

COURT FILE NUMBER 2601-07007
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



GPAS 389018231

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.

PLAINTIFF(S)/APPLICANTS CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.

DOCUMENT **APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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Telephone: 416-304-1616
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NOTICE TO THE RESPONDENT(S): See attached Service List at Schedule “A”

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

Date: April 27, 2026
Time: 2:00 p.m. (MST)
Where: Calgary Law Courts via WebEx Virtual Courtroom 60
<https://albertacourts.webex.com/meet/virtual.courtroom60>
Before: The Honourable Justice Jones

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

Basis for this Claim:

I. REMEDY SOUGHT:

1. The applicants, CanadaBis Capital Inc. (“**CanadaBis**”), Stigma Pharmaceuticals Inc. (“**Stigma Pharmaceuticals**”), 2103157 Alberta Ltd. (“**210**”), Full Spectrum Labs Ltd. (“**Full Spectrum**”), and 1998643 Alberta Ltd. (“**199**”, and together with CanadaBis, Stigma Pharmaceuticals, 210, and Full Spectrum, the “**Applicants**”) bring this Application for an Amended and Restated Initial Order (the “**ARIO**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) substantially in the form attached at **Schedule “B”**, amending and restating the Initial Order (the “**Initial Order**”) granted by the Honourable Justice Armstrong in the within proceeding on April 17, 2026, that, among other things:
 - (a) abridges the time for service of this Application and declares that it is properly returnable on the day heard, if necessary, and dispenses with further service of this Application to any other party, other than to those listed on the Service List attached hereto as **Schedule “A”**;
 - (b) extends the stay of proceedings granted in respect of the Applicants and their directors and officers up to and including June 11, 2026;
 - (c) authorizes the Applicants to pay reasonable expenses incurred by them in operating their business in the ordinary course, including making payment of obligations owing in respect of goods and services supplied to the Applicants prior to the date of the Initial Order by critical vendors to the extent required to

ensure ongoing supply of critical goods and services, subject to prior approval by the Monitor, up to a maximum aggregate amount of \$290,000;

- (d) increases the quantum of the following charges against the Property:
 - (i) the “**Administration Charge**” up to the maximum amount of \$375,000; and
 - (ii) the “**D&O Charge**” up to the maximum amount of \$2,900,000;
- (e) elevates the priority of the Administration Charge and D&O Charge ahead of all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise in favour of any person (“**Encumbrances**”);
- (f) authorizes the Applicants to file a plan of compromise or arrangement;
- (g) prohibits any person from setting off any amounts that: (i) are or may become due to the Applicants in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due from the Applicants in respect of obligations arising on or after the date of the Initial Order; or (b) are or may become due from the Applicants in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due to the Applicants in respect of obligations arising on or after the date of the Initial Order, without the consent of the Applicants and the Monitor or further Order of this Court; and
- (h) such other relief as may be required to advance the Applicants’ restructuring efforts.

2. A redline comparison of the ARIO to the Initial Order is attached hereto at **Schedule “C”**. A redline comparison of the ARIO to the Alberta Model Order is attached hereto as **Schedule “D”**.

II. GROUNDS FOR MAKING THIS APPLICATION:

General

3. The Applicants are a vertically integrated cannabis company engaged in the cultivation, extraction, product development, and sale of cannabis and cannabis products.
4. Each of the Applicants are incorporated under the *Alberta Business Corporations Act*.
5. CanadaBis is the ultimate parent company of the Applicants, and wholly owns each of Stigma Pharmaceuticals, 210, and Full Spectrum. 199 is a wholly owned subsidiary of Stigma Pharmaceuticals.
6. The Applicants have suffered from financial difficulties in the past year driven primarily by a significant increase in market competition and a growing excise tax burden that the Applicants cannot pay in the ordinary course.
7. On March 25, 2026, 199 received a letter by regular mail from the CRA dated March 4, 2026, that demanded payment in full within 14 days of 199's outstanding excise tax liability in the amount of \$5,732,843 (the "**CRA Demand**"). The CRA Demand advised that failure to remit payment may result in legal action, including, among other things, the garnishment of bank accounts and seizure of assets. Upon receipt of the CRA Demand, a representative of the Applicants immediately engaged with the CRA to explore a solution but were advised that absent an agreed payment arrangement, enforcement action would be taken on or around April 17, 2026.
8. Unfortunately, the Applicants were not able to find additional capital to resolve their liquidity issues. The Applicants required urgent creditor protection pursuant to the CCAA and the associated stay of proceedings to provide the breathing room necessary to allow the Applicants to stabilize their operations and consider their restructuring options.
9. On April 17, 2026, the Applicants appeared before the Honourable Justice Armstrong and were granted the Initial Order, that among other things:
 - (a) declared that the Applicants are each a debtor company to which the CCAA applies;

- (b) granted a stay of proceedings in respect of the Applicants up to and including April 27, 2026 (the “**Initial Stay Period**”);
- (c) appointed FTI Consulting Canada Inc. (“**FTI**” or the “**Monitor**”) as the monitor of the Applicants in this CCAA proceeding;
- (d) granted the Applicants’ relief from certain securities law reporting obligations under federal, provincial and other applicable law until further order of the Court (the “**Securities Filings**”);
- (e) preserved the status quo of the Applicants’ Health Canada and cannabis excise tax licenses;
- (f) granted the Administration Charge in the initial amount of \$150,000 for the benefit of the Applicants’ counsel, the Monitor and the Monitor’s counsel, as security for the respective fees and disbursements of counsel to the Applicants, the Monitor, and the Monitor’s counsel relating to services rendered in respect of the CCAA proceeding;
- (g) granted the D&O Charge (together with the Administration Charge, the “**Charges**”) in the initial amount of \$900,000 for the benefit of the directors and officers of the Applicants; and
- (h) scheduled this comeback application.

III. AMENDED AND RESTATED INITIAL ORDER:

Extension of the Initial Stay Period

10. The Initial Stay Period expires on April 27, 2026. The Applicants require an extension of the Initial Stay Period up to and including June 11, 2026 to, among other things, provide the Applicants with time to develop and seek Court approval for a sale and investment solicitation process for the benefit of all stakeholders.
11. Absent continued CCAA protection, the Applicants do not have sufficient liquidity to continue normal course operations in light of the CRA Demand.

12. If the CRA took steps to seize the Applicants' assets or garnish their bank accounts, it would materially interrupt the Applicants' business and would likely result in a cessation of operations and a disorderly liquidation of the Applicants' assets which would cause significant loss to the Applicants and their stakeholders.
13. The cash flow forecast appended to the Pre-Filing Report of FTI ("**Cash Flow Forecast**") demonstrates that the Applicants will have sufficient liquidity during the proposed Initial Stay Period to continue this CCAA proceeding.
14. The Applicants have acted, and continue to act, in good faith and with due diligence during the course of this CCAA proceeding.
15. No creditor will suffer material prejudice as a result of the extension of the Initial Stay Period.
16. The Monitor supports the extension of the Initial Stay Period by the Applicants.

