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	**FIRST AFFIDAVIT OF JEFFREY HOLMGREN**
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

I, **Jeffrey Holmgren**, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS:

1. I was engaged by CanadaBis Capital Inc. ("**CanadaBis**") as a financial consultant to assist CanadaBis and its subsidiaries, Stigma Pharmaceuticals Inc. ("**Stigma Pharmaceuticals**"), 2103157 Alberta Ltd. ("**210**"), Full Spectrum Labs Ltd. ("**Full Spectrum**"), and 1998643 Alberta Ltd. ("**199**") (collectively, the "**Applicants**") with their restructuring initiatives.

2. As a result of my role with the Applicants, I have knowledge of the matters to which I herein depose and attest that they are true. Unless I indicate to the contrary, the facts herein are within my personal knowledge. Where I have indicated that I have obtained facts from other sources, I have identified the sources and believe those facts to be true.

3. Capitalized terms used in this affidavit but not defined have the meaning given to them in the Subscription Agreement among the Applicants and 2208318 Alberta Ltd. (in such capacity, the "**Purchaser**") dated August 19, 2026 (the "**Subscription Agreement**"). All references to monetary amounts in this affidavit are in Canadian dollars unless noted otherwise.

4. This application is made within the Applicants' proceeding under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to the initial order (the "**Initial Order**") granted on April 17, 2026 (the "**Filing Date**") by Justice Armstrong of the Alberta Court of King's Bench (the "**Court**"), as amended by the Amended and Restated Initial Order (the "**First ARIO**") granted by Justice Jones on April

27, 2026, and the Second Amended and Restated Initial Order (the "**SARIO**") granted by Justice Armstrong on June 10, 2026.

5. This affidavit is sworn in support of the application returnable on August 27, 2026, for:

(a) an order (the "**RVO**") in the form of the draft order included at Schedule "B" of the Application that, among other things:

(i) approves the Subscription Agreement and the transaction contemplated therein (the "**Transaction**") and authorizes the Applicants to enter into the Subscription Agreement;

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

(iii) authorizes and directs CanadaBis to file articles of amendment, vesting all right, title and interest in and to the Post-Consolidation Shares in the Purchaser free and clear of all Claims and Encumbrances;

(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 RVO, deems the Applicants to cease being Applicants in these proceedings;

(viii) adds a corporation to be incorporated ("**ResidualCo**") by CanadaBis 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 current directors, officers, employees and financial and legal advisors;

(2) the Monitor and its legal counsel, and their respective directors, officers, and employees;

(3) 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 with enhanced powers in respect of ResidualCo, including the authority to assign ResidualCo into bankruptcy; and

(b) an order (the "**Stay Extension and Termination Order**") in the form of the draft order included at Schedule "C" of the Application that, among other things:

(i) extends the Stay Period (as defined in the SARIO) in favour of the Applicants and their directors and officers ("**D&Os**") 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;

(iv) approves the activities of the Monitor and the fees and disbursements of the Monitor and its counsel; and

(v) permits ResidualCo to assign itself into bankruptcy.

I. BACKGROUND AND OVERVIEW OF THE CCAA PROCEEDING

6. The Applicants are a vertically integrated cannabis company engaged in the cultivation, extraction, product development, and sale of cannabis and cannabis products within a single corporate group. The Applicants operate out of a 66,000 square foot facility situated on 8.2 acres of land in Red Deer, Alberta, which is owned by 199.

7. 199 is the operating arm of the Applicants' corporate group and holds all material assets required for the cannabis business, including the inventory, production equipment, and related operational assets. 199 also holds a Health Canada licence to sell cannabis products and an excise licence issued by the CRA under the *Excise Act, 2001,* SC 2002, c. 22 (collectively, the "**Licences**"). 199 sells its cannabis products across most of Canada, including Alberta, Ontario, British Columbia, Saskatchewan, Manitoba, Yukon, Nunavut, and the Northwest Territories.

8. On April 17, 2026, the Applicants obtained protection under the CCAA pursuant to the Initial Order. The Initial Order, among other things:

   (a) granted an initial Stay Period in favour of the Applicants and their D&O's up to and including April 27, 2026;

   (b) appointed FTI as the Monitor of the Applicants in this proceeding;

   (c) preserved the *status quo* in respect of the Licences;

   (d) granted the Administration Charge up to the maximum amount of $150,000;

   (e) granted the D&O Charge up to the maximum amount of $900,000;

   (f) authorized CanadaBis to take no further steps or incur further expenses in relation to the Securities Filings, and declared that none of the D&Os, employees, or other representatives of the Applicants or the Monitor shall have any personal liability for any failure by CanadaBis to make the Securities Filings; and

   (g) postponed the requirement for any future annual general meeting of the shareholders of CanadaBis during these CCAA proceedings and extended the time limit to call and hold such annual general meeting of shareholders until after the conclusion of these CCAA proceedings.

9. On April 27, 2026, the Court granted the First ARIO, which, among other things:

   (a) extended the Stay Period until June 11, 2026;

   (b) increased the Administration Charge up to the maximum amount of $375,000;

   (c) increased the D&O Charge up to the maximum amount of $2,900,000;

   (d) elevated the priority of the Charges ahead of all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise in favour of any person; and

   (e) prohibited any person from setting off pre-filing obligations against post-filing obligations.

10. On June 10, 2026, the Court granted the SARIO, which:

    (a) extended the Stay Period until September 11, 2026; and

    (b) 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.

11. On June 10, 2026, the Applicants also obtained a Sale and Investment Solicitation Process Order (the "**SISP Order**") that approved a sale and investment solicitation process (the "**SISP**") and authorized the Monitor, in consultation with the Applicants, to implement the SISP. A copy of the SISP Order, which includes the SISP, is attached hereto as **Exhibit "A"**.

12. Following the completion of the SISP, the Applicants now seek approval of the Subscription Agreement and the Transaction contemplated thereunder pursuant to the RVO and the Stay Extension and Termination Order to facilitate the completion of the Transaction and the ending of these CCAA proceedings.

II. CONDUCT OF THE SISP[1]

13. In accordance with the SISP, the Monitor was required to conduct the SISP in consultation with the Applicants and, where applicable, Servus Credit Union Ltd. ("**Servus**"). In the case of the Applicants' consultation, such consultation was facilitated by the Applicants' counsel, Thornton Grout Finnigan LLP, and myself. The SISP included the following milestones:

Milestone	Deadline
Commencement of SISP	June 10, 2026
Distribution of the Notice, Teaser Letter Confidentiality Agreement and Acknowledgement of SISP	As soon as reasonably practicable following the date on which the SISP Order is granted
Phase I Bid Deadline (5:00 P.M. (Mountain Time))	July 15, 2026
Phase II Bid Deadline (5:00 P.M. (Mountain Time))	August 10, 2026
Selection of Successful Bid(s), Back-Up Bid(s), or Notification of Auction (if any)	August 17, 2026
Auction (if any)	No later than August 20, 2026
Sale Approval Hearing	As soon as practicable following selection of Successful Bids

[1] All capitalized terms used in this section and not otherwise defined herein have the meanings given to them in the SISP.

Closing Date Deadline	A maximum of 4 weeks after the Sale Approval Hearing, but by no later than October 8, 2026

14. 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. Accordingly, the SISP provided the Applicants with the latitude to pursue both asset and share transactions (including through a reverse vesting structure), or a recapitalization.

15. On June 25, 2026, the Purchaser provided written notice of its intention to participate in the SISP. A copy of the Purchaser's written notice is attached hereto as **Exhibit "B"**.

16. Travis McIntyre is a director of both the Purchaser (an existing secured creditor of 199) and the Applicants, and as required by the SISP, he was excluded from, and did not participate in, any discussions or communications concerning the conduct of the SISP, including with respect to Known Potential Bidders, the evaluation of Bids, or the selection of any Successful Bid.

Solicitation of Interest and Phase I of SISP

17. In accordance with the SISP, the Monitor, in consultation with the Applicants:

    (a) prepared a list of Known Potential Bidders, which included:

        (i) parties that approached either the Applicants or the Monitor indicating an interest in the opportunity; and

(ii) strategic parties who the Monitor or the Applicants believed may be interested in purchasing all or part of the Business or Property or investing in the Applicants pursuant to the SISP;

(b) prepared a process summary (the "**Teaser Letter**") describing the opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP;

(c) prepared a form of Confidentiality Agreement; and

(d) prepared the Data Room, with access being granted to potential bidders who have executed the Confidentiality Agreement and Acknowledgement of the SISP.

18. I am advised that the Monitor will prepare a detailed report on the SISP in its Third Report, to be filed (the "**Third Report**"). By way of summary, I have been advised by Mitch Grossell at Thornton Grout Finnigan LLP that:

(a) the SISP commenced on June 10, 2026;

(b) the Monitor distributed the Teaser Letter describing the opportunity to invest in, or acquire the Applicants, to approximately 128 potential buyers and investors through electronic mail;

(c) an invitation to prospective buyers or investors to submit an offer for the sale of CanadaBis' assets was published in the *Globe and Mail* (National Edition), *Insolvency Insider*, and *StratCann*, a cannabis industry publication;

(d) seven parties executed the Confidentiality Agreement and, upon execution, were provided with a Confidential Information Memorandum in respect of the

Applicants and access to the Data Room containing information about the Applicants and their business and operations; and

(e) the Monitor followed up with the parties who executed Confidentiality Agreement and were provided access to the Data Room.

19. I am further advised by Mr. Grossell that during Phase I of the SISP, the Monitor, the Monitor's counsel and the Applicants' counsel consulted with Servus from time-to-time, as required by the SISP.

20. On July 28, 2026, the Monitor advised the Purchaser and Servus that since the Purchaser's Phase I Bid contemplated a new financing arrangement with Servus, Servus would lose its consultation rights because it would be actively participating in the SISP as part of its commercial discussions with the Purchaser. The Monitor further advised the Purchaser and Servus that the Monitor elected to modify the SISP to permit Servus to communicate directly with the Purchaser regarding a new financing arrangement and retain its consultation rights, provided that the Monitor was copied on all related correspondence and a representative of the Monitor was present for any related discussions.

Phase II of SISP

21. During Phase II of the SISP, the Monitor provided the Qualified Phase I Bidders with additional information regarding the Applicants through the Data Room, including a template subscription agreement and form of vesting order.

22. During Phase II of the SISP, Mr. McIntyre participated in discussions with representatives of Servus and the Monitor regarding a new financing arrangement with Servus. During those discussions, Servus proposed a new financing structure and provided a non-binding

letter of intent to the Purchaser setting out the terms of the proposed debt structure for further consideration. I understand discussions between the Purchaser and Servus remain ongoing and definitive documentation have not been finalized yet.

23. Following the Phase II Bid Deadline, the Monitor, the Monitor's counsel and the Applicants' counsel, in consultation with Servus, reviewed the Phase II Bids. Following those consultations, the Monitor, in consultation with the Applicants, selected the Purchaser's Phase II Bid as the Successful Bidder. The Purchaser was advised that it was the Successful Bidder on August 14, 2026.

III. RELIEF SOUGHT

Approval of the Subscription Agreement

(i) Key Terms of the Transaction

24. A copy of the Subscription Agreement is attached hereto as **Exhibit "C"** with commercially sensitive terms of the Transaction redacted. I understand that the Monitor is attaching an unredacted copy of the Subscription Agreement as a confidential appendix to the Confidential Supplement to the Monitor's Third Report (the "**Confidential Report**"). As described below, the Applicants are seeking a sealing order in respect of that Confidential Report.

25. The principal terms of the Subscription Agreement are summarized below:[2]

Term	**Details**
Seller	Applicants

[2] Capitalized terms used in the chart not otherwise defined have the meaning given to them in the Subscription Agreement.

Purchaser	2208318 Alberta Ltd.
Transaction Structure	The Purchaser will acquire 100% of the issued and outstanding shares of CanadaBis, to be effected through a reverse vesting order. The Excluded Assets and Excluded Liabilities will be transferred to ResidualCo.
Purchase Price	[Redacted]
Retained Liabilities	• Post-Filing Liabilities, including all claims, indebtedness, liabilities, or obligations of the Applicants arising between the Filing Date and the day immediately preceding the Closing Date; • Post-Filing Tax Obligations, to the extent not already covered under Post-Filing Liabilities; • all liabilities of the Applicants arising from circumstances or events occurring after Closing; • Intercompany Claims between members of the Applicants unless designated as an Excluded Liability by the Purchaser prior to Closing; • the Retained Debt; and • The Retained Liabilities set forth in Schedule 2.04.
Excluded Liabilities	Include, among other things: • all liabilities relating to or under the Excluded Assets; • all Pre-Filing Tax Obligations; • liabilities for employees whose employment with the Applicants is terminated on or before Closing, including the Terminated Employees; and • the Excluded Liabilities set forth in Schedule 2.05.
Excluded Contracts	• Ford Credit Retail Installment Contract dated March 25, 2025 between 199 and Ford Credit Canada Company regarding the financing of a 2025 Ford F350 Superduty; • Conditional Sales Contract dated February 16, 2023 between 199, Royal Bank of Canada and MB Country Hills Ltd. regarding a 2018 Mercedes Benz G63; • All equipment lease contracts between 199, Zone 3 Business Solutions Inc. and RCAP Leasing, including Lease Contract 69296; • Master Lease Agreement 2022-0301 dated October 25, 2022 between 199 and NFS Leasing Canada Ltd., including the Master Lease Agreement dated October 25, 2022; and

	• Lease Agreement dated March 22, 2023 among 199, NFS Leasing Canada Ltd., and Korber Technologies GmbH.
Cure Costs	The Purchaser has agreed to pay all Cure Costs in respect of Contracts being retained post-closing.
As is, Where is	The Business and New Common Shares will be sold to the Purchaser, and the Retained Liabilities will be retained by the Purchaser, on an "as is, where is" basis, subject to representations and warranties contained in the Subscription Agreement.
Employees	The Purchaser agrees to preserve continued employment for at least 90% of the existing employees of the Applicants. The Purchaser has no obligation to offer employment to any particular employee.
Key Conditions to Closing	• Completion of the Servus Refinancing (which must have definitive documentation completed by no later than August 25, 2026); • The termination of any Terminated Employees; • The RVO; • Receipt of the required Transaction Regulatory Approvals; and • The Applicants or their affiliates shall have sent notices of disclaimer for all Excluded Contracts
Closing Date	A date no later than five Business Days after all the conditions to closing set forth in Article XI of the Subscription Agreement have been satisfied or waived; provided that, if there is to be a Closing, then the Closing Date shall be no later than the Outside Date of October 8, 2026, unless otherwise agreed to by the Parties in writing.

26. The Subscription Agreement is conditional on the Purchaser and Servus entering into definitive documentation regarding the Servus Refinancing. 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 Servus Refinancing must be completed by no later than August 25, 2026, such that this condition can be waived. This requirement will allow the Monitor and the Applicants to update the

Court prior to the hearing date for the motion to grant the RVO that the Transaction is no longer conditional on the Servus Refinancing.

27. I understand from my discussions with the Monitor and the Applicants' counsel, that the Subscription Agreement represents the best possible transaction proposed in respect of the Applicants during the SISP.

28. Based on my discussions with the Monitor and counsel, the SISP broadly canvassed the market of parties that may be interested in the Applicants' business and assets. Further, the timelines under the SISP were reasonable in the circumstances given the Applicants' cash constraints. I am advised by the Monitor that it also believes the timelines and terms of the SISP were reasonable in the circumstances.

29. Among other, the benefits of the Transaction include the following:

(a) the continuation of the Applicants as a going concern in Alberta;

(b) the continued employment of substantially all of the Applicants' employees;

(c) the continuation of ordinary course relationships among the Applicants and their suppliers of goods and services;

(d) the satisfaction of a majority of the Applicant's secured liabilities; and

(e) the assumption of certain unsecured liabilities, including the payment of any cure costs resulting from the change in control.

(ii) Reverse Vesting Structure

30. The Transaction contemplated in the Subscription Agreement has been structured as a "reverse vesting" transaction. Instead of providing for a traditional asset sale transaction

where all purchased assets are purchased and transferred to the purchaser on a "free and clear" basis and all excluded liabilities remain with the debtor company, the Transaction provides for a share transaction whereby, among other things:

(a) CanadaBis will issue New Common Shares to the Purchaser, and subsequently consolidate the New Common Shares and the Existing Shares, such that the Purchaser will become the sole shareholder of CanadaBis; and

(b) all Excluded Assets, Excluded Contracts, and Excluded Liabilities with respect to the Applicants will be transferred and "vested out" to ResidualCo, while the Applicants will retain the Retained Assets and Retained Liabilities so as to allow the Purchaser to acquire the Applicants' business and assets on a "free and clear" basis, subject to the Permitted Encumbrances.

31. Subject to approval of the RVO, on or prior to the Closing Date, the Applicants shall effect the transaction steps and Pre-Closing Reorganization (collectively, the "**Implementation Steps**") as set out in Schedule 5.01(c) of the Subscription Agreement.

32. The Applicants operate in a highly regulated environment in accordance with the *Cannabis Act* (Canada) and applicable provincial and municipal legislation. Among other things, the statutory and regulatory framework has strict rules regarding the sale, cultivation, and extraction of cannabis, and the persons permitted to sell cannabis.

33. The Applicants currently operate pursuant to a cannabis excise license issued by the CRA and Health Canda licenses, all of which remain in good standing. These licenses and permits are held in Alberta. The licenses are non-transferable. If the Transaction was structured as a traditional asset sale, new licenses would need to be obtained, which would

considerably extend the time required to close the Transaction, and increase closing risk. The Applicants do not have the requisite cash to continue operations while waiting a significant period of time for the Transaction to close.

34. In addition, an asset sale would require consents to assign, re-establish or enter into new arrangements with respect to various other commercial counterparties including:

(a) contracts with certain provincial and territorial cannabis distributors; and

(b) intellectual property rights associated with the Applicants' business and brands, including trademarks relating to Stigma Grow and Dab Bods, which would require re-recording and registration of the names and assignment.

35. Under a traditional asset sale transaction structure, some of these licenses, permits, and contracts with government entities and other strategic suppliers may be difficult to transfer to a purchaser and, to the extent that such transfer is possible, the steps required to proceed with such transfer will likely result in additional delays, costs, and uncertainty.

36. Accordingly, the Subscription Agreement was structured as a reverse vesting transaction because, in part, it will permit the Applicants to maintain their licenses, intellectual property, and contracts with government entities and strategic suppliers.

37. As the Applicants are facing significant liquidity constraints, the delay, cost, and uncertainty associated with transferring their licenses, intellectual property and contracts with government entities, and strategic suppliers is not a viable option. Further, the Purchaser requires that the transaction be completed by way of reverse vesting order.

38. Based on discussions with the Applicants counsel and the Monitor, I am not aware of any reason why completing the Transaction under a reverse vesting structure will result in any material prejudice or impairment of any of the Applicants' creditors' rights that they would otherwise have under an asset sale transaction or under any other viable alternative.

39. The Subscription Agreement maintains the rights that creditors would otherwise have in an asset sale transaction.

40. The market has been thoroughly canvassed. Based on discussions with the Monitor, the Transaction contemplated by the Subscription Agreement is the best going-concern option which would result in continued employment for most of the Applicants' employees, the preservation of its licences, and the continued relationships with the Applicants' suppliers and customers.

