current and former directors and officers, employees, advisors, legal counsel and agents (the "**AYR Released Parties**"); and (ii) the Monitor and its legal counsel, and each of their respective affiliates and officers, directors, partners, employees and agents, together with Ankura and its employees, advisors and agents), subject to the carve-outs set out in the proposed Order (collectively, the "**Released Parties**");
 - (l) authorizing, but not obligating, the CRO to assign or file a voluntary assignment into bankruptcy in respect of AYR, including authority to sign documents in the name of and on behalf of AYR and take all steps necessary to make the assignment into bankruptcy without further director, officer or shareholder authorization, and providing that AlixPartners shall be entitled, but not obligated, to act as trustee of AYR in the bankruptcy.
2. Such other relief as this Honourable Court may deem just.

Part 2: FACTUAL BASIS

3. All capitalized terms used, but not otherwise defined herein, have the meanings given to them in the Petition filed November 14, 2025 or the RSA attached as Schedule "E" to Affidavit #1 of Blake Holzgrafe, made November 14, 2025.

Update on the Petitioner's Activities

4. The Petitioner, with the assistance of Ankura, has continued to act in good faith and with due diligence in order to, among other things: (a) advance the going concern acquisition of the core assets of the Petitioner's subsidiaries in the United States (AYR and its subsidiaries being collectively the "**AYR Group**") as contemplated under the RSA between the AYR Group and holders of approximately 73% of its Senior Notes (the "**Consenting Senior Noteholders**"); and (b) preserve the status quo while the Petitioner completes an orderly wind-down during these CCAA Proceedings. In particular:

- (a) **UCC Sale and Liquidation Proceedings:** The Petitioner, with the assistance of Ankura, has continued to oversee the going concern sale of certain assets and equity interests of AYR Group entities in the United States via a public sale under Article 9 of the Uniform Commercial Code (the "**UCC Sale**") to Arboretum Bidco LLC ("**Arboretum**") or its designees. Arboretum is the entity established by the Petitioner's Senior Noteholders as the designated purchaser under the Master Purchase Agreement dated November 14, 2025 (the "**MPA**"). In connection with the UCC Sale and the closing of the MPA, AYR Group is proceeding with a transfer of its core assets to Arboretum or its designees, with assets transferring sequentially on a state-by-state basis as regulatory approvals are obtained.
- (b) **Transition Services Agreements:** The Petitioner has negotiated transition services agreements with Arboretum in order to support the operations of AYR Group entities until they are transferred to Arboretum.
- (c) **Directors and Officers Claims Process:** The directors and officers claims process approved by Order of this Honourable Court granted January 15, 2026 has been completed and all claims received therein disallowed.
- (d) **Liquidity Position:** The Petitioner's cash flow forecast, as reviewed by the Monitor, reflects sufficient liquidity to fund the costs of these CCAA Proceedings to their termination, supported by the Bridge Facility.
- (e) **Board and SRC Governance:** On January 1, 2025, the board of directors of the Petitioner (the "**Board**") formed a special restructuring committee (the "**SRC**"), composed of independent directors, with broad authority to evaluate strategic transactions and direct restructuring efforts. The Board and SRC engaged and oversaw professional advisors, including DLA Piper (Canada) LLP as legal counsel, Moelis & Company LLC as financial advisor (engaged March 13, 2025), and Ankura as restructuring advisor (approved April 3, 2025), as well as the Consenting Senior Noteholders' advisors, Ducera Partners, Paul Hastings LLP, and Goodmans LLP. From January 2025 through September 2025, and continuing into 2026, the SRC held over 35 formally minuted meetings, with the Board holding regular meetings throughout the restructuring period. The Board and SRC substantively deliberated on noteholder negotiations, M&A outreach, CCAA and

Chapter 15 proceedings, directors' duties, RSA negotiation, and the D&O Claims Process, and passed formal resolutions at critical junctures — including authorizing advisor engagements, approving the Ankura engagement, authorizing execution of the RSA, approving closings under the MPA, and terminating advisor engagements. The Board and SRC have demonstrated sustained, active oversight throughout the restructuring, as detailed in the Affidavit #2 of Blake Holzgrafe.

Listing Agreement and Authority to Market Texas Property

5. The Texas Property is a non-core, unimproved parcel of approximately 21.97 acres located at 1300 State Highway 21, Cedar Creek, Bastrop County, Texas 78612. It was acquired in connection with AYR's then-pending application for a conditional cannabis licence in the State of Texas, but AYR was not selected for a conditional licence and has no operational use for the land.
6. The Listing Agreement is an Exclusive Right Agreement (Sale) dated June 16, 2026 between AYR, as owner, and Colliers International Austin, LLC, as agent, in respect of the Texas Property. AYR executed the Listing Agreement on June 17, 2026. The Listing Agreement grants Colliers an exclusive agency for an initial 12-month term, followed by a month-to-month term for up to 12 additional months unless terminated on 30 days' notice, with a 180-day tail period.
7. Under the Listing Agreement, Colliers is entitled to a 6% commission and may canvas, solicit and otherwise use commercially reasonable efforts to complete the listing assignment. Colliers is also authorized to advertise the Texas Property and place signage if, in its opinion, doing so would facilitate a sale, with such advertising or signage to be pre-approved and paid by the owner upon presentation of invoice. The Petitioner is not seeking approval of an actual sale of the Texas Property at this time.
8. Colliers is a duly licensed real estate broker in the State of Texas and maintains an Austin office. The Listing Agreement identifies a designated broker and sales agent for the engagement, grants Colliers an exclusive mandate to canvas, solicit and use commercially reasonable efforts to complete the listing assignment, and provides for a 6% commission payable from any transaction. The 6% commission is reasonable and consistent with market terms for comparable Texas land brokerage engagements.

