



FORM 32 (RULE 8-1(4))

No. VLC-S-S-216272
Vancouver Registry

In the Supreme Court of British Columbia

Between

BANK OF MONTREAL

PETITIONER

and

FIREWEED BREWING CORP., RAW ENERGY LTD., RONALD
KISIC, ROBERT MAITLAND, HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA, 49TH
PARALLEL GROUP INC. dba WESTERN CRAFT ALLIANCE

RESPONDENTS

NOTICE OF APPLICATION

(Approve Sale and Vesting Order)

Name of applicant: **Deloitte Restructuring Inc., proposed court appointed receiver
of Fireweed Brewing Corp.**

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

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at Vancouver the Law Courts, 800 Smithe Street, Vancouver, British Columbia V6Z 2E1 by telephone on Friday, September 3, 2021 at 9:45 a.m. for the order set out in Part 1 below.

Applicants' counsel's contact information is as follows:

Email: skamboj@owenbird.com

Telephone: (604) 367-7771

Address: Owen Bird Law Corporation, 2900-595 Burrard Street, Vancouver, BC, V7X 1J5

Part 1: ORDERS SOUGHT

1. An order, in substantially the form of the draft order attached hereto as Schedule B, approving the Asset Purchase Agreement (as defined below) and the vesting of the Purchased IP (as defined below) free and clear in Big Rock Brewery Limited Partnership.

Part 2: FACTUAL BASIS

Parties

1. The instrument appointed (and proposed court appointed) receiver, Deloitte Restructuring Inc. (the “**Receiver**”), is an extra-provincial company having an office at 939 Granville Street, Vancouver, British Columbia V6Z 1L3.
2. Fireweed Brewing Corp. (the “**Fireweed**”), is a company registered in British Columbia having an attorney address care of Pushor Mitchell LLP, 301 – 1665 Ellis Street, Kelowna, British Columbia V1Y 2B3. Fireweed previously operated a craft brewery of various beers and ciders.
3. The shareholder of Fireweed is Jayca Holding Inc. (“Jayca”). Jayca’s share capital is owned 99% by Tod Melnyk, and 1% by his wife, Carolyn Melnyk.
4. Tod Melnyk and Carolyn Melnyk are guarantors of the obligations of Fireweed to the Bank of Montreal.
5. The purchaser, Big Rock Brewery Limited Partnership (the “**Purchaser**”), is an extra-provincial limited partnership having an attorney office address at 26 Bastion Square, third floor, Burnes House, Victoria, British Columbia V8W 1H9. The Purchaser is a brewer of beers and ciders, having breweries located in British Columbia, Alberta, and Ontario.

Bankruptcy of Fireweed

6. Fireweed made an assignment in bankruptcy with the Office of the Superintendent of Bankruptcy on April 14, 2021.

Receivership Order

7. This application is made on the presumption that this Court has ordered an appointment of Deloitte Restructuring Inc. as receiver (the “**Receivership Order**”), on the same date this application is heard, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 and section 39 of the *Law and Equity Act*, RSBC 1996, c. 253,

such that the Receiver is the court appointed receiver of all assets, undertakings, and property of Fireweed acquired for or used in relation to the business carried on by Fireweed.

8. The Receivership Order is a national order which authorizes the Receiver to, without limitation, sell Fireweed's assets with the approval of this Court in respect of any transaction in which the purchase price exceeds \$100,000.00; and apply to this Court for a vesting order and/or other orders needed to convey Fireweed's assets to a purchaser, free and clear of any liens or encumbrances.

Bank of Montreal

9. On or about November 12, 2014, in relation to a loan transaction and security agreement between the Bank of Montreal and Fireweed, Fireweed granted a security interest to the Bank of Montreal over all of Fireweed's present and after acquired personal property (the "**Security Interest**").
10. The Bank of Montreal is Fireweed's first ranking secured creditor and has a secured claim of \$1,697,053.20 owing as at April 22, 2021, pursuant to various credit facilities.
11. The assets of Fireweed are insufficient to pay out the Bank of Montreal, much less other creditors. The Receiver believes that all interested parties agree with that view.

The License Agreement

12. In September and October, 2018, due to financial challenges being experienced by Fireweed, it entered into a number of transactions with the Purchaser relating to the property of Fireweed.
13. On October 17, 2018, Fireweed entered into a license agreement with the Purchaser (the "**License Agreement**") granting the Purchaser an exclusive license to the use of Fireweed's trademarks and other associated intellectual property (the "**Fireweed IP**"). Fireweed also entered into a number of ancillary agreements with Big Rock, including Contract Manufacturing Agreements for BC and Alberta, and a purchase and sale agreement in respect of various brewing equipment and inventory. Pursuant to the

License Agreement and Manufacturing Agreements, Big Rock is required to pay Fireweed monthly license and manufacturing fees through the term of the agreements, which terminate on December 31, 2024.

14. After the License Agreement had been executed, the British Columbia Liquor Distribution Branch (“**BCLDB**”) made payments in error to Fireweed in the approximate amount of \$595,509.00, instead of to Big Rock during the period August 23, 2018 to May 30, 2019. Of that amount, approximately \$520,017.00 remains outstanding and owing to the Purchaser by Fireweed, plus interest. The Purchaser has set-off this debt against license fees owing by the Purchaser to Fireweed pursuant to the terms of the License Agreement.
15. Subject to the License Agreement, the Purchaser has the option to purchase the Fireweed IP.

Fireweed’s Financial Situation

16. Fireweed has had no employees in the previous 12 months.
17. On January 19, 2021, Canada Revenue Agency (“**CRA**”) wrote to Fireweed and claimed the following balances:
 - a) Employee payroll source deductions of \$46,517;
 - b) GST of \$109,006;
 - c) Corporation tax of \$49,547; and
 - d) Excise duty of \$265,621.
18. The GST arrears have been certified and the debt registered with the British Columbia Personal Property Registry.
19. On February 7, 2017, the British Columbia Provincial Government registered a tax lien on Fireweed’s present and after-acquired personal property in respect of outstanding PST. Fireweed records indicate PST outstanding in the amount of \$8,534 as of April 14, 2021.

20. A writ of enforcement was registered against Fireweed by Western Craft Alliance and the 49th Parallel Group Inc. in the Alberta Personal Property Registry in the amount of \$35,209 on November 14, 2019.
21. Fireweed has a number of other secured creditors.