Priority and Increase to Court Ordered Charges

17. The Applicants seek the Court's approval of increases to the Charges, in the amounts and with the priorities set out below:
 - (a) the Administration Charge in the amount of \$375,000, ranking ahead of all other Encumbrances; and
 - (b) the D&O Charge in the amount of \$2,900,000, ranking ahead of all other Encumbrances, save and except for the Administration Charge.
18. The Administration Charge and D&O Charge in the Initial Order were limited to the amounts reasonably necessary for the Applicants' ordinary course operations during the Initial Stay Period granted under the Initial Order.
19. The Administration Charge is necessary to secure the professional services required to complete this CCAA proceeding and the D&O Charge is necessary to ensure the continued assistance and oversight of the Applicants' directors and officers. A successful

restructuring or sale of the Applicants will only be possible with the continued participation of the professionals and the directors and officers.

20. Without the Charges, it is unlikely that the beneficiaries thereof would assume the risks associated with the CCAA proceeding.
21. The quantum of the Charges were developed in consultation with the Monitor and the Monitor supports the proposed increases to, and priorities of, the Charges.
22. Notice has been provided to the secured creditors that would be affected by the Charges.

Critical Suppliers

23. The Applicants seek authorization to pay reasonable expenses incurred in the ordinary course of business, including certain pre-filing obligations owed to critical vendors, up to a maximum aggregate amount of \$290,000 and subject to the prior approval of the Monitor.
24. The Applicants, in consultation with the Monitor, have identified several key suppliers whose continued support is critical to preserving enterprise value. Payment of pre-filing obligations to these critical suppliers may be necessary to ensure the continuity of supply of essential goods and services required to maintain operations during this CCAA proceeding.
25. The requested relief is proportionate, targeted and essential to maintain the status quo throughout the duration of these CCAA proceedings. The relief is appropriately circumscribed by a monetary cap, developed in consultation with the Monitor, and requires approval from the Monitor for any such payments to be made.

No Pre-Filing and Post-Filing Set-Off

26. The Applicants request relief prohibiting any set-off between pre-filing and post-filing obligations, absent the consent of the Applicants and the Monitor, or further Order of this Court.

27. This relief preserves the integrity of the stay by preventing creditors from using set-off to recover pre-filing claims through post-filing obligations and avoids disruption to the Applicants' operations and cash flow.
28. This relief is also necessary to avoid practical and administrative challenges. Absent a clear prohibition, the Applicants would be required to monitor and reconcile pre- and post-filing obligations across counterparties, creating additional operational burden. The requested prohibition simplifies administration and allows the Applicants to manage cash flow and operations efficiently.

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

29. The First Affidavit of Travis McIntyre, sworn April 16, 2026, filed;
30. The Brief of Law and Book of Authorities of the Applicants dated April 16, 2026, filed;
31. The Brief of Law and Book of Authorities of the Applicants, to be filed;
32. The Pre-Filing Report of the Proposed Monitor, FTI Consulting Canada Inc., dated April 16, 2026, filed;
33. The First Report of the Monitor, to be filed; and
34. Such further and other materials as counsel for the Applicants or Proposed Monitor may advise and this Honourable Court may permit.

V. APPLICABLE RULES:

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

VI. APPLICABLE ACTS AND REGULATIONS:

36. The provisions of the CCAA, including without limitation, sections 2(1), 11, 11.02, 11.51, 11.52, and the inherent and equitable jurisdiction of this Honourable Court.
37. Such further and other Acts or regulations as counsel may advise and this Honourable Court may permit.

VII. ANY IRREGULARITY COMPLAINED OF OR OBJECTION RELIED ON:

38. None.

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

39. By WebEx videoconference before the Honourable Justice Jones on the Commercial List pursuant to the WebEx details enclosed hereto as **Appendix “1”**.

WARNING

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

Appendix "1" – WebEx Details

File #(s) : 2601-07007

Style of Cause: ITMO v. CONFIDENTIAL

Date/Duration:

Apr 27, 2026 2:00 PM

Total: 120 Minute(s)

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

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

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the Open Cisco Webex Meeting.
4. You will see a preview screen. Click on Join Meeting.

Key considerations for those attending:

1. Please connect to the courtroom 15 minutes prior to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. Note: Recording or rebroadcasting of the video is prohibited.
5. Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.

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

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

SCHEDULE "A"

Service List

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DOCUMENT **SERVICE LIST**

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Updated as of April 20, 2026

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SCHEDULE "B"

Draft Amended and Restated Initial Order

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2601-07007
COURT OF KING'S BENCH OF ALBERTA
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APPLICANT:

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DOCUMENT
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

AMENDED AND RESTATED INITIAL ORDER
THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
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Tel: 416-304-1616

Attn: **Mitchell W. Grossell / Derek Harland /
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anesbitt@tgf.ca

**DATE ON WHICH ORDER WAS
PRONOUNCED:**
**NAME OF JUDGE WHO MADE THIS
ORDER:**
LOCATION OF HEARING:

APRIL 27, 2026

THE HONOURABLE JUSTICE JONES

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 Originating Application, the Affidavit of Travis McIntyre sworn April 16, 2026, and the Exhibits thereto (the “**McIntyre Affidavit**”); **AND UPON** reviewing the Initial Order granted by Justice Armstrong in these proceedings on April 17, 2026; **AND UPON** reading the Pre-Filing Report of FTI Consulting Canada Inc. (the “**Monitor**”) dated April 16, 2026, and the First Report of the Monitor dated April [●], 2026; **AND UPON** reviewing the Affidavit of Service of Andrew Nesbitt sworn April 20, 2026, and being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application; **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

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPLICATION

2. The Applicants are each a company to which the *Companies’ Creditors Arrangement Act* of Canada (the “**CCAA**”) applies.

PLAN OF ARRANGEMENT

3. The Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

4. The Applicants shall:
 - (a) remain in possession and control of their current and future assets, licences, authorizations, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”);
 - (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property;
 - (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and

- (d) be entitled to continue to utilize the cash management system currently in place as described in the McIntyre Affidavit or replace it with another substantially similar cash management system (the “**Cash Management System**”) and that any present or future bank, credit union, or other financial institution providing the Cash Management System:
 - (i) shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System; (ii) shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System; and (iii) shall be, solely in its capacity as provider of the Cash Management System only, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System, on or after the date of this Order.
5. To the extent permitted by law, the Applicants shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:
- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, but not including any payments to former employees or retirees, or termination or severance payments, which are hereby stayed;
 - (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; and
 - (c) obligations and expenses for goods and services supplied to the Applicants prior to the date of this Order by vendors and suppliers that are deemed by the Applicants to be critical to ensure the continued operation or preservation of the Business or the Property, or the ongoing supply of critical goods and services to the Applicants, subject to prior approval by the Monitor, up to the maximum amount of \$290,000.
6. Except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the Applicants following the date of this Order.
7. The Applicants shall remit, in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
 - (i) employment insurance,
 - (ii) Canada Pension Plan, and
 - (iv) income taxes,but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;
 - (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order;
 - (c) any taxes, duties or other payments required under the Cannabis Legislation (as defined below) (collectively, "**Cannabis Taxes**"), but only where such Cannabis Taxes are accrued following the date of this Order; and
 - (d) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Applicants.
8. Except as specifically permitted in this Order, the Applicants are hereby directed, until further order of this Court:
- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the date of this Order;

- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and
- (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

9. The Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:
- (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding \$150,000 in any one transaction or \$1,000,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
 - (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
 - (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deems appropriate, in accordance with section 32 of the CCAA; and
 - (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,
- all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

10. Until and including June 11, 2026, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal or other forum (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall:
- (a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;
 - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
 - (c) prevent the filing of any registration to preserve or perfect a security interest;
 - (d) prevent the registration of a claim for lien; or
 - (e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment.
12. Nothing in this Order shall prevent any party from taking an action against the Applicants where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

13. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour or renew, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, licence, including the Licences (as defined herein), or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

14. During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or

- (b) oral or written agreements or arrangements with the Applicants, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility, agreements with licensed cannabis producers, processors, distributors, retailers, and other suppliers of cannabis or cannabis products, any equipment lease or rental agreement, or other services to the Business or the Applicants,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

15. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

16. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 12 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

17. The Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within

proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

18. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$2,900,000 as security for the indemnity provided in paragraph 17 of this Order. The Directors' Charge shall have the priority set out in paragraphs 29 and 31 herein.
19. Notwithstanding any language in any applicable insurance policy to the contrary:
 - (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
 - (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 17 of this Order.

APPOINTMENT OF MONITOR

20. FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs and the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
21. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
 - (a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;
 - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;
 - (c) advise the Applicants in the preparation of the Applicants' cash flow statements;
 - (d) advise the Applicants in its development of the Plan and any amendments to the Plan;

- (e) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
 - (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Applicants or to perform its duties arising under this Order;
 - (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
 - (h) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and
 - (i) perform such other duties as are required by this Order or by this Court from time to time.
22. The Monitor shall not occupy or take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of (or be deemed to take Possession of), or exercise (or be deemed to have exercised any rights of control over any activities in respect of the Property, including the Property for which a permit or licence is issued or required pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing, and distribution of cannabis or cannabis products, including, without limitation, under the *Cannabis Act*, S.C. 2018, c. 16, as amended, the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended, the *Criminal Code*, R.S.C. 1985, c. C-46, as amended, the *Excise Act, 2001*, S.C. 2002, c. 22, as amended, 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 *Ontario Cannabis Licence Act*, S.O. 2018, c. 12, Sched. 2, as amended, the *Ontario Cannabis Control Act*, S.O. 2017, c. 26, Sched. 1, as amended, the *Ontario Cannabis Retail Corporation Act*, 2017, S.O. 2017, c. 26, as amended, the *British Columbia Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, the *British Columbia Cannabis Distribution Act*, S.B.C. 2018, c. 28, *The Cannabis Control (Saskatchewan) Act*, S.S. 2018, c. C-2.111, as amended, the *Saskatchewan Cannabis Control (Saskatchewan) Regulations*, R.R.S. c. C-2.111 Reg. 1, the *Manitoba The Liquor, Gaming and Cannabis Control Act*, C.C.S.M. c. L153, as amended, the *Manitoba Cannabis Regulation*, M.R. 120/2018, as amended, the *Nova Scotia Cannabis Control Act*, S.N.S. 2018, c 3, as amended, the *Nova Scotia Cannabis Retail Regulations*, NS. Reg. 203/2019, the *Yukon Cannabis Control and Regulation Act*, S.Y. 2018, c. 4, as amended, the *Yukon Cannabis Control and Regulation*, YOIC. 2018/139, the *Yukon Cannabis Control and Regulation General Regulation*, YOIC. 2018/184, the *Yukon Cannabis Licensing Regulation*, YOIC.2019/43, the *Yukon Cannabis Remote Sales Regulation*, YOIC. 2022/29, the Northwest

Territories *Cannabis Legalization and Regulation Implementation Act*, S.N.W.T. 2018, c.6, as amended, the Nunavut *Cannabis Act*, S.Nu. 2018, c. 7, or such other applicable federal, provincial or other legislation or regulations (collectively, the “**Cannabis Legislation**”), and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof within the meaning of any Cannabis Legislation, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer within the meaning of any statute, regulation or rule of law or equity for any purpose whatsoever.

23. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.
24. The Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
25. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
26. The Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Applicants as part of the

costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a bi-weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor and counsel to the Applicants, retainers each in the respective amount of \$50,000, and a retainer to counsel for the Monitor in the amount of \$30,000, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

27. The Monitor and its legal counsel shall pass their accounts from time to time.
28. The Monitor, counsel to the Monitor, if any, and the Applicants' counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$375,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 29 and 31 hereof.

VALIDITY AND PRIORITY OF CHARGES

29. The priorities of the Administration Charge and the Directors' Charge (collectively, the "**Charges**") as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$375,000); and

Second – Directors' Charge (to the maximum amount of \$2,900,000).
30. The filing, registration or perfection of the Charges shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
31. Each of the Charges shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.
32. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that ranks in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, and the beneficiaries of the Directors' Charge and the Administration Charge, or further order of this Court.

33. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) thereunder shall not otherwise be limited or impaired in any way by:
- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
 - (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
 - (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
 - (d) the provisions of any federal or provincial statutes; or
 - (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which they are a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
 - (iii) the payments made by the Applicants pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

ALLOCATION

34. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various assets comprising the Property.

NO PRE-FILING VS POST-FILING SET OFF

35. No Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due from the Applicants in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Applicants in respect of obligations arising on

or after the date of this Order, each without the consent of the Applicants and the Monitor or further Order of this Court.

CORPORATE MATTERS

36. The requirement for any future annual general meeting of the shareholders of CanadaBis Capital Inc. is postponed during the pendency of these CCAA proceedings, and the time limit to call and hold such annual general meeting of shareholders is extended until after the conclusion of these CCAA proceedings, subject to further Order of this Court.

RELIEF FROM SECURITIES REPORTING AND FILING OBLIGATIONS

37. The decision by the Applicants to incur no further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the "**Securities Filings**") that may be required by any federal, provincial or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act* (Ontario), RSO 1990, c S.5 and comparable statutes enacted by other provinces of Canada, and the rules, regulations and policies of the Toronto Stock Exchange and TSX Venture Exchange (collectively, the "**Securities Legislation**"), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Applicants failing to make any Securities Filings required by the Securities Legislation.
38. None of the directors, officers, employees, or other representatives of the Applicants, nor the Monitor shall have any personal liability for any failure by the Applicants to make any Securities Filings required by the Securities Legislation during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this Order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the "**Regulators**") in the matter of regulating the conduct of market participants and to issue cease trade orders if and when required pursuant to applicable securities law. Further, nothing in this Order shall constitute or be construed as an admission by the Regulators that the court has jurisdiction over matters that are within the exclusive jurisdiction of the Regulators under the Securities Legislation.