Distributions to Senior Noteholders

9. Following the completion of all state-level closings under the MPA, it is expected that approximately US\$14 million in principal amount, plus accrued interest and other amounts, will remain outstanding under the Senior Notes. The obligations under the Senior Notes are secured against substantially all of the assets of the AYR Group, including all of the assets of the Petitioner. The AYR Group is not able to repay in full the obligations under the Senior Notes. The Senior Noteholders are the fulcrum creditor of the Petitioner and are entitled to all residual value of the Petitioner's estate.
10. The RSA provides that AYR shall seek a distribution order approving a distribution to the Notes Agent, on behalf of the Senior Noteholders, of all net cash proceeds, after the payment of priority amounts, resulting from the monetization, disposition, sale or liquidation of the Petitioner's assets.
11. The proposed Order authorizes and directs the Petitioner or the Bankruptcy Trustee, as applicable, to distribute to the Notes Agent, in one or more distributions from time to time, (a) the net proceeds from any future sale of the Texas Property, after payment of applicable taxes, real estate commission, conveyancing fees, legal costs and payments, if any, required to discharge liens and encumbrances, and (b) any remaining cash or proceeds held or received by the Petitioner from time to time in excess of amounts required to pay expenses incurred by the Petitioner in accordance with the ARIO and the RSA, provided that the aggregate Distributions to the Notes Agent shall not exceed the aggregate obligations owing by the Petitioner with respect to the Senior Notes, including all principal obligations and accrued and unpaid interest and fees.
12. The proposed Order further provides that the Distributions are to be made and received free and clear of monetary claims and are binding on any later trustee in bankruptcy or receiver appointed in respect of the Petitioner.

Releases

13. The releases sought in the proposed Order are tied to the Released Parties' and AYR Released Parties' roles in these CCAA Proceedings and the restructuring.

14. The releases are limited by carve-outs, including claims arising out of gross negligence or wilful misconduct, claims of a nature set forth in section 5.1(2) of the CCAA and, for the AYR Released Parties, obligations arising on or continuing after the CCAA Termination Time under or pursuant to the RSA, the Bridge Credit Agreement, the MPA or any document, instrument or agreement executed to implement those agreements.
15. The D&O Claims Process has been completed and all claims received therein have been disallowed. The releases also reflect the contributions of the Petitioner's current and former directors, officers, employees, advisors, legal counsel and agents, Ankura, the CRO, the Monitor and the Monitor's counsel to the restructuring, including the preservation of the Petitioner during the CCAA Proceedings, the advancement of the UCC Sale and related state-by-state closings, the wind-down of the Petitioner and the AYR Group's non-core assets, and the completion of the D&O Claims Process.

Authorization for CRO to Assign AYR into Bankruptcy

16. The proposed Order authorizes, but does not obligate, the CRO to assign or file a voluntary assignment into bankruptcy in respect of AYR, to sign documents in the name of and on behalf of AYR and to take all steps necessary to make the assignment into bankruptcy. The proposed Order also provides that no resolutions or other authorizations from directors, officers or shareholders of AYR will be required to commence any bankruptcy proceeding, and that AlixPartners is entitled, but not obligated, to act as trustee of AYR in the bankruptcy.
17. Bankruptcy authority is appropriate because these CCAA Proceedings were commenced to support an orderly liquidation and wind-down of the Petitioner, including liquidation of Excluded Assets, distribution of proceeds and discharge of Excluded Liabilities, and those matters are substantially complete. If residual matters remain after the CCAA Termination Time, including any unsold Texas Property or other remaining property, a bankruptcy proceeding would provide an established statutory framework for completing those matters under the BIA without the need and expense of continuing these CCAA Proceedings. AlixPartners is well positioned to act as trustee, if it elects to do so, given its familiarity with the Petitioner, the assets, the claims process and the work required to complete the wind-down.

Discharge and Termination

18. The CCAA Proceedings are substantially complete, subject to the completion of the remaining closings contemplated by the MPA and any ancillary matters.
19. The proposed Order provides that, upon the Monitor filing its certificate, the Administration Charge and Directors' Charge will be terminated, released and discharged, and these CCAA Proceedings will be terminated without further act or formality.
20. At the CCAA Termination Time, the Monitor and the CRO will be discharged, subject to their ability to complete ancillary or incidental matters following termination and to the preservation of their rights, approvals and protections under the CCAA, the ARIO and the other Orders granted in these CCAA Proceedings. The proposed Order also requires leave of this Honourable Court before any action or proceeding may be commenced against the CRO in connection with his capacity or conduct as CRO.