41. While a variety of liabilities will be vested out into ResidualCo in this structure, the same result would have occurred had the transaction been implemented in an asset transaction structure. The liabilities to be assumed in the Subscription Agreement provides a benefit for a variety of stakeholders that would not have otherwise had this benefit in a traditional asset vesting transaction structure.

42. Based on my involvement leading up to commencement of the CCAA Proceedings and the SISP:

(a) the process leading to the proposed Transaction, which began as early as April 2026, was reasonable in the circumstances;

(b) the Monitor properly conducted the SISP and consulted the Applicants throughout, as required and necessary;

(c) the Transaction, if approved by this Court, will result in the best outcome for the Applicants and their creditors and other stakeholders in the circumstances;

(d) the consideration to be received for the New Common Shares is reasonable and fair, taking into account their market value and the broad canvassing of potentially interested parties during the SISP; and

(e) the Monitor is supportive of the relief sought on this motion.

43. As described above, the Monitor and its counsel and counsel to the Applicants, have engaged in discussions with Servus regarding the Transaction, including the process leading to the selection of the Purchaser's Bid as the Successful Bid. Following those discussions, Servus advised that it supports the Transaction.

(iii) Releases

44. As set forth in the proposed RVO, the Applicants also seek third party releases in favour of the Released Parties, being: (a) the Applicants and their current directors, officers, employees, and financial and legal advisors; (b) the Monitor and its legal counsel, and their respective directors, officers, and employees; and (c) the Purchaser and its current directors, officers, employees, and financial and legal advisors.

45. The released claims cover, among other things, any and all present and future claims based in whole or in part on any act, omission, transaction, dealing or occurrence that existed or took place before the filing of the Monitor's Certificate, or undertaken or completed in connection with the CCAA proceedings, arising in connection with the Subscription

Agreement, the completion of the Transaction, the closing documents, and any other matter arising in connection with or pursuant to the foregoing (collectively, the "**Released Claims**"). The Released Claims do not release claims based in fraud, gross negligence, wilful misconduct, or claims that are not permitted to be released pursuant to section 5.1(2) of the CCAA.

46. The purpose of the releases is to provide the Applicants and their representatives with a fresh start following the consummation of the Transaction. The Released Claims include all pre-filing claims (secured or unsecured) and any post-filing claims up to and including the date that the Monitor serves and files the Monitor's Certificate.

47. The Released Parties have each participated in these CCAA proceedings or the Transaction in their respective capacities. The Applicants' directors, officers, employees, and advisors have assisted in maintaining the Applicants' operations, supporting the SISP, and advancing the Transaction. The proposed releases extend to Travis and Kim McIntyre in their capacities as directors and officers of certain of the Applicants. Both have made substantial contributions to the Applicants' restructuring and continued operations during these proceedings.

48. For example, since the commencement of the CCAA proceedings, Travis McIntyre has devoted substantial time and effort to preserving the Applicants' operations, maintaining regulatory compliance, and advancing the restructuring process. Mr. McIntyre is the Responsible Person in Charge under the *Cannabis Act*, and holds one of only two security clearances within the organization that permit the lawful conduct of the Applicants' licensed cannabis activities.

49. Throughout the restructuring, Mr. McIntyre has ensured that the Applicants remained in good standing with Health Canada, maintained all required regulatory reporting, supervised licensed operations, and preserved the federal licenses that are fundamental to the value of the business. He has also maintained relationships with key customers, provincial distributors, suppliers, employees, regulators, the Monitor, and professional advisors to ensure the continued operation of the Applicants during these proceedings.

50. These efforts have paid off significantly to maintain the *status quo* and preserve the value of the Applicants' business. Among other things:

(a) no key customer accounts have been lost since the Filing Date, ensuring that all material revenue was retained;

(b) all Cannabis Tracking and Licensing System (CTLS) filings since the Filing Date have been completed on time;

(c) all critical suppliers have continued to supply, with only one vendor moving to COD terms since the Filing Date;

(d) all key employees have been retained, including among others the production planners, controllers, extraction leads and quality assurance professionals; and

(e) production planning and scheduling has progressed uninterrupted since the Filing Date.

51. In addition to maintaining day-to-day operations, Mr. McIntyre has played a direct role in advancing the restructuring itself. Mr. McIntyre has worked closely with the Monitor and counsel in preparing cash flow forecasts, operational reporting, affidavits, and other materials required by the Court and stakeholders.

52. Kim McIntyre also made significant and tangible contributions to the restructuring. As the Alternate Responsible Person in Charge and the only other individual within the organization holding the necessary security clearance, she played a critical role in maintaining the regulatory framework required for the Applicants' continued operations.

53. Ms. McIntyre has been responsible for excise stamp management, cannabis duty reporting, CRA remittances, provincial licensing renewals, government reporting obligations, insurance administration, and maintaining relationships with provincial and territorial distributors and regulators. Her efforts ensured that products could continue to be lawfully packaged and sold, that regulatory obligations were met on a timely basis, and that the Applicants maintained access to key provincial and territorial markets throughout the restructuring.

54. Ms. McIntyre also assumed additional responsibilities following staffing reductions during these proceedings. She absorbed functions previously performed by departed employees, including human resources and logistic responsibilities, while continuing to oversee regulatory, licensing, and commercial matters.

55. Ms. McIntyre's efforts since the Filing Date have resulted in, among other things, the following:

(a) the remittance of all post-filing excise obligations to date, with approximately $2.5 million remitted between April and August 2026;

(b) reduced costs as a result of production or shipment interruptions stemming from delayed excise stamps by right-sizing the excise stamp forecasting and ordering;

(c) maintained key relationships with provincial partners, protecting existing purchase orders and future revenues;

(d) spearheaded the Applicants' product development initiatives, resulting in over 15 SKUs being launched since the Filing Date; and

(e) restructuring the organizational staffing needs, resulting in approximately $320,000 in annualized payroll reduction.

56. Based on my direct observations and involvement with the restructuring process, both Travis and Kim McIntyre have made substantial contributions that were practical and necessary to preserving the Applicants' business, maintaining its regulatory licenses, supporting the SISP, and maximizing value for stakeholders.

57. The Applicants are required to have two individuals with the requisite security clearances in order to maintain their cannabis licence and continue their licensed operations. Accordingly, the continued involvement of both Travis and Kim is necessary for the Applicants to remain in compliance with applicable regulatory requirements.

58. The proposed releases also extend to me in my capacity as financial advisor to the Applicants. Since the commencement of these CCAA proceedings, I have devoted substantial time and effort to supporting the Applicants and advancing their restructuring, including by assisting with financial and operational reporting, cash flow forecasting and liquidity management, responding to information requests from the Monitor and other stakeholders, supporting the SISP and the negotiation and implementation of the Transaction. I believe that my involvement has assisted in maintaining the Applicants' operations, advancing the restructuring process and preserving value for stakeholders.

59. FTI, in its capacity as Monitor, and its counsel and advisors have overseen and assisted with the Applicants' restructuring, including by monitoring the Applicants' business and financial affairs, implementing the SISP, engaging with bidders and key stakeholders, and facilitating the negotiation of the Transaction.

60. The Purchaser and its advisors have participated in the SISP, negotiated and entered into the Subscription Agreement, and devoted time and resources to advancing the Transaction. The Transaction will preserve the Applicants' business as a going concern and maintain the employment of substantially all of their employees. The Purchaser requires the certainty afforded by the proposed releases to complete the Transaction.

61. The proposed release also extends to ResidualCo and its legal counsel, and their respective directors, officers, and employees. The release is appropriate given the role those parties will undertake in implementing the Transaction and facilitating the orderly completion of these CCAA proceedings.

(iv) Sealing Order

62. The Applicants seek a limited sealing order until 30 days following the closing of the Transaction in respect of the Confidential Report, which contains all of: (a) the unredacted Subscription Agreement; (b) the Monitor's confidential bid summary; and (c) the Monitor's liquidation analysis. Each of these documents include sensitive commercial terms, the disclosure of which could materially prejudice any renewed efforts to market the Applicants' business if the Transaction does not close.

63. In particular, the disclosure of these terms would create a "price ceiling" that limits the amount another party may be prepared to pay for the Purchased Shares in a subsequent

transaction, thereby reducing potential recoveries for the Applicants' stakeholders. The confidential bid summary contains commercially sensitive information regarding the bids received in the SISP, including pricing, structure, conditions, and other negotiated terms, the disclosure of which could impair the Applicants' ability to preserve competitive tension or obtain improved terms in any renewed sale process. The liquidation analysis similarly contains commercially sensitive value and recovery assumptions that could be used by future bidders or counterparties to anchor negotiations to the detriment of the Applicants and their stakeholders. Accordingly, it is in the best interest of the stakeholders to have this information sealed from the public record, on a temporary basis.

(v) Enhanced Monitor Powers

64. As described earlier in this affidavit, Mr. McIntyre will serve as the first director of ResidualCo in order to facilitate its incorporation and the implementation of the Transaction. I am advised by Mr. McIntyre that he intends to resign as a director of ResidualCo effective upon the completion of the Transaction. Following his resignation, ResidualCo will have no directors or officers to manage its affairs or oversee the satisfaction of its remaining obligations.

65. I am advised by the Monitor that it has agreed to assume certain enhanced powers in respect of ResidualCo following the completion of the Transaction, subject to the granting of the RVO, and subject to it becoming necessary to do so.

66. The proposed enhanced powers will authorize, but not require, the Monitor to take such steps on behalf of ResidualCo as it considers necessary or appropriate to administer its affairs and facilitate its orderly wind-down, including the authority to assign ResidualCo into bankruptcy.

Stay Period Extension

67. Having completed the SISP, the Applicants also seek the proposed Stay Extension and Termination Order to provide sufficient time for the Applicants to complete the Transaction and effect the orderly and efficient completion of these CCAA proceedings.

68. The Applicants are seeking to extend the Stay Period from September 11, 2026 up to and including October 30, 2026. The extension of the Stay Period is necessary and appropriate in the circumstances to provide the Applicants and the Monitor with the time necessary to complete the Transaction.

69. I am advised by my legal counsel that the Monitor is supportive of the Stay Extension and Termination Order and believes that it is in the best interests of CanadaBis and its stakeholders.

70. I have been advised by the Monitor that it will include a revised Cash Flow Forecast in its report to be filed in connection with this motion. Based on my discussions with the Monitor, the Applicants are projected to have sufficient cash to operate during the requested Stay Period.

71. Since the granting of the Initial Order, the Applicants have acted in good faith and with due diligence to, among other things, stabilize the business, prepare and implement the SISP, and negotiate and consummate the Transaction.

Termination of the CCAA Proceedings and the Bankruptcy of ResidualCo

72. Since the granting of the Initial Order, the Applicants have acted in good faith and with due diligence to, among other things, stabilize the business, prepare and implement the SISP, and negotiate and consummate the Transaction.

73. Following the completion of the SISP and the anticipated closing of the Transaction, the Applicants seek the proposed Stay Extension and Termination Order to facilitate the orderly and efficient completion of these CCAA proceedings, including the assignment of ResidualCo into bankruptcy.

74. Under the Subscription Agreement and the proposed RVO, the Excluded Assets and Excluded Liabilities will be transferred to ResidualCo upon closing. The Applicants will retain only the Retained Liabilities and will continue their business following closing, while the CCAA proceedings will continue solely in respect of ResidualCo.

75. 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 the CCAA proceedings have been completed.

76. At the CCAA Termination Time, FTI will be released and discharged as the Monitor and each of the charges granted in the SARIO will be terminated, released and discharged.

77. The Subscription Agreement provides for the payment of the Administrative Expense Amount to the Monitor on Closing and, to the extent the Applicants' available cash and the Deposit are insufficient, for the Purchaser to provide cash sufficient to satisfy the Cure Costs and Priority Payments. The Administrative Expense Amount includes the fees and costs of the Applicants' counsel, the Monitor and its counsel, the amounts secured by the applicable CCAA Charges, and the anticipated costs of administering and bankrupting

ResidualCo. Accordingly, no amounts are expected to remain outstanding under the Administration Charge or the D&O Charge as of the CCAA Termination Time.

78. The Transaction does not provide sufficient proceeds to satisfy any of the Excluded Liabilities, which will be transferred to and assumed by ResidualCo upon closing. Accordingly, the Applicants do not intend to establish a claims 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.

79. 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.

80. The proposed Stay Extension and Termination Order also authorizes FTI, but does not require it, to act as trustee in bankruptcy in respect of ResidualCo.

81. The Monitor is supportive of ResidualCo's proposed assignment in bankruptcy pursuant to the BIA prior to the CCAA Termination Time, and believes that it is in the best interests of ResidualCo and its stakeholders.

IV. CONCLUSION

82. For the reasons set out above, I believe that it is in the interests of the Applicants and their stakeholders that this Court grant the relief requested in accordance with the terms of the proposed RVO and the proposed Stay Extension and Termination Order.

83. I swear this affidavit in support of the Applicants' motion seeking the RVO and the Stay Extension and Termination Order, pursuant to the CCAA and for no other or improper purpose.

SWORN before me at the Village of Radium Hot Springs, in the Province British Columbia, this August 19, 2026.	JEFFREY HOLMGREN
Notary/Public Commissioner for Oaths in and for British Columbia	

JEFFREY L. MARTIN, LL.B.
Barrister & Solicitor
906-8th Avenue, Box 2647
Invermere, BC V0A 1K0

This is Exhibit "A" to the Affidavit of Jeffrey Holmgren sworn before me this 19th day of August, 2026.

Notary Public Commissioner for Oaths in and for British Columbia

JEFFREY L. [illegible], LL.B.
Barrister & Solicitor
906-8th Avenue, Box 2647
Invermere, BC V0A 1K0

Clerk's Stamp:

JUDICIAL CENTRE OF CALGARY
FILED
Jun 15, 2026
by Email
CLERK OF THE COURT

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 (APPROVING SALE AND INVESTMENT SOLICITATION PROCESS)**
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:	JUNE 10, 2026
NAME OF JUDGE WHO MADE THIS ORDER:	THE HONOURABLE JUSTICE ARMSTRONG
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 Affidavit of Travis McIntyre sworn June 1, 2026, and the Exhibits thereto (the "**McIntyre Affidavit**"); **AND UPON** reading the Second Report of FTI Consulting Canada Inc. (the "**Monitor**"), to be filed; **AND UPON** reviewing the Affidavit of Service of Andrew Nesbitt sworn June 1 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 notice of application for this order (the "**Order**") is validated and this application is properly returnable today.

2. Capitalized terms not used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Sale and Investment Solicitation Process in the form attached hereto as Schedule "A" (the "**SISP**") or the Second Amended and Restated Initial Order dated June 10, 2026 (as may be further amended and restated from time to time, the "**Second ARIO**"), as the case may be.

APPROVAL OF THE SISP

3. The SISP (subject to any minor amendments thereto that are necessary to give effect to this Order that may be made in accordance with the terms therewith and with this Order) is hereby approved and the Monitor, in consultation with the Applicants, is hereby authorized and directed to implement the SISP. The Monitor and the Applicants are hereby authorized and directed to take any and all reasonable actions or steps as they deem necessary or advisable to carry out and perform their respective obligations under the SISP, subject to prior approval of this Court being obtained before the completion of any transaction(s) under the SISP.

4. Any steps taken by the Monitor in connection with the SISP prior to the date of this Order are approved and ratified.

5. The Monitor and the Applicants and their respective affiliates, partners, employees, representatives and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the SISP, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Applicants or the Monitor, as determined by the Court.

6. Notwithstanding anything contained herein or in the SISP, the Monitor shall not take possession of the Property or be deemed to take possession of the Property, including, without limitation, pursuant to any provision of any legislation specified in paragraph 22 of the Second ARIO.

7. In overseeing the SISP, the Monitor shall have all of the benefits and protections granted to it under the Second ARIO and any other order of this Court in the within proceeding.

REGULATORY COMPLIANCE

8. The Monitor and the Applicants, and their respective counsel are hereby authorized but not obligated, to serve or distribute this Order, any other materials, orders, communication, correspondence or other information as may be necessary or desirable in connection with the SISP to any Person or interested party that the Monitor or the Applicants consider appropriate. For greater certainty, any such distribution, communication or correspondence shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

9. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Monitor and the Applicants are hereby authorized and permitted to disclose and transfer to each potential bidder (collectively, the "**Potential Bidders**") and to their advisors, if requested by such Potential Bidders, personal information of identifiable individuals, including, without limitation, all human resources and payroll information in the Applicants' records pertaining to its past and current employees, but only to the extent desirable or required to negotiate or attempt to complete a sale of the Property ("**Sale**") or investment in the Business ("**Investment**"). Each Potential Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of a Sale or an Investment, and if it does not complete a Sale or an Investment, shall return all such information to the Monitor and the Applicants, or in the alternative destroy all such information. The Successful Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the transaction contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Property or Business acquired pursuant to the Sale or invested in pursuant to the Investment in a manner which is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Monitor and the Applicants, or ensure that all other personal information is destroyed.

GENERAL

10. 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.

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

12. 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.

13. 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.

14. 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

SCHEDULE "A" -

SALE AND INVESTMENT SOLICITATION PROCESS

SALE AND INVESTMENT SOLICITATION PROCESS

On April 17, 2026, CanadaBis Capital Inc., 1998643 Alberta Ltd. ("**199**"), Stigma Pharmaceuticals Inc., 2103157 Alberta Ltd., and Full Spectrum Labs Ltd. (collectively, the "**Companies**") commenced a proceeding (the "**CCAA Proceeding**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") before the Alberta Court of King's Bench in the City of Calgary (the "**Court**") pursuant to an order (the "**Initial Order**") granted by the Court on the same day. Pursuant to the Initial Order, FTI Consulting Canada Inc. was appointed as monitor in the CCAA Proceeding (in such capacity, the "**Monitor**").

On April 27, 2026, the Companies obtained an Amended and Restated Initial Order (as may be further amended or restated from time to time, the "**ARIO**") from the Court. The ARIO provides, among other things, an extension of the Stay Period (as defined therein) until June 11, 2026.

On June 10, 2026, the Companies obtained an order (the "**Second ARIO**") from the Court. The Second ARIO provides, among other things, an extension of the Stay Period (as defined therein) until September 11, 2026. The Companies expect to request further extensions of the Stay Period until they have completed their restructuring.

Also on June 10, 2026, the Court granted an order (the "**SISP Order**") that, among other things, approved this sale and investment solicitation process (the "**SISP**").

The purpose of the SISP is to identify one or more financiers for, purchasers of and/or investors in the Companies, the Business and/or Assets (each as defined below) to make an offer (each a "**Bid**"), and to complete the transactions contemplated by any such offer. Set forth below are the procedures (the "**SISP Procedures**") that shall govern the SISP and any transactions consummated as a result thereof.