“STATUS QUO” OF APPLICANTS’ LICENSE

39. The status quo in respect of the Applicants’ Health Canada licences and the cannabis excise license (collectively, the “**Licences**”) shall be preserved and maintained during the pendency of the Stay Period, including, without limitation, the Applicants ability to possess, test, produce, cultivate, and sell cannabis in the ordinary course under the Licences and the Applicants’ ability to order and affix Canada Revenue Agency excise stamps.

SERVICE AND NOTICE

40. The Monitor shall (i) without delay, publish in the *Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.
41. The Monitor shall establish a case website in respect of the within proceedings at <https://cfcanada.fticonsulting.com/CanadaBis> (the “**Monitor's Website**”).
42. The Applicants and, where applicable, the Monitor and their respective counsel are at liberty to serve this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, recorded mail, courier, personal delivery or electronic transmission to the Applicants’ creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail or recorded mail, on the seventh day after mailing. Any person that wishes to be served with any application and other materials in these proceedings must deliver to the Applicants or the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the “**Service List**”) to be maintained by the Monitor.
43. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's Website.

GENERAL

44. 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.
45. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
46. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Applicants, the Business or the Property.
47. 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.
48. 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.
49. Any interested party (including the Applicants or the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
50. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

SCHEDULE "C"

**Comparison of Draft Amended and Restated Initial Order to the Initial Order Granted by Justice
Armstrong on April 17, 2026**

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2601-07007
COURT OF KING'S BENCH OF ALBERTA
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

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

AMENDED AND RESTATED INITIAL ORDER

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DATE ON WHICH ORDER WAS
PRONOUNCED:

APRIL ~~17~~27, 2026

NAME OF JUDGE WHO MADE THIS
ORDER:

THE HONOURABLE JUSTICE
~~ARMSTRONG~~JONES

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 Originating Application, the Affidavit of Travis McIntyre sworn April 16, 2026, and the Exhibits thereto (the “**McIntyre Affidavit**”); **AND UPON** reviewing the Initial Order granted by Justice Armstrong in these proceedings on April 17, 2026; AND UPON reading the ~~consent of the proposed monitor, Pre-Filing Report of~~ FTI Consulting Canada Inc. (the “~~Proposed Monitor~~”) ~~to act as Monitor (the “Monitor”)~~ **Monitor**) dated April 16, 2026, and the First Report of the Monitor dated April [●], 2026; **AND UPON** reviewing the Affidavit of Service of Andrew Nesbitt sworn April 20, 2026, and being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application; **AND UPON** hearing counsel for the Applicants, counsel for the ~~Proposed~~ Monitor and those other parties attending at the hearing of this ~~Application; AND UPON reading the Pre-Filing Report of the Proposed Monitor;~~ motion, **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPLICATION

2. The Applicants are each a company to which the *Companies’ Creditors Arrangement Act* of Canada (the “**CCAA**”) applies.

PLAN OF ARRANGEMENT

3. The Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

4. ~~3.~~ The Applicants shall:
 - (a) remain in possession and control of their current and future assets, licences, authorizations, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”);
 - (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property;
 - (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively

“**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and

- (d) be entitled to continue to utilize the cash management system currently in place as described in the McIntyre Affidavit or replace it with another substantially similar cash management system (the “**Cash Management System**”) and that any present or future bank, credit union, or other financial institution providing the Cash Management System: (i) shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System; (ii) shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System; and (iii) shall be, solely in its capacity as provider of the Cash Management System only, an unaffected creditor under any Plan ~~of Compromise or Arrangement~~ with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System, on or after the date of this Order.

5. ~~4.~~ To the extent permitted by law, the Applicants shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; ~~and~~, but not including any payments to former employees or retirees, or termination or severance payments, which are hereby stayed;
- (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; ~~and~~ and
- (c) obligations and expenses for goods and services supplied to the Applicants prior to the date of this Order by vendors and suppliers that are deemed by the Applicants to be critical to ensure the continued operation or preservation of the Business or the Property, or the ongoing supply of critical goods and services to the Applicants, subject to prior approval by the Monitor, up to the maximum amount of \$290,000.

6. ~~5.~~ Except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

7. ~~6.~~ The Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
 - (i) employment insurance,
 - (ii) Canada Pension Plan, and
 - (iv) income taxes,

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order;
- (c) any taxes, duties or other payments required under the Cannabis Legislation (as defined below) (collectively, "**Cannabis Taxes**"), but only where such Cannabis Taxes are accrued following the date of this Order; and
- (d) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are

entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Applicants.

8. ~~7.~~ Except as specifically permitted in this Order, the Applicants are hereby directed, until further order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the date of this Order;
- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and
- (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

9. The Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding \$150,000 in any one transaction or \$1,000,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
- (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deems appropriate, in accordance with section 32 of the CCAA; and
- (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

10. ~~8.~~ Until and including ~~April 27~~ June 11, 2026, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal or other forum (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. ~~9.~~ During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall:

- (a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;
- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
- (c) prevent the filing of any registration to preserve or perfect a security interest;
- (d) prevent the registration of a claim for lien; or
- (e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment.

12. ~~10.~~ Nothing in this Order shall prevent any party from taking an action against the Applicants where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

13. ~~11.~~ During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour or renew, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, licence, including the Licences (as defined herein), or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

14. ~~12.~~ During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Applicants, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility, agreements with licensed cannabis producers, processors, distributors, retailers, and other suppliers of cannabis or cannabis products, any equipment lease or rental agreement, or other services to the Business or the Applicants,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

15. ~~13.~~ Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

16. ~~14.~~ During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph ~~10~~12 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

17. ~~15.~~ The Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

18. ~~16.~~ The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$~~900,000~~,2,900,000 as security for the indemnity provided in paragraph ~~15~~17 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~27 and~~ 29 and 31 herein.

19. ~~17.~~ Notwithstanding any language in any applicable insurance policy to the contrary:

- (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
- (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~15~~17 of this Order.

APPOINTMENT OF MONITOR

20. ~~18.~~ FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs and the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material

steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

21. ~~19.~~ The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;
- (c) advise the Applicants in the preparation of the Applicants' cash flow statements;
- (d) [advise the Applicants in its development of the Plan and any amendments to the Plan;](#)
- (e) [assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;](#)
- (f) ~~(e)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Applicants or to perform its duties arising under this Order;
- (g) ~~(e)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (h) ~~(f)~~ hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and
- (i) ~~(g)~~ perform such other duties as are required by this Order or by this Court from time to time.

