JUDICIAL CENTRE OF CALGARY
FILED
Apr 17, 2026
by Email
CLERK OF THE COURT

COURT FILE NUMBER	2601- 07007
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
PLAINTIFF(S)/APPLICANTS	CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
DOCUMENT	**FIRST AFFIDAVIT OF TRAVIS MCINTYRE** **VOLUME 1 OF 3**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, Ontario M5K 1K7 Attn: **Mitchell W. Grossell / Derek Harland / Andrew Nesbitt** Telephone: 416-304-1616 Email: mgrossell@tgf.ca / dharland@tgf.ca / anesbitt@tgf.ca

I, **Travis McIntyre**, of the City of Rocky Mountain House, in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS:

1. I am the President, Chief Executive Officer and a director of CanadaBis Capital Inc. ("**CanadaBis**"), and its subsidiaries, Stigma Pharmaceuticals Inc. ("**Stigma Pharmaceuticals**"), 2103157 Alberta Ltd. ("**210**"), Full Spectrum Labs Ltd. ("**Full Spectrum**"), and 1998643 Alberta Ltd. ("**199**") (collectively, the "**Applicants**"). I was also a director of Goldstream Cannabis Inc. ("**Goldstream**", and together with the Applicants, the "**CanadaBis Group**"), a now dissolved corporation that previously formed part of the CanadaBis Group. As a result of my role in the CanadaBis Group, I have knowledge of the matters to which I herein depose and attest that they are true. Unless I indicate to the contrary, the facts herein are within my personal knowledge. Where I have indicated that I have obtained facts from other sources, I have identified the sources and believe those facts to be true.

2. Unless otherwise indicated, monetary references in this affidavit are to Canadian dollars.

3. This affidavit is sworn in support of the Applicants' application returnable on April 17, 2026 to commence a proceeding (the "**CCAA Proceeding**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") in respect of the Applicants. The Applicants are seeking an initial order (the "**Initial Order**") substantially in the form contained in the Application Record, that, among other things:

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

(b) authorizes the Applicants to remain in possession and control of their assets, property and undertaking (collectively, "**Property**");

(c) entitles the Applicants to pay all reasonable expenses incurred by the Applicants in carrying on its business (the "**Business**") in the ordinary course;

(d) stays all proceedings and remedies taken or that might be taken against or in respect of the Applicants, their Property or Business, or their directors and officers (the "**D&Os**") (the "**Stay**"), up to and including April 27, 2026 (the "**Initial Stay Period**");

(e) appoints FTI Consulting Canada Inc. ("**FTI**" or the "**Proposed Monitor**") as the monitor of the Applicants in this CCAA Proceeding;

(f) preserves the *status quo* in respect of the cannabis licences issued by Health Canada and the excise licences issued by the Canada Revenue Agency (the "**CRA**");

(g) grants the Administration Charge in respect of the Property in the amount of $150,000, as security for the payment of the professional fees incurred by the Proposed Monitor, counsel to the Proposed Monitor, and the Applicants' counsel;

(h) grants the D&O Charge in respect of the Property in the maximum amount of $900,000 as security for the indemnity granted by the Applicants in favour of the D&Os for any liabilities they may incur in such capacities after the commencement of the CCAA Proceeding;

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

(j) postpones the requirement for any future annual general meeting of the shareholders of CanadaBis during the CCAA Proceeding, and extends the time limit to call and hold such annual general meeting of shareholders until after the conclusion of the CCAA Proceeding.

4. I also swear this affidavit in support of a motion (the "**Comeback Motion**"), which is scheduled to be heard on April 27, 2026 (subject to the Initial Order being granted by the Court) for an Amended and Restated Initial Order (the "**ARIO**") that, among other things:

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

(b) increases 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;

(c) 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;

(d) prohibits any person from setting off pre-filing obligations against post-filing obligations; and

(e) such other relief as may be required to advance the Applicants' restructuring.

I. The Urgent Need for Relief

Financial Issues

5. The Applicants' financial difficulties have been driven primarily by a significant increase in market competition and a growing excise tax burden that the Applicants cannot pay in the ordinary course. Excise taxes represent a material expense in the Canadian cannabis industry, particularly for producers with concentrate and infused product portfolios where excise taxes constitute a higher portion of the final selling price. Excise taxes on the Applicants' cannabis products currently range between approximately 41% and 47% of gross revenue, before factoring in additional provincial markups and fees.

6. On March 25, 2026, 199 received a letter by regular mail from the CRA dated March 4, 2026, that demanded 199 immediately repay its outstanding excise tax liability of $5,732,843 (the "**CRA Demand**") within 14 days. The CRA advised that failure to remit payment may result in legal action, including, among other things, garnishment of bank accounts and the seizure of assets. Attached hereto as **Exhibit "A"** is a copy of the CRA Demand.

7. Upon receipt of the CRA Demand, representatives of the Applicants immediately engaged with the CRA to explore a solution, and the CRA requested that the Applicants provide the CRA with a further update by April 17, 2026. Notwithstanding the best efforts of the Applicants and their directors and officers, they have not been able to come up with a solution that addresses the CRA Demand while preserving the go-forward financial viability of the Applicants.

8. The Applicants have previously been subject to enforcement action by the CRA that caused a material disruption to its business operations. In January 2025, the CRA issued a Requirement to Pay to 199's financial institution for payment of $334,432.43, and to the Alberta Gaming, Liquor and Cannabis Commission referencing tax arrears of approximately $5,490,000. Amounts subject to these Requirements to Pay were subsequently satisfied through a payment of $2,123,419, together with garnishment measures implemented by the CRA in the following months. Copies of these Requirement to Pay notices are attached hereto at **Exhibit "B"**.

9. As a result of these previous enforcement steps, the Applicants entered into payment arrangements with the CRA and have made substantial remittances of excise duties in the ordinary course, including excise tax payments of approximately $15,200,000 during the 2025 fiscal year, and a further $4,600,000 for the 2026 fiscal year to date. Those efforts have not been sufficient to eliminate the arrears, and the Applicants have been unable to remain current in recent months due to continuing liquidity constraints.

Additional Financial Issues

10. In April 2025, in an effort to expand its footprint and alleviate its financial issues, the Applicants pursued a proposed transaction with Simply Solventless (now under CCAA protection). Despite significant time and effort invested, the transaction was not completed. Notwithstanding the failed transaction, the Applicants incurred substantial legal and advisory fees in connection with the transaction, further straining the Applicants' already precarious financial position.

11. The failed transaction also diverted management's focus on the coordinated planning and execution of core commercial activities, including the development and launch of new

product SKUs, a critical driver of the Applicants' seasonal revenue cycle during the peak summer period. The delay in launching new products during this key period resulted in lost revenues and exacerbated the ongoing liquidity issues.

12. The Applicants' financial difficulties have also been caused or contributed to by several other external factors, including:

(a) the heavily saturated and highly competitive cannabis market that has driven profit margins to historic lows, including a price compression of approximately 30–50% in the concentrates space;

(b) a shift in consumer preference toward higher THC products that are subject to higher excise taxes;

(c) a labour disruption affecting the British Columbia Liquor Distribution Branch in late 2025, which resulted in a temporary interruption in sales and lost revenue of approximately $500,000 during a key period for the Applicants;

(d) the complicated regulatory and licencing regime in the cannabis industry, which include stringent restrictions on the Applicants' ability to market their products directly to end consumers; and

(e) increased competition from the illicit cannabis market.

Efforts to Stabilize Financial Position

13. Prior to the decision to commence this proceeding, the Applicants made significant efforts to stabilize their financial position outside of a formal restructuring process. For example, the Applicants implemented cost reduction measures, re-evaluated product offerings, and attempted to refinance their outstanding liabilities.

14. In the months prior to this filing, the Applicants made efforts to raise additional liquidity and pursue strategic alternatives given their liquidity challenges. The Applicants engaged in discussions with Farm Credit Canada ("**FCC**") to refinance existing loans over certain land and buildings owned by the Applicants. However, those discussions ended on December 19, 2025, as FCC required evidence of two consecutive positive quarters of EBITDA sufficient to service the proposed debt, which the Applicants were unable to demonstrate at that time (and still cannot demonstrate). The Applicants also met with Connect First Credit Union Ltd. ("**Connect First**") in February 2026 to explore alternative financing options. However, Connect First indicated that it had no appetite to increase its exposure to the Applicants due to changing lending principles with respect to companies in the cannabis industry.

Urgent Need for Relief

15. As of April 14, 2026, the Applicants have approximately $1,340,000 in cash and its line of credit is substantially drawn at approximately $631,587. On the other hand, the Applicants have excise tax liabilities of approximately $7,621,000, and trade accounts payable and other accrued liabilities of approximately $937,000. Accordingly, the Applicants cannot satisfy the CRA demand, service existing debt, and continue operations in the ordinary course without restructuring relief.

16. In light of the CRA Demand and the concern that the CRA will commence enforcement steps, which may include garnishing the Applicants' bank accounts, the seizure of its assets, and the suspension of its excise licence, the Applicants urgently require the protection afforded by the CCAA. In its current financial condition, any such enforcement would immediately disrupt the Applicants' operations and deprive the Applicants of critical

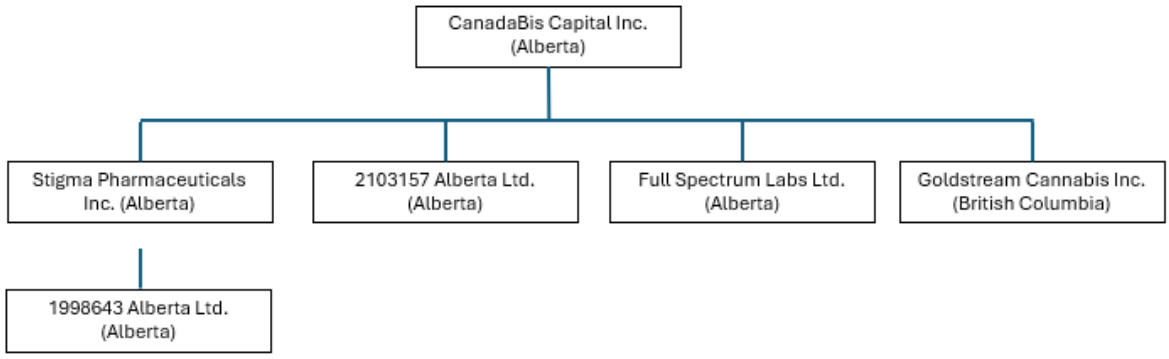
liquidity required to fund ongoing operations. Such enforcement steps would be fatal to the business and to the detriment of the Applicants' stakeholders. The proposed CCAA Proceeding will provide the stability necessary to preserve liquidity and implement a restructuring plan.