1. <u>Defined Terms</u>

The following capitalized terms have the following meanings when used in this SISP:

"**Acknowledgment of the SISP**" means an acknowledgment of the SISP in the form attached as Schedule "A";

"Additional Confidential Information" means commercially sensitive information with respect to the Companies, the Business and/or Assets, which may include copies of material customer and vendor agreements, details of the equity and capital structure of the Business, and meetings with management and key employees;

"**Aggregate Bid**" means a combination of Portion Bids that do not overlap for Assets sought to be purchased;

"**Assets**" means the assets, undertakings and property of the Companies;

"**Auction**" has the meaning given to it in Section 15;

“**Auction Procedures**” has the meaning given to it in Section 15;

“**Back-Up Bid Expiration Date**” has the meaning given to it in Section 19;

“**Back-Up Bid**” has the meaning given to it in Section 15;

“**Back-Up Bidder**” has the meaning given to it in Section 15;

“**Bid**” has the meaning given to it in the introduction;

“**Business**” means the business carried on by the Companies, which consists primarily of the cultivation, extraction, product development, and sale of cannabis and cannabis products;

“**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in the Province of Alberta, on which commercial banks in Calgary, Alberta are open for business;

“**Companies**” has the meaning given to it in the introduction;

“**Confidentiality Agreement**” means the confidentiality agreement, upon terms satisfactory to the Companies, in consultation with the Monitor, entered into between the Companies and an Interested Party;

“**Court**” has the meaning given to it in the introduction;

“**Data Room**” means an electronic data room created and maintained by the Companies or the Monitor containing confidential information in respect of the Companies, the Business and the Assets, but which does not contain the Additional Confidential Information;

“**Form Purchase Agreement**” means the template purchase agreement posted in the Data Room;

“**Interested Party**” has the meaning given to it in Section 2;

“**Investment Proposal**” has the meaning given to it in Section 9;

“**Known Potential Bidders**” has the meaning given to it in Section 5(a);

“**Monitor**” has the meaning given to it in the introduction;

“**Notice**” has the meaning given to it in Section 5(b);

“**Outside Date**” means October 8, 2026, or such other date as the Companies, the Monitor, and the Successful Bidder(s) or the Back-Up Bidder, if applicable, may agree, acting reasonably;

"**Phase I Bid**" means an initial non-binding Bid submitted by an Interested Party pursuant to Section 9 hereof;

"**Phase I Bid Deadline**" has the meaning given to it in Section 9;

"**Phase I Bidder**" means a bidder submitting a Phase I Bid;

"**Phase I Deposit**" has the meaning given to it in Section 11(i);

"**Phase I Participant Requirements**" has the meaning given to it in Section 10 hereof;

"**Phase II Bid**" means a binding unconditional Bid submitted by a Qualified Phase I Bidder;

"**Phase II Bidder**" means a bidder submitting a Phase II Bid;

"**Phase II Bid Deadline**" has the meaning given to it in Section 9;

"**Portion Bid**" means a Bid for less than all, or substantially all of the Assets, that is otherwise a Qualified Phase I Bid or a Qualified Phase II Bid;

"**Portion Bidder**" means a Qualified Phase I Bidder and/or a Qualified Phase II Bidder that submits a Portion Bid;

"**Purchase Price**" has the meaning given to it in Section 11(a)(i);

"Qualified Phase I Bid" means a Phase I Bid that satisfies the conditions set out in Section 11. For greater certainty, a Portion Bid may be a Qualified Phase I Bid if it forms part of an Aggregate Bid;

"**Qualified Phase I Bidder**" means a bidder submitting a Qualified Phase I Bid;

"**Qualified Phase II Bid**" means a Phase II Bid that satisfies the conditions set out in Section 14. For greater certainty, a Portion Bid may be a Qualified Phase II Bid if it forms part of an Aggregate Bid;

"**Qualified Phase II Bidder**" means a bidder submitting a Qualified Phase II Bid;

"**Qualified Investment Bid**" is an Investment Proposal that is determined to be a Qualified Phase II Bid by the Companies and the Monitor pursuant to Section 14;

"**Qualified Sale Bid**" is a Sale Proposal that is determined to be a Qualified Phase II Bid by the Companies and the Monitor pursuant to Section 14;

"**Sale Approval Hearing**" has the meaning given to it in Section 18;

"**Sale Proposal**" has the meaning given to it in Section 9;

“**Senior Secured Lender”** means Servus Credit Union;

“**SISP**” has the meaning given to it in the introduction;

“**SISP Procedures**” has the meaning given to it in the introduction;

“**Successful Bid**” has the meaning given to it in Section 15;

“**Successful Bidder**” has the meaning given to it in Section 15; and

“**Teaser Letter**” has the meaning given to it in Section 5(c).

2. The SISP Procedures

The SISP shall consist of two phases. In the first phase, any interested party (an “**Interested Party**”) that meets the preliminary participant requirements set out herein, including executing a Confidentiality Agreement and an Acknowledgment of the SISP, shall be provided with access to the Data Room in order to prepare and submit a Phase I Bid by the Phase I Bid Deadline. Phase I Bidders that are determined by the Monitor, in consultation with the Companies, to be Qualified Phase I Bidders shall be invited to participate in the second phase wherein they will be given access to the Additional Confidential Information, if any, in order to complete diligence prior to submitting a Phase II Bid by the Phase II Bid Deadline.

The Monitor, in consultation with the Companies, shall supervise the SISP Procedures and each will generally consult with the other in respect of all matters arising out of this SISP. The Monitor shall direct and preside over the Auction, if applicable. In the event that there is disagreement as to the interpretation or application of this SISP, the Court will have the jurisdiction to hear and resolve such dispute.

3. “As Is, Where Is”

The sale of the Business or all or any part of the Assets or an investment in the Companies will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature or description by the Companies, the Monitor or any of their respective employees, officers, directors, agents or advisors, except to the extent set forth in any definitive transaction documents with a Successful Bidder.

By participating in this process, each Interested Party is deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Business, the Assets or the Companies prior to making its Bid, that it has relied solely on its own independent review, investigation, and/or inspection of any documents and/or regarding the Business, the Assets or the Companies in making its Bid, and that it did not rely on any written or oral statements, representations, promises, warranties, conditions or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Business, the Assets, or the Companies, or the completeness of any information provided in connection therewith, except as expressly stated in the terms of any definitive transaction documents.

4. Timeline

The following table sets out the key milestones under the SISP:

Milestone	Deadline
Commencement of SISP	June 10, 2026
Distribution of the Notice, Teaser Letter, Confidentiality Agreement and Acknowledgement of the SISP	As soon as reasonably practicable following the date on which the SISP Order is granted
Phase I Bid Deadline (5:00 PM (Mountain Time))	July 15, 2026
Phase II Bid Deadline (5:00 PM (Mountain Time))	August 10, 2026
Selection of Successful Bid(s), Back-Up Bid(s), or Notification of Auction (if any)	August 17, 2026
Auction (if any)	No later than August 20, 2026
Sale Approval Hearing	As soon as practicable following selection of Successful Bids
Closing Date Deadline	A maximum of 4 weeks after the Sale Approval Hearing, but by no later than October 8, 2026

5. Solicitation of Interest

As soon as is reasonably practicable:

(a) the Monitor, with the assistance of the Companies, will prepare a list of potential bidders, including (i) parties that have approached the Companies or the Monitor indicating an interest in the opportunity; and (ii) strategic parties whom the Companies or the Monitor believe may be interested in purchasing all or part of the Business and Assets, or investing in the Companies, pursuant to the SISP (collectively, "**Known Potential Bidders**");

(b) the Monitor, with the assistance of the Companies, will cause a notice of the SISP and such other relevant information that the Companies, with the consent of the Monitor, consider appropriate (the "**Notice**") to be published in *The Globe and Mail* (National Edition) and *Insolvency Insider*, and any other newspaper, journal or industry publication as the Companies and the Monitor consider appropriate, if any; and

(c) the Monitor, in consultation with the Companies, will prepare: (i) a process summary (the "**Teaser Letter**") describing the opportunity, outlining the process under the SISP, and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP; and (ii) a Confidentiality Agreement, in each case in form and substance satisfactory to the Companies and the Monitor.

The Monitor, with the assistance of the Companies, will publish the Notice and send the Teaser Letter, Confidentiality Agreement, and Acknowledgement of the SISP to all Known Potential Bidders as soon as reasonably practicable following the date on which the SISP Order is granted and to any other party who requests a copy of the Teaser Letter, Confidentiality Agreement, and Acknowledgement of the SISP, or who is identified to the Companies or the Monitor as a potential bidder, as soon as reasonably practicable after such request or identification, as applicable.

6. <u>Role of Management of the Companies</u>

In the event that any party that is associated with the Board of Directors or management of the Companies intends to submit a Bid pursuant to the SISP, any such party must advise the Monitor of such intention in writing by June 30, 2026. Any such party shall be entitled to participate in the SISP as an Interested Party, provided that, and only to the extent that, any such party shall: (i) be excluded from participating in the SISP in any manner or capacity that would be reasonably likely to create an unfair advantage for any party or otherwise jeopardize the integrity of the SISP, as determined by the Monitor in its sole discretion; and (ii) be subject to such restrictions as the Monitor, in its sole discretion, determines to be necessary to ensure compliance with (i).

For greater certainty, any party (including the Senior Secured Lender) who participates in the submission of a Bid: (i) shall not be provided with the information about the identities of other Known Potential Bidders or the terms of any Bids; and (ii) shall not participate in the review or consideration of any Bids, the determination of any Qualified Bids, the selection of a Successful Bid(s), or the negotiation of final transaction document(s).

Notwithstanding anything else herein, any consultation rights afforded to the Senior Secured Lender under this SISP shall be conditional upon the Senior Secured Lender first confirming in writing to the Monitor that it does not intend to participate in the SISP in any capacity, including by submitting or making a Bid (including by way of credit bid), financing any Bid or bidder, or otherwise directly or indirectly supporting, sponsoring or participating in any Bid. In the absence of such written confirmation, the Senior Secured Lender shall not be entitled to any such consultation rights.

7. <u>Role of the Monitor</u>

The Monitor's responsibilities pursuant to the SISP include:

(a) consulting with the Companies, and where applicable, the Senior Secured Lender, in connection with the bidding procedures included in this SISP and the closing of the transaction contemplated in the Successful Bid(s);

(b) supervision of the SISP Procedures;

(c) reporting to the Court in connection with the SISP Procedures, including the bidding procedures described in this SISP, and the closing of the transaction contemplated in the Successful Bid(s);

(d) conducting an Auction, if necessary, in accordance with the Auction Procedures attached hereto as Schedule “C”; and

(e) with the assistance of the Companies, facilitating information requests, including the preparation or modification of financial information to assist with the bidding procedures described in this SISP and the closing of the transaction contemplated by the Successful Bid(s).

8. Access to Due Diligence Materials

Only Interested Parties that satisfy the Phase I Participant Requirements will be eligible to receive access to the Data Room. If the Monitor, with the consent of the Companies, determines that a Phase I Bidder does not constitute a Qualified Phase I Bidder, then such Phase I Bidder shall not be eligible to receive the Additional Confidential Information, if any. For greater certainty, the Data Room shall not contain the Additional Confidential Information and either the Companies or the Monitor shall provide the Additional Confidential Information to a Qualified Phase I Bidder by alternative means.

The Monitor, with the assistance of the Companies, will be responsible for the coordination of all reasonable requests for additional information and due diligence access from Interested Parties. Neither the Companies nor the Monitor shall be obligated to furnish any additional due diligence information after the Phase I Bid Deadline other than the Additional Confidential Information, if any, to Qualified Phase I Bidders before the Phase II Bid Deadline. Neither the Companies nor the Monitor shall be obligated to furnish any due diligence information after the Phase II Bid Deadline, provided however that the Companies and the Monitor may, but are not obligated to, provide further information including, without limitation, financial information to the Successful Bidder. Neither the Companies nor the Monitor are responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the sale of the Assets and the Business, or an investment in the Companies.

Without limiting the generality of any term or condition of any Confidentiality Agreement, unless otherwise agreed by the Companies and the Monitor, no Known Potential Bidder or Qualified Bidder shall be permitted to have any discussions with: (i) any counterparty to any contract with the Companies, any creditor of the Companies, any current or former director, manager, shareholder, officer, member or employee of the Companies (or any of them), other than in the normal course of business and which discussions shall be wholly unrelated to the Companies, the potential transaction, the confidential information, the SISP or the CCAA Proceedings; and (ii) any other Known Potential Bidder or Qualified Bidder regarding the SISP or any Bids submitted or contemplated to be submitted pursuant thereto. Notwithstanding the foregoing, where any such communications are agreed to with the consent of the Companies and the Monitor, such discussions shall be made in the presence of the Monitor.

9. Bid Deadlines

An Interested Party that wishes to make a Bid to: (i) acquire the Business or all, substantially all, or any part of the Assets, including any offer to acquire some or all of the Companies' intellectual property, accounts receivable and furniture, fixtures and equipment (a "**Sale Proposal**"); or (ii) make an investment in the Companies by way of private issuances, sale or placement of newly issued or treasury equity, equity-linked or debt securities, instruments or obligations of the Companies with one or more lenders and/or investors or security holders (an "**Investment Proposal**"), must deliver an executed copy of a Phase I Bid to the Monitor, at the email address specified in Schedule "B", so as to be received by it **not later than 5:00 p.m. (Mountain Time) on July 15, 2026,** or such other later date or time as may be agreed by the Companies and the Monitor (the "**Phase I Bid Deadline**").

All Phase II Bids must be submitted to the Monitor, at the email address specified in Schedule "B", so as to be received by it **not later than 5:00 p.m. (Mountain Time) on August 10, 2026**, or such other later date or time as may be agreed by the Companies and the Monitor (the "**Phase II Bid Deadline**").

PHASE I – NON BINDING BIDS

10. Phase I Participant Requirements.

To participate in Phase I of the SISP and to otherwise be considered for any purpose hereunder, each Interested Party must provide the Companies and the Monitor with an executed copy of each of the following prior to being provided with access to the Data Room: (i) a Confidentiality Agreement; and (ii) an Acknowledgement of the SISP (collectively, the "**Phase I Participant Requirements**").

11. Qualified Phase I Bids

Only Qualified Phase I Bidders shall be allowed to participate in Phase II of the SISP and be eligible to receive the Additional Confidential Information, if any.

In order for the Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, to determine whether an Interested Party is a Qualified Phase I Bidder, the Interested Party must provide, in form and substance satisfactory to the Companies and the Monitor, each of the following on or before the Phase I Bid Deadline:

(a) Non-Binding Letter of Intent Describing the Phase I Bid: A non-binding letter of intent describing the material terms of the Phase I Bid, which includes the following information:

(i) Sale Proposal: In the case of a Sale Proposal, the material terms and conditions of the proposed transaction, including identification of the

Business or the Assets proposed to be acquired, the obligations to be assumed, the purchase price for the Business or Assets proposed to be acquired (the "**Purchase Price**"), and the structure and financing of the proposed transaction; and

(ii) Investment Proposal: In the case of an Investment Proposal, the material terms and conditions of the proposed transaction, including details regarding the proposed equity and debt structure of the Companies following completion of the proposed transaction, the direct or indirect investment target and the aggregate amount of equity and debt investment (including the sources of such capital, the underlying assumptions regarding the *pro forma* capital structure, as well as anticipated tranches of debt, debt service fees, interest and amortization) to be made in the Companies, and the debt, equity, or other securities, if any, proposed to be allocated to creditors of the Companies;

(b) Purchase Price: Details of the aggregate and net purchase price or imputed value (in the case of an Investment Proposal), in Canadian dollars, including details of any liabilities to be assumed by the Phase I Qualified Bidder, key assumptions supporting the valuation, and any proposed deductions;

(c) Proof of Financial Ability to Perform: Written evidence upon which the Companies and the Monitor may reasonably conclude that the Interested Party has obtained, or shall obtain on or before the Phase II Bid Deadline, the necessary sources of financing that it shall require to close the contemplated transaction on or before the Outside Date, including, without limitation: (i) the sources of such financing and contact names and phone numbers required to verify same; and (ii) any such other form of financial disclosure or credit-quality support information or enhancement requested by and reasonably acceptable to the Companies and the Monitor demonstrating that the Phase I Bidder has, or will have, the ability to close the contemplated transaction;

(d) Outstanding Due Diligence: a description of any additional due diligence required to be conducted in order to submit a Qualified Phase II Bid and the impact any additional due diligence may have on the final Purchase Price or imputed value;

(e) Identification: Full written disclosure of the identity of each person (including any person that controls such person) that will be directly or indirectly sponsoring or participating in the Phase I Bid, including whether any prior or current member of the Companies' board, management, any employee or consultant to the Companies or any creditor or shareholder of the Companies is involved in any way with the Phase I Bid or assisted with the Phase I Bid, and the complete terms of any such participation as well as evidence of corporate authority to sponsor or participate in the Phase I Bid;

(f) Acknowledgment: An acknowledgement and representation that the Interested Party: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents regarding the Companies, the Business and/or the

Assets to be acquired, or the liabilities to be assumed in making its Phase I Bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties conditions or guaranties whatsoever, whether express or implied (by operation of law or otherwise) by the Companies, the Monitor or any of their respective employees, directors, officers, agents, advisors or other representatives, regarding the Companies, the Business, the Assets to be acquired, or the liabilities to be assumed, or the completeness of any information provided in connection therewith, except as expressly provided in any definitive transaction documents;

(g) Authorization: Evidence, in form and substance reasonably satisfactory to the Companies and the Monitor, of authorization and approval from the Interested Party's board of directors (or comparable governing body) with respect to the submission, execution and delivery of the Phase I Bid, and identification of any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated time frame and any anticipated impediments for obtaining such approvals;

(h) No Break or Termination Fee: Evidence that the Phase I Bid does not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment, and confirmation that the Interested Party shall be responsible for all of its costs and expenses associated with conducting due diligence and submitting a Bid;

(i) Deposit: A cash deposit (the "**Phase I Deposit**") in an amount equal to 10% of the Purchase Price (in the case of a Sale Proposal) or imputed value (in the case of an Investment Proposal) that shall be paid to the Monitor in trust, which Phase I Deposit shall be held and dealt with in accordance with this SISP;

(j) Employees: If applicable, the proposed number of employees of the Companies who are expected to become employees of the Phase I Bidder if determined to be the Successful Bidder;

(k) Other: Such other information as may reasonably be requested by the Companies or the Monitor; and

(l) Phase I Bid Deadline: The information contemplated by this section 11 is to be received by the Monitor, at the email address specified in Schedule "B" on or before the Phase I Bid Deadline.

The Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, may waive any one or more minor and non-material violations of the requirements specified for Qualified Phase I Bids and deem such non-compliant Bids to be Qualified Phase I Bids.

12. Evaluation of Qualified Phase I Bids and Designation as Qualified Phase I Bidder

The Companies and the Monitor, in consultation with the Senior Secured Lender, shall evaluate Qualified Phase I Bids on various grounds including, but not limited to: (i) the

Purchase Price or imputed or projected value, (ii) the treatment of creditors and related implied recovery for creditors (in each case, as applicable), (iii) the assumed liabilities, (iv) the number of employees assumed, (v) the certainty of closing the transactions contemplated by the Phase I Bid on or before the Outside Date, and (vi) any delay or other risks (including closing risks) in connection with the Qualified Phase I Bids.