22. ~~20.~~ The Monitor shall not occupy or take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of (or be deemed to take Possession of), or exercise (or be deemed to have exercised any rights of control over any activities in respect of the Property, including the Property for which a permit or licence is issued or required pursuant to any provision of any federal, provincial or other law respecting, among other things, the

manufacturing, possession, processing, and distribution of cannabis or cannabis products, including, without limitation, under the *Cannabis Act*, S.C. 2018, c. 16, as amended, the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended, the *Criminal Code*, R.S.C. 1985, c. C-46, as amended, the *Excise Act, 2001*, S.C. 2002, c. 22, as amended, 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 *Ontario Cannabis Licence Act*, S.O. 2018, c. 12, Sched. 2, as amended, the *Ontario Cannabis Control Act*, S.O. 2017, c. 26, Sched. 1, as amended, the *Ontario Cannabis Retail Corporation Act*, 2017, S.O. 2017, c. 26, as amended, the *British Columbia Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, the *British Columbia Cannabis Distribution Act*, S.B.C. 2018, c. 28, *The Cannabis Control (Saskatchewan) Act*, S.S. 2018, c. C-2.111, as amended, the *Saskatchewan Cannabis Control (Saskatchewan) Regulations*, R.R.S. c. C-2.111 Reg. 1, the Manitoba *The Liquor, Gaming and Cannabis Control Act*, C.C.S.M. c. L153, as amended, the *Manitoba Cannabis Regulation*, M.R. 120/2018, as amended, the *Nova Scotia Cannabis Control Act*, S.N.S. 2018, c 3, as amended, the *Nova Scotia Cannabis Retail Regulations*, NS. Reg. 203/2019, the *Yukon Cannabis Control and Regulation Act*, S.Y. 2018, c. 4, as amended, the *Yukon Cannabis Control and Regulation*, YOIC. 2018/139, the *Yukon Cannabis Control and Regulation General Regulation*, YOIC. 2018/184, the *Yukon Cannabis Licensing Regulation*, YOIC.2019/43, the *Yukon Cannabis Remote Sales Regulation*, YOIC. 2022/29, the *Northwest Territories Cannabis Legalization and Regulation Implementation Act*, S.N.W.T. 2018, c.6, as amended, the *Nunavut Cannabis Act*, S.Nu. 2018, c. 7, or such other applicable federal, provincial or other legislation or regulations (collectively, the “**Cannabis Legislation**”), and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof within the meaning of any Cannabis Legislation, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer within the meaning of any statute, regulation or rule of law or equity for any purpose whatsoever.

23. ~~24.~~ Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this

Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.

24. ~~22.~~ The Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

25. ~~23.~~ In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

26. ~~24.~~ The Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a bi-weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor and counsel to the Applicants, retainers each in the respective amount of \$50,000, and a retainer to counsel for the Monitor in the amount of \$30,000, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

27. ~~25.~~ The Monitor and its legal counsel shall pass their accounts from time to time.

28. ~~26.~~ The Monitor, counsel to the Monitor, if any, and the Applicants' counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of ~~\$150,000~~\$375,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~27 and 29~~ and 31 hereof.

VALIDITY AND PRIORITY OF CHARGES

29. ~~27.~~—The priorities of the Administration Charge and the Directors' Charge (collectively, the “Charges”) as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$~~150,000~~375,000); and

Second – Directors' Charge (to the maximum amount of \$~~900,000~~2,900,000).

30. ~~28.~~—The filing, registration or perfection of the Charges shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

31. ~~29.~~—Each of the Charges shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, “Encumbrances”) in favour of any Person, ~~provided that the Charges shall rank subsequent to Encumbrances in favour of any Persons that have not been served with notice of this application. The Applicants and the beneficiaries of the Charges shall be entitled to seek priority ahead of such Encumbrances on notice to those parties at a subsequent hearing.~~

32. ~~30.~~—Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that ranks in priority to, or *pari passu* with, any of the Charges, unless the Applicants also ~~obtains~~obtain the prior written consent of the Monitor, and the beneficiaries of the Directors' Charge and the Administration Charge, or further order of this Court.

33. ~~31.~~—The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “Chargees”) thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
- (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or

- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:
- (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which they are a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
 - (iii) the payments made by the Applicants pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

ALLOCATION

34. ~~32.~~ Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various assets comprising the Property.

NO PRE-FILING VS POST-FILING SET OFF

35. No Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due from the Applicants in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Applicants in respect of obligations arising on or after the date of this Order, each without the consent of the Applicants and the Monitor or further Order of this Court.

CORPORATE MATTERS

36. ~~33.~~ The requirement for any future annual general meeting of the shareholders of CanadaBis Capital Inc. is postponed during the pendency of these CCAA proceedings, and the time limit to

call and hold such annual general meeting of shareholders is extended until after the conclusion of these CCAA proceedings, subject to further Order of this Court.

RELIEF FROM SECURITIES REPORTING AND FILING OBLIGATIONS

37. ~~34.~~ The decision by the Applicants to incur no further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the “**Securities Filings**”) that may be required by any federal, provincial or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act* (Ontario), RSO 1990, c S.5 and comparable statutes enacted by other provinces of Canada, and the rules, regulations and policies of the Toronto Stock Exchange and TSX Venture Exchange (collectively, the “**Securities Legislation**”), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Applicants failing to make any Securities Filings required by the Securities Legislation.

38. ~~35.~~ None of the directors, officers, employees, or other representatives of the Applicants, nor the Monitor shall have any personal liability for any failure by the Applicants to make any Securities Filings required by the Securities Legislation during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this Order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the “**Regulators**”) in the matter of regulating the conduct of market participants and to issue cease trade orders if and when required pursuant to applicable securities law. Further, nothing in this Order shall constitute or be construed as an admission by the Regulators that the court has jurisdiction over matters that are within the exclusive jurisdiction of the Regulators under the Securities Legislation.

“STATUS QUO” OF APPLICANTS’ LICENSE

39. ~~36.~~ The status quo in respect of the Applicants’ Health Canada licences and the cannabis excise license (collectively, the “**Licences**”) shall be preserved and maintained during the pendency of the Stay Period, including, without limitation, the Applicants ability to possess, test, produce, cultivate, and sell cannabis in the ordinary course under the Licences and the Applicants’ ability to order and affix Canada Revenue Agency excise stamps.

SERVICE AND NOTICE

40. ~~37.~~—The Monitor shall (i) without delay, publish in the *Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.
41. ~~38.~~—The Monitor shall establish a case website in respect of the within proceedings at <https://cfcanada.fticonsulting.com/CanadaBis> (the "**Monitor's Website**").
42. ~~39.~~—The Applicants and, where applicable, the Monitor and their respective counsel are at liberty to serve this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, recorded mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail or recorded mail, on the seventh day after mailing. Any person that wishes to be served with any application and other materials in these proceedings must deliver to the Applicants or the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor.
43. ~~40.~~—Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's Website.

