BUSINESS COMBINATION AGREEMENT

by and among

GLORIOUS CREATION LIMITED

AEROPONICS INTEGRATED SYSTEMS INC.

AND

THE SHAREHOLDERS OF AEROPONICS INTEGRATED SYSTEMS INC.

dated as of

July 30, 2023

TABLE OF CONTENTS

Page

BUSINESS COMBINATION AGREEMENT

This Business Combination Agreement (this "**Agreement**"), dated as of July 30, 2023, is entered into by and among Glorious Creation Limited, a British Columbia corporation ("**Glorious**"), Aeroponics Integrated Systems Inc., a California corporation (the "**Company**") and each of the certain shareholders of the Company (the "**Company Shareholders**") identified in Exhibit A hereto who after the execution date of this Agreement (the "**Execution Date**") agree to become a party to, and bound by, this Agreement by executing a Company Joinder Agreement. Each of Glorious, the Company, and the Company Shareholders may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

A. The Company Shareholders own a majority of the issued and outstanding shares of common stock of the Company.

B. The board of directors of Glorious has determined that it would be in the best interests of Glorious to combine the businesses conducted by Glorious and the Company.

C. The Company and Glorious previous entered into a share exchange agreement, dated May 3, 2022, as amended by the amending agreement dated September 13, 2022 (the "**Share Exchange Agreement**").

D. The Share Exchange Agreement had an outside date of July 31, 2023, and the Parties wish for this Agreement to replace and supersede the Share Exchange Agreement.

E. Prior to the Closing, it is contemplated that the Company will complete a reorganization of the share capital of the Company (the "**Pre-Closing Reorganization**") such that: (i) a new class of common stock, designated as "Class B common stock" (the "**AeroBloom Class B Common Stock**"), will be created and the Company Shareholders will exchange each share of common stock of the Company held by the Company Shareholders for one share of the AeroBloom Class B Common Stock; (ii) the existing common stock of the Company will be re-designated as "Class C common stock" (the "**AeroBloom Redeemable Stock,**" and, together with the AeroBloom Class B Common Stock, the "**AeroBloom Common Stock**") and amended to have the rights and restrictions, including without limitation, contain a mandatory redemption right, as set out in Exhibit E hereto; and (iii) a new class of common stock will be created and designated as " Class A common stock" (the "**AeroBloom Class A Common Stock**").

F. At the Effective Time, pursuant to this Agreement and the Plan of Arrangement, the following will occur: (i) Glorious will amend its Notice of Articles and Articles to create the Glorious Multiple Voting Shares and re-designate amend the Glorious Common Shares as Glorious Subordinate Voting Shares; (ii) Glorious will issue to the Company a certain number of Glorious Subordinate Voting Shares in consideration for the Company issuing a certain number of shares of AeroBloom Class A Common Stock to Glorious as fully paid and non-assessable subordinate shares in the capital of Glorious; (iii) the Company will issue to Glorious a certain number of shares of shares of AeroBloom Class A Common Stock in consideration for Glorious issuing a certain number of Glorious

Subordinate Voting Shares to the Company as fully paid and non-assessable shares of Class A common stock in the capital of the Company; (iv) the Company will redeem all but not less than all of the then outstanding shares of AeroBloom Redeemable Stock (other than shares of AeroBloom Redeemable Stock held by Glorious, if any) in exchange for the Glorious Subordinate Voting Shares; and (v) the Company Shareholders will transfer and Glorious will accept from the Company Shareholders the shares of AeroBloom Class B Common Stock held by them in exchange for Glorious Multiple Voting Shares.

G. For United States federal income tax purposes: (i) the Transactions are intended to constitute a "reorganization" within the meaning of Section 368(a) of the Code; (ii) the exchange by the shareholders of the Company of all of their shares of AeroBloom Common Stock for Glorious Shares pursuant to this Agreement and the Plan of Arrangement is intended to be treated as an exchange described in Section 351(a) and 354(a)(1) of the Code; and (iii) upon completion of the Transactions, Glorious is intended to be classified as a U.S. domestic corporation in accordance with the provisions of Section 7874(b) of the Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

Section 1.1 Definitions

In this Agreement including the preamble thereof, unless the context otherwise requires, the following words shall have the following meanings:

(1) "**Acquisition Proposal**" has the meaning ascribed thereto in Section 8.7(1);

(2) "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at Law or in equity;

(3) "**AeroBloom Class A Common Stock**" means the shares of AeroBloom Class A common stock;

(4) "**AeroBloom Class B Common Stock**" means the shares of AeroBloom Class B common stock;

(5) "**AeroBloom Common Stock**" has the meaning set forth in Recital C of this Agreement;

(6) "**AeroBloom Financial Statements**" means, collectively, the audited financial statements of the Company for the fiscal years ended December 31, 2022 and 2021 and the period from incorporation to December 31, 2020, prepared in accordance with U.S. GAAP on a consistent basis;

(7) "**AeroBloom Licensed Intellectual Property**" means the Intellectual Property in and to the AeroBloom Technology that is owned by a person other than the Company and that is listed on Exhibit K;

(8) "**AeroBloom Material Contracts**" means all of the Contracts of the Company set forth in Exhibit I;

(9) "**AeroBloom Owned Intellectual Property**" means the Intellectual Property in and to the AeroBloom Technology that is owned by the Company and that is listed on Exhibit K;

(10) "**AeroBloom Redeemable Stock**" means the shares of the AeroBloom Class C common stock;

(11) "**AeroBloom Technology**" has the meaning ascribed thereto in Section 5.1(47);

(12) "**AeroSynergy Acquisition**" means the acquisition by Glorious of not less than a 75% interest in and to AeroSynergy, LLC, the wholly-owned subsidiary of the Company;

(13) "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise;

(14) "**Agreement**" means this business combination agreement among the Parties entered into for the purpose of effecting the Arrangement, including the exhibits and schedules attached hereto, as the same may be supplemented or amended from time to time;

(15) "**Applicable Anti-Money Laundering Laws**" has the meaning ascribed thereto in Section 5.1(13);

(16) "**Applicable Securities Laws**" means Canadian Securities Laws and United States Securities Laws, as applicable in the circumstances;

(17) "**Arrangement**" means the arrangement pursuant to Division 5 of Part 9 of the BCBCA on the terms and pursuant to the conditions set forth in the Plan of Arrangement, subject to any amendments to the Plan of Arrangement made in accordance with the terms of this Agreement or made at the direction of the Court in the Final Order with the prior written consent of Glorious;

(18) "**Arrangement Parties**" means, collectively, Glorious and the Company;

(19) "**Articles**" means the articles of Glorious;

(20) "**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations thereunder, as amended from time to time;

(21) "**Books and Records**" means all technical, business and financial records, financial books and records of account, books, data, reports, files, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;

(22) "**Business**" means the business of the Company as presently conducted;

(23) "**Business Day**" means any day except Saturday, Sunday or any other day on which commercial banks located in Vancouver, British Columbia or Irvine, California are authorized or required by Law to be closed for business;

(24) "**Buyer Indemnitees**" has the meaning ascribed thereto in Section 11.2;

(25) "**Canadian Information Circular**" means the notice of the Glorious Meeting to be sent to Glorious Shareholders and the accompanying management information circular to be prepared and sent in connection with the Glorious Meeting, together with any amendments thereto or supplements thereof in accordance with the terms of this Agreement;

(26) "**Canadian Securities Laws**" means the *Securities Act* (British Columbia) and the equivalent legislation in the other provinces and in the territories of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each of the provinces and territories of Canada and the published rules and policies of the CSE;

(27) "**Closing**" has the meaning ascribed thereto in Section 2.6;

(28) "**Closing Date**" has the meaning ascribed thereto in Section 2.6;

(29) "**Code**" means the United States Internal Revenue Code, as amended;

(30) "**Company**" means Aeroponics Integrated Systems Inc., a corporation existing under the Laws of California;

(31) "**Company Disclosure Letter**" means the disclosure letter of the Company delivered to Glorious on the date hereof;

(32) "**Company Information**" has the meaning ascribed thereto in Section 4.2(1);

(33) "**Company Joinder Agreement**" has the meaning ascribed thereto in Section 2.2;

(34) "**Company Reorganization Shares**" means, collectively, AeroBloom Class A Common Stock, AeroBloom Class B Common Stock and AeroBloom Redeemable Stock;

(35) "**Company Shareholder Indemnitees**" has the meaning ascribed thereto in Section 11.3;

(36) "**Company Shareholder Representative**" has the meaning ascribed thereto in Section 9.6(1);

(37) "**Company Shareholders**" has the meaning set forth on page 1 of this Agreement;

(38) "**Company Shares**" means shares of existing common stock in the capital of the Company;

(39) "**Company's Knowledge**" or any other similar knowledge qualification related to the Company, means the actual knowledge of the Founders, after due inquiry;

(40) "**Contracts**" (individually, a "**Contract**") means all written or oral outstanding contracts and agreements, leases (including real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by a Party or to which a Party is bound or under which a Party has, or will have, any rights or obligations and includes, but is not limited to, rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;

(41) "**Consideration Shares**" means, collectively, the Glorious Subordinate Voting Shares and the Glorious Multiple Voting Shares to be issued pursuant to this Agreement;

(42) "**Corporate Records**" means the corporate records of a corporation, including: (a) its articles, notice of articles, by-laws or other constating documents, any unanimous shareholders agreement and any amendments thereto; (b) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (c) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (d) all accounting records;

(43) "**Court**" means the Supreme Court of British Columbia;

(44) "**CSE**" means the Canadian Securities Exchange;

(45) "**Depositary**" means Odyssey Trust Company or such other Person as Glorious appoints in writing;

(46) "**Direct Claim**" has the meaning ascribed thereto in Section 11.4(4);

(47) "**Dollars**" or **"$"** means the lawful currency of Canada;

(48) "**Effective Date**" has the meaning ascribed thereto in the Plan of Arrangement;

(49) "**Effective Time**" has the meaning ascribed thereto in the Plan of Arrangement;

(50) "**Encumbrance**" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership;

(51) "**Escrow Agent**" has the meaning ascribed thereto in Section 8.3(2)

(52) "**Escrowed Proceeds**" has the meaning ascribed thereto in Section 8.3(2);

(53) "**Execution Date**" means the date of execution of this Agreement by Glorious and the Company;

(54) "**Fairness Opinion**" has the meaning ascribed thereto in Section 10.1(3);

(55) "**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA, in a form acceptable to Glorious, approving the Arrangement, as such order may be amended by the Court with the consent of Glorious at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended, on appeal, provided that any such amendment is acceptable to Glorious and complies with the restrictions on amendment set forth in Section 12.13;

(56) "**Finders**" means Liam L. Corcoran Law Corporation, Dragon Capital Corp. and Tuqo Ventures Ltd.

(57) "**Finders' Shares**" has the meaning set forth in Section 2.7;

(58) "**Founder Employment Agreement**" means the employment agreement substantially in the form attached as Exhibit H hereto, to be entered into between the Company and each Founder and acknowledged and accepted by Glorious;

(59) "**Founders**" means Dale Devore, Darren Walz and Kevin McDoneld, and "**Founder**" means any of them individually;

(60) "**GAAP**" means United States generally accepted accounting principles in effect from time to time;

(61) "**Glorious**" means Glorious Creation Limited, a corporation existing under the Laws of the Province of British Columbia;

(62) "**Glorious Arrangement Resolution**" means a special resolution of the Glorious Shareholders in respect of the Arrangement to be considered at the Glorious Meeting, in substantially the form of Exhibit D hereto;

(63) "**Glorious Common Shares**" means the common shares in the capital of Glorious;

(64) "**Glorious Disclosure Documents**" has the meaning ascribed thereto in Section 7.1(10);

(65) "**Glorious Financial Statements**" has the meaning ascribed thereto in Section 7.1(15);

(66) "**Glorious' Knowledge**" or any other similar knowledge qualification related to Glorious, means the actual knowledge of Ke Feng (Andrea Yuan), Chief Financial Officer, and Liam Corcoran, Chief Executive Officer, after due inquiry;

(67) "**Glorious Meeting**" means the meeting of Glorious Shareholders, including any adjournment or postponement thereof in accordance with the terms of this Agreement, that is to be convened as provided by the Interim Order to consider, and if deemed advisable approve, the Glorious Arrangement Resolution;

(68) "**Glorious Multiple Voting Shares**" means the multiple voting shares in the capital of Glorious, which will have the special rights and restrictions as set out in Exhibit G hereto;

(69) "**Glorious Shareholders**" means the holders of Glorious Common Shares as of the record date for the Glorious Meeting;

(70) "**Glorious Shares**" means, together, the Glorious Multiple Voting Shares and the Glorious Subordinate Voting Shares;

(71) "**Glorious Subordinate Voting Shares**" means subordinate voting shares in the capital of Glorious, which will have the special rights and restrictions as set out in Exhibit F hereto;

(72) "**Glorious Warrants**" means the warrants to purchase Glorious Common Shares;

(73) "**Governmental Authority**" means any federal, state, provincial, local or foreign government or political subdivision thereof, or any agency, or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi- governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction;

(74) "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority;

(75) "**IFRS**" means International Financial Reporting Standards applicable as at the date on which date such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years;

(76) "**Indemnified Party**" has the meaning ascribed thereto in Section 11.4;

(77) "**Indemnifying Party**" has the meaning ascribed thereto in Section 11.4;

(78) "**Intended Tax Treatment**" has the meaning ascribed thereto in Section 4.4;

(79) "**International Jurisdiction**" has the meaning ascribed thereto in Section 6.1(16).

(80) "**Interim Order**" means the interim order of the Court contemplated by Section 4.1(2) of this Agreement and made pursuant to Section 291 of the BCBCA, providing for, among other things, the calling and holding of the Glorious Meeting, as the same may be amended by the Court with the consent of Glorious, provided that any such amendment complies with the restrictions on amendment set forth in Section 12.13;

(81) "**Intellectual Property**" **or** "**IP**" means any and all intellectual property rights arising at law or in equity, including, without limitation, all intellectual property rights in: (a)

patents, all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof; (b) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models; (c) registered and unregistered copyrights, copyright registrations and applications therefor, mask works and mask work registrations and applications therefor, author's rights and works of authorship; (d) URLs, web sites, web pages and any part thereof; (e) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms; (f) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, and any associated goodwill; (g) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor; and (h) licenses, contacts and agreements otherwise relating to the IP;

(82) "**Intellectual Property Contracts**" has the meaning ascribed thereto in Section 5.1(43);

(83) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority applicable to a Party, including its business and operations;

(84) "**Liability**" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or become due);

(85) "**Lien**" means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;

(86) "**Listing Statement**" means the listing statement of Glorious pertaining to the Transaction, in the form prescribed by the CSE;

(87) "**Lock-Up Period**" means the period of 36 months from the Closing Date during which the Consideration Shares to be issued to the Company Shareholders will be subject to escrow to be released in accordance with the schedule set out in Section 2.8;

(88) "**Losses**" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance *providers; provided*, however, that "Losses" shall not include indirect or punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third-party;

(89) "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise) or assets of a Party; or (b) the ability of a Party or Parties to consummate the transactions contemplated hereby on a timely basis; *provided, however*, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) any changes in financial or securities markets in general; (iii) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (iv) any action required or permitted by this Agreement; (v) any changes in applicable Law or accounting rules, including GAAP or IFRS; or (vi) the public announcement, pendency or completion of the transactions contemplated by this Agreement; *provided further, however*, that any event, occurrence, fact, condition or change referred to in clauses (i) through (iii) above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent (and only to the extent) that such event, occurrence, fact, condition or change has a disproportionate effect on the Company or Glorious compared to other participants in the industries in which the Company or Glorious operates;

(90) "**Material Contract**" means any Contract to which a person is a party and which is material to such person, including any Contract: (a) the termination of which would have a Material Adverse Effect on such person; (b) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of $50,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditure; and (iv) any agreement or commitment not entered into in the ordinary course of business;

(91) "**Material Fact**" shall have the meaning ascribed to it in the *Securities Act* (British Columbia);

(92) "**Multiple Voting Share Consideration**" has the meaning ascribed thereto in Section 2.4(4);

(93) "**Non-Recourse Party**" has the meaning ascribed thereto in Section 11.6;

(94) "**Notice of Articles**" means the notice of articles of Glorious;

(95) "**ordinary course of business**", or any similar reference, means, with respect to an action taken or to be taken by any Person, that such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day business and operations of such Person and, in any case, is not unreasonable or unusual in the circumstances when considered in the context of the provisions of this Agreement;

(96) "**Parties**" or "**Party**" have the meanings ascribed thereto in the preamble;

(97) "**Permits**" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities for the operation of the Business;

(98) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity;

(99) "**Plan of Arrangement**" means the plan of arrangement of Glorious, substantially in the form of Exhibit C hereto, and any amendments or variations thereto made in accordance with this Agreement, the Plan of Arrangement or upon the direction of the Court in the Final Order with the consent of Glorious;

(100) "**Pre-Closing Financing**" means a non-brokered equity financing in which Glorious will issue at least 2,800,000 Glorious Common Shares to subscribers who are not U.S. Residents at a price of $0.25 per Glorious Common Share for aggregate gross proceeds of $700,000.

(101) "**Pre-Closing Reorganization**" has the meaning set forth in Recital C of this Agreement;

(102) "**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date;

(103) "**Public Record**" means all documents publicly filed by or on behalf of Glorious available on SEDAR;

(104) "**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person;

(105) "**Section 3(a)(10) Exemption**" has the meaning ascribed thereto in Section 4.5(1);

(106) "**SEDAR**" means the system for electronic document analysis and retrieval, with a website located at www.sedar.com that provides access to public securities documents and information filed by public companies and investment funds as maintained by the Canadian Securities Administrators in the SEDAR filing system or its successor system;

(107) "**Settlement Accountant**" has the meaning ascribed thereto in Section 9.6(1);

(108) "**Shareholder Approval**" means, subject to the terms of the Interim Order, the approval of the Glorious Arrangement Resolution by at least: (a) two-thirds of the votes cast on such resolution by Glorious Shareholders present in person or by proxy at the Glorious Meeting; (b) a simple majority of the votes cast on such resolution by Glorious Shareholders present in person or by proxy at the Glorious Meeting, excluding the Glorious Common Shares held directly or indirectly by "affiliates" and "control persons" of Glorious under National Instrument 41-101 – *General Prospectus Requirements* and Ontario Securities Commission Rule 56-501 – *Restricted Shares*; and (c) a simple majority of the votes cast on such resolution by Glorious Shareholders present in person or by proxy at the Glorious Meeting, excluding the Glorious Common Shares required to be excluded under Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*;

(109) "**Share Exchange Agreement**" has the meaning ascribed thereto in Recital C of this Agreement;

(110) "**Shell Company**" has the meaning ascribed thereto in Section 6.1(13);

(111) "**Straddle Period**" means any period relevant to the computation of Taxes payable, refundable or remittable that begins on or prior to the Closing Date and ends after the Closing Date;

(112) "**Subsidiary**" or "**Subsidiaries**" means any entity (if singular) or all entities (if plural) that is/are partially or wholly-owned by a corporation;

(113) "**Subordinate Voting Share Consideration**" has the meaning ascribed thereto in Section 2.4(1);

(114) "**Tax**" or "**Taxes**" shall mean, without duplication, any: (a) national, state, provincial, municipal and local income, gross receipts, franchise, estimated, alternative minimum, add on minimum, sales, use, transfer, goods or services, harmonized, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, levies, profits, real property, personal property, capital stock, social security (or similar), employment, unemployment, disability, payroll, license, employee or other withholding, unclaimed property or escheat, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax; and (b) any liability for the payment of any amounts of the type described in clause (a) as a result of being a member of an affiliated, consolidated, combined or unitary group, as a result of any tax sharing, allocation or indemnity agreement, arrangement or understanding, or as a result of being liable for another Person's taxes as a transferee or successor, by agreement or otherwise;

(115) "**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.) and the regulations thereto, as amended from time to time;

(116) "**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof;

(117) "**Termination Fee**" has the meaning ascribed thereto in Section 12.4;

(118) "**Termination Fee Event**" has the meaning ascribed thereto in Section 12.4;

(119) "**Third-Party Claim**" has the meaning ascribed thereto in Section 11.4(2);

(120) "**Total Consideration**" means the aggregate of the Subordinate Voting Share Consideration and the Multiple Voting Share Consideration, being an aggregate deemed price of approximately $17,430,619.94;

(121) "**Transaction**" means the transactions contemplated under this Agreement and the Plan of Arrangement;

(122) "**Transaction Documents**" shall mean this Agreement, the Plan of Arrangement, the Canadian Information Circular, and the other documents and agreements contemplated hereby and thereby;

(123) "**Treasury Regulations**" means the United States Treasury regulations promulgated under the Code;

(124) "**United States Securities Laws**" means the U.S. Securities Act and the U.S. Exchange Act, together with the applicable "blue-sky" or securities legislation in the states of the United States;

(125) "**U.S. Person**" means a "U.S. person" as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act and, without limiting such definition, includes a natural person resident in the United States, a partnership or corporation organized or incorporated under the Laws of the United States, a trust of which any trustee is a U.S. person and a partnership or corporation organized or incorporated under the Laws of any foreign jurisdiction by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned by United States "Accredited Investors" who are not natural persons, estates or trusts.;

(126) "**U.S. Resident**" means a resident of the United States as determined in accordance with Rule 3b-4 under the U.S. Exchange Act;

(127) "**U.S. Exchange Act**" means the *Securities Exchange Act of 1934*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder; and

(128) "**U.S. Securities Act**" means the *Securities Act of 1933*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder.