Sale of Intellectual Property of Fireweed

22. Fireweed's ownership of the Fireweed IP is subject to the License Agreement and the Security Interest.
23. Under the License Agreement, the Purchaser is entitled to the exclusive use and enjoyment of the Fireweed IP until December 31, 2024.
24. Following the bankruptcy of Fireweed and the appointment of the Receiver, the Purchaser expressed an interest in carrying out its purchase of the Fireweed IP. Following negotiations between the Receiver and the Purchaser, the Purchaser advised the Receiver that it is willing to pay \$500,000 for the Fireweed IP, provided that it obtains a vesting order vesting the assets of all charges, and an order that the net sale proceeds stand in place of the Fireweed IP with regards to the claims of creditors.
25. On September 3, 2021, the Purchaser and Receiver entered into an agreement which is held in escrow, whereby the Purchaser will purchase the Purchased IP, the terms of which are set out in an asset purchase agreement (the "**Asset Purchase Agreement**").
26. The Fireweed IP is described as the Purchased IP in the Asset Purchase Agreement, and it is more fully defined therein.
27. The terms of the Asset Purchase Agreement include:
 - a) The Purchaser will purchase all of the Purchased IP of Fireweed;
 - b) The purchase price of the Purchased IP is \$500,000 plus tax;
 - c) The purchase price will be paid by the Purchaser on the closing date;

- d) The Purchaser will pay a deposit of \$50,000 which shall form part of the purchase price;
 - e) The Purchaser's obligation to buy the Purchased IP is conditional on this Court's approval of the sale and granting of a vesting order in favour of the Purchaser by September 15, 2021 in which the net proceeds of sale stand in place of the Purchased IP; and
 - f) The closing date of the transaction is the day that is five business days after this Court's granting of a vesting order.
28. Fireweed's total assets have a net realizable value of approximately \$500,000 - \$530,000, which is comprised of the Purchased IP, including the intellectual property and trademarks, which has an estimated value of \$530,000.
29. At one stage, the trustee reported that Fireweed owned brewing equipment, including a bottling line and storage tanks, with an estimated realizable value of \$15,000. However, the trustee has been unable to locate this equipment.
30. The Receiver's initial offer to sell the Purchased IP to the Purchaser was for \$530,000, payable in monthly instalments until December 31, 2024. Fireweed and the Purchaser were unable to complete the proposed sale because Fireweed was unable to obtain the required discharges from all of the Respondents herein who have registered security interests in the British Columbia and Alberta Personal Property Security Registries.
31. As a result of Fireweed's assignment into bankruptcy, the Receiver concluded that a sale of the Intellectual Property to the Purchaser, on substantially the same terms as the proposed sale, represents the best possible recovery with respect to the assets of Fireweed. With the exception of a bottling line and storage tanks which the Trustee has been unable to locate and value to date, the Intellectual Property represents the only other known remaining asset of Fireweed.
32. After further negotiations, the parties ultimately agreed on a price of \$500,000, to be paid in one lump-sum.

33. The Purchaser has had the exclusive use and enjoyment of the Purchased IP since October 2018, when it entered into the License Agreement with Fireweed for the assets.
34. Since the License Agreement does not expire until December 31, 2024, it is unlikely that the Purchased IP is marketable until about that date.

No Prejudice to Interested Parties

35. The Receiver believes that the proposed sale represents the best opportunity to maximize the value of the Purchased IP for the benefit of the Bank of Montreal, Fireweed, and the guarantors.
36. The applicant is seeking an Order that the secured creditors having a secured interest in the Purchased IP, will have their secured interests attach in the same priority to the net proceeds of sale.
37. Further, the Purchaser has agreed to pay up to \$10,000 of the Receiver's legal fees incurred in relation to obtaining the Court's approval of sale and vesting order.

Part 3: LEGAL BASIS

1. Section 243(1)(a) of the *BIA* authorizes the Court to appoint a receiver to take possession of all or substantially all of the property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by that party.
2. Pursuant to section 247 of the *BIA*, a receiver shall act honestly and in good faith and deal with the property of the insolvent person in a commercially reasonable manner.
3. The receiver seeks an order vesting the purchased property in the purchaser, and substituting the net sale proceeds in place of the purchased property.
4. The factors that the Court ought to consider in determining whether to approve a sale of assets by a receiver include:
 - a) Whether the receiver made sufficient efforts to obtain the best price and did not act improvidently;

- b) The interests of all parties and, in particular, the interests of the secured creditors;
- c) The efficacy and integrity of the process by which offers were obtained; and
- d) Whether there has been unfairness in the process.

Royal Bank v. Soundair Corp. (1991), 7 C.B.R. (3d) 1 (O.N.C.A.) [*Soundair*] at para 16

5. As per *Soundair*, the Court will not lightly withhold approval of a sale by the receiver, as the receiver is an officer of this Court and “Only in a case where there seems to be some unfairness in the process of the sale or where there are substantially higher offers which would tend to show that the sale was improvident will the court withhold approval”.

Soundair at para 14

6. In *Soundair*, the Court relied upon the decision of *Crown Trust Co. v. Rosenberg*, (1986), 60 O.R. (2d) 87 [*Crown Trust*], which held that:

- a) “it is only in an exceptional case that the court will intervene and proceed contrary to the Receiver's recommendations if satisfied [...] that the Receiver has acted reasonably, prudently and fairly and not arbitrarily”; and

Crown Trust at para 111

- b) “the court must exercise extreme caution before it interferes with the process adopted by a receiver to sell an unusual asset. It is important that prospective purchasers know that, if they are acting in good faith, bargain seriously with a receiver and enter into an agreement with it, a court will not lightly interfere with the commercial judgment of the receiver to sell the asset to them”.

Crown Trust at para 124

7. As stated above, Fireweed’s assessed value of the Purchased IP is \$530,000, which was the starting price offered by the Receiver to the Purchaser. Ultimately, the sale price was negotiated to \$500,000, which in the Receiver’s opinion is the highest attainable price.
8. The Purchased IP cannot be sold to any other party, as pursuant to the License Agreement, the Purchaser is entitled to the exclusive use and enjoyment of the Purchased

IP until December 31, 2024. It is unknown what the value of the Purchased IP will be after the License Agreement expires.

9. There is no market for the Purchased IP, as it is tied up by a licence agreement. It is submitted that exceptional circumstances exist which make this sale advantageous despite the lack of marketing that would normally be required on a sale. Further, there is no opposition to the sale from parties with an interest in the assets or their proceeds, and the parties with an interest wish to see the assets converted into money.

Fright v Fright, 1996 CanLII 10205 (BCCA)
Olson v Miller, 2019 BCCA 278

10. If the sale is not approved, then ongoing monthly costs of the License Agreement/bankruptcy/receivership will be incurred.
11. It is in the best interest of the secured creditors that the Purchased IP be liquidated, as their interests will then attach and be secured to the net proceeds of sale.
12. In accordance with the *BIA*, the Receiver has acted honestly, in good faith, and in a commercially reasonable manner to sell the Purchased IP.

Part 4: MATERIAL TO BE RELIED ON

1. First Report of the Proposed Court-Appointed Receiver, dated August 18, 2021;
2. Asset Purchase Agreement dated September 3, 2021;
3. Receiver's Certificate;
4. Petition filed July 2, 2021;
5. Proposed Receivership Order; and
6. Affidavit of Steven Lum filed July 2, 2021.

The applicant estimates that the application will take 15 minutes.

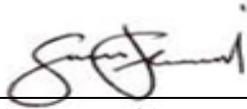
[X] This matter is to be heard by a judge at the same time as the hearing of the petition herein.