COMEBACK HEARING-

~~41. The comeback hearing shall be heard on April 27, 2026.~~

GENERAL

44. ~~42.~~—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.
45. ~~43.~~—Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
46. ~~44.~~—Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Applicants, the Business or the Property.
47. ~~45.~~—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.
48. ~~46.~~—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.
49. ~~47.~~—Any interested party (including the Applicants or the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
50. ~~48.~~—This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

**Summary report:
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| Style name: Default Style | |
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| Changes: | |
| Add | 97 |
| Delete | 76 |
| Move From | 0 |
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| Table Insert | 0 |
| Table Delete | 0 |
| Table moves to | 0 |
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| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
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SCHEDULE "D"

Comparison of Draft Amended and Restated Initial Order to the Alberta Model Initial Order

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

[2601-07007](#)
COURT OF ~~QUEEN'S~~[KING'S](#) BENCH OF ALBERTA
● [CALGARY](#)

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, ~~as amended~~ [AS AMENDED](#)

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF ~~THE~~
~~DEBTOR(S)~~ [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.](#)

RESPONDENT(S):

DOCUMENT

~~ALBERTA TEMPLATE CCA~~ [AMENDED AND](#)
[RESTATED INITIAL ORDER](#)

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

[THORNTON GROUT FINNIGAN LLP](#)
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[100 Wellington Street West, Suite 3200](#)
[Toronto, Ontario M5K 1K7](#)
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~~[LAW FIRM NAME]~~

~~[Address]~~

~~[Address]~~

~~Solicitor: ●-~~

~~Telephone: ●-~~

~~Facsimile: ●-~~

~~Email: ●-~~

~~File Number: ●-~~ [Email: mgrossell@tgf.ca /](#)
[dharland@tgf.ca / anesbitt@tgf.ca](#)

DATE ON WHICH ORDER WAS

APRIL 27, 2026

PRONOUNCED:

NAME OF JUDGE WHO MADE THIS

THE HONOURABLE JUSTICE JONES

ORDER:

LOCATION OF HEARING:

CALGARY, ALBERTA

~~{*NOTE: DO NOT USE THIS ORDER AS A PRECEDENT WITHOUT REVIEWING
THE ACCOMPANYING EXPLANATORY NOTES.}~~

UPON the application of ~~[NAME] (the “Applicant~~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 Originating Application, the Affidavit of ~~●; and the Affidavit of Service of ● [if applicable], filed~~Travis McIntyre sworn April 16, 2026, and the Exhibits thereto (the “McIntyre Affidavit”); AND UPON reviewing the Initial Order granted by Justice Armstrong in these proceedings on April 17, 2026; AND UPON reading the ~~consent of [NAME] to act as~~Pre-Filing Report of FTI Consulting Canada Inc. (the “Monitor”) dated April 16, 2026, and the First Report of the Monitor dated April [●], 2026; AND UPON reviewing the Affidavit of Service of Andrew Nesbitt sworn April 20, 2026, and being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application ~~and either do not oppose or alternatively consent to the within Order [if applicable]~~; AND UPON hearing counsel for ~~●; AND UPON reading the Pre-Filing Report of [Monitor’s Name];~~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

1. The time for service of the notice of application for this order (the “Order”) is hereby abridged and deemed good and sufficient ~~[if applicable]~~ and this application is properly returnable today.

APPLICATION

2. The ~~Applicant is~~Applicants are each a company to which the *Companies’ Creditors Arrangement Act of Canada* (the “CCA”) applies.

PLAN OF ARRANGEMENT

3. The ~~Applicant~~Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the “Plan”).

POSSESSION OF PROPERTY AND OPERATIONS

4. The ~~Applicant~~Applicants shall:
 - (a) remain in possession and control of ~~its~~their current and future assets, licences, authorizations, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “Property”);
 - (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the “Business”) and Property;

- (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by ~~it~~them, with liberty to retain such further Assistants as ~~it deems~~they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and
 - (d) be entitled to continue to utilize the ~~central~~ cash management system currently in place as described in the McIntyre Affidavit ~~of [NAME] sworn [DATE]~~ or replace it with another substantially similar ~~central~~ cash management system (the “**Cash Management System**”) and that any present or future bank, credit union, or other financial institution providing the Cash Management System: (i) shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the ~~Applicant~~Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System; (ii) shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the ~~Applicant~~Applicants, pursuant to the terms of the documentation applicable to the Cash Management System; and (iii) shall be, solely in its capacity as provider of the Cash Management System only, an unaffected creditor under ~~the~~any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System. ~~]~~ ~~[See Explanatory Note]~~, on or after the date of this Order.
5. To the extent permitted by law, the ~~Applicant~~Applicants shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:
- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; ~~and~~, but not including any payments to former employees or retirees, or termination or severance payments, which are hereby stayed;
 - (b) the reasonable fees and disbursements of any Assistants retained or employed by the ~~Applicant~~Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; ~~and~~
 - (c) obligations and expenses for goods and services supplied to the Applicants prior to the date of this Order by vendors and suppliers that are deemed by the Applicants to be critical to ensure the continued operation or preservation of the Business or the Property,

or the ongoing supply of critical goods and services to the Applicants, subject to prior approval by the Monitor, up to the maximum amount of \$290,000.

6. Except as otherwise provided to the contrary herein, the ~~Applicant~~Applicants shall be entitled but not required to pay all reasonable expenses incurred by the ~~Applicant~~Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the ~~Applicant~~Applicants following the date of this Order.
7. The ~~Applicant~~Applicants shall remit, in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
 - (i) employment insurance,
 - (ii) Canada Pension Plan, and
 - ~~(iii) Quebec Pension Plan, and~~
 - (iv) income taxes,but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;
 - (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the ~~Applicant~~Applicants in connection with the sale of goods and services by the ~~Applicant~~Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; ~~and~~
 - (c) any taxes, duties or other payments required under the Cannabis Legislation (as defined below) (collectively, "**Cannabis Taxes**"), but only where such Cannabis Taxes are accrued following the date of this Order; and

- (d) ~~(e)~~ any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the ~~Applicant~~Applicants.

~~8. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicant may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicant from time to time for the period commencing from and including the date of this Order (“Rent”), but shall not pay any rent in arrears.~~

8. ~~9.~~ Except as specifically permitted in this Order, the ~~Applicant is~~Applicants are hereby directed, until further order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the ~~Applicant~~Applicants to any of ~~its~~their creditors as of the date of this Order;
- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of ~~its~~their Property; and
- (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

9. ~~10.~~ The ~~Applicant~~Applicants shall, subject to such requirements as are imposed by the CCAA- ~~[and such covenants as may be contained in the Definitive Documents (as hereinafter defined in paragraph [33]),]~~, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding ~~[\$]150,000~~ in any one transaction or ~~[\$]1,000,000~~ in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the ~~Applicant~~Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the

~~Applicant~~Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;

- (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor (~~as defined below~~)-or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the ~~Applicant~~Applicants deems appropriate, in accordance with section 32 of the CCAA; and
- (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the ~~Applicant~~Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

~~11. The Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further order of this Court upon application by the Applicant on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicant disclaims or resiliates the lease governing such leased premises in accordance with section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.~~

~~12. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:~~

- ~~(a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice; and~~
- ~~(b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers~~

~~advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.~~

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~APPLICANTS OR THE PROPERTY

10. ~~13.~~ Until and including ~~[DATE — MAX. 30 DAYS]~~ June 11, 2026, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal or other forum (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the ~~Applicant~~Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the ~~Applicant~~Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. ~~14.~~ During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the ~~Applicant~~Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall:

- (a) empower the ~~Applicant~~Applicants to carry on any business that the ~~Applicant is~~Applicants are not lawfully entitled to carry on;
- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
- (c) prevent the filing of any registration to preserve or perfect a security interest;
- (d) prevent the registration of a claim for lien; or
- (e) exempt the ~~Applicant~~Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment.