ARTICLE 2- TRANSACTIONS AND OTHER CLOSING MATTERS

Section 2.1 Pre-Closing Reorganizations of the Company

Prior to Closing, the Company shall complete the Pre-Closing Reorganization.

Section 2.2 Joinder of Company Shareholders

Notwithstanding anything to the contrary contained herein, any Person who was a Company Shareholder on the Execution Date and continues to be immediately prior to Closing, but did not execute this Agreement on the Execution Date, may become a party to this Agreement by executing and delivering a joinder agreement (a "**Company Joinder Agreement**") in the form attached hereto as Exhibit L, and thereafter shall be deemed a "Company Shareholder" for all purposes hereunder. No action or consent by the Parties shall be required for such joinder to this Agreement by such additional Company Shareholder, so long as such additional Company Shareholder has executed and delivered a Company Joinder Agreement.

Section 2.3 Share Reorganization of Glorious

Subject to the terms and conditions set forth herein, on Closing, Glorious shall amend its Notice of Articles and Articles to: (a) create the Glorious Multiple Voting Shares; and (b) re-designate and amend the Glorious Common Shares as Glorious Subordinate Voting Shares.

Section 2.4 Cross Share Issuance, Redemption, Transfer and Exchange

Subject to the terms and conditions set forth herein, at the Closing:

(1) Glorious shall issue to the Company such number of Glorious Subordinate Voting Shares as is equal to the number of AeroBloom Redeemable Stock being redeemed as contemplated in Section 2.4(3), at a deemed price of $0.25 per Glorious Subordinate Voting Share for an aggregate deemed price of approximately $4,835,654.25 (the "**Subordinate Voting Share Consideration**"), in consideration for the Company issuing the AeroBloom Class A Common Stock to Glorious as fully paid and non-assessable subordinate voting shares in the capital of Glorious in accordance with Section 2.4(2);

(2) the Company shall issue to Glorious such number of AeroBloom Class A Common Stock as is equal to the number of AeroBloom Redeemable Stock being redeemed as contemplated in Section 2.4(3), at a deemed price of $0.25 per share of AeroBloom Class A Common Stock for the aggregated deemed price of approximately $4,835,654.25, in consideration for Glorious issuing the Glorious Subordinate Voting Shares to the Company in accordance with Section 2.4(1), as fully paid and non-assessable shares of Class A common stock in the capital of the Company;

(3) pursuant to the rights and restrictions of the AeroBloom Redeemable Stock, the Company shall redeem all but not less than all of the then outstanding AeroBloom Redeemable Stock (other than AeroBloom Redeemable Stock held by Glorious, if any) in exchange for the Glorious Subordinate Voting Shares on a 1 AeroBloom Redeemable Stock for 1.25 Glorious Subordinate Voting Share basis, with any fractional Glorious Subordinate Voting Share being rounded up to the nearest whole number; and

(4) the Company Shareholders shall transfer, and Glorious shall accept for transfer from the Company Shareholders, AeroBloom Class B Common Stock held by the Company Shareholders in consideration for Glorious Multiple Voting Shares on a one AeroBloom Class B Common Stock to 0.04166667 Glorious Multiple Voting Share basis, at a deemed price of $7.50 per Glorious Multiple Voting Share for an aggregate deemed price of approximately $12,594,965.69 (the "**Multiple Voting Share Consideration**"), with any fractional Glorious Multiple Voting Share being rounded up to the nearest whole number.

Section 2.5 Transactions to be Effected at the Closing

(1) At the Closing, Glorious shall deliver to the Company:

(a) the Glorious Subordinate Voting Shares in accordance with Section 2.4(1), as evidenced by a statement from Glorious' registrar and transfer agent showing the issuance the Glorious Subordinate Voting Shares in the Company's name;

(b) a true and complete copy, certified by an officer of Glorious, of: (i) the resolutions duly and validly adopted by the board of directors of Glorious evidencing its authorization of the execution of this Agreement and the other Transaction Documents to which Glorious is a party and the consummation of the transactions contemplated hereby and thereby; and (ii) the Glorious Arrangement Resolution duly and validly adopted by the Glorious Shareholders evidencing the Shareholder Approval;

(c) a certificate of two senior officers of Glorious, dated as of the Closing Date, attaching: (i) true and complete copies of all of the Notice of Articles and Articles of Glorious (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors and the shareholders of Glorious approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Consideration Shares; and (iii) the names, titles and specimen signatures of directors and officers of Glorious who have signed or will be signing this Agreement or any other Transaction Documents;

(d) resignations of the directors and officers of Glorious who will not continue to be directors and officers of Glorious (each of which will include a statement certifying that the resigning director does not have any claim in any respect against Glorious);

(e) releases from the directors and officers of Glorious who will not continue to be directors and officers of Glorious after the Closing;

(f) a copy of the letter or other evidence showing the CSE approval of the Transaction;

(g) an opinion of Glorious' counsel, in a form satisfactory to Company, acting reasonably, confirming that: (i) Glorious is validly incorporated and existing under the laws of the Province of British Columbia; (ii) the authorized share capital of Glorious; (iii) Glorious has the corporate power, capacity and authority to carry on its business as presently carried on and to own, lease and operate its properties and assets, and the corporate power, capacity and authority to carry out its obligations under this Agreement; and (iv) all necessary corporate action has been taken by Glorious to authorize the execution and delivery of this Agreement and the performance by Glorious of its obligations hereunder;

(h) a certificate of good standing of Glorious issued by the Registrar of Companies under the BCBCA, dated within two Business Days of the Closing Date;

(i) a certificate of a duly authorized officer of Glorious certifying as to the matters pertaining to Glorious set forth in Section 10.3(1) and Section 10.3(2);

(j) evidence, in a form reasonably satisfactory to the Company, that the Arrangement has occurred in accordance with the terms of this Agreement; and

(k) all other agreements, documents, instruments or certificates required to be delivered by Glorious to the Company Shareholders and the Company at or prior to the Closing pursuant to Section 10.3.

(2) At the Closing, the Company shall deliver to Glorious:

(a) the AeroBloom Class A Common Stock in accordance with Section 2.4(2), as evidenced by a share certificate issued by the Company evidencing the issuance the AeroBloom Class A Common Stock to Glorious;

(b) evidence, in a form reasonably satisfactory to Glorious, that the Company has redeemed all but not less than all of the then outstanding AeroBloom Redeemable Stock (other than AeroBloom Redeemable Stock held by Glorious, if any) in exchange for the Glorious Subordinate Voting Shares in accordance with Section 2.4(3);

(c) a true and complete copy, certified by an officer of the Company, of the resolutions duly and validly adopted by the board of directors of the Company evidencing authorization of the execution of this Agreement and the other Transaction Documents, including documents authorizing the Pre-Closing Reorganization, to which it is a party and the consummation of the transactions contemplated hereby and thereby;

(d) the AeroBloom Financial Statements, copies of the AeroBloom Material Contracts, copies of the Founder Employment Agreements with each Founder, the AeroBloom Licensed Intellectual Property and the AeroBloom Owned Intellectual Property;

(e) a certificate of two senior officers of the Company dated as of the Closing Date, attaching: (i) true and complete copies of all of the articles of incorporation and by-laws of the Company (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors and the shareholders of the Company approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction; and (iii) the names, titles, and specimen signatures of directors and officers of the Company who have signed or will be signing this Agreement or any other Transaction Documents;

(f) resignations of the directors and officers of the Company who will not continue to be directors and officers of the Company (each of which shall include a statement certifying that the resigning director does not have any claim in any respect against the Company);

(g) releases from the directors and officers of the Company who will not continue to be directors and officers of the Company after the Closing;

(h) executed director consents required for appointment of the Company nominees to the board of directors, as contemplated in this Agreement;

(i) an opinion of the Company's counsel, in a form satisfactory to Glorious, acting reasonably, confirming that: (i) the Company is validly incorporated and existing under the laws of California; (ii) the authorized share capital of the Company; (iii) the Company has the corporate power, capacity and authority to carry on its business as presently carried on and to own, lease and operate its properties and assets, and the corporate power, capacity and authority to carry out its obligations under this Agreement; and (iv) all necessary corporate action has been taken by the Company to authorize the execution and delivery of this Agreement and the performance by the Company of its obligations hereunder;

(j) a certificate of status of the Company issued by Secretary of State of California, dated within two Business Days of the Closing Date;

(k) a certificate of a duly authorized officer of the Company certifying as to the matters pertaining to the Company set forth in Section 10.2(1), Section 10.2(2) and Section 10.2(3);

(l) the Books and Records and Corporate Records of the Company; and

(m) all other agreements, documents, instruments or certificates required to be delivered by the Company Shareholders or the Company at or prior to the Closing pursuant to Section 10.2.

(3) At the Closing, the Company Shareholders shall deliver to Glorious share certificates representing the AeroBloom Class B Common Stock in accordance with Section 2.4(4), duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers.

(4) At the Closing, Glorious shall deliver to the Company each Company Shareholder's allocation of the Glorious Multiple Voting Shares, in accordance with Section 2.4(4), as evidenced by share certificates issued by Glorious to the Company Shareholders evidencing the issuance of the Glorious Multiple Voting Shares.

Section 2.6 Closing

Subject to the terms and conditions of this Agreement, the Transactions contemplated hereby shall take place electronically at a closing (the "**Closing**") to be held at 1:01 p.m. Pacific Time no later than two (2) Business Days after the last of the conditions to Closing set forth in Article 10 have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time or on such other date or at such other place as the Company and Glorious may mutually agree upon in writing (the day on which the Closing takes place being the "**Closing Date**").

Section 2.7 Finders' Fee

The Company acknowledges and agrees that a finder's fee of 2,000,000 Glorious Subordinate Voting Shares (the "**Finders' Shares**") will be payable by Glorious to the Finders upon Closing of the Transaction as set out in the table below, subject to CSE approval and applicable Law:

Finder	Number of Finders' Shares
Liam L. Corcoran Law Corporation	500,000
Dragon Capital Corp.	750,000
Tuqo Ventures Ltd.	750,000
TOTAL	**2,000,000**

Section 2.8 Contractual Lock-Up Period and Escrow Agreement

(1) All Consideration Shares to be issued to the Company Shareholders will be subject to contractual restrictions on transfer for a period of 36 months from the Closing Date, to be released in accordance with the following schedule:

Date of Automatic Timed Release	Amount of Glorious Shares Released
6 months after the Closing Date	10%
12 months after the Closing Date	10%
18 months after the Closing Date	15%
24 months after the Closing Date	20%
30 months after the Closing Date	25%
36 months after the Closing Date	20%

(2) The Company Shareholders acknowledge that the Consideration Shares to be issued to the Company Shareholders pursuant to this Agreement may be subject to escrow pursuant to the policies of the CSE in addition to the Lock-Up Period. If required by the CSE, the Company Shareholders agree to abide by all escrow requirements imposed by the CSE and agree to enter into the requisite form of escrow agreement as required by the CSE.

Section 2.9 Pre-Closing Financing

Prior to the Closing, Glorious will complete the Pre-Closing Financing.

ARTICLE 3 – WITHHOLDING TAX

Section 3.1 Withholding Tax

(1) Notwithstanding any other provision of this Agreement, Glorious, the Company, the Depositary and any other applicable withholding agent shall be entitled to deduct and withhold from the consideration otherwise payable in connection with any transactions referred to in this Agreement, the Plan of Arrangement or the Transaction Documents such amounts as such withholding agent determines, acting reasonably, are required or reasonably believes to be required to be deducted and withheld from such consideration in accordance with the Tax Act, the Code or any provision of any other applicable Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made. Each such withholding agent shall be authorized to sell or otherwise dispose of such portion of the Glorious Shares payable hereunder as is necessary to provide sufficient funds to enable it to implement such deduction or withholding.

(2) Glorious shall use commercially reasonable efforts to provide notice in advance of such withholding or deduction, and shall cooperate with the applicable Representative to take commercially reasonable steps to minimize or eliminate such withholding or deduction.

ARTICLE 4 - THE ARRANGEMENT

Section 4.1 The Arrangement

(1) On the terms and subject to the conditions hereof, Glorious shall proceed to effect the Arrangement under Division 5 of Part 9 of the BCBCA on the Effective Date, on the terms and subject to the conditions contained in the Plan of Arrangement.

(2) On the terms and subject to the conditions hereof, Glorious shall:

(a) make and diligently prosecute an application to the Court for the Interim Order in respect of the Arrangement;

(b) in accordance with the terms of and the procedures contained in the Interim Order, duly call, give notice of, convene and hold the Glorious Meeting as promptly as practicable; and

(c) subject to obtaining the approvals as contemplated in the Interim Order and as may be directed by the Court in the Interim Order, take all steps necessary or desirable to submit the Arrangement to the Court and apply for the Final Order as soon as reasonably practicable.

Section 4.2 The Glorious Meeting

(1) The Company shall use its commercially reasonable efforts to obtain and furnish to Glorious, as soon as practicable but in any event on or before October 31, 2023 the information and financial statements with respect to the Company required to be included under applicable Canadian Securities Laws in the Canadian Information Circular (the "**Company Information**"). The Company shall use its commercially reasonable efforts to assist Glorious in the preparation of the Canadian Information Circular. The Company warrants that, as of the date the Canadian Information Circular is first mailed to the Glorious Shareholders and at the date of the Glorious Meeting, the Company Information shall be complete and correct in all material respects, shall not contain any untrue statement of a Material Fact or omit to state a Material Fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they are made, not misleading and shall comply in all material respects with all applicable Canadian Securities Laws. The Company shall promptly correct any such information provided by it for use in the Canadian Information Circular which shall have become false or misleading in any material respect at any time prior to the Glorious Meeting. The Company shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial or other expert information required to be included in the Canadian Information Circular or other filings and to the identification in such filings of each such advisor.

(2) Glorious and the Company shall co-operate and use their commercially reasonable efforts in good faith to take, or cause to be taken, all reasonable actions, including the preparation of any applications for regulatory approvals, orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals required in connection with this Agreement and the Arrangement and the preparation of any required documents, in each case as reasonably necessary to discharge their respective obligations under this Agreement and the Plan of Arrangement, and to complete any of the transactions contemplated by this Agreement, including their obligations under applicable Law. It is acknowledged and agreed that, unless required to ensure that the Glorious Subordinate Voting Shares are freely tradeable on the CSE and that the Glorious Subordinate Voting Shares issued in connection with the Arrangement (not including any Glorious Subordinate Voting Shares to be issued upon any exercise of Glorious Warrants) will not be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act upon their issuance, subject to restrictions on transfers applicable to "affiliates" (as defined in Rule 405 under the U.S. Securities Act) of Glorious following completion of the Arrangement, Glorious and the Company shall not be required to file a prospectus or similar document or otherwise become subject to the securities laws of any jurisdiction (other than a province of Canada where Glorious currently is a reporting issuer) in order to complete the Arrangement. Glorious may elect, at its sole discretion, to make such securities and other regulatory filings in the United States or other jurisdictions as may be necessary or desirable in connection with the completion of the Arrangement. The Company shall provide to Glorious all information regarding the Company required in connection with such filings.

(3) Subject to the terms of this Agreement and the Interim Order, and the provision of the Company Information, Glorious agrees to convene and conduct the Glorious Meeting by no later than October 31, 2023, in accordance with its governing documents, applicable Law and the Interim Order. Glorious shall use its reasonable best efforts to obtain the Shareholder Approval, including voting any proxy obtained by it from shareholders in favor of such action, and shall take all other action reasonably necessary or advisable to secure the requisite approvals.

(4) Subject to the terms of this Agreement (including Section 12.13), the Company will cooperate with and assist Glorious in obtaining the Fairness Opinion and seeking the Interim Order and the Final Order, including by providing Glorious on a timely basis any information reasonably required or requested to be supplied by the Company in connection therewith.

Section 4.3 Effective Time

Concurrently with the Closing, the Arrangement Parties shall cause the Arrangement to become effective at the Effective Time in accordance with the Plan of Arrangement.

Section 4.4 Treatment of the Arrangement

For U.S. federal income tax purposes: (a) the Transactions are intended to constitute a "reorganization" within the meaning of Section 368(a) of the Code; (b) the exchange by the shareholders of the Company of all of their shares of AeroBloom Common Stock for Glorious

Shares pursuant to this Agreement and the Plan of Arrangement is intended to be treated as an exchange described in Section 351(a) and 354(a)(1) of the Code; and (c) upon completion of the Transactions, Glorious is intended to be classified as a U.S. domestic corporation in accordance with the provisions of Section 7874(b) of the Code (the "**Intended Tax Treatment**"). This Agreement is intended to be a "plan of reorganization" within the meaning of Section 1.368-2(g) of the Treasury Regulations. The Parties hereto agree that for United States federal and applicable state and local income tax purposes, the Arrangement, together with the Transactions, will be consistently treated by the Parties hereto with the Intended Tax Treatment, and agree to treat this Agreement as a "plan of reorganization" within the meaning of the treasury regulations promulgated under section 368 of the Code, and to not take any position on any Tax Return or otherwise take any Tax reporting position inconsistent with such treatment, unless otherwise required by applicable Tax Law. Each Party agrees to act in good faith, consistent with the intent of the Parties and the Intended Tax Treatment of the Arrangement as set forth herein.

Section 4.5 U.S. Securities Laws

(1) The Parties intend that the issuance of the Glorious Shares under the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to the exemption provided by Section 3(a)(10) thereof (the "**Section 3(a)(10) Exemption**"). Each Arrangement Party shall act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement set forth in this Section 4.5.