Approval of Monitor Activities and Fees

21. The Petitioner seeks approval of the Monitor's Reports and the activities of the Monitor and its counsel referred to therein. The Petitioner also seeks approval of the fees and disbursements of the Monitor and of counsel to the Monitor, including estimated costs to the completion of these CCAA Proceedings, as summarized in the Fourth Report and set out in the affidavits of Noah Goldstein and Vicki Tickle.

Part 3: LEGAL BASIS

1. The Petitioner relies on:
 - (a) the *Companies' Creditors Arrangement Act* ("CCAA"), in particular, ss. 11, 18.6 and 23;
 - (b) *Supreme Court Civil Rules*, in particular Rules 8-1, 13-1, and 22-4;
 - (c) the inherent and equitable jurisdiction of this Court; and
 - (d) such further and other legal bases and authorities as counsel may advise and this Court may permit.

The Listing Agreement and Authority to Market the Texas Property Are Appropriate

2. One asset requiring value assessment and preservation measures is the Texas Property, which is an unimproved land parcel of approximately 21.97 acres located at 1300 State Highway 21, Cedar Creek, Bastrop County, Texas 78612.
3. The Texas Property is a non-core, unimproved parcel acquired for a strategic purpose that did not materialize. It has no present operational utility. The ARIO authorizes the Petitioner to commence marketing efforts in respect of any of its redundant or non-material assets.

ARIO, para. 11(a).

4. In the context of these proceedings, the Texas Property represents a potential source of recovery for the Senior Noteholders. Approval of the Listing Agreement and authorization to list and market the Texas Property are appropriate value-preservation steps intended to maximize realizable value for the creditors with the remaining economic interest in the proceeds of the Texas Property, without approving any sale at this time.
5. Any sale of the Texas Property prior to the CCAA Termination Time will remain subject to further approval of this Honourable Court. If the Texas Property is not sold by the CCAA Termination Time, the Bankruptcy Trustee can take over the marketing and sale process, subject to the BIA, with net sale proceeds to be distributed to the Notes Agent for distribution to Senior Noteholders in accordance with the proposed Order and subject to the expense reserve and aggregate Senior Notes obligations cap set out therein.

The Distributions Are Appropriate

6. The broad jurisdiction under section 11 of the CCAA provides a supervising CCAA court with the authority to approve distributions to creditors during CCAA proceedings, even where such distributions occur outside a plan of compromise or arrangement.

Re Nortel Networks Corporation et al, 2014 ONSC 477, at paras. 53-55.

CCAA, s. 11

7. The Petitioner submits it is reasonable and appropriate for the Court to exercise its discretion and approve the proposed Distributions. The Senior Noteholders are the creditors with a remaining economic interest in the Petitioner and will suffer a deficiency

on the amounts owing to them. The proposed Distributions are directed to the Notes Agent for distribution to Senior Noteholders and reflect the requirement that aggregate Distributions not exceed the obligations owing with respect to the Senior Notes.

8. The proposed free and clear and bankruptcy-binding provisions are appropriate to provide finality and certainty to the Distributions and to prevent a later bankruptcy or receivership from undermining the relief granted in these CCAA Proceedings.

The Approval of the Activities of the Monitor is Appropriate

9. In *Target Canada Co. (Re)*, the Court suggested that a request to approve a court-appointed officer's report is "not unusual" and that there are "good policy and practical reasons for the court to approve a Monitor's activities and providing a level of protection for Monitors during the CCAA process."

Target Canada Co. (Re), 2015 ONSC 7574 at paras. 2 and 22.

10. The Monitor has carried out its activities in a manner consistent with the provisions of the CCAA, including its duties under section 23, and in compliance with the Initial Order, the ARIO and all other orders granted by this Court in the course of the CCAA proceedings. In this case, the Monitor's activities as described in the Monitor's Reports should be approved.

The Approval of the Fees and Disbursements is Appropriate

11. Paragraph 36 of the ARIO requires that the Monitor and its legal counsel pass their accounts from time to time.
12. The Petitioner is seeking the approval of (i) the Monitor's fees and disbursements and those of its counsel that have been incurred and (ii) the Monitor's fees and disbursements and those of its counsel that will be incurred in performance of the duties of the Monitor up to the termination of the CCAA proceedings. In approving the fees and disbursements, the Court must consider whether those fees were "fair and reasonable in all circumstances" and ensure that the court officer is fairly compensated while safeguarding the efficiency and integrity of the CCAA process.

Nortel Networks Corp. et al. (Re), 2017 ONSC 673 at para. 13.