17. The Applicants intend to use the CCAA Proceeding to conduct a court-supervised sale and investment solicitation process to recapitalize or sell the business as a going concern. The Applicants believe that the structure and oversight provided by the CCAA is necessary to implement such measures.

II. Overview of the Applicants

A. Corporate Structure

18. The corporate organizational structure of the CanadaBis Group is as follows:



B. Background

i. CanadaBis

19. CanadaBis is an Alberta corporation with a registered head office located at 255C Clearview Drive, Red Deer County, Alberta. The corporate profile report of CanadaBis is attached hereto at **Exhibit "C".**

20. CanadaBis is the ultimate parent company of the CanadaBis Group and wholly owns each of Stigma Pharmaceuticals, 210, and Full Spectrum. 199 is a wholly owned subsidiary of Stigma Pharmaceuticals. Prior to its dissolution, Goldstream was 95% owned by CanadaBis. CanadaBis' common shares are listed and traded on the TSX Venture Exchange under the symbol "CANB".

21. On April 26, 2019, 1926360 Alberta Ltd ("**192**") and 2146541 Alberta Ltd. ("**214**") amalgamated pursuant to a reverse takeover transaction (the "**RTO Transaction**") involving CanadaBis. The RTO Transaction was effected by way of a three-cornered amalgamation whereby 192 amalgamated with 214, a wholly owned subsidiary of CanadaBis at the time of the amalgamation, to form Stigma Pharmaceuticals.

22. Prior to the RTO Transaction, CanadaBis was a capital pool company with no assets other than cash, and no commercial operations. Following the completion of the RTO Transaction, CanadaBis became a Tier 2 Life Sciences Issuer on the TSX Venture Exchange engaged in the growth and marketing of medical cannabis and cannabis products.

23. Other than myself, CanadaBis has three directors: Shane Chana, Alex Michaud, and Nicole Bacsalmasi. Each of Alex Michaud and Nicole Bacsalmasi are independent directors.

ii. Stigma Pharmaceuticals

24. Stigma Pharmaceuticals is an Alberta corporation with a registered head office located at 255C Clearview Drive, Red Deer County, Alberta. Stigma Pharmaceuticals was incorporated on October 1, 2018, and is a wholly-owned subsidiary of CanadaBis. The corporate profile report of Stigma Pharmaceuticals is attached hereto at **Exhibit "D".**

25. Stigma Pharmaceuticals only holds shares in 199 and does not have any active business operations. I, together with my spouse, Kimberley McIntyre, are the sole directors of Stigma Pharmaceuticals.

iii. 199

26. 199 is an Alberta corporation with a registered head office located at 255C Clearview Drive, Red Deer County, Alberta. The corporate profile report of 199 is attached hereto as **Exhibit "E".**

27. 199 was incorporated on October 13, 2016, and is a wholly-owned subsidiary of Stigma Pharmaceuticals. 199 owns 8.2 acres of land in Red Deer, Alberta, with a 66,000 square foot facility (the "**Facility**") used for cannabis cultivation and processing, and holds the requisite cannabis licences issued by Health Canada to conduct those activities. Substantially all cannabis cultivation and processing activities are carried out at the Facility, including the growing, harvesting, processing, packaging, and storage of cannabis products.

28. 199 is the operating company of the CanadaBis Group. It holds all material assets required for the cannabis business, including the inventory, production equipment, and related operational assets. 199 also holds a Health Canada licence to sell cannabis products and currently sells in numerous provinces and territories, including Alberta, Ontario, British Columbia, Saskatchewan, Manitoba, Yukon, Nunavut, and the Northwest Territories. A copy of 199's Health Canada licence is attached hereto at **Exhibit "F"**.

29. Kimberley McIntyre and I are the co-founders of 199, and are its sole directors and officers.

iv. 210

30. 210 is an Alberta corporation with a registered head office located at 410032 Range Road 7-4, Clearwater County, Alberta. The corporate profile report of 210 is attached hereto at **Exhibit "G".**

31. 210 previously operated as the cannabis retail arm of the CanadaBis Group. The assets directly related to the cannabis retail business (including fixtures, furniture and product inventory) were sold to 2116173 Alberta Ltd. ("**211**"), an arm's length third party, pursuant to an asset purchase agreement dated December 1, 2023 (the "**210 APA**"). A copy of the 210 APA is attached hereto at **Exhibit "H".**

32. 210 continues to own the real property municipally known as 124 Leva Avenue, Red Deer County, Alberta (the "**Leva Property**"). As contemplated by the 210 APA, 210 agreed to lease the Leva Property to 211 (the "**Leva Lease**") for a rental amount that is equal to 210's mortgage payments to permit 211 to continue operating the retail cannabis business from that location. A copy of the Leva Lease is attached hereto at **Exhibit "I"**.

33. Kimberley McIntyre and I are the sole directors and officers of 210.

v. Full Spectrum

34. Full Spectrum is an Alberta corporation with a registered head office located at 410032 Range Road 7-4, Clearwater County, Alberta. The corporate profile report of Full Spectrum is attached hereto at **Exhibit "J".**

35. Full Spectrum previously operated as the cannabis extraction, product development, and research and development arm of the CanadaBis Group. CanadaBis acquired Full Spectrum under a share purchase agreement dated July 24, 2019, to obtain its cannabis extraction and

distillation assets, including certain intellectual property. Following the acquisition, Full Spectrum's assets and employees were integrated into 199. Full Spectrum has been dormant since January 2024 following the sale of 210's retail business and no longer carries on any active business operations.

36. I am the sole director and officer of Full Spectrum.

vi. Goldstream

37. Goldstream is a British Columbia corporation with a registered head office located at 3457 Mabel Lake Place, Enderby, B.C. It is a 95% owned subsidiary of CanadaBis. The remaining 5% is owned by the Malahat First Nations. Goldstream was acquired by CanadaBis pursuant to a share purchase agreement dated August 13, 2019 as part of its broader strategy to expand its cultivation footprint, as Goldstream held a lease over land in British Columbia that was intended to be developed for an outdoor cannabis cultivation operation. However, that proposed development was not pursued and no cultivation activities were ever commenced on the leased lands. Goldstream does not currently hold any assets.

38. Goldstream was dissolved on March 2, 2026, as a result of its failure to file required annual corporate returns, and is therefore not included as an Applicant in this CCAA Proceeding. The corporate profile report of Goldstream evidencing its dissolution is attached hereto at **Exhibit "K".**

39. Prior to its dissolution, myself and Shane Chana were the sole directors and officers of Goldstream.

C. Cannabis Operations

40. The CanadaBis Group is a vertically integrated cannabis company engaged in the cultivation, extraction, product development, and sale of cannabis and cannabis products within a single corporate group.

41. In its early stages, the CanadaBis Group acquired several cannabis entities (as described above) with a view to consolidating these operations into an integrated business organized across three segments: (i) cultivation and wholesale; (ii) retail; and (iii) extraction. In 2024, CanadaBis completed the sale of its retail operations and now operates through two segments:

    (a) *Cultivation*: includes the cultivation and distribution of cannabis and cannabis products to and through provincial liquor and cannabis boards, which are then sold to end consumers; and

    (b) *Extraction*: includes the production and wholesale distribution of cannabis extract products through the CanadaBis Group's manufacturing facilities to licensed distributors and cannabis producers.

42. Currently, almost all of the business of the CanadaBis Group is conducted through 199, including the cultivation, extraction, manufacturing, processing, and sale of cannabis products. 199 is the contracting party for most operating and employment contracts and holds the material cannabis licences to operate the business. 199 also holds the CRA licence required to obtain and apply cannabis excise stamps to its cannabis products in accordance with the *Excise Act, 2001*, S.C, 2002, c, 22. A copy of 199's CRA excise tax licence is attached hereto at **Exhibit "L"**.

43. 199 focuses on the development and commercialization of its own industry leading cannabis brands and first to market products (such as Black NGL, White NGL, Dab Bods, High Priestess, and Vero) with an emphasis on high-growth processed and derivative products such as pre-rolls, vapes and extracts. 199 was the first Health Canada licenced producer operating in the Red Deer area.

44. The CanadaBis Group maintains supply agreements with provincial regulators in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Yukon, Nunavut, and the Northwest Territories for the sale of its cannabis products. Its business and administrative operations are conducted primarily from the Facility in Red Deer, Alberta, which is owned by 199

D. Employees

45. As at April 16, 2026, the Applicants employ 79 full-time employees and two part-time employees, all employed by 199 and based in Alberta. In addition, the Applicants engage one independent contractor who is a senior financial advisor that has been assisting the Applicants with their liquidity crisis. The independent contractor is paid a flat rate on a bi-weekly basis plus reasonable expenses.

46. None of the Applicants' employees are subject to a collective bargaining agreement, and the Applicants do not maintain any pension plans, defined contribution plans, or any deferred compensation plans. The Applicants pay for Accidental Death & Dismemberment insurance and life insurance for all qualifying employees. The Applicants have organized group health and dental insurance for its employees, which is available at their own expense. AD&D, life insurance, health and dental benefits are provided by Canada Life Insurance Company.

47. Collectively, the Applicants have yearly payroll obligations of approximately $4,740,000. The majority of the employees are compensated on an hourly basis, with management and administrative personnel receiving annual salaries.

E. Material Contracts

i. Supply Agreements

48. The Applicants are party to various agreements with third-party suppliers and sub-contract manufacturers pursuant to which the Applicants procure bulk cannabis inputs, including dried cannabis flower and other intermediate products, and sub-contract specialized manufacturing of certain products, some on a scheduled and recurring basis. These arrangements provide for regular deliveries to support the Applicants' production planning and inventory requirements.

49. These supply and manufacturing arrangements are material to the Applicants' operations, as they ensure a consistent and reliable supply of inputs required for cultivation, extraction, manufacturing, and product development activities.

ii. Related Party Agreements

50. 199 and 890859 Alberta Ltd. ("**890**") have entered into two equipment rental agreements pursuant to which 890 leases to 199 a vape filling machine that is used in the Applicants' vape production operations and a skid steer loader that is used in the cultivation process. Both pieces of specialized equipment are critical for the Applicants' operations. 890 is a related party to the Applicants as I own the corporation. Prior to February 1, 2026, these agreements were with 2208318 Alberta Ltd. ("**220**"), another company that I own. In February 2026, the agreements were assigned by 220 to 890.

F. Cash Management System

51. In the ordinary course of business, the Applicants use a cash management system (the "**Cash Management System")** to, among other things, collect funds and pay expenses associated with their operations. This Cash Management System provides the Applicants with the ability to efficiently and accurately track and control corporate funds and to ensure cash availability in accordance with an internally prepared cashflow forecast, which is updated on a weekly basis concurrent with the approval of weekly cash disbursements.

52. Cash disbursements for payment of the Applicants' obligations are typically undertaken once each week. Most disbursements are issued through the Customer Automated Funds Transfer (CAFT), which typically takes 3-4 days to process and arrive in the recipient's bank account. A small portion of payments are made by cheque, EFT and CorPay (for international payments) where necessary.