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

(a) the Arrangement shall be subject to the approval of the Court;

(b) the Court shall be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;

(c) the Court shall be required to satisfy itself as to the substantive and procedural fairness of the Arrangement;

(d) the Final Order shall expressly state that the Arrangement is approved by the Court as being substantively and procedurally fair to the Persons to whom the Glorious Shares will be issued;

(e) the Arrangement Parties shall ensure that each Person entitled to receive Glorious Shares pursuant to the Arrangement shall be given adequate notice advising them of their right to attend and appear before the Court at the hearing of the Court for the Final Order and providing them with adequate information to enable such Person to exercise such right;

(f) each Person to whom Glorious Shares shall be issued pursuant to the Arrangement shall be advised that such Glorious Shares have not been registered under the U.S. Securities Act and shall be issued by Glorious in reliance upon the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act and, in the case of affiliates of Glorious, shall be

subject to certain restrictions on resale under the U.S. Securities Laws, including Rule 144 under the U.S. Securities Act;

(g) the Interim Order shall specify that each Person to whom Glorious Shares shall be issued pursuant to the Arrangement shall have the right to appear before the Court at the hearing of the Court so long as such securityholder enters an appearance within a reasonable time; and

(h) the Final Order shall include a statement to substantially the following effect:

"This Order shall serve as the basis for reliance on the exemption provided by Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of Glorious Shares pursuant to the Plan of Arrangement."

Section 4.6 Glorious Warrants

Pursuant to the Arrangement, the Glorious Warrants will remain outstanding in accordance with their terms, which terms provide that the holders thereof will receive, upon the exercise thereof, in lieu of each Glorious Common Share to which such holder was theretofore entitled upon such exercise or conversion but for the same aggregate consideration payable therefor, the number of Glorious Subordinate Voting Shares which the holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Glorious Common Shares to which such holder would have been entitled if such holder had exercised such holder's Glorious Warrants immediately prior to the Effective Time.

Section 4.7 Glorious Directors and Officers

(1) Immediately following the Effective Time, the board of directors of Glorious shall be reconstituted to be comprised of four directors (two nominated by Glorious and two nominated by the Company, provided that such individuals are eligible to serve as a director of Glorious under applicable Law and are acceptable to the CSE, and the directors and officers of Glorious will consist of the following individuals until the earlier of their death, resignation or removal or until their respective successors are duly elected, qualified or appointed:

Kevin McDoneld	Chief Executive Officer, Chief Technical Officer and Director
Andrea Yuan	Chief Financial Officer and Corporate Secretary
Constantine Carmichael	Director
Nick Luksha	Director
Dale Devore (or such other individual nominated by the Company)	Chief Innovative Officer

(2) The directors and officers of the Company will be the persons set out in Section 4.7(1).

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 5.1 Representations and Warranties of the Company

Except as set out in the Company Disclosure Letter, the Company and the Company Shareholders represent and warrant to Glorious that the following statements are true and correct as of the date hereof and as of the Closing Date:

(1) the Company is duly organized, validly existing and in good standing under the Laws of California, and has all necessary corporate power and authority to own or lease its property and assets and to carry on the Business as now conducted;

(2) the Company is duly qualified to do business and is in good standing under the Laws of each state or other jurisdiction in which the failure to have such standing would have a Material Adverse Effect on the Company;

(3) the Company has the power, authority and capacity to enter into the Transaction Documents and to carry out the terms thereto;

(4) the execution and delivery of the Transaction Documents and all other related agreements or documents, and the completion of the transactions contemplated thereby, will by the Effective Time have been duly and validly authorized by all necessary corporate acts on the part of it, and this Agreement constitutes legal, valid and binding obligations of the Company;

(5) the Company has no Subsidiaries and does not own, directly or indirectly:(a) any shares or other equity securities of any corporation; or (b) any equity or ownership interest in any business or Person;

(6) the authorized capital stock of the Company as at the date of this Agreement consists of 200,000,000 Company Shares with no par value, of which 56,433,331 Company Shares are currently issued and outstanding. All of the outstanding equity securities of the Company have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding equity securities of the Company were issued in violation of any Applicable Securities Laws or any other legal requirement. There are no contracts purporting to restrict the transfer of any of the issued and outstanding securities of the Company, nor any contracts restricting or affecting the voting of any of the securities of the Company to which the Company is a party or of which the Company is aware. There are no outstanding options, warrants, subscriptions, conversion rights or other rights, agreements, resolutions or commitments obligating the Company to issue any securities;

(7) no Person has any agreement or option or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option or right or privilege, for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of the Company or for the issue of any other securities of any nature or kind of the Company;

(8) neither the execution and delivery of the Transaction Documents, nor the completion of the transactions contemplated thereby will conflict with or will result in a violation or a breach of, or constitute (with or without due notice or lapse of time or both) a default under its constating documents or by-laws or any indenture, director or shareholder minutes of the Company, or any agreement (including any AeroBloom Material Contract) or instrument, license, permit or statute or Law to which the Company is a party or by which any assets of the Company are bound or any order, decree, statute, regulation, covenant or restriction applicable to the Company;

(9) other than the approval of the holders of the Company Shares, no permit, consent, approval, order or authorization of, or registration or declaration with, any Governmental Authority with jurisdiction over the Company is required to be obtained by the Company or the holders of the Company Shares in connection with the execution and delivery of the Transaction Documents or the completion of the transactions contemplated therein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by the Transaction Documents or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of completion of the transactions contemplated under the Transaction Documents or otherwise prevent the Company from performing its obligations under the Transaction Documents;

(10) the Company has conducted and is conducting its Business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on Business or holds assets (including all applicable federal, state, municipal and local environmental anti-pollution and licensing Laws, regulations and other lawful requirements of any governmental or regulatory body, including all Governmental Authorities), holds all Permits, licences, certificates, consents and like authorizations necessary for it to carry on its Business in each jurisdiction where such Business is carried on that are material to the conduct of the Business of the Company and is in compliance in all material respects with all terms of such Permits, all such Permits are valid and in good standing, and the Company has not received a notice of non-compliance, or knows of, or has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Laws;

(11) to the knowledge of the Company, the Company has not been in violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, any applicable federal, provincial, state, municipal or local Laws, by-laws, regulations, orders, policies, Permits or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters which could reasonably be expected to have a Material Adverse Effect on the Company;

(12) the operations of the Company are, and have been conducted at all times, in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the **"Applicable Anti-Money Laundering Laws"**) and no action, suit or proceeding by or before any Governmental

Authority involving the Company with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of the Company, pending or threatened;

(13) there are no Actions or judgements, by or before any Governmental Authority or court now outstanding or pending or, to the best knowledge of the Company, threatened against or affecting the Company which involves the Business or any of its property or assets that, if adversely resolved or determined, would reasonably be expected to have a Material Adverse Effect on the Company after giving effect to the transactions contemplated under the Transaction Documents, and the Company is not aware of any existing reasonable basis on which any such Action or judgment might be commenced;

(14) the Company has: (a) duly and timely filed, or caused to be filed, with appropriate taxation authorities, federal, state, provincial and local, all Tax Returns, reports and declarations which are required to be filed by it prior to the Effective Date and all such Tax Returns are true and correct in all material respects and have not been materially amended; and (b) paid on a timely basis all Taxes and all assessments and reassessments of Taxes which have become due before the Effective Date and no taxing authority is asserting or has, to the knowledge of the Company threatened to assert, or has any basis for asserting against the Company any claim for additional Taxes;

(15) the Company has no knowledge of any facts and has not taken or agreed to take any action that would reasonably be expected to prevent or impede the Transactions from qualifying for the Intended Tax Treatment;

(16) there are no audits, reassessments or other proceedings in progress or, to the knowledge of the Company, threatened against the Company, in respect of any Taxes and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Taxes, and the Company has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;

(17) the Company has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority all Taxes or other amount required to be deducted, withheld or collected and remitted by it;

(18) the Company has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Company of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on the Company;

(19) the Company is not, and has never been, a "United States real property holding corporation" as defined under Section 1445 of the Code;

(20) the AeroBloom Financial Statements, copies of which have been or will be provided to Glorious prior to the Closing, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of the Company

for the period then ended and the AeroBloom Financial Statements have been prepared in accordance with U.S. GAAP applied on a consistent basis;

(21) to the knowledge of the Company, no information has come to the attention of the Company since December 31, 2022 that would or would reasonably be expected to require any restatement or revisions of the AeroBloom Financial Statements;

(22) except as disclosed in the AeroBloom Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Company;

(23) the Contracts listed in Exhibit I (the "**AeroBloom Material Contracts**") are all of the Material Contracts of the Company. Each of the AeroBloom Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the Transaction contemplated by this Agreement) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. the Company has not violated or breached, in any material respect, any of the terms or conditions of any AeroBloom Material Contract to which it is a party and all the covenants to be performed by any other party thereto have been performed;

(24) there are no waivers, consents, notices or approvals required to be given or obtained by the Company in connection with the Transaction under any Contract to which the Company is a party, except as shall have been obtained before the Closing, or consents that, if not obtained, would not reasonably be expected to have a Material Adverse Effect on the Company;

(25) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Company is required to be obtained by the Company in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Company from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Company;

(26) there is no suit, action or proceeding or, to the knowledge of the Company, pending or threatened against the Company that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Company, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Company causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Company;

(27) no bankruptcy, insolvency or receivership proceedings have been instituted by the Company or, to the knowledge of the Company, are pending against the Company;

(28) the Company has good and marketable title to its properties and assets (other than any property or asset as to which the Company is a lessee, in which case it has a valid leasehold interest) except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Company;

(29) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from the Company of any of its assets or property;

(30) the Company has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, which the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Company, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and have been complied with in all material respects;

(31) the Company Disclosure Letter sets forth: (a) all of the employees, officers and directors of the Company as of the date of this Agreement; and (b) the proposed employees and contractors of the Company as of the Closing Date;

(32) other than as disclosed in the Company Disclosure Letter, the Company is not a party to any written or oral policy, agreement, obligation or understanding providing for severance or termination payments to, or any employment or consulting agreement with, any director, officer, employee or consultant of the Company that cannot be terminated with payment of no more than one times such individual's monthly salary, recognizing that a court of competent jurisdiction in an action for wrongful dismissal or otherwise has the authority to award damages in an amount greater than one times an individual's monthly salary;

(33) the Company is not: (a) subject to any application for certification or threatened or apparent union organizing campaigns for employees not covered under a collective bargaining agreement, or (b) subject to any current, pending or threatened strike or lockout;

(34) to the knowledge of the Company, there is no change of control payment that is triggered by the Transaction, and there are no severance payments or termination payments that the Company is obligated to pay, including without limitation, to any consultants, directors, officers, employees or agents;

(35) the Company is not subject to any claim for wrongful dismissal, constructive dismissal or any tort claim, actual, pending or threatened, or any litigation, actual, pending or threatened, relating to employment or termination of employment of employees or independent contractors;

(36) the Company has operated in all material respects in accordance with all applicable Law with respect to employment and labour, including, but not limited to, employment and

labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights and labour relations and there are no current, pending or threatened, material proceedings before any board or tribunal with respect to any of the above;

(37) the Corporate Records of the Company are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable Laws and with the constating documents of the Company and without limiting the generality of the foregoing: (a) the minute books of the Company contain complete and accurate minutes of all meetings of the directors and the Company Shareholders; (b) such minute books contain all written resolutions passed by the directors and shareholders of the Company; (c) the securities register of the Company is complete and accurate, and all transfers of shares of the Company have been duly completed and approved; and (d) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Company were duly elected or appointed as the case may be;

(38) all Books and Records of the Company have been fully, properly and accurately kept and, where required, completed in accordance with GAAP, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;

(39) the Company owns and possesses, or will own and possess as of the Closing, good and marketable title to the AeroBloom Owned Intellectual Property free and clear of all Liens;

(40) the Company has been granted the right to use all the AeroBloom Licensed Intellectual Property to conduct the Company's business as currently conducted pursuant to agreements validly entered into, and which, subject to their respective terms and conditions, will be enforceable by the Company on and after the Closing Date to the same extent as prior to the Closing Date;

(41) all of the AeroBloom Owned Intellectual Property which has been registered or which is the subject of an application for registration has been properly maintained and renewed by the Company in all material respects in accordance with all applicable Laws;

(42) to the knowledge of the Company, the conduct of the Company does not infringe upon the Intellectual Property rights of any person. No claims have been asserted or, to the knowledge of the Company, are or could be threatened by any person alleging that the conduct of the Company, including the use of the AeroBloom Owned Intellectual Property or AeroBloom Licensed Intellectual Property, infringes upon any of their Intellectual Property rights. To the knowledge of the Company, no person is currently infringing any of the AeroBloom Owned Intellectual Property;

(43) the Transactions and the continued operation of the Business as presently conducted will not violate or breach in any material respect the terms of any license or other Contract related to the AeroBloom Owned Intellectual Property or AeroBloom Licensed Intellectual Property (the "**Intellectual Property Contracts**") or entitle any other party to any such Intellectual Property Contract to terminate or modify it, or otherwise adversely affect in any material respect the Company's rights thereunder;

(44) following the Closing Date, none of the Company Shareholders or any of their affiliates (except for the Company) or any third-party will retain any interest in or use any of the AeroBloom Owned Intellectual Property and the AeroBloom Licensed Intellectual Property, except for the AeroBloom Owned Intellectual Property or the AeroBloom Licensed Intellectual Property that is or will be made publicly available in accordance with one or more open source licenses, if any;

(45) to the knowledge of the Company, each piece of software owned and used by the Company operates in all material respects within its specifications consistent with and subject to all documentation provided with such software, without material error or defect other than those errors or defects that are at a level or of a type that are normally found or contained in similar or competitive software available generally in the marketplace;

(46) all employees, officers and contractors of the Company who contributed to the creation of the AeroBloom Owned Intellectual Property are parties to agreements under which they are subject to confidentiality, IP assignment and waiver and proprietary information provisions in favour of the Company in a form reasonably satisfactory to provide the Company with clear title and ownership on such employees' and contractors' rights pertaining to the AeroBloom Owned Intellectual Property;

(47) Exhibit K contains a list of all Intellectual Property owned by the Company or in which the Company has any rights or licenses, together with a brief description of each (the "**AeroBloom Technology**");

(48) the domain names for the websites set forth on Exhibit K are validly registered by or for the Company. Such websites contain such legal disclaimers and privacy policies that, in accordance with industry practice, are customarily contained on similar websites;

(49) the Company is not a "reporting issuer" or equivalent in any jurisdiction nor are any shares of the Company listed or quoted on any stock exchange or electronic quotation system;

(50) to the knowledge of the Company, no representation or warranty of the Company contained in this Agreement contains any untrue statement of a Material Fact or omits to state a Material Fact necessary in order to make the statements contained herein or therein not misleading; and

(51) the facts which are the subject of the representations and warranties of the Company contained in this Agreement comprise all Material Facts known to the Company which are material and relevant to its obligations under the Transaction Documents or which might prevent the Company from meeting its obligations under the Transaction Documents.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF THE COMPANY SHAREHOLDERS

Section 6.1 Representations and Warranties of the Company Shareholders

Each of the Company Shareholders represents and warrants to Glorious that the following statements are true and correct as of the date hereof and as of the Closing Date:

(1) the Company Shareholders is, and will be at the Effective Time, the sole registered and beneficial owner of the Company Shares of such Company Shareholder as set forth in Exhibit A opposite its name or the corresponding Company Reorganization Shares, as applicable, and, as at the Effective Time, there are no Encumbrances on any such Company Shares or Company Reorganization Shares;

(2) it has the right, power, capacity and authority to enter into the Transaction Documents and to sell or redeem its Company Shares, as applicable, as contemplated by this Agreement;

(3) except as contemplated by the Transaction Documents, no Person (other than the Company in the case of the AeroBloom Redeemable Stock) has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the Company Shareholder of such Company Shareholder's Company Shares or Company Reorganization Shares, as the case may be;

(4) except as contemplated by the Transaction Documents, there are no agreements that could restrict the transfer of any of the Company Shares or Company Reorganization Shares held by the Company Shareholder, and no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of any of the Company Shares or Company Reorganization Shares held by the Company Shareholder to which the Shareholder is a party or of which the Company Shareholder is aware;

(5) the Transaction Documents have been, and each additional agreement or instrument required to be delivered pursuant to the Transaction Documents shall be, at the Effective Time, duly authorized, executed and delivered by the Company Shareholder and each shall be, at the Effective Time, legal, valid and binding obligations of the Company Shareholder enforceable against the Company Shareholder in accordance with its terms;

(6) no permit, consent, approval, order or authorization of, or registration or declaration with, any Governmental Authority with jurisdiction over the Company Shareholder is required to be obtained by such Company Shareholder in connection with the execution and delivery of the Transaction Documents or the completion of the transactions contemplated therein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by the Transaction Documents or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the transactions

contemplated under the Transaction Documents or otherwise prevent such Company Shareholder from performing its obligations under the Transaction Documents;

(7) there are no Actions or judgements by or before any Governmental Authority or court now outstanding or pending or, to the best knowledge of the Company Shareholder, threatened against or affecting the Company Shareholder which involves its business or any of its property or assets that, if adversely resolved or determined, would reasonably be expected to have a Material Adverse Effect on the Company Shareholder after giving effect to the transactions contemplated under the Transaction Documents, and the Company Shareholder is not aware of any existing reasonable basis on which any such Action or judgment might be commenced;

(8) except as disclosed in Exhibit A, the Company Shareholder does not hold, control or direct, directly or indirectly, any securities of Glorious;

(9) the address of the Company Shareholder set out in Exhibit A to the Agreement is the true and correct principal address of the Company Shareholder and can be relied on by Glorious for the purposes of state "blue-sky" laws and the Company Shareholder has not been formed for the specific purpose of purchasing the Consideration Shares;

(10) the Company Shareholder understands: (a) the Consideration Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (b) the offer and sale contemplated hereby to a Company Shareholder that is a U.S. Person, or for the account or benefit of, a U.S. Person or a Person in the United States, is being made in reliance on an exemption from such registration requirements in reliance on Section 3(a)(10) of the U.S. Securities Act;

(11) it understands and agrees that there may be material Tax consequences to the Company Shareholder of an acquisition, holding or disposition of any of the Consideration Shares and Glorious gives no opinion and makes no representation with respect to the Tax consequences to the Company Shareholder under United States federal, state, local or foreign Tax law of the Company Shareholder's acquisition, holding or disposition of such Consideration Shares other than as set forth herein. In particular, no determination has been made whether Glorious has been a "passive foreign investment company" within the meaning of Section 1297 of the Code;

(12) it consents to Glorious making a notation on its records or giving instructions to any transfer agent of Glorious in order to implement the restrictions on transfer set forth and described in this Agreement;

(13) it understands that: (a) Glorious may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a "**Shell Company**"); (b) if Glorious is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Consideration Shares; and (c) Glorious is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Consideration Shares;

(14) it understands and agrees that the financial statements of Glorious have been prepared in accordance with IFRS and therefore may be materially different from financial statements prepared under GAAP and therefore may not be comparable to financial statements of United States companies;

(15) it understands and acknowledges that Glorious is incorporated outside the United States and, consequently, it may be difficult to provide service of process on Glorious or to enforce any judgment against Glorious;

(16) if the Company Shareholder is resident of a country other than Canada or the United States, then the Company Shareholder hereby represents and warrants to Glorious that:

(a) the Company Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Securities Laws having application in the jurisdiction in which it is resident (the "**International Jurisdiction**") which would apply to the offer and sale of the Consideration Shares;

