Clerk's Stamp

COURT FILE NUMBER	2601-07007
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
PLAINTIFF(S)/APPLICANTS	CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
DOCUMENT	**APPLICATION**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Thornton Grout Finnigan LLP** TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, Ontario M5K 1K7 Attn: **Mitchell W. Grossell / Derek Harland / Andrew Nesbitt** Telephone: 416-304-1616 Email: mgrossell@tgf.ca / dharland@tgf.ca / anesbitt@tgf.ca

NOTICE TO THE RESPONDENT(S): See attached Service List at Schedule "A"

This application is made against you. You are a respondent. You have the right to state your side of this matter before the Court. To do so, you must be in Court when the application is heard as shown below:

Date:	August 27, 2026
Time:	10:00 a.m. (MST)
Where:	Calgary Law Courts via WebEx Virtual Courtroom 60 https://albertacourts.webex.com/meet/virtual.courtroom60
Before:	The Honourable Justice Simard

Go to the end of this document to see what you can do and when you must do it.

Basis for this Claim:

I. REMEDY SOUGHT:

1. The applicants, CanadaBis Capital Inc. ("**CanadaBis**"), Stigma Pharmaceuticals Inc. ("**Stigma Pharmaceuticals**"), 2103157 Alberta Ltd. ("**210**"), Full Spectrum Labs Ltd. ("**Full Spectrum**"), and 1998643 Alberta Ltd. ("**199**", and together with CanadaBis, Stigma Pharmaceuticals, 210, and Full Spectrum, the "**Applicants**") bring this Application seeking the following orders pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"):

    (a) an order (the "**Approval and Reverse Vesting Order**"), substantially in the form attached hereto as **Schedule "B"** that, among other things:

        (i) approves the subscription agreement among the Applicants and 2208318 Alberta Ltd. dated August 19, 2026 (the "**Subscription Agreement**") and the transaction contemplated therein (the "**Transaction**");

        (ii) transfers and vests all of the Applicants' right, title and interest in and to the Excluded Assets, Excluded Contracts, and Excluded Liabilities to and in ResidualCo (as defined below);

(iii) authorizes and directs CanadaBis to file articles of amendment to give effect to the Transaction;

(iv) releases and discharges all Claims and Encumbrances from the Applicants' property;

(v) cancels and terminates, without consideration, all Equity Interests of CanadaBis other than the Post-Consolidation Shares;

(vi) grants certain protections in favour of FTI Consulting Canada Inc. ("**FTI**" or the "**Monitor**");

(vii) upon the Monitor's delivery of a certificate substantially in the form appended to the Approval and Reverse Vesting Order, deems the Applicants to cease being Applicants in these CCAA proceedings;

(viii) adds a corporation to be incorporated ("**ResidualCo**") by the Applicants in advance of the Closing Date of the Transaction as an applicant to these CCAA proceedings;

(ix) authorizes Travis McIntyre to act as first director of ResidualCo, and orders that he shall not incur any liability associated with being the first director of ResidualCo, save and except for gross negligence or wilful misconduct; and

(x) grants releases in favour of:

(1) the Applicants and their present directors, officers, employees and financial and legal advisors;

(2) FTI, in its personal capacity and in its capacity as the Monitor of the Applicants, and its legal counsel and their respective directors, officers, partners, employees and advisors;

(3) 2208318 Alberta Ltd., in its capacity as the Purchaser, and its current directors, officers, employees, and financial and legal advisors; and

(4) ResidualCo and its legal counsel, and their respective directors, officers and employees (collectively, the "**Released Parties**"); and

(xi) grants the Monitor certain enhanced powers in respect of ResidualCo, including the authority to act on behalf of ResidualCo and exercise powers that may otherwise be exercised by its board of directors, to facilitate the administration and winding-down of ResidualCo and these CCAA proceedings; and

(b) an order (the "**Stay Extension and Termination Order**"), substantially in the form attached hereto as **Schedule "C"** that, among other things:

(i) extends the Stay Period (as defined in the SARIO) in favour of the Applicants and their directors and officers from September 11, 2026 up to and including October 30, 2026;

(ii) upon the filing of a certificate of the Monitor in the form appended to the proposed Stay Extension and Termination Order (the "**Termination Certificate**"), terminates these CCAA proceedings and discharges the Monitor (the "**CCAA Termination Time**");

(iii) terminates the Court-ordered charges approved in these CCAA proceedings effective as at the CCAA Termination Time; and

(iv) permits ResidualCo to assign itself into bankruptcy, and authorizes FTI to act as the bankruptcy trustee in respect of ResidualCo.

2. A redline comparison of the Approval and Reverse Vesting Order to the Alberta Model Approval and Vesting Order is attached hereto as **Schedule "D".**

3. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the SARIO or the Subscription Agreement, as applicable.

II. GROUNDS FOR MAKING THIS APPLICATION:

Background

4. The Applicants are a vertically integrated cannabis company operating out of Red Deer, Alberta and are engaged in the cultivation, extraction, product development, and sale of cannabis and cannabis products.

5. Each of the Applicants are incorporated under the Alberta *Business Corporations Act*.

6. CanadaBis is the ultimate parent company of the Applicants, and wholly owns each of Stigma Pharmaceuticals, 210, and Full Spectrum. 199 is a wholly owned subsidiary of Stigma Pharmaceuticals.

7. The Applicants have suffered from financial difficulties in the past year driven primarily by a significant increase in market competition and a growing excise tax burden that the Applicants cannot pay in the ordinary course.

8. On April 17, 2026, the Applicants commenced proceedings under the CCAA pursuant to the Initial Order that, among other things:

   (a) declared that the Applicants are each a debtor company to which the CCAA applies;

   (b) granted a stay of proceedings in respect of the Applicants up to and including April 27, 2026;

   (c) appointed FTI as the monitor of the Applicants in these CCAA proceedings;

   (d) granted the Applicants' relief from certain securities law reporting obligations under federal, provincial and other applicable law until further order of the Court;

   (e) preserved the *status quo* of the Applicants' Health Canada and cannabis excise tax licenses;

   (f) granted the Administration Charge in the initial amount of $150,000 for the benefit of the Applicants' counsel, the Monitor and the Monitor's counsel, as security for the respective fees and disbursements incurred in respect of the services rendered in connection with these CCAA proceedings; and

(g) granted the D&O Charge (together with the Administration Charge, the "**Charges**") in the initial amount of $900,000 for the benefit of the directors and officers of the Applicants.

9. On April 27, 2026, the Honourable Justice Jones granted the Amended and Restated Initial Order, which, among other things: (a) extended the Stay Period until June 11, 2026; (b) increased the maximum amount of the Charges and elevated their priority ahead of all other security interests; and (c) prohibited any person from setting off pre-filing obligations against post-filing obligations.

10. On June 10, 2026, the Honourable Justice Armstrong granted:

(a) the Second Amended and Restated Initial Order ("**SARIO**"), which: (i) extended the Stay Period until September 11, 2026; and (ii) granted the Applicants the authorization, but not the requirement, to make termination and severance payments to employees whose employment is terminated during these CCAA proceedings; and

(b) the Sale and Investment Solicitation Process Order (the "**SISP Order**") that approved the sale and investment solicitation process (the "**SISP**") and authorized the Monitor, with the assistance of the Applicants and in consultation with Servus Credit Union Ltd. ("**Servus**"), the Applicants' senior secured creditor, to conduct the SISP.

III. THE SISP ORDER:

Conduct of the SISP

11. The Monitor, with the assistance of the Applicants and in consultation with Servus, conducted the SISP. The SISP solicited interest in and opportunities for: (a) one or more sales or partial sales of all, substantially all, or certain portions of the Applicants' Property

or their Business; and/or (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Applicants or their Business.

12. The SISP was designed as a two-phase process, with Phase I requiring non-binding letters of intent and Phase II requiring binding purchase agreements. In total, approximately 128 parties were contacted regarding the opportunity.

13. The SISP established an initial deadline of July 15, 2026 at 5:00 p.m. (Mountain Time) for the submission of non-binding letters of intent (the "**Phase I Bid Deadline**"). The Monitor received two letters of intent by the Phase I Bid Deadline. Following its review of the bids, in consultation with the Applicants and Servus, the Monitor determined that both bids constituted Qualified Phase I Bids and invited both bidders to participate in Phase II of the SISP.

14. One of the Qualified Phase I Bids was submitted by 2208318 Alberta Ltd. ("**220**"), a company owned and controlled by Travis McIntyre, the Applicants' Chief Executive Officer and a director. Mr. McIntyre advised the Monitor on June 30, 2026 of his intention to submit a bid through 220. Thereafter, in accordance with the SISP and to preserve the fairness and integrity of the process, neither Mr. McIntyre nor any other representative of 220 who is also involved with the Applicants participated in any discussions with the Monitor concerning the conduct of the SISP or the review or selection of bids.

15. The letter of intent submitted by 220 contemplated the assumption or refinancing of some of the indebtedness owing to Servus. As Servus was not permitted to have discussions with 220 while it received information about the SISP, the Monitor, in consultation with the Applicants, exercised its authority to modify the SISP procedures to permit Servus to communicate with 220, provided that the Monitor was copied on all correspondence and participated in any discussions concerning the proposed deal.

16. The Monitor received two Phase II Bids by the Phase II Bid Deadline.

17. On August 14, 2026, in accordance with the SISP, the Monitor selected 220 as the Successful Bidder (in such capacity, the "**Purchaser**") and advised the other Phase II Bidder that its bid had not been accepted.

Approval of the Subscription Agreement

18. The principal terms of the Subscription Agreement provide for the Purchaser to acquire 100% of the issued and outstanding shares of CanadaBis through a reverse vesting transaction. Pursuant to the Transaction, among other things, CanadaBis will issue new common shares to the Purchaser and consolidate the new common shares and the existing shares such that the Purchaser will become the sole shareholder of CanadaBis. As part of the proposed transaction, the Excluded Assets, Excluded Contracts and Excluded Liabilities will be transferred to and vested in ResidualCo.

19. The Subscription Agreement provides for the continued employment of at least 90% of the Applicants' existing employees, although the Purchaser is not required to continue the employment of any particular employee. The Transaction will also preserve the Applicants' business as a going concern.

20. The material conditions to Closing include: (a) entering into a binding agreement between 220 and Servus; (b) the granting of the Approval and Reverse Vesting Order; and (c) receipt of the required Transaction Regulatory Approvals. At the request of the Applicants and the Monitor, the Purchaser has agreed to include a requirement in the Subscription Agreement that the definitive documentation with respect to the Servus Refinancing must be completed by no later than August 25, 2026, such that this condition can be waived prior to the hearing date for this application.

21. Closing is to occur no later than five Business Days after the conditions to Closing have been satisfied or waived and, in any event, by the Outside Date of October 8, 2026.

22. The Applicants operate in a highly regulated environment in accordance with the *Cannabis Act* (Canada) and applicable provincial and municipal legislation. 199 holds the material assets required to operate the Applicants' cannabis business, including a Health Canada licence to sell cannabis products and an excise licence issued by the Canada Revenue Agency under the *Excise Act, 2001*, both of which remain in good standing (collectively, the "**Licences**").