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 proceedings, 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).

Date: August 19, 2021



 Signature of lawyer for applicant
 Sameer Kamboj

<i>To be completed by the court only:</i>	
Order made	
<input type="checkbox"/> in the terms requested in paragraphs _____ of Part 1 of this notice of application	
<input type="checkbox"/> with the following variations and additional terms:	

Date: _____	_____
	Signature of <input type="checkbox"/> Judge <input type="checkbox"/> Master

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents

- discovery: production of additional documents
- other 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.

SCHEDULE A

List of Creditors

In the matter of the Receivership of
Fireweed Brewing Corp.
of the City of Kelowna, in the Province of British Columbia

Her Majesty The Queen In Right Of Canada

c/o Department of Justice Canada
900 - 840 Howe Street
Vancouver, BC V6Z 2S9
Attention: Jason Levine
Telephone: (604)666-0632
Email: Jason.levine@justice.gc.ca
Fax: (604)394-2988

Her Majesty The Queen In Right of the Province of British Columbia

c/o Deputy Attorney General
Ministry of Attorney General
PO Box 9290 Stn Prov Govt
Victoria, BC V8W 9J7
Via Email: AGLSBRevTaxInsolvency@gov.bc.ca

Her Majesty The Queen In Right of the Province of British Columbia

1802 Douglas Street
Victoria, BC V8T 4K6

Canada Revenue Agency

9755 King George Boulevard
Surrey, BC V3T 5E1

Bank of Montreal

c/o Lawson Lundell LLP
1600 Cathedral Place
925 West Georgia Street
Vancouver, BC V6C 3L2
Attention: Bryan C. Gibbons

49th Parallel Group Inc.

5 - 3402 - 8th Street SE
Calgary, AB T2G 5S7

49th Parallel Group Inc. dba Western Craft Alliance

c/o Registered Office
26 Auburn Glen Common SE
Calgary, Alberta T3M 0M9

49th Parallel Group Inc. DBA Western Craft Alliance

c/o Bison Credit Solutions
#5 - 3402 8th Street SE,
Calgary, Alberta T2G 5S7

Minister of Finance

PO Box 9445 Stn Prov Govt
Victoria, BC V8W 9V5

Raw Energy Ltd.

c/o 1910, 605 – 5th Ave. SW
Calgary, AB T2P 3H5

Raw Energy Ltd.

c/o Registered Office
25130 Escarpment Ridge View
Calgary, Alberta T3Z 3M7

Robert Maitland

53 Beddington Gardens NE
Calgary, AB T3K 4N9

Robert Maitland

2440 Cardigan Rd
Victoria, BC V8R 3S7

Ronald Kistic

620, 407 – 2nd Ave. SW
Calgary, AB T2P 2Y3

Ron Kistic

DOUG FLANNIGAN
FH&P Lawyers LLP
400 - 275 Lawrence Avenue
Kelowna, B.C. V1Y 6L2
Tel: 250.762.4222
Email: dfannigan@fhplawyers.com

Western Craft Alliance

5 - 3402 – 8th St. SE
Calgary, AB T2G 5S7

Bison Credit Solutions

5 - 3402 – 8th St. SE
Calgary, AB T2G 5S7

Big Rock Brewery Limited Partnership

c/o BD&P Burnet, Duckworth & Palmer LLP Law Firm
Suite 2400, 525-8th Ave SW
Calgary, AB T2P 1G1

Fireweed Brewing Corp.

c/o Deloitte Restructuring Inc.
939 Granville Street
Vancouver, BC V6Z 1L3

SCHEDULE B

No. VLC-S-S-216272
Vancouver Registry

In the Supreme Court of British Columbia

Between

BANK OF MONTREAL

PETITIONER

and

FIREWEED BREWING CORP., RAW ENERGY LTD., RONALD
KISIC, ROBERT MAITLAND, HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA, 49TH
PARALLEL GROUP INC. dba WESTERN CRAFT ALLIANCE

RESPONDENTS

ORDER MADE AFTER APPLICATION

(Approve Sale and Vesting Order)

BEFORE THE HONOURABLE

)
)
)

September 3, 2021

THE APPLICATION of Deloitte Restructuring Inc. in its capacity as court appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of Fireweed Brewing Corp. (“**Fireweed**”) coming on for hearing at Vancouver, British Columbia, on the 3rd day of September 2021; AND ON HEARING, Sameer Kamboj, counsel for the Receiver, Joel Schachter, counsel for the Bank of Montreal, and no one else appearing for any of the creditors or shareholders of Fireweed although duly served; AND UPON READING the material filed, including the First Report of the Receiver, dated August 18, 2021 (the “**Report**”);

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the “**Transaction**”) contemplated by the Asset Purchase Agreement dated September 3, 2021 (the “**Asset Purchase Agreement**”) between the Receiver and Big Rock Brewery Limited Partnership (the “**Purchaser**”), a copy of which is attached as Appendix “A” to the Report as well as this Order is hereby approved, and the Asset Purchase Agreement is commercially reasonable. The execution of the Asset Purchase Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional

documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Asset Purchase Agreement (the “**Purchased IP**”).

2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Appendix “B” hereto (the “**Receiver’s Certificate**”):
 - a. all of Fireweed’s right, title and interest in and to the Purchased IP described in the Asset Purchase Agreement in Appendix “A” hereto shall vest absolutely in the Purchaser in fee simple, 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 (collectively, the “**Claims**” and each a “**Claim**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court; 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; and, for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased IP are hereby expunged and discharged as against the Purchased IP; and
 - b. all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased IP. Without limiting the foregoing:
 - i. the Registrar of the British Columbia Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the British Columbia Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of Fireweed in any of the Purchased IP which are of a kind prescribed by applicable regulations as serial-number goods
3. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Asset Purchase Agreement. Presentment of this Order and the Receiver’s Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased IP of any Claims.

4. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased IP is required for the due execution, delivery and performance by the Receiver of the Asset Purchase Agreement.
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased IP shall stand in the place and stead of the Purchased IP, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased IP with the same priority as they had with respect to the Purchased IP immediately prior to the sale, as if the Purchased IP had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
6. The net proceeds from the sale of the Purchased IP after adjustments shall be paid to OWEN BIRD LAW CORPORATION, in trust, and shall be paid out in accordance with the following priorities without further order:
 - a. To Canada Revenue Agency, the amount required to pay its deemed trust claim under the *Income Tax Act*, RSC 1985, c. 1;
 - b. To Deloitte Restructuring Inc., the amount required to pay its fees and disbursements;
 - c. To Bank of Montreal, the amount required to pay the outstanding balance of the indebtedness owing from Fireweed Brewing Corp. to the Bank of Montreal, plus interest plus costs;
 - d. the balance then remaining of the proceeds of the sale, if any, to be paid into Court to the credit of this proceeding and to be held pending further Order of this Court.
7. Except as expressly provided for in the Sale Agreement or by section 97 of the British Columbia *Employment Standards Act*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against Fireweed.
8. Upon completion of the Transaction, Fireweed and all persons who claim by, through or under Fireweed in respect of the Purchased IP, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased IP, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased IP, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased IP, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased IP, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

9. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased IP for its own use and benefit without any interference of or by Fireweed, or any person claiming by, through or against Fireweed
10. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
11. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
12. Notwithstanding:
 - a. These proceedings;
 - b. Any applications for bankruptcy order in respect of Fireweed now or hereafter made pursuant to *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - c. any assignment in bankruptcy made by or in respect of Fireweed,

the vesting of the Purchased IP in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Fireweed and shall not be void or voidable by creditors of Fireweed, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

13. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
14. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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 Sameer Kamboj, lawyer for the
Receiver, Deloitte Restructuring Inc.