13. The Petitioner submits that this Court should approve the fees and disbursements of the Monitor and those of its counsel, including future fees and disbursements for the following reasons:
- (a) *The Fees are Fair and Reasonable* – The Court must consider the “overriding principle of reasonableness” with the predominant consideration in such assessment being the overall value contributed by the monitor and its counsel.
 - (b) *Time Spent* – The Monitor and its legal counsel have performed the work necessary to advance these proceedings in an efficient and time-effective manner.
 - (c) *Monitor's Knowledge, Experience and Skill* – The Monitor and its legal counsel both have extensive knowledge, experience and skill in restructuring mandates.
 - (d) *Diligence and Thoroughness Displayed* – The matters outlined in the Monitor’s Reports demonstrate the diligence and thoroughness displayed by the Monitor and its legal counsel during the course of these CCAA proceedings.
 - (e) *Responsibilities Assumed* – The Monitor and its counsel carried out the activities outlined in the Monitor’s Reports.
 - (f) *Results Achieved* – The efforts of the Monitor and its legal counsel were essential for advancing these CCAA proceedings.
 - (g) *Cost of Comparable Services* – The Monitor and its legal counsel billed amounts at each of their firm’s standard hourly rates which are comparable to the rates charged by other professional firms for the provision of similar services in commercial restructuring matters.

Nortel Networks Corp. et al. (Re), 2017 ONSC 673 at para. 14.

14. The Petitioner submits that the factors noted above support the Petitioner’s request for the approval of the fees and disbursements of the Monitor and those of its counsel, including future fees and disbursements to the completion of these proceedings.

The Approval of the Releases is Appropriate

15. The Petitioner is requesting releases for certain parties, being the AYR Released Parties and the Released Parties.
16. In considering whether to approve releases in favour of third parties, the Court will consider the following factors, with no single factor being determinative and not all factors being necessary for a release to be granted:
 - (a) Whether the parties to be released from the claims were necessary and essential to the restructuring of the debtor;
 - (b) Whether the claims to be released are rationally connected to the purpose of the plan and necessary for it;
 - (c) Whether the plan could succeed without the releases;
 - (d) Whether the parties being released contributed to the plan; and
 - (e) Whether the release benefited the debtors and the creditors generally.

Lydian International Limited (Re), 2020 ONSC 4006 at para. 54;
Harte Gold Corp (Re), 2022 ONSC 653 at para. 80.

17. The Petitioner submits that each of the AYR Released Parties and the Released Parties has made significant and often critical contributions to the Petitioner's restructuring during these CCAA Proceedings. The releases being sought are consistent with those that have been previously approved by this Honourable Court and are appropriate in the circumstances for the following reasons:
 - (a) *The Released Claims are rationally connected to the Restructuring* – The releases have a clear nexus to these CCAA Proceedings and the Restructuring Transactions, and bring certainty and finality to claims arising from the Released Parties' roles in those matters.
 - (b) *The Released Parties Contributed to the Restructuring* – The efforts of the AYR Released Parties and the Released Parties were necessary and instrumental to the completion of the sale transactions under the MPA, the day-to-day operations

of the Petitioner, the CCAA wind-down and the completion of the Liquidation Proceedings.

- (c) *The Releases are Fair, Proportionate and Reasonable* – The releases are tailored to claims connected to these CCAA Proceedings and include limited carve-outs, including for gross negligence, wilful misconduct and, where applicable in the case of the AYR Released Parties, matters preserved under section 5.1(2) of the CCAA and post-CCAA Termination Time obligations under the RSA, the Bridge Credit Agreement, the MPA or related implementation documents.
- (d) *Creditors' Knowledge of the Releases* – All creditors on the Service List will be served with the materials relating to this application.
- (e) *Active Board and SRC Oversight* – As described in Part 2 above and in the Affidavit #2 of Blake Holzgrafe, the Board and SRC exercised sustained governance oversight throughout the restructuring, holding over 35 formally minuted meetings and passing formal resolutions at critical junctures, further supporting the good faith and due diligence of the Released Parties.

The Bankruptcy Authorization, Discharge and Termination Relief Is Appropriate

18. The Petitioner requests the authorization of the CRO to assign or file a voluntary assignment into bankruptcy in respect of AYR, the authority for AlixPartners to act as trustee of AYR in the bankruptcy, the discharge of the Monitor and the CRO, the termination of the Administration Charge and the Directors' Charge and the termination of the CCAA Proceedings upon the Monitor filing a certificate confirming that all matters in respect of such proceedings have been completed.
19. Section 11 of the CCAA provides the Court with broad discretion to "make any order that it considers appropriate in the circumstances." This discretion must be exercised to further the CCAA's remedial objectives having regard to whether: (i) the order sought is appropriate in the circumstances; (ii) the debtor company is acting in good faith; and (iii) the debtor company is acting with due diligence.

CCAA, section 11.

9354-9186 Quebec Inc v Callidus Capital Corp, 2020 SCC 10 at para. 49.