23. The Licences are non-transferable. If the Transaction were structured as a traditional asset sale, the Licences would have to be re-issued, which would materially extend the time required to complete the Transaction and increase closing risk. An asset sale would also require the Applicants to obtain consents to assign, re-establish or enter into new arrangements in respect of certain contracts with provincial and territorial cannabis distributors and to re-record or register certain intellectual property.

24. Accordingly, the Subscription Agreement is structured as a reverse vesting transaction to permit the Applicants to preserve the Licences and maintain their existing contracts and other arrangements with government entities, cannabis distributors and strategic suppliers, while transferring the Excluded Assets, Excluded Contracts and Excluded Liabilities to ResidualCo. The reverse vesting structure is also expected to preserve certain of the Applicants' tax attributes, including their operating losses.

25. The reverse vesting structure will not materially prejudice or impair the rights of the Applicants' creditors relative to a traditional asset sale transaction. The Excluded Liabilities transferred to ResidualCo would have remained with the Applicants in a traditional asset sale, while the liabilities retained pursuant to the Subscription Agreement provide a benefit to certain stakeholders that would not otherwise be available under a traditional asset sale structure.

Releases

26. The released claims encompass all claims that may exist prior to or related to these CCAA proceedings, the Subscription Agreement, and the Transaction against the Released Parties, excluding claims permitted to be released under section 5.1(2) of the CCAA. The purpose of the releases is to provide the Applicants and their directors and officers with a fresh start. The releases aim to provide certainty and finality for the Released Parties and to ensure that the directors and officers do not have indemnity claims against the Applicants in respect of any claims that may be field against them. The Applicants consider these releases reasonable due to the significant contributions of the Released Parties to this proceeding and the Transaction, enabling the Applicants to continue as a going concern.

IV. STAY EXTENSION AND TERMINATION ORDER:

Extension of the Stay Period

27. The Stay currently expires on September 11, 2026. The Applicants request an extension of the Stay up to and including October 30, 2026 to, among other things, to provide the Applicants the time necessary to close the Transaction and allow the Applicants and ResidualCo to complete the winding down of its outstanding liabilities.

28. The cash flow forecast appended to the Third Report of the Monitor demonstrates that the Applicants will have sufficient liquidity during the proposed Stay to continue this CCAA proceeding.

29. The Applicants have acted, and continue to act, in good faith and with due diligence during the course of this CCAA proceeding.

30. No creditor will suffer material prejudice as a result of the proposed extension of the Stay.

31. The Monitor supports the extension of the Stay by the Applicants.

Termination of the CCAA Proceedings and the Bankruptcy of ResidualCo

32. Once the Transaction has closed, the purpose of these CCAA proceedings will have come to an end. In that regard, the Applicants also seek the proposed Stay Extension and Termination Order at this time to bring a conclusion to these CCAA proceedings, including the anticipated assignment of ResidualCo into bankruptcy. Following completion of the Transaction, ResidualCo is not expected to have any material assets that can be realized for the benefit of its creditors.

33. The proposed Stay Extension and Termination Order provides that these CCAA proceedings and the Stay Period will be terminated upon service by the Monitor of the Termination Certificate on the Service List in these CCAA proceedings certifying that, to the best of the knowledge and belief of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed.

34. At such time, FTI will be released and discharged as the Monitor and each of the charges as set out in the SARIO will be terminated, released and discharged.

35. Given that the proposed Transaction does not provide sale proceeds that are sufficient to repay all of the Applicants' secured creditors in full, the Applicants do not intend to implement a process for the identification and resolution of claims with respect to the Excluded Assets, Excluded Contracts, and Excluded Liabilities in these CCAA proceedings or file a plan of compromise or arrangement.

36. To facilitate the orderly and efficient wind-up of ResidualCo's estate, the proposed Stay Extension and Termination Order authorizes ResidualCo to make an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") prior to the CCAA Termination Time.

V. AFFIDAVIT OR OTHER EVIDENCE TO BE USED IN SUPPORT OF THIS APPLICATION:

37. The First Affidavit of Travis McIntyre, sworn April 16, 2026, filed;

38. The Second Affidavit of Travis McIntyre, sworn June 1, 2026, filed;

39. The First Holmgren Affidavit, sworn August 19, 2026, to be filed;

40. The Bench Brief of the Applicants, to be filed;

41. The Pre-Filing Report of the Proposed Monitor, FTI Consulting Canada Inc., dated April 16, 2026, filed;

42. The First Report of the Monitor dated April 22, 2026, filed;

43. The Second Report of the Monitor dated June 3, 2026, filed;

44. The Third Report of the Monitor, to be filed; and

45. Such further and other materials as counsel for the Applicants or the Monitor may advise and this Honourable Court may permit.

VI. APPLICABLE RULES:

46. Rules 1.2, 2.3, 3.2(2)(d), 3.8, Part 6, Division 1, 11.27, 11.29 and 13.5 of the Alberta *Rules of Court*, Alta Reg 124/2010.

VII. APPLICABLE ACTS AND REGULATIONS:

47. The provisions of the CCAA, including without limitation, sections 11, 11.02(2), 11.3(4), 18.6, 36, and the inherent and equitable jurisdiction of this Honourable Court.

48. The provisions of the BIA, including without limitation, section 49, and the inherent and equitable jurisdiction of this Honourable Court.

49. Such further and other Acts or regulations as counsel may advise and this Honourable Court may permit.

VIII. ANY IRREGULARITY COMPLAINED OF OR OBJECTION RELIED ON:

50. None.

IX. HOW THE APPLICATION IS PROPOSED TO BE HEARD OR CONSIDERED:

51. By WebEx videoconference before the Honourable Justice Simard on the Commercial List pursuant to the WebEx details enclosed hereto as **Appendix "1"**.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

Appendix “1” – WebEx Details

File #(s) : 2601-07007
Style of Cause: CANADABIS CAPITAL INC. v. COMPANIES'CREDITORS ARRANGEMENT ACT

Date/Duration:
August 27, 2026 10:00 AM
Total: 120 Minute(s)

Virtual Courtroom 60 has been assigned for the above noted matter:

Virtual Courtroom Link: https://albertacourts.webex.com/meet/virtual.courtroom60

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.

2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted

3. Click on the Open Cisco Webex Meeting.

4. You will see a preview screen. Click on Join Meeting.

Key considerations for those attending:

1. Please connect to the courtroom 15 minutes prior to the start of the hearing.

2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.

3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.

4. Note: Recording or rebroadcasting of the video is prohibited.

5. Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.

For more information relating to Webex protocols and procedures, please visit: https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol.

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

SCHEDULE "A"

Service List

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JUDICIAL CENTRE	CALGARY
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Updated as of August 19, 2026

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SCHEDULE "B"

Draft Approval and Reverse Vesting Order

COURT FILE NUMBER	**2601-07007**	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.	
PLAINTIFFS / APPLICANTS	CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.	
DOCUMENT	**TRANSACTION APPROVAL AND REVERSE VESTING ORDER**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Thornton Grout Finnigan LLP** TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, Ontario M5K 1K7 **Mitchell W. Grossell / Derek Harland / Andrew Nesbitt** Telephone: 416-304-1616 Email: mgrossell@tgf.ca / dharland@tgf.ca / anesbitt@tgf.ca	

DATE ON WHICH ORDER WAS PRONOUNCED:	AUGUST 27, 2026
LOCATION WHERE ORDER WAS PRONOUNCED:	CALGARY, ALBERTA
NAME OF JUSTICE WHO MADE THIS ORDER:	THE HONOURABLE JUSTICE SIMARD

UPON THE APPLICATION of CanadaBis Capital Inc. ("**CanadaBis**"), Stigma Pharmaceuticals Inc., 2103157 Alberta Ltd., Full Spectrum Labs Ltd., and 1998643 Alberta Ltd. (collectively, the "**Applicants**") for an order, *inter alia*, (a) approving the share transaction (the "**Transaction**") in respect of CanadaBis, contemplated by the Subscription Agreement among the

Applicants and 2208318 Alberta Ltd. (the "**Purchaser**") dated August 19, 2026 (the "**Subscription Agreement**") and attached in redacted form as Exhibit "C" to the First Affidavit of Jeffrey Holmgren sworn August 19, 2026 (the "**First Holmgren Affidavit**"); (b) upon the closing of the Transaction, adding a corporation to be incorporated in advance of the Closing Date of the Transaction ("**ResidualCo**") as an applicant to these proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**", and such proceedings being the "**CCAA Proceedings**") in substitution for the Applicants, and removing the Applicants from the purview of these CCAA Proceedings; and (c) approving releases in favour of certain parties;

AND UPON HAVING READ the Second Amended and Restated Initial Order granted in these CCAA Proceedings on June 10, 2026 (the "**SARIO**"), the within Notice of Application, the First Holmgren Affidavit, the Third Report of FTI Consulting Canada Inc. ("**FTI**") in its capacity as Court-appointed monitor ("**Monitor**"), to be filed (the "**Third Report**"), the Confidential Supplement to the Third Report of the Monitor, the Affidavit of Service of Andrew Nesbitt, made August 19, 2026, and the other pleadings and evidence previously filed in the within proceedings;

AND UPON HEARING from counsel for the Applicants, counsel for the Monitor, counsel for the Purchaser, and such other counsel in attendance at the hearing of this application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the notice of this Application for this Order and supporting materials is hereby declared to be good and sufficient, and this application is properly returnable today.

CAPITALIZED TERMS

2. Capitalized terms used but not otherwise defined in this Order shall have the meanings ascribed thereto in the Subscription Agreement.

APPROVAL OF THE TRANSACTION

3. The Subscription Agreement and the Transaction are hereby approved, and the execution of the Subscription Agreement by the Applicants is hereby authorized, approved, and ratified, with such minor amendments as the Applicants and the Purchaser may agree to, with the consent of the Monitor, provided that such amendments do not materially alter or impact the Transaction or the consideration which the Applicants and/or their applicable stakeholders will benefit from as part of the Transaction. The Applicants are hereby authorized and directed to complete the Transaction subject to the terms of the Subscription Agreement, to perform their obligations under the Subscription Agreement and any ancillary documents related thereto, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, including but not limited to the Pre-Closing Reorganization, the Implementation Steps, the conveyance of the New Common Shares, and the cancellation of Equity Interests (other than the Post-Consolidation Shares).

4. Subject to the terms of the Subscription Agreement, this Order shall constitute the only authorization required by the Applicants to proceed with and complete the Transaction (including, for certainty, the Pre-Closing Reorganization and the Implementation Steps), and no director, shareholder or other approval shall be required in connection therewith.

5. For clarity, the steps set out below regarding the issuance of the New Common Shares and the vesting of assets and liabilities shall be deemed to occur in the same order as the Implementation Steps as set out in the Subscription Agreement.