By the Court.

Registrar

Appendix A

ASSET PURCHASE AGREEMENT BETWEEN DELOITTE RESTRUCTURING INC. IN ITS CAPACITY AS THE RECEIVER OF FIREWEED BREWING CORP. AND BIG ROCK BREWERY LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, BIG ROCK BREWERY OPERATIONS CORP.

THIS AGREEMENT is made as of the 3rd day of September, 2021,

BETWEEN:

Deloitte Restructuring Inc., in its capacity as the court appointed receiver of Fireweed Brewing Corp., and not in its personal or corporate capacity, having an office at 939 Granville Street, Vancouver, B.C.

(the "**Vendor**")

AND:

Big Rock Brewery Limited Partnership, a limited partnership formed pursuant to the laws of Alberta

(the "**Purchaser**")

WHEREAS:

- A. On or about November 12, 2014, Fireweed Brewing Corp. ("**Fireweed**") entered into a loan transaction with Bank of Montreal whereby, among other things, Fireweed entered into a general security agreement whereby it granted a security interest (the "**Security Interest**") to Bank of Montreal over all of Fireweed's present and after acquired personal property.
- B. Fireweed is the owner of certain intellectual property (the "**Purchased IP**") as more fully defined below), which is subject to the Security Interest.
- C. Pursuant to a certain license agreement dated as of October 17, 2018, the Purchased IP was licensed to the Purchaser, pursuant to which the Purchaser was entitled to the full use and enjoyment of the Purchased IP until December 31, 2024.
- D. Fireweed made an assignment in bankruptcy with the Office of the Superintendent of Bankruptcy on April 12, 2021 and Deloitte Restructuring Inc. was, subject to confirmation by Fireweed's creditors, appointed Fireweed's trustee in bankruptcy.
- E. Pursuant to the application of Bank of Montreal, as the holder of the Security Interest, and the resulting order of the Court on _____, 2021, Deloitte Restructuring Inc. was appointed as the receiver and manager of Fireweed in respect of the property of Fireweed that is subject to the Security Interest (the "**Receiver**").

- F. The Purchaser has offered to purchase the Purchased IP on the terms and conditions contained herein, and its willingness to pay the Purchase Price is contingent upon the Vendor applying for and obtaining a vesting order in favour of the Purchaser.
- G. The Vendor has agreed to sell and the Purchaser has agreed to purchase all of Fireweed's right, title and interest in and to the Purchased IP on the terms and subject to the conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree with the others as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement, the following defined terms shall have the meanings ascribed below:

"**AB Contract Manufacturing Agreement**" means the Contract Manufacturing Agreement (AB Operations) dated October 17, 2018 between the Purchaser and Fireweed.

"**Agreement**" means this Purchase Agreement and the Schedules attached hereto.

"**Applicable Law**" means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives and orders of all federal, provincial, municipal and local governmental bodies (whether administrative, legislative, executive or otherwise) and judgments, orders and decrees of all courts, arbitrators, commissions or bodies exercising similar functions in actions or proceedings in which the Person in question is a Party, by which it is bound or having application to the transaction or event in question.

"**Assignment of Trademarks**" means the assignment agreement to be executed at Closing, which agreement shall be substantially in the form attached hereto as Schedule "C".

"**BC Contract Manufacturing Agreement**" means the Contract Manufacturing Agreement (BC Operations) dated October 17, 2018 between the Purchaser and Fireweed.

"**Business Day**" means any day other than a Saturday, Sunday or a day on which banks are not open for business in Vancouver, British Columbia or Calgary, Alberta.

"**Claim**" means any right, complaint, proceeding, action, suit or claim of any Person, including, as the context requires, any administrative, arbitral, regulatory or judicial proceedings, actions or suits, demands, demand letters, liens, notices of non-compliance or violation or investigations.

"**Closing**" or "**Close**" means the completion of the Transaction.

"**Closing Date**" means the fifth (5th) Business Day following the granting of the Vesting Order.

"**Court**" means the Supreme Court of British Columbia.

"**Deposit**" has the meaning ascribed thereto in Section 2.2(a)(i) herein.

"Encumbrances" means all mortgages, pledges, charges, liens, debentures, trust deeds, Claims, assignments by way of security or otherwise, security interests, conditional sales contracts or other title retention agreements, security created under the *Bank Act* (Canada), rights of first refusal, or similar interests or instruments charging or creating a security interest in the Purchased IP or any part thereof or interest therein, and any agreements, leases, licenses, options, restrictions, executions, or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Purchased IP or any part thereof or interest therein.

"Governmental Entity" means: (a) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (b) any subdivision or authority of any of the above; (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above; and (d) any stock exchange.

"GST" means the goods and services tax and harmonized sales tax levied under Part IX of the *Excise Tax Act* (Canada).

"Intellectual Property Rights" means any right or protection existing from time to time in a specific jurisdiction, whether registered or not, under any patent law or other invention or discovery law, copyright law, performance or moral rights law, trade-secret law, confidential information law (including breach of confidence), trade-mark law, passing off, or other similar laws, and includes legislation by competent governmental authorities and judicial decisions under common law or equity, and for greater certainty includes the right to file any applications, and the right to claim for the same the priority rights derived from any applications filed under any treaty, convention, or any domestic laws of a country in which a prior application is filed.

"License Agreement" means the License Agreement dated October 17, 2018 between the Purchaser and Fireweed.

"October 2018 Letter Agreement" means the Letter Agreement dated October 17, 2018 between Fireweed and the Purchaser.

"Outside Date" means September 15, 2021 or such other date as agreed to by the Parties in writing.

"Packaging" means the packaging for any beverages, including malt-based products and cider products that have been created, developed, manufactured, marketed and/or sold by or on behalf of Fireweed, which, prior to the Closing Date, was licensed to Purchaser under the License Agreement.

"Parties" means the Purchaser and the Vendor, collectively, and **"Party"** means either one of them as the context requires.

"Person" means an individual, corporation, body corporate, company, partnership, limited partnership, limited liability corporation or company, joint venture, association, trust or any trustee, executor, administrator or other legal representative.

"PST" means all provincial sales taxes payable under the relevant sales tax legislation of British Columbia.