In connection with its evaluation of Qualified Phase I Bids, the Monitor, in consultation with the Companies and, where applicable and permitted under this SISP, the Senior Secured Lender, may engage in discussions with any Qualified Phase I Bidder for the purpose of seeking clarifications in respect of its Qualified Phase I Bid, requesting additional information or revised documentation, and permitting such Qualified Phase I Bidder to cure any non-material defect, irregularity, omission or non-compliance in its Qualified Phase I Bid

The Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, shall have the option, in its discretion, to aggregate Portion Bids into an Aggregate Bid.

The Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, shall be under no obligation to accept the highest or best offer or any offer.

As soon as practicable after the Phase I Bid Deadline, the Monitor, with the consent of the Companies, will advise an Interested Party whether or not its Phase I Bid constitutes a Qualified Phase I Bid and that it is a Qualified Phase I Bidder and, if such Phase I Bidder is a Qualified Phase I Bidder, that it is invited to participate in Phase II of the SISP.

13. <u>No Qualified Phase I Bids</u>

If no Qualified Phase I Bid is received, the Monitor may, in consultation with the Companies and the Senior Secured Lender: (i) extend the Phase I Bid Deadline, (ii) terminate this SISP; or (iii) seek the advice and direction of the Court.

<u>PHASE II – BINDING BIDS</u>

14. <u>Qualified Phase II Bid Requirements</u>

Only Qualified Phase I Bidders shall be entitled to submit a Phase II Bid. In order to be considered a Qualified Phase II Bid, as determined by the Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies: (i) a Phase II Bid must satisfy all of the requirements for a Qualified Phase I Bid contained in Section 11, provided, however, that the Phase II Bid Deadline shall apply in lieu of the Phase I Bid Deadline, as set forth below, and; (ii) the Qualified Phase I Bidder must also submit the following, in form and substance satisfactory to the Companies and the Monitor, on or before the Phase II Bid Deadline:

(a) <u>Irrevocable Bid:</u> A cover letter stating that the Phase II Bid is irrevocable until Court approval of the Successful Bid(s), provided that if such Phase II Bidder is selected as the Successful Bidder or the Back-Up Bidder, its Phase II Bid shall remain irrevocable until the Back-Up Bid Expiration Date (as defined below), which includes:

(i) Sale Proposal: In the case of a Sale Proposal, a duly authorized and executed definitive purchase agreement, together with all completed schedules thereto substantially in the form of the Form Purchase Agreement, together with a blackline comparing the purchase agreement submitted to the Form Purchase Agreement, which includes all or substantially all of the terms set out in the non-binding letter of intent submitted in Phase I; and

(ii) Investment Proposal: In the case of an Investment Proposal, a duly authorized and executed binding term sheet that includes all or substantially all of the terms set out in the non-binding investment proposal submitted in Phase I;

(b) Unconditional Bid: Evidence that it is not conditioned on: (i) the outcome of unperformed due diligence including the review of any Additional Confidential Information; (ii) obtaining financing; and/or (iii) any other material closing conditions;

(c) Proof of Financial Ability to Perform: Written evidence upon which the Companies and the Monitor may reasonably conclude that the Phase II Bidder has the necessary financial ability to fully fund and consummate the transaction contemplated by the Phase II Bid and satisfy its obligations under the definitive purchase agreement, including: (i) binding equity/debt commitment letters and/or guarantees (*i.e.*, bank guarantees) covering the full value of all cash consideration; (ii) evidence of the Phase II Bidder's internal resources; and/or (iii) any such other form of financial disclosure or credit-quality support information or enhancement requested by and reasonably acceptable to the Companies and the Monitor demonstrating that the Phase II Bidder has the ability to close the contemplated transaction;

(d) Acknowledgment: An acknowledgement and representation that the Phase II Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents regarding the Companies, the Business and/or the Assets to be acquired, or liabilities to be assumed in making its Phase II Bid; (ii) did not rely upon any written or oral statements, representations, promises, warranties conditions or guaranties whatsoever, whether express or implied (by operation of law or otherwise) by the Companies, the Monitor or any of their respective employees, directors, officers, agents, advisors or other representatives, regarding the Companies, the Business, the Assets to be acquired, liabilities to be assumed, or the completeness of any information provided in connection therewith, except as expressly provided in any definitive transaction documents; and (iii) promptly will commence any governmental or regulatory review of the proposed transaction by the applicable competition, antitrust or other applicable governmental authorities, including those regulating in the cannabis sector;

(e) Authorization: Evidence, in form and substance reasonably satisfactory to the Companies and the Monitor, of authorization and approval from the Interested

Party's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Phase II Bid, and confirmation that any other required approvals have been obtained;

(f) Employees: If applicable, full details of the proposed number of employees of the Companies who will become employees of the Phase II Bidder if determined to be the Successful Bidder and the proposed terms and conditions of employment to be offered to those employees;

(g) Other: Such other information as may reasonably be requested by the Companies or the Monitor; and

(h) Phase II Bid Deadline: The information contemplated by this section 14 is to be received by the Monitor, at the email address specified in Schedule "B" hereto on or before the Phase II Bid Deadline.

15. Evaluation of Qualified Phase II Bids and Subsequent Actions

The Companies and the Monitor, in consultation with the Senior Secured Lender, shall evaluate Qualified Phase II Bids on various grounds including, but not limited to: (i) the Purchase Price or imputed or projected value, (ii) the treatment of creditors and related implied recovery for creditors (in each case, as applicable), (iii) the assumed liabilities, (iv) the number of employees assumed, (v) the certainty of closing the transactions contemplated by the Qualified Phase II Bid on or before the Outside Date, and (vi) any delay or other risks (including closing risks) in connection with the Qualified Phase II Bids.

In connection with its evaluation of Qualified Phase II Bids, the Monitor, in consultation with the Companies and, where applicable and permitted under this SISP, the Senior Secured Lender, may engage in discussions with any Qualified Phase II Bidder for the purpose of seeking clarifications in respect of its Qualified Phase II Bid, requesting additional information or revised documentation, and inviting or requesting that such Qualified Phase II Bidder improve, increase or otherwise enhance the terms of its Qualified Phase II Bid, in each case prior to determining whether to proceed with an Auction or to select a Successful Bid and any Back-Up Bid.

Following such evaluation, if one or more Qualified Phase II Bids are received, the Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, may: (i) select one or more Qualified Phase II Bids as the "**Successful Bid**", and the party or parties making such Successful Bid(s) will be the "**Successful Bidder**"; or (ii) proceed to an auction (the "**Auction**") in accordance with the procedures set out in the attached Schedule "C" (the "**Auction Procedures**") to identify the Successful Bid. The determination of any Successful Bid by the Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, shall be subject to approval by the Court.

The Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, shall have the option to aggregate Portion Bids into an Aggregate Bid.

Notwithstanding anything to the contrary herein, the Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, shall be permitted to include Qualified Investment Bids or Qualified Sale Bids in the Auction, including to the extent such Qualified Phase II Bids are Portion Bids.

Following the selection of the Successful Bid, the Companies shall take such steps as may be necessary to finalize definitive transaction documents for the Successful Bid(s) with the Successful Bidder(s) prior to Court approval of the Successful Bid(s).

The Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, may conditionally accept one or more (if for distinct and compatible transactions that are Portion Bids) Qualified Phase II Bids, which acceptance will be conditional upon the failure of the transaction(s) contemplated by the Successful Bid to close (the "**Back-Up Bid**", and Qualified Phase II Bidder making such Back-Up Bid being the "**Back-Up Bidder**").

As soon as reasonably practicable and by no later than four Business Days after the Phase II Bid Deadline, the Monitor shall advise the Qualified Phase II Bidders whether one or more Qualified Phase II Bids have been selected as the Successful Bid(s) and any Back-Up Bid(s), or whether the Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, has determined that it is necessary to conduct an Auction pursuant to the SISP Procedures. If an Auction is to be conducted, the Monitor, as soon as reasonably practicable and by no later than August 17, 2026, will advise the Qualified Phase II Bidders of the date, time, location and the rules (if any) of the Auction in accordance with the Auction Procedures.

16. <u>No Qualified Phase II Bids</u>

If no Qualified Phase II Bid is received, the Monitor may, in consultation with the Companies and the Senior Secured Lender: (i) extend the Phase II Bid Deadline, (ii) terminate the SISP; or (iii) seek the advice and direction of the Court.

17. <u>Allocation of Purchase Price</u>

The Companies reserve the right to allocate the Purchase Price of a Successful Bid, acting reasonably and in consultation with the Monitor, at a later date for distribution purposes.

<u>APPROVAL MOTION</u>

18. <u>Approval Motion</u>

The Companies shall use reasonable efforts to bring a motion to the Court to approve the Successful Bid(s) and Back-Up Bid(s) as soon as practicable following the determination by the Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, of the Successful Bidder(s) and the execution of definitive documents (the "**Sale Approval Hearing**"). The Companies will be deemed to have accepted the Successful Bid(s) only when it has been approved by the Court. All Qualified Phase II

Bids (other than the Successful Bid(s) and the Back-Up Bid(s)) shall be deemed rejected on and as of the date of approval of the Successful Bid(s) by the Court.

19. Back-Up Bidder

If a Successful Bidder fails to close the transaction contemplated by the Successful Bid(s) on or before the Outside Date for any reason, then the Companies will be deemed to have accepted the Back-Up Bid(s) and will proceed with the transaction pursuant to the terms thereof. The Back-Up Bid(s) shall remain open for acceptance until the closing of the Successful Bid(s), or such other later date as the Companies and the Back-Up Bidder may agree, acting reasonably (the "**Back-Up Bid Expiration Date**").

MISCELLANEOUS

20. Information From Interested Parties

Each Interested Party shall comply with all reasonable requests for additional information by the Companies or the Monitor regarding such Interested Party and its contemplated transaction. Failure by an Interested Party to comply with requests for additional information will be a basis for the Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, to determine that the Interested Party is not a Qualified Phase I Bidder or a Qualified Phase II Bidder, as applicable.

21. Deposits

All deposits shall be held by the Monitor in a non-interest-bearing account designated solely for such purpose. A deposit made by a Successful Bidder shall be dealt with in accordance with the definitive documents for the transactions contemplated by the Successful Bid. Deposits provided by Phase I Bidders not selected as either a Qualified Phase I Bidder or a Qualified Phase II Bidder shall be returned to such Phase I Bidder or Phase II Bidder as soon as practicable, and in any event no later than seven (7) Business Days of being advised that it is not a Qualified Phase I Bidder or a Qualified Phase II Bidder, as the case may be. Deposits provided by Qualified Phase II Bidders not selected as either a Successful Bidder or a Back-Up Bidder shall be returned to such Qualified Phase II Bidders as soon as practicable, and in any event no later than seven (7) Business Days following Court approval of the Successful Bid. In the case of Back-Up Bid(s), the deposit shall be retained by the Monitor until the Back-Up Bid Expiration Date and returned to the Back-Up Bidder as soon as practicable, and in any event no later than seven (7) Business Days thereafter or, if a Back-Up Bid becomes a Successful Bid, shall be dealt with in accordance with the definitive documents for the Back-Up Bid.

22. Modifications and Termination

The Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, shall have the right to adopt such other rules for the SISP Procedures (including rules that may depart from those set forth herein) that will better promote the sale of the Business or all or any part of the Assets or investment in the Companies under this SISP. The Companies, in consultation with the Monitor, shall apply to the Court if it wishes to materially modify or terminate the process set out in this SISP. For certainty, any amendments to the Phase I Bid Deadline or the Phase II Bid Deadline or other dates set out in this SISP, including those relating to the Auction, shall not constitute a material modification, provided that any extensions to the Phase I Bid Deadline or the Phase II Bid Deadline are not longer than fourteen calendar days.

23. <u>Other</u>

Neither the Companies nor the Monitor shall be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the consummation of any of the transactions contemplated under the SISP arising out of any agreement or arrangement entered into by the parties that submitted the Successful Bid(s) and Back-Up Bid(s). Any such claim shall be the sole liability of the parties that submitted such Successful Bid(s) and Back-Up Bid(s).

Neither the Companies nor the Monitor shall have any liability whatsoever to any person or party, including without limitation, to any Known Potential Bidder, Phase I Bidder, Phase II Bidder, a Successful Bidder or Back-Up Bidder, or any creditor, or other stakeholder, for any act or omission related to this SISP. By submitting a Bid, each Interested Party shall be deemed to have agreed that it has no claim against the Companies or the Monitor for any reason, matter or thing whatsoever related to this SISP.

SCHEDULE "A"

Acknowledgement of the SISP

The undersigned hereby acknowledges receipt of the Sale and Investment Solicitation Process approved by the Order of the Honourable Justice Armstrong of the Alberta Court of King's Bench dated June 10, 2026 (the "**SISP**") and that compliance with the terms and provisions of the SISP is required in order to participate in the SISP and for any Bids to be considered by the Companies.

This ____day of _______________, 2026.

[NAME]

By:

____
[Signing Officer]

SCHEDULE "B"
ADDRESS PARTICULARS

To the Monitor:

FTI Consulting Canada Inc.
TD South Tower
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Jeffrey Rosenberg; Kamran Hamidi
Phone: (416) 649-8073; (416) 649-8068
Email: jeffrey.rosenberg@fticonsulting.com; kamran.hamidi@fticonsulting.com

<u>With a copy to:</u>

Fasken Martineau DuMoulin LLP
First Canadian Centre
350 7th Avenue SW
Suite 3400
Calgary, AB T2P 3N9

Attention: Jessica Cameron; Dylan Chochla
Phone: (403) 261-9468; (416) 868-3425
Email: jcameron@fasken.com; dchochla@fasken.com

To the Companies:

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Attention: Mitchell Grossell; Derek Harland; Andrew Nesbitt
Phone: (416) 304-7978; (416) 304-1127 ; (416) 307-2413
Email: mgrossell@tgf.ca; dharland@tgf.ca; anesbitt@tgf.ca

SCHEDULE "C"
AUCTION PROCEDURES

Auction

1. If the Monitor, in consultation with the Senior Secured Lender and with the consent of the Companies, decides to conduct an Auction pursuant to the SISP Procedures, the Monitor will notify the Qualified Phase II Bidders who made a Qualified Phase II Bid that the Auction will be held at a date, time, and location to be determined by the Monitor, in consultation with the Companies, provided that it is a date that is not later than August 20, 2026. Capitalized terms used but not defined herein have the meaning given to them in the SISP Procedures.

The Auction shall be conducted in accordance with the following procedures:

(a) Participation at the Auction. Only a Qualified Phase II Bidder is eligible to participate in the Auction (each, an "**Auction Participant**" and collectively, the "**Auction Participants**"). Each Auction Participant must inform the Monitor whether it intends to participate in the Auction by no later than 12:00 p.m. (Mountain Time) on the Business Day prior to the Auction. Only the authorized representatives of each of the Auction Participants, the Monitor, the Companies, and the Senior Secured Lender, and their respective counsel and other advisors, and any other parties acceptable to the Companies and the Monitor, shall be permitted to attend the Auction.

(b) Bidding at the Auction. Bidding at the Auction shall be conducted in rounds. The highest Qualified Phase II Bid at the beginning of the Auction shall constitute the "**Opening Bid**" for the first round and the highest Overbid (as defined below) at the end of each round shall constitute the "**Opening Bid**" for each following round. In each round, an Auction Participant may submit no more than one Overbid. Only an Auction Participant who bids in a round (including the Auction Participant that submitted the Opening Bid for such round) shall be entitled to participate in the next round of bidding at the Auction. For greater certainty, an Aggregate Bid may be determined to be the Opening Bid for any round including the opening round.

(c) Monitor Shall Conduct the Auction. The Monitor and its advisors shall direct and preside over the Auction. At the start of the Auction, the Monitor shall provide the terms of the Opening Bid to all Auction Participants participating at the Auction. The determination by the Monitor, in consultation with the Companies, of which Qualified Phase II Bid constitutes the Opening Bid for each round shall take into account any factors that the Monitor reasonably deems relevant to the value of the Qualified Phase II Bid, including, among other things, the following: (i) the amount and nature of the consideration, including the value of any non-cash consideration; (ii) the proposed assumption of any liabilities and the related implied impact on recoveries for creditors; (iii) the number of employees assumed by the Auction Participant; (iv) the Monitor's reasonable assessment of the certainty of the Auction Participant to close the proposed transaction on or before the Outside Date; (v) the likelihood, extent and impact of any potential delays in closing; (vi) the impact of the contemplated transaction on any actual or potential litigation; (vii) the net economic effect of any changes from the Opening Bid of the previous round; (viii) the net after-tax consideration to be received by the Companies; and (ix) such other considerations as the Monitor deems relevant in its reasonable business judgment (collectively, the "**Bid Assessment Criteria**"). For greater certainty, the Monitor, in consultation with the Companies, may ascribe monetary values to non-monetary terms in Overbids for the purposes of assessing and valuing such Overbids, including without limitation, the value to be ascribed to any liabilities or contracts to be assumed. All Bids made after the Opening Bid shall be Overbids, and shall be made and received on an open basis, and all material terms of the highest and best Overbid shall be fully disclosed to all other Auction Participants that are participating in the Auction. The Monitor shall maintain a record of the Opening Bid and all Overbids made and announced at the Auction, including the Successful Bid and the Back-Up Bid.

(d) <u>Terms of Overbids</u>. An "**Overbid**" is any Bid made at the Auction subsequent to the Monitor's announcement of the Opening Bid. To submit an Overbid, in any round of the Auction, a Qualified Phase II Bidder must comply with the following conditions:

(i) *Minimum Overbid Increment:* Any Overbid shall be made in CAD$50,000 increments (the "**Minimum Overbid Increment**"). The amount of the cash purchase price consideration or value of any Overbid shall not be less than the cash purchase price consideration or value of the Opening Bid, plus the Minimum Overbid Increment(s) at that time plus any additional Minimum Overbid Increments.

(ii) *The Bid Requirements same as for Qualified Phase II Bids:* Except as modified herein, an Overbid must comply with the bid requirements contained herein, provided, however, that the Phase II Bid Deadline shall not apply. Any Overbid made by an Auction Participant must provide that it remains irrevocable and binding on the Auction Participant and open for acceptance until the closing of the Successful Bid(s).

(iii) *Announcing Overbids:* At the end of each round of bidding, the Monitor shall announce the identity of the Auction Participant and the material terms of the then highest and/or best Overbid, including the nature of the proposed transaction contemplated by the best Overbid, the assets proposed to be acquired and the obligations proposed to be assumed, the basis for calculating the total consideration offered in such Overbid, and the resulting benefit to the Companies based on, among other things, the Bid Assessment Criteria. For greater certainty, an Aggregate Bid may be determined to be the highest and/or best Overbid.

(iv) *Consideration of Overbids:* The Monitor reserves the right, in consultation with the Companies, to make one or more adjournments in the Auction to, among other things: (A) facilitate discussions between the Companies and individual Auction Participants; (B) allow individual Auction Participants to consider how they wish to proceed; (C) consider and determine the current highest and/or best Overbid at any given time during the Auction; and (D) give Auction Participants the opportunity to provide the Monitor with such additional evidence as it, or the Companies, may require, that the Auction Participant has obtained all required internal corporate approvals, has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing Overbid amount. The Monitor and Companies may have clarifying discussions with an Auction Participant, and the Monitor, with the consent of the Companies, may allow an Auction Participant to make technical clarifying changes to its Overbid following such discussions.