REORGANIZATION AND CLOSING OF TRANSACTION

6. On the Closing Date, the Applicants are hereby authorized and directed to complete the Transaction, including but not limited to, the completion of the Pre-Closing Reorganization, the Implementation Steps and the issuance of the New Common Shares, in consideration for the Purchase Price.

7. The New Common Shares shall be issued to the Purchaser, and the Post-Consolidation Shares shall vest in the Purchaser, in each case free and clear of and from any Claims or Encumbrances (as such terms are defined at paragraph 11(d) below).

8. The Applicants and the Purchaser, in completing the Transaction, are authorized to:

(a) execute and deliver any documents and assurances governing or giving effect to the Transaction as the Applicants and/or the Purchaser, in their reasonable discretion, may deem to be reasonably necessary or advisable to complete, implement, and conclude the Transaction, including the execution of all such ancillary documents as may be contemplated in the Subscription Agreement, and all such ancillary documents are hereby ratified, approved and confirmed; and

(b) take such steps as are, in the opinion of the Applicants and/or the Purchaser, necessary or incidental to the implementation of the Transaction.

9. The Applicants and the Purchaser are hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instructions as may be required to permit or enable and effect the Transaction, including, without limitation, the issuance of the New Common Shares, the Cancellation and Consolidation and the appointment or resignation of the directors of each of the Applicants, and to give effect to the Pre-Closing Reorganization, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Transaction.

10. The Registrar appointed pursuant to section 263 of the *Business Corporations Act*, RSA 2000, c B-9, shall accept, receive and register any documents or instruments as may be required to permit or enable and effect the Transaction contemplated in the Subscription Agreement, filed by either the Applicants or the Purchaser, as the case may be.

VESTING OF ASSETS AND LIABILITIES

11. Subject to the terms of the Subscription Agreement, upon the Monitor's delivery of a certificate substantially in the form attached hereto as **Schedule "A"** (the "**Monitor's Certificate**"), the following shall occur and shall be deemed to have occurred commencing at the time of delivery of the Monitor's Certificate (the "**Effective Time**") in the following sequence:

(a) first, all employees of the Applicants deemed to be Terminated Employees pursuant to the Subscription Agreement shall be terminated;

(b) second, the Applicants shall pay, or cause to be paid, the amounts necessary to satisfy in full each of the Priority Payments, in each case in accordance with the Subscription Agreement and from funds available for such purpose;

(c) third, all of the Applicants' right, title and interest in and to: (i) the Excluded Assets (which, for greater certainty, includes the Cash Consideration paid in respect of the Purchase Price) shall be transferred to and shall vest absolutely and exclusively, without recourse, in ResidualCo; and (ii) all Vested Property shall be transferred to and shall vest absolutely and exclusively, without recourse, in the Purchaser or its permitted Nominee;

(d) fourth, all Excluded Liabilities, being (i) any and all demands, claims, liabilities, actions, causes of action, counterclaims, judgments, executions, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, taxes, obligations, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, secured or unsecured, matured or not yet matured due or to become due, accrued or unaccrued or liquidated or unliquidated and whether based in statute or otherwise, including, for greater certainty, the Statutes, as defined herein) and including all costs, fees and expenses relating thereto (collectively, the "**Claims**") and (ii) any security interest (whether contractual, statutory or otherwise), lien, prior Claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, trust (including any statutory, deemed or constructive trust), option or adverse Claim or encumbrance of any nature or kind (collectively, the "**Encumbrances**"), in respect of the Applicants, other than the Retained Liabilities, shall be transferred to and assumed by and shall vest absolutely and exclusively, without recourse, in ResidualCo, and:

(i) such Claims and Encumbrances shall continue to attach to the Excluded Assets with the same nature and priority as they had immediately prior to the Effective Time, as if the Excluded Assets had not been conveyed and had remained in the possession or control of the Person (as defined below) having that possession or control immediately prior to the transfer; and

(ii) such Claims and Encumbrances shall be transferred to and assumed by ResidualCo in consideration for the transfer of the Excluded Assets;

(e) <u>fifth</u>, all Excluded Liabilities, being all Claims and Encumbrances other than the Retained Liabilities (and Encumbrances relating to the Retained Debt), shall be novated and become obligations of ResidualCo, and shall no longer be obligations of the Applicants, and all of the Applicants' respective assets, licences, undertakings and properties of every nature and kind whatsoever and wherever situate, including any property held in trust for the Applicants (collectively, the "**Applicants' Property**"), shall be and are hereby forever released and discharged from such Excluded Liabilities, which shall be irrevocably expunged and discharged as against the Applicants' Property;

(f) <u>sixth</u>, without limiting sub-paragraph 11(e) hereof, any and all security registrations against the Applicants (other than any security registrations in respect of an Retained Liability), including but not limited to those listed in **Schedule "B"** hereto, shall be and are hereby forever released and discharged as against the Applicants, and all such security registrations shall attach to the Excluded Assets vested in ResidualCo and maintain the same attributes, rights, nature, perfection and priority as they had immediately prior to the Effective Time, as if the Excluded Assets had not been conveyed and remained in the possession or control of the

Person having that possession or control immediately prior to the transfer, and no financing change statements in any applicable personal property or other registry system are required to reflect the transfer of and assumption by ResidualCo of such security registrations;

(g) seventh, in consideration for the Purchase Price, CanadaBis shall issue the New Common Shares to the Purchaser, and all of the right, title, and interest in and to the New Common Shares shall vest absolutely in the Purchaser;

(h) eighth, the articles of CanadaBis shall be amended to:

(i) consolidate the New Common Shares and the Existing Shares on the basis of the Consolidation Ratio, and

(ii) provide for such additional changes to the rights and conditions attached to the New Common Shares and the Existing Shares as may be requested by the Purchaser;

(i) ninth:

(i) any fractional New Common Shares and Existing Shares held by any holder of such shares immediately following consolidation shall be cancelled, terminated and extinguished, without any liability, payment or other compensation in respect thereof, or any other Claim against CanadaBis or ResidualCo, and

(ii) if required, the articles of CanadaBis shall be amended to the extent necessary to achieve such cancellation; and

(j) tenth, any and all Equity Interests of CanadaBis (other than the Post-Consolidation Shares) that remain issued and outstanding immediately following the Consolidation and Cancellation shall be cancelled, terminated and extinguished, without any liability, payment or other compensation in respect thereof, or any other Claim against CanadaBis or ResidualCo, and all Claims in respect of any Equity Interests of CanadaBis (other than the Post-Consolidation Shares) shall be and are hereby fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any liability, payment or other compensation in respect thereof; and

(k) eleventh:

(i) the CCAA Proceedings shall be terminated in respect of the Applicants and the Applicants' Property, and the Applicants shall be deemed to be released from the purview of the SARIO and all other Orders of this Court granted in relation to the CCAA Proceedings, excepting this Order, the provisions of which (as they relate to the Applicants) shall continue to apply in all respects;

(ii) ResidualCo shall be deemed to be a company to which the CCAA applies, replace the Applicants as applicant in the CCAA Proceedings, and any reference in any Order of this Court (other than this Order) made in the CCAA Proceedings to an "Applicant" shall be deemed to refer to ResidualCo, *mutatis mutandis*. Without limiting the generality of the foregoing, the Monitor shall be automatically appointed as the monitor of ResidualCo, with all of the powers and authority granted to the Monitor under the SARIO (as may be amended from time to time), and the Administration Charge, the Directors' Charge, and any other charge granted pursuant to the SARIO shall, immediately and without further Order of the Court, apply to and affect all assets, undertakings, and properties of ResidualCo, in accordance with the terms set out in the SARIO concerning such charges; and

(iii) the style of cause of the CCAA Proceedings shall be amended to remove the Applicants as applicants and replace them with ResidualCo, and any document filed thereafter in the CCAA Proceedings (other than the Monitor's Certificate) shall be filed using such revised style of cause.

12. For greater certainty, any Person that, prior to the Effective Time, had a Claim or Encumbrance, other than a Retained Liability (which shall include the Retained Debt), against the Applicants or the Applicants' Property shall, as of the Effective Time, no longer have any such Claim or Encumbrance against or in respect of the Applicants, the Applicants' Property, or the Purchaser, but shall have an equivalent Claim or Encumbrance, as applicable, against ResidualCo in respect of the Excluded Assets and the Excluded Liabilities from and after the Effective Time, with the same attributes, rights, security, nature and priority as such Claim or Encumbrance had immediately prior to its transfer to ResidualCo, and nothing in this Order limits, lessens, modifies (other than by change in debtor) or extinguishes the Claim or Encumbrance of any Person as against ResidualCo.

13. From and after the Effective Time, the Applicants and the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge and release, as against the Applicants and the Applicants' Property, of the Claims and Encumbrances that are transferred to and vested in ResidualCo.

14. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof in connection with the Transaction.

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

16. Except to the extent expressly contemplated by the Subscription Agreement, all contracts, agreements and arrangements (whether oral or written) by which any of the Applicants or any of the Applicants' Property is bound or under which any of the Applicants has rights (each, a "**Contract**") to which any of the Applicants is a party at the time of delivery of the Monitor's Certificate, other than the Excluded Contracts, will be and remain in full force and effect upon and following delivery of the Monitor's Certificate, and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**", and each being a "**Person**") who is a party to any such contract, agreement or arrangement may accelerate, terminate, rescind, refuse to

perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy), or make any demand under or in respect thereof, and no automatic termination will have any validity or effect, by reason of:

(a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicants);

(b) the insolvency of the Applicants or the fact that the Applicants sought or obtained relief under the CCAA;

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

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

17. For greater certainty:

(a) nothing in paragraph 16 hereof shall waive, compromise or discharge any obligations of the Applicants in respect of any Retained Liabilities;

(b) the designation of any Claim as an Retained Liability is without prejudice to the Applicants' right to dispute the existence, validity or quantum of any such Retained Liability; and

(c) nothing in this Order or the Subscription Agreement shall affect or waive the Applicants' rights and defences, both legal and equitable, with respect to any Retained Liability, including but not limited to all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

18. From and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Applicants then existing or previously committed by the Applicants, or caused by the Applicants, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation expressed or implied in any Contract existing between such Person and the Applicants arising directly or indirectly from the commencement of the CCAA Proceedings and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 16 hereof and any and all notices of default and demands for payments or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Applicants from performing their obligations under the Subscription Agreement or be a waiver of defaults by the Applicants under the Subscription Agreement and the related documents.

19. Upon the delivery of the Monitor's Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicants, the Applicants' Property or the Excluded Assets (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and a copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and statements of conveyance as may be required to give effect to the terms of this Order, the Subscription Agreement, and the completion of the Transaction (collectively the "**Registrations**"). Presentment of the Monitor's Certificate and this Order shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interests against any of the Applicants and the Applicants' Property and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations and other Encumbrances against the Applicants, on the Applicants' Property and the Excluded Assets, as applicable. Such Registrations shall be registered by the Governmental Authorities, including the Registrar of Land Titles of Alberta, notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-7 and

notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

20. The Applicants and the Monitor shall not incur any liability under the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp), the *Excise Tax Act*, R.S.C. 1985, c. E-15, or any other similar federal, provincial, state or territorial tax legislation (collectively, the "**Statutes**") for facilitating any payments contemplated under the Subscription Agreement and in accordance with this Order, and the Monitor shall not have any liability for the tax liabilities of any of the Applicants, the Purchaser, or ResidualCo under the Statutes in respect of such payments, regardless of how or when such liabilities may have arisen.