"Purchase Price" has the meaning ascribed thereto in Section 2.2.

"Purchased IP" means all Intellectual Property Rights owned, created, conceived, developed or otherwise acquired by Fireweed at any time prior to the Closing Date, licensed to Fireweed, or used in the operation, conduct or maintenance of Fireweed's business, as it is currently and has historically been operated, conducted or maintained, together with: (a) all goodwill associated therewith; (b) all applications, registrations and renewals in connection therewith; (c) all rights of registration, maintenance, renewal and protection thereof; and (d) all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings associated with the Purchased IP. For the avoidance of doubt, the Purchased IP shall include, the Trademarks, Recipes, Packaging, and the rights to the domains shaftebury.com and treebeer.com.

"Purchaser" has the meaning ascribed thereto in the Recitals.

"Receiver" has the meaning ascribed thereto in the Recitals.

"Recipes" means the recipes for any beverages, including malt-based products and cider products that have been created, developed, manufactured, marketed and/or sold by or on behalf of Fireweed, which, prior to the Closing Date, was licensed to Purchaser under the License Agreement.

"Recitals" means the introduction and recitals to this Agreement.

"Schedule" means a schedule attached to this Agreement, as amended from time to time.

"September 2019 Letter Agreement" means the Letter Agreement dated September 11, 2019 between Fireweed and the Purchaser.

"Survival Period" means, with respect to:

- (a) any breach of a representation or warranty involving fraud or fraudulent misrepresentation, indefinitely following the Closing; and
- (b) with respect to all other representations and warranties of a Party set forth in Article 4, one year following the Closing Date.

"Trademarks" means the trademarks listed in Schedule "A", together with any other trademark registrations or common law trademark rights owned by or on behalf of Fireweed, as applicable.

"Transaction" means the purchase of the Purchased IP by the Purchaser as contemplated by this Agreement.

"Vendor" has the meaning ascribed thereto in the Recitals.

"Vesting Order" means an order of the Court approving the Transaction in accordance with the provisions of this Agreement, and vesting all of the Vendor's interest in and to the Purchased IP in the Purchaser free and clear of all Claims, Encumbrances and interests, such order to be substantially in the form attached hereto as Schedule "B" together with such modifications and amendments to such form as may be approved by both the Vendor and the Purchaser, acting reasonably.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) where this Agreement requires or contemplates that the Parties or any of them expend efforts (including by negotiating with each other in the creation of further documents and agreements) in furtherance of the objects and intent of this Agreement, the Parties shall engage in such efforts in a diligent, timely and bona fide manner with the intent to further such objects in a manner that is consistent with the terms, and the spirit and intent of this Agreement;
- (b) words importing the singular number include the plural and vice versa and words importing gender include all genders;
- (c) reference to any Person includes any successor or assign of such Person that is permitted under this Agreement, and reference to any Governmental Entity includes any successor to or replacement of such Governmental Entity;
- (d) if a term is defined in this Agreement, a derivative of that term shall have the corresponding meaning;
- (e) all dollar amounts referred to in this Agreement are stated in Canadian Dollars;
- (f) reference to a Person in a particular capacity excludes such Person in any other capacity;
- (g) unless otherwise provided herein, reference to any agreement, document or instrument means such agreement, document or instrument as amended, restated or modified and in effect from time to time pursuant to the terms thereof;
- (h) reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect from time to time, including rules and Applicable Laws promulgated thereunder, and reference to any section or other provision of any Applicable Law means that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or re-enactment of such section or other provision;
- (i) "Agreement", "this Agreement", "herein", "hereby", "hereunder", "hereof", "hereto" and words of similar import are references to the whole of this Agreement in which they are used and not, unless a particular Section or other part thereof is referred to, to any particular Section or other part;
- (j) references to an Article or Section by number or letter, or both, refer to this Agreement;
- (k) "including" means including without limiting the generality of any description preceding or succeeding such term;
- (l) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding"; and
- (m) where any action is to be taken on or as of a day that is not a Business Day, that action is to be taken on or as of the next following Business Day.

1.3 Headings

The division of this Agreement into Articles and Sections and the insertion of headings used throughout this Agreement are solely for convenience of reference and are not to be used as an aid in the interpretation of this Agreement. The words "Article" or "Section" followed by a number or a letter means or refers to the specified Article or Section of this Agreement.

1.4 Interpretation Not Affected by Party Drafting

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

1.5 Recitals

The Parties hereto agree that the Recitals are correct and are incorporated into this Agreement.

1.6 Schedules

The following Schedule is incorporated into and forms a part of this Agreement:

Schedule "A" – Trademarks

Schedule "B" – Form of Vesting Order

Schedule "C" – Form of Assignment of Trademarks

ARTICLE 2 **PURCHASE AND SALE**

2.1 Purchase and Sale

Upon the terms and subject to the conditions of this Agreement, the Vendor hereby agrees to sell, assign, transfer, convey and set over to the Purchaser, and the Purchaser hereby agrees to purchase, accept and receive from the Vendor, the entire right, title and interest, of Fireweed and/or the Vendor, as applicable, in and to the Purchased IP.

2.2 Purchase Price and Allocation

- (a) The aggregate purchase price to be paid by the Purchaser for the Purchased IP is \$500,000.00 (the "**Purchase Price**"), plus any applicable GST and PST pursuant to Section 2.4. The Purchase Price will be paid by the Purchaser to the Vendor as follows:
 - (i) the Purchaser shall pay to the Vendor, within two (2) Business Days of the execution of this Agreement, a deposit of fifty thousand dollars (\$50,000.00) (the "**Deposit**") to be held in trust by the Vendor and held and administered in accordance with Section 2.3 and the terms and conditions of this Agreement;
 - (ii) at Closing, the Purchaser shall pay to the Vendor the balance of the Purchase Price.

- (b) The Purchase Price shall be allocated as follows:
 - (i) for the Purchased IP (excluding goodwill), \$499,999.00;
 - (ii) for the goodwill associated with the Purchased IP, \$1.00.

2.3 Deposit

The Deposit shall not be held in an interest bearing account and shall be held by Vendor subject to the following conditions:

- (a) if the Transaction closes, the Deposit shall form a part of the Purchase Price then due and owing to the Vendor by the Purchaser;
- (b) if the condition set out in Section 3.2 is satisfied, but the Purchaser does not close the Transaction in breach of this Agreement, the Deposit will be absolutely forfeited to the Vendor as liquidated damages without prejudice to any other right or remedy of the Vendor; or
- (c) if the condition set out in Section 3.2 is not satisfied prior to the Outside Date, or, if satisfied, the Transaction does not close for any reason other than as set out in Section 2.3(b), the Vendor shall return the Deposit to the Purchaser, without interest, without prejudice to any other right or remedy of the Purchaser.