53. As part of the Cash Management System, the Applicants maintain the following bank accounts with Servus Credit Union:

    (a) 199 maintains four accounts: one operating account, one account used to pay excise, sales, and corporate taxes, and two accounts that are not used in the ordinary course of business;

    (b) CanadaBis maintains four accounts: one account used to pay operating expenses and three accounts that are not used in the ordinary course;

    (c) Full Spectrum maintains three accounts that are not used in the ordinary course;

    (d) Stigma Pharmaceuticals maintains two accounts that are not used in the ordinary course; and

(e) 210 maintains four accounts: one account is associated with the Leva Property, which is currently leased to 211 pursuant to the Leva Lease, and three accounts are not used in the ordinary course.

54. Substantially all operating revenues and expenses flow through 199's primary operating account with Servus Credit Union. From time to time, 199 transfers funds to CanadaBis' bank accounts to enable CanadaBis to meet its obligations, including payments of convertible debenture interest and other corporate expenses.

55. CanadaBis also maintains one bank account with the Royal Bank of Canada, which was previously used to make payments to the CRA, but is no longer used in the ordinary course. CanadaBis also maintains two bank accounts with Connect First, one used in connection with mortgage payments and one that is not used in the ordinary course. If necessary, the Applicants will utilize their other bank accounts, although such bank accounts are not generally used in the ordinary course.

III. Financial Situation

A. Financial Statements

56. The Applicants have a fiscal year end of July 31. A copy of the Applicants' most recent quarterly unaudited consolidated financial statements covering the three months ending on October 31, 2025 (the "**2025 Q1 Financial Statement**") is attached hereto at **Exhibit "M".** A copy of CanadaBis' annual audited consolidated financial statements for the fiscal year ending July 31, 2025 (the "**Annual Statements"**) is attached hereto at **Exhibit "N".**

57. As reflected in the Annual Statements, the Applicants recorded a net loss of $835,204 for the fiscal year ended July 31, 2025, and a further net loss of $128,539 for the three-month

period ended October 31, 2025, as reported in the 2025 Q1 Financial Statement. During the current fiscal year, the Applicants have experienced negative monthly cashflows of approximately $100,000 to $200,000, which negative cashflow includes a monthly payment to the CRA in respect of excise tax arrears of $85,000. Due to their ongoing liquidity constraints, the Applicants have not been current on the CRA arrears payments since February 2026.

58. A comparison of the Annual Statements and the 2025 Q1 Financial Statement indicates that, while the overall balance sheet has remained relatively stable, CanadaBis' overall financial position continues to deteriorate. Trade accounts payable and accrued liabilities increased from approximately $7,106,000 to $7,370,000, which was primarily driven by the increase in excise tax liabilities from approximately $5,985,000 to approximately $6,320,000 at that time. These figures reflect continuing liquidity pressure notwithstanding modest operational improvements.

59. The CanadaBis Group's unreleased internal financial statements as at January 31, 2026 (the "**Internal Financial Statements**") demonstrates that the negative financial trends continued after October 31, 2025. There has been continued increases in the CanadaBis Group's overall indebtedness, and interest-bearing obligations. Most significantly, excise tax liabilities have increased to approximately $7,255,000. There is approximately $1,287,000 in trade accounts payable that remain outstanding, requiring the CanadaBis Group to rely on financing to meet their obligations. There has been no material improvement in profitability or liquidity. Taken together, these factors indicate a continued deterioration in the CanadaBis Group's financial position and ongoing pressure on its

ability to meet obligations as they become due. Attached hereto at **Exhibit "O"** is a copy of the Internal Financial Statements.

60. In addition, the Commercial Mortgage (defined below) matures in July 2026, and the Applicants do not presently have access to replacement financing on terms that would permit them to satisfy that indebtedness while also addressing the CRA arrears.

B. Assets

61. As at January 31, 2026, the Applicants had assets with a book value in the aggregate amount of $24,322,362, as set out in further detail below:

Assets	**January 31, 2026**
Cash and cash equivalents	$869,315
Trade accounts receivable and other receivables	$958,136
Prepaid expenses and deposits	$1,066,038
Biological assets	$48,698
Inventory	$11,943,873
Property, plant, and equipment	$9,436,302
Total Assets	**$24,322,362**

62. The CanadaBis Group has the following real property holdings:

(a) 210 owns the Leva Property, being the real property municipally known as 124 Leva Avenue, Red Deer County, Alberta, and legally described as Plan 1421970, Block 8, Lot 5; and

(b) 199 owns the Facility, being the real property municipally known as 255C Clearview Drive, Red Deer County, Alberta and legally described as Plan 0820855, Block 1, Lot 17.

63. I have discussed realizable values of the balance sheet assets with the independent contractor that has been assisting the Applicants with their financial issues. In our combined experience, the book value of these assets likely does not reflect their realizable value in a liquidation or distressed sale scenario. The inventory recorded at $11,943,873 primarily consists of cannabis products and would likely be subject to material impairment on a liquidation basis. As a result, the fair market value of inventory should not be assumed to be its book value.

IV. Liabilities of the Applicants

64. As at January 31, 2026, the Applicants had aggregate book liabilities in the amount of $19,250,525, as set out in more detail below:

Liabilities	January 31, 2026
Demand line of credit	$641,798
Trade accounts payable and accrued liabilities	$1,199,630
Goods and services tax payable	$45,103
Excise tax payable	$7,254,869
Income tax payable	$16,059
Current portion of lease obligations	$331,674
Current portion of long-term debt	$619,462
Amounts due to related parties	$1,839,570

Total Current liabilities	**$11,948,168**
Long-term lease obligations	$111,227
Long-term debt	$3,119,649
Convertible debentures (face value + accrued interest)	$4,071,481
Total long-term liabilities	**$7,302,357**
Total liabilities	**$19,250,525**

A. Intercompany Indebtedness

65. The Applicants' related party obligations as at April 14, 2026 are summarized as follows:

(a) CanadaBis is owed approximately $8,027,000 from other CanadaBis Group entities;

(b) Stigma Pharmaceuticals is owed approximately $4,220,000 from other CanadaBis Group entities;

(c) 199 owes approximately $11,468,000 to other CanadaBis Group entities;

(d) 210 owes approximately $2,704,000 to other CanadaBis Group entities; and

(e) Full Spectrum owes approximately $37,000 to other CanadaBis Group entities.

B.. Outstanding Tax Obligations

66. As described above, 199 received the CRA Demand demanding that 199 pay in full its approximately $5,700,000 excise tax liability, failing which 199 would be subject to enforcement action, including garnishment of bank accounts or seizure of assets. As of April 14, 2026, the outstanding excise tax owing by 199 to the CRA is approximately $7,621,000.

67. Other than the outstanding excise tax arrears, the Applicants remit all applicable sales and income taxes to the CRA in the ordinary course as and when due, and there are no overdue amounts outstanding.

C. Secured Creditors

i. Connect First

68. On July 5, 2021, CanadaBis entered into a commitment letter (the "**Commitment Letter**") with Connect First for a credit facility in the aggregate principal amount of $9,600,000, comprised of a 5-year term, $8,850,000 commercial mortgage loan bearing interest at a fixed rate of 4.35% per annum (calculated daily and payable monthly in arrears) (the "**Commercial Mortgage"**) and a $750,000 demand line of credit bearing interest at the lender's prime lending rate plus 1.00% per annum (the "**Line of Credit**" and together with the Commercial Mortgage, the "**Credit Facility**"), which Commitment Letter was amended by the amendment to commitment letter dated February 15, 2022 (the "**First Amendment**") and the amendment to commitment letter dated January 26, 2023 (the "**Second Amendment**"). A copy of each of the Commitment Letter, the First Amendment, and the Second Amendment are attached together hereto at **Exhibit "P"**.

69. On July 23, 2021, the first tranche of $7,210,000 under the Commercial Mortgage was advanced and used to repay historical long-term debt. The second tranche was never advanced as CanadaBis did not satisfy a key financial covenant condition. CanadaBis is required to maintain a debt service coverage ratio of at least 1.40:1, and has been in default of this covenant since July 31, 2025. On November 12, 2025, Connect First agreed to waive this default until July 31, 2026. A copy of that waiver from Connect First is attached hereto at **Exhibit "Q".**

70. As at April 14, 2026, the principal amount of $631,587 was drawn under the Line of Credit and $3,592,324 was outstanding under the Commercial Mortgage. The monthly payment of principal and accrued interest under the Commercial Mortgage is $60,490, which is scheduled to mature in July 2026.

71. As part of the Credit Facility, Connect First also received the following loan and security documents in respect of amounts owing under the Credit Facility:

Debtor	**Security Granted**
CanadaBis	A general security agreement ("**GSA**") granting a security interest in respect of all present and after acquired personal property of CanadaBis, which has been registered in Alberta, British Columbia, Saskatchewan, and Ontario (the "**CanadaBis GSA**").
199	Unlimited guarantee and postponement of claims, which is secured by: (i) a mortgage in respect of the Facility (the "**Facility Mortgage**"); (ii) an assignment of rents and leases (the "**Facility Rent Assignment**"); and (iii) a site-specific GSA granting a security interest in respect of all present and after acquired personal property located at or arising from the business carried on at the Facility, which has been registered in Alberta, British Columbia, and Saskatchewan (the "**199 GSA**").
210	Unlimited guarantee and postponement of claims, which is secured by: (i) a mortgage in respect of the Leva Property (the "**Leva Mortgage**"); (ii) an assignment of rents and leases (the "**Leva Rents Assignment**"); and (iii) a site-specific GSA granting a security interest in respect of all present and after acquired personal property located at or arising from the business carried on at the Leva Property, which has been registered in Alberta (the "**210 GSA**").
Full Spectrum	Unlimited guarantee and postponement of claims, which is secured by a GSA granting a security interest in respect of all present and after acquired personal property of Full Spectrum, which has been registered in Alberta and in British Columbia against the name "Full Spectrum Labs" (the "**Full Spectrum GSA**")
Stigma Pharmaceuticals	Unlimited guarantee and postponement of claims, which is secured by a GSA granting a security interest in respect of all present and after acquired

	personal property of Stigma Pharmaceuticals, which has been registered in Alberta (the "**Stigma Pharmaceuticals GSA**").
Goldstream	Unlimited guarantee and postponement of claims, which is secured by a GSA granting a security interest in respect of all present and after acquired personal property of Goldstream, which has been registered in Alberta (the "**Goldstream GSA**")
220	Pursuant to an assignment and postponement agreement, 220 agreed to postpone, assign, transfer and grant a security interest to First Connect of the principal amount of $990,000 owing by CanadaBis to 220 (the "**220 Debt Assignment**"). As part of the 220 Debt Assignment, 220 also agreed that all monies received by 220 from CanadaBis would be held in trust for Connect First and paid to Connect First until the Credit Facility was repaid in full.
Runway Developments Inc. ("**Runway**")	Pursuant to an assignment and postponement agreement, Runway agreed to postpone, assign, transfer and grant a security interest to First Connect of the principal amount of $650,000 owing by CanadaBis to Runway (the "**Runway Debt Assignment**"). As part of the Runway Debt Assignment, Runway also agreed that all monies received by Runway from CanadaBis would be held in trust for Connect First and paid to Connect First until the Credit Facility was repaid in full.