21. For greater certainty, and without limiting any of the protections accorded the Monitor pursuant to this Order or any other Order of this Court, the Monitor is hereby forever released, remised and discharged from any Claims against it or its directors, officers or employees under or pursuant to the Statutes or otherwise at law arising as a result of any payments contemplated under the Subscription Agreement and this Order.

RESIDUALCO

22. Travis McIntyre (the "**First Director**") is hereby authorized, *nunc pro tunc*, to act as a director and officer of ResidualCo and, in such capacity, is authorized to take such steps and perform such tasks as are necessary or desirable to facilitate the terms of this Order and the Transaction.

23. The First Director shall not incur any liability as a result of becoming a director or officer of ResidualCo, save and except any liability or obligation incurred as a result of fraud, gross negligence or wilful misconduct on their part.

RELEASES

24. From and after the Effective Time, and without limiting the provisions of paragraph 11 hereof: (a) the Applicants and their current directors, officers, employees and financial and legal advisors; (b) the Purchaser and its current directors, officers, employees and financial and legal advisors; (c) the Monitor and its legal counsel, and their respective directors,

officers and employees; and (d) ResidualCo and its legal counsel, and their respective directors (including the First Director), officers and employees (collectively, the "**Released Parties**"), shall be deemed to be forever irrevocably released and discharged from any and all present and future Claims based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate, or undertaken or completed in connection with or pursuant to the terms of this Order or the CCAA Proceedings, or arising in connection with or relating to the Subscription Agreement, the completion of the Transaction, or any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or any matter relating to 199's cannabis excise licence and/or GST/HST arrears owing by the Applicants for the period prior to the date of the Initial Order including, without limitation, any claims for unpaid cannabis excise taxes (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that the Released Claims shall not include any claim for fraud, gross negligence, or wilful misconduct, or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

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

MONITOR AND MONITOR'S ENHANCED POWERS

26. In addition to the powers and duties of the Monitor set out in the SARIO or any other Order of this Court in the CCAA Proceedings, and without altering in any way the limitations

and obligations of ResidualCo as a result of these proceedings, the Monitor is hereby authorized and empowered, but not required, to assign ResidualCo, or cause ResidualCo to be assigned, into bankruptcy, and the Monitor shall be entitled but not obligated to act as trustee in bankruptcy thereof.

27. Nothing in this Order, including the release of the Applicants from the purview of the CCAA Proceedings pursuant to paragraph 11(k) hereof and the addition of ResidualCo as an applicant in these CCAA Proceedings shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in the CCAA Proceedings, and FTI shall continue to have the benefit of any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the SARIO, any other Orders in these CCAA Proceedings, or otherwise, including all approvals, protections, stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

28. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to this Order, the performance of any act authorized by this Order, or the administration of ResidualCo, except with prior leave of this Court on not less than 15 days' prior written notice to the Monitor and its legal counsel. For greater certainty, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the SARIO and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor and the fulfillment of its duties and the carrying out of the provisions of this Order. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under this paragraph 28.

29. The Monitor shall not, as a result of this Order or any matter contemplated hereby:

(a) be deemed to have taken part in the management or supervision of the management of the Applicants or ResidualCo or to have taken or maintained possession or control of the business or property of any of the Applicants or ResidualCo, or any part thereof; or

(b) be deemed to be in Possession of any property of the Applicants or ResidualCo within the meaning of any applicable environmental legislation and/or Cannabis Legislation (as such terms are defined in the SARIO), or otherwise. For greater certainty, ResidualCo shall remain in possession and control of its property and business.

30. Notwithstanding anything contained in this Order, the Monitor and its directors, officers and employees are not and shall not be or be deemed to be a director, officer or employee of ResidualCo, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising as a direct result of fraud, gross negligence, or wilful misconduct of the Monitor.

31. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors of or legal representative of ResidualCo, and any distributions to creditors of ResidualCo by the Monitor shall be deemed to have been made by ResidualCo.

32. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of ResidualCo with respect to such matters and, in the event of a conflict between the terms of this Order and those of the SARIO or any other Order of this Court, the provisions of this Order shall govern.

ADMINISTRATIVE EXPENSE RESERVE

33. Prior to the Effective Time, the Applicants shall transfer the administrative expense reserve in the amount of $50,000 (the “**Administrative Expense Reserve**”) to the Monitor. The Administrative Expense Reserve shall be used to fund any and all professional fees incurred by the Monitor, the Monitor’s counsel and the Applicants’ counsel, following closing of the Transaction, including any fees incurred in connection with the assignment of ResidualCo into bankruptcy. Following the completion of ResidualCo’s bankruptcy, any unused portion of the Administrative Expense Reserve shall be transferred to the Purchaser.

MISCELLANEOUS

34. In the event of a conflict between the terms of this Order and those of the SARIO, or any other Order of this Court, or the Subscription Agreement, the terms of this Order shall govern.

35. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Applicants are authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser all human resources and payroll information in the Applicants' records pertaining to past and current employees of the Applicants. The Purchaser shall maintain and protect the privacy of such information in accordance with Applicable Law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicants.

36. Notwithstanding:

(a) the pendency of these proceedings;

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

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

the execution of the Subscription Agreement, the implementation of the Transaction (including, without limitation, the transfer and vesting of the Excluded Assets and Excluded Liabilities in and to ResidualCo, the issuance of the New Common Shares to the Purchaser, the transfer and vesting of the Post-Consolidation Shares in and to the Purchaser) and any payments by or to the Applicants, the Purchaser, or ResidualCo authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants, the Purchaser or ResidualCo and shall not be void or voidable by creditors of the Applicants, the Purchaser or ResidualCo, as applicable, nor shall they constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation or at common law, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

37. The Applicants, the Purchaser, the Monitor and any other interested Person shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in completing the Transaction or any matters arising in respect of the Transaction post closing.

38. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order, the Subscription Agreement and all amendments thereto, in connection with any dispute involving the Applicants or ResidualCo, and to adjudicate, if necessary, any disputes concerning the Applicants or ResidualCo related in any way to the Transaction.

39. This Court hereby requests the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complementary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order.

40. Service of this Order shall be deemed good and sufficient by:

(a) serving same on the Persons who were served with notice of this Application and any other parties attending or represented at the hearing of this Application; and

(b) posting a copy of this Order on the Monitor's website at: https://cfcanada.fticonsulting.com/CanadaBis/.

Service of this Order on any other Person is hereby dispensed with.

41. Service of this Order may be effected by facsimile, electronic mail, personal delivery, or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER	**2601-07007**	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.	
PLAINTIFFS / APPLICANTS	CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.	
DOCUMENT	**MONITOR'S CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Fasken Martineau DuMoulin LLP** Barristers and Solicitors 3400 First Canadian Centre 350 – 7th Avenue SW Calgary, Alberta T2P 3N9 **Dylan Chochla / Jessica Cameron** Telephone: 416.868.3425 / 403.261.9468 Email: dchochla@fasken.com / jcameron@fasken.com	

RECITALS

A. Pursuant to an Order of the Honourable Justice R. W. Armstrong of the Court of King's Bench of Alberta (the "**Court**") dated April 17, 2026, as amended by an Amended Initial and Restated Order dated April 27, 2026, and by a Second Amended and Restated Initial Order dated June 10, 2026 (the "**SARIO**"), FTI Consulting Canada Inc. was appointed as monitor ("**Monitor**") of CanadaBis Capital Inc. ("**CanadaBis**"), 1998643 Alberta Ltd., Stigma Pharmaceuticals Inc., 2103157 Alberta Ltd., and Full Spectrum Labs Ltd. (collectively, the "**Applicants**").

B. Pursuant to an Order of the Court dated August 27, 2026, the Court approved a transaction contemplated by the Subscription Agreement between the Applicants and 2208318 Alberta Ltd. (the "**Purchaser**") dated August 19, 2026 (the "**Subscription Agreement**").

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Subscription Agreement.

THE MONITOR CERTIFIES the following:

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

This Certificate was delivered by the Monitor at _________, on _________, 2026.

FTI Consulting Canada Inc., in its capacity as court-appointed monitor of the Applicants and not in its personal or corporate capacity

Per: ______________________________________

Name: Jeffrey Rosenberg
Title: Senior Managing Director

Schedule "B"

Security Registrations to be Discharged

Registration Number	Registration Date	Secured Party	Collateral Description Summary
1998643 Alberta Ltd.			
H002TXT	13/03/2026	Runway Developments Inc.	Mortgage in the amount of $650,000 registered against the real property municipally known as 255C Clearview Drive, Red Deer County, Alberta and legally described as PLAN 0820855 BLOCK 1 LOT 17 EXCLUDING THEREOUT ALL MINES AND MINERALS
23031014541	10/03/2023	Royal Bank of Canada	2018 Mercedes-Benz G-Class Serial No. 4JGDF7FE2JB120590
25032610250	26/03/2025	Ford Credit Canada Company	2025 Ford F350 Serial No. 1FT8W3BM1SEC15380
22102725432	10/27/2022	NFS Leasing Canada, Ltd.	SECURITY AGREEMENT DATED 10/25/2022
23032411900	03/24/2023	RCAP Leasing Inc.	All PHOTOCOPIER EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS
23033020289	03/30/2023	NFS Leasing Canada Ltd.	SECURITY AGREEMENT DATED MARCH 22, 2023
23033108172	03/31/2023	NFS Leasing Canada Ltd.	ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY

Registration Number	Registration Date	Secured Party	Collateral Description Summary
			TO THE DEBTOR WHEREVER LOCATED, FINANCED UNDER AND DESCRIBED IN THE SCHEDULE 02 TO MASTER LEASE AGREEMENT 2022-0301 (THE "LEASE") ENTERED INTO BETWEEN DEBTOR AND THE SECURED PARTY, AS MAY BE AMENDED, MODIFIED, REPLACED OR SUPPLEMENTED FROM TIME TO TIME, TOGETHER WITH ALL OF DEBTOR'S RIGHTS, TITLE AND INTEREST IN AND TO USE ANY SOFTWARE AND SERVICES (COLLECTIVELY" SOFTWARE"), ALL SUBSTITUTIONS, ADDITIONS, ACCESSIONS AND REPLACEMENTS TO THE COLLATERAL OR SOFTWARE NOW OR HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION WITH THE COLLATERAL OR SOFTWARE AND THE PROCEEDS THEREOF TOGETHER WITH ALL PAYMENTS, INSURANCE PROCEEDS, CREDITS OR REFUNDS OBTAINED BY DEBTOR FROM A MANUFACTURER, LICENSOR OR SERVICE PROVIDER, OR OTHER PROCEEDS AND PAYMENTS DUE AND TO BECOME DUE AND ARISING FROM OR RELATING TO SUCH COLLATERAL, SOFTWARE OR THE LEASE, INCLUDING ALL LEASES AND SUBLEASES OF THE COLLATERAL TO THIRD PARTIES AND/OR RELATED PARTIES AND PAYMENT MADE UNDER SUCH LEASES AND ALL PROCEEDS AND PRODUCTS THEREOF, IN EACH CASE, NOW EXISTING OR HEREAFTER ARISING. PROCEEDS: ALL OF