2.4 GST and Other Sales Taxes

- (a) The Purchase Price does not include GST and applicable PST and the Vendor and Purchaser agree that no amount will be paid by the Purchaser to the Vendor at Closing on account of GST and no amount will be collected by the Vendor from the Purchaser on account of GST.
- (b) The Vendor and the Purchaser represent and warrant to the other that it is a GST registrant and will continue to be a registrant as of the time of Closing for the purposes of Part IX of the *Excise Tax Act*.
- (c) If it is determined that any GST or PST is payable in respect of the Transaction, the Purchaser acknowledges and agrees that it is responsible for and shall pay all applicable GST and PST pertaining to the Transaction and any applicable GST and PST payable in respect of the Transaction shall be remitted directly to the applicable Governmental Entity by the Purchaser.

2.5 Adjustments

The Parties agree that the Purchaser shall be responsible for 50% of the Vendor's reasonable legal fees and expenses incurred in respect of the Transaction, including in respect of any Court applications (the "**Legal Fees**") up to a maximum total of \$20,000.00 such that the Purchaser's maximum liability for the Legal Fees shall be \$10,000.00. Two Business Days prior to Closing, the Vendor shall provide the Purchaser with a copy of an invoice setting forth the Legal Fees and the

Purchaser shall pay its share at Closing in addition to the balance of the Purchase Price payable pursuant to Section 3.4(b)(i).

2.6 Form of Payment

All payments to be made pursuant to this Agreement shall be made by way of electronic funds transfer, bank draft, certified cheque or wire transfer.

ARTICLE 3 CLOSING AND CONDITION

3.1 Closing

Subject to and in accordance with the terms of this Agreement, including the satisfaction of the condition in Section 3.2 and delivery by the Parties of the items set forth in Section 3.4, Closing will take place on the Closing Date by means of an electronic closing in which the documentation required to effect the Transaction will be delivered by electronic mail exchange of signature pages in PDF or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals. Beneficial ownership, risk and possession of the Purchased IP shall pass from the Vendor to the Purchaser upon Closing.

3.2 Condition to Closing

The obligation of the Purchaser to complete the Transaction is conditional upon the Vendor obtaining the Vesting Order granted by the Court on or before the Outside Date.

3.3 Grounds for Termination

- (a) This Agreement may be terminated at any time prior to Closing:
 - (i) by a Party, upon written notice to the other Party, any time after the Outside Date if (A) the Vesting Order has not been obtained; or (B) Closing has not occurred within thirty (30) days of the Outside Date and such failure to close was not caused by or as a result of the terminating Party's breach of this Agreement; or
 - (ii) by written agreement of the Vendor and the Purchaser.
- (b) Notwithstanding any termination of this Agreement as permitted under Section 3.3(a) or as otherwise provided in this Agreement, the Deposit shall be governed by Section 2.3 which section shall remain in full force and effect following any such permitted termination.

3.4 Closing Deliveries

- (a) The Vendor shall deliver (or cause to be delivered) to the Purchaser on the Closing Date:
 - (i) a Court certified copy of the Vesting Order, provided that, if the Vendor has applied for a Court certified copy of the Vesting Order, but has not received from the Court a copy thereof, the Vendor shall deliver a regular

copy of the Vesting Order at Closing and shall deliver the Court certified copy of the Vesting Order to the Purchaser forthwith upon receipt;

- (ii) the Receiver's Certificate substantially in the form set out in the Vesting Order, duly executed by the Vendor;
 - (iii) a certificate of the Vendor certifying that all representations and warranties of the Vendor contained in Section 4.1 are true and correct in all material respects as of the Closing Date with the same force and effect as if made at and as of such time;
 - (iv) the Assignment of Trademarks, duly executed by the Vendor;
 - (v) a receipt for the Purchase Price; and
 - (vi) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.
- (b) The Purchaser shall deliver (or cause to be delivered) to the Vendor on the Closing Date:
- (i) the balance of the Purchase Price in the manner set out in Section 2.5;
 - (ii) a certificate of the Purchaser certifying that all representations and warranties of the Purchaser contained in Section 4.2 are true and correct in all material respects as of the Closing Date with the same force and effect as if made at and as of such time;
 - (iii) the Assignment of Trademarks, duly executed by the Purchaser; and
 - (iv) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

3.5 Termination of Prior Agreements

Provided Closing occurs, the Vendor and the Purchaser agree that the:

- (a) License Agreement;
- (b) AB Contract Manufacturing Agreement;
- (c) BC Contract Manufacturing Agreement;
- (d) October 2018 Letter Agreement; and
- (e) September 2019 Letter Agreement

shall terminate effective as of the Closing Date without any further obligation to either the Purchaser or Vendor.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor

The Purchaser acknowledges that it is acquiring the Purchased IP on an "as is, where is" basis, and unconditionally acknowledges and agrees that the Vendor has not made any term, condition, representation, warranty or covenant express or implied with regard to the Purchased IP, other than in this Section 4.1. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased IP and that the Purchaser has conducted or will have conducted such inspections of the status of and title to the Purchased IP as it deems appropriate and has satisfied itself with regard to these matters.

The Vendor makes no representations and warranties to the Purchaser other than the following, and acknowledges that the Purchaser is relying on such representations and warranties in entering into this Agreement and in connection with the completion of the Transaction:

- (a) the Vendor is duly organized, valid and subsisting, and registered to carry on business in British Columbia and pursuant to its appointment as the Receiver has been appointed as receiver and manager of the Purchased IP and such appointment is valid and subsisting and has not been varied or amended;
- (b) this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor enforceable against it in accordance with the terms of this Agreement;
- (c) subject to the Vesting Order being granted, the Vendor has the power, authority and capacity to enter into this Agreement and to complete the transactions contemplated therein, subject to the terms of this Agreement;
- (d) the Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Vendor;
- (e) the Vendor has the authority to sell Fireweed's entire right, title and interest in and to the Purchased IP; and
- (f) since its appointment as the trustee in bankruptcy of Fireweed and its appointment as Receiver of Fireweed, the Vendor has not previously sold, transferred or assigned any of Fireweed's right, title and interest in and to the Purchased IP.

4.2 Representations and Warranties by the Purchaser

The Purchaser hereby represents and warrants to the Vendor, and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and in connection with the completion of the Transaction:

- (a) the Purchaser is duly organized, valid and subsisting, and registered to carry on business in Alberta and British Columbia;

- (b) the Purchaser has the requisite corporate capacity, power and authority to execute this Agreement and the other agreements, documents and instruments required to be delivered hereby and to perform the obligations to which it becomes subject thereby;
- (c) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with the terms hereof;
- (d) the consummation of the Transaction will not violate, or be in conflict with, any of the constating documents, by-laws or governing documents of the Purchaser, any resolution of the directors or shareholders of the Purchaser, any judgment, decree, order, law, statute, rule or regulation applicable to the Purchaser or any contract to which the Purchaser is a party;
- (e) there are no existing, pending or (to the Purchaser's knowledge) threatened Claims against the Purchaser which might reasonably be expected to adversely affect its ability to complete the Transaction; and
- (f) the Purchaser is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

4.3 Survival of Representations and Warranties

The representations and warranties in this Article 4 shall be true and correct as of the date hereof and as the Closing Date (which the Vendor and the Purchaser shall certify in a certificate provided pursuant to Sections 3.4(a)(iii) and 3.4(b)(ii) respectively), and shall continue in full force and effect and shall survive Closing for the Survival Period for the benefit of the applicable Party.