12. ~~15.~~ Nothing in this Order shall prevent any party from taking an action against the ~~Applicant~~Applicants where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by

such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

13. ~~16.~~ During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour or renew, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, licence, including the Licences (as defined herein), or permit in favour of or held by the ApplicantApplicants, except with the written consent of the ApplicantApplicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

14. ~~17.~~ During the Stay Period, all persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the ApplicantApplicants, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility, agreements with licensed cannabis producers, processors, distributors, retailers, and other suppliers of cannabis or cannabis products, any equipment lease or rental agreement, or other services to the Business or the ApplicantApplicants.

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the ApplicantApplicants or exercising any other remedy provided under such agreements or arrangements. The ApplicantApplicants shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the ApplicantApplicants in accordance with the payment practices of the ApplicantApplicants, or such other practices as may be agreed upon by the supplier or service provider and each of the ApplicantApplicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

15. ~~18.~~ Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, ~~other than the Interim Lender where~~

~~applicable~~, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the ~~Applicant~~Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

16. ~~19.~~ During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph ~~[15]~~12 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the ~~Applicant~~Applicants with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of the ~~Applicant~~Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the ~~Applicant~~Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the ~~Applicant~~Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

17. ~~20.~~ The ~~Applicant~~Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

18. ~~21.~~ The directors and officers of the ~~Applicant~~Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of ~~[\$],~~2,900,000 as security for the indemnity provided in paragraph ~~[20]~~17 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~[37]~~29 and ~~[39]~~31 herein.

19. ~~22.~~ Notwithstanding any language in any applicable insurance policy to the contrary:

- (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
- (b) the ~~Applicant's~~Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~[20]~~17 of this Order.

APPOINTMENT OF MONITOR

20. ~~23.~~ ~~[MONITOR'S NAME]~~ FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs and the ~~Applicant~~ Applicants with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant~~ Applicants and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the ~~Applicant~~ Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

21. ~~24.~~ The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the ~~Applicant's~~ Applicants' receipts and disbursements, Business and dealings with the Property;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the ~~Applicant~~ Applicants;
- ~~(c) assist the Applicant, to the extent required by the Applicant, in its dissemination to the Interim Lender and its counsel on a [TIME INTERVAL] basis of financial and other information as agreed to between the Applicant and the Interim Lender which may be used in these proceedings, including reporting on a basis as reasonably required by the Interim Lender;~~
- (c) ~~(d)~~ advise the ~~Applicant in its~~ Applicants in the preparation of the ~~Applicant's~~ Applicants' cash flow statements ~~and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], or as otherwise agreed to by the Interim Lender;~~
- (d) ~~(e)~~ advise the ~~Applicant~~ Applicants in its development of the Plan and any amendments to the Plan;
- (e) ~~(f)~~ assist the ~~Applicant~~ Applicants, to the extent required by the ~~Applicant~~ Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

- (f) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the ~~Applicant~~Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the ~~Applicant~~Applicants or to perform its duties arising under this Order;
- (g) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (h) ~~(i)~~ hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and
- (i) ~~(j)~~ perform such other duties as are required by this Order or by this Court from time to time.

22. The Monitor shall not occupy or take control, care, charge, possession or management (separately and/or collectively, "Possession") of (or be deemed to take Possession of), or exercise (or be deemed to have exercised any rights of control over any activities in respect of the Property, including the Property for which a permit or licence is issued or required pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing, and distribution of cannabis or cannabis products, including, without limitation, under the Cannabis Act, S.C. 2018, c. 16, as amended, the Controlled Drugs and Substances Act, S.C. 1996, c. 19, as amended, the Criminal Code, R.S.C. 1985, c. C-46, as amended, the Excise Act, 2001, S.C. 2002, c. 22, as amended, 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 Ontario Cannabis Licence Act, S.O. 2018, c. 12, Sched. 2, as amended, the Ontario Cannabis Control Act, S.O. 2017, c. 26, Sched. 1, as amended, the Ontario Cannabis Retail Corporation Act, 2017, S.O. 2017, c. 26, as amended, the British Columbia Cannabis Control and Licensing Act, S.B.C. 2018, c. 29, the British Columbia Cannabis Distribution Act, S.B.C. 2018, c. 28, The Cannabis Control (Saskatchewan) Act, S.S. 2018, c. C-2.111, as amended, the Saskatchewan Cannabis Control (Saskatchewan) Regulations, R.R.S. c. C-2.111 Reg. 1, the Manitoba The Liquor, Gaming and Cannabis Control Act, C.C.S.M. c. L153, as amended, the Manitoba Cannabis Regulation, M.R. 120/2018, as amended, the Nova Scotia Cannabis Control Act, S.N.S. 2018, c 3, as amended, the Nova Scotia Cannabis Retail Regulations, NS. Reg. 203/2019, the Yukon Cannabis Control and Regulation Act, S.Y. 2018, c. 4, as amended, the Yukon Cannabis Control and Regulation, YOIC. 2018/139, the Yukon Cannabis Control and Regulation General Regulation, YOIC. 2018/184, the Yukon Cannabis Licensing Regulation, YOIC.2019/43, the Yukon Cannabis

Remote Sales Regulation, YOIC. 2022/29, the Northwest Territories Cannabis Legalization and Regulation Implementation Act, S.N.W.T. 2018, c.6, as amended, the Nunavut Cannabis Act, S.Nu. 2018, c. 7, or such other applicable federal, provincial or other legislation or regulations (collectively, the “Cannabis Legislation”), and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof within the meaning of any Cannabis Legislation, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer within the meaning of any statute, regulation or rule of law or equity for any purpose whatsoever.

23. ~~25. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof.~~ Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.
24. ~~26.~~ The Monitor shall provide any creditor of the ~~Applicant and the Interim Lender~~ Applicants with information provided by the ~~Applicant~~ Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the ~~Applicant~~ Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the ~~Applicant~~ Applicants may agree.
25. ~~27.~~ In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the

carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

26. ~~28.~~ The Monitor, counsel to the Monitor, and counsel to the ~~Applicant~~Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the ~~Applicant~~Applicants as part of the costs of these proceedings. The ~~Applicant is~~Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the ~~Applicant on a [TIME INTERVAL]~~Applicants on a bi-weekly basis and, in addition, the ~~Applicant is~~Applicants are hereby authorized to pay to the Monitor, ~~counsel to the Monitor,~~ and counsel to the ~~Applicant~~Applicants, retainers each in the respective amount[s] of ~~\$~~\$~~50,000,~~ and a retainer to counsel for the Monitor in the amount of \$30,000, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

27. ~~29.~~ The Monitor and its legal counsel shall pass their accounts from time to time.

28. ~~30.~~ The Monitor, counsel to the Monitor, if any, and the ~~Applicant's~~Applicants' counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of ~~[\$]~~\$~~1375,000,~~ as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~[37]~~29 and ~~[39]~~31 hereof.