Registration Number	Registration Date	Secured Party	Collateral Description Summary
			THE DEBTOR'S PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

SCHEDULE "C”

Draft Stay Extension and Termination Order

Clerk's Stamp:

COURT FILE NUMBER	2601-07007
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
APPLICANT:	CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
DOCUMENT	**ORDER (STAY EXTENSION AND CCAA TERMINATION)**
CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	**THORNTON GROUT FINNIGAN LLP** TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, Ontario M5K 1K7 Tel: 416-304-1616 Attn**: Mitchell W. Grossell / Derek Harland / Andrew Nesbitt** Telephone: 416-304-1616 Email: mgrossell@tgf.ca / dharland@tgf.ca / anesbitt@tgf.ca

DATE ON WHICH ORDER WAS PRONOUNCED:	AUGUST 27, 2026
NAME OF JUDGE WHO MADE THIS ORDER:	THE HONOURABLE JUSTICE SIMARD
LOCATION OF HEARING:	CALGARY, ALBERTA

UPON the application of CanadaBis Capital Inc., 1998643 Alberta Ltd., Stigma Pharmaceuticals Inc., 2103157 Alberta Ltd., and Full Spectrum Labs Ltd. (collectively, the "**Applicants**"); **AND UPON** having read the Application, the First Affidavit of Jeffrey Holmgren sworn August 19, 2026, and the Exhibits thereto (the "**First Holmgren Affidavit**"), **AND UPON** reading the Third Report of the FTI Consulting Canada Inc. ("**FTI**") in its capacity as Court-appointed monitor (the "**Monitor**"), to be filed (the "**Third Report**"), the Confidential Supplement to the Third Report of the Monitor, to be filed (the "**Confidential Report**"), **AND UPON** reviewing the Affidavit of Service of Andrew Nesbitt sworn August 19, 2026; **AND UPON** hearing counsel for the Applicants, counsel for the Monitor and those other parties attending at the hearing of this motion, **IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE AND DEFINITIONS

1. The time and method for service of the application for this order (the "**Order**") is validated and this application is properly returnable today.

2. Any capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Third McIntyre Affidavit or the Second Amended and Restated Initial Order dated June 10, 2026 (the "**SARIO**"), as the case may be.

STAY EXTENSION

3. The Stay Period is hereby extended up to and including October 30, 2026.

APPROVAL OF MONITOR'S REPORTS

4. The Pre-Filing Report of the Monitor dated April 16, 2026, the First Report of the Monitor dated April 22, 2026, the Second Report of the Monitor dated June 3, 2026, the Third Report, and the Confidential Report, and the activities, conduct and decisions of the Monitor set out therein are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

APPROVAL OF THE FEES OF THE MONITOR AND ITS COUNSEL

5. The professional fees of the Monitor for the period between March 23, 2026, and August 16, 2026, in the amount of $562,373.50, plus disbursements and expenses of $9,842.40 and Goods and Services Tax ("**GST**") of $28,610.81, for a total of $600,826.71, as well as the Monitor's estimated professional fees and disbursements to the CCAA Termination Time in the amount of up to $50,000, as further set out in the Third Report, are hereby approved.

6. The professional fees of Fasken Martineau Dumoulin LLP ("**Fasken**"), counsel to the Monitor, for the period between March 27, 2026, and August 16, 2026, in the amount of $184,417, plus disbursements and expenses of $1,021.71 and GST of 24,043.45, for a total of $209,481.62, as well as Fasken's estimated professional fees and disbursements to the CCAA Termination Time in the amount of up to $50,000, as further set out in the Third Report, are hereby approved.

7. The Monitor and the Monitor's counsel shall not be required to pass their accounts in respect of any further activities in connection with the completion by the Monitor of its remaining duties and administration of these CCAA proceedings.

TERMINATION OF THE CCAA PROCEEDINGS

8. Upon service by the Monitor of an executed certificate substantially in the form attached hereto as Schedule "A" (the "**Termination Certificate**") on the Service List in these CCAA proceedings certifying that, to the best of the knowledge and belief of the Monitor, all matters to be attended to in connection with the CCAA proceedings have been completed, and notwithstanding that the stay of proceedings may not have been expired, the within CCAA proceedings shall be terminated without any other act or formality (the "**CCAA Termination Time**"), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any action or steps taken by any Person pursuant thereto.

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

10. The Charges shall be and are hereby terminated, released, and discharged at the CCAA Termination Time without any further act or formality.

DISCHARGE OF MONITOR

11. Effective at the CCAA Termination Time, FTI shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, FTI shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may be required or appropriate ("**Monitor Incidental Matters**").

12. Notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the SARIO, or any other Order of this Court granted in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following and after the CCAA Termination Time, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor following the CCAA Termination Time with respect to the Applicants, ResidualCo or these CCAA proceedings.

13. Upon the CCAA Termination Time, the Monitor, its legal counsel and each of their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**" and each a "**Released Party**") shall be and are hereby released and discharged from any and all claims that any Person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the CCAA Termination Time in any way relating to, arising out of or in respect of, these CCAA proceedings or with respect to their respective conduct in these CCAA proceedings (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or wilful misconduct on the part of the applicable Released Party.

14. No action or proceeding shall be commenced against any of the Released Parties in any way arising from or related to these CCAA proceedings, except with prior leave of this Court on not less than ten (10) days' prior written notice to the applicable Released Party and upon further order securing, as security for costs, the full indemnity costs of the applicable Released Party in connection with any proposed action or proceeding as the Court hearing the application for leave to proceed may deem just and appropriate.

ASSIGNMENT INTO BANKRUPTCY

15. At such time as ResidualCo determines that it is necessary or desirable to do so, including for greater certainty at a time prior to the CCAA Termination Time:

(a) ResidualCo is hereby authorized to make an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended ("**BIA**") and, in that regard, the sole director of ResidualCo is authorized to sign such documents in the name of ResidualCo and take all such steps as are necessary to make the assignment in bankruptcy. The stay of proceedings provided for at paragraphs 10 and 11 of the SARIO is hereby lifted solely for the purpose of allowing Travis McIntyre, the first director, or ResidualCo to assign ResidualCo into bankruptcy; and

(b) FTI is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of ResidualCo.

SEALING

16. The Confidential Report and all appendices thereto (the "**Confidential Materials**") shall immediately be sealed by the Clerk of the Court, kept confidential and shall not form part of the public record, and not be available for public inspection until the earlier of (i) 30 days following the closing of the Transaction, or (ii) further order of this Court.

17. The Confidential Materials shall be sealed and filed in an envelope containing the following statement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE THIRD REPORT OF THE MONITOR, DATED AUGUST [______] 2026, AND THE CONFIDENTIAL APPENDICES THERETO WHICH SHALL BE SEALED ON THE COURT RECORD AND ARE NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE UNTIL THE EARLIER OF: I) 30 DAYS FOLLOWING THE CLOSING OF THE TRANSACTION, OR II) FURTHER ORDER OF THIS COURT.

18. In the event an interested party wishes to unseal all or a portion of the Confidential Materials, such interested party may bring an application to Court in the within proceedings on no less than seven (7) days' notice to the Applicants and the Monitor.

GENERAL

19. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

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

23. Service of this Order shall be deemed good and sufficient by serving the same on:

(a) the persons served with notice of these proceedings;

(b) any other person served with notice of the application for this Order; and

(c) any other parties attending or represented at the application for this Order,

and service on any other person is hereby dispensed with.

24. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

25. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

____

Justice of the Court of King's Bench of Alberta

Clerk's Stamp

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER	**2601-07007**
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
PLAINTIFFS / APPLICANTS	CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
DOCUMENT	**CCAA TERMINATION CERTIFICATE**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Fasken Martineau DuMoulin LLP** Barristers and Solicitors 3400 First Canadian Centre 350 – 7th Avenue SW Calgary, Alberta T2P 3N9 **Dylan Chochla / Jessica Cameron** Telephone: 416.868.3425 / 403.261.9468 Email: dchochla@fasken.com / jcameron@fasken.com

RECITALS

1. FTI Consulting Canada Inc. ("**FTI**") was appointed as the Monitor of the Applicants in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to an Initial Order of the Court of King's Bench of Alberta, Calgary (the "**Court**") dated April 17, 2026 (as further amended and restated from time to time, the "**Initial Order**").

2. Pursuant to the Approval and Reverse Vesting Order of this Court dated August 27, 2026, ResidualCo was added as an Applicant in these CCAA proceedings.

3. Pursuant to an Order of this Court dated August 27, 2026 (the "**CCAA Termination Order**"), among other things, FTI shall be discharged as the Monitor and the Applicants' CCAA proceedings shall be terminated upon the service of this Termination Certificate on the service list in these CCAA proceedings, all in accordance with the terms of the CCAA Termination Order.

4. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the Initial Order or the Termination Order, as applicable.

THE MONITOR HEREBY CERTIFIES the following:

5. To the knowledge of the Monitor, all matters to be attended to in connection with the CCAA proceedings have been completed to the satisfaction of the Monitor.