ARTICLE 5 **FURTHER ASSURANCES**

5.1 Further Assurances

- (a) The Vendor shall provide all reasonable assistance as requested by the Purchaser to facilitate any regulatory or other requirements to transfer the Purchased IP to the Purchaser, including assisting with any transfer requirements established by the BCLDB and the AGLC.
- (b) Without limiting section 5.1(a), upon Closing there shall be an actual or deemed transfer by the Vendor to the Purchaser of Fireweed's legal and beneficial title to, and property in, the Purchased IP as of the Closing Date. Each of the Parties agrees to execute and deliver all such other and additional instruments and documents and to do such other acts and things as may be reasonably necessary and appropriate from time to time to carry out the terms and intent of this Agreement.
- (c) Nothing in this Section 5.1 shall create any obligation on the part of the Vendor to take any action after the date that is 30 days after the Closing Date unless not less than three (3) Business Days prior to that date, the Purchaser delivers written notice to the Vendor of the reasonable specific actions it requires the Vendor to take and provided that the costs associated therewith (including but not limited to the expenses and hourly charges of the

Vendor and its counsel in connection with the ongoing appointment of the Vendor as Receiver, and all applicable taxes) shall be the obligation of the Purchaser and the Purchaser agrees to pay such costs within ten (10) Business Days following delivery by the Vendor to the Purchaser of an invoice itemizing such costs.

ARTICLE 6
PRESS RELEASE

6.1 Press Release

The Purchaser shall be entitled to issue a news release disclosing the material terms hereof to the extent required by Applicable Law, or in order to comply with any disclosure requirements under securities or stock exchange rules.

ARTICLE 7
NOTICES

7.1 Notices

Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be sufficiently given if delivered by hand, by electronic communication, by prepaid courier service or by certified or registered mail, postage prepaid and return receipt requested, to the other Party at their addresses set forth below:

(a) if to the Purchaser:

BIG ROCK BREWERY LIMITED PARTNERSHIP
5555 – 76 Avenue SE
Calgary, Alberta T2C 4L8
Email: warsenault@bigrockbeer.com

(b) if to the Vendor

DELOITTE RESTRUCTURING INC.
939 Granville St.
Vancouver, BC V6Z 1L3
Email: pachambers@deloitte.ca

or to such other address as such Party may hereafter designate by notice in writing from time to time. Any communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent during normal business hours on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by overnight courier shall be deemed to have been given and made and to have been received on the next Business Day. Any such communication given or made in any other manner shall be deemed

to have been given or made and to have been received only upon actual receipt. Any party may from time to time change its address under this Section by notice to the other party given in the manner provided by this Article 7.

ARTICLE 8
MISCELLANEOUS

8.1 Entire Agreement

This Agreement, when executed, constitutes the entire agreement between the Parties regarding the matters expressly provided herein, and supersedes in its entirety all prior agreements and discussions between the Parties regarding the Transaction, whether written or oral, including the Letter of Intent accepted by Fireweed on June 22, 2020, which will have no effect, and the Parties expressly waive the right to base its stand on any such agreements, letter of intent or previous discussions, including the interpretation of this Agreement.

8.2 Amendment or Waiver

Except as otherwise expressly permitted or specified herein, this Agreement will not be amended except by written agreement that is signed by the authorized signing representatives of each of the Parties. No waiver of any obligation or any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific obligation or breach waived.

8.3 Severability

If any provision of this Agreement is determined by an arbitrator or any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the Transaction is not affected in any manner materially adverse to the Parties.

8.4 Benefit of the Agreement

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

8.5 Governing Law

This Agreement shall, in all respects, be subject to and interpreted, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to its conflicts of laws principles. Each Party attorns to and accepts the jurisdiction of the courts of the Province of British Columbia or the federal courts of Canada, as applicable.

[Signature Page Follows.]

8.6 Counterparts

This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by facsimile, email or any other form of electronic transmission.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the day and year first above written.

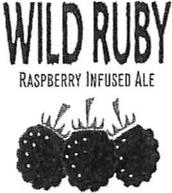
DELOITTE RESTRUCTURING INC., in its capacity as the court-appointed receiver of FIREWEED BREWING CORP., and not in its personal or corporate capacity

Per: _____
Authorized Signatory

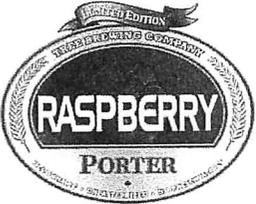
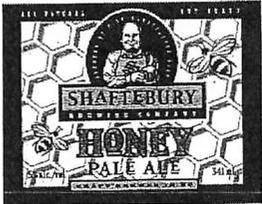
BIG ROCK BREWERY LIMITED PARTNERSHIP, by its general partner, BIG ROCK BREWERY OPERATIONS CORP.

Per: _____
Authorized Signatory

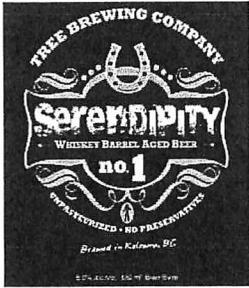
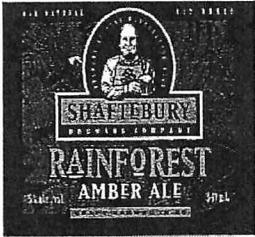
**SCHEDULE "A"
TRADEMARKS**

Trademark	Application Number	Registration Number
Granfondo	1528142	TMA855869
<p>Mellow Moon & Design</p> 	1637180	TMA898688
<p>Wild Ruby & Design</p> 	1637178	TMA888097
<p>Tree Brewing & Design (Full Version)</p> 	1412608	TMA754879
<p>Kelowna Pilsner & Design</p> 	1338982	TMA742386

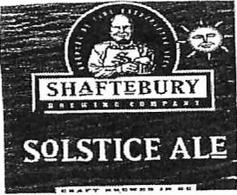
Trademark	Application Number	Registration Number
Thirsty Beaver	1290755	TMA691877
Vertical Winter Label Design 	1503823	TMA822821
Hophead 45 Label Design 	1462055	TMA785160
Character 8 Pack	1290750	TMA703636
Two Jack Ale & Design 	0769426	TMA486807
Captivator	1503820	TMA818760
Raspberry Porter Label Design	1412614	TMA780989

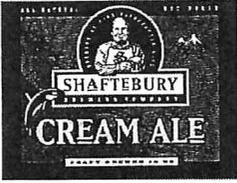
Trademark	Application Number	Registration Number
		
Beer With Character For People With Character	1345758	TMA718321
Cutthroat	1290754	TMA688677
Banff Brewery & Design 	0769425	TMA485069
Spy	1347299	TMA736344
Shaftsbury Honey Pale Ale & Design 	1145338	TMA602419
Shaftsbury Hemp Ale & Design 	1145336	TMA603733