72. Copies of the CanadaBis GSA, Full Spectrum GSA, Goldstream GSA, 220 Debt Assignment, Runway Debt Assignment, Facility Mortgage, Facility Rents Assignment, 199 GSA, Stigma Pharmaceuticals GSA, Leva Mortgage, Leva Rents Assignment, and 210 GSA are attached hereto as **Exhibit "R"**, **Exhibit "S"**, **Exhibit "T"**, **Exhibit "U"**, **Exhibit "V"**, **Exhibit "W"**, **Exhibit "X"**, **Exhibit "Y"**, **Exhibit "Z"**, **Exhibit "AA"**, **Exhibit "BB"**, and **Exhibit "CC"**, respectively.

73. Thornton Grout Finnigan LLP ("**TGF**") conducted the following Personal Property Registry searches in respect of the CanadaBis Group as follows: (a) against CanadaBis in Alberta, Saskatchewan, and British Columbia, current as at April 14, 2026, and in Ontario current as at April 12, 2026, (b) against 199 in Alberta current as at April 14, 2026, and in British Columbia and Saskatchewan, current as at April 15, 2026; (c) against 210 in Alberta

current as at April 14, 2026; (d) against Stigma Pharmaceuticals in Alberta as at April 14, 2026; (e) against Full Spectrum in Alberta current as at April 14, 2026; and (f) against Full Spectrum Labs in British Columbia as at April 15, 2026. Copies of the Personal Property Registry searches are attached hereto as **Exhibit "DD", Exhibit "EE"**, **Exhibit "FF"**, **Exhibit "GG**", **Exhibit "HH**", **Exhibit "II**", **Exhibit "JJ**", **Exhibit "KK**", **Exhibit "LL**", **Exhibit "MM**", and **Exhibit "NN"**, respectively.

74. TGF also conducted Alberta Land Titles Searches of the Facility and the Leva Property, current as at April 14, 2026. Copies of those searches are attached hereto at **Exhibit "OO"** and **Exhibit "PP"**, respectively.

ii. Runway Developments Inc.

75. 199 is party to a loan agreement with Runway dated May 10, 2025, in the principal amount of $650,000 (the "**Runway Loan Agreement**"), bearing interest at 7% per annum and payable on demand at the option of Runway. Runway is owned by a shareholder of CanadaBis.

76. As at April 14, 2026, the Runway credit facility has an outstanding balance (including accrued interest) of $651,769.

77. In connection with the Runway Loan Agreement, Runway holds a mortgage in respect of the Facility, and a promissory note in the amount of $650,000 (the "**Runway Debt Documents**"). I am advised by my counsel, Mitch Grossell of TGF that Runway registered its security interest against the Facility in the Alberta Registry for Land on March 13, 2026, which registration is still pending as at April 14, 2026. A copy of the Alberta Land Titles Search of the Facility was previously attached at Exhibit "OO". A copy of the Runway

Loan Agreement together with the Runway Debt Documents is attached hereto at **Exhibit "QQ"**.

iii. 2208318 Alberta Ltd.

78. On March 21, 2025, 220, a company that I own, advanced the principal amount of $1,168,000 to 199, evidenced by a demand promissory note (the "**220 Promissory Note**"), which is payable on demand at the option of 220, and bears interest at ATB Financials' prime rate + 1% per annum. A copy of the 220 Promissory Note is attached hereto at **Exhibit "RR"**.

79. As security for this loan, 199 granted a security interest over all present and after acquired personal property, pursuant to a GSA (the "**220 GSA**") and a mortgage over the Facility in the principal amount of $1,168,000 (the "**220 Mortgage**"). Copies of the 220 GSA and 220 Mortgage are attached hereto at **Exhibit "SS"** and **Exhibit "TT"**, respectively.

80. 220 registered its security interest against 199 in respect of the 220 GSA in the Personal Property Registry of Alberta on March 25, 2025, and in respect of the 220 Mortgage in the Alberta Land Titles Registry on May 30, 2025.

81. As at April 14, 2026, the 220 Promissory Note has an outstanding balance (including accrued interest) of $1,205,648.

iv. Equipment Leases

82. 199 is a party to the following equipment lease arrangements in respect of equipment used in the production of cannabis products:

(a) an equipment lease agreement with 2079479 Alberta Ltd. ("**207**") dated January 31, 2021 for cannabis extraction and processing equipment (the "**Extraction**

and Processing Lease"). The Extraction and Processing Lease has a 72-month term commencing January 31, 2021, with monthly payments of approximately $11,991 (exclusive of GST). A copy of the Extraction and Processing Lease is attached hereto at **Exhibit "UU"**; and

(b) an equipment lease agreement dated March 22, 2023 with NFS Leasing Canada Ltd. ("**NFS**") for a CANTOS pre-roll manufacturing machine (the "**CANTOS Lease**"). The CANTOS Lease finances approximately $593,312.83, payable in 48 monthly payments of $16,880.92 plus applicable taxes. A copy of the CANTOS Lease is attached hereto at **Exhibit "VV"**.

83. I am advised by Mitch Grossell of TGF that NFS registered its security interest against 199 in the CANTOS Lease in the Personal Property Registry of Alberta on March 31, 2023.

84. 199 was also a party to an equipment lease agreement dated October 25, 2022 with NFS for the lease of a pre-roll machine. This lease and the equipment were bought out by 199 for $33,009.98 pursuant to a lease buyout agreement dated February 26, 2026 (the "**Lease Buyout**"). 199 then sold the pre-roll machine to C-Flikinger pursuant to an invoice for $70,631.36. A copy of the Lease Buyout is attached hereto at **Exhibit "WW"**. The PPSA registration relating to the underlying security agreement remains active as at April 14, 2026.

85. I am further advised by Mitch Grossell that the following additional registrations have been made against 199 in the Personal Property Registry of Alberta in respect of other equipment used in relation to the Applicants' business:

(a) Royal Bank of Canada made a registration on March 10, 2023 against a 2018 Mercedes Benz G Class bearing Serial No. 4JGDF7FE2JB120590 in respect of the financing of that vehicle;

(b) RCAP Leasing Inc. made a registration on March 24, 2023 against all photocopier equipment leased to 199; and

(c) Ford Credit Canada Company made a registration on March 26, 2025 against a 2025 Ford F350 bearing Serial No. 1FT8W3BM1SEC15380 in respect of the financing of that vehicle.

v. Workers' Compensation Board

86. 199 has outstanding obligations to the Workers' Compensation Board (Alberta) ("**WCB**") for unpaid premiums in the aggregate amount of 132,702 (the "**WCB Arrears**"). In the past year, 199 discovered that WCB returns had not been filed for two prior years. As a result, premiums had been calculated using outdated rates, and 199 was subsequently back-charged for higher premiums. In addition to the WCB Arrears, 199's WCB premium for the 2026 year is estimated to be $71,280, which is payable in monthly instalments of $5,940 over the next twelve months. A copy of the most recent invoice received from the WCB dated March 16, 2026 is attached hereto at **Exhibit "XX"**.

87. The Applicants intend to pay the WCB Arrears in full prior to or shortly after the commencement of this CCAA proceeding.

D. Unsecured Creditors

i. Convertible Debentures

88. On April 2, 2025 and April 14, 2025, CanadaBis issued unsecured convertible debentures (the "**Debentures**") in the aggregate principal amount of $4,035,000. The Debentures mature on April 2, 2029, and bear interest at the rate of 11% per annum, with interest accruing on a quarterly basis and payable quarterly in arrears in cash or common shares of CanadaBis. The Debentures are unsecured and subordinated to senior indebtedness under the governing indenture. Attached hereto at **Exhibit "YY"** is a copy of the debenture indenture dated April 2, 2025 and the agency agreement dated April 2, 2025.

89. Under the Debentures, CanadaBis may elect to satisfy the quarterly interest payment in cash or through the issuance of shares. On December 31, 2025, CanadaBis elected to pay the quarterly interest payment in kind through shares of CanadaBis. On March 31, 2026, CanadaBis made its quarterly interest payment under the Debentures in cash.

90. As at April 14, 2026, the Debentures have an outstanding balance (including accrued interest) of approximately $4,048,000.

ii. Trade Accounts Payable

91. As at April 14, 2026, the Applicants internal accounts payable aging reflects aggregate trade payables of approximately $937,000.

V. Cash Flow Forecast

92. Attached hereto at **Exhibit "ZZ"** is a statement of the projected 9-week cash flow forecast (the "**Cash Flow Forecast**") of the Applicants covering the 9-week period ending June 12, 2026. The Cash Flow Forecast was prepared with the assistance of the Proposed Monitor and will be included in its Pre-Filing Report.

VI. The Proposed Restructuring

93. The primary purpose of this CCAA Proceeding is to provide a platform for the Applicants to address their significant and growing liabilities, including the excise tax arrears, which represent one of the principal drivers of the Applicants' liquidity crisis, and to conduct a sale and investment solicitation process to maximize value for the Applicants' creditors.

94. The CCAA provides the most appropriate forum for the Applicants to stabilize their business and address these liabilities in an orderly manner. The Applicants require the immediate protections afforded under the CCAA to maintain the *status quo* and obtain the breathing room required to implement the proposed restructuring. With the benefit of the protections afforded by the CCAA, including the Stay, the Applicants will be able to maintain their going concern value, preserve jobs for their employees, and generally stabilize their business operations for the benefit of all of their stakeholders.

95. During the CCAA Proceeding, the Applicants intend to, among other things:

(a) maintain operations in the ordinary course for the benefit of their employees and other stakeholders;

(b) conduct a review of the Applicants' remaining operations and identify any other opportunities to streamline such operations with a view to achieving positive cash flow;

(c) commence a court-approved sale and investment solicitation process (a "**SISP**"), with the assistance of the Monitor, to identify one or more bids that will maintain the Applicants as a going concern and maximize value for the creditors and stakeholders of the Applicants; and

(d) compromise the various secured and unsecured debt obligations that are causing the Applicants' current liquidity crisis.

96. The board of directors of the Applicants have authorized this Application and the commencement of this CCAA Proceeding.