(b) the acquisition of the Consideration Shares by the Company Shareholder from Glorious complies with the securities Law requirements in the International Jurisdiction and the Company Shareholder is acquiring the Consideration Shares pursuant to exemptions from prospectus or equivalent requirements under applicable Law or, if such is not applicable, the Company Shareholder is permitted to purchase the Consideration Shares under applicable Laws of the International Jurisdiction without the need to rely on any exemptions;

(c) the applicable Laws of the International Jurisdiction do not require Glorious to make any filings or seek any approvals of any kind from any securities regulator of any kind in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Consideration Shares; and

(d) the receipt of the Consideration Shares by the Company Shareholder does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction; or (ii) any continuous disclosure reporting obligation of Glorious in the International Jurisdiction;

(17) in making the decision to acquire the Consideration Shares, the Company Shareholder has relied solely upon the information provided in the Public Record and the Listing Statement, and the Company Shareholder's own investigation of Glorious, which information and investigation has provided the Company Shareholder with all the information the Shareholder has deemed necessary for purposes of the Company Shareholder's investment decision, and has not relied upon any statements made or information provided by Glorious or any of its officers, employees, agents or representatives other than the statements and information that is set forth the Public Record and the Listing Statement. The Company Shareholder has had the opportunity to ask and have answered any and all questions which the Company Shareholder wished to ask with respect to the business and affairs of Glorious;

(18) the Company Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Company or Glorious, except as otherwise disclosed in this Agreement;

(19) to the knowledge of the Company Shareholder, no representation or warranty of the Company Shareholder contained in this Agreement contains any untrue statement of a Material Fact or omits to state a Material Fact necessary in order to make the statements contained herein not misleading;

(20) the facts which are the subject of the representations and warranties of the Company Shareholder contained in this Agreement comprise all Material Facts known to the Company Shareholder which are relevant to the Company Shareholder's obligations under the Transaction Documents or which might prevent the Company Shareholder from meeting its obligations under the Transaction Documents or executing its rights; and

(21) the Company Shareholder waives any and all interests, claims and actions in any way connected with, arising from, or related to the Consideration Shares.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES OF GLORIOUS

Section 7.1 Representations and Warranties of Glorious

Glorious represents and warrants to the Company that the following statements are true and correct as of the date hereof and as of the Closing Date:

(1) Glorious is a corporation duly continued, existing and in good standing under the Laws of the Province of British Columbia, and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as a foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such license or qualification is not or would not reasonably be expected to result in a Material Adverse Effect on the operations of Glorious) and has the corporate power to enter into the Transaction Documents and perform its obligations thereunder;

(2) Glorious does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity, other than as disclosed in the Public Record;

(3) Glorious is a "reporting issuer" within the meaning of applicable Canadian Securities Laws in the provinces of British Columbia, Alberta and Ontario, is not on the list of reporting issuers in default, is in compliance with all Applicable Securities Laws in all material respects and is not in material default of its continuous disclosure obligations under the securities Laws of such provinces;

(4) the Glorious Common Shares are listed for trading on the CSE and Glorious is not in material default of any of the listing requirements of the CSE;

(5) the execution and delivery of the Transaction Documents and all other related agreements or documents, and the completion of the transactions contemplated thereby, will by the Effective Time have been duly and validly authorized by all necessary corporate acts on the part of Glorious, and the Transaction Documents constitute legal, valid and binding obligations of Glorious;

(6) the authorized share capital of Glorious consists of an unlimited number of common shares without par value, of which 25,209,207 Glorious Common Shares are issued and outstanding as of the Effective Date, all of which shares are validly issued, fully paid, and non-assessable;

(7) except as set out in Exhibit B, there are, and will be at the Effective Time, no outstanding share purchase warrants, broker options, options, agreements, privileges (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option or right or privilege, or other rights or other arrangements under which Glorious is bound or obligated to issue additional shares in its capital, share purchase warrants, broker options, options or other rights to acquire shares in its capital, and, to Glorious' knowledge, none of the Glorious Shares are subject to the terms of any shareholder or voting trust agreement;

(8) there are no employees of Glorious that Glorious considers it has the right to terminate for cause, and no employee has made any claim or has any basis for any Action against Glorious arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or workers' compensation;

(9) to the knowledge of Glorious, no employee or consultant has made or has any basis for making any claim (whether under Law, any employment or consulting agreement or otherwise) on account of or for: (i) overtime pay, other than overtime for the current payroll period; (ii) wages or salary for any period other than the current payroll period; (iii) any bonus, raise or other compensation or remuneration; (iv) other time off, sick time or pay in lieu; or (v) any violation of any statute, ordinance, or regulation relating to minimum wages or the maximum hours of work;

(10) all disclosure documents of Glorious filed since January 1, 2021 under the Applicable Securities Laws of the Provinces of British Columbia, Alberta and Ontario, including, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications (the "**Glorious Disclosure Documents**"): (a) did not, as of their respective dates or dates of amendment, if applicable, contain any untrue statement of a Material Fact or omit to state a Material Fact required to be stated therein or necessary to make the statements therein not false or misleading in light of the circumstances under which they were made; and (b) complied in all material respects with Applicable Securities Laws at the time they were filed or furnished. Glorious has timely filed or furnished or caused to be filed or furnished with the applicable Canadian securities regulatory authorities all amendments, forms, reports, schedules, statements and other documents required to be filed or furnished by it with such regulatory authorities;

(11) neither the execution and delivery of the Transaction Documents, nor the completion of the transactions contemplated thereby will conflict with or will result in a violation or a breach of, or constitute (with or without due notice or lapse of time or both) a default under its constating documents or any indenture, director or shareholder minutes of Glorious, or any agreement or instrument or statute or Law to which Glorious is a party or by which any assets of Glorious are bound or any order, decree, statute, regulation, covenant or restriction applicable to Glorious;

(12) except as disclosed in the Glorious Disclosure Documents, there are no Actions judgements, assessments or reassessments, by or before any Governmental Authority or court now outstanding or pending or, to the best knowledge of Glorious, threatened against or affecting Glorious which involves its business or any of its property or assets that, if adversely resolved or determined, would reasonably be expected to have a Material Adverse Effect on Glorious after giving effect to the transactions contemplated under the Transaction Documents, and Glorious is not aware of any existing reasonable basis on which any such Action, judgment, assessment or reassessment might be commenced;

(13) Glorious has: (a) duly and timely filed, or caused to be filed, with appropriate Governmental Authorities, federal, state, provincial, local and all other Tax Returns that are required to be filed by it prior to the Effective Date, and all such Tax Returns are true and correct in all material respects and have not been materially amended; (b) paid on a timely basis all Taxes and all assessments and reassessments of Taxes which have become due before the Effective Date; and (c) withheld and remitted all amounts in respect of Taxes as required by applicable Law in respect of all periods ending prior to, or including, the Effective Time, and no Governmental Authority is asserting or has, to the knowledge of Glorious threatened to assert, or has any basis for asserting against Glorious any claim for additional Taxes or withholdings;

(14) Glorious has no knowledge of any facts and has not taken or agreed to take any action that would reasonably be expected to prevent or impede the Transactions from qualifying for the Intended Tax Treatment;

(15) the audited financial statements of Glorious for the years ended December 31, 2022 and 2021 (the "**Glorious Financial Statements**"), a copy of which has been filed publicly with the British Columbia, Alberta and Ontario securities regulatory authorities and is available on SEDAR, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of Glorious for the period then ended and the Glorious Financial Statements have been prepared in accordance with IFRS;

(16) except as disclosed in the Glorious Disclosure Documents, there are no material liabilities of Glorious, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Glorious Financial Statements except those incurred in the ordinary course of business of Glorious since December 31, 2022 and such liabilities are recorded in the books and records of Glorious;

(17) except as disclosed in the Glorious Disclosure Documents or the Glorious Financial Statements, since December 31, 2022, there has not been any material adverse change of any kind whatsoever to the financial position or condition of Glorious or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or listing of Glorious or the right or capacity of Glorious to carry on its business;

(18) Glorious is conducting and has since incorporation conducted its business in compliance with all applicable Law of each jurisdiction in which it carries on business (save where failure to comply with such applicable Law does not or would not reasonably be expected to result in a Material Adverse Effect on the operations of Glorious);

(19) other than the Shareholder Approval, the approval of the Court and the approval of the CSE, no permit, consent, approval, order or authorization of, or registration or declaration with, any Governmental Authority with jurisdiction over Glorious is required to be obtained by Glorious in connection with the execution and delivery of the Transaction Documents or the completion of the transactions contemplated therein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by the Transaction Documents or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the transactions contemplated under the Transaction Documents or otherwise prevent Glorious from performing its obligations under the Transaction Documents;

(20) to Glorious' knowledge, Glorious is not in material breach of any Law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever, and there is nothing arising from the Transaction Documents that may cause Glorious to be in material breach of any applicable Law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;

(21) the facts which are the subject of the representations and warranties of Glorious contained in this Agreement comprise all Material Facts known to Glorious which are relevant to Glorious' obligations under the Transaction Documents or which might prevent Glorious from meeting its obligations under the Transaction Documents or executing its rights; and

(22) the only vote of any of Glorious' shareholders necessary in connection with the entry into this Agreement by Glorious and the consummation of the transactions contemplated hereby, including the Closing, is the approval of the Glorious Arrangement Resolution by: (a) at least two-thirds of the votes cast on such resolution by Glorious Shareholders present in person or by proxy at the Glorious Meeting; (b) at least a simple majority of the votes cast on such resolution by Glorious Shareholders present in person or by proxy at the Glorious Meeting, excluding the Glorious Common Shares held directly or indirectly by "affiliates" and "control persons" of Glorious under National Instrument 41-101 – *General Prospectus Requirements* and Ontario Securities Commission Rule 56-501 – *Restricted Shares*; and (c) at least a simple majority of the votes cast on such resolution by Glorious Shareholders present in person or by proxy at the Glorious Meeting, excluding the Glorious Common Shares required to be excluded under Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

ARTICLE 8- COVENANTS AND OTHER AGREEMENTS

Section 8.1 Mutual Covenants and Conduct of the Parties Prior to Closing

Each of the Parties covenants and agrees as follows:

(a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement;

(b) to use commercially reasonable efforts to: (i) resist any proceedings that could prevent, delay or hinder all or any portion of the Transaction; and (ii) to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the Parties to complete the Transaction;

(c) to use commercially reasonable efforts to obtain, before the Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;

(d) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction;

(e) none of the Parties will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of Glorious and the Company, such consent not to be unreasonably withheld or delayed;

(f) to promptly notify the other Party if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;

(g) to co-operate with each of the Parties in good faith in order to ensure the timely completion of the Transaction; and

(h) to use commercially reasonable efforts to co-operate with each of the other Parties in connection with the performance by the other of its obligations under this Agreement.

Section 8.2 Covenants and Conduct of Glorious Prior to the Closing

(1) From the date hereof until the Closing, except: (i) as otherwise provided or contemplated in this Agreement, including the consummation of the Transaction and the Arrangement; (ii) as required by applicable Law or Contract; (iii) as consented to in writing by the Company (which consent shall not be unreasonably withheld, conditioned or delayed); and (iv) to the extent that such action or inaction would not be reasonably likely to have a Material Adverse Effect on the Company, Glorious shall: (x) conduct its business in the ordinary course of business consistent with past practice; and (y) use commercially reasonable efforts to maintain and preserve intact the current organization, business and franchise of Glorious. Without limiting the foregoing, from the date hereof until the Closing Date, Glorious shall not, except as contemplated or required under this Agreement or as consented to by the Company:

(a) declare or pay any dividends or distribute any of its properties or assets to shareholders;

(b) alter or amend its Articles or Notice of Articles or any other constating document;

(c) except with respect to the Glorious Pre-Closing Financing or in connection with the exercise of an existing Glorious Warrant, issue, sell or deliver shares of its capital stock or issue or sell any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any shares of its capital stock;

(d) effect any recapitalization, reclassification, stock dividend, stock split or like change in its capitalization;

(e) make any redemption or purchase of any shares of Glorious;

(f) acquire, directly or indirectly, any assets, including but not limited to securities of other companies;

(g) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets;

(h) incur or commit to incur any indebtedness or issue any debt securities or make or commit to make any capital expenditures;

(i) make or rescind any material express or deemed election relating to Taxes, amend any Tax Return, settle or compromise any litigation relating to Taxes or change any of its methods of reporting income or deductions for federal, state, national, provincial, local or foreign income Tax purposes from those employed in the

preparation of the last filed federal, state, national, provincial, local or foreign income Tax Returns;

(j) take any action or agree to take any action that would be reasonably likely to prevent the Transaction and the Arrangement from qualifying for the Intended Tax Treatment;

(k) amend or terminate any material agreement (other than as a result of expiration of its term) or enter into any material agreement;

(l) adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of Glorious;

(m) become delinquent on any debts, Taxes and other material obligations;

(n) take any action which may be in violation of any applicable Law;

(o) approve, authorize or implement any change to the business, financial condition or management of Glorious; or

(p) authorize any of, commit or agree to take any of the foregoing actions.

(2) Glorious covenants and agrees with the Company:

(a) that until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with this Agreement, it will:

(i) in a timely and expeditious manner:

(A) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and

(B) file and/or deliver any document or documents required pursuant to applicable Laws and/or the rules and policies of the CSE in connection with the Transaction as contemplated herein after the Closing;

(b) to not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise for securities or

assets of Glorious, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event Glorious, including any of its officers or directors, receives any form of offer or inquiry, Glorious shall forthwith (in any event within one business day following receipt) notify the Company of such offer or inquiry and provide the Company with such details as it may request;

(c) to make available and afford the Company and its authorized representatives and, if requested by the Company, provide a copy of, all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Glorious. Glorious will afford the Company and its authorized representatives every reasonable opportunity to have free and unrestricted access to Glorious' property, assets, undertaking, records and documents. At the request of the Company, Glorious will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of Glorious' business and any of its property or to enable the Company and its authorized representatives to obtain full access to all files and records relating to any of the assets of Glorious maintained by governmental or other public authorities. The obligations in this Section 8.2(2)(c)are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance Glorious will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of the Company under this section will not mitigate or otherwise affect the representations and warranties of Glorious hereunder;

(d) to the extent necessary, to make application to the CSE and diligently pursue the approval of the Transaction (including the obligation of Glorious to issue the Consideration Shares);

(e) that except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Glorious will be required to disclose that information has been withheld on this basis), furnish promptly to the Company (on behalf of itself and the Company Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by Glorious in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction;

(f) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the

same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;

(ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either Glorious or the Company before any Governmental Authority to the extent permitted by such authorities;

(iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;

(iv) subject to applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(v) except as may be necessary or desirable in order to effect the Transaction, not alter or amend its Notice of Articles or Articles as the same exist at the date of this Agreement;

(vi) not fail to take or agree not to take any action if failure to take such action would be reasonably likely to prevent the Transaction and the Arrangement from qualifying for the Intended Tax Treatment;

(vii) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders; and

(viii) take all necessary corporate action and proceedings to approve and authorize the issuance of the Consideration Shares.

Section 8.3 Covenants and Conduct of the Company Prior to the Closing

(1) From the date hereof until the Closing, except: (i) as otherwise provided or contemplated in this Agreement, including the consummation of the Transaction and the Arrangement; (ii) as required by applicable Law or Contract; (iii) as consented to in writing by Glorious (which consent shall not be unreasonably withheld, conditioned or delayed); and (iv) to the extent that such action or inaction would not be reasonably likely to cause a Company Material Adverse Effect, the Company Shareholders shall, and shall cause the Company to: (x) conduct the Business in the ordinary course of business consistent with past practice; and (y) use commercially reasonable efforts to maintain and preserve intact the current organization, business and franchise of the Company, and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the Company. Without limiting the foregoing, from the date hereof until the Closing Date, the Company shall not, except as contemplated or required under this Agreement or as consented to by Glorious:

(a) declare or pay any dividends or distribute any of its properties or assets to shareholders;

(b) issue, sell or deliver any shares of its capital stock or issue or sell any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any shares of its capital stock;

(c) effect any recapitalization, reclassification, stock dividend, stock split or like change in their capitalization;

(d) amend or otherwise modify in any respect its organizational documents;

(e) make any redemption or purchase of any shares of the Company;

(f) acquire, directly or indirectly, any assets outside the ordinary course business, including but not limited to securities of other companies;

(g) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets outside of the ordinary course of business;

(h) incur or commit to incur any indebtedness or issue any debt securities or make or commit to make any capital expenditures outside of the ordinary course of business;

(i) make or rescind any material express or deemed election relating to Taxes, amend any Tax Return, settle or compromise any litigation relating to Taxes or change any of its methods of reporting income or deductions for federal, state, national,

local or foreign income Tax purposes from those employed in the preparation of the last filed federal, state, national, local or foreign income Tax Returns;

(j) change its methods of accounting in effect as of December 31, 2022 (except as required by a change in GAAP accounting standards since December 31, 2022);

(k) make any increase in the compensation or benefits of any employees except in the ordinary course of business and consistent with past practice;

(l) take any action or agree to take any action that would be reasonably likely to prevent the Transaction and the Arrangement from qualifying for the Intended Tax Treatment;

(m) amend or terminate any AeroBloom Material Contract (other than as a result of expiration of its term);

(n) adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company;

(o) become delinquent on any debts, Taxes and other material obligations;

(p) take any action which may be in violation of any applicable Law;

(q) approve, authorize or implement any change to the business, financial condition or management of the Company; or

(i) authorize any of, commit or agree to take any of the foregoing actions.

(2) The Company covenants and agrees with Glorious that, as of the date hereof, the Company has delivered an aggregate of US$1,839,357.83 in proceeds (the "**Escrowed Proceeds**"), which amount was paid from a previous crowdfunding financing completed by the Company of gross proceeds of US5,000,000, to CorPay Solutions, an escrow agent mutually agreed upon between Glorious and the Company (the "**Escrow Agent**"), which Escrow Proceeds are to be held by such Escrow Agent until the earlier of Closing or termination of this Agreement, at which point the Escrowed Proceeds will be delivered to the Company, except that in the event of termination by Glorious pursuant to a Termination Fee Event, then the Company will owe Glorious the Termination Fee and shall direct the Escrow Agent to deduct the Termination Fee from the Escrowed Proceeds and deliver the Termination Fee to Glorious, with the balance of the Escrowed Proceeds, in the amount of US$839,357.83, to be returned to the Company by the Escrow Agent.

Section 8.4 Mutual Covenants Prior to the Closing

(1) The Company and Glorious mutually covenant and agree that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with this Agreement, each Party will:

(a) not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, for securities or assets of the Party, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event, the Party, including any of its officers or directors, receives any form of offer or inquiry, the receiving Party shall forthwith (in any event within one business day following receipt) notify the other Party of such offer or inquiry and provide such other Party with such details as it may request;

(b) make available and afford any Party and its authorized representatives and, if requested by such Party, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Party. Each Party will afford the other Party and its authorized representatives every reasonable opportunity to have free and unrestricted access to the Party's property, assets, undertaking, records and documents. At the request of either Party, the other Party will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Party's business and any of its property or to enable such Party or its authorized representatives to obtain full access to all files and records relating to any of the assets of the Party maintained by governmental or other public authorities. The obligations in this section are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance such Party will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of either Party under this Section 8.4(1)(b)will not mitigate or otherwise affect the representations and warranties of the other Party hereunder;

(c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance a Party will be required to disclose that information has been withheld on this basis), furnish promptly to either Party a copy of each notice, report, schedule or other document or communication delivered, filed or received by such Party in connection with or related to the Transaction, any filings under applicable laws

and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction;

(d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done;

(e) do all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;

(ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either Party before any Governmental Authority to the extent permitted by such authorities; and

(iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;

(f) subject to applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(g) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the other Party, and such Party will keep the other Party fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;

(h) except as may be necessary or desirable in order to effect the Transaction, not alter or amend its articles, notice of articles or by-laws as the same exist at the date of this Agreement;

(i) not fail to take or agree not to take any action if failure to take such action would be reasonably likely to prevent the Transaction and the Arrangement from qualifying for the Intended Tax Treatment;

(j) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

(i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

(ii) increase or decrease its paid-up capital or purchase or redeem any shares, other than pursuant to this Agreement;

(iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares;

(iv) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of the Party (including those that are convertible or exchangeable into securities of such Party), other than as contemplated under this Agreement; and

(v) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Company Reorganization Shares to Glorious.