20. The Petitioner submits that it is appropriate for this Court to grant the bankruptcy authorization, discharge, leave-to-sue protection and termination relief in the manner contemplated by the proposed Distribution, Discharge and Termination Order for the following reasons:
- (a) since the granting of the Initial Order, the Petitioner has acted in good faith and with due diligence;
 - (b) the CCAA Proceedings were commenced to support an orderly liquidation and wind-down of the Petitioner, and following completion of the remaining closings contemplated by the MPA and any ancillary matters, AYR Group will have no ongoing business operations requiring continued CCAA oversight;
 - (c) the termination shall be effective upon the filing of the Monitor's Certificate certifying that the Monitor has been advised by AYR and the CRO that all matters relating to the CCAA Proceedings have been completed, and the related discharge relief preserves the ability of the Monitor and CRO to complete ancillary or incidental matters after the CCAA Termination Time; and
 - (d) the Monitor supports the termination of the CCAA Proceedings on the terms set out in the proposed Distribution, Discharge and Termination Order, including the discharge of the Monitor and the CRO the authority for the CRO to assign AYR into bankruptcy if appropriate after the CCAA Termination Time and the authority for AlixPartners to act as trustee of AYR in the bankruptcy.

Part 4: MATERIAL TO BE RELIED ON

1. Petition to the Court filed on November 14, 2025;
2. Affidavit #1 of Blake Holzgrafe made on November 14, 2025;
3. Pre-Filing Report of the proposed Monitor dated November 14, 2025;
4. First Report of the Monitor dated November 21, 2025;
5. Second Report of the Monitor dated January 13, 2026;
6. Third Report of the Monitor dated June 10, 2026;

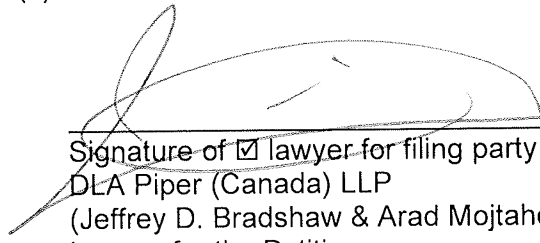
7. Fourth Report of the Monitor, to be filed;
8. Affidavit #2 of Blake Holzgrafe made on July 2, 2026;
9. Affidavit #1 of Noah Goldstein, to be sworn;
10. Affidavit #1 of Vicki Tickle, to be sworn; and
11. Any such further materials as counsel advises and this Honourable Court permits.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33;
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding; and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

July 2, 2026
Dated



Signature of lawyer for filing party
DLA Piper (Canada) LLP
(Jeffrey D. Bradshaw & Arad Mojtahedi)
Lawyer for the Petitioner

To be completed by the court only:

Order made

in the terms requested in paragraphs _____ of Part 1 of this notice of application

with the following variations and additional terms:

Date: _____ Signature of Judge Associate

Judge

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- oral matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts
- none of the above

Schedule "A"

Service List

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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 AND ARRANGEMENT OF AYR WELLNESS INC.

PETITIONER

SERVICE LIST

As at March 31, 2026

<p>Cassels Brock & Blackwell LLP 885 W Georgia St #2200 Vancouver, B.C., V6C 3E8, Canada</p> <p>Attention: Vicki Tickle Ryan Jacobs Joseph Bellissimo Hayley Roberts</p> <p>Email: vtickle@cassels.com rjacobs@cassels.com jbellissimo@cassels.com hroberts@cassels.com</p> <p><i>Counsel to the Monitor, KSV Restructuring Inc.</i></p>	<p>KSV Restructuring Inc. 220 Bay Street, 13th Floor, PO Box 20 Toronto, Ontario, M5J 2W4, Canada</p> <p>Attention: Ross Graham Noah Goldstein</p> <p>Email: rgraham@ksvadvisory.com ngoldstein@ksvadvisory.com</p> <p><i>Monitor</i></p>
<p>DLA Piper (Canada) LLP 1133 Melville Street, Suite 2700 Vancouver, B.C. V6E 4E5 Canada</p> <p>Attention: Jeffrey Bradshaw Russel Drew Arad Mojtahedi Joel Robertson-Taylor</p> <p>Email: jeffrey.bradshaw@ca.dlapiper.com russel.drew@ca.dlapiper.com arad.mojtahedi@ca.dlapiper.com joel.robertson-taylor@ca.dlapiper.com</p> <p><i>Canadian Counsel to the Petitioner, AYR Wellness Inc.</i></p>	<p>DLA Piper LLP 1251 Avenue of the Americas New York, New York 10020-1104, United States of America</p> <p>Attention: Richard Chesley Jamila Willis Greg Juell Malithi Fernando</p> <p>Email: richard.chesley@us.dlapiper.com jamila.willis@us.dlapiper.com gregory.juell@us.dlapiper.com malithi.fernando@us.dlapiper.com</p> <p><i>US Counsel to the Petitioner, AYR Wellness Inc.</i></p>