VII. The Proposed Initial Order and ARIO

A. Initial Order Relief

i. Stay of Proceedings

97. As set out above, the Applicants are currently insolvent and with limited and depleting cash resources, are unable to pay their liabilities as they become due. The Applicants expect to continue to experience significant liquidity constraints in the weeks and months ahead. The Applicants are deeply concerned that unless the Stay is granted, the CRA will take immediate enforcement steps on or shortly after April 17, 2026, which would deplete the Applicants' assets and significantly interrupt its business operations. Further, certain creditors and other stakeholders may take steps to try and improve their positions in comparison to other creditors, as well as take actions that will deplete the Applicants' assets and jeopardize the conduct of the SISP.

98. The Applicants also seek the Stay to extend to the D&Os to ensure that they are able to focus on the Applicants' restructuring efforts and to prevent creditors and other potential claimants from seeking to do indirectly what they cannot do directly by asserting claims or other relief relating to the debts and obligations of the Applicants against the D&Os. The D&Os are vital to the restructuring of the Applicants due to their historical knowledge of the financial and operational aspects of the Applicants. It is intended that the D&O will

remain engaged throughout the restructuring and will continue providing their expertise to the Applicants during the CCAA Proceeding.

99. The Applicants request the Stay for an initial period of ten days up to and including April 27, 2026, and, if granted by this Court, anticipate requesting a further extension of the Initial Stay Period up to and including June 11, 2026 at the Comeback Motion.

100. The Stay is necessary to preserve enterprise value and mitigate further losses. In particular, the Stay will provide the Applicants with the stability required to pursue a restructuring process that is intended to protect and maximize recoveries for secured creditors, who would otherwise face the risk of significant financial loss in the absence of this proceeding.

ii. Appointment of FTI as the Monitor

101. FTI has consented to act as the Court-appointed monitor of the Applicants, subject to Court approval. A copy of FTI's consent to act is attached hereto as **Exhibit "AAA".**

102. I am advised by Jeffrey Rosenberg of FTI that FTI is a trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, as amended, and is not subject to any of the restrictions on who may be appointed as Monitor set out in section 11.7(2) of the CCAA.

103. FTI has not previously acted as the Applicants' auditor.

104. I understand that FTI has extensive experience with similar mandates and is therefore well-suited to serve as the Monitor in this proceeding.

105. I am also advised by Mr. Rosenberg that the Proposed Monitor is supportive of the relief being sought by the Applicants in the draft Initial Order. I have been advised by Mr. Rosenberg that the Proposed Monitor will be filing a pre-filing report in respect of such

relief, and if appointed as Monitor of the Applicants, FTI will also file a report in respect of the relief being sought at the Comeback Motion.

iii. Securities Relief

106. CanadaBis is a publicly traded company on the TSX Venture Exchange. In connection with this CCAA Proceeding, CanadaBis seeks authorization to dispense with certain securities filing requirements. In particular, the Applicants seek authorization for CanadaBis to incur no further expenses in relation to any filings (including financial statements), disclosures, core or non-core documents, restatements, amendments to existing filings, press releases or any other actions (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, regulations, and policies of a stock exchange, including without limitation, the *Securities Act* (Ontario), and comparable statutes enacted by other provinces of Canada, and the rules, regulations, and policies of the TSX Venture Exchange.

107. Due to ongoing liquidity and resource constraints, CanadaBis did not file its required quarterly financial statements for the period ended January 31, 2026 by the prescribed filing deadline of March 31, 2026, and is therefore in default of its continuous disclosure obligations. On April 9, 2026, CanadaBis received a cease trade order from the Alberta Securities Commission prohibiting the trading or purchasing of any of its securities, subject to a limited exception permitting certain non-insider and non-control securityholders to sell securities acquired prior to the date of the order through a "foreign organized regulated market" and through a registered investment dealer in accordance with applicable securities legislation. A copy of the cease trade order is attached hereto as **Exhibit "BBB".**

108. The time and cost of preparing the Securities Filings would detract from the Applicants' successful restructuring and result in an unnecessary expense given the Applicants' insolvency. There is no prejudice to stakeholders as relevant financial and operational information regarding the Applicants will continue to be made publicly available through the materials filed in this CCAA Proceeding, and published on the Monitor's Website

iv. Shareholders' Meetings

109. The Applicants seek authorization to postpone the requirement for any future annual general meeting of the shareholders of CanadaBis during the CCAA Proceeding. The Applicants seek to extend the time limit to call and hold such annual general meetings of shareholders until after the conclusion of the CCAA Proceeding.

110. In the circumstances, convening an annual general meeting of shareholders during the ongoing CCAA Proceeding would be unnecessary and an inefficient use of resources. The Applicants are focused on implementing a restructuring plan to preserve the business as a going concern and ensure employment stability. Given the insolvency of the Applicants, convening such a meeting during this time would be an inappropriate use of resources.

v. Administration Charge

111. The Initial Order provides for a Court-ordered Administration Charge in favour of the Proposed Monitor, counsel to the Proposed Monitor, and the Applicants' counsel over all of the Applicants' Property in order to secure payment of their respective fees and disbursements incurred in connection with services rendered in respect of the Applicants up to a maximum amount of $150,000.

112. During the Initial Stay Period, the Administration Charge is proposed to rank ahead of the D&O Charge, but will rank behind all existing valid encumbrances and security interests.

113. The Applicants require the expertise, knowledge, and continued participation of the proposed beneficiaries of the Administration Charge during this CCAA Proceeding to complete a successful restructuring. Each of the beneficiaries of the Administration Charge will have distinct roles in the Applicants' restructuring.

114. If the Applicants' liquidity is exhausted while professional fees and expenses remain outstanding over and above the amount of the retainers previously paid to the restructuring professionals as discussed above, the Administration Charge is intended to secure such amounts. I have been advised by Mitch Grossell at TGF that the Applicant's counsel, the Proposed Monitor and the Proposed Monitor's counsel will not continue working on this matter absent the Administration Charge. Accordingly, the Administration Charge in this case includes accrued and unpaid fees and expenses incurred by the beneficiaries of the Administration Charge for the work completed leading up to the filing date plus the anticipated fees and expenses incurred during the Initial Stay Period.

115. The Applicants have worked with the Proposed Monitor to estimate the proposed quantum of the Administration Charge. The Proposed Monitor has reviewed the quantum of the Administration Charge and has advised that it believes that the Administration Charge (including its proposed quantum) is reasonable and appropriate in the circumstances, given the services already provided and to be provided by the beneficiaries of the Administration Charge, and the complexities of the CCAA Proceeding.

116. At the Comeback Motion, the Applicants intend to request an increase in the amount of the Administration Charge and to elevate the Administration Charge ahead of all existing encumbrances and security interests.

vi. D&O Charge

117. To continue to carry on business during the CCAA Proceedings, the Applicants require the active and committed involvement of their D&Os. Accordingly, the D&Os require an indemnification from the Applicants regarding liabilities that may be incurred in the context of their positions with the Applicants after the commencement of the CCAA Proceeding.

118. Although the Applicants intend to comply with all applicable laws and regulations, including with respect to the timely remittance of source deductions and federal and provincial sales taxes, the D&Os nevertheless remain concerned about their potential personal liability, particularly in the present circumstances.

119. The Applicants directors' and officers' liability insurance (the "**D&O Insurance**") for the D&Os expires on May 25, 2026 and it is unclear whether its insurer will renew the policy. I understand from my legal counsel that it is uncertain whether all claims for which the D&Os may be personally liable will be covered by the D&O Insurance, given the various exceptions, exclusions, and carve-outs in the policy. It is also uncertain whether the amount of coverage provided by the D&O Insurance will be sufficient to adequately protect the D&Os from liability and to incentivize the D&Os to continue their service with the Applicants.

120. Absent the approval by the Court of the D&O Charge, I am concerned that all or a significant amount of the Applicants' D&Os may resign, which would, in all likelihood, render the CCAA Proceeding much more challenging, and possibly much more costly if the Applicants need to appoint a Chief Restructuring Officer or an independent director, to the detriment of the Applicants' creditors and other stakeholders.

121. The Applicants therefore seek the D&O Charge over their Property in the amount of $900,000 as part of the Initial Order to secure the indemnity granted by the Applicants in favour of the D&Os, to the extent that such claims are not covered by the D&O Insurance.

122. The proposed Initial Order provides that the D&O Charge ranks behind the Administration Charge and all existing valid encumbrances and security interests.

123. The quantum of the D&O Charge has been developed with the assistance and support of the Proposed Monitor taking into account the anticipated payroll, sales tax, and other potential exposure to director liability for the applicable period. The Proposed Monitor has advised that it is supportive of the proposed D&O Charge and quantum thereof.

124. The requested D&O Charge is reasonable and adequate given the complexity of the Applicants' business, and the corresponding potential exposure of the Applicants' D&Os to personal liability.

vii. The Proposed Ranking of Court-Ordered Charges

125. During the Initial Stay Period, the Applicants propose ranking the Charges as follows:

(a) first, the Administration Charge initially up to a maximum amount of $150,000; and

(b) second, the D&O Charge initially up to a maximum amount of $900,000.

126. Pursuant to the proposed Initial Order, the Charges are proposed to rank behind all existing valid encumbrances and security interests.

B. Comeback Motion Relief

i. Court Ordered Charges

127. If the Initial Order is granted, at the Comeback Motion, the Applicants plan to seek authorization to increase the amount of the Charges, as follows:

(a) the Administration Charge to $375,000; and

(b) the D&O Charge to $2,900,000.

128. At the Comeback Motion, the Applicants request the Administration Charge and the D&O Charge be given super-priority status, and rank ahead of all existing encumbrances and security interests.

ii. Stay Extension

129. The Applicants will also seek an extension of the Stay at the Comeback Motion to June 11, 2026 to provide sufficient time to, among other things, develop the SISP, continue to stabilize operations, and advance restructuring efforts under the supervision of this Court.

iii. Critical Suppliers Relief

130. At the Comeback Motion the Applicants intend to seek authorization to pay amounts owing, whether incurred pre-filing or post-filing, to certain vendors and suppliers for goods and services that they consider critical to the continued operation and preservation of the Business or the Property, subject to prior approval of the Monitor and up to a maximum aggregate amount of $290,000. The Applicants rely on certain service providers in their

day-to-day operations and this relief would give the Applicants the flexibility to pay certain pre-filing expenses if the Applicants, with the consent of the Monitor, believe they are necessary to preserve value and maintain critical relationships.

VIII. Conclusion

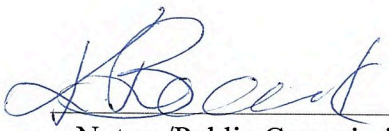
131. For the reasons set out above, I believe that it is in the best interests of the Applicants and their stakeholders that the Applicants be granted protection under the CCAA in accordance with the terms of the proposed Initial Order.

132. I swear this affidavit in support of the Applicants' application for the Initial Order pursuant to the CCAA, and for no other or improper purpose.