Trademark	Application Number	Registration Number
Shaftebury & Brewer Design 	0842855	TMA510984
Tree Brewing & Design 	1387089	TMA754500
Rainforest	1145328	TMA602839 - Expunged - Failure to Renew on October 3, 2019
Beach Blonde	1503819	TMA809084
Beer With Character	1412613	TMA754878
Shaftebury Four Twenty	1215314	TMA690286
Shaftebury Solstice Ale	1047652	TMA553373
Molto Bella & Design	1637179	TMA898689

Trademark	Application Number	Registration Number
 <p>TREE BREWING CO. MOLTO BELLA ESPRESSO IPA LIMITED EDITION UNPASTEURIZED - NO PRESERVATIVES <i>Brewed in Kelowna, BC</i></p>		
<p>Serendipity Label Design</p>  <p>TREE BREWING COMPANY Serendipity WHISKEY BARREL AGED BEER no. 1 UNPASTEURIZED - NO PRESERVATIVES <i>Brewed in Kelowna, BC</i></p>	1503821	TMA827699
<p>Shaftebury Rainforest Amber Ale & Design</p>  <p>SHAFTEBURY BREWING COMPANY RAINFORST AMBER ALE</p>	1145339	TMA603731
Shaftebury	0728615	TMA429712
Tree Brewing	1349138	TMA738359
Two Jack Ale	0744552	TMA472062
Knox Mountain & Design	1718623	TMA934736

Trademark	Application Number	Registration Number
		
<p data-bbox="228 558 493 590">Monkey Pod & Design</p> 	<p data-bbox="776 558 875 585">1718618</p>	<p data-bbox="1138 558 1284 585">TMA934762</p>
<p data-bbox="228 831 334 863">Hophead</p>	<p data-bbox="776 831 875 858">1290751</p>	<p data-bbox="1138 831 1284 858">TMA685689</p>
<p data-bbox="228 924 488 955">Jumpin Jack & Design</p> 	<p data-bbox="776 924 875 951">1637186</p>	<p data-bbox="1138 924 1284 951">TMA897933</p>
<p data-bbox="228 1260 602 1291">Dukes Cider Co & Label Design</p> 	<p data-bbox="776 1260 875 1287">1510071</p>	<p data-bbox="1138 1260 1284 1287">TMA820920</p>
<p data-bbox="228 1608 326 1640">Solstice</p>	<p data-bbox="776 1608 875 1635">1145327</p>	<p data-bbox="1040 1608 1393 1696">TMA602838 - Expunged – Failure to Renew on October 3, 2019</p>
<p data-bbox="228 1743 602 1801">Shaftbury Summer Solstice Ale & Design</p>	<p data-bbox="776 1743 875 1770">1145326</p>	<p data-bbox="1138 1743 1284 1770">TMA625753</p>

Trademark	Application Number	Registration Number
		
Shaftebury 420	1208054	TMA705800
Beach Blonde Label Design 	1504151	TMA828543
HopHead & Design 	1718621	TMA934740
Shaftebury Summer Solstice Ale	1047640	TMA559066
Shaftebury Foggy Ale	1044889	TMA553371
Spiced Reserve Label Design 	1503822	TMA818577
Tree Brewing & Design (Stacked Version)	1412612	TMA754880

Trademark	Application Number	Registration Number
		
<p>Cougar</p>	<p>1290749</p>	<p>TMA685690</p>
<p>Shaftebury Cream Ale & Design</p> 	<p>1145337</p>	<p>TMA602240</p>
<p>Shaftebury Winter Solstice Ale & Design</p> 	<p>1145325</p>	<p>TMA604674</p>
<p>Two Jack Ale & Design</p> 	<p>0769426</p>	<p>TMA486807</p>
<p>Banff Brewery & Design</p> 	<p>0769425</p>	<p>TMA485069</p>
<p>Two Jack Ale</p>	<p>0744552</p>	<p>TMA472062</p>

Trademark	Application Number	Registration Number
	n/a	n/a
	n/a	n/a
Season Pass 12 cans	n/a	n/a
Season Pass 8 pack	n/a	n/a
Hammock Time	n/a	n/a
Honey Pilsner	n/a	n/a
Day Trippin Copper Ale	n/a	n/a
Pedal Head Pale Ale	n/a	n/a
SUP Session Ale	n/a	n/a
Road Rash Kolsch	n/a	n/a
Rail Trail Common Ale	n/a	n/a
Mulligan Lager	n/a	n/a
Puck Drop Pilsner	n/a	n/a

Trademark	Application Number	Registration Number
Yard Sale Pale Ale	n/a	n/a
BlueBird Lager	n/a	n/a
Trestle ESB	n/a	n/a
Groove Ale	n/a	n/a
MadCap Belgian White Ale	n/a	n/a

APPENDIX B

No. VLC-S-S-216272
Vancouver Registry

In the Supreme Court of British Columbia

Between

BANK OF MONTREAL

PETITIONER

and

FIREWEED BREWING CORP., RAW ENERGY LTD., RONALD
KISIC, ROBERT MAITLAND, HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA, 49TH PARALLEL GROUP
INC. dba WESTERN CRAFT ALLIANCE

RESPONDENTS

IN THE SUPREME COURT OF BRITISH COLUMBIA

RECEIVER'S CERTIFICATE

RECITALS

- A. Pursuant to an order made herein by the honourable Mister/Madam Justice _____ of the Supreme Court of British Columbia dated September 3, 2021, Deloitte Restructuring Inc. was appointed as the Receiver (the "**Receiver**") of the undertakings, property and assets of Fireweed Brewing Corp. (the "**Debtor**").
- B. Pursuant to an order made herein by the honourable Mister/Madam Justice _____, dated September 3, 2021, the Supreme Court of British Columbia approved the Asset Purchase Agreement (the "**Sale Agreement**") between Deloitte Restructuring Inc., in its capacity as the Receiver of Fireweed Brewing Corp., and Big Rock Brewery Limited Partnership, by its general partner, Big Rock Brewery Operations Corp. (the "**Purchaser**") as appended to the First Report of the Receiver, dated August 18, 2021, and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased IP, as defined in the Sale Agreement,

which vesting is to be effective with respect to the Purchased IP upon the delivery by the Receiver to the Purchaser of a certificate confirming:

- i. The payment by the Purchaser of the Purchase Price for the Purchased IP;
- ii. That the condition to closing as set out in Article 3.2 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
- iii. The transaction contemplated by the Sale Agreement, has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. The transaction as contemplated by the Sale Agreement has been completed to the satisfaction of the receiver.
2. This certificate was delivered by the Receiver on _____, 2021.

DELOITTE RESTRUCTURING INC., in its capacity as the court appointed Receiver of Fireweed Brewing Corp., and not in its personal or corporate capacity

Per: _____
Paul Chambers

Title: Senior Vice-President