FILED
Clerk's Stamp
JUDICIAL CENTRE OF CALGARY
Aug 28, 2026
by Email
CLERK OF THE COURT
SH

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

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

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

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

AND UPON HAVING READ the Second Amended and Restated Initial Order granted in these CCAA Proceedings on June 10, 2026 (the “**SARIO**”), the within Notice of Application, the First Holmgren Affidavit, the Third Report of FTI Consulting Canada Inc. (“**FTI**”) in its capacity as Court-appointed monitor (“**Monitor**”), to be filed (the “**Third Report**”), the Confidential Supplement to the Third Report of the Monitor, the Affidavit of Service of Andrew Nesbitt, made August 20, 2026, and the other pleadings and evidence previously filed in the within proceedings;

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

CAPITALIZED TERMS

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

APPROVAL OF THE TRANSACTION

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

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

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

REORGANIZATION AND CLOSING OF TRANSACTION

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

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

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

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

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

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

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

VESTING OF ASSETS AND LIABILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) ninth:

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

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

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

(k) eleventh:

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

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

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

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

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

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

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

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

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

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

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

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

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

17. For greater certainty:

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

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

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

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

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

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

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

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

RESIDUALCO

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

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

RELEASES

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

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

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

MONITOR AND MONITOR'S ENHANCED POWERS

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

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

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

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

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

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

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

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

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

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

ADMINISTRATIVE EXPENSE RESERVE

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

MISCELLANEOUS

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

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

36. Notwithstanding:

(a) the pendency of these proceedings;

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

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

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

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

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

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

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

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

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

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

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

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

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

RECITALS

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

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

C. Upon the delivery of this Certificate, the Vested Assets shall be transferred to and shall vest absolutely and exclusively, without recourse, to _________________.

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

THE MONITOR CERTIFIES the following:

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

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

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

Per: _______________________________________

Name: Jeffrey Rosenberg
Title: Senior Managing Director

Schedule "B"

Security Registrations to be Discharged

Registration Number	Registration Date	Secured Party	Collateral Description Summary
1998643 Alberta Ltd.			
H002TXT	13/03/2026	Runway Developments Inc.	Mortgage in the amount of $650,000 registered against the real property municipally known as 255C Clearview Drive, Red Deer County, Alberta and legally described as PLAN 0820855 BLOCK 1 LOT 17 EXCLUDING THEREOUT ALL MINES AND MINERALS