SWORN before me at the City of Red Deer, in the Province Alberta, this April 16, 2026.



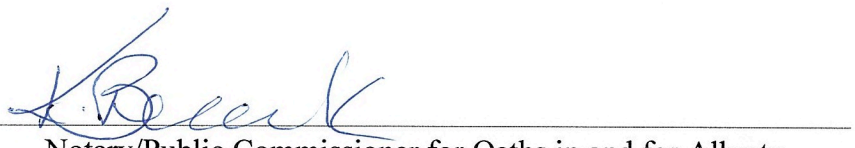
TRAVIS MCINTYRE



Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

This is Exhibit "A" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.



Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Canada Revenue Agency | Agence du revenu du Canada

Central and Southern Quebec TSO
Brossard QC J4Z 3T8

March 04, 2026

Account Number
74747 1498 RD0001

1998643 ALBERTA LTD.
255C CLEARVIEW DR
RED DEER COUNTY AB T4E 3B6

Dear Sir or Madam:

Subject: Legal warning about your Excise Duty debt of $5,732,834.05

Our records show that you still owe $5,732,834.05. This amount is due immediately.

If you do not pay the full amount or respond to this letter within 14 days, we may take legal action against you without further notice.

For example, we may garnish your income, garnish your bank account, seize and sell your assets, and use any other legal means to collect the amount you owe.

These are the ways you can pay:

- online or by phone using your Canadian financial institution's services
- online at canada.ca/cra-my-payment
- online by setting up a pre-authorized debit agreement at canada.ca/cra-sign-in-services
- in person at your Canadian financial institution. You will need a personalized remittance voucher
- in person at Canada Post for a fee. You will need a QR code

For more information or payment options, go to canada.ca/payments or call 1-800-959-5525. If you are outside of North America, call 613-940-8497. We accept collect calls.

.../2

You can also mail your payment to:

Canada Revenue Agency
PO Box 3800 STN A
Sudbury ON P3A 0C3

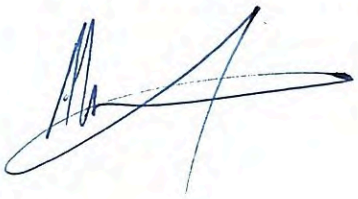
If you mail your payment, write your full business number on your cheque or money order so we can process it correctly. Please make cheques and money orders payable to the Receiver General for Canada.

For more information about our collections policies, go to canada.ca/cra-collections.

If you recently paid the amount you owe, we thank you and ask you to disregard this letter. However, if you paid more than 15 days ago, please call me at 438-462-1289.

Yours truly,

A. Ghrairi (1247)
Collections Officer



This is Exhibit "B" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

1998643 ALBERTA LTD. (sometime carrying on
business as Stigma Grow)
255C CLEARVIEW DR
RED DEER COUNTY AB T4E 3B6

Notice details

Date	JAN 2 9 2025
Contact name	A. Ghrairi (1247)
Telephone number	(438) 462-1289
Toll free number	1 833-541-3081
Account number	747471498RT0001

Requirement to pay

This is a copy of a requirement to pay we sent to:
Canadian Imperial Bank of Commerce (CIBC)

You can still make a payment on your debt. For payment options, go to **canada.ca/payments**.

If you already paid your debt in full, please call the contact person to provide the details of your payment.

The following taxpayer(s) owe(s) **$334,432.43** for the account 747471498RT0001.

1998643 ALBERTA LTD. (sometime carrying on
business as Stigma Grow)
255C CLEARVIEW DR
RED DEER COUNTY AB T4E 3B6

This requirement to pay from the Minister of National Revenue requires you to send us any money you would otherwise pay to the taxpayer; but do not send more than $334,432.43, at the rate of 100% of all payments. For requirements to pay, money includes amounts from any assets of the taxpayer that can be converted into cash.

You are required to pay under subsections 317(1), (2), and/or (6) of the Excise Tax Act, subsections 289(1), (2), and/or (4) of the Excise Act, 2001, subsections 75(1), (2), and/or (5) of the Air Travellers Security Charge Act, subsections 89(1), (2), and/or (4) of the Softwood Lumber Products Export Charge Act, 2006, subsections 153(1), (2) and/or (4) of the Greenhouse Gas Pollution Pricing Act, or subsection 142(1), (2) and/or (4) of the Select Luxury Items Tax Act.

Money you owe or are paying to the taxpayer

You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

1. If you owe money to the taxpayer now, you must send us this amount right away.
2. If you owe money to the taxpayer within the next year, you must send this amount to us as soon as this money becomes due.
3. If you owe money to the taxpayer within or after one year, such as interest, rent, salary or wages, dividends, annuities, or any other periodic payments, you must send this money to us as soon as it becomes due.

Please make your payment payable to the Receiver General.

Notice details

1998643 ALBERTA LTD. (sometime carrying on business as Stigma Grow)
255C CLEARVIEW DR
RED DEER COUNTY AB T4E 3B6

Date JAN 2 9 2025

Your legal obligation

You are required to send this money to us even if you were planning to or have been directed to send money that would otherwise be payable to the taxpayer, to a creditor of the taxpayer, the taxpayer's representative, or to any other person.

Your liability

If you do not pay the money that is required according to the terms of this requirement, you will become liable for the payment of this money.

Keep records

Keep a copy of this requirement to pay for at least **one year**. Also keep a detailed record of all payments you send us for at least six years from the date of this requirement.

For more information regarding requirements to pay, go to **canada.ca/cra-requirement-to-pay**.

Collections Officer



(TAXPAYER)

1998643 ALBERTA LTD. (sometime carrying on
business as Stigma Grow)
255C CLEARVIEW DR
RED DEER COUNTY AB T4E 3B6

Notice details

Date	JAN 3 0 2025
Contact name	A. Ghrairi (1247)
Telephone number	(438) 462-1289
Toll free number	1 833-541-3081
Account number	747471498RD0001

Requirement to pay

This is a copy of a requirement to pay we sent to:
Alberta Gaming Liquor & Cannabis

You can still make a payment on your debt. For payment options, go to **canada.ca/payments**.

If you already paid your debt in full, please call the contact person to provide the details of your payment.

The following taxpayer(s) owe(s) **$5,488,425.38** for the account 747471498RD0001.

1998643 ALBERTA LTD. (sometime carrying on
business as Stigma Grow)
255C CLEARVIEW DR
RED DEER COUNTY AB T4E 3B6

This requirement to pay from the Minister of National Revenue requires you to send us any money you would otherwise pay to the taxpayer; but do not send more than $5,488,425.38, at the rate of 100% of all payments. For requirements to pay, money includes amounts from any assets of the taxpayer that can be converted into cash.

You are required to pay under subsections 317(1), (2), and/or (6) of the Excise Tax Act, subsections 289(1), (2), and/or (4) of the Excise Act, 2001, subsections 75(1), (2), and/or (5) of the Air Travellers Security Charge Act, subsections 89(1), (2), and/or (4) of the Softwood Lumber Products Export Charge Act, 2006, subsections 153(1), (2) and/or (4) of the Greenhouse Gas Pollution Pricing Act, or subsection 142(1), (2) and/or (4) of the Select Luxury Items Tax Act.

Money you owe or are paying to the taxpayer

You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

1. If you owe money to the taxpayer now, you must send us this amount right away.
2. If you owe money to the taxpayer within the next year, you must send this amount to us as soon as this money becomes due.
3. If you owe money to the taxpayer within or after one year, such as interest, rent, salary or wages, dividends, annuities, or any other periodic payments, you must send this money to us as soon as it becomes due.

Please make your payment payable to the Receiver General.

Notice details

1998643 ALBERTA LTD. (sometime carrying on business as Stigma Grow)
255C CLEARVIEW DR
RED DEER COUNTY AB T4E 3B6

Date JAN 30 2025

Your legal obligation

You are required to send this money to us even if you were planning to or have been directed to send money that would otherwise be payable to the taxpayer, to a creditor of the taxpayer, the taxpayer's representative, or to any other person.

Your liability

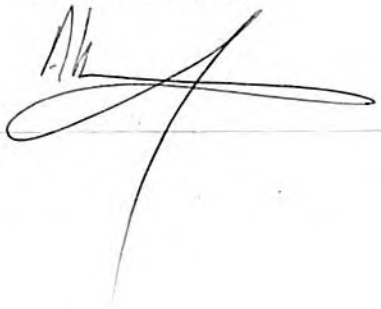
If you do not pay the money that is required according to the terms of this requirement, you will become liable for the payment of this money.

Keep records

Keep a copy of this requirement to pay for at least **one year**. Also keep a detailed record of all payments you send us for at least six years from the date of this requirement.

For more information regarding requirements to pay, go to **canada.ca/cra-requirement-to-pay**.

Collections Officer



(TAXPAYER)

This is Exhibit "C" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
~~July 9, 20~~ 27

Government of Alberta ■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2026/03/11
Time of Search: 12:45 PM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 46702574
Customer Reference Number:

Corporate Access Number: 2020078941
Business Number: 707954129
Legal Entity Name: CANADABIS CAPITAL INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2016/11/29 YYYY/MM/DD

Registered Office:
Street: 255C CLEARVIEW DR
City: RED DEER COUNTY
Province: ALBERTA
Postal Code: T4E3B6

Records Address:
Street: 255C CLEARVIEW DR
City: RED DEER COUNTY
Province: ALBERTA
Postal Code: T4E3B6

Email Address: ONEILL@GOLD.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
MCINTYRE	KIMBERLEY			255 C CLEARVIEW DRIVE	RED DEER COUNTY	ALBERTA	T4E3B6	KIM@STIGMAGROW.CA

Directors:

Last Name: BACSALMASI
First Name: NICOLE
Street/Box Number: 1900, 520-3RD AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P0R3

Last Name: CHANA

First Name: SHANE
Street/Box Number: 6024 CRAWFORD DRIVE SW
City: EDMONTON
Province: ALBERTA
Postal Code: T6W3Y5

Last Name: MCINTYRE
First Name: TRAVIS
Street/Box Number: BOX 850, 410032 RRD 7-4
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T1A6

Last Name: MICHAUD
First Name: ALEX
Street/Box Number: 1411 - 108TH AVENUE S.W.
City: EDMONTON
Province: ALBERTA
Postal Code: T2W0C6

Transfer Agents:

Last Name: COMPUTERSHARE TRUST COMPANY OF CANADA
Street: 800, 324 - 8TH AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P2Z2

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE THE ATTACHED SCHEDULE OF SHARE CAPITAL.
Share Transfers Restrictions: NONE.
Min Number Of Directors: 3
Max Number Of Directors: 15
Business Restricted To: NONE.
Business Restricted From: NONE.
Other Provisions: SEE THE ATTACHED SCHEDULE OF OTHER RULES OR PROVISIONS.