(v) *Portion Bids:* Notwithstanding the forgoing, each Portion Bidder entitled to participate in the Auction shall be entitled to submit an Overbid with respect to the Assets on which it is bidding without being required to submit an Overbid with respect to all Assets or the applicable Opening Bid; provided that any Aggregate Bid that is an Overbid shall be subject to these Auction Procedures as any other Overbid, including that such Aggregate Bid that is an Overbid shall be subject to the Minimum Overbid Increment. Portion Bids can be aggregated with any other Qualified Phase II Bid, as determined by the Companies and the Monitor.

(vi) *Failure to Bid:* If at the end of any round of bidding an Auction Participant (other than a Portion Bidder, or the Auction Participant that submitted the then highest and/or best Overbid or Opening Bid, as applicable) fails to submit an Overbid, then such Auction Participant shall not be entitled to continue to participate in the next round of the Auction.

(e) <u>Discussion with other Bidders</u>. Auction Participants shall not strategize or have discussions with other Auction Participants for the purpose of submitting an Overbid without the consent of the Monitor.

(f) <u>Additional Procedures</u>. The Monitor may, in consultation with the Companies, adopt rules for the Auction at or prior to the Auction that will better promote the goals of the Auction, including rules pertaining to the structure of the Auction and the order of bidding, provided they are not inconsistent with any of the provisions of the SISP Procedures and provided further that no such rules may change the requirement that all material terms of the then highest and/or best Overbid at the end of each round of bidding will be fully disclosed to all other Auction Participants.

(g) <u>Closing the Auction</u>. The Auction shall be closed after the Monitor, in consultation with the Companies and their respective legal counsel, has: (i) reviewed the final Overbid of each Auction Participant on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the proposed sale, and (ii) identified the Successful Bid and the Back-Up Bid and advised the Auction Participants participating in the Auction of such determination. One or more Portion Bids can, in the discretion of the Monitor, form part of a Successful Bid and Back-Up Bid so long as such Portion Bids do not overlap in respect of the Assets sought to be purchased and in such case, such Portion Bid(s) shall be included in the definition of Successful Bidder or Back-Up Bid, as applicable.

(h) Finalizing Documentation. Promptly following a Bid of an Auction Participant being declared the Successful Bid or the Back-Up Bid, the applicable Auction Participant shall execute and deliver such revised and updated definitive transaction agreements as may be required to reflect and evidence the Successful Bid or Back-Up Bid.

(i) Qualified Investment Bids. Notwithstanding any other provision of this SISP, if an Auction Participant submits a Qualified Investment Bid that the Companies or the Monitor consider would result in a greater value being received for the benefit of the Companies' creditors than the Qualified Sale Bids, then the Monitor, with the consent of the Companies, may allow such Auction Participant to participate in the Auction, notwithstanding that such Qualified Investment Bid may not otherwise comply with the terms of these Auction Procedures. In such case, the Monitor, with the consent of the Companies, may adopt appropriate rules to facilitate such Auction Participant's participation in the Auction.

This is Exhibit "B" to the Affidavit of Jeffrey Holmgren sworn before me this 19th day of August, 2026.

Notary/Public Commissioner for Oaths in and for British Columbia

JEFFREY L. MARTIN, LL.B.
Barrister & Solicitor
906-8th Avenue, Box 2647
Invermere, BC V0A 1K0

2208318 ALBERTA LTD. OR DESIGNATE

June 25, 2026

Delivered by electronic mail to: jeffrey.rosenberg@fticonsulting.com; kamran.hamidi@fticonsulting.com; canadabis@fticonsulting.com

FTI Consulting Canada Inc.
in its capacity as Court-appointed Monitor of the Companies (as defined below)
TD South Tower, 79 Wellington Street West, Suite 2010
Toronto, Ontario M5K 1G8
Attention: Jeffrey Rosenberg and Kamran Hamidi

Re: Sale and Investment Solicitation Process in respect of CanadaBis Capital Inc., 1998643 Alberta Ltd., Stigma Pharmaceuticals Inc., 2103157 Alberta Ltd. and Full Spectrum Labs Ltd. (collectively, the "Companies") — Court of King's Bench of Alberta (CCAA) — Notice of Intention to Participate (Phase I)

Dear Mr. Rosenberg and Mr. Hamidi:

We write on behalf of **2208318 Alberta Ltd.** or **DESIGNATE** ("**220**" or the "**Interested Party**"), a secured creditor of the Companies, to confirm that the Interested Party intends to participate in the sale and investment solicitation process (the "**SISP**") approved by the Order of the Court of King's Bench of Alberta dated June 10, 2026 in the proceedings of the Companies under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). Capitalized terms used but not defined in this letter have the meanings given to them in the Procedures for the Sale and Investment Solicitation Process (the "**SISP Procedures**"). For clarity, the Interested Party is a secured creditor of the Companies in its own right and is not the "Senior Secured Lender" as that term is defined in the SISP Procedures.

The Interested Party hereby gives notice of its intention to submit a non-binding letter of intent as a **Phase I Bid** on or before the Phase I Bid Deadline of 5:00 p.m. (Mountain Time) on July 15, 2026. The Interested Party's anticipated Phase I Bid will be advanced as a Sale Proposal for all or substantially all of the Business and Assets of the Companies, on a going-concern basis, with the objective of preserving the Companies' licences issued under the *Cannabis Act* and the *Excise Act, 2001*, continuing employment for the Companies' workforce, and maintaining ongoing operations and the associated excise remittances to the federal and provincial governments.

Accordingly, we respectfully request that the Interested Party be registered as a Known Potential Bidder and Interested Party in the SISP, and that the Monitor provide the Interested Party with the Teaser Letter, the Confidentiality Agreement, the Acknowledgement of the SISP, and access to the Data Room. The Interested Party is prepared to execute the Confidentiality Agreement and the Acknowledgement of the SISP (together, the Phase I Participant Requirements) promptly upon receipt in order to obtain access to the Data Room and to commence its review.

Please direct all correspondence in connection with the SISP to the undersigned at Travis Mcintyre, sspipelinetravis@hotmail.com, 1-403-844-0907. The Interested Party looks forward to participating in the SISP and is available to address any questions the Monitor may have.

Yours very truly,

2208318 ALBERTA LTD. Or DESIGNATE

Per: ______________________________

Name: Travis McIntyre
Title: President
I have authority to bind the corporation.

This is Exhibit "C" to the Affidavit of Jeffrey Holmgren sworn before me this 19th day of August, 2026.

Notary/Public Commissioner for Oaths in and for British Columbia

JEFFREY L. MARTIN, LL.B.
Barrister & Solicitor
906-8th Avenue, Box 2647
Invermere, BC V0A 1K0

Execution Version

SUBSCRIPTION AGREEMENT

CANADABIS CAPITAL INC., STIGMA PHARMACEUTICALS INC., 1998643 ALBERTA LTD., 2103157 ALBERTA LTD., and FULL SPECTRUM LABS LTD.

as Vendors

-and-

2208318 ALBERTA LTD.

as Purchaser

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SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made as of August 19, 2026

BETWEEN:

CanadaBis Capital Inc. ("**CanadaBis**"), Stigma Pharmaceuticals Inc., 1998643 Alberta Ltd. ("**199**"), 2103157 Alberta Ltd., and Full Spectrum Labs Ltd. (collectively, the "**Applicants**" or the "**Companies**")

-and-

2208318 Alberta Ltd. ("**Purchaser**")

RECITALS:

A. CanadaBis is an Alberta holding company based in Red Deer County, Alberta that was publicly traded on the TSX Venture. CanadaBis directly or indirectly owns all of the issued and outstanding shares in the capital of each of Stigma Pharmaceuticals Inc., 199, 2103157 Alberta Ltd., and Full Spectrum Labs Ltd.

B. 199 is an Alberta corporation in the business of cultivating, processing, and selling cannabis and cannabis products to the adult-use market in provinces where the sale of cannabis by private retailers is legal under the *Cannabis Act* (Canada) and other applicable provincial and federal laws regulating the sale of cannabis by licensed private retailers (collectively, the "**Business**").

C. On April 17, 2026, the Applicants commenced a proceeding (the "**CCAA Proceeding**") under the *Companies' Creditors Arrangement Act* (Canada) in the Court of King's Bench of Alberta (the "**Court**") to, among other things, obtain the benefit of a stay of proceedings in respect of the Applicants.

D. On June 10, 2026, the Applicants sought and obtained an order (the "**SISP Order**") that, among things, authorized the Applicants to commence a sale and investment solicitation process to solicit one or more bids for the Business of the Applicants.

E. Pursuant to this Agreement, CanadaBis agrees to: (i) issue the New Common Shares (defined below) to the Purchaser or its nominee(s), as applicable, and (ii) consolidate the New Common Shares and the Existing Shares (defined below), such that the Purchaser or its permitted assign(s), as applicable, will be the direct or indirect sole shareholder of CanadaBis and each of its direct and indirect subsidiaries (the "**Transaction**") on and pursuant to the terms set forth herein if the Purchaser becomes the Successful Bidder (defined below) pursuant to the SISP.

F. The Transaction will be implemented pursuant to this Agreement, to be approved pursuant to a Vesting Order (defined below) granted by the Court in the CCAA Proceeding.

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

ARTICLE I
INTERPRETATION

1.01 Definitions

In this Agreement:

(a) "**199**" has the meaning given to such term on the first page.

(b) "**Accounting Standards**" means the accounting principles set out in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis.

(c) "**Administrative Expense Amount**" is the cash reserve as set out in the Vesting Order, which shall be used to fund 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.

(d) "**Administrative Expense Costs**" means the reasonable and documented fees and costs of counsel to the Applicants, the Monitor and counsel to the Monitor, as reflected in the Cash Flow Projections as of the Closing Time and in each case, for services performed prior to and after the Closing Date relating directly or indirectly to the CCAA Proceedings and this Agreement, and including: (i) costs required to wind down and/or dissolve and/or bankrupt ResidualCo; and (ii) costs and expenses required to administer the Excluded Assets, Excluded Liabilities and ResidualCo.

(e) "**Administration Charge**" has the meaning given to it in the Amended and Restated Initial Order.

(f) "**Affiliate**" means, with respect to any specified Person, any other Person that, directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. For the purposes of this definition, "control", as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

(g) "**Agreement**" means this subscription agreement and all of its Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this subscription agreement and all of its Schedules, and unless otherwise indicated, references to Articles, Sections, and Schedules are to Articles, Sections, and Schedules in this subscription agreement.

(h) "**Applicable Law**" means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including common law and civil law), statute, ordinance, rule, regulation, restriction, limit, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, Transaction Regulatory Approval, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in whole or in part to the Transaction contemplated by this Agreement, the members of the Applicants, Purchaser, the Business, or any of the New Common Shares or the Retained Liabilities.

(i) "**Applicants**" has the meaning given to such term on the first page.

(j) "**Back-up Bid**" has the meaning given to such term in the SISP.

(k) "**Business**" has the meaning given to such term in Recital "B".

(l) "**Business Day**" means any day, other than a Saturday or Sunday, on which the principal commercial banks in Calgary, Alberta are open for commercial banking business during normal banking hours.

(m) "**CanadaBis**" has the meaning given to such term in the preamble.

(n) "**Cash Consideration**" has the meaning given to such term in Section 3.01(a).

(o) "**CCAA Proceeding**" has the meaning given to such term in Recital "C".

(p) "**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

(q) "**Claims**" means any and all demands, claims, liabilities, actions, causes of action, counterclaims, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, 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 including all costs, fees and expenses relating thereto.

(r) "**Closing**" means the completion of the purchase of the New Common Shares and the Transaction in accordance with the provisions of this Agreement.

(s) "**Closing Date**" means a date no later than five (5) Business Days after the conditions set forth in Article XI have been satisfied or waived; provided that, if there is to be a Closing hereunder, then the Closing Date shall be no later than the Outside Date, unless otherwise agreed to by the Parties in writing.

(t) "**Closing Documents**" means all contracts, agreements, certificates, and instruments required by this Agreement to be delivered at or before the Closing Time.

(u) "**Closing Time**" means 10:00 a.m. (Calgary time) on the Closing Date, or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

(v) "**Consolidation and Cancellation**" means the consolidation of all New Common Shares and Existing Shares in accordance with the Consolidation Ratio, and the cancellation of all fractional New Common Shares and Existing Shares in accordance with Article II.

(w) "**Consolidation Ratio**" means the ratio by which all New Common Shares and Existing Shares shall be consolidated, as determined by the Purchaser, acting reasonably and in consultation with the Applicants and the Monitor, given the intended effect of the Transaction.

(x) "**Contracts**" means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Applicants are a party to or by which the Applicants are bound by.

(y) "**Court**" has the meaning given to such term in Recital "C".

(z) "**Cure Costs**" means those amounts owing to counterparties with respect to the period prior to the commencement of the CCAA Proceeding in respect of any Contracts (other than Excluded Contracts) that require the consent of the counterparty to be assigned to a third party.

(aa) "**Cure Costs Reserve**" means an amount equal to the Cure Costs.

(bb) "**Deposit**" means cash in the amount of $[redacted] that the Purchaser paid to the Monitor in trust in and around July 15, 2026, in accordance with sections 11(i) and 21 of the SISP, which shall be included in the Purchase Price in accordance with Section 3.01.

(cc) "**Employee Priority Claims**" means any Claim for: (i) accrued and unpaid wages and vacation pay owing to an employee of any of the members of the Applicants whose employment was terminated between the Filing Date and the Closing Date, including the Terminated Employees; and (ii) unpaid amounts provided for in Section 6(5)(a) of the CCAA.

(dd) "**Encumbrance**" means 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.

(ee) “**Equity Interests**” means any capital share, capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or securities (whether voting or non-voting, whether preferred, common or otherwise, and including share appreciation, contingent interest or similar rights) of a Person.

(ff) “**ETA**” means the *Excise Tax Act* (Canada).

(gg) “**Excluded Assets**” has the meaning given to such term in Section 2.03.

(hh) “**Excluded Contracts**” means those Contracts identified in Schedule 2.03(a)(i).

(ii) “**Excluded Liabilities**” has the meaning given to such term in Section 2.05.

(jj) “**Existing Shares**” means all Equity Interests of CanadaBis that are issued and outstanding immediately prior to the Closing Time, which, for greater certainty, does not include the New Common Shares or the Post-Consolidation Shares.

(kk) “**Filing Date**” means April 17, 2026.

(ll) “**Governmental Authority**” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (i) having or purporting to have jurisdiction on behalf of any nation, province, municipality, territory or state or any other geographic or political subdivision of any of them, or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, taxing regulatory authority or power.

(mm) “**GST/HST**” means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

(nn) “**Implementation Steps**” has the meaning given to such term in Section 5.01(b).

(oo) “**Intercompany Claim**” means any Claim that may be asserted against any of the members of the Applicants by or on behalf of any other member of the Applicants.

(pp) “**Interim Period**” means the period from the date that this Agreement is entered into by the Parties to the Closing Time.

(qq) “**Material Adverse Effect**” means any change, effect, event, occurrence, state of facts or development that has had a material adverse effect on: (i) the business, assets, liabilities, financial conditions or results of operations of the members of the Applicants, taken as a whole; or (ii) prevents the ability of any of the members of the Applicants to perform its obligations under, or to consummate the Transaction contemplated by this Agreement, but excluding any such change, effect, event, occurrence, state of facts or development attributable to or arising from: (A) general economic or business conditions; (B) Canada, the U.S. or foreign economies, or financial, banking or securities markets in general, or other general business, banking, financial or economic conditions (including: (I) any disruption in any of the foregoing markets; (II) any change in the currency exchange rates; or (III) any decline or rise in the price of any security, commodity, contract or index); (C) acts of God or other calamities, pandemics (including COVID-19 and any Governmental Authorities response thereto), national or international political or social conditions, including the engagement and/or escalation by the U.S. or Canada in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S. or Canada or any of their territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the U.S. or Canada; (D) the public disclosure of the identity of the Purchaser or its Affiliates; (E) conditions generally affecting the industry in which the members of the Applicants participates; (F) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement or the Transaction contemplated by this Agreement, or the identity of the Parties; (G) changes in Applicable Laws or the interpretation thereof; (H) any change in Accounting Standards or other accounting requirements or principles; (I) national or international political, labour or social conditions; (J) the failure of the members of the Applicants to meet or achieve the results set forth in any internal projections (but not the underlying facts giving rise to such failure unless such facts are otherwise excluded pursuant to the clauses contained in this definition); or (K) any change resulting from compliance with the terms of, or any actions taken (or not taken) by any Party pursuant to or in accordance with, this Agreement; provided that the exceptions set forth in clauses (A), (B), (C), (E), (G), (H) or (I) shall not apply to the extent that such event is disproportionately adverse to the members of the Applicants, taken as a whole, as compared to other companies in the industries in which the members of the Applicants operate.

(rr) "**Monitor's Certificate**" means the certificate delivered to the Purchaser and the Applicants and filed with the Court by the Monitor in accordance with the Vesting Order certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Applicants and the Purchaser that all conditions to Closing have been satisfied or waived by the applicable Parties and the Transaction contemplated by this Agreement have been completed.

(ss) "**Monitor**" means FTI Consulting Canada Inc., as Court-appointed monitor of the members of the Applicants in the CCAA Proceeding, and not in its personal or corporate capacity.

(tt) "**New Common Shares**" means the common shares of CanadaBis to be issued to the Purchaser or one or more of its permitted nominee(s) as part of the Pre-Closing Reorganization and Closing in exchange for the Purchase Price.

(uu) "**Order**" means any order of the Court made in the CCAA Proceeding, or any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

(vv) "**Outside Date**" means October 8, 2026.

(ww) "**Parties**" means the Companies and the Purchaser collectively, and "Party" means either the Companies, the applicable Company or the Purchaser, as the context requires.

(xx) "**Permitted Encumbrances**" means the Encumbrances listed in Schedule 1.01(xx).

(yy) "**Person**" includes an individual, partnership, firm, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, entity, corporation, unincorporated association, or organization, syndicate, committee, court appointed representative, Governmental Authority, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality, or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including the trustees, executors, administrators, or other legal representatives of an individual.

(zz) "**Post-Consolidation Shares**" means the 100 common shares of CanadaBis that will remain after the Consolidation and Cancellation, which shall: (i) represent 100% of the issued and outstanding common shares of CanadaBis after the Consolidation and Cancellation; and (ii) be solely owned and controlled by the Purchaser and/or its permitted assigns.

(aaa) "**Post-Filing Liabilities**" means any and all claims, indebtedness, liabilities, or obligations of the Applicants of any kind that arises during and in respect of the period beginning on the Filing Date and ending on the day immediately preceding the Closing Date in respect of services rendered or supplies provided to the members of the Applicants during such period. For certainty, these do not include: (i) any interest, penalties, expenses or other liabilities that relate to pre-filing liabilities even if they were incurred or arose after the Filing Date; and (ii) any Excluded Liabilities.

(bbb) "**Post-Filing Tax Obligations**" has the meaning given to such term in Section 9.08(a).

(ccc) "**Pre-Closing Reorganization**" means the transactions, act or events described in Schedule 5.01(c) that are to occur immediately prior to the Closing Time.