Section 8.5 Covenants of the Company Shareholders

(1) Each Company Shareholder covenants and agrees with Glorious and the Company that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with this Agreement, they will:

(a) enter into such escrow arrangements in respect of the Consideration Shares as may be required in accordance with Applicable Securities Laws and/or as required to comply with the Lock-Up Period and the requirements of the CSE;

(b) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:

(c) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction;

(d) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;

(e) subject to applicable Laws or as otherwise authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(f) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the AeroBloom Class B Common Stock to Glorious; and

(g) not encumber in any manner the Company Shares or the Company Reorganization Shares and ensure that at the Closing the Company Shares or the Company Reorganization Shares are free and clear of all Liens, demands, claims and other encumbrances whatsoever.

Section 8.6 Access to Information

From the date hereof until the Closing, the Company Shareholders and the Company shall: (a) afford Glorious and its Representatives full and free access to and the right to inspect all properties, assets, premises, books and records, contracts and other documents and data related to the Company; (b) furnish Glorious and its Representatives with such financial, operating and other data and information related to the Company as Glorious or any of its Representatives may reasonably request; and (c) instruct the Representatives of the Company Shareholders and the Company to cooperate with Glorious in its investigation of the Company; provided, however, that any such investigation shall be conducted during normal business hours upon reasonable advance notice to the Company and in such a manner as to not materially interfere with the normal Business operations of the Company. No investigation by Glorious or other information received by Glorious shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Company Shareholders in this Agreement.

Section 8.7 No Solicitation of Other Bids

(1) The Company Shareholders and the Company, and Glorious shall not, and shall not authorize or permit any of their respective Affiliates or any of their respective Representatives to, directly or indirectly: (a) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (b) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (c) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal.

(2) The Company Shareholders and the Company, and Glorious shall immediately cease and cause to be terminated, and shall cause their Affiliates and all of their respective

Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" shall mean any inquiry, proposal or offer from any Person (other than Glorious or any of its Affiliates) concerning: (a) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving the Company; (b) the issuance or acquisition of shares of capital stock or other equity securities of the Company constituting 20% or more of the total outstanding capital stock or other equity securities of the Company or Glorious, as applicable; (c) the sale, lease, exchange or other disposition of any significant portion of the Company's or Glorious', as applicable, properties or assets; or (d) any other transaction which would prevent the Arrangement.

(3) The Company Shareholders and the Company and Glorious agree that the rights and remedies for noncompliance with this Section 8.7 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Glorious and that money damages would not provide an adequate remedy to Glorious.

Section 8.8 Notice of Certain Events

(1) From the date hereof until the Closing, the Company and the Company Shareholders, severally and not jointly, shall promptly notify Glorious in writing of:

(a) any fact, circumstance, event or action the existence, occurrence or taking of which: (i) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; (ii) has resulted in, or could reasonably be expected to result in, any representation or warranty made by the Company or the Company Shareholders, as the case may be, hereunder not being materially true and correct; or (iii) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Article 10 to be satisfied;

(b) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the Arrangement;

(c) any notice or other communication from any Governmental Authority in connection with the Arrangement; and

(d) any Actions commenced or, to the Company Shareholders' knowledge and the Company's Knowledge, threatened against, relating to or involving or otherwise affecting the Company that, if pending on the date of this Agreement that relates to the consummation of the Arrangement, or would have required disclosure pursuant to this Agreement.

(2) Glorious' receipt of information pursuant to this Section 8.8 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Company Shareholders in this Agreement.

Section 8.9 Confidentiality

From and after the Closing, each of the Parties shall, and shall cause its Affiliates to, hold, and shall use its commercially reasonable efforts to cause their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the other Parties, except to the extent that the Party can show that such information: (a) is generally available to and known by the public through no fault of such Party or any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by such Party or any of its Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.

Section 8.10 Governmental Approvals and Consents

(1) Each Party shall, as promptly as possible: (a) make, or cause or be made, all filings and submissions required under any Law applicable to such Party or any of its Affiliates; (b) if required, use its commercial best efforts to ensure the valid transfer (or authorization to change ownership) of all Permits from the Company to Glorious or a direct or indirect Subsidiary of Glorious as of the Closing such that Glorious and its Affiliates would not suffer any interruption in the operation of the Business as currently conducted after the Closing; and (c) use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement, the transactions contemplated hereby, including the Plan of Arrangement, and the performance of its obligations pursuant to this Agreement. Each Party shall cooperate fully with the other Party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The Parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(2) The Company Shareholders, the Company and Glorious shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties necessary for the completion of the Transaction.

Section 8.11 CSE Listing of Glorious Subordinate Voting Shares

Glorious shall use commercially reasonable efforts to cause the Glorious Subordinate Voting Shares to be conditionally approved for listing on the CSE, subject to completion of the Arrangement, prior to the Closing Date. The Company and its counsel shall have the right to review and comment on any content in the Listing Statement to be submitted to the CSE related to the Company or the Transaction before such filings are submitted to the CSE.

Section 8.12 Closing Conditions

From the date hereof until the Closing, each Party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article 10.

Section 8.13 Public Announcements

(1) Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), the Company and its Affiliates shall not make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of Glorious.

(2) Glorious will provide the Company the opportunity to review and comment on the initial public announcement regarding this Agreement and the Arrangement as well as any other news release Glorious proposes to issue.

Section 8.14 Further Assurances

Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE 9- TAX MATTERS

Section 9.1 Termination of Existing Tax Sharing Agreements

Any and all existing Tax sharing agreements (whether written or not) binding upon the Company or its Subsidiaries shall be terminated as of the Closing Date. After such date neither the Company, the Company Shareholders nor any of the Company Shareholders' Affiliates and their respective Representatives shall have any further rights or liabilities thereunder.

Section 9.2 Tax Indemnification

The Company Shareholders shall indemnify the Company, Glorious, and each Glorious Affiliate and hold them harmless from and against: (a) any Loss attributable to any breach of or inaccuracy in any representation or warranty made by the Company Shareholders in this Agreement; (b) any Loss attributable to any breach or violation of, or failure to fully perform, any covenant, agreement, undertaking or obligation in this Article 9; (c) all Taxes of the Company or relating to the Business for all Pre-Closing Tax Periods; (d) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company (or any predecessor of the Company) is or was a member on or prior to the Closing Date by reason of a liability under Treasury Regulation Section 1.1502-6 or any comparable provisions of foreign, state or local Law; and (e) any and all Taxes of any Person imposed on the Company arising under the principles of transferee or successor liability or by contract, relating to an event or transaction occurring before the Closing Date. In each of the above cases, together with any out-of-pocket fees and expenses (including attorneys' and accountants' fees) incurred in connection therewith. The Company Shareholders shall reimburse Glorious for any Taxes of the Company that are the responsibility of the Company Shareholders pursuant to this Section 9.2 within ten (10) Business Days after payment of such Taxes by Glorious or the Company.

Section 9.3 Tax Treatment of Indemnification Payments

Any indemnification payments pursuant to this Article 9 shall be treated as an adjustment to the deemed exchange price for the Transaction by the Parties for Tax purposes, unless otherwise required by Law.

Section 9.4 Survival

Notwithstanding anything in this Agreement to the contrary, the provisions of this Article 9 shall survive for the full period during which the applicable Governmental Authority may make a reassessment of the Taxes at issue (giving effect to any waiver, mitigation or extension thereof) plus 90 days.

Section 9.5 Overlap

To the extent that any obligation or responsibility pursuant to Article 10 may overlap with an obligation or responsibility pursuant to this Article 9 the provisions of this Article 9 shall govern.

Section 9.6 Tax Returns

(1) The Company shall prepare, or cause to be prepared, and timely file, or cause to be timely filed, all Tax Returns of the Company that are required to be filed on or before the Closing Date and pay all Taxes shown as due on such Tax Returns. All such Tax Returns shall be prepared in accordance with the most recent past practice of the Company (except as otherwise required by Law). Glorious shall prepare, or cause to be prepared, and timely file, or cause to be timely filed, all Tax Returns of the Company that are required to be filed after the Closing Date, subject to review and approval by the Company Shareholder Representative (as defined herein), such approval not to be unreasonably withheld. All such Tax Returns with respect to a Pre-Closing Tax Period or Straddle Period that are to be prepared and filed by Glorious pursuant to this Section 9.6(1) shall be: (a) prepared and timely filed in a manner consistent with the most recent past practice of the Company and Section 9.6(2) (except as otherwise required by applicable Law); and (b) delivered to the Representative designated by the Company Shareholders (the "**Company Shareholder Representative**") for the Company Shareholder Representative's review no later than thirty (30) Business Days before the filing due date thereof (or, in respect of sales Tax Returns, ten (10) Business Days before the filing due date thereof). If the Company Shareholder Representative approves the Tax Returns, then Glorious shall file or cause to be filed such Tax Returns. If, within twenty (20) days after the receipt of the Tax Returns (or, in respect of sales Tax Returns, five (5) Business Days before the filing due date thereof), the Company Shareholder Representative notifies Glorious that it disputes any of the contents of the Tax Returns, then Glorious and the Company Shareholder Representative shall attempt to resolve their disagreement within five (5) days following the notification of such disagreement. If Glorious and the Company Shareholder Representative are not able to resolve their disagreement, then the dispute shall be submitted to an accountant mutually agreed to by the parties (the "**Settlement Accountant**") as an expert and not an arbitrator, for resolution on at least a more-likely-than-not basis. Glorious and the Representative shall use their reasonable efforts to cause the Settlement Accountant to resolve the disagreement within thirty (30) days after the

date on which they are engaged or as soon as possible thereafter. The determination of the Settlement Accountant shall be final and binding on the parties. If the Settlement Accountant is unable to resolve any such dispute prior to the due date (with applicable extensions) for the relevant Tax Return, such Tax Return shall be filed as prepared by Glorious subject to amendment, if necessary, to reflect the resolution of the dispute by the Settlement Accountant. The cost of the services of the Settlement Accountant shall be borne by the party whose calculation of the matter in disagreement differs the most from the calculation as finally determined by the Settlement Accountant. The Company Shareholder Representative (on behalf of the Company Shareholders) shall pay to Glorious the amount of Taxes due with respect to such Tax Returns prepared by Glorious in each case not less than five (5) days prior the date on which the applicable Tax is required to be remitted to a Governmental Authority.

(2) For purposes of preparing any income Tax Return of the Company, in the case of any Straddle Period, items of income, gain, loss and deduction shall be apportioned between the Pre-Closing Tax Period and the remaining portion of such Tax year or period on the basis of a closing of the books as of the end of the Closing; provided, however, that in the case of a Tax not based on income, receipts, proceeds, profits or similar items, the amount of Taxes for a Straddle Period apportioned to the Pre-Closing Tax Period shall be equal to the amount of Tax for the Straddle Period multiplied by a fraction, the numerator of which shall be the number of days from the beginning of the Tax period through the Closing Date and the denominator of which shall be the number of days in the Tax period.

(3) If any Governmental Authority issues to the Company a notice of deficiency, or of its intent to audit or conduct another proceeding with respect to a Tax Return or Taxes of the Company, for any Pre-Closing Tax Period or Straddle Period, then Glorious shall notify the Company Shareholder Representative, or the Company Shareholder Representative shall notify Glorious, as the case may be, of its receipt of such communication from the Governmental Authority within 10 days of receipt and provide the other party with copies of all correspondence and other documents received from the Governmental Authority. The Company Shareholder Representative shall control any audit or other proceeding with respect to the Taxes or Tax Returns of the Company for any Pre-Closing Tax Period; *provided that* Glorious shall be entitled to participate in the conduct of any such audit or other proceeding at its expense and the Company Shareholder Representative shall not settle or compromise any such audit or other proceeding without the prior written consent of Glorious, such consent not to be unreasonably withheld or delayed. Glorious shall control any audit or other proceeding in respect of any Taxes or Tax Returns of the Company for any Straddle Period; *provided that* the Company Shareholder Representative, at its expense, shall have the right to participate in any such audit or other proceeding and Glorious shall not settle, resolve, or abandon any such audit or other proceeding without the prior written consent of the Company Shareholder Representative, such consent not to be unreasonably withheld or delayed.

(4) Each of Glorious and the Company Shareholders and the Company Shareholder Representative shall reasonably cooperate with the other party in connection with the filing of any Tax Return, in any audit, litigation or other proceeding with respect to Taxes, and in allowing the Company Shareholder Representative to review Tax Returns of the

Company for any Pre-Closing Tax Period or Straddle Period prepared by Glorious pursuant to Section 9.6. Such cooperation shall include the retention and the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any materials provided hereunder; *provided, however*, that Glorious and its Affiliates shall not be required to provide records and information or additional information or explanation that are protected by the attorney-client, work product or similar protection or privilege. Glorious agrees to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by the Company Shareholder Representative, any extensions thereof) of the respective taxable periods.

(5) After the Closing, except as required by Law, each of Glorious, its Affiliates and the Company shall not amend, modify, or otherwise change any Tax Return of the Company relating to any taxable period ending on or prior to the Closing Date without the prior written consent of the Company Shareholder Representative, which consent shall not be unreasonably withheld, conditioned or delayed. After the Closing, Glorious, its Affiliates or the Company shall consult in good faith with the Company Shareholder Representative prior to amending, modifying, or otherwise changing any Tax Return of the Company with respect to the Straddle Period, and shall consider in good faith any reasonable comments of the Company Shareholder Representative with respect to such amendment, modification or change.

ARTICLE 10 - CONDITIONS TO CLOSING

Section 10.1 Conditions to Obligations of All Parties

The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions any one or more of which may be waived (if legally permitted) in writing by both of the Company and Glorious:

(1) subject to the last paragraph of this Section 10.1, all consents or approvals from Governmental Authorities shall have been received for the consummation of the Transaction and the Arrangement and other transactions contemplated under this Agreement. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;

(2) no Action shall have been commenced against Glorious, the Company Shareholders or the Company which, if successful, would prevent the Arrangement;

(3) prior to obtaining the Interim Order, the board of directors of Glorious shall have received the opinion (the "**Fairness Opinion**") of an advisor acceptable to Glorious and the Company to the effect that, as of the date of such opinion, subject to the assumptions and

limitations set out therein, the terms and conditions of the Arrangement are fair, from a financial point of view;

(4) the Interim Order and the Final Order shall have each been obtained on terms consistent with this Agreement, and shall not have been set aside or modified in a manner unacceptable to either Glorious or the Company, on appeal or otherwise;

(5) Shareholder Approval of the Glorious Arrangement Resolution shall have been obtained at the Glorious Meeting in accordance with the Interim Order;

(6) the Notice of Articles and Articles of Glorious shall be amended to create the Glorious Multiple Voting Shares and re-designate the Glorious Common Shares as Glorious Subordinate Voting Shares;

(7) except in respect of those holders as are subject to restrictions on resale as a result of being a "control person" under Canadian Securities Laws, the Lock-Up Period and any Glorious Shares required to be escrowed by the CSE or Applicable Securities Laws, there shall be no resale restrictions on the Glorious Shares issued in connection with the Transaction or the Arrangement;

(8) the Glorious Subordinate Voting Shares shall have been conditionally approved for listing, subject to issuance, on the CSE by no later than November 30, 2023 or such other date as is agreed to by the Company and Glorious;

(9) the issuance of the Consideration Shares is exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption;

(10) the Company will have entered into a Founder Employment Agreement with each Founder;

(11) all other consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities (including the CSE) or other persons necessary to permit the completion of the Transactions shall have been obtained;

(12) there being no inquiry or investigation (whether formal or informal) in relation to the Company or its respective directors or officers commenced or threatened by any securities commission or official of the CSE or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on the Company and its business, assets or financial condition; and

(13) except as disclosed in this Agreement, none of the Parties shall be subject to unresolved litigation or court proceedings.

The foregoing conditions precedent are for the benefit of all Parties and may be waived by mutual consent of the Company and Glorious, in whole or in part, without prejudice to any Party's right to rely on any other condition in favour of any Party.

Section 10.2 Conditions to Obligations of Glorious

The obligations of Glorious to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(1) the Company shall have completed the Pre-Closing Reorganization;

(2) each of the representations and warranties of: (a) the Company contained in Article 5; and (b) the Company Shareholders contained in Article 6 shall be true and correct in all material respects as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case, they shall be true and correct on and as of such earlier date);

(3) the Company Shareholders (or a Representative of the Company on behalf of any Company Shareholder) and the Company shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it or them prior to or on the Closing Date;

(4) from the date of this Agreement, there shall not have occurred any Material Adverse Effect on the Company, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect on the Company;

(5) Glorious shall have received from the Company the written consent of its board of directors to the Transaction and written consent of the majority of its shareholders to the Transaction;

(6) Glorious shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Company that each of the conditions set forth in Section 10.2(1) and Section 10.2(3) have been satisfied;

(7) Glorious shall have received a certificate of an officer of the Company certifying that attached thereto are true and complete copies of all requisite resolutions adopted by the board of directors of the Company authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby;

(8) Glorious shall have received a Company Joinder Agreement from each of the Company Shareholders identified in Exhibit A hereto;

(9) the Company Shareholders (or a Representative of the Company on behalf of any Company Shareholder) shall have delivered, or caused to be delivered, certificates evidencing transfer of the Company Shares or Company Reorganization Shares, free and clear of Encumbrances, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank;

(10) the Company shall have delivered all Permits, and all consents and approvals from Governmental Authorities required for the consummation of the Transaction and the Arrangement and other transactions contemplated under this Agreement, and such Permits and consents shall be in full force and effect and shall permit Glorious or its designee to operate the Business on the Closing Date without any interruption to the Business as conducted prior to the Closing Date;

(11) the Company and the Company Shareholders shall have delivered to Glorious such other documents or instruments as Glorious reasonably requests and are reasonably necessary to consummate the Transaction;

(12) the Company shall have delivered to Glorious a properly executed statement, dated as of the Effective Date, in accordance with United States Treasury Regulation Sections 1.897-2(h) and 1.1445-2(c)(3) and in a form reasonably acceptable to Glorious, certifying that an interest in the Company is not a U.S. real property interest within the meaning of Section 897(c) of the Code;

(13) each of the Company Shareholders shall have delivered to Glorious on an IRS Form W-9 or Form W-8BEN, as applicable, reasonably acceptable to Glorious;

(14) the Company and the Company Shareholders shall have tendered all closing deliveries set forth in Section 2.5(2) and Section 2.5(3), respectively, including delivery of the Company Shares or Company Reorganization Shares, as applicable, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Company Shares or Company Reorganization Shares to Glorious acceptable to Glorious, acting reasonably;

(15) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Company; and

(16) the AeroSynergy Acquisition will have been completed on terms acceptable to the Glorious.

The foregoing conditions precedent are for the benefit of Glorious and may be waived by the Glorious, in whole or in part, without prejudice to Glorious' right to rely on any other condition in favour of Glorious.