INTERIM FINANCING

~~31. The Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from [INTERIM LENDER'S NAME] (the "Interim Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed [\$] unless permitted by further order of this Court.~~

~~32. Such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the Interim Lender dated as of [DATE] (the "Commitment Letter"), filed.~~

~~33. The Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.~~

~~34. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the “**Interim Lender's Charge**”) on the Property to secure all obligations under the Definitive Documents incurred on or after the date of this Order which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Definitive Documents. The Interim Lender's Charge shall not secure any obligation existing before this the date this Order is made. **[see Explanatory Notes]** The Interim Lender's Charge shall have the priority set out in paragraphs **[37]** and **[39]** hereof.~~

~~35. Notwithstanding any other provision of this Order:~~

~~(a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;~~

~~(b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon **[●]** days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the Interim Lender to the Applicant against the obligations of the Applicant to the Interim Lender under the Commitment Letter, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment, and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and~~

~~(c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.~~

~~36. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the Bankruptcy and Insolvency Act of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.~~

VALIDITY AND PRIORITY OF CHARGES

29. ~~37.~~ The priorities of ~~the Directors' Charge,~~ the Administration Charge and the ~~Interim Lender's~~ Directors' Charge, (collectively, the "Charges") as among them, shall be as follows:

First – Administration Charge (to the maximum amount of ~~[\$]1,375,000~~); and

~~Second – Interim Lender's Charge; and~~

~~Third~~ Second – Directors' Charge (to the maximum amount of ~~[\$]2,900,000~~).

30. ~~38.~~ The filing, registration or perfection of the ~~Directors' Charge, the Administration Charge or the Interim Lender's Charge (collectively, the "Charges")~~ shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

31. ~~39.~~ Each of the ~~Directors' Charge, the Administration Charge, and the Interim Lender's Charge (all as constituted and defined herein)~~ Charges shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person. **[See Explanatory Notes.]**

32. ~~40.~~ Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant Applicants shall not grant any Encumbrances over any Property that ~~rank~~ rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge or the Interim Lender's Charge~~ Charges, unless the Applicant Applicants also ~~obtains~~ obtain the prior written consent of the Monitor, ~~the Interim Lender~~, and the beneficiaries of the Directors' Charge and the Administration Charge, or further order of this Court.

33. ~~41.~~ The ~~Directors' Charge, the Administration Charge, [the Commitment Letter, the Definitive Documents,]~~ and ~~the Interim Lender's Charge~~ Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") ~~and/or the Interim Lender~~ thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
- (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the ~~Applicant~~Applicants, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof ~~it, including the Commitment Letter or the Definitive Documents,~~ shall create or be deemed to constitute a new breach by the ~~Applicant~~Applicants of any Agreement to which ~~it is~~they are a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, ~~[the Applicant entering into the Commitment Letter,] or the execution, delivery or performance of the Definitive Documents;~~ and
 - (iii) the payments made by the ~~Applicant~~Applicants pursuant to this Order, ~~[including the Commitment Letter or the Definitive Documents,]~~ and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

ALLOCATION

34. ~~42.~~ Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the ~~Administration Charge, the Interim Lender's Charge, and the Directors' Charge~~Charges amongst the various assets comprising the Property.

NO PRE-FILING VS POST-FILING SET OFF

35. No Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due from the Applicants in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Applicants in respect of obligations arising on or after the date of this Order, each without the consent of the Applicants and the Monitor or further Order of this Court.

CORPORATE MATTERS

36. The requirement for any future annual general meeting of the shareholders of CanadaBis Capital Inc. is postponed during the pendency of these CCAA proceedings, and the time limit to call and hold such annual general meeting of shareholders is extended until after the conclusion of these CCAA proceedings, subject to further Order of this Court.

RELIEF FROM SECURITIES REPORTING AND FILING OBLIGATIONS

37. The decision by the Applicants to incur no further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents, and press releases (collectively, the “**Securities Filings**”) that may be required by any federal, provincial or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act* (Ontario), RSO 1990, c S.5 and comparable statutes enacted by other provinces of Canada, and the rules, regulations and policies of the Toronto Stock Exchange and TSX Venture Exchange (collectively, the “**Securities Legislation**”), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Applicants failing to make any Securities Filings required by the Securities Legislation.

38. None of the directors, officers, employees, or other representatives of the Applicants, nor the Monitor shall have any personal liability for any failure by the Applicants to make any Securities Filings required by the Securities Legislation during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this Order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the

“Regulators”) in the matter of regulating the conduct of market participants and to issue cease trade orders if and when required pursuant to applicable securities law. Further, nothing in this Order shall constitute or be construed as an admission by the Regulators that the court has jurisdiction over matters that are within the exclusive jurisdiction of the Regulators under the Securities Legislation.

“STATUS QUO” OF APPLICANTS’ LICENSE

39. The status quo in respect of the Applicants’ Health Canada licences and the cannabis excise license (collectively, the “Licences”) shall be preserved and maintained during the pendency of the Stay Period, including, without limitation, the Applicants ability to possess, test, produce, cultivate, and sell cannabis in the ordinary course under the Licences and the Applicants’ ability to order and affix Canada Revenue Agency excise stamps.

SERVICE AND NOTICE

40. ~~43-~~The Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~the *Globe and Mail (National Edition)* a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the ~~Applicant~~Applicants of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

~~44. The E-Service Guide of the Commercial List (the “Guide”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at: [●]) shall be valid and effective service. Subject to Rules 11.25 and 11.26 this Order shall constitute an order for substituted service pursuant to Rule 11.28 of the Rules of Court. Subject to paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL [●].”~~

41. The Monitor shall establish a case website in respect of the within proceedings at <https://cfcanada.fticonsulting.com/CanadaBis> (the “Monitor’s Website”).

42. The Applicants and, where applicable, the Monitor and their respective counsel are at liberty to serve this Order, any other materials and orders as may be reasonably required in these

proceedings, including any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, recorded mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail or recorded mail, on the seventh day after mailing. Any person that wishes to be served with any application and other materials in these proceedings must deliver to the Applicants or the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor.

43. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsel's email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on the Monitor's Website.

GENERAL

44. ~~45.~~ The ~~Applicant~~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.

45. ~~46.~~ Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

46. ~~47.~~ Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the ~~Applicant~~Applicants, the Business or the Property.

47. ~~48.~~ 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 ~~Applicant~~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 ~~Applicant~~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 ~~Applicant~~Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

48. ~~49.~~ Each of the ~~Applicant~~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.

49. ~~50.~~ Any interested party (including the ~~Applicant and~~Applicants or the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

50. ~~51.~~ 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 ~~Queen's~~King's Bench of Alberta

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| Modified filename: Amended and Restated Initial Order (Draft_ April 19, 2026).docx | |
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| Delete | 248 |
| Move From | 0 |
| <u>Move To</u> | 0 |
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| Embedded Excel | 0 |
| Format changes | 0 |
| Total Changes: | 493 |