(ddd) "**Pre-Filing Tax Obligations**" has the meaning given to such term in Section 9.08(b).

(eee) "**Priority Payments**" means those priority payments prescribed under subsections 6(3), 6(5) and 6(6) of the CCAA, and the amounts owing under the Employee Priority Claims, and including those amounts identified in the Implementation Steps.

(fff) "**Purchase Price**" has the meaning given to such term in Section 3.01.

(ggg) "**Purchaser**" has the meaning given to such term in the preamble.

(hhh) "**Purchaser Indebtedness**" means [redacted]

(iii) "**ResidualCo**" means a corporation to be incorporated to which the Excluded Assets and Excluded Liabilities will be transferred as part of the Pre-Closing Reorganization.

(jjj) "**Retained Debt**" means, collectively, [redacted]

(kkk) "**Retained Liabilities**" means only those liabilities, including for greater certainty the Retained Debt, that are retained by CanadaBis pursuant to Section 2.04. For greater certainty, no Excluded Liabilities shall be Retained Liabilities.

(lll) "**Retained Servus Indebtedness**" means the indebtedness owing to Servus up to the maximum amount of $[redacted]

(mmm) "**Runway Indebtedness**" means all indebtedness owing by 199 to Runway Developments Inc. For greater certainty, the Runway Indebtedness shall constitute an Excluded Liability.

(nnn) "**Servus**" means Servus Credit Union Inc.

(ooo) "**Servus Refinancing**" means a credit facility to be entered into between the Purchaser and Servus that, among other things, is intended to satisfy the Retained Servus Indebtedness on Closing, in form and substance acceptable to the Purchaser in its sole discretion.

(ppp) "**SISP**" means the sale and investment solicitation process approved by the SISP Order.

(qqq) "**SISP Order**" means the order of the Court dated June 10, 2026, made in the CCAA Proceeding authorizing and approving the commencement of the SISP.

(rrr) "**Stigma Pharmaceuticals**" has the meaning given to such term in the preamble.

(sss) "**Successful Bid(s)**" has the meaning given to such term in the SISP.

(ttt) "**Successful Bidder(s)**" has the meaning given to such term in the SISP.

(uuu) "**Tax**" and "**Taxes**" means taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, GST/HST, use, value-added, excise, stamp, withholding, business, franchising, escheat, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada, Alberta, and other government pension plan premiums or contributions.

(vvv) "**Terminated Employees**" means those individuals employed by the Applicants whose employment has or shall be terminated by the applicable member of the Applicants in connection with the Transaction, including those deemed to be terminated pursuant to Section 9.09(c).

(www) "**Transaction**" has the meaning given to it in Recital "E".

(xxx) "**Transaction Regulatory Approvals**" means any material licenses, permits or approvals required from any Governmental Authority or under any Applicable Laws relating to the business and operations of the Applicants that would be required to be obtained in order to permit the Applicants and Purchaser to complete the Transactions contemplated by this Agreement, including any approvals required due to the change of control of the Applicants.

(yyy) "**Vested Assets**" means the real property of the Companies that is to be vested into the Purchaser or its permitted assigns as part of the Pre-Closing Reorganization or Implementation Steps.

(zzz) "**Vesting Order**" means an order of the Court in a form to be mutually agreed upon by the Parties, substantially in the form as set forth in Schedule 1.01(zzz), which for certainty shall ensure, at minimum, that: (i) the New Common Shares are issued to the Purchaser or its applicable permitted assigns as contemplated herein; (ii) the Consolidation and Cancellation is approved; (iv) all Equity Interests in CanadaBis other than the Post-Consolidation Shares owned by the Purchaser or its permitted assigns, are cancelled without consideration; (v) all Vested Assets are vested into the Purchaser or its permitted assigns; (vi) all Excluded Assets and Excluded Liabilities are vested into ResidualCo; (v) all Encumbrances other than the Permitted Encumbrances and Retained Liabilities are vested off the Companies, the Retained Assets and the Vested Assets; and (vi) the directors and officers of the Companies are released in respect of the Released Claims (as defined in the Vesting Order).

1.02 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

1.03 Headings, Table of Contents, etc.

The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Agreement. The recitals to this Agreement form an integral part of this Agreement.

1.04 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.05 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars. References to "$" are to Canadian dollars.

1.06 Certain Phrases

In this Agreement: (a) the words "including", "includes" and "include" and any derivatives of such words mean "including without limitation", and (b) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate, without duplication, of". The expression "Article", "Section" and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Agreement.

1.07 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof so long as the economic or legal substance of the Transaction is not affected in any manner materially adverse to any Party. Upon: (a) such a determination of invalidity or unenforceability, or (b) any change in Applicable Law or other action by any Governmental Authority that materially detracts from the legal or economic rights or benefits, or materially increases the obligations, of any Party or any of its Affiliates under this Agreement, the Parties shall negotiate in good faith to amend this Agreement so as to give effect to the original intent of the Parties as closely as possible in an acceptable manner so that the Transaction contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

1.08 Schedules

The following schedules attached hereto and incorporated in and form part of this Agreement:

Schedules

Schedule 1.01(xx)	Permitted Encumbrances
Schedule 1.01(xxx)	Form of Vesting Order
Schedule 2.03	Excluded Assets
Schedule 2.03(a)(i)	Excluded Contracts
Schedule 2.03(a)(i)	Retained Assets
Schedule 2.04	Retained Liabilities
Schedule 2.05	Excluded Liabilities
Schedule 5.01(c)	Implementation Steps
Schedule 10.02	Pre-Closing Reorganization
Schedule 11.01(c)	Transaction Regulatory Approvals to be Obtained Prior to the Closing Time

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement will apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

The Purchaser may update the schedules to this Agreement upon notice to the Companies and the Monitor up to and including August 25, 2026, provided that any such amendments do not have a material adverse effect on the CCAA Proceedings, the Companies, their stakeholders, or the Purchase Price contemplated hereunder. The schedules to this Agreement may be updated and revised by the Purchaser, with the consent of the Applicants and the Monitor, at any time following August 25, 2026, provided that no revisions shall be made to the list of Retained Liabilities following the granting of the Vesting Order.

1.09 Accounting Terms

All accounting terms used in this Agreement are to be interpreted in accordance with the Accounting Standards unless otherwise specified.

1.10 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day that is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

1.11 Computation of Time Periods

If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Agreement, then the first day of the period is not counted, but the day of its expiry is counted.

ARTICLE II
PURCHASE OF SHARES AND ASSUMPTION OF LIABILITIES

2.01 Issuance of New Common Shares and Treatment of Existing Shares

(a) Share Issuance. At the Closing Time, CanadaBis shall issue the New Common Shares to the Purchaser or one or more of its nominee(s) in a class, series and number to be determined by the Purchaser, acting reasonably and in consultation with CanadaBis and the Monitor, having regard to the intended effect of the Transaction, free and clear of all Encumbrances (other than Permitted Encumbrances), in exchange for the payment of the Purchase Price.

(b) Share Consolidation. CanadaBis' Articles of Incorporation shall be amended to, among other things: (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.

(c) Share Cancellation. Any fractional New Common Shares and Existing Shares held by any holder of such shares immediately following the consolidation of such shares shall be cancelled without any liability, payment or other compensation in respect thereof, and CanadaBis' Articles of Incorporation shall be altered as necessary to achieve such cancellation.

(d) Equity Interests Extinguished. Any and all Equity Interests in CanadaBis (other than the Post-Consolidation Shares) that remain issued and outstanding immediately following the Consolidation and Cancellation shall also be cancelled and extinguished without any liability, payment or other compensation in respect thereof, and all Claims in respect of any Equity Interests (other than the Post-Consolidation Shares) shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any liability, payment or other compensation in respect thereof.

2.02 Post-Consolidation Shares

Subject to the terms and conditions of this Agreement, effective immediately after the Closing Time and following the Consolidation and Cancellation, the Purchaser shall be the sole owner of the Post-Consolidation Shares, which shall represent 100% of CanadaBis' issued and outstanding Equity Interests at Closing. For the avoidance of doubt, after the Closing Time and after the completion of the Implementation Steps, CanadaBis and each and every direct and indirect subsidiary of CanadaBis (including the Companies) shall be wholly owned, directly or indirectly, by Purchaser or its applicable nominee(s).

2.03 Excluded Assets

(a) Notwithstanding any provision of this Agreement to the contrary, as of the Closing, the assets of the Applicants shall not include any of the following assets, together with any other assets as set forth on Schedule 2.03 (collectively, the "**Excluded Assets**"):

(i) the Administrative Expense Amount;

(ii) the Excluded Contracts;

(iii) the Tax records and returns, and books and records pertaining thereto and other documents, in each case, that primarily or solely relate to any of the Excluded Liabilities, provided that the applicable member of the Applicants may take copies of all Tax records and books and records pertaining to such records (as redacted, if applicable) to the extent necessary or useful for the carrying on of the Business after Closing, including the filing of any tax return, provided, however that ResidualCo shall retain the original copies of any of the records required to be provided to the applicable member of the Applicants hereunder (and provide the applicable member of the Applicants with a copy thereof) to the extent ResidualCo is required to do so under Applicable Law;

(iv) all communications, information or records, written or oral, that are in any way related to (i) the transactions contemplated by this Agreement, (ii) the sale of the New Common Shares, (iii) any Excluded Asset or (iv) any Excluded Liability; and

(v) any rights that accrue to ResidualCo under this Agreement or the Vesting Order.

(b) For certainty, all property, assets, undertakings, and contracts of the Companies (the "**Retained Assets**") other than the Excluded Assets and Excluded Contracts shall be retained by the Companies free and clear of all Encumbrances other than the Permitted Encumbrances and the Retained Liabilities. For certainty, the Retained Assets includes the non-exhaustive list of specific property, assets and undertakings listed on Schedule 2.03(b).

2.04 Retained Liabilities

Pursuant to this Agreement and the Vesting Order, as of the Closing Time, the only obligations and liabilities of the Applicants shall consist of the items specifically set forth below, as applicable (collectively, the "**Retained Liabilities**"); provided that the Retained Liabilities of any member of the Applicants pursuant to this Section 2.04 shall continue to be liabilities of the applicable member of the Applicants as of the Closing:

(a) Post-Filing Liabilities;

(b) Post-Filing Tax Obligations (to the extent not already covered under Post-Filing Liabilities);

(c) all liabilities of the Applicants arising from circumstances or events occurring after Closing;

(d) Intercompany Claims between members of the Applicants;

(e) the Retained Debt; and

(f) those specific Retained Liabilities set forth in Schedule 2.04.

2.05 Excluded Liabilities

(a) Except as expressly retained pursuant to or specifically contemplated by Section 2.04 (including, for greater certainty, the Retained Debt, which is retained by the Applicants and is not an Excluded Liability and shall not be assigned to or channelled to ResidualCo), all Claims and all debts, obligations, and liabilities of the Applicants or any predecessors of the Applicants, of any kind or nature, shall be assigned and become the sole obligation of ResidualCo pursuant to the terms of the Vesting Order and this Agreement, and, as of the Closing, the members of the Applicants shall not have any obligation, duty, or liability of any kind whatsoever, except as expressly assumed pursuant to Section 2.04, whether accrued, contingent, known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, unliquidated, absolute, accrued, contingent or otherwise, and whether due or to become due, and such liabilities or obligations shall be the sole responsibility of ResidualCo, including *inter alia*:

(i) the non-exhaustive list of those certain liabilities set forth in Schedule 2.05;

(ii) all liabilities relating to or under the Excluded Assets;

(iii) all Pre-Filing Tax Obligations; and

(iv) liabilities for employees whose employment with the Applicants is terminated on or before Closing, including the Terminated Employees (collectively, the "**Excluded Liabilities**").

(b) Pursuant to the Vesting Order, the Excluded Liabilities shall be channeled to and assumed in full by ResidualCo in accordance with and as further described in Article IV, and the Applicants and their assets, undertakings, Business and properties shall be discharged of such Excluded Liabilities. All Claims attaching to the Excluded Liabilities, if any, shall continue to exist against ResidualCo and the Purchase Price and the Excluded Assets shall be available to satisfy such Claims.

ARTICLE III
PURCHASE PRICE AND RELATED MATTERS

3.01 Purchase Price

The aggregate consideration provided by the Purchaser in exchange for the New Common Shares (the "**Purchase Price**") is approximately $[redacted], payable as follows:

(a) [redacted] (the "**Cash Consideration**");

(b) retention of the Retained Debt, provided that the Retained Servus Indebtedness will be satisfied on Closing by the proceeds of the Servus Refinancing; and

(c) retention of the Retained Liabilities.

3.02 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price by providing the Cash Consideration, if any, in immediately available funds payable by the Purchaser to the Monitor on the Closing Date and by retaining the Retained Debt as set out in Section 3.01.

3.03 Application of Deposit

If necessary, the Deposit shall be applied to the Cure Costs Reserve and any Priority Payments at Closing, and the balance of the Deposit following such payments shall be returned to the Purchaser within five days of the Closing Date.

3.04 Purchase Price Allocation

The Parties shall mutually agree in writing, acting reasonably, on the allocation of the Purchase Price prior to the Closing Date.

3.05 Payment of Certain Liabilities

On the Closing Date, the members of the Applicants shall satisfy, in accordance with the Implementation Steps, the Cure Costs and Priority Payments as required to be paid on Closing in the Vesting Order such that all the Cure Costs and Priority Payments shall be satisfied in full in connection with the Closing.

ARTICLE IV
TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

4.01 Transfer of Excluded Assets to ResidualCo

On the Closing Date, pursuant to the terms of the Vesting Order and, where applicable, in consideration for ResidualCo assuming the Excluded Liabilities pursuant to Section 2.05 from the applicable member of the Applicants, the Companies will assign and transfer the Excluded Assets to ResidualCo, and the Excluded Assets shall be vested in ResidualCo pursuant to the Vesting Order.

4.02 Transfer of Excluded Liabilities to ResidualCo

At the Closing Time, the Excluded Liabilities shall have been channeled to and assumed by ResidualCo, in accordance with the Pre-Closing Reorganization and pursuant to the Vesting Order. Notwithstanding any other provision in this Agreement, neither the Purchaser nor the Applicants shall assume or have any liability for any of the Excluded Liabilities and all Excluded Liabilities shall be discharged from the Applicants and their assets, undertakings, Business and properties from and after the Closing Time.

4.03 Transfer of Vested Assets to Purchaser

On the Closing Date, pursuant to the terms of the Vesting Order and, where applicable, in consideration for Purchase Price, the applicable Companies will assign and transfer the Vested Assets to the Purchaser or its permitted assigns, and the Vested Assets shall be vested in such party pursuant to the Vesting Order.

ARTICLE V
PRE-CLOSING AND CLOSING REORGANIZATION

5.01 Pre-Closing and Closing Reorganization

(a) The specific mechanism for implementing the Closing and the structure of the transactions contemplated by this Agreement shall be structured in a tax efficient manner mutually agreed upon by the Parties, each acting reasonably.

(b) On or prior to the Closing Date, the members of the Applicants shall effect the transaction steps and Pre-Closing Reorganization (collectively, the "**Implementation Steps**") of the members of the Applicants as set forth in Schedule 5.01(c); provided that in no event will the Implementation Steps described in Schedule 5.01(c) be materially prejudicial to the interests of the Purchaser under the other sections of this Agreement. The Implementation Steps may include, without limitation, the formation of new entities required to implement the transactions contemplated by this Agreement in a tax efficient manner, consistent with Section 5.01(a).

(c) The Implementation Steps shall occur, and be deemed to have occurred in the order and manner to be set out in Schedule 5.01(c).

(d) The steps to be taken and the compromises and releases to be effective on the Closing Date are deemed to occur and be effected in the steps and sequential order set forth in Schedule 5.01(c), beginning on or before the Closing Date at such time as is specified therein.

(e) The timing and/or sequence of the Implementation Steps and the Closing on the Closing Date may be altered at the request of the Purchaser, acting reasonably, and with the consent of the Monitor, if required pursuant to the terms hereof.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE COMPANIES

Each of the Companies represents and warrants, on behalf of itself, to the Purchaser as follows, and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the New Common Shares:

6.01 Due Authorization and Enforceability of Obligations

Subject to the granting of the Vesting Order, this Agreement has been duly authorized, executed and delivered by the Companies, and constitutes a legal, valid and binding obligation of it, enforceable against them in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

6.02 Existence and Good Standing

Each of the Companies is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and: (a) has all requisite power and authority to execute and deliver this Agreement, and (b) has taken all requisite corporate or other action necessary for it to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transaction contemplated hereunder.

6.03 Sophisticated Parties

The Companies: (a) are sophisticated parties with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, (b) have conducted their own analysis and made its own decision to enter into this Agreement, including obtaining such independent advice as it deems appropriate, and (c) have not relied on the analysis or decision of any Person other than its own independent advisors.

6.04 Absence of Conflicts

The execution and delivery of this Agreement by the Companies and the completion by the Companies of their obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any Applicable Law, (subject to the receipt of any Transaction Regulatory Approvals and the granting of the Vesting Order) and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under the certificate of incorporation, articles, by-laws or other constituent documents of any member of the Companies. Subject to the granting of the Vesting Order, the execution, delivery and performance of this Agreement by the Companies does not and will not violate any Order.

6.05 Approvals and Consents

The execution and delivery of this Agreement by the Companies, the completion by the Companies of their obligations hereunder and the consummation by the Companies of the transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than as contemplated by the Transaction Regulatory Approvals and the entry of the Vesting Order by the Court.

6.06 HST Registrant

Each of the Companies is required to be registered and is, or will be on the Closing Date, registered under Subdivision (d) of Division V of Part IX of the ETA.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Companies as follows, and acknowledges that the Companies are relying upon the following representations and warranties in connection with the issuance and sale of the New Common Shares:

7.01 Due Authorization and Enforceability of Obligations

This Agreement has been duly authorized, executed and delivered by the Purchaser, and, assuming the due authorization, execution and delivery by it, this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

7.02 Existence and Good Standing

The Purchaser is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated by this Agreement.

7.03 Sophisticated Party

Purchaser: (a) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, (b) has conducted its own analysis and made its own decision to enter into this Agreement, including obtaining such independent advice as it deems appropriate, and (c) has not relied on the analysis or decision of any Person other than its own independent advisors.

7.04 Absence of Conflicts

The execution and delivery of this Agreement by the Purchaser and the completion by the Purchaser of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any Applicable Law, or any of its properties or assets, (subject to the receipt of any Transaction Regulatory Approvals) and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under its certificate of incorporation, articles, by-laws or other constituent documents.

7.05 Approvals and Consents

The execution and delivery of this Agreement by the Purchaser, the completion by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than as contemplated by the Transaction Regulatory Approvals and the granting of the Vesting Order by the Court.

7.06 No Actions

There is not, as of the date hereof, pending or, to the Purchaser's knowledge, threatened against it or any of its properties, nor has the Purchaser received notice in respect of, any Claim, potential Claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Authority or legislative body that, would prevent it from executing and delivering this Agreement, performing its obligations hereunder and consummating the transactions and agreements contemplated by this Agreement.