Section 10.3 Conditions to Obligations of the Company Shareholders and the Company

The obligations of the Company Shareholders and the Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Company's waiver, at or prior to the Closing, of each of the following conditions:

(1) each of the representations and warranties of Glorious contained in Article 7 shall be true and correct in all material respects as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case, they shall be true and correct on and as of such earlier date);

(2) Glorious shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(3) the Company Shareholders and the Company shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Glorious, that each of the conditions set forth in Section 10.3(1) and Section 10.3(2) have been satisfied;

(4) Glorious shall have delivered to the Company such other documents or instruments as the Company reasonably request and are reasonably necessary to consummate the Transaction;

(5) from the date of this Agreement, there shall not have occurred any Material Adverse Effect on Glorious, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect on Glorious;

(6) the directors of the Company will have adopted all necessary resolutions to permit the consummation of the Transactions;

(7) Glorious shall have completed the Pre-Closing Financing for minimum gross proceeds of at least $700,000 on terms acceptable to the Parties; and

(8) Glorious shall have at least $1,100,000 in cash or cash equivalents (including the proceeds from the Pre-Closing Financing) on the Closing Date.

The foregoing conditions precedent are for the benefit of the Company and the Company Shareholders and may be waived by the Company, in whole or in part, without prejudice to the Company's and the Company Shareholders' right to rely on any other condition in favour of the Company and the Company's Shareholders.

ARTICLE 11 - SURVIVAL & INDEMNIFICATION

Section 11.1 Survival

Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein (other than any representations or warranties with respect to Tax matters which are subject to Article 9) shall survive the Closing and shall remain in full force and effect until the date that is twelve (12) months from the Closing Date. All covenants and agreements of the Parties contained herein shall survive the Closing for the period explicitly specified herein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party to the breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 11.2 Indemnification By the Company Shareholders

(1) For a period of twelve (12) months after the Closing and subject to the other terms and conditions of this Article 11, each of the Company Shareholders, severally and not jointly, shall indemnify and defend each of Glorious and its Affiliates and their respective Representatives (collectively, the "Buyer Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Company or the Company Shareholders contained in this Agreement, the Transaction Documents to which any of the Company or the Company Shareholders is a Party, or in any certificate or instrument delivered by or on behalf of the Company or the Company Shareholders pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Company or the Company Shareholders pursuant to this Agreement.

Section 11.3 Indemnification By Glorious

(1) For a period of twelve (12) months after the Closing and subject to the other terms and conditions of this Article 11, Glorious shall indemnify and defend each Company Shareholder and its Affiliates and their respective Representatives (collectively, the "**Company Shareholder Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Company Shareholder Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Glorious contained in this Agreement, the Transaction Documents to which Glorious is a Party, or in any certificate or instrument delivered by or on behalf of either of them pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Glorious pursuant to this Agreement.

Section 11.4 Indemnification Procedures

The Party making a claim under this Article 11 is referred to as the "**Indemnified Party**", and the Party against whom such claims are asserted under this Article 11 is referred to as the "**Indemnifying Party**".

(1) Any indemnification claims by an Indemnified Party pursuant to this Article 11 that do not result from a Third-Party Claim (as defined below) shall be asserted by the Indemnified Party, giving the Indemnifying Party prompt written notice thereof, stating the amount of the Loss, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises.

(2) If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a Party to this Agreement or an Affiliate of a Party to this Agreement or a Representative of the foregoing (a "**Third-Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third-Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party is harmed by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is a Company Shareholder, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third-Party Claim that seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to subject to Section 11.4(3), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third-Party Claim, the Indemnified Party may, subject to Section 11.4(3), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. The Company Shareholders and Glorious shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without

expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(3) Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 11.4(3). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 11.4(2), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(4) Any Action by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Company's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(5) Notwithstanding any other provision of this Agreement, the control of any claim, assertion, event or proceeding in respect of Taxes of the Company (including, but not limited to, any such claim in respect of a breach of the representations and warranties in this Agreement or any breach or violation of or failure to fully perform any covenant, agreement, undertaking or obligation in Article 9) shall be governed exclusively by Article 9.

Section 11.5 Payments

Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article 11, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The Parties agree that should an Indemnifying Party not make full payment of any such obligations within such fifteen (15) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to 10%. Such interest shall be calculated daily on the basis of a 365-day year and the actual number of days elapsed. In the event the Indemnifying Party is a Company Shareholder, the Indemnified Party shall look directly to the Indemnifying Party for satisfaction of such indemnity obligations. Notwithstanding the foregoing the Parties agree that: (i) any indemnification payment made by Glorious to a Company Shareholder Indemnitee shall be made in the form of Glorious stock (i.e., no cash payments), and (ii) the Company Shareholders will not be required to make an indemnification payment to Glorious to the extent such payment would cause the Transactions to fail to qualify for the Intended Tax Treatment.

Section 11.6 Non-Recourse Parties

This Agreement may only be enforced against the named Parties and their respective successors and assigns (subject to the terms, conditions and other limitations set forth herein). Following the Closing: (a) all Actions that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may be made only against the Persons that are expressly identified as Parties and their successors and assigns; and (b) except as expressly provided hereunder, no Person who is not a named Party to this Agreement including, without limitation, any director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of any named party to this Agreement, including any Person negotiating or executing this Agreement on behalf of a Party (each, a "**Non-Recourse Party**") shall have any liability or obligation with respect to this Agreement or with respect to any claim or cause of action that may arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement. Each Non-Recourse Party is expressly intended as a third-party beneficiary of this provision of this Agreement.

Section 11.7 Disclaimer of Additional Representations and Warranties

Each Party acknowledges and agrees that, except for the representations, warranties and agreements expressly set forth in this Agreement, such Party is not relying on any other representation or warranty, express or implied, at Law or in equity, with respect to the matters contained herein. The foregoing shall not apply to the tax representations and other tax matters governed exclusively by Article 9.

Section 11.8 Tax Treatment of Indemnification Payments

All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the deemed exchange price for the Transactions for Tax purposes, unless otherwise required by Law.

Section 11.9 Effect of Investigation

The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 10.2 or Section 10.3, as applicable.

Section 11.10 Exclusive Remedies

The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims to the extent arising from fraud) relating (directly or indirectly) to any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement or the transactions contemplated hereby shall be pursuant to the indemnification provisions set forth in Article 9 and this Article 11, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether in contract or tort, or whether at Law or in equity, or otherwise. The provisions in this Agreement relating to indemnification, and the limits imposed on the Indemnified Parties' remedies with respect to this Agreement and the transactions contemplated hereby were specifically bargained for between sophisticated parties and were specifically taken into account in the determination of the amounts to be paid to the Company Shareholders hereunder. No Indemnified Party may avoid the limitations on liability set forth in this Agreement by seeking damages for breach of contract, tort or pursuant to any other theory of liability. Nothing in this Section 11.10 shall limit the rights of a Party to seek specific performance of the other Parties' obligations hereunder in accordance with this Agreement or limit a Party's right to bring a claim for fraud.

ARTICLE 12 - TERMINATION

Section 12.1 Termination

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

(a) by the mutual written consent of the Company and Glorious;

(b) by Glorious by written notice to the Company if Glorious is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Company Shareholders or the Company pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 10.1 or Section 10.2 and such breach, inaccuracy or failure has not been cured by the

Company Shareholders or the Company, as applicable, within fifteen (15) Business Days of receipt of written notice of such breach from Glorious;

(c) by the Company by written notice to Glorious if neither the Company Shareholders nor the Company are then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Glorious pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 10.1 or Section 10.3 and such breach, inaccuracy or failure has not been cured by Glorious within fifteen (15) Business Days of receipt of written notice of such breach from the Company;

(d) by Glorious or by the Company in the event that: (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable;

(e) by the Company if Glorious failed to obtain the Shareholder Approval or the Glorious Subordinate Voting Shares are not conditionally approved for listing on the CSE by December 31, 2023; or

(f) by Glorious or by the Company if the Arrangement is not completed by December 31, 2023.

Section 12.2 Notice of Termination

A terminating Party will provide written notice of termination to the other Parties specifying with particularity the reason for such termination (including the provision or provisions of this Agreement pursuant to which such termination is to be effected). If more than one provision of Section 12.1 is available to a terminating Party in connection with a termination, a terminating party may rely on any available provisions in Section 12.1 for any such termination, whether or not to the exclusion of other available provisions in this Section 12.1.

Section 12.3 Effect of Termination

In the event of the termination of this Agreement in accordance with this Article 12, this Agreement shall forthwith become void and there shall be no liability on the part of any Party except:

(a) as set forth in this Article 12, Section 8.7(3) and Section 12.4; and

(b) that nothing herein shall relieve any Party from liability for any willful breach of any provision hereof.

Section 12.4 Termination Fee

Despite any other provision in this Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, if Glorious terminates this Agreement pursuant to Section 12.1(b) (the "**Termination Fee Event**"), the Company shall owe to Glorious, and the Company shall direct the Escrow Agent to pay to Glorious on behalf of the Company, a termination fee of US$1,000,000 (the "**Termination Fee**") from the Escrowed Proceeds.

Section 12.5 Waiver

Any Party may, at any time prior to the Closing, by action taken by its general partner, board of directors, or officers thereunto duly authorized, waive any of the terms or conditions of this Agreement or agree to an amendment or modification to this Agreement in the manner contemplated by Section 12.13 and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement.

Section 12.6 Expenses

Notwithstanding anything to the contrary herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 12.7 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.7):

If to the Company or the Company Shareholders:	Aeroponics Integrated Systems Inc. 5405 Alton Parkway, #505 Irvine, California 92604 U.S.A. Attention: Kevin McDoneld, Chief Executive Officer E-mail:
with a courtesy copy (which copy shall not constitute notice to AeroBloom or its Shareholders) to:	

Sheppard Mullin
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067-6017

Attention: Andrew Bond
E-mail:

If to Glorious:

Glorious Creation Limited
Suite 405 – 1328 West Pender Street
Vancouver, British Columbia V6E 4T1
Canada

Attention: Teresa Cherry, Chief Financial Officer
E-mail:

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

Clark Wilson LLP
900 - 885 West Georgia Street
Vancouver, B.C. V6C 3H1
Canada

Attention: Virgil Hlus
Email:

Section 12.8 Interpretation

For purposes of this Agreements: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 12.9 Heading

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 12.10 Entire Agreement

This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter, including, without limitation, a share exchange agreement dated May 3, 2022 between, *inter alia*, Glorious and the Company and the amending agreement dated September 13, 2022 between Glorious and the Company. In the event of any inconsistency between the statements in the body of this Agreement and the Exhibits, the statements in the body of this Agreement will control.

Section 12.11 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

Section 12.12 No Third-Party Beneficiaries

Except as provided in Article 11, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.13 Amendment and Modification; Waiver

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by Glorious and the Company. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Notwithstanding the foregoing, subject to applicable Law, the Interim Order and the Final Order, the Plan of Arrangement may be amended by Glorious without the consent of the Company Shareholders or the Company, unless such amendment could reasonably be expected to adversely affect the rights of the Company Shareholders in the Arrangement or as holders of the Consideration Shares, or could reasonably be expected to adversely affect the value of the Total Consideration.

Section 12.14 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and

effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid, illegal or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid, legal and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid, illegal or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 12.15 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial

This Agreement will be governed, including as to validity, interpretation and effect, by the Laws of the Province of British Columbia and the Laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement or the Arrangement and waives, to the fullest extent possible, the defence of an inconvenient forum or any similar defence to the maintenance of proceedings in such courts.

Section 12.16 Specific Performance

The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that the Parties shall be entitled to seek an injunction, specific performance, or other equitable relief, to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions hereof, without proof of damages, prior to the valid termination of this Agreement in accordance with Section 12.1, this being in addition to any other remedy to which they are entitled under this Agreement. The Parties agree that Glorious' stock price or financial metrics of Glorious or any of its Affiliates prior to the Closing shall not affect the Parties' obligation to perform its respective obligations pursuant to this Agreement.

Section 12.17 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers (as applicable) thereunto duly authorized.

GLORIOUS CREATION LIMITED

By: *"Liam Corcoran"*

Name: Liam Corcoran

Title: Chief Executive Officer

AEROPONICS INTEGRATED SYSTEMS INC.

By: *"Kevin McDoneld"*

Name: Kevin McDoneld

Title: Chief Executive Officer

EXHIBIT A

LIST OF COMPANY SHAREHOLDERS AND COMPANY SHARES

[Redacted]

EXHIBIT B

LIST OF GLORIOUS WARRANTS OUTSTANDING AS OF THE EFFECTIVE TIME

Glorious Warrants

18,181,818 Warrants

EXHIBIT C

PLAN OF ARRANGEMENT

UNDER SECTION 288 OF THE
***BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)**

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the respective meanings set out below and grammatical variations of those terms will have corresponding meanings:

(1) "**AeroBloom**" means Aeroponics Integrated Systems Inc., a corporation incorporated under the Laws of California;

(2) **AeroBloom Class A Common Shares**" means the shares of Class A common stock in the capital of AeroBloom;

(3) "**AeroBloom Class B Common Shareholders**" means holders of AeroBloom Class B Common Shares;

(4) **AeroBloom Class B Common Shares**" means the shares of Class B common stock in the capital of AeroBloom;

(5) "**AeroBloom Redeemable Shareholders**" means holders of AeroBloom Redeemable Shares;

(6) "**AeroBloom Redeemable Shares**" means the shares of Class C common stock in the capital of AeroBloom;

(7) "**AeroBloom Shareholders**" means, collectively, holders of AeroBloom Class A Common Shares, AeroBloom Class B Common Shares and AeroBloom Redeemable Shares;

(8) "**AeroBloom Shares**" means, collectively, AeroBloom Class A Common Shares, AeroBloom Class B Common Shares and AeroBloom Redeemable Shares;

(9) "**Arrangement**" means the arrangement pursuant to Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments thereto made in accordance with the terms of the Business Combination Agreement or made at the direction of the Court in the Final Order with the prior written consent of Glorious;

(10) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended;

(11) "**Business Combination Agreement**" means the agreement made as of July 30, 2023 between Glorious, AeroBloom, and certain shareholders of AeroBloom, as the same may

be amended, supplemented or otherwise modified from time to time in accordance with its terms;

(12) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended;

(13) "**business day**" means any day except Saturday, Sunday or any other day on which commercial banks located in Vancouver, British Columbia are authorized or required by Law to be closed for business;

(14) "**Court**" means the Supreme Court of British Columbia;

(15) "**Depositary**" means Odyssey Trust Company or such other Person as Glorious appoints in writing;

(16) "**DRS Advice**" means a statement that evidences a direct registration system book-entry position on the share registers of Glorious;

(17) "**Effective Date**" means the date that Glorious and AeroBloom agree in writing to be the date upon which the Arrangement becomes effective;

(18) "**Effective Time**" means: (i) with respect to the step described in Section 3.1(a), the time that a notice of alteration in respect of the step described in Section 3.1(a) is filed with the Registrar, (ii) with respect to the step described in Sections 3.1(b) and 3.1(c), the time immediately before AeroBloom redeems its AeroBloom Redeemable Shares as contemplated in Section 2.4(3) and with respect to all other circumstances, the time that AeroBloom redeems its AeroBloom Redeemable Shares as contemplated in Section 2.4(3), or such other time on the Effective Date as Glorious and AeroBloom agree to in writing;

(19) "**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

(20) "**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA in a form acceptable to Glorious, approving the Arrangement, as such order may be amended by the Court (with consent of Glorious) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to Glorious) on appeal;

(21) "**Glorious**" means Glorious Creation Limited, a corporation existing under the BCBCA;

(22) "**Glorious Arrangement Resolution**" means the special resolution of the Glorious Common Shareholders approving this Plan of Arrangement;

(23) "**Glorious Common Shareholders**" means the holders of Glorious Common Shares;

(24) "**Glorious Common Shares**" means common shares in the capital of Glorious;

(25) "**Glorious Meeting**" means the meeting of Glorious Common Shareholders convened as provided by the Interim Order at which the Glorious Common Shareholders approved the Glorious Arrangement Resolution;

(26) "**Glorious Multiple Voting Shares**" means multiple voting shares in the capital of Glorious, which will have the rights and restrictions as set out in Exhibit G to the Business Combination Agreement;

(27) "**Glorious Optionholders**" means the holders of Glorious Options;

(28) "**Glorious Options**" means the options to purchase Glorious Common Shares awarded under the Glorious Options Plan;

(29) "**Glorious Options Plan**" means the stock option plan of Glorious, last approved by Glorious Common Shareholders on June 16, 2022;

(30) "**Glorious Shareholders**" means the holders of Glorious Shares;

(31) "**Glorious Shares**" means, collectively, the Glorious Multiple Voting Shares and the Glorious Subordinate Voting Shares;

(32) "**Glorious Subordinate Voting Shares**" means subordinate voting shares in the capital of Glorious, which will have the rights and restrictions as set out in Exhibit F to the Business Combination Agreement;

(33) "**Glorious Warrantholders**" means the holders of Glorious Warrants;

(34) "**Glorious Warrants**" means the warrants to purchase Glorious Common Shares;

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

(36) "**Interim Order**" means the order of the Court made pursuant to Section 291 of the BCBCA, containing declarations and directions in respect of the notices to be given and the conduct of the Glorious Meeting, in a form acceptable to Glorious;

(37) "**Laws**" means all laws, by-laws, statutes, rules, regulations, orders, common law, principles of law or equity, ordinances, protocols, codes, notices, directions, judgments or other requirements of any Governmental Entity having the force of law, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority, and the term "applicable" with respect to such laws and in a context that refers to one or more of the Parties, means such laws as are applicable to such Party or its business, undertaking, property or securities and

emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;

(38) "**Letter of Transmittal**" means the letter(s) of transmittal and election form for use by Glorious Common Shareholders with respect to the Arrangement, which will be mailed to Glorious Common Shareholders;

(39) "**Parties**" means Glorious and AeroBloom and "**Party**" means one of them;

(40) "**Person**" includes an individual, firm, trust, partnership, association, corporation, joint venture, trustee, executor, administrator, legal representative or government (including any Governmental Entity);

(41) "**Plan of Arrangement**", "**hereof**", "**herein**", "**hereunder**" and similar expressions means this Plan of Arrangement, including any appendices hereto, and any amendments, variations or supplements hereto made from time to time in accordance with the terms hereof, the Business Combination Agreement or made at the direction of the Court in the Final Order;

(42) "**Registrar**" means the Registrar of Companies appointed under Section 400 of the BCBCA;

(43) "**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.) and the regulations thereto, as now in effect and as it may be amended from time to time prior to the Effective Time; and

(44) "**U.S. Tax Code**" means the United States Internal Revenue Code, as amended, or any successor thereto.

Capitalized terms used in this Plan of Arrangement but not otherwise defined herein, will have the meaning ascribed thereto in the Business Combination Agreement.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and other portions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation hereof.

1.3 Article References

Unless the contrary intention appears, references in this Plan of Arrangement to an article, section, subsection or paragraph by number or letter or both refer to the article, section, subsection or paragraph, respectively, bearing that designation in this Plan of Arrangement.

1.4 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa; and words importing gender include all genders.

1.5 Date for Any Action

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

1.6 Time

Time will be of the essence in every matter or action contemplated hereunder.

1.7 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

1.8 Statutory References

References in this Plan of Arrangement to a particular statute will be to such statute and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.

ARTICLE 2 - EFFECT OF THE ARRANGEMENT

2.1 This Plan of Arrangement is made pursuant to, and is subject to the provisions of the Business Combination Agreement, except in respect of the sequence of the steps comprising the Arrangement, which will occur in the order set forth herein.