Holding Shares In:

Legal Entity Name
2103157 ALBERTA LTD.
STIGMA PHARMACEUTICALS INC.
FULL SPECTRUM LABS LTD.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2025	2025/11/19

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/11/29	Incorporate Alberta Corporation
2020/02/22	Update BN
2020/07/08	Change Address
2025/11/19	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2026/02/12	Change Agent for Service
2026/02/12	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2016/11/29
Other Rules or Provisions	ELECTRONIC	2016/11/29

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

This is Exhibit "D" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2029

Government of Alberta ■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2026/03/17
Time of Search: 07:19 AM

Service Request Number: 46742362
Customer Reference Number: 07293198-EDD3_5_6080804

Corporate Access Number: 2021892399
Business Number: 773172119
Legal Entity Name: STIGMA PHARMACEUTICALS INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2019/04/26 YYYY/MM/DD

Registered Office:
Street: 255C CLEARVIEW DR
City: RED DEER COUNTY
Province: ALBERTA
Postal Code: T4E3B6

Records Address:
Street: 255C CLEARVIEW DRIVE
City: CALGARY
Province: ALBERTA
Postal Code: T4E3B6

Email Address: ONEILL@GOLD.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
MCINTYRE	KIM			255C CLEARVIEW DR	RED DEER COUNTY	ALBERTA	T4E3B6	KIM@STIGMAGROW.CA

Directors:

Last Name: MCINTYRE
First Name: KIMBERLEY
Street/Box Number: P.O. BOX 850
City: ROCKY MOUNTAIN HOUSE

Province: ALBERTA
Postal Code: T4T1A6

Last Name: MCINTYRE
First Name: TRAVIS
Street/Box Number: P.O. BOX 850
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T1A6

Voting Shareholders:

Legal Entity Name: CANADABIS CAPITAL INC.
Corporate Access Number: 2020078941
Street: SUITE 1620 734 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P3P8
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: AN UNLIMITED NUMBER OF COMMON VOTING SHARES.
Share Transfers Restrictions: NONE.
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE.
Business Restricted From: NONE.
Other Provisions: SEE THE ATTACHED SCHEDULE OF OTHER RULES OR PROVISIONS.

Holding Shares In:

Legal Entity Name
1998643 ALBERTA LTD.

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
2019263603	1926360 ALBERTA LTD.

2021465410	2146541 ALBERTA LTD.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2025	2025/04/14

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2019/04/26	Amalgamate Alberta Corporation
2019/08/19	Change Address
2019/09/06	Change Director / Shareholder
2020/02/23	Update BN
2025/04/14	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Other Rules or Provisions	ELECTRONIC	2019/04/26
Amalgamation Agreement	10000607108994578	2019/04/26
Statutory Declaration	10000407108994579	2019/04/26

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

This is Exhibit "E" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Government of Alberta ■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2026/03/12
Time of Search: 06:45 AM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 46708083
Customer Reference Number:

Corporate Access Number: 2019986435
Business Number: 747471498
Legal Entity Name: 1998643 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2016/10/13 YYYY/MM/DD

Registered Office:
Street: 255 C CLEARVIEW DRIVE
City: RED DEER COUNTY
Province: ALBERTA
Postal Code: T4E3B6

Records Address:
Street: 255 C CLEARVIEW DRIVE
City: RED DEER COUNTY
Province: ALBERTA
Postal Code: T4E3B6

Email Address: KIM@STIGMAGROW.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
MCINTYRE	KIMBERLY			410032 RRD 7-4	CLEARWATER COUNTY	ALBERTA	T4T1B4	KIM@STIGMAGROW.CA

Directors:

Last Name: MCINTYRE
First Name: KIMBERLEY
Street/Box Number: BOX 850
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T1A6

Last Name: MCINTYRE
First Name: TRAVIS
Street/Box Number: BOX 850
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T1A6

Voting Shareholders:

Legal Entity Name: STIGMA PHARMACEUTICALS INC.
Corporate Access Number: 2021892399
Street: BOX 850
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T1A6
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SEE ELECTRONIC ATTACHMENT
Share Transfers Restrictions:	NO SHARE OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS EVIDENCED BY A DIRECTOR'S RESOLUTION
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	THERE ARE NO RESTRICTIONS ON THE BUSINESS WHICH MAY BE CARRIED ON BY THE CORPORATION
Business Restricted From:	THERE ARE NO RESTRICTIONS ON THE BUSINESS WHICH MAY BE CARRIED ON BY THE CORPORATION
Other Provisions:	SEE ELECTRONIC ATTACHMENT

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
STIGMA CANNABIS	TN20074118
STIGMA GROW	TN22464796
STIGMA PHARMACEUTICALS	TN20058582

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2025	2026/01/09

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/10/13	Incorporate Alberta Corporation
2020/02/22	Update BN
2021/11/04	Change Director / Shareholder
2026/01/09	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2016/10/13
Other Rules or Provisions	ELECTRONIC	2016/10/13

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "F" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Licence No. - Nº de licence
LIC-EHU8AS7A56-2022

LICENCE

This licence is issued in accordance with the *Cannabis Act* and *Cannabis Regulations*

LICENCE

Cette licence est délivrée conformément à la *Loi sur le cannabis* et le *Règlement sur le cannabis*

Licence Holder / Titulaire de la licence :
1998643 Alberta Ltd. DBA Stigma Grow

Licensed Site / Lieu autorisé :
255 CLEARVIEW DRIVE
RED DEER COUNTY, AB, CANADA, T4E3B6

The above-mentioned person is authorized to conduct, at the site specified on this licence, the activities listed below for the following licence classes and subclasses.

La personne susmentionnée est autorisée à effectuer, sur le site spécifié sur cette licence, les activités énumérées ci-dessous pour les catégories et les sous-catégories de licence suivantes.

Standard Cultivation

Culture standard

Activities	**Activités**
• To possess cannabis • To obtain dried cannabis, fresh cannabis, cannabis plants or cannabis plant seeds by cultivating, propagating and harvesting cannabis • For the purposes of testing, to obtain cannabis by altering its chemical or physical properties by any means • To sell cannabis in accordance with subsection 11(5) of the Cannabis Regulations	• Avoir du cannabis en sa possession • Obtenir du cannabis séché, du cannabis frais, des plantes de cannabis ou des graines provenant de telles plantes par la culture, la multiplication et la récolte de cannabis • Afin d'effectuer des essais sur du cannabis, obtenir du cannabis par l'altération, par tout moyen, de ses propriétés physiques ou chimiques • Vendre du cannabis en vertu du paragraphe 11(5) du Règlement sur le cannabis

Conditions	**Conditions**
The licence holder must meet the requirements set out in the Health Canada document entitled "*Mandatory cannabis testing for pesticide active ingredients - Requirements*".	Le titulaire de la licence doit respecter les exigences énoncées dans le document de Santé Canada intitulé *« Analyse obligatoire du cannabis pour les résidus de principes actifs de pesticides- Exigences ».*

Standard Processing

Transformation standard

Activities	**Activités**
• To possess cannabis • To produce cannabis, other than obtain it by cultivating, propagating or harvesting it • To sell cannabis in accordance with subsection 17(5) of the Cannabis Regulations	• Avoir du cannabis en sa possession • Produire du cannabis, sauf en l'obtenant par la culture, la multiplication et la récolte • Vendre du cannabis en vertu du paragraphe 17(5) du Règlement sur le cannabis

Conditions	**Conditions**
The licence holder must meet the requirements set out in the Health Canada document entitled "*Mandatory cannabis testing for pesticide active ingredients - Requirements*".	Le titulaire de la licence doit respecter les exigences énoncées dans le document de Santé Canada intitulé *« Analyse obligatoire du cannabis pour les résidus de principes actifs de pesticides- Exigences ».*
The only cannabis products that the licence holder may sell or distribute to (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis topicals; cannabis extracts; and edible cannabis.	Les seuls produits du cannabis que le titulaire de la licence peut vendre ou distribuer (i) à un titulaire d 'une licence de vente et (ii) à une personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d 'une plante de cannabis; cannabis séché; cannabis frais; cannabis pour usage topique; extrait de cannabis; et cannabis comestible.

Acting Director, Licencing and Security, Controlled Substances and Cannabis Branch

Directrice par intérim, Licences et sécurité, Direction générale des substances contrôlées et du cannabis

Conditions	Conditions
The only cannabis products that the licence holder may send or deliver to the purchaser at the request of (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis topicals; cannabis extracts; and edible cannabis.	Les seuls produits du cannabis que le titulaire de la licence peut expédier ou livrer à l'acheteur à la demande (i) d'un titulaire d'une licence de vente et (ii) dune personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d'une plante de cannabis; cannabis séché; cannabis frais; cannabis pour usage topique; extrait de cannabis; et cannabis comestible.

Indoor Area(s) / Zone(s) intérieure(s)
The possession of cannabis and the other activities mentioned above are authorized in the following building(s) / La possession de cannabis et les autre activités mentionnées ci-haut sont autorisées dans les bâtiment(s) suivant(s) :

Building 1

Effective date of the licence:

This licence is effective as of **March 2, 2022**

Date d'entrée en vigueur de la licence:

Cette licence entre en vigueur à compter du **2 mars 2022**

Expiry date of the licence:

This licence expires on **March 2, 2027**

Date d'expiration de la licence:

La présente licence expire le **2 mars 2027**

Labak

Acting Director, Licencing and Security, Controlled Substances and Cannabis Branch

Directrice par intérim, Licences et sécurité, Direction générale des substances contrôlées et du cannabis

This is Exhibit "G" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 20 27

Government of Alberta ■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2026/03/16
Time of Search: 01:14 PM

Service Request Number: 46736778
Customer Reference Number: 07290943-EDD3_5_6079220

Corporate Access Number: 2021031576
Business Number: 766334510
Legal Entity Name: 2103157 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2018/03/05 YYYY/MM/DD

Registered Office:
Street: 410032 RANGE RD. 7-4
City: CLEARWATER COUNTY
Province: ALBERTA
Postal Code: T4T1B4

Mailing Address:
Post Office Box: P.O. BOX 850
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T1A6

Email Address: KIM@STIGMAGROW.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
MCINTYRE	KIMBERLEY			410032 RRD 7-4	CLEAR WATER COUNTY	ALBERTA	T4T1B4	KIM@STIGMAGROW.CA

Directors:

Last Name: MCINTYRE
First Name: KIMBERLEY
Street/Box Number: P.O. BOX 850
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T1A6

Last Name: MCINTYRE
First Name: TRAVIS
Street/Box Number: P.O. BOX 850
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T1A6

Voting Shareholders:

Legal Entity Name: CANADABIS CAPITAL INC.
Corporate Access Number: 2020078941
Street: 255C CLEARVIEW DR.
City: RED DEER COUNTY
Province: ALBERTA
Postal Code: T4E3B6
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE "A" ATTACHED.
Share Transfers Restrictions: NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION.
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE "B" ATTACHED.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
INDICATIVE COLLECTION	TN23334634

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2025	2025/03/21

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2018/03/05	Incorporate Alberta Corporation
2020/02/23	Update BN
2021/01/19	Change Director / Shareholder
2025/03/21	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2018/03/05
Other Rules or Provisions	ELECTRONIC	2018/03/05

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "H" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated the 1st day of December , 2023.