7.07 HST Registrant

The Purchaser is, or will be on the Closing Date, registered under Subdivision d of Division V of Part IX of the ETA.

7.08 Availability of Funds

The Purchaser has executed, on or prior to the date hereof, the requisite instruction letters to fully authorize the Purchaser, and the Purchaser is duly authorized, to, among other things, deliver the Cash Consideration in connection with the consummation of the Closing hereunder.

ARTICLE VIII
AS IS, WHERE IS TRANSACTION

The Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Business, the New Common Shares, the Retained Liabilities and all related operations of the members of the Applicants, and, based solely thereon and the advice of its financial, legal and other advisors, has determined to proceed with the transactions contemplated by this Agreement. The Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of the Companies expressly set forth in Article VI, the Purchaser understands, acknowledges and agrees that all other representations, warranties, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Applicants or the Business, or the quality, quantity or condition of the New Common Shares) are specifically disclaimed by the Companies, the other members of the Applicants, their respective financial and legal advisors and the Monitor and its legal counsel. THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE COMPANIES EXPRESSLY AND SPECIFICALLY SET FORTH IN Article VI: (A) THE PURCHASER IS ACQUIRING THE NEW COMMON SHARES ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE COMPANIES, THE MONITOR OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE COMPANIES OR THE MONITOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE APPLICANTS, THE BUSINESS, THE NEW COMMON SHARES, THE RETAINED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS RESPECTIVE REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

ARTICLE IX
COVENANTS

9.01 Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

9.02 Administrative Expense Amount

(a) Prior to the Closing Date, the Companies shall pay the Administrative Expense Amount to the Monitor, which the Monitor shall use to pay the Administrative Expense Costs and the CCAA Charge Amount.

(b) From time to time after the Closing Date, the Monitor may pay from the Administrative Expense Amount the Administrative Expense Costs and amounts secured by the CCAA Charges at its sole discretion in accordance with the Vesting Order and without further authorization from the Companies or the Purchaser. Any unused portion of the Administrative Expense Amount after payment or reservation for all Administrative Expense Costs, as determined by the Monitor, shall be transferred by the Monitor to the Purchaser.

(c) Notwithstanding the foregoing or anything else contained herein or elsewhere, each of the Companies and the Purchaser acknowledges and agrees that: (i) the Monitor's obligations hereunder are and shall remain limited to those specifically set out in this Section 9.02; and (ii) the Monitor is acting solely in its capacity as the CCAA Court-appointed Monitor of the Companies pursuant to the Initial Order and not in its personal or corporate capacity, and the Monitor has no liability in connection with this Agreement whatsoever, in its personal or corporate capacity or otherwise, save and except for and only to the extent of the Monitor's gross negligence or intentional fault.

(d) The Parties acknowledge that the Monitor may rely upon the provisions of this Section 9.02 notwithstanding that the Monitor is not a party to this Agreement. The provisions of this Section 9.02 shall survive the termination or non-completion of the transactions contemplated by this Agreement.

9.03 Interim Period

During the Interim Period, except as contemplated or permitted by this Agreement (including the Vesting Order and the Pre-Closing Reorganization): (a) the Applicants shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, (b) the Applicants shall not, without the prior written approval of the Purchaser, sell or transfer any assets outside of the ordinary course for amounts greater than $50,000, (c) the Applicants shall not enter into any transaction involving the Business outside of the ordinary course for an amount greater than $50,000 without the prior written approval of the Purchaser, and (d) the Applicants shall, if requested by the Purchaser, use commercially reasonable efforts to satisfy in full all Post-Filing Liabilities.

9.04 Access During the Interim Period

Until the Closing Time, the Companies shall give to the Purchaser's personnel engaged in the transactions contemplated by this Agreement and their accountants, legal advisers, consultants, financial advisors and representatives during normal business hours reasonable access to its premises and to all of the books and records relating to the Business, the members of the Applicants, the Retained Liabilities and the employees, and shall furnish them with all such information relating to the Business, the members of the Applicants, the Retained Liabilities and the employees as Purchaser may reasonably request in connection with the transactions contemplated by this Agreement; provided that such access shall be conducted at the Purchaser's expense, in accordance with Applicable Law and under supervision of the Companies' personnel and in such a manner as to maintain confidentiality, and the Companies will not be required to provide access to or copies of any such books and records if: (a) the provision thereof would cause the Companies to be in contravention of any Applicable Law; or (b) making such information available would: (i) result in the loss of any lawyer-client or other legal privilege; or (ii) cause the Companies to be found in contravention of any Applicable Law, or contravene any fiduciary duty or agreement (including any confidentiality agreement to which the Companies are a party). Notwithstanding anything in Section 9.02 to the contrary, any such investigation shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the Business or the possible sale thereof to any other Person.

9.05 Servus Refinancing

The Purchaser agrees to use commercially reasonable efforts to enter into a binding commitment letter with Servus regarding the Servus Refinancing by no later than August 25, 2026, and the Purchaser acknowledges that entering into a binding commitment letter with Servus regarding the Servus Refinancing will waive the closing condition set out at section 11.01(d) of this Agreement. The Purchaser will provide written confirmation to the Companies and the Monitor of the satisfaction or waiver of the closing condition set out at section 11.01(d) of this Agreement.

9.06 Transaction Regulatory Approvals

(a) The Parties shall use commercially reasonable efforts to apply for and obtain any Transaction Regulatory Approvals as soon as reasonably practicable and by no later than the time limits imposed by Applicable Laws, in accordance with this Section 9.05, in each case at the sole cost and expense of the Purchaser.

(b) The Parties shall co-operate with one another in connection with obtaining any Transaction Regulatory Approvals. Without limiting the generality of the foregoing, the Parties shall: (i) give each other reasonable advance notice of all meetings or other oral communications with any Governmental Authority relating to the Transaction Regulatory Approvals, as applicable, and provide as soon as practicable but in any case, if any, within the required time, any additional submissions, information and/or documents requested by any Governmental Authority necessary, proper or advisable to obtain the Transaction Regulatory Approvals; (ii) not participate independently in any such meeting or other oral communication without first giving the other Party (or their outside counsel) an opportunity to attend and participate in such meeting or other oral communication, unless otherwise required or requested by such Governmental Authority; (iii) if any Governmental Authority initiates an oral communication regarding the Transaction Regulatory Approvals, promptly notify the other Party of the substance of such communication; (iv) subject to Applicable Laws relating to the exchange of information, provide each other with a reasonable advance opportunity to review and comment upon and consider in good faith the views of the other in connection with all written communications (including any filings, notifications, submissions, analyses, presentations, memoranda, briefs, arguments, opinions and proposals) made or submitted by or on behalf of a Party with a Governmental Authority regarding the Transaction Regulatory Approvals as applicable; and (v) promptly provide each other with copies of all written communications to or from any Governmental Authority relating to the Transaction Regulatory Approvals as applicable.

(c) Each of the Parties may, as advisable and necessary, reasonably designate any competitively or commercially sensitive material provided to the other under this Section as "Outside Counsel Only Material", provided that the disclosing Party also provides a redacted version to the receiving Party. Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and, subject to any additional agreements between the Parties, will not be disclosed by such outside legal counsel to employees, officers or directors of the recipient unless express written permission is obtained in advance from the source of the materials or its legal counsel.

(d) The obligations of either Party to use its commercially reasonable efforts to obtain the Transaction Regulatory Approvals does not require either Party (or any Affiliate thereof) to undertake any divestiture of any business or business segment of such Party, to agree to any material operating restrictions related thereto or to incur any material expenditure(s) related therewith, unless agreed to by the Parties. In connection with obtaining the Transaction Regulatory Approvals, no member of the Companies shall agree to any of the foregoing items without the prior written consent of the Purchaser.

9.07 Other Covenants Relating to this Agreement

(a) From the date hereof until the Closing Date, the Companies and the Purchaser agree, and agree to cause their respective representatives and Affiliates, to keep each other informed on a reasonably current basis and no less frequently than on a weekly basis through teleconference or other meeting, or as reasonably requested by the Monitor, as to their progress in satisfying the conditions precedent in this Agreement.

(b) From the date hereof until the Closing Date, the Companies agree, and agree to cause its representatives, to promptly notify the Purchaser of: (i) any event, condition, or development that has resulted in the inaccuracy in a material respect or material breach of any representation or warranty, covenant or agreement contained in this Agreement, or (ii) any Material Adverse Effect occurring from and after the date hereof prior to the Closing Date.

(c) the Companies and the Purchaser agree to use commercial reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably necessary to obtain any material third-party consents and approvals as may be required in connection with the transaction contemplated by this Agreement.

(d) the Companies and the Purchaser shall cooperate and use commercially reasonable efforts to cause CanadaBis to cease to be a reporting issuer (or equivalent thereof) in the applicable jurisdictions of Canada as soon as reasonably practicable after the Closing Date.

(e) At the request of Purchaser, the Companies shall proceed with the liquidation, winding-up, dissolution and/or amalgamation of any members of the Companies designated by Purchaser on or prior to the Closing Date, provided that such steps are included in the Pre-Closing Reorganization and such additional costs, if any, shall be borne by the Purchaser.

9.08 Tax Matters

(a) The Companies shall be responsible, respectively, for all Taxes owed or owing or accrued by the Companies in respect of the period commencing on the Filing Date and ending on the Closing Date (the "**Post-Filing Tax Obligations**"), if any.

(b) All Taxes owed or owing or accrued by the Applicants prior to the Filing Date, even if not due and payable until after the Filing Date (collectively, the "**Pre-Filing Tax Obligations**") shall be transferred to, assumed by, and vested in ResidualCo as Excluded Liabilities. For greater certainty, any audits or reassessments by the Canada Revenue Agency or any other Governmental Authority with respect to Taxes that relate to a time period occurring, or facts arising, prior to the Filing Date shall be a Pre-Filing Tax Obligation, regardless upon when such audit was commenced or completed, and any and all such obligations with respect to such audits and reassessments shall be transferred to and assumed by ResidualCo as Excluded Liabilities.

(c) Prior to Closing, and if such payment has been requested by the Purchaser, the Companies shall provide evidence in form and substance satisfactory to the Purchaser that all such Post-Filing Tax Obligations have been paid in full to the relevant Governmental Authority or that sufficient cash reserves will be held by the Applicants at Closing to pay all such Post-Filing Tax Obligations in full post-Closing.

(d) After Closing, the Purchaser shall cause to be prepared and filed on a timely basis all Tax Returns for the Applicants for (a) any period which ends on or before the Closing Date and for which Tax Returns have not been filed as of such date, and (b) for any period that begins prior to the Closing Date and ends after the Closing Date for which Tax Returns are required to be prepared and filed.

9.09 Employee Matters

(a) The Purchaser may, but is not obligated to, in the name of the applicable member of the Applicants, make conditional (upon Closing) continued or new (as applicable) offers of employment on such terms as it may determine in its absolute and sole discretion.

(b) The Purchaser shall make commercially reasonable efforts to make such offers in writing on or prior to the date that is ten (10) calendar days prior to the anticipated Closing Date, provided that such offers shall be made no later than five (5) calendar days prior to the anticipated Closing Date, and leave such offers open for acceptance up to and including one (1) calendar day prior to the Closing Date. The Purchaser agrees that no fewer than 90% of the total current number of employees of the Applicants shall receive an offer of employment in accordance with this section 9.09(b). Notwithstanding any other provision of this Agreement, the Purchaser has no obligation to offer employment to any particular employee.

(c) In the event:

(i) no conditional offer of employment is made to such employee of the Applicants; or

(ii) an employee who receives an offer of employment rejects such offer in writing or fails to accept such offer of employment up to and including one (1) calendar day prior to the Closing Date,

such employee shall be deemed to be a "**Terminated Employee**". For greater certainty, any claims of Terminated Employees arising on or before Closing shall, if determined to be a Priority Payment, be paid in accordance with the terms hereof and shall otherwise be Excluded Liabilities and not Retained Liabilities.

9.10 ResidualCo

On the Closing Date, CanadaBis shall convey all Equity Interests in ResidualCo to Thornton Grout Finnigan LLP ("**TGF**") to hold as agent and bare trustee on behalf of the common shareholders of CanadaBis immediately prior to the Consolidation and Cancellation as their interests may be agreed or as they may be determined by the Court in the CCAA Proceeding. For greater certainty, TGF shall not have any obligation or duties to take any actions, steps or otherwise in respect of the Equity Interests of ResidualCo, subject to direction from the Monitor, or Order of the Court in the CCAA Proceeding.

9.11 Release by Purchaser

Except in connection with any obligations of the Companies or the Monitor contained in this Agreement and any Closing Documents, effective as of the Closing Time, Purchaser and its Affiliates hereby releases and forever discharges the Companies, the Monitor, and their respective Affiliates, and each of their respective successors and assigns, and all present and former officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Claims which such Person had, has or may have in the future to the extent relating to the Business, the New Common Shares or the Retained Liabilities, save and except for Claims arising out of fraud, bad faith or illegal acts (unless such Person believed in good faith that its conduct was legal).

9.12 Release by the Companies

Except in connection with any obligations of Purchaser and the Monitor contained in this Agreement and any Closing Documents, effective as of the Closing Time, the Companies hereby release and forever discharge Purchaser, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all former and present officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Claims which such Person had, has or may have in the future to the extent relating to: (a) the New Common Shares, (b) the Excluded Assets, or (c) the Excluded Liabilities, save and except for Claims arising out of fraud, bad faith or illegal acts (unless such Person believed in good faith that its conduct was legal).

ARTICLE X
CLOSING

10.01 Location and Time of the Closing

Closing shall take place electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

10.02 Pre-Closing Reorganization

(a) Subject to the other terms of this Agreement, the Companies shall effect the Pre-Closing Reorganization.

(b) The Purchaser and the Companies shall work cooperatively and use commercially reasonable efforts to prepare, before the Closing Date, all documentation necessary and do such other acts and things as are necessary to give effect to the Pre-Closing Reorganization.

10.03 The Companies' Deliveries at Closing

At or before the Closing Time, the Companies shall deliver or cause to be delivered to the Purchaser the following:

(a) a true copy of the Vesting Order, as issued and entered by the Court, which shall be a final order that has not been appealed, set aside, varied or stayed within the applicable appeal period, or if either the Vesting Order has been appealed within the applicable appeal period or if any motion has been commenced to set aside, vary or stay the Vesting Order, all such appeals and motions shall have been finally dismissed;

(b) any balance of the Deposit after the Cure Costs Reserve and Priority Payments have been satisfied;

(c) share certificates representing the New Common Shares;

(d) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Companies contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that Companies have performed in all material respects the covenants to be performed by it prior to the Closing Time;

(e) written confirmation of the due incorporation and organization of ResidualCo on the terms set forth herein;

(f) evidence that the Consolidation and Cancellation has been completed including a copy of the filed articles of amendment thereof; and

(g) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

10.04 Purchaser's Deliveries at Closing

At or before the Closing Time, the Purchaser shall deliver or cause to be delivered to the Companies (or to the Monitor, as applicable), the following:

(a) the Cash Consideration, if applicable;

(b) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time; and

(c) such other agreements, documents and instruments as may be reasonably required by the Companies to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

10.05 Simultaneous Transactions

All actions taken and transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence set forth in the Implementation Steps and the Vesting Order (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

ARTICLE XI
CLOSING CONDITIONS

11.01 Conditions for the Benefit of the Purchaser and the Companies

The respective obligations of the Purchaser and the Companies to consummate the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions:

(a) No Law: No provision of any Applicable Law and no judgment, injunction or Order preventing or otherwise frustrating the consummation of the purchase of the New Common Shares or any of the other transactions pursuant to this Agreement shall be in effect;

(b) Vesting Order: The Court shall have granted the Vesting Order in form and substance satisfactory to each of the Purchaser and the Companies, in their sole discretion, substantially in the form attached hereto as Schedule 1.01(zzz).

(c) Transaction Regulatory Approvals: The Companies shall have received all required Transaction Regulatory Approvals, and all required Transaction Regulatory Approvals shall be in full force and effect, except for Transaction Regulatory Approvals that need not be in full force and effect prior to Closing.

(d) Servus Refinancing: By no later than August 25, 2026, Servus and the Purchaser shall have entered into a binding commitment letter with respect to the Servus Refinancing and shall have provided written evidence of same to the Companies and the Monitor.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Companies and the Purchaser. Any condition in this Section 11.01 may be waived by the Companies and the Purchaser, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver will be binding on the Companies or the Purchaser, as applicable, only if made in writing.

11.02 Conditions for the Benefit of Purchaser

The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver by the Purchaser of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Purchaser):

(a) Performance of Covenants: The covenants contained in this Agreement to be performed or complied with by the Companies at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time;

(b) No Breach of Representations and Warranties: Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Article VI shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.

(c) No Material Adverse Effect: Since the date hereof, no change effect, event, occurrence, state of facts or development shall have occurred that resulted in, or would reasonably be expected to result in, a Material Adverse Effect;

(d) The Companies' Deliverables: The Companies shall have delivered to the Purchaser all of the deliverables contained in Section 10.03 in form and substance reasonably satisfactory to Purchaser;

(e) Implementation Steps: The Companies shall have completed the Pre-Closing Reorganization and Implementation Steps that are required to be completed prior to Closing, in form and substance reasonably acceptable to Purchaser, acting reasonably;

(f) Terminated Employees: The applicable Companies shall have terminated the employment of the Terminated Employees, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of or damages in lieu of, statutory notice, termination payments, severance, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant the Vesting Order, shall be assigned and transferred as against the applicable member of the Applicants to and assumed by ResidualCo.

(g) ResidualCo.: Pursuant to the Vesting Order: (i) all Excluded Assets and Excluded Liabilities shall have been transferred to ResidualCo or discharged, (ii) the Excluded Liabilities shall have attached to the Excluded Assets and the proceeds from the Purchase Price, and (iii) the Companies, their Business and property shall have been released and forever discharged of all Claims and Encumbrances (other than Retained Liabilities, if any) such that, from and after Closing the Business and property of the Companies shall exclude the Excluded Assets and shall not be subject to any Excluded Liabilities.

(h) CCAA Proceeding: Upon Closing, the CCAA Proceeding shall have been terminated in respect of the Applicants, their Business and property, as set out in the Vesting Order, but, for greater certainty, shall continue in respect of ResidualCo.

(i) Disclaim Excluded Contracts: the Companies shall have sent notices of disclaimer for all such known Excluded Contracts and other agreements, and such known Excluded Contracts shall form part of the Excluded Assets.

11.03 Conditions for the Benefit of the Companies

The obligation of the Companies to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver where applicable by the Companies of, at or prior to the Closing Time unless otherwise specified, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Companies):

(a) Performance of Covenants: The covenants contained in this Agreement to be performed by the Purchaser at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;

(b) No Breach of Representations and Warranties: Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Article VII shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.

(c) Purchaser Deliverables: The Purchaser shall have delivered to the Companies all of the deliverables contained in Section 10.04 in form and substance satisfactory to the Companies.