2.2 This Plan of Arrangement will become effective at, and be binding upon, Glorious, AeroBloom, all registered and beneficial Glorious Common Shareholders, all registered and beneficial Glorious Shareholders, all registered and beneficial Glorious Optionholders, all registered and beneficial Glorious Warrantholders, all registered and beneficial AeroBloom Shareholders, the Depositary, all other Persons served with notice of the final application to approve the Plan of Arrangement and all other Persons as and from the Effective Time, without any further act or formality required on the part of any Person except as expressly provided herein.

2.3 Other than as expressly provided for herein, no portion of this Plan of Arrangement will take effect with any Party or Person until the Effective Time.

ARTICLE 3 - ARRANGEMENT

3.1 At the Effective Time, each of the events set out below will occur and be deemed to occur in the following sequence, unless specifically noted:

(a) the Notice of Articles and Articles of Glorious will be amended to create the Glorious Multiple Voting Shares and re-designate and amend the Glorious Common Shares as Glorious Subordinate Voting Shares and set out the rights and restrictions of Glorious Subordinate Voting Shares;

(b) Glorious shall issue to AeroBloom such number of Glorious Subordinate Voting Shares as is equal to the number of AeroBloom Redeemable Shares being redeemed as contemplated in Section 3.1(d) in consideration for AeroBloom issuing to Glorious the AeroBloom Class A Common Shares as contemplated in Section 3.1(c), as fully paid and non-assessable subordinate voting shares in the capital of Glorious;

(c) AeroBloom shall issue to Glorious such number of AeroBloom Class A Common Shares as is equal to the number of AeroBloom Redeemable Shares being redeemed as contemplated in Section 3.1(d) to Glorious in consideration for Glorious issuing to AeroBloom the Glorious Subordinate Voting Shares as contemplated in Section 3.1(b), as fully paid and non-assessable shares of Class A common stock in the capital of AeroBloom;

(d) pursuant to the rights and restrictions of AeroBloom Redeemable Shares, AeroBloom shall redeem all but not less than all of the then outstanding AeroBloom Redeemable Shares (other than AeroBloom Redeemable Shares held by Glorious, if any) in exchange for the Glorious Subordinate Voting Shares on a 1 AeroBloom Redeemable Share for 1.25 Glorious Subordinate Voting Shares basis with any fractional Glorious Subordinate Voting Share being rounded up to the nearest whole number;

(e) with respect to each AeroBloom Redeemable Share redeemed in accordance with Section 3.1(d):

(i) each of the holders thereof will cease to be the registered or beneficial holder of such AeroBloom Redeemable Share and the name of the registered holders will be removed from the registers of AeroBloom Redeemable Shareholders as of the Effective Time;

(ii) each of the holders thereof will cease to have any rights as a shareholder of AeroBloom other than the right to receive, by way of transfer from AeroBloom, the Glorious Subordinate Voting Shares in accordance with this Plan of Arrangement and the rights and restrictions of AeroBloom Redeemable Shares;

(iii) each of the holders thereof will be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to effect such redemption; and

(iv) AeroBloom will be deemed to be the registered and beneficial holder of such AeroBloom Redeemable Shares;

(f) AeroBloom Class B Common Shareholders shall transfer and Glorious shall accept for transfer from AeroBloom Class B Common Shareholders their Class B Common Shares in consideration for Glorious Multiple Voting Shares on a one AeroBloom Class B Common Share to 0.41 Glorious Multiple Voting Share basis with any fractional Glorious Multiple Voting Share being rounded up to the nearest whole number; and

(g) Glorious and AeroBloom shall make the appropriate entries in their respective securities registers to reflect the matters referred to in this Section 3.1.

ARTICLE 4- GLORIOUS OPTIONS AND WARRANTS

4.1 Treatment of Options and Warrants

(a) In accordance with the terms of the Glorious Options and the Glorious Warrants, each holder of an Glorious Option or an Glorious Warrant will be entitled to receive (and such holder shall accept) upon the exercise of such holder's Glorious Option or Glorious Warrant, as applicable, in lieu of the Glorious Common Shares to which such holder was theretofore entitled upon such exercise and for the same aggregate consideration payable therefor, the number of Glorious Subordinate Voting Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Plan of Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Glorious Common Shares to which such holder would have been entitled if such holder had exercised such holder's Glorious Options or Glorious Warrants immediately prior to the Effective Time.

(b) Upon any exercise of a Glorious Option or an Glorious Warrant following the Effective Time, Glorious shall deliver the Glorious Subordinate Voting Shares needed to settle such exercise in accordance with the terms of the Glorious Options or Glorious Warrants, as applicable and this Plan of Arrangement.

ARTICLE 5- CERTIFICATES AND PAYMENTS

5.1 Issuance of Glorious Shares

(a) Following the Effective Time, Glorious shall, subject to Section 5.1(c), cause to be issued to AeroBloom or AeroBloom B Common Shareholders the Glorious Subordinate Voting Shares or Glorious Multiple Voting Shares, as applicable, as set out in Section 3.1.

(b) As promptly as practicable after the Effective Time, Glorious shall: (i) cause its registrar and transfer agent to issue DRS Advices to the holders of Glorious Subordinate Voting

Shares referred to in Section 5.1(a), evidencing the issuance of the Glorious Subordinate Voting Shares thereto; and (ii) issue share certificates to the holders of Glorious Multiple Voting Shares referred to in Section 5.1(a), evidencing the issuance of the Glorious Multiple Voting Shares thereto.

(c) Upon surrender to the Depositary or Glorious (as applicable) of a certificate or certificates (as applicable) which, immediately prior to the Effective Time, represented outstanding shares that were exchanged pursuant to Section 3.1 together with a duly completed and executed Letter of Transmittal (where applicable) and such additional documents and instruments as the Depositary or Glorious may reasonably require, each such shareholder represented by such surrendered certificate(s) will be entitled to receive in exchange therefor, and the Depositary or Glorious (as applicable) shall deliver to such holder, the consideration which such holder has the right to receive under this Plan of Arrangement for such shares, less any amounts withheld pursuant to Section 5.3 and any certificate(s) so surrendered will forthwith be cancelled.

(d) From and after the Effective Time, each certificate that immediately prior to the Effective Time represented AeroBloom Redeemable Shares or AeroBloom Class B Common Shares will be deemed to represent only the right to receive the consideration in respect of such share, as applicable, required under this Plan of Arrangement, less any amounts withheld pursuant to Section 5.3.

(e) No former holder of AeroBloom Redeemable Shares or Class B Common Shares will be entitled to receive any consideration with respect to such shares other than the consideration to which such former holder is entitled to receive in accordance with this Section 5.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

5.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding AeroBloom Redeemable Shares that were redeemed pursuant to Section 3.1 or one or more outstanding AeroBloom Class B Common Shares that were exchanged pursuant to Section 3.1 will have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, Glorious or the Depositary shall issue and deliver in exchange for such lost, stolen or destroyed certificate, the consideration to which the holder is entitled pursuant to this Plan of Arrangement. When authorizing such issuance and delivery in exchange for any lost, stolen or destroyed certificate, the Person to whom such consideration is to be issued and delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to Glorious (acting reasonably) in such sum as Glorious may direct, or otherwise indemnify Glorious in a manner satisfactory to Glorious, acting reasonably, against any claim that may be made against Glorious with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Withholding Rights

Glorious and the Depositary will be entitled to deduct and withhold from any consideration otherwise payable under this Plan of Arrangement, such amounts as Glorious or the Depositary

determine, acting reasonably, are required or reasonably believe to be required to be deducted and withheld from such consideration in accordance with the Tax Act, the U.S. Tax Code or any provision of any other applicable Law. To the extent that amounts are so withheld, such withheld amounts will be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such deducted and withheld amounts are remitted to the appropriate taxing authority. Each of Glorious and the Depositary will be authorized to sell or otherwise dispose of such portion of the Glorious Subordinate Voting Shares payable hereunder as is necessary to provide sufficient funds to Glorious and the Depositary, as the case may be, to enable it to implement such deduction or withholding.

5.4 No Encumbrances

Any exchange or transfer of securities pursuant to this Plan of Arrangement will be free and clear of any Encumbrances or other claims of third parties of any kind.

5.5 Paramountcy

Subject to the Business Combination Agreement, from and after the Effective Time: (a) this Plan of Arrangement will take precedence and priority over any and all AeroBloom Shares issued prior to the Effective Time; (b) the rights and obligations of the AeroBloom Shareholders, Glorious Common Shareholders, Glorious Shareholders, Glorious Optionholders, Glorious Warrantholders, Glorious, AeroBloom, the Depositary and any registrar and transfer agent or other depositary in relation thereto, will be solely as provided for in this Plan of Arrangement and the Business Combination Agreement; and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any AeroBloom Shares, Glorious Common Shares, Glorious Shares, Glorious Options and Glorious Warrants will be deemed to have been settled, compromised, released and determined without liability, except as set out in this Plan of Arrangement.

ARTICLE 6 - AMENDMENT

6.1 Amendment of this Plan of Arrangement

(a) Glorious reserves the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that any amendment, modification or supplement must be contained in a written document which is: (i) filed with the Court and, if made following the Glorious Meeting, approved by the Court; and (ii) communicated to Glorious Common Shareholders in the manner required by the Court (if so required).

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Glorious at any time prior to or at the Glorious Meeting with or without any other prior notice or communication and, if so proposed and accepted, in the manner contemplated and to the extent required by the Business Combination Agreement, by the Glorious Common Shareholders, will become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement which is approved or directed by the Court following the Glorious Meeting will be effective only: (i) if it is consented to by Glorious; and (ii) if required by the Court or applicable Law, it is consented to by Glorious Common Shareholders.

(d) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by Glorious, provided that it concerns a matter that, in the reasonable opinion of Glorious, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any Glorious Shareholders.

ARTICLE 7 - FURTHER ASSURANCES

The Parties shall make, do and execute, or cause to be made, done and executed, any acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to document or evidence any of the transactions or events set out herein.

EXHIBIT D

GLORIOUS ARRANGEMENT RESOLUTION

BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. The arrangement (the "**Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving Glorious Creation Limited ("**Glorious**"), Aeroponics Integrated Systems Inc. ("**AeroBloom**") and the securityholders of Glorious and AeroBloom, as more particularly described and set forth in the management information circular of Glorious dated ●, 2023 accompanying the notice of this meeting, as the Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.

2. The plan of arrangement (the "**Plan of Arrangement**") involving Glorious, the full text of which is set out as Exhibit C to the Business Combination Agreement dated July30, 2023 by and among Glorious, AeroBloom and certain shareholders of AeroBloom (the "**Business Combination Agreement**"), as the Plan of Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.

3. The Business Combination Agreement, the actions of the directors of Glorious in approving the Business Combination Agreement and the actions of the directors and officers of Glorious in executing and delivering the Business Combination Agreement and any amendments thereto in accordance with its terms are hereby ratified and approved.

4. Notwithstanding that this resolution has been passed (and the Plan of Arrangement adopted) by the shareholders of Glorious or that the Arrangement has been approved by the Supreme Court of British Columbia (the "**Court**"), the directors of Glorious are hereby authorized and empowered without further notice to or approval of the shareholders of Glorious (i) to amend the Business Combination Agreement or the Plan of Arrangement, to the extent permitted by the Business Combination Agreement or the Plan of Arrangement, and (ii) subject to the terms of the Business Combination Agreement, not to proceed with the Arrangement.

5. Any one director or officer of Glorious be and is hereby authorized and directed for and on behalf of Glorious to make an application to the Court for an order approving the Arrangement, to execute, under the corporate seal of Glorious or otherwise, and to deliver or file such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Business Combination Agreement.

6. Any one director or officer of Glorious be and is hereby authorized and directed for and on behalf of Glorious to execute or cause to be executed, under the corporate seal of Glorious or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be

conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

EXHIBIT E

RIGHTS AND RESTRICTIONS
FOR
AEROBLOOM REDEEMABLE STOCK

To be provided by the Company within 30 days of the Execution Date and subject to the reasonable satisfaction of Glorious.

EXHIBIT F

**SPECIAL RIGHTS AND RESTRICTIONS
FOR
SUBORDINATE VOTING SHARES**

An unlimited number of Subordinate Voting Shares, without nominal or par value, having attached thereto the special rights and restrictions as set forth below:

(a) **Voting Rights**. Holders of Subordinate Voting Shares shall be entitled to notice of and to attend at any meeting of the shareholders of the Corporation, except a meeting of which only holders of another particular class or series of shares of the Corporation shall have the right to vote. At each such meeting holders of Subordinate Voting Shares shall be entitled to one vote in respect of each Subordinate Voting Share held.

(b) **Alteration to Rights of Subordinate Voting Shares**. As long as any Subordinate Voting Shares remain outstanding, the Corporation will not, without the consent of the holders of the Subordinate Voting Shares by separate special resolution, prejudice or interfere with any right or special right attached to the Subordinate Voting Shares.

(c) **Dividends**. Holders of Subordinate Voting Shares shall be entitled to receive as and when declared by the directors, dividends in cash or property of the Corporation. No dividend will be declared or paid on the Subordinate Voting Shares unless the Corporation simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Subordinate Voting Share basis) on the Multiple Voting Shares.

(d) **Liquidation, Dissolution or Winding-Up**. In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of Subordinate Voting Shares shall, subject to the prior rights of the holders of any shares of the Corporation ranking in priority to the Subordinate Voting Shares be entitled to participate ratably along with all other holders of Multiple Voting Shares (on an as-converted to Subordinate Voting Share basis) and Subordinate Voting Shares.

(e) **Rights to Subscribe; Pre-Emptive Rights**. The holders of Subordinate Voting Shares are not entitled to a right of first refusal to subscribe for, purchase or receive any part of any issue of Subordinate Voting Shares, or bonds, debentures or other securities of the Corporation now or in the future.

(f) **Subdivision or Consolidation**. No subdivision or consolidation of the Subordinate Voting Shares or Multiple Voting Shares shall occur unless, simultaneously, the Subordinate Voting Shares and Multiple Voting Shares are subdivided or consolidated in the same manner or such other adjustment is made so as to maintain and preserve the relative rights of the holders of the shares of each of the said classes.

(g) **Conversion of Subordinate Voting Shares Upon an Offer**. In the event that an offer is made to purchase Multiple Voting Shares, and the offer is one (assuming the holder is a

resident of Ontario regardless of its actual residency) which is required, pursuant to applicable securities legislation and regulations or the rules of a stock exchange, if any, on which the Multiple Voting Shares are then listed, to be made to all or substantially all the holders of Multiple Voting Shares in a province or territory of Canada to which the requirement applies (without taking into consideration any statutory or regulatory exemption from such obligation), each Subordinate Voting Share shall become convertible at the option of the holder into Multiple Voting Shares at the inverse of the Multiple Voting Share Conversion Ratio (as defined in the special rights and restrictions for Multiple Voting Shares) then in effect, at any time while the offer is in effect until one day after the time prescribed by applicable securities legislation (or otherwise provided by the offeror) for the offeror to take up and pay for such shares as are to be acquired pursuant to the offer. The conversion right may only be exercised in respect of Subordinate Voting Shares for the purpose of depositing the resulting Multiple Voting Shares under the offer, and for no other reason. In such event, the transfer agent for the Subordinated Voting Shares shall deposit under the offer the resulting Multiple Voting Shares, on behalf of the holder. To exercise such conversion right, the holder or his or its attorney duly authorized in writing shall:

(i) give written notice to the transfer agent of the exercise of such right, and of the number of Subordinate Voting Shares in respect of which the right is being exercised;

(ii) deliver to the transfer agent the share certificate or certificates representing the Subordinate Voting Shares in respect of which the right is being exercised, if applicable; and

(iii) pay any applicable stamp tax or similar duty on or in respect of such conversion.

No share certificates representing the Multiple Voting Shares, resulting from the conversion of the Subordinate Voting Shares will be delivered to the holders on whose behalf such deposit is being made. If Multiple Voting Shares, resulting from the conversion and deposited pursuant to the offer, are withdrawn by the holder or are not taken up by the offeror, or the offer is abandoned, withdrawn or terminated by the offeror or the offer otherwise expires without such Multiple Voting Shares being taken up and paid for, the Multiple Voting Shares resulting from the conversion will be re-converted into Subordinate Voting Shares at the then Multiple Voting Share Conversion Ratio and a share certificate representing the Subordinate Voting Shares will be sent to the holder by the transfer agent. In the event that the offeror takes up and pays for the Multiple Voting Shares resulting from conversion, the transfer agent shall deliver to the holders thereof the consideration paid for such shares by the offeror.

EXHIBIT G

SPECIAL RIGHTS AND RESTRICTIONS
FOR
MULTIPLE VOTING SHARES

1. NUMBER AND DESIGNATION

(a) The Corporation shall have authority to issue up to an unlimited number of Multiple Voting Shares, which are hereby designated "***Multiple Voting Shares***".

(b) **Multiple Voting Shares may be issued in fractions and shall be rounded up to three decimal places.**

(c) Rank:

(i) All Multiple Voting Shares shall be identical with each other in all respects.

(ii) The Multiple Voting Shares shall rank *pari passu* to the Subordinate Voting Shares as to dividends and upon liquidation, as described below. Any amounts herein shall be subject to appropriate adjustments in the event of any stock splits, consolidations or the like.

2. DIVIDEND RIGHTS

The holders of Multiple Voting Shares (the "***Multiple Voting Shareholders***") shall have the right to receive dividends, out of any cash or other assets legally available therefor, *pari passu,* on an as converted basis, (assuming conversion of all Multiple Voting Shares into Subordinate Voting Shares at the applicable Multiple Voting Share Conversion Ratio and without regard to any conversion limitations set forth in Section 6 hereof) as to dividends and any declaration or payment of any dividend on the Subordinate Voting Shares.

3. LIQUIDATION RIGHTS

(a) In the event of any Liquidation Event, either voluntary or involuntary, the Multiple Voting Shareholders and holders of the Subordinate Voting Shares shall be entitled to receive the assets of the Corporation, or other consideration payable or distributable as a result of the Liquidation Event, available for distribution to shareholders, distributed among the Multiple Voting Shareholders and holders of the Subordinate Voting Shares on a pro rata basis, based on (i) the number of Multiple Voting Shares (on an as converted basis, assuming conversion of all Multiple Voting Shares into Subordinate Voting Shares at the applicable Multiple Voting Share Conversion Ratio and without regard to any conversion limitations set forth in Section 6 hereof); and (ii) the number of Subordinate Voting Shares, in each case, issued and outstanding on the record date.

(b) For purposes of this Section 3, a "***Liquidation Event***" shall mean (i) any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, including any event determined by the Board of Directors of the Corporation to constitute a Liquidity Event requiring the liquidation, dissolution or winding up of the Corporation; (ii) the

acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation but, excluding any transaction effected exclusively for the purpose of changing the domicile of the Corporation or determined by the Board of Directors of the Corporation not to constitute a Liquidation Event); (iii) a sale of all or substantially all of the assets of the Corporation; unless, in the case of (ii) or (iii), the Corporation's shareholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Corporation's acquisition or sale or otherwise) hold at least 50% of the voting power of the surviving or acquiring entity or the Board of Directors of the Corporation otherwise determines that such transaction does not to constitute a Liquidation Event.