<p>Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON, M5H 2S7</p> <p>Attention: Brandon O'Neil Bradley Wiffen Josh Sloan</p> <p>Email: boneill@goodmans.ca bwiffen@goodmans.ca jsloan@goodmans.ca</p> <p><i>Canadian Counsel to the Ad Hoc Committee of Senior Noteholders</i></p>	<p>Paul Hastings LLP 200 Park Ave, New York, NY 10166, United States</p> <p>Attention: Erez Gilad Miguel Cadavid</p> <p>Emails: erezgilad@paulhastings.com miguelcadavid@paulhastings.com</p> <p><i>US Counsel to the Ad Hoc Committee of Senior Noteholders</i></p>
<p>Berkley Professional Liability c/o Berkley Insurance Company 145 King Street, Suite 1000 Toronto ON, M5H 1J8 Canada</p> <p>Email: jfavilla@berkleypro.com</p>	<p>Ontario Securities Commission 20 Queen Street West 20th Floor Toronto ON, M5H 3S8 Canada (Deliveries on the 22nd floor) 416-593-3693 (Fax)</p> <p>Email: GeneralCounsel@osc.gov.on.ca</p>
<p>Fasken Martineau DuMoulin LLP 550 Burrard St Suite 2900 Vancouver, BC V6C 0B3</p> <p>Attention: Kibben Jackson Mark Pontin Jordan Beaulieu Victoria Tortora</p> <p>Email: kjackson@fasken.com mponlin@fasken.com jbeaulieu@fasken.com vtortora@fasken.com</p> <p><i>Counsel for The Robert J. Lansing Trust</i></p>	<p>Berkley Professional Liability 757 Third Avenue, 10th Floor New York, New York 10017</p> <p>Attention: John P Favilla</p> <p>Email: JFavilla@berkleypro.com</p>

<p>Trisura Guarantee Insurance Company 333 Bay Street, Suite 1610 Toronto, ON M5H 2R2</p> <p>Attention: Corporate Insurance Claims Department</p> <p>Email: claims@trisura.com</p>	<p>Canada Revenue Agency B.C. Regional Office 900 - 840 Howe Street Vancouver, BC V6Z 2S9</p> <p>Attention: Jessica Ko</p> <p>Email: jessica.ko@justice.gc.ca</p>
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E-SERVICE LIST

As at March 31, 2026

vtickle@cassels.com; rjacobs@cassels.com; jbellissimo@cassels.com; hroberts@cassels.com;
rgraham@ksv advisory.com; ngoldstein@ksv advisory.com; jeffrey.bradshaw@ca.dlapiper.com;
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jsloan@goodmans.ca; erezgilad@paulhastings.com; miquelcadavid@paulhastings.com;
jfavilla@berkleypro.com; GeneralCounsel@osc.gov.on.ca; kjackson@fasken.com;
mpontin@fasken.com; jbeaulieu@fasken.com; JFavilla@berkleypro.com; vtortora@fasken.com;
claims@trisura.com; jessica.ko@justice.gc.ca;

Schedule "B"

Distribution, Discharge and Termination Order

IN THE SUPREME COURT OF BRITISH COLUMBIA

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 AND ARRANGEMENT OF
AYR WELLNESS INC.

PETITIONER

ORDER MADE AFTER APPLICATION
(DISTRIBUTION, DISCHARGE AND TERMINATION ORDER)

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BEFORE)	THE HONOURABLE JUSTICE P. WALKER)
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JULY 13, 2026

ON THE APPLICATION of AYR Wellness Inc. ("**AYR**" or the "**Petitioner**"), coming on for hearing at Vancouver, British Columbia on this date and on hearing Jeffrey D. Bradshaw and Arad Mojtahedi, counsel for the Petitioner and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the materials filed, including (i) Affidavit #2 of Blake Holzgrafe made June 30, 2026; and (ii) the Pre-Filing Report of AlixPartners Restructuring Inc. (formerly KSV Restructuring Inc.) ("**AlixPartners**"), in its capacity as monitor (the "**Monitor**") dated November 14, 2025, the First Report of the Monitor dated November 21, 2025, the Second Report of the Monitor dated January 13, 2026, the Third Report of the Monitor dated June 10, 2026 and the Fourth Report of the Monitor dated July __, 2026 (collectively, the "**Monitor's Reports**"); AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS that:

SERVICE

1. The time for service of the Notice of Application for this order and the supporting materials thereof is hereby abridged so that this application is properly returnable today and further service thereof is hereby dispensed with.

DEFINED TERMS

2. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Petition filed November 14, 2025, or Affidavit #2 of Blake Holzgrafe made June 30, 2026.

MARKETING OF TEXAS PROPERTY

3. The Petitioner is authorized to list and market for sale the real property owned by the Petitioner located at 1300 State Highway 21, Cedar Creek, Bastrop County, Texas 78612 (the "**Texas Property**"), provided that (a) any sale of the Texas Property prior to the CCAA Termination Time shall be subject to approval by this Court; and (b) any sale of the Texas Property by any trustee in bankruptcy appointed in respect of the Petitioner (the "**Bankruptcy Trustee**") following the CCAA Termination Time shall be subject to the *Bankruptcy and Insolvency Act* (the "**BIA**").
4. The Petitioner and Blake Holzgrafe of Ankura Consulting Group, LLC ("**Ankura**"), in his capacity as chief restructuring officer of AYR (the "**CRO**"), are hereby authorized, *nunc pro tunc*, to enter into the Exclusive Right Agreement (Sale) made as of June 16, 2026, between the Petitioner, as owner, and Colliers International Austin, LLC ("**Colliers**"), as exclusive agent, in respect of the Texas Property (the "**Listing Agreement**"), and the Listing Agreement is hereby approved as of its execution by the CRO on behalf of the Petitioner on June 17, 2026.

DISTRIBUTION OF FUNDS

5. The Petitioner or the Bankruptcy Trustee, as applicable, is authorized and directed to distribute to Odyssey Trust Company, in its capacity as agent and collateral trustee (the "**Notes Agent**") under the Amended and Restated Indenture dated February 7, 2024 pursuant to which the Petitioner issued the 13% senior secured notes due December 10,

2026 (the "**Senior Notes**"), in one or more distributions from time to time, (a) the net proceeds from the sale of the Texas Property (after payment of applicable taxes, real estate commission, conveyancing fees, legal costs and payments, if any, required to discharge liens and encumbrances), and (b) any remaining cash or proceeds held or received by the Petitioner from time to time in excess of amounts required to pay expenses incurred by the Petitioner in accordance with the Amended and Restated Initial Order dated November 25, 2025 (the "**ARIO**") and the Restructuring Support Agreement dated July 30, 2025 among the Petitioner and the other parties thereto (the "**RSA**"), provided that the aggregate distributions to the Notes Agent pursuant to this paragraph 5 (collectively, the "**Distributions**") shall not exceed the aggregate obligations owing by the Petitioner with respect to the Senior Notes (including all principal obligations and accrued and unpaid interest and fees).

6. All Distributions shall be made by the Petitioner (or the Bankruptcy Trustee, as applicable) and received by the Notes Agent (for distribution to Senior Noteholders) free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the ARIO; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any other personal property registry system.
7. Notwithstanding:
 - (a) these proceedings (the "**CCAA Proceedings**");
 - (b) any applications for a bankruptcy or receivership order in respect of the Petitioner now or hereafter made pursuant to the BIA or other applicable legislation and any order issued pursuant to such applications;
 - (c) any assignment in bankruptcy made by or in respect of the Petitioner; or
 - (d) any provision of any federal or provincial legislation,

the Distributions shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Petitioner and shall not be void or voidable, nor shall they constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under 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.

APPROVAL OF MONITOR'S ACTIVITIES

8. The Monitor's Reports and the activities of the Monitor and its counsel referred to therein be and are hereby approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way, such approval.

APPROVAL OF FEES AND DISBURSEMENTS

9. The fees and disbursements of the Monitor, including the estimated costs to the completion of the CCAA Proceedings, as summarized in the Fourth Report of the Monitor dated July ____, 2026 (the "**Fourth Report**") and set out in the 1st Affidavit of Noah Goldstein, made July ____, 2026, are hereby approved.
10. The fees and disbursements of counsel to the Monitor, Cassels Brock & Blackwell LLP, including the estimated costs to the completion of these CCAA Proceedings, as summarized in the Fourth Report and set out in the 1st Affidavit of Vicki Tickle made July ____, 2026, are hereby approved.

TERMINATION OF THE CCAA PROCEEDINGS

11. Upon filing by the Monitor of an executed certificate in substantially the form attached hereto as **Schedule "B"** (the "**Monitor's Certificate**") with the Court, the Administration Charge and the Directors' Charge (each as defined in the ARIO) shall be and are hereby terminated, released and discharged, and shall be of no further force or effect, without the need for any further act or formality.
12. Upon filing by the Monitor of the Monitor's Certificate with the Court, certifying that, to the knowledge of the Monitor, based on advice from the Petitioner and the CRO, all matters to be attended to in these CCAA Proceedings have been completed, these CCAA

Proceedings shall be terminated without any further act or formality (the “**CCAA Termination Time**”), provided that nothing herein impacts the validity of any Orders made in these CCAA Proceedings or any action or steps taken by any individual, firm, partnership, corporation, governmental body or agency, or any other entity pursuant thereto.

13. The Monitor is hereby directed to serve a copy of the Monitor’s Certificate on the Service List as soon as practicable following the filing thereof with the Court.
14. The Monitor is hereby directed to post a copy of the filed Monitor’s Certificate on the Monitor’s website.

DISCHARGE OF THE MONITOR

15. Effective at the CCAA Termination Time, AlixPartners shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations, liabilities, or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, AlixPartners shall have the authority to carry out, complete or address any matters in its role as Monitor as are ancillary or incidental to these CCAA Proceedings following the CCAA Termination Time as may be required.
16. Notwithstanding any provision of this Order, the Monitor’s discharge or 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 any of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, 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 actions taken by the Monitor following the CCAA Termination Time with respect to the Petitioner or these CCAA Proceedings.

DISCHARGE OF CRO

17. Effective at the CCAA Termination Time, Ankura and Blake Holzgrafe shall be and are hereby discharged from their duties as the CRO and shall have no further duties, obligations, liabilities, or responsibilities as the CRO from and after the CCAA Termination Time, provided that, notwithstanding their discharge as the CRO, Ankura and Blake Holzgrafe shall have the authority to carry out, complete or address any matters in their

role as the CRO as are ancillary or incidental to these CCAA Proceedings following the CCAA Termination Time as may be required.