11.04 Monitor's Certificate

As soon as practicable following the Closing Time, the Monitor shall file a copy of the Monitor's Certificate with the Court and shall provide a copy of the Monitor's Certificate to the Purchaser and the Companies. The Parties hereby acknowledge and agree that the Monitor will be entitled to file the Monitor's Certificate with the Court, without independent investigation, upon receiving written confirmation from the Companies and the Purchaser in form and substance satisfactory to the Monitor that all conditions to Closing have been met or waived, and the Monitor will have no liability to the Purchaser, the Companies or any other Person as a result of filing the Monitor's Certificate in accordance with this Section 11.04.

ARTICLE XII
INSOLVENCY PROVISIONS

12.01 Court Orders and Related Matters

(a) From and after the date of this Agreement and until the Closing Date, the Companies shall deliver to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, and other papers to be filed or submitted by any member of the Applicants in connection with or related to this Agreement, including with respect to the Vesting Order, for Purchaser's prior review at least two (2) days in advance of service and filing of such materials (or where circumstances make it impracticable to allow for two (2) days' review, with as much opportunity for review and comment as is practically possible in the circumstances). The Companies acknowledges and agrees (i) that any such pleadings, motions, notices, statements, applications, schedules, or other papers shall be in form and substance satisfactory to the Purchaser, acting reasonably, and (ii) to consult and cooperate with the Purchaser regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.

(b) Notice of the motions seeking the issuance of the Vesting Order shall be served or be caused to be served by the Companies on all persons required to receive notice under Applicable Law and the requirements of the CCAA, the Court, and any other Person determined necessary by the Companies or Purchaser, acting reasonably.

(c) If the Vesting Order relating to this Agreement is appealed or a motion for leave to appeal, rehearing, re-argument or reconsideration is filed with respect thereto, the Companies agrees (subject to the available liquidity of the Companies) to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.

(d) The Companies acknowledge and agree that the Vesting Order shall provide that, in addition to all other relief contemplated therein, on the Closing Date and concurrently with the Closing, the New Common Shares shall be transferred to Purchaser free and clear of all Encumbrances, other than Permitted Encumbrances.

ARTICLE XIII
TERMINATION

13.01 Termination

This Agreement may be terminated on or prior to the Closing Date as follows:

(a) by the mutual written agreement of the Companies and the Purchaser;

(b) by either Party upon written notice to the other Party:

(i) if this Agreement is not the Successful Bid or the Back-Up Bid (as determined pursuant to the SISP); or this Agreement is the Back-Up Bid and the transaction contemplated by the Successful Bid is closed;

(ii) if Closing has not occurred on or before the Outside Date, provided that the terminating Party is not in breach of any representation, warranty, or covenant in this Agreement that would prevent the satisfaction of the conditions in Article XI on or before the Outside Date;

(iii) if at any time after the date hereof any of their applicable conditions in Article XI are not capable of being satisfied by the applicable dates required in Article XI of this Agreement or if not otherwise required, by the Outside Date;

(iv) upon the termination, dismissal or conversion of the CCAA Proceeding;

(v) upon dismissal of the motion for the Vesting Order (or if any such order is stayed, vacated or varied without the consent of Purchaser); or

(vi) if a court of competent jurisdiction, including the Court or a Governmental Authority has issued an Order or taken any other action to restrain, enjoin or otherwise prohibit the consummation of closing of the Transactions and such Order or action has become a final Order;

(c) by Purchaser upon written notice to the Companies:

(i) upon the appointment of a receiver, trustee in bankruptcy or similar official in respect of any member of the Applicants or any of the property of any member of the Applicants, other than with the prior written consent of Purchaser;

(ii) if there has been a breach by the Companies of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 11.01 or Section 11.02, as applicable, by the Outside Date and such breach has not been waived by Purchaser or cured within ten (10) Business Days after receipt of written notice thereof from Purchaser, unless Purchaser is in breach of its obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 11.01 or Section 11.03, as applicable, by the Outside Date; or

(d) by the Companies upon written notice to the Purchaser, if there has been a breach by Purchaser of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 11.01 or Section 11.03, as applicable, by the Outside Date, and such breach has not been waived by the Companies or cured within ten (10) Business Days after written notice thereof from the Companies, unless the Companies are in breach of their obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 11.01 or Section 11.02, as applicable, by the Outside Date;

13.02 Effect of Termination.

(a) If this Agreement is terminated pursuant to:

(i) Section 13.01(d), the Deposit shall be forfeited to the Monitor as liquidated damages. The parties agree that the actual damages likely to result from such breach would be difficult to ascertain at the time of entering into this Agreement, and that the Deposit represents a genuine pre-estimate of such damages; and

(ii) for any other reason, the Deposit shall be returned by the Monitor to the Purchaser or as the Purchaser may otherwise direct, without interest or deduction.

(b) Subject to Section 13.02(a), if this Agreement is terminated pursuant to Section 13.01, all further obligations of the Parties under this Agreement will terminate, and no Party will have any liability or further obligations hereunder. Notwithstanding anything to the contrary in this Agreement: (a) this Section 13.02, Section 14.10 Section 14.11, and Section 14.13 shall survive termination of this Agreement, and (b) termination of this Agreement shall relieve any Party of any liability for any wilful breach by it of this Agreement.

ARTICLE XIV GENERAL MATTERS

14.01 Access to Books and Records

For a period of five years from the Closing Date or for such longer period as may be reasonably required for ResidualCo (or any trustee in bankruptcy of the estate of ResidualCo) to comply with Applicable Law, the Purchaser shall cause the Companies to retain all original books and records. So long as any such books and records are retained by the Applicants pursuant to this Agreement, ResidualCo (and any representative, agent, former director or officer of the Applicants or trustee in bankruptcy of the estate of ResidualCo, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Applicants.

14.02 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Companies and the Purchaser.

14.03 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the Parties, and set out all the covenants, promises, warranties, representations, conditions and agreements among the Parties in connection with the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral among the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

14.04 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with the Transactions or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

14.05 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

14.06 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any Claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the Court for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 14.13 shall be deemed effective service of process on such Party.

14.07 Further Assurances

As reasonably required by a Party in order to effectuate the transactions contemplated by this Agreement, the Purchaser and the Companies shall execute and deliver at (and after) the Closing such other documents, and shall take such other actions, as are necessary or appropriate, to implement and make effective the transactions contemplated by this Agreement.

14.08 Public Notices

No press release or other announcement concerning the transactions contemplated by this Agreement shall be made by the Companies or the Purchaser without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 14.08, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceeding) or by any stock exchange on which any of the securities of such Party or any of its Affiliates are listed, or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing: (a) this Agreement may be filed by the Companies: (i) with the Court; and (ii) on its profile on www.sedar.com; and (b) the transactions contemplated in this Agreement may be disclosed by the Companies to the Court. The Parties further agree that:

(a) the Monitor may prepare and file reports and other documents with the Court containing references to the transactions contemplated by this Agreement and the terms of such transactions; and

(b) the Companies, the Purchaser and their respective professional advisors may prepare and file such motions, affidavits, materials, reports and other documents with the Court containing references to the transactions contemplated by this Agreement and the terms of such transactions as may reasonably be necessary to complete the transactions contemplated by this Agreement or to comply with their obligations in connection therewith.

14.09 Survival

None of the representations, warranties and covenants of any of the Parties set forth in this Agreement or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the transactions contemplated hereby shall survive the Closing. Notwithstanding the foregoing, the following covenants shall survive Closing and remain in full force and effect: Article II, Article III, Article XII, and Article XIV.

14.10 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, security holder, Affiliate, agent, lawyer or representative of the respective Parties, in such capacity, shall have any liability for any obligations or liabilities of the Purchaser or the Companies, as applicable, under this Agreement, or for any Claims based on, in respect of or by reason of the transactions contemplated hereby.

14.11 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of each of the other Parties, except that the Purchaser may assign this Agreement or any or all of its rights and obligations hereunder to one or more of its Affiliates or nominee(s), provided that no such assignment or direction shall relieve the Purchaser of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

14.12 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties, their Affiliates and their respective successors and permitted assigns, including for greater certainty, ResidualCo. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any other Person not a Party to this Agreement.

14.13 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (a) the date of personal delivery; (b) the date of transmission by email, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); (c) two (2) days after deposit with a nationally-recognized courier or overnight service; or (d) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

If to Purchaser at:

2208318 Alberta Ltd.
Attention: Travis McIntyre
Email: sspipelinetravis@hotmail.com

With a copy to:

MLT Aikins LLP
2100 222 3 Ave SW
Calgary, AB T2P 0B4

Attention: Chris Nyberg
Email: cnyberg@mltaikins.com

If to the Companies at:

Thornton Grout Finnigan LLP
Toronto-Dominion Centre
Suite 3200, 100 Wellington Street West
Toronto, ON M5K 1K7

Attention: Mitch Grossell
Derek Harland
Andrew Nesbitt

Email: mgrossell@tgf.ca
dharland@tgf.ca
anesbitt@tgf.ca

With a copy to the Monitor:

FTI Consulting Canada Inc.
TD South Tower
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Jeffrey Rosenberg
Kamran Hamidi

Email: Jeffrey.Rosenberg@fticonsulting.com
kamran.hamidi@fticonsulting.com

With a copy to:

Fasken Martineau DeMoulin LLP
First Canadian Centre
350 7th Avenue SW
Calgary, AB T2P 3N9

Attention: Jessica Cameron
Dylan Chochla

Email: jcameron@fasken.com
dchochla@fasken.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

14.14 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, an executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation that all such funds have been received. Upon such confirmation being given, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

14.15 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA or any Order of the Court in the CCAA Proceeding, the Companies and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Applicants and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever as Monitor.

14.16 Counterparts; Electronic Signatures

This Agreement may be signed in counterparts and each counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by electronic signature which, for all purposes, shall be deemed to be an original signature.

[Signature pages to follow]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

CANADABIS CAPITAL INC.

Signed by:

By: ______________________________
9716539960974DA...

Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

STIGMA PHARMACEUTICALS INC.

Signed by:

By: ______________________________
9716539960974DA...

Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

1998643 ALBERTA LTD.

Signed by:

By: ______________________________
9716539960974DA...

Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

FULL SPECTRUM LABS LTD.

Signed by:

By: ______________________________
9716539960974DA...

Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

2103157 ALBERTA LTD.

Signed by:

By: ______________________
9716539960974DA...

Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

2208318 ALBERTA LTD.

DocuSigned by:

By: ______________________
1B4DF5CBF413489...

Name: Travis McIntyre
Title: Authorized Signatory

Schedule 1.01(xx)
Permitted Encumbrances

For greater certainty, only the following are Permitted Encumbrances:

PERSONAL PROPERTY REGISTRATIONS

1998643 ALBERTA LTD.

Secured Party	*Registration Number*
CONNECT FIRST CREDIT UNION LTD.	21070707449
2208318 ALBERTA LTD.	25032515948

2103157 ALBERTA LTD.

Secured Party	*Registration Number*
CONNECT FIRST CREDIT UNION LTD.	21070707067

CANADABIS CAPITAL INC.

Secured Party	*Registration Number*
CONNECT FIRST CREDIT UNION LTD.	21070707100
CONNECT FIRST CREDIT UNION LTD.	21071328733

FULL SPECTRUM LABS LTD.

Secured Party	*Registration Number*
CONNECT FIRST CREDIT UNION LTD.	21070707235

STIGMA PHARMACEUTICALS INC.

Secured Party	*Registration Number*
CONNECT FIRST CREDIT UNION LTD.	21070707502

LAND TITLES REGISTRATIONS

Owner: 1998643 Alberta Ltd.
Title: 192 256 269
LEGAL DESCRIPTION
PLAN 0820855
BLOCK 1
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.32 HECTARES (8.2 ACRES) MORE OR LESS

Registration Number	*Particulars*	*Registrant*
082 054 092	CAVEAT: UTILITY RIGHT OF WAY	RED DEER COUNTY.
082 054 093	CAVEAT: UTILITY RIGHT OF WAY	RED DEER COUNTY
082 054 094	CAVEAT: UTILITY RIGHT OF WAY	RED DEER COUNTY.
182 313 411	CAVEAT RE : AGREEMENT CHARGING LAND	FORTISALBERTA INC.
212 201 497	MORTGAGE	CONNECT FIRST CREDIT UNION LTD.
212 201 498	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES	CONNECT FIRST CREDIT UNION LTD.
212 201 499	POSTPONEMENT	CONNECT FIRST CREDIT UNION LTD.

252 141 021	MORTGAGE MORTGAGEE - 2208318 ALBERTA LTD.	2208318 ALBERTA LTD.

Owner: 2103157 ALBERTA LTD.
Title: 192 045 918
LEGAL DESCRIPTION
PLAN 1421970
BLOCK 8
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

Registration Number	*Particulars*	*Registrant*
912 313 091	UTILITY RIGHT OF WAY	CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
132 289 573	CAVEAT: UTILITY RIGHT OF WAY	FORTISALBERTA INC.
142 071 020	CAVEAT: UTILITY RIGHT OF WAY	FORTISALBERTA INC.
142 115 823	EASEMENT	MRMA COMMERCIAL REAL ESTATE HOLDINGS LTD.
212 201 519	MORTGAGE	CONNECT FIRST CREDIT UNION LTD.
212 201 520	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES	CONNECT FIRST CREDIT UNION LTD.

Schedule 1.01(xxx)
Form of Vesting Order

(Attached)

Schedule 2.03
Excluded Assets

The assets set out in Section 2.03.

Schedule 2.03(a)(i)
Excluded Contracts

The following contracts are Excluded Contracts and are not being assumed by the Purchaser:

- Ford Credit Retail Installment Contract between Ford Credit Canada Company and 199 dated March 25, 2025 regarding a 2025 Ford F350 Superduty Serial No. 1FT8W3BM1SEC15380 and all related documents, instruments and other agreements.

- Conditional Sales Contract between Royal Bank of Canada, 199 and MB Country Hills Ltd. dated February 16, 2023 regarding 2018 Mercedes Benz G63 AMG Serial No. 4JGDF7FE2JB120590 and Application No. 73338357 and all related documents, instruments and other agreements.

- All lease contracts between 199, Zone 3 Business Solutions Inc. and RCAP Leasing (as applicable) and all related documents, schedules, instruments and other agreements, including without limitation Lease Contract 69296

- Master Lease Agreement 2022-0301 dated October 25, 2022 between NFS Leasing Canada Ltd. and 199, the deferral agreement dated August 19, 2025 and all related documents, schedules, instruments and other agreements, including without limitation the Security Agreement dated March 22, 2023

- Lease Agreement between NFS Leasing Canada Ltd., 199 and Korber Technologies GmbH (as applicable) dated March 22, 2023 and all related documents, schedules, instruments and other agreements

Schedule 2.03(a)(i)
Retained Assets

The following are Retained Assets:

- All cash on Closing other than the Administrative Expense Reserve
- 2025 Ford F350 Superduty Serial No. 1FT8W3BM1SEC15380
- 2018 Mercedes Benz G63 AMG Serial No. 4JGDF7FE2JB120590
- Production Line 4, CANTOS no. 4
- All photocopier equipment, including without limitation. All Epson New TM-C7500Gs, Serial Nos. WBWF004467 and WBWF004468

Schedule 2.04
Retained Liabilities

The liabilities set out in Section 2.04.

Schedule 2.05
Excluded Liabilities

All liabilities of the Applicants other than the Retained Liabilities. Without limiting the foregoing, and on a non-exhaustive basis, the following are specific Excluded Liabilities that are channelled to and assumed by ResidualCo and are not retained by the Applicants:

1. all pre-filing cannabis excise duty owing to the Canada Revenue Agency together with all related interest and penalties;

2. all indebtedness and claims in respect of the Applicants' convertible debentures (principal, accrued interest and related claims);

3. all Tax obligations (income, GST/HST, payroll, withholding, sales and property Taxes) and all related interest and penalties arising or attributable to a period on or prior to the Filing Date;

4. all trade payables, accounts payable and unsecured claims arising on or prior to the Filing Date;

5. all litigation, actions, proceedings and contingent or unliquidated claims arising from facts, acts or omissions on or prior to the Filing Date (whether known or unknown);

6. all obligations under Excluded Contracts and any cure costs associated therewith;

7. all Equity Interests other than as stated herein and shareholder/debentureholder claims;

8. all liabilities relating to the Excluded Assets and to Terminated Employees (other than as stated herein);

9. all Runway Indebtedness;

10. [redacted]; and

11. All amounts, if any, owing to FortisAberta Inc.or any assigns or successors

Schedule 5.01(c)
Implementation Steps

1. At least three (3) Business Days prior to the Closing Date, CanadaBis shall form ResidualCo in accordance with the terms contained herein, in form satisfactory to Purchaser, acting reasonably, and no such entity shall be a flow through entity for Canadian or U.S. tax purposes unless approved by Purchaser.

2. On the Closing Date, all employees deemed to be Terminated Employees pursuant to Section 9.09(c) will be terminated by the applicable Company, and all Employee Priority Claims shall be calculated to include such Terminated Employees and if not paid at the time of such termination by the applicable Company, shall be included in the calculation of the Priority Payments required to be paid by the Companies at Closing.

3. On the Closing Date, the Priority Payments shall be paid and satisfied from the funds on hand of the Applicants (and if required, the Deposit) in accordance with the Vesting Order and Section 3.05 hereof.

4. At the Closing Time, the Closing shall take place in the following sequence:

   (a) Payment of Purchase Price: The Purchaser shall satisfy the Purchase Price in accordance with Section 3.02.

   (b) Reverse Vesting: The Applicants shall be deemed to transfer to, and vest in, ResidualCo the Excluded Assets and the Excluded Liabilities, in accordance with the Vesting Order and Sections 4.01 and 4.02 of this Agreement.

   (c) Vesting: The Applicants shall be deemed to transfer to, and vest in, the Purchaser or its permitted assigns the Vested Assets, in accordance with the Vesting Order and Section 4.03 of this Agreement.

   (d) Issuance of New Common Shares and Treatment of Existing Shares. The issuance of New Common Shares, the Consolidation and Cancellation, and the extinguishing of any and all existing Equity Interests of the Companies (other than the Post-Consolidation Shares) shall each take place in the order and manner set forth in Article 2 and in accordance with the Vesting Order.

   (e) Encumbrances. All Encumbrances (other than the Permitted Encumbrances) shall be discharged as against the Applicants, the Retained Assets and Vested Assets pursuant to the Vesting Order.

   (f) Discharge. The Applicants shall cease to be applicants in the CCAA Proceeding.

Schedule 10.02
Pre-Closing Reorganization

[**NTD: Purchaser to update.**]

Schedule 11.01(c)
Transaction Regulatory Approvals to be Obtained Prior to the Closing Time

1) Any approval required prior to closing of the Transactions under Alberta Cannabis Laws. For the purposes hereof "Alberta Cannabis Laws" shall mean the *Alberta Gaming. Liquor and Cannabis Act,* R.S.A. 2000, c. G-1, as amended, the *Alberta Gaming. Liquor and Cannabis Regulation,* Alta. Reg. 143/996, as amended*,* the *Cannabis Act*, S.C. 2018, c. 16 (Canada), and any other applicable governing legislation and the regulations thereunder, and standards established pursuant thereto, all as may be amended, supplemented or replaced from time to time and those which regulate the use, licensing, sale or distribution of Cannabis (in various forms), cannabinoid product, accessory or paraphernalia commonly associated with Cannabis and/or related cannabinoid products.