4. VOTING RIGHTS

(a) The Multiple Voting Shares shall have one vote for each Subordinate Voting Share into which such Multiple Voting Shares could then be converted at the applicable Multiple Voting Conversion Ratio and without regard to any conversion limitations set forth in Section 6 hereof, and with respect to such vote, Multiple Voting Shareholders shall have full voting rights and powers equal to the voting rights and powers of the holders of Subordinate Voting Shares, and shall be entitled, notwithstanding any provision hereof, to notice of any shareholders' meeting and shall be entitled to vote, together with holders of Subordinate Voting Shares, with respect to any question upon which holders of Subordinate Voting Shares have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as converted basis (after aggregating all Subordinate Voting Shares into which Multiple Voting Shares could be converted) shall be rounded down to the nearest whole number. Except as provided by law or by the provisions of Section 4(b) below, the Multiple Voting Shares shall vote together as a single class with the Subordinate Voting Shares.

(b) In addition to any other rights provided by law, the Corporation shall not amend, alter or repeal the preferences, special rights or other powers of the Multiple Voting Shares or any other provision of the Corporation's constating documents that would adversely affect the rights of Multiple Voting Shareholders, without the written consent or affirmative vote of the holders of at least 66-2/3% of the then outstanding aggregate number of Multiple Voting Shares, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class of the holders of Multiple Voting Shares (a "***Multiple Voting Super Majority Vote***").

5. CONVERSION

Subject to the Conversion Restrictions set forth in Section 6, the Multiple Voting Shares shall have conversion rights as follows (the "***Conversion Rights***"):

(a) **Right to Convert**. Each Multiple Voting Share shall be convertible, at the option of the Multiple Voting Shareholder thereof, at any time after the date of issuance of such Multiple Voting at the office of the Corporation or any transfer agent for such shares, into such number of fully paid and nonassessable Subordinate Voting Shares as is determined by multiplying each Multiple Voting Share being converted by the Multiple Voting Share

Conversion Ratio applicable to such Multiple Voting, determined as hereafter provided, in effect on the date the Multiple Voting Share is surrendered for conversion. The initial "***Multiple Voting Share Conversion Ratio***" for each Multiple Voting Share shall be as follows: each Multiple Voting Share shall be convertible into fifty (50) Subordinate Voting Shares; *provided, however*, that the applicable Multiple Voting Share Conversion Ratio shall be subject to adjustment as set forth in subsections 5(d) and 5(e).

(b) **Automatic Conversion**. Each Multiple Voting Share shall automatically be converted without further action by the Multiple Voting Shareholder into Subordinate Voting Shares at the applicable Multiple Voting Share Conversion Ratio immediately upon the earlier of:

(i) a Liquidation Event;

(ii) the date specified by the written consent or affirmative Multiple Voting Super Majority Vote of the then outstanding aggregate number of Multiple Voting Shares voting as a separate class; or

(iii) a Mandatory Conversion pursuant to Section 7.

(c) **Mechanics of Conversion**. Before any Multiple Voting Shareholder shall be entitled to convert Multiple Voting Shares into Subordinate Voting Shares, the Multiple Voting Shareholder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for Subordinate Voting Shares, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for Subordinate Voting Shares are to be issued (each, a "***Conversion Notice***"). The Corporation shall (or shall cause its transfer agent to), as soon as practicable thereafter, issue and deliver at such office to such Multiple Voting Shareholder, or to the nominee or nominees of such holder, a certificate or certificates for the number of Subordinate Voting Shares to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Multiple Voting Shares to be converted, and the Multiple Voting Shareholder or Multiple Voting Shareholders entitled to receive the Subordinate Voting Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Subordinate Voting Shares as of such date.

(d) **Adjustments for Distributions**. In the event the Corporation shall declare a distribution to holders of Subordinate Voting Shares payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not otherwise causing adjustment to the Multiple Voting Share Conversion Ratio (a "***Distribution***"), then, in each such case for the purpose of this subsection 5(d), the Multiple Voting Shareholders shall be entitled to a Multiple share of any such Distribution as though they were the holders of the number of Subordinate Voting Shares into which their Multiple Voting Shares are convertible as of the record date fixed for the determination of the holders of Subordinate Voting Shares entitled to receive such Distribution.

(e) **Recapitalizations; Stock Splits**. If at any time or from time-to-time, the Corporation shall (i) effect a recapitalization of the Subordinate Voting Shares; (ii) issue Subordinate Voting Shares as a dividend or other distribution on outstanding Subordinate Voting Shares; (iii) subdivide the outstanding Subordinate Voting Shares into a greater number of Subordinate Voting Shares; (iv) consolidate the outstanding Subordinate Voting Shares into a smaller number of Subordinate Voting Shares; or (v) effect any similar transaction or action not otherwise causing adjustment to the Multiple Voting Share Conversion Ratio (each, a "***Recapitalization***"), provision shall be made so that the Multiple Voting Shareholders shall thereafter be entitled to receive, upon conversion of Multiple Voting Shares, the number of Subordinate Voting Shares or other securities or property of the Corporation or otherwise, to which a holder of Subordinate Voting Shares deliverable upon conversion would have been entitled on such Recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the Multiple Voting Shareholders after the Recapitalization to the end that the provisions of this Section 5 (including adjustment of the Multiple Voting Share Conversion Ratio then in effect and the number of Subordinate Voting Shares acquirable upon conversion of Multiple Voting Shares) shall be applicable after that event as nearly equivalent as may be practicable.

(f) **No Impairment**. The Corporation will not, by amendment of its Notice of Articles, its Articles or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the Multiple Voting Shareholders against impairment.

(g) **No Fractional Shares and Certificate as to Adjustments**. No fractional Subordinate Voting Shares shall be issued upon the conversion of any Multiple Voting Shares and the number of Subordinate Voting Shares to be issued shall be rounded down to the nearest whole Subordinate Voting Share. Whether or not fractional Subordinate Voting Shares are issuable upon such conversion shall be determined on the basis of the total number of Multiple Voting Shares the Multiple Voting Shareholder is at the time converting into Subordinate Voting Shares and the number of Subordinate Voting Shares issuable upon such aggregate conversion.

(h) **Adjustment Notice**. Upon the occurrence of each adjustment or readjustment of the Multiple Voting Share Conversion Ratio pursuant to this Section 5, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each Multiple Voting Shareholder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any Multiple Voting Shareholder, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Multiple Voting Share Conversion Ratio for Multiple Voting Shares at the time in effect, and (C) the number of Subordinate Voting Shares and the amount, if any, of other

property which at the time would be received upon the conversion of a Multiple Voting Share.

(i) **Effect of Conversion**. All Multiple Voting Shares that shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the time of conversion (the "***Conversion Time***"), except only the right of the holders thereof to receive Subordinate Voting Shares in exchange therefor.

(j) **Notices of Record Date**. Except as otherwise provided under applicable law, in the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each Multiple Voting Shareholder, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

6. CONVERSION LIMITATIONS

Before any Multiple Voting Shareholder shall be entitled to convert Multiple Voting Shares into Subordinate Voting Shares, the Board of Directors (or a delegated committee thereof) shall designate an officer of the Corporation to determine if any Conversion Limitation set forth in this Section 6 shall apply to the conversion of Multiple Voting Shares. For the purposes of this Section 6, each of the following is a "***Conversion Limitation***":

(a) **Foreign Private Issuer Protection Limitation**: The Corporation will use commercially reasonable efforts to maintain its status as a "*foreign private issuer*" (as determined in accordance with Rule 3b-4 ("***Foreign Private Issuer***") under the Securities Exchange Act of 1934, as amended (the "***U.S. Exchange Act***"). Accordingly:

(i) 55% Threshold. Except as provided in Section 7, the Corporation shall not effect any conversion of Multiple Voting Shares, and the Multiple Voting Shareholders shall not have the right to convert any portion of the Multiple Voting Shares pursuant to Section 5 or otherwise, to the extent that after giving effect to such issuance after conversions, the aggregate number of Subordinate Voting Shares and Multiple Voting Shares held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rule 3b-4 under the U.S. Exchange Act, "***U.S. Residents***") would exceed fifty five percent (55%) (the "***55% Threshold***") of the aggregate number of Subordinate Voting Shares and Multiple Voting Shares issued and outstanding (the "***FPI Protective Restriction***").

(ii) Conversion Limitations. Except as otherwise provided herein, in order to effect the FPI Protective Restriction, each Multiple Voting Shareholder will be subject to the 55% Threshold, based on the number of Multiple Voting Shares held by such Multiple Voting Shareholder as of the date of the initial issuance of any Multiple Voting Shares and, thereafter, at the end of each fiscal quarter (each, a

"***Determination Date***"), for the current fiscal quarter (the "***Relevant Period***"), calculated as follows:

$$X = [(A \times 0.55) - B] \times (C/D)$$

Where on the Determination Date:

X = Maximum Number of Subordinate Voting Shares Available For issuance upon Conversion of Multiple Voting Shares by the Multiple Voting Shareholder during the Relevant Period.

A = The number of Subordinate Voting Shares and Multiple Voting Shares issued and outstanding on the Determination Date.

B = Aggregate number of Subordinate Voting Shares and Multiple Voting Shares held of record, directly or indirectly, by U.S. Residents on the Determination Date.

C = Aggregate number of Subordinate Voting Shares issuable upon conversion of Multiple Voting Shares held by the Multiple Voting Shareholder on the Determination Date.

D = Aggregate number of all Subordinate Voting Shares issuable upon conversion of Multiple Voting Shares on the Determination Date.

(iii) Determination of FPI Protective Restriction. For purposes of subsections 6(a)(i) and 6(a)(ii), the Board of Directors (or a delegated committee thereof) shall designate an officer of the Corporation to determine as of each Determination Date: (A) the 55% Threshold and (B) the FPI Protective Restriction. To the extent that the FPI Protective Restriction contained in this Section 6(a) applies, the determination of whether Multiple Voting Shares are convertible shall be in the sole discretion of the Corporation.

(iv) Notice of Conversion Limitation. Upon a determination of the 55% Threshold and the FPI Protective Restriction, the Corporation will provide each Multiple Voting Shareholder of record notice of the FPI Protective Restriction applicable to holders of Multiple Voting Shares for the Relevant Period within ten (10) business days of the end of each Determination Date (a "***Notice of Conversion Limitation***"). The FPI Protective Restriction shall be stated as a percentage of the Multiple Voting Shares issued and outstanding on the Determination Date by holders of Multiple Voting Shares.

(v) Disputes. In the event of a dispute as to the number of Subordinate Voting Shares issuable to a Holder in connection with a conversion of Multiple Voting Shares, the Corporation shall issue to the Holder the number of Subordinate Voting Shares not in dispute and resolve such dispute in accordance with Section 11.

(b) **Board of Director Discretion**

(i) De Minimis Exceptions. Notwithstanding the Conversion Limitations set forth in Section 6(a), the Board of Directors (or a delegated committee thereof) may establish a *de minimis exception* to permit the conversion of Multiple Voting Shares by Multiple Voting Shareholders up to a threshold number of Subordinate Voting Shares during a Relevant Period (a "***de minimis Conversion***"); *provided that* the aggregate number of Subordinate Voting Shares and Multiple Voting Shares held of record, directly or indirectly, by U.S. Residents would not exceed fifty percent (50%) of the aggregate number of Subordinate Voting Shares and Multiple Voting Shares issued and outstanding after giving full effect to the de minimis Conversion.

(ii) Sales to Non-U.S. Residents. Notwithstanding the Conversion Limitations set forth in Section 6(a), the Board of Directors (or a delegated committee thereof) may determine that, during any Relevant Period, Multiple Voting Shareholders may convert any number of Multiple Voting Shares into Subordinate Voting Shares if the Subordinate Voting Shares are immediately being transferred to a non-U.S. Resident and the Multiple Voting Shareholder provides to the Corporation such certifications and other documentation as the Board of Directors (or a delegated committee thereof) may establish for the Multiple Voting Shareholder to properly evidence that the transferee of the Subordinate Voting Shares is a non-U.S. Resident.

(iii) Other Exceptions. Notwithstanding the Conversion Limitations set forth in Section 6(a), the Board of Directors (or a delegated committee thereof) may exercise full discretion to permit the conversion of Multiple Voting Shares by one or more Multiple Voting Shareholders if such conversion is determined to be in the best interests of the Corporation. By way of example and not limiting the discretion set forth in this Section 6(b)(ii), the Board of Directors (or a delegated committee thereof) may determine that it is in the best interest of the Corporation to permit a non-U.S. Resident to convert Multiple Voting Shares into Subordinate Voting Shares.

7. MANDATORY CONVERSION

(a) Notwithstanding subsection 6(a), the Corporation may require, as to be determined by the Board of Directors, each Multiple Voting Shareholder to convert all, and not less than all, the Multiple Voting Shares at the applicable Conversion Ratio (a "***Mandatory Conversion***") if:

(i) the Corporation ceases to be a Foreign Private Issuer; or

(ii) at any time all the following conditions are satisfied (or otherwise waived by the Multiple Voting Super Majority Vote):

(A) the Subordinate Voting Shares issuable upon conversion of all the Multiple Voting Shares are registered for resale and may be sold by the Multiple

Voting Shareholder pursuant to an effective registration statement and/or prospectus covering the Subordinate Voting Shares under the United States Securities Act of 1933, as amended (the "***U.S. Securities Act***");

(B) the Corporation is subject to the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act; and

(C) the Subordinate Voting Shares are listed or quoted (and are not suspended from trading) on a recognized North American stock exchange or by way of reverse takeover transaction on the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or Aequitas NEO Exchange (or any other stock exchange recognized as such by the Ontario Securities Commission).

(b) The Corporation will issue or cause its transfer agent to issue each Multiple Voting Shareholder of record a Mandatory Conversion Notice at least 20 days prior to the record date of the Mandatory Conversion, which shall specify therein, (i) the number of Subordinate Voting Shares into which the Multiple Voting Shares are convertible and (ii) the address of record for such Multiple Voting Shareholder. On the record date of a Mandatory Conversion, the Corporation will issue or cause its transfer agent to issue each Multiple Voting Shareholder of record on the Mandatory Conversion Date certificates representing the number of Subordinate Voting Shares into which the Multiple Voting Shares are so converted and each certificate representing the Multiple Voting Shares shall be null and void.

8. PRE-EMPTIVE RIGHTS

The Multiple Voting Shares shall have no pre-emptive rights.

9. NOTICES

Any notice required by the provisions of these Special Rights and Restrictions to be given to the Multiple Voting Shareholders shall be deemed given if deposited in the Canadian mail, postage prepaid, and addressed to each holder of record at his, her or its address appearing on the books of the Corporation.

10. STATUS OF CONVERTED MULTIPLE VOTING SHARES

Any Multiple Voting Shares converted shall be retired and cancelled and may not be reissued as shares of such series or any other class or series.

11. DISPUTES

Any Multiple Voting Shareholder that beneficially owns more than 5% of the issued and outstanding Multiple Voting Shares may submit a written dispute as to the determination of the Multiple Voting Share Conversion Ratio or the arithmetic calculation of the Multiple Voting Share Conversion Ratio, 55% Threshold, or FPI Protective Restriction by the Corporation to the Board of Directors with the basis for the disputed determinations or arithmetic calculations. The

Corporation shall respond to the Multiple Voting Shareholder within five (5) Business Days of receipt, or deemed receipt, of the dispute notice with a written calculation of the Multiple Voting Conversion Ratio, 55% Threshold, or the FPI Protective Restriction, as applicable. If the Multiple Voting Shareholder and the Corporation are unable to agree upon such determination or calculation of the Multiple Voting Share Conversion Ratio or the FPI Protective Restriction, as applicable, within five (5) Business Days of such response, then the Corporation and the Multiple Voting Shareholder shall, within one (1) Business Day thereafter submit the disputed arithmetic calculation of the Multiple Voting Share Conversion Ratio or the FPI Protective Restriction to the Corporation's independent, outside accountant. The Corporation, at the Corporation's expense, shall cause the accountant to perform the determinations or calculations and notify the Corporation and the Multiple Voting Shareholder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

EXHIBIT H

FOUNDER EMPLOYMENT AGREEMENTS

[Redacted]

EXHIBIT I

AEROBLOOM MATERIAL CONTRACTS

[Redacted]

EXHIBIT J

DIRECTORS, OFFICERS AND EMPLOYEES

Company Employees/Officers/ Directors as of the Date of this Agreement

Directors
Dale Devore
Kevin McDoneld
Ted Warrilow

Employees
Dale Devore
Kevin McDoneld

Proposed employees and contractors as of the Closing Date

Contractors	**Agreement**
Ted Warrilow (Contractor)	Consulting Agreement dated August 1, 2021
Justin Mabanta (Advisory)	Independent Advisor Agreement dated October 1, 2021
Sully Jacques (Advisory)	Independent Advisor Agreement dated July 1, 2022
Dr. Goldman (Advisory)	Independent Advisor Agreement dated August 27, 2021
Darren Walz	

Employees
Dale Devore
Kevin McDoneld

EXHIBIT K

AEROBLOOM TECHNOLOGY

[Redacted]

EXHIBIT L

COMPANY JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "**Joinder Agreement**") is made effective as of the __ day of _____, 2023.

WHEREAS:

A. Glorious Creation Limited ("**Glorious**") and Aeroponics Integrated Systems Inc. (the "**Company**") entered into a business combination agreement (the "**Agreement**") dated _____, 2023 (the "**Execution Date**") which provides for a business combination of Glorious and the Company pursuant to a plan of arrangement, as set forth in the Agreement;

B. The undersigned was a shareholder of the Company (a "**Company Shareholder**") at the Execution Date and continues to be a Company Shareholder, but did not execute the Agreement as at the Execution Date; and

C. The undersigned Company Shareholder has agreed to execute this Joinder Agreement to become a party to and become bound by the terms of the Agreement as set forth herein and therein, effective as of the date hereof;

NOW THEREFORE THIS JOINDER AGREEMENT witnesses that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Company Shareholder hereby agrees as follows:

1. Effective as of the date hereof:

(a) the undersigned Company Shareholder has become a party to the Agreement and shall observe and be bound by the terms of the Agreement and upon execution of this Joinder Agreement is entitled to all rights of and is subject to all the duties of a Company Shareholder as if the undersigned Company Shareholder had originally been a party thereto and signatory to the Agreement;

(b) any reference in the Agreement to "Company Shareholder" shall be read so as to include the undersigned Company Shareholder and shall apply to the undersigned Company Shareholder accordingly and the undersigned Company Shareholder agrees to be bound hereby and thereby;

(c) all covenants, agreements, obligations, representations and warranties, as applicable to of the Company Shareholders in the Agreement will be binding upon the undersigned Company Shareholder and the undersigned Company Shareholder hereby expressly adopts and assumes each of said covenants, agreements, obligations, representations and warranties made by the Company Shareholders in the Agreement for his, her or its own and hereby joins with the Company Shareholders in making the same to Glorious; and

(d) the undersigned Company Shareholder will be entitled to all of the rights, interests and benefits of the Company Shareholders contained in the Agreement.

2. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

3. This Joinder Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

4. This Joinder Agreement may be executed in counterpart and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Joinder Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The Parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Joinder Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the Execution Date.

GLORIOUS CREATION LIMITED

Per: _____
Authorized Signatory

AEROPONICS INTEGRATED SYSTEMS INC.

Per: _____
Authorized Signatory

APPENDIX I
TO EXHIBIT L

COMPANY SHAREHOLDER SIGNATURE PAGE

IN WITNESS WHEREOF the undersigned Company Shareholder has duly executed this Joinder Agreement as of the date first written above.

(IF NOT AN INDIVIDUAL)

Undersigned Company Shareholder	**Number of Company Shares**
(Entity name) per: _____ Signatory Name: Title:	

(IF AN INDIVIDUAL)

SIGNED, SEALED and DELIVERED by)
in the presence of:)
)
_____)
Signature of Witness)
_____) _____
Print Name of Witness)
_____) (Print name)
Address)
_____) Number of Company Shares:_____
)
_____)
Occupation)