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

Dated at ___________ [CITY], ____________ [PROVINCE], this day of _____________, 2026

FTI Consulting Canada Inc., in its capacity as court-appointed monitor of the Applicants and not in its personal or corporate capacity

Per: ______________________________________

Name: Jeffrey Rosenberg
Title: Senior Managing Director

SCHEDULE "D"

Comparison of Draft Approval and Reverse Vesting Order to the Alberta Model Approval and Vesting Order

COURT FILE NUMBER	**2601-07007**
COURT	COURT OF ~~QUEEN'S~~KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CRE[...] ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS[...]
	AND IN THE MATTER OF A PLAN OF COMP[...] ARRANGEMENT OF CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
~~PLAINTIFF~~PLAINTIFFS / APPLICANTS	CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
~~DEFENDANT~~	
DOCUMENT	**TRANSACTION APPROVAL AND REVERSE VESTING ORDER** ~~(Sale by Receiver)~~
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Thornton Grout Finnigan LLP** TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, Ontario M5K 1K7 **Mitchell W. Grossell / Derek Harland / Andrew Nesbitt** Telephone: 416-304-1616 Email: mgrossell@tgf.ca / dharland@tgf.ca / anesbitt@tgf.ca

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED:	AUGUST 27, 2026
LOCATION WHERE ORDER WAS PRONOUNCED:	CALGARY, ALBERTA
NAME OF JUSTICE WHO MADE THIS ORDER:	THE HONOURABLE JUSTICE SIMARD

UPON THE APPLICATION of CanadaBis Capital Inc. ("**CanadaBis**"), Stigma Pharmaceuticals Inc., 2103157 Alberta Ltd., Full Spectrum Labs Ltd., and 1998643 Alberta Ltd. (collectively, the "**Applicants**") for an order, *inter alia*, (a) approving the share transaction (the "**Transaction**") in respect of CanadaBis, contemplated by the Subscription Agreement among the Applicants and 2208318 Alberta Ltd. (the "**Purchaser**") dated August 19, 2026 (the "**Subscription Agreement**") and attached in redacted form as Exhibit "C" to the First Affidavit of Jeffrey Holmgren sworn August 19, 2026 (the "**First Holmgren Affidavit**"); (b) upon the closing of the Transaction, adding a corporation to be incorporated in advance of the Closing Date of the Transaction ("**ResidualCo**") as an applicant to these proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**", and such proceedings being the "**CCAA Proceedings**") in substitution for the Applicants, and removing the Applicants from the purview of these CCAA Proceedings; and (c) approving releases in favour of certain parties;

~~**DATE ON WHICH ORDER WAS PRONOUNCED:** ___________________________________~~

~~**LOCATION WHERE ORDER WAS PRONOUNCED:** _________________________________~~

~~**NAME OF JUSTICE WHO MADE THIS ORDER:** __________________________________~~

~~**UPON THE APPLICATION** by **[Receiver's Name]** in its capacity as the Court-appointed **[receiver/receiver and manager]** (the "Receiver") of the undertakings, property and assets of **[Debtor]** (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and **[Name of Purchaser]** (the "Purchaser") dated **[Date]** and appended to the ___ Report of the Receiver dated **[Date]** (the "Report"), and vesting in the Purchaser (or its nominee)[1] the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets");~~

AND UPON HAVING READ the ~~Receivership Order dated **[Date]** (the "Receivership Order"), the Report and~~Second Amended and Restated Initial Order granted in these CCAA Proceedings on

~~[1] Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

June 10, 2026 (the "**SARIO**"), the within Notice of Application, the First Holmgren Affidavit, the Third Report of FTI Consulting Canada Inc. ("**FTI**") in its capacity as Court-appointed monitor ("**Monitor**"), to be filed (the "**Third Report**"), the Confidential Supplement to the Third Report of the Monitor, the Affidavit of Service~~; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser **[Names of other parties appearing]**, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;~~ of Andrew Nesbitt, made August 19, 2026, and the other pleadings and evidence previously filed in the within proceedings;

AND UPON HEARING from counsel for the Applicants, counsel for the Monitor, counsel for the Purchaser, and such other counsel in attendance at the hearing of this application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the notice of this ~~application~~Application for this Order and supporting materials is hereby declared to be good and sufficient, ~~no other person is required to have been served with notice of this application and time for service of~~and this application is ~~abridged to that actually given.~~[2]properly returnable today.

CAPITALIZED TERMS

2. Capitalized terms used but not otherwise defined in this Order shall have the meanings ascribed thereto in the Subscription Agreement.

APPROVAL OF THE TRANSACTION

~~[2] Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

~~2. The Transaction is hereby approved[3] and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).~~

3. The Subscription Agreement and the Transaction are hereby approved, and the execution of the Subscription Agreement by the Applicants is hereby authorized, approved, and ratified, with such minor amendments as the Applicants and the Purchaser may agree to, with the consent of the Monitor, provided that such amendments do not materially alter or impact the Transaction or the consideration which the Applicants and/or their applicable stakeholders will benefit from as part of the Transaction. The Applicants are hereby authorized and directed to complete the Transaction subject to the terms of the Subscription Agreement, to perform their obligations under the Subscription Agreement and any ancillary documents related thereto, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, including but not limited to the Pre-Closing Reorganization, the Implementation Steps, the conveyance of the New Common Shares, and the cancellation of Equity Interests (other than the Post-Consolidation Shares).

4. Subject to the terms of the Subscription Agreement, this Order shall constitute the only authorization required by the Applicants to proceed with and complete the Transaction (including, for certainty, the Pre-Closing Reorganization and the Implementation Steps), and no director, shareholder or other approval shall be required in connection therewith.

5. For clarity, the steps set out below regarding the issuance of the New Common Shares and the vesting of assets and liabilities shall be deemed to occur in the same order as the Implementation Steps as set out in the Subscription Agreement.

~~[3] In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders."~~

REORGANIZATION AND CLOSING OF TRANSACTION

6. On the Closing Date, the Applicants are hereby authorized and directed to complete the Transaction, including but not limited to, the completion of the Pre-Closing Reorganization, the Implementation Steps and the issuance of the New Common Shares, in consideration for the Purchase Price.

7. The New Common Shares shall be issued to the Purchaser, and the Post-Consolidation Shares shall vest in the Purchaser, in each case free and clear of and from any Claims or Encumbrances (as such terms are defined at paragraph 11(d) below).

8. The Applicants and the Purchaser, in completing the Transaction, are authorized to:

   (a) execute and deliver any documents and assurances governing or giving effect to the Transaction as the Applicants and/or the Purchaser, in their reasonable discretion, may deem to be reasonably necessary or advisable to complete, implement, and conclude the Transaction, including the execution of all such ancillary documents as may be contemplated in the Subscription Agreement, and all such ancillary documents are hereby ratified, approved and confirmed; and

   (b) take such steps as are, in the opinion of the Applicants and/or the Purchaser, necessary or incidental to the implementation of the Transaction.

9. The Applicants and the Purchaser are hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instructions as may be required to permit or enable and effect the Transaction, including, without limitation, the issuance of the New Common Shares, the Cancellation and Consolidation and the appointment or resignation of the directors of each of the Applicants, and to give effect to the Pre-Closing Reorganization, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Transaction.

10. The Registrar appointed pursuant to section 263 of the *Business Corporations Act*, RSA 2000, c B-9, shall accept, receive and register any documents or instruments as may be required to permit or enable and effect the Transaction contemplated in the Subscription Agreement, filed by either the Applicants or the Purchaser, as the case may be.

VESTING OF ~~PROPERTY~~ ASSETS AND LIABILITIES

11. ~~3. [~~Subject ~~only to approval by the Alberta Energy Regulator ("Energy Regulator") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the *Oil and Gas Conservation Act* (Alberta) and section 18 of the *Pipeline Act* (Alberta)][4] upon~~to the terms of the Subscription Agreement, upon the Monitor's delivery of a ~~Receiver's~~ certificate ~~to the Purchaser (or its nominee)~~ substantially in the form ~~set out in~~attached hereto as **Schedule "A"** ~~hereto~~ (the "~~Receiver's Closing~~**Monitor's Certificate**"), ~~all of the Debtor's right, title and interest in and to the Purchased Assets [listed in **Schedule "B"**[5] hereto] shall vest absolutely in the name of the Purchaser (or its nominee~~the following shall occur and shall be deemed to have occurred commencing at the time of delivery of the Monitor's Certificate (the "**Effective Time**") in the following sequence:

(a) first, all employees of the Applicants deemed to be Terminated Employees pursuant to the Subscription Agreement shall be terminated;

(b) second, the Applicants shall pay, or cause to be paid, the amounts necessary to satisfy in full each of the Priority Payments, in each case in accordance with the Subscription Agreement and from funds available for such purpose;

(c) third, all of the Applicants' right, title and interest in and to: (i) the Excluded Assets (which, for greater certainty, includes the Cash Consideration paid in respect of the Purchase Price) shall be transferred to and shall vest absolutely and

~~[4] This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

~~[5] To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~

exclusively, without recourse, in ResidualCo; and (ii) all Vested Property shall be transferred to and shall vest absolutely and exclusively, without recourse, in the Purchaser or its permitted Nominee;

(d) ~~), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims,~~ fourth, all Excluded Liabilities, being (i) any and all demands, claims, liabilities, actions, causes of action, counterclaims, judgments, executions, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, taxes, obligations, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, secured or unsecured, matured or not yet matured due or to become due, accrued or unaccrued or liquidated or unliquidated and whether based in statute or otherwise, including, for greater certainty, the Statutes, as defined herein) and including all costs, fees and expenses relating thereto (collectively, the "**Claims**") and (ii) any security interest (whether contractual, statutory~~, financial, monetary~~ or otherwise~~, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims")[6]including, without limiting the generality of the foregoing:~~), lien, prior Claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, trust (including any statutory, deemed or constructive trust), option or adverse Claim or

~~[6] The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp. v Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

encumbrance of any nature or kind (collectively, the "**Encumbrances**"), in respect of the Applicants, other than the Retained Liabilities, shall be transferred to and assumed by and shall vest absolutely and exclusively, without recourse, in ResidualCo, and:

(i) such Claims and Encumbrances shall continue to attach to the Excluded Assets with the same nature and priority as they had immediately prior to the Effective Time, as if the Excluded Assets had not been conveyed and had remained in the possession or control of the Person (as defined below) having that possession or control immediately prior to the transfer; and

(ii) such Claims and Encumbrances shall be transferred to and assumed by ResidualCo in consideration for the transfer of the Excluded Assets;

(e) fifth, all Excluded Liabilities, being all Claims and Encumbrances other than the Retained Liabilities (and Encumbrances relating to the Retained Debt), shall be novated and become obligations of ResidualCo, and shall no longer be obligations of the Applicants, and all of the Applicants' respective assets, licences, undertakings and properties of every nature and kind whatsoever and wherever situate, including any property held in trust for the Applicants (collectively, the "**Applicants' Property**"), shall be and are hereby forever released and discharged from such Excluded Liabilities, which shall be irrevocably expunged and discharged as against the Applicants' Property;

(f) sixth, without limiting sub-paragraph 11(e) hereof, any and all security registrations against the Applicants (other than any security registrations in respect of an Retained Liability), including but not limited to those listed in **Schedule "B"** hereto, shall be and are hereby forever released and discharged as against the Applicants, and all such security registrations shall attach to the Excluded Assets vested in ResidualCo and maintain the same attributes, rights, nature, perfection and priority as they had immediately prior to the Effective Time, as if the Excluded Assets had not been conveyed and remained in the possession or control of the Person having that possession or control immediately prior to the transfer, and no financing change statements in any applicable personal property or other registry system are required to reflect the transfer of and assumption by ResidualCo of such security registrations;

(g) seventh, in consideration for the Purchase Price, CanadaBis shall issue the New Common Shares to the Purchaser, and all of the right, title, and interest in and to the New Common Shares shall vest absolutely in the Purchaser;

~~(a) any encumbrances or charges created by the Receivership Order;~~

~~(b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;~~

~~(c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and~~

~~(d) those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "Permitted Encumbrances"))~~

~~and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets~~

~~4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "Governmental Authorities") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:~~

~~(a)[7] the Registrar of Land Titles ("Land Titles Registrar") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:~~

~~(i) cancel existing Certificates of Title No. * for those lands and premises municipally described as *, and legally described as:~~