18. Notwithstanding any provision of this Order, the CRO's discharge or the termination of these CCAA Proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the CRO shall continue to have the benefit of any of the rights, approvals and protections in favour of the CRO at law or pursuant to the CCAA, the ARIO, 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 actions taken by the CRO following the CCAA Termination Time with respect to the Petitioner or these CCAA Proceedings.
19. No action or other proceeding shall be commenced against the CRO in any way arising from or related to his capacity or conduct as the CRO except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the CRO.

APPROVAL OF RELEASES

20. Effective at the CCAA Termination Time, AYR's current and former directors and officers, employees, advisors, legal counsel and agents (collectively, the "**AYR Released Parties**"), shall be and are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the AYR Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any action or omission, transaction, dealing or other occurrence existing or taking place on or prior to the CCAA Termination Time, in any way relating to, arising out of or in respect of these CCAA Proceedings (including, but not limited to, any claims that could have been advanced pursuant to the D&O Claims Process approved by this Court by Order granted January 15, 2026) (the "**AYR Released Claims**"), and any such AYR Released Claims shall be and are hereby released, stayed, extinguished and forever barred, with prejudice, and the AYR Released Parties shall have no liability in respect thereof, provided that nothing in this Order shall release the AYR Released Parties from (a) any claim arising out of gross negligence or wilful misconduct on the part of the AYR Released Parties; (b) any claim of a nature set forth in section 5.1(2) of the CCAA; or (c) for greater certainty, any obligations arising on or continuing after the CCAA Termination Time under or pursuant to the RSA, the Bridge Credit

Agreement, or the Master Purchase Agreement dated November 14, 2025 (the "**MPA**"), or under any document, instrument, or agreement executed to implement the RSA, the Bridge Credit Agreement, or the MPA.

21. Effective at the CCAA Termination Time, the (i) Monitor and its legal counsel, and each of their respective affiliates and officers, directors, partners, employees and agents; and (ii) Ankura and its employees, advisors and agents (collectively, the "**Released Parties**"), shall be and are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any action or omission, transaction, dealing or other occurrence existing or taking place on or prior to the CCAA Termination Time in any way relating to, arising out of or in respect of these CCAA Proceedings (the "**Released Claims**"), and any such Released Claims shall be and are hereby released, stayed, extinguished and forever barred, with prejudice, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim arising out of gross negligence or wilful misconduct on the part of the Released Parties.
22. No action or other proceeding shall be commenced against the AYR Released Parties or the Released Parties in any way arising from or related to their respective capacities or conduct as AYR Released Parties or Released Parties, except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the AYR Released Parties or the Released Parties, as applicable.

BANKRUPTCY OF THE PETITIONER

23. The CRO is authorized, but not obligated, to assign or file a voluntary assignment into bankruptcy in respect of AYR and, in that regard, to sign such documents in the name of and on behalf of AYR and take all such steps as are necessary to make the assignment into bankruptcy. For greater certainty, no resolutions or other authorizations from directors, officers or shareholders of AYR will be required to commence any bankruptcy proceeding. AlixPartners Restructuring Inc. shall be entitled, but not obligated, to act as trustee of AYR in the bankruptcy.

GENERAL

- 24. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the date hereof.
- 25. Endorsement of this Order by counsel and any unrepresented parties appearing on this application, other than counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT.

Signature of lawyer for the Petitioner
Jeffrey D. Bradshaw / Arad Mojtahedi

By the Court

Registrar

Schedule "A"
List of Counsel

NAME OF COUNSEL	PARTY REPRESENTING

Schedule "B"
Monitor's Certificate

No. S-258584
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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 AND ARRANGEMENT OF
AYR WELLNESS INC.

MONITOR'S CERTIFICATE

- A. By Order made November 17, 2025, this Court appointed AlixPartners Restructuring Inc. (formerly KSV Restructuring Inc.) as monitor (the "**Monitor**") of the Petitioner pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").
- B. Pursuant to an Order of the Court dated July 13, 2026 (the "**Termination Order**"), the Court authorized the termination of the within proceedings and the discharge of the Court-ordered charges upon the filing of the Monitor's Certificate.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Termination Order.

THE MONITOR HEREBY CERTIFIES the following:

- 1. The Petitioner and the Chief Restructuring Officer appointed in these proceedings have confirmed to the Monitor that all matters to be attended to in these CCAA Proceedings have been completed.

This Certificate was delivered by the Monitor at _____ on _____ 2026.

ALIXPARTNERS RESTRUCTURING INC., in
its capacity as the Monitor of the Petitioner,
and not in its personal or corporate capacity:

Per:

Name

No. S-258584
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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 AND
ARRANGEMENT OF AYR WELLNESS INC.

PETITIONER

ORDER MADE AFTER APPLICATION

DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700, The Stack
1133 Melville St
Vancouver, BC V6E 4E5

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 108610-00008

NN

No. S-258584
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
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 AND
ARRANGEMENT OF AYR WELLNESS INC.

PETITIONER

NOTICE OF APPLICATION

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File No.: 108610-00008

AM/nn