

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

**ORDER (STAY EXTENSION AND CCAA
TERMINATION)**

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

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Nesbitt**

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**DATE ON WHICH ORDER WAS
PRONOUNCED:**

AUGUST 27, 2026

**NAME OF JUDGE WHO MADE THIS
ORDER:**

THE HONOURABLE JUSTICE SIMARD

LOCATION OF HEARING:

CALGARY, ALBERTA

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

SERVICE AND DEFINITIONS

1. The time and method for service of the application for this order (the “**Order**”) is validated and this application is properly returnable today.
2. Any capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Third McIntyre Affidavit or the Second Amended and Restated Initial Order dated June 10, 2026 (the “**SARIO**”), as the case may be.

STAY EXTENSION

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

APPROVAL OF MONITOR’S REPORTS

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

APPROVAL OF THE FEES OF THE MONITOR AND ITS COUNSEL

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

6. The professional fees of Fasken Martineau Dumoulin LLP (“**Fasken**”), counsel to the Monitor, for the period between March 27, 2026, and August 16, 2026, in the amount of \$184,417, plus disbursements and expenses of \$1,021.71 and GST of 24,043.45, for a total of \$209,481.62, as well as Fasken’s estimated professional fees and disbursements to the CCAA Termination Time in the amount of up to \$50,000, as further set out in the Third Report, are hereby approved.
7. The Monitor and the Monitor’s counsel shall not be required to pass their accounts in respect of any further activities in connection with the completion by the Monitor of its remaining duties and administration of these CCAA proceedings.

TERMINATION OF THE CCAA PROCEEDINGS

8. Upon service by the Monitor of an executed certificate substantially in the form attached hereto as Schedule “A” (the “**Termination Certificate**”) on the Service List in these CCAA proceedings certifying that, to the best of the knowledge and belief of the Monitor, all matters to be attended to in connection with the CCAA proceedings have been completed, and notwithstanding that the stay of proceedings may not have been expired, the within CCAA proceedings shall be terminated without any other act or formality (the “**CCAA Termination Time**”), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any action or steps taken by any Person pursuant thereto.
9. The Monitor is hereby directed to file a copy of the Termination Certificate with the Court as soon as is practicable following the service thereof on the Service List in these CCAA proceedings.
10. The Charges shall be and are hereby terminated, released, and discharged at the CCAA Termination Time without any further act or formality.

DISCHARGE OF MONITOR

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

12. Notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the SARIO, or any other Order of this Court granted in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following and after the CCAA Termination Time, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor following the CCAA Termination Time with respect to the Applicants, ResidualCo or these CCAA proceedings.
13. Upon the CCAA Termination Time, the Monitor, its legal counsel and each of their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") and each a "**Released Party**") shall be and are hereby released and discharged from any and all claims that any Person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the CCAA Termination Time in any way relating to, arising out of or in respect of, these CCAA proceedings or with respect to their respective conduct in these CCAA proceedings (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or wilful misconduct on the part of the applicable Released Party.
14. No action or proceeding shall be commenced against any of the Released Parties in any way arising from or related to these CCAA proceedings, except with prior leave of this Court on not less than ten (10) days' prior written notice to the applicable Released Party and upon further order securing, as security for costs, the full indemnity costs of the applicable Released Party in connection with any proposed action or proceeding as the Court hearing the application for leave to proceed may deem just and appropriate.

ASSIGNMENT INTO BANKRUPTCY

15. At such time as ResidualCo determines that it is necessary or desirable to do so, including for greater certainty at a time prior to the CCAA Termination Time:
 - (a) ResidualCo is hereby authorized to make an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended ("**BIA**") and, in that

regard, the sole director of ResidualCo is authorized to sign such documents in the name of ResidualCo and take all such steps as are necessary to make the assignment in bankruptcy. The stay of proceedings provided for at paragraphs 10 and 11 of the SARIO is hereby lifted solely for the purpose of allowing Travis McIntyre, the first director, or ResidualCo to assign ResidualCo into bankruptcy; and

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

SEALING

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

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

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE THIRD REPORT OF THE MONITOR, DATED AUGUST 20, 2026, AND THE CONFIDENTIAL APPENDICES THERETO WHICH SHALL BE SEALED ON THE COURT RECORD AND ARE NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY ACCESSIBLE UNTIL THE EARLIER OF: I) 30 DAYS FOLLOWING THE CLOSING OF THE TRANSACTION, OR II) FURTHER ORDER OF THIS COURT.

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

GENERAL

- 19. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 20. This Order shall have full force and effect in all provinces and territories in Canada.

21. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
22. Each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
23. Service of this Order shall be deemed good and sufficient by serving the same on:
- (a) the persons served with notice of these proceedings;
 - (b) any other person served with notice of the application for this Order; and
 - (c) any other parties attending or represented at the application for this Order,
- and service on any other person is hereby dispensed with.
24. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.
25. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.



Justice of the Court of King's Bench of Alberta

Clerk's Stamp

Schedule "A"
Form of Monitor's Certificate

COURT FILE NUMBER **2601-07007**

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

PLAINTIFFS / CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA
APPLICANTS PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND
FULL SPECTRUM LABS LTD.

DOCUMENT **CCAA TERMINATION CERTIFICATE**

ADDRESS FOR SERVICE **Fasken Martineau DuMoulin LLP**
AND CONTACT Barristers and Solicitors
INFORMATION OF 3400 First Canadian Centre
PARTY FILING THIS 350 – 7th Avenue SW
DOCUMENT Calgary, Alberta T2P 3N9

Dylan Chochla / Jessica Cameron
Telephone: 416.868.3425 / 403.261.9468
Email: dchochla@fasken.com / jcameron@fasken.com

RECITALS

1. FTI Consulting Canada Inc. ("**FTI**") was appointed as the Monitor of the Applicants in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to an Initial Order of the Court of King's Bench of Alberta, Calgary (the "**Court**") dated April 17, 2026 (as further amended and restated from time to time, the "**Initial Order**").
2. Pursuant to the Approval and Reverse Vesting Order of this Court dated August 27, 2026, ResidualCo was added as an Applicant in these CCAA proceedings.

3. Pursuant to an Order of this Court dated August 27, 2026 (the “**CCAA Termination Order**”), among other things, FTI shall be discharged as the Monitor and the Applicants’ CCAA proceedings shall be terminated upon the service of this Termination Certificate on the service list in these CCAA proceedings, all in accordance with the terms of the CCAA Termination Order.
4. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the Initial Order or the Termination Order, as applicable.

THE MONITOR HEREBY CERTIFIES the following:

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

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

Dated at _____ [CITY], _____ [PROVINCE], this day of _____, 2026

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

Per: _____
Name: Jeffrey Rosenberg
Title: Senior Managing Director