~~[7] Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

~~*~~
~~(the "Lands")~~

(h) eighth, the articles of CanadaBis shall be amended to:

(i) consolidate the New Common Shares and the Existing Shares on the basis of the Consolidation Ratio, and

(ii) ~~issue a new Certificate of Title for the Lands in the name of~~provide for such additional changes to the rights and conditions attached to the New Common Shares and the Existing Shares as may be requested by the Purchaser ~~(or its nominee), namely, *~~;

(i) ninth:

(i) any fractional New Common Shares and Existing Shares held by any holder of such shares immediately following consolidation shall be cancelled, terminated and extinguished, without any liability, payment or other compensation in respect thereof, or any other Claim against CanadaBis or ResidualCo, and

(ii) if required, the articles of CanadaBis shall be amended to the extent necessary to achieve such cancellation; and

(j) tenth, any and all Equity Interests of CanadaBis (other than the Post-Consolidation Shares) that remain issued and outstanding immediately following the Consolidation and Cancellation shall be cancelled, terminated and extinguished, without any liability, payment or other compensation in respect thereof, or any other Claim against CanadaBis or ResidualCo, and all Claims in respect of any Equity Interests of CanadaBis (other than the Post-Consolidation Shares) shall be and are hereby fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any liability, payment or other compensation in respect thereof; and

(k) eleventh:

(i) the CCAA Proceedings shall be terminated in respect of the Applicants and the Applicants' Property, and the Applicants shall be deemed to be released from the purview of the SARIO and all other Orders of this Court granted in relation to the CCAA Proceedings, excepting this Order, the provisions of which (as they relate to the Applicants) shall continue to apply in all respects;

(ii) ResidualCo shall be deemed to be a company to which the CCAA applies, replace the Applicants as applicant in the CCAA Proceedings, and any reference in any Order of this Court (other than this Order) made in the CCAA Proceedings to an "Applicant" shall be deemed to refer to ResidualCo, *mutatis mutandis*. Without limiting the generality of the foregoing, the Monitor shall be automatically appointed as the monitor of ResidualCo, with all of the powers and authority granted to the Monitor under the SARIO (as may be amended from time to time), and the Administration Charge, the Directors' Charge, and any other charge granted pursuant to the SARIO shall, immediately and without further Order of the Court, apply to and affect all assets, undertakings, and properties of ResidualCo, in accordance with the terms set out in the SARIO concerning such charges; and

(iii) ~~transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and~~the style of cause of the CCAA Proceedings shall be amended to remove the Applicants as applicants and replace them with ResidualCo, and any document filed thereafter in the CCAA Proceedings (other than the Monitor's Certificate) shall be filed using such revised style of cause.

~~(iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;~~

~~(b)[8] Alberta Energy ("Energy Ministry") shall and is hereby authorized, requested and directed to forthwith:~~

~~(v) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi) transfer all Crown leases listed in Schedule "E" to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

~~(c) the Registrar of the Alberta Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.~~

12. For greater certainty, any Person that, prior to the Effective Time, had a Claim or Encumbrance, other than a Retained Liability (which shall include the Retained Debt), against the Applicants or the Applicants' Property shall, as of the Effective Time, no longer have any such Claim or Encumbrance against or in respect of the Applicants, the Applicants' Property, or the Purchaser, but shall have an equivalent Claim or Encumbrance, as applicable, against ResidualCo in respect of the Excluded Assets and the Excluded Liabilities from and after the Effective Time, with the same attributes, rights, security, nature and priority as such Claim or Encumbrance had immediately prior to its transfer to ResidualCo, and nothing in this Order limits, lessens, modifies (other

~~[8] Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~

than by change in debtor) or extinguishes the Claim or Encumbrance of any Person as against ResidualCo.

13. From and after the Effective Time, the Applicants and the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge and release, as against the Applicants and the Applicants' Property, of the Claims and Encumbrances that are transferred to and vested in ResidualCo.

14. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof in connection with the Transaction.

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

16. Except to the extent expressly contemplated by the Subscription Agreement, all contracts, agreements and arrangements (whether oral or written) by which any of the Applicants or any of the Applicants' Property is bound or under which any of the Applicants has rights (each, a "**Contract**") to which any of the Applicants is a party at the time of delivery of the Monitor's Certificate, other than the Excluded Contracts, will be and remain in full force and effect upon and following delivery of the Monitor's Certificate, and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**", and each being a "**Person**") who is a party to any such contract, agreement or arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy), or make any demand under or in respect thereof, and no automatic termination will have any validity or effect, by reason of:

(a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicants);

(b) the insolvency of the Applicants or the fact that the Applicants sought or obtained relief under the CCAA;

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

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

17. For greater certainty:

(a) nothing in paragraph 16 hereof shall waive, compromise or discharge any obligations of the Applicants in respect of any Retained Liabilities;

(b) the designation of any Claim as an Retained Liability is without prejudice to the Applicants' right to dispute the existence, validity or quantum of any such Retained Liability; and

(c) nothing in this Order or the Subscription Agreement shall affect or waive the Applicants' rights and defences, both legal and equitable, with respect to any Retained Liability, including but not limited to all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

18. From and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Applicants then existing or previously committed by the Applicants, or caused by the Applicants, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation expressed or implied in any Contract existing between such Person and the Applicants arising directly or indirectly from the commencement of the CCAA Proceedings and the implementation of the Transaction, including without

limitation any of the matters or events listed in paragraph 16 hereof and any and all notices of default and demands for payments or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Applicants from performing their obligations under the Subscription Agreement or be a waiver of defaults by the Applicants under the Subscription Agreement and the related documents.

19. ~~5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary~~Upon the delivery of the Monitor's Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicants, the Applicants' Property or the Excluded Assets (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and a copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and statements of conveyance as may be required to give effect to the terms of this Order~~ and the Sale Agreement~~, the Subscription Agreement, and the completion of the Transaction (collectively the "**Registrations**"). Presentment of the Monitor's Certificate and this Order ~~and the Receiver's Closing Certificate~~ shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of ~~title or interest and cancel and discharge registrations~~interests against any of the ~~Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.~~

~~6.~~ Applicants and the Applicants' Property and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations and other Encumbrances against the Applicants, on the Applicants' Property and the Excluded Assets, as applicable. Such Registrations ~~No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is~~

~~required for the due execution, delivery and performance by the Receiver of the Sale Agreement, [other than any required approval by the Energy Regulator referenced in paragraph 3 above.]~~[9]

~~7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately~~shall be registered by the Governmental Authorities, including the Registrar of Land Titles ~~Registrar~~of Alberta, notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed~~. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.~~, which appeal period is expressly waived.

~~8. For the purposes of determining the nature and priority of Claims, net proceeds[10] from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.~~

~~9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.~~[11]

[9] ~~The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

[10] ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

[11] ~~Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

~~10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).~~[12]

~~11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.~~

~~12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.~~[13]

~~13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).~~

20. The Applicants and the Monitor shall not incur any liability under the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp), the *Excise Tax Act*, R.S.C. 1985, c. E-15, or any other similar federal, provincial, state or territorial tax legislation (collectively, the "**Statutes**") for facilitating any payments contemplated under the Subscription Agreement and in accordance with this Order, and the Monitor shall not have any liability for the tax

~~[12] Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

~~[13] The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security. Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved.~~

liabilities of any of the Applicants, the Purchaser, or ResidualCo under the Statutes in respect of such payments, regardless of how or when such liabilities may have arisen.

21. For greater certainty, and without limiting any of the protections accorded the Monitor pursuant to this Order or any other Order of this Court, the Monitor is hereby forever released, remised and discharged from any Claims against it or its directors, officers or employees under or pursuant to the Statutes or otherwise at law arising as a result of any payments contemplated under the Subscription Agreement and this Order.

RESIDUALCO

22. Travis McIntyre (the "**First Director**") is hereby authorized, *nunc pro tunc*, to act as a director and officer of ResidualCo and, in such capacity, is authorized to take such steps and perform such tasks as are necessary or desirable to facilitate the terms of this Order and the Transaction.

23. The First Director shall not incur any liability as a result of becoming a director or officer of ResidualCo, save and except any liability or obligation incurred as a result of fraud, gross negligence or wilful misconduct on their part.

RELEASES

24. From and after the Effective Time, and without limiting the provisions of paragraph 11 hereof: (a) the Applicants and their current directors, officers, employees and financial and legal advisors; (b) the Purchaser and its current directors, officers, employees and financial and legal advisors; (c) the Monitor and its legal counsel, and their respective directors, officers and employees; and (d) ResidualCo and its legal counsel, and their respective directors (including the First Director), officers and employees (collectively, the "**Released Parties**"), shall be deemed to be forever irrevocably released and discharged from any and all present and future Claims based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate, or undertaken or completed in connection with or pursuant to the terms of this Order or the CCAA Proceedings, or arising in connection

with or relating to the Subscription Agreement, the completion of the Transaction, or any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or any matter relating to 199's cannabis excise licence and/or GST/HST arrears owing by the Applicants for the period prior to the date of the Initial Order including, without limitation, any claims for unpaid cannabis excise taxes (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that the Released Claims shall not include any claim for fraud, gross negligence, or wilful misconduct, or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

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

MONITOR AND MONITOR'S ENHANCED POWERS

26. In addition to the powers and duties of the Monitor set out in the SARIO or any other Order of this Court in the CCAA Proceedings, and without altering in any way the limitations and obligations of ResidualCo as a result of these proceedings, the Monitor is hereby authorized and empowered, but not required, to assign ResidualCo, or cause ResidualCo to be assigned, into bankruptcy, and the Monitor shall be entitled but not obligated to act as trustee in bankruptcy thereof.

27. Nothing in this Order, including the release of the Applicants from the purview of the CCAA Proceedings pursuant to paragraph 11(k) hereof and the addition of ResidualCo as

an applicant in these CCAA Proceedings shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in the CCAA Proceedings, and FTI shall continue to have the benefit of any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the SARIO, any other Orders in these CCAA Proceedings, or otherwise, including all approvals, protections, stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

28. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to this Order, the performance of any act authorized by this Order, or the administration of ResidualCo, except with prior leave of this Court on not less than 15 days' prior written notice to the Monitor and its legal counsel. For greater certainty, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the SARIO and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor and the fulfillment of its duties and the carrying out of the provisions of this Order. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under this paragraph 28.

29. The Monitor shall not, as a result of this Order or any matter contemplated hereby:

(a) be deemed to have taken part in the management or supervision of the management of the Applicants or ResidualCo or to have taken or maintained possession or control of the business or property of any of the Applicants or ResidualCo, or any part thereof; or

(b) be deemed to be in Possession of any property of the Applicants or ResidualCo within the meaning of any applicable environmental legislation and/or Cannabis Legislation (as such terms are defined in the SARIO), or otherwise. For greater certainty, ResidualCo shall remain in possession and control of its property and business.

30. Notwithstanding anything contained in this Order, the Monitor and its directors, officers and employees are not and shall not be or be deemed to be a director, officer or employee of ResidualCo, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising as a direct result of fraud, gross negligence, or wilful misconduct of the Monitor.

31. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors of or legal representative of ResidualCo, and any distributions to creditors of ResidualCo by the Monitor shall be deemed to have been made by ResidualCo.

32. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of ResidualCo with respect to such matters and, in the event of a conflict between the terms of this Order and those of the SARIO or any other Order of this Court, the provisions of this Order shall govern.

ADMINISTRATIVE EXPENSE RESERVE

33. Prior to the Effective Time, the Applicants shall transfer the administrative expense reserve in the amount of $50,000 (the "**Administrative Expense Reserve**") to the Monitor. The Administrative Expense Reserve shall be used to fund any and all professional fees incurred by the Monitor, the Monitor's counsel and the Applicants' counsel, following closing of the Transaction, including any fees incurred in connection with the assignment of ResidualCo into bankruptcy. Following the completion of ResidualCo's bankruptcy, any unused portion of the Administrative Expense Reserve shall be transferred to the Purchaser.

MISCELLANEOUS

34. In the event of a conflict between the terms of this Order and those of the SARIO, or any other Order of this Court, or the Subscription Agreement, the terms of this Order shall govern.

35. ~~14.~~ Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* ~~(Canada) and section 20(e) of the Alberta *Personal Information Protection Act*, the Receiver is~~, S.C. 2000, c. 5, as amended, the Applicants are authorized ~~and~~, permitted ~~to~~and directed to, at the Effective Time, disclose ~~and transfer~~ to the Purchaser ~~(or its nominee)~~ all human resources and payroll information in the ~~Debtor's~~Applicants' records pertaining to ~~the Debtor's~~ past and current employees of the Applicants. The Purchaser ~~(or its nominee)~~ shall maintain and protect the privacy of such information in accordance with Applicable Law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use ~~(~~of such information~~) to which~~ by the ~~Debtor was entitled~~Applicants.

~~**MISCELLANEOUS MATTERS**~~

36. ~~15.~~ Notwithstanding:

(a) the pendency of these proceedings ~~and any declaration of insolvency made herein~~;

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

(c) any assignment in bankruptcy made in respect of ~~the Debtor; and~~any of the Applicants, or ResidualCo,

~~(d) the provisions of any federal or provincial statute:~~

the ~~vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order~~execution of the Subscription Agreement, the implementation of the Transaction (including, without limitation, the transfer and vesting of the Excluded Assets and

Excluded Liabilities in and to ResidualCo, the issuance of the New Common Shares to the Purchaser, the transfer and vesting of the Post-Consolidation Shares in and to the Purchaser) and any payments by or to the Applicants, the Purchaser, or ResidualCo authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Applicants, the Purchaser or ResidualCo and shall not be void or voidable by creditors of the ~~Debtor~~Applicants, the Purchaser or ResidualCo, as applicable, nor shall ~~it~~they constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance~~,~~ or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation or at common law, nor shall ~~it~~they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

37. ~~16.~~ The ~~Receiver~~Applicants, the Purchaser ~~(or its nominee)~~, the Monitor and any other interested ~~party,~~Person shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in ~~closing~~completing the Transaction or any matters arising in respect of the Transaction post closing.

38. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order, the Subscription Agreement and all amendments thereto, in connection with any dispute involving the Applicants or ResidualCo, and to adjudicate, if necessary, any disputes concerning the Applicants or ResidualCo related in any way to the Transaction.

39. ~~17.~~ This ~~Honourable~~ Court hereby requests the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be ~~complimentary~~complementary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the ~~Receiver~~Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such ~~order~~orders and to provide such assistance to the

~~Receiver~~Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order~~ or to assist the Receiver and its agents in carrying out the terms of this Order~~.

40. ~~18.~~ Service of this Order shall be deemed good and sufficient by:

(a) serving same on the Persons who were served with notice of this Application and any other parties attending or represented at the hearing of this Application; and

~~(a) Serving the same on:~~

~~(i) the persons listed on the service list created in these proceedings;~~

~~(ii) any other person served with notice of the application for this Order;~~

~~(iii) any other parties attending or represented at the application for this Order;~~

~~(iv) the Purchaser or the Purchaser's solicitors; and~~

(b) ~~Posting~~posting a copy of this Order on the ~~Receiver's~~Monitor's website at: ~~*~~https://cfcanada.fticonsulting.com/CanadaBis/.

~~and service~~Service of this Order on any other ~~person~~Person is hereby dispensed with.

41. ~~19.~~ Service of this Order may be effected by facsimile, electronic mail, personal delivery, or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

~~Justice of the Court of Queen's Bench of Alberta~~

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of ~~Receiver's~~Monitor's Certificate

COURT FILE NUMBER	**2601-07007**	~~Clerk's Stamp~~
COURT	COURT OF ~~QUEEN'S~~KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE *COMPANIES' CR* *ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, A AND IN THE MATTER OF A PLAN OF COM ARRANGEMENT OF CANADABIS CAPITA 1998643 ALBERTA LTD., STIGMA PHARM INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.	Clerk's Stamp
~~PLAINTIFF~~PLAINTIFFS / APPLICANTS	CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.	
~~DEFENDANT~~		
DOCUMENT	**~~RECEIVER'S~~MONITOR'S CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Fasken Martineau DuMoulin LLP** Barristers and Solicitors 3400 First Canadian Centre 350 – 7th Avenue SW Calgary, Alberta T2P 3N9 **Dylan Chochla / Jessica Cameron** Telephone: 416.868.3425 / 403.261.9468 Email: dchochla@fasken.com / jcameron@fasken.com	

RECITALS

A. Pursuant to an Order of the Honourable Justice ~~[Name]~~R. W. Armstrong of the Court of ~~Queen's~~King's Bench of Alberta~~, Judicial District of ___________~~ (the "**Court**") dated ~~[Date~~

~~**of Order]**, **[Name of Receiver]** was appointed as the receiver (the "Receiver") of the undertakings, property and assets of **[Debtor]** (the "Debtor").~~April 17, 2026, as amended by an Amended Initial and Restated Order dated April 27, 2026, and by a Second Amended and Restated Initial Order dated June 10, 2026 (the "**SARIO**"), FTI Consulting Canada Inc. was appointed as monitor ("**Monitor**") of CanadaBis Capital Inc. ("**CanadaBis**"), 1998643 Alberta Ltd., Stigma Pharmaceuticals Inc., 2103157 Alberta Ltd., and Full Spectrum Labs Ltd. (collectively, the "**Applicants**").

B. Pursuant to an Order of the Court dated ~~**[Date]**~~August 27, 2026, the Court approved ~~the agreement of purchase and sale made as of **[Date of Agreement]** (the "Sale Agreement") between the Receiver and **[Name of Purchaser]** (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.~~a transaction contemplated by the Subscription Agreement between the Applicants and 2208318 Alberta Ltd. (the "**Purchaser**") dated August 19, 2026 (the "**Subscription Agreement**").

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the ~~Sale~~Subscription Agreement.

THE ~~RECEIVER~~MONITOR CERTIFIES the following:

1. The ~~Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale~~Monitor has received written confirmation from the Applicants and the Purchaser, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Subscription Agreement~~;~~.

~~2. The conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and~~

~~3. The Transaction has been completed to the satisfaction of the Receiver.~~

~~4.~~ This Certificate was delivered by the ~~Receiver at **[Time]** on **[Date]**~~Monitor at _________, on _________, 2026.

FTI Consulting Canada Inc., in its capacity as court-appointed monitor of the Applicants and not in its personal or corporate capacity

Per: ____________________________

Name: Jeffrey Rosenberg

Title: Senior Managing Director

~~**[Name of Receiver], in its capacity as Receiver of the undertakings, property and assets of [Debtor], and not in its personal capacity.**~~

~~**Per;**~~____________________________

~~**Name:**~~

~~**Title:**~~

Schedule "B"

Security Registrations to be Discharged

Registration Number	Registration Date	Secured Party	Collateral Description Summary
1998643 Alberta Ltd.			
H002TXT	13/03/2026	Runway Developments Inc.	Mortgage in the amount of $650,000 registered against the real property municipally known as 255C Clearview Drive, Red Deer County, Alberta and legally described as PLAN 0820855 BLOCK 1 LOT 17 EXCLUDING THEREOUT ALL MINES AND MINERALS
23031014541	10/03/2023	Royal Bank of Canada	2018 Mercedes-Benz G-Class Serial No. 4JGDF7FE2JB120590
25032610250	26/03/2025	Ford Credit Canada Company	2025 Ford F350 Serial No. 1FT8W3BM1SEC15380
22102725432	10/27/2022	NFS Leasing Canada, Ltd.	SECURITY AGREEMENT DATED 10/25/2022
23032411900	03/24/2023	RCAP Leasing Inc.	All PHOTOCOPIER EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS
23033020289	03/30/2023	NFS Leasing Canada Ltd.	SECURITY AGREEMENT DATED MARCH 22, 2023
23033108172	03/31/2023	NFS Leasing Canada Ltd.	ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY

Registration Number	Registration Date	Secured Party	Collateral Description Summary
			TO THE DEBTOR WHEREVER LOCATED, FINANCED UNDER AND DESCRIBED IN THE SCHEDULE 02 TO MASTER LEASE AGREEMENT 2022-0301 (THE "LEASE") ENTERED INTO BETWEEN DEBTOR AND THE SECURED PARTY, AS MAY BE AMENDED, MODIFIED, REPLACED OR SUPPLEMENTED FROM TIME TO TIME, TOGETHER WITH ALL OF DEBTOR'S RIGHTS, TITLE AND INTEREST IN AND TO USE ANY SOFTWARE AND SERVICES (COLLECTIVELY" SOFTWARE"), ALL SUBSTITUTIONS, ADDITIONS, ACCESSIONS AND REPLACEMENTS TO THE COLLATERAL OR SOFTWARE NOW OR HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION WITH THE COLLATERAL OR SOFTWARE AND THE PROCEEDS THEREOF TOGETHER WITH ALL PAYMENTS, INSURANCE PROCEEDS, CREDITS OR REFUNDS OBTAINED BY DEBTOR FROM A MANUFACTURER, LICENSOR OR SERVICE PROVIDER, OR OTHER PROCEEDS AND PAYMENTS DUE AND TO BECOME DUE AND ARISING FROM OR RELATING TO SUCH COLLATERAL, SOFTWARE OR THE LEASE, INCLUDING ALL LEASES AND SUBLEASES OF THE COLLATERAL TO THIRD PARTIES AND/OR RELATED PARTIES AND PAYMENT MADE UNDER SUCH LEASES AND ALL PROCEEDS AND PRODUCTS THEREOF, IN EACH CASE, NOW EXISTING OR HEREAFTER

Registration Number	Registration Date	Secured Party	Collateral Description Summary
			ARISING. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Summary report: **Litera Compare for Word 11.10.1.2 Document comparison done on 2026-08-19 2:11:48 PM**	
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Intelligent Table Comparison: Active	
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Embedded Excel	0
Format changes	0
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