BETWEEN:

2103157 ALBERTA LTD., a corporation incorporated under the laws of the Province of Alberta, Canada
(the "**Vendor**")

-and-

2116173 ALBERTA LTD., a corporation incorporated under the laws of the Province of Alberta, Canada
(the "**Purchaser**")

WHEREAS the Vendor owns the Assets (as hereinafter defined) and operates a retail cannabis store (the "**Business**") located at 124 Leva Ave, Red Deer, Alberta (the "**Lands**");

AND WHEREAS the Vendor owns the Lands and has agreed to lease the Lands to the Purchaser to allow the Purchaser to continue to operate the Business at such location;

AND WHEREAS the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor the aforesaid Assets comprising the Business upon and subject to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, and for other goods and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree with each other as follows:

1. INTERPRETATION

In this Agreement, the following terms have the meanings set out below:

(a) "**Agreement**" means this agreement and all amendments to this Agreement by written agreement between the Vendor and the Purchaser;

(b) "**Assets**" means the assets and undertaking utilized by the Vendor in its Business on the Lands including the Inventory and Assumed Contracts all as more particularly identified and referred to or described in paragraph 2(a) and Schedule "A";

(c) "**Assumed Contracts**" means those contracts more particularly identified and referred to or described in Schedule "B";

(d) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in Alberta;

(e) "**Closing Date**" means five (5) Business Days after the Purchaser has received licensing approval for the operation of the Business, or such other date as may be agreed to in writing between the Vendor and the Purchaser;

(f) "**Inventory**" means the inventory of the Business used by the Business and has been purchased by the Vendor from the Vendor's suppliers;

(g) "**Licenses**" means all rights, to the extent assignable, conferred under any licenses, registrations, certificates and/or permits held by the Vendor relating to the Assets (whether or not assignable to the Purchaser);

(h) "**Person**" means an individual or a body corporate, trust, partnership, fund, an unincorporated association or organization;

(i) "**Purchase Price**" has the meaning set out in paragraph 2(c); and

(j) "**Time of Closing**" means 9:00 a.m. (Mountain time) on the Closing Date.

The division of this Agreement into Articles and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trust, unincorporated organizations and corporations and vice versa.

All dollar amounts referred to in this Agreement are in Canadian funds unless otherwise provided.

The following are the Schedules attached to this Agreement and incorporated in this Agreement by reference:

Schedule "A"	Assets Purchased
Schedule "B"	Assumed Contracts

2. SALE AND PURCHASE

(a) Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase from the Vendor the Assets and Inventory owned by the Vendor, which Assets are comprised generally of all assets owned by the Vendor in relation to the Business, including, without limitation, those items set out in Schedule "A", the Assumed Contracts set out in Schedule "B" and the Inventory of the Business as at the Closing Date.

(b) The parties agree that the Inventory on the Closing Date shall be based on the Vendor's inventory records and valued at the cost to the Vendor. The Purchase Price shall be adjusted upwards or downwards based on the value of the Inventory established by the inventory records. In order to facilitate the purchase and in recognition that the Purchaser is intending to renovate the store after closing, the Purchaser shall limit inventory purchases as much as possible prior to the Closing Date with intention that the Purchaser only has to purchase minimal inventory.

(c) The Purchase Price payable to the Vendor for the Assets shall be One Hundred Twenty Five Thousand ($125,000.00) Dollars plus any applicable Good and Services Tax ("**GST**"), subject to adjustment of the Purchase Price based on the value of the Inventory described above.

(d) The Purchase Price shall be payable by the Purchaser to the Vendor by the payment to the Vendor of the sum of One Hundred Twenty Five Thousand ($125,000.00) Dollars plus any additional amount arising from the count of the Inventory by way of certified cheque, bank draft or solicitor's trust cheque at Closing.

(e) The Purchaser and Vendor hereby acknowledge that the sale and purchase contemplated herein is not intended to attract any GST payable under the *Excise Tax Act* (Canada) and Purchaser and Vendor agree to execute any and all forms, the effect of which will be to exempt the Purchaser from paying any tax under the *Excise Tax Act* (Canada). In the event GST is payable on the transaction, the Purchaser shall be solely responsible for the payment of such GST, and the Purchaser shall immediately deliver to the Vendor the sum necessary to pay such GST.

(f) Other than the commitments and obligations that arise under the Assumed Contracts, the Purchaser shall not assume any liabilities of the Vendor incurred prior to the Closing Date.

3. REPRESENTATIONS AND WARRANTIES

(a) The Vendor represents and warrants and acknowledges that the Purchaser is relying upon the following representations and warranties:

(i) the Vendor is a corporation duly incorporated, organized and subsisting under the laws of Alberta;

(ii) the Vendor has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions to be completed by the Vendor contemplated hereunder;

(iii) this Agreement constitutes a valid and legally binding obligation of the Vendor enforceable against the Vendor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court;

(iv) there is no contract, option or any other right of another binding upon or which at any time in the future may become binding upon the Vendor to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Assets other than pursuant to the provisions of this Agreement or pursuant to purchase orders accepted by the Vendor in the usual and ordinary course of the Vendor's Business;

(v) neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated by this Agreement by the Vendor will result in the violation of:

(A) any agreement or other instrument to which the Vendor is a party or by which the Vendor is bound, or

(B) any applicable law, rule or regulation;

(vi) the Vendor on the Closing Date will be the owner of the Assets with good and marketable title, free and clear of all liens, charges, encumbrances, and any other rights of others, except as otherwise disclosed and approved by the Purchaser;

(vii) the Vendor will operate the business in the ordinary course until the Closing Date to keep the goodwill of the customer for the benefit of the Purchaser;

(viii) all of the equipment and leasehold property owned or used by or in the Vendor's Business which comprise the Assets have been properly maintained and are in good working order;

(ix) the Vendor is duly licensed, registered and qualified to do business and is in good standing in each jurisdiction in which the nature of the Business and the Assets make such qualification necessary and all such licences, registrations and qualifications are valid and subsisting and in good standing and none of them contains any burdensome term, provision, condition or limitation which has or may have a material adverse effect on the Assets;

(x) the Business is in compliance with all laws being Federal, Provincial and Municipal;

(xi) the monthly sales figures (in respect of the Vendor's Business) and financial statements provided to the Purchaser by the Vendor are true and correct;

(xii) there are no outstanding orders, notices or similar requirements relating to the Business or to the Assets issued by any building, environmental, fire, health, labour or police authorities or from any other federal, provincial or municipal authority or from any regulatory authority and there are no matters under discussion with any such authorities relating to orders, notices or similar requirements;

(xiii) the Vendor has the Assets insured against loss or damage by all insurable hazards or risks on a replacement cost basis and such insurance coverage will continue to be in full force and effect to and including Closing Date. The Vendor is not in default with respect to such insurance coverage;

(xiv) the Inventory will be saleable quality based in the customary commercial quality standards;

(xv) the Vendor is not a party to any contract or commitment relating to the Business other than as disclosed and accepted by the Purchaser;

(xvi) the Vendor is not in default or breach of any contract or commitment to which it is a party, as it related to Business and there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute such a default or breach and all such contracts and commitments are in good standing and in full force and effect without amendment and the Vendor is entitled to all benefits under such contracts and commitments;

(xvii) the Vendor on the Closing Date will not be a party to or bound by any guarantee, indemnification, surety, or similar obligation relating to the Assets, which will not be immediately released or discharged subsequent to Closing;

(xviii) the Vendor is not in breach of any of terms, conditions or obligations of the Assumed Contracts;

(xix) the inventory records provided by the Vendor for the purposes of the adjustment of the Purchase Price pursuant to paragraph 2(b) accurately reflect the actual physical inventory of the Business, being the Inventory;

(xx) the Vendor has no collective bargaining or union contracts with any of their employees and all employees on the Closing Date shall be terminated and shall have been paid all salary, wages, benefits, and other compensation they may be entitled to, in the opinion of the Vendor;

(xxi) there are no actions, suits or proceedings pending or threatened against or materially adversely affecting, or which could materially adversely affect the Business or the Assets before or by any federal, provincial, municipal or other governmental court, department, commission, board, bureau, or agency, domestic or foreign;

(xxii) the Vendor is in good standing with all applicable taxing authorities and has completed and delivered all tax and other returns which the Vendor is required to file. All such tax and other returns are true and correct in all material aspects and are not the subject of any investigation or dispute with any taxing authority. The Vendor does not have any tax liability, contingent or otherwise, payable to any applicable taxing authority;

(xxiii) to the best of the Vendor's knowledge and belief there has not occurred and will not occur on the Closing Date:

(A) any material adverse change in the condition financial or otherwise or arising as a result of any legislative or regulatory change, revocation of any licence or right to do business, fire, explosion, accident, casualty, labour trouble, flood, drought, riot, storm, condemnation, act or God or otherwise; or

(B) any event or condition which has had or reasonably could have an adverse material effect on the Assets or the Business;

(xxiv) this Agreement has been duly executed and delivered by the Vendor and is a valid and binding obligation on the Vendor;

(xxv) the Vendor is not a non-resident person within the meaning of section 116 of the *Income Tax Act* (Canada); and

(xxvi) none of the foregoing representations, warranties and statements of fact contains any untrue statement of material fact or omits to state any material fact necessary to make any such representation, warranty or statement not misleading to a prospective purchaser of the Assets seeking full information concerning the matters which are the subject of such representations, warranties and statements.

(b) The representations and warranties of the Vendor in paragraph 3(a) shall survive the completion of the sale and purchase of the Assets and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Purchaser for a period of two (2) years from the Closing Date.

(c) The Purchaser represents and warrants to the Vendor that:

(i) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of Alberta;

(ii) the Purchaser has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions to be completed by the Purchaser contemplated hereunder;

(iii) this Agreement constitutes a valid and legally binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court;

(iv) the Purchaser is not a non-resident person with the meaning of section 116 of the *Income Tax Act* (Canada); and

(v) the Purchaser is a "Canadian" within the meaning of the *Investment Canada Act* (Canada).

(d) The representations and warranties of the Purchaser in paragraph 3(c) shall survive the completion of the sale and purchase of the Assets and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Vendor for a period of two (2) years from the Closing Date.

4. COVENANTS

(a) The Vendor hereby agrees to indemnify the Purchaser against all liabilities (whether accrued, actual, contingent or otherwise), claims and demands including, without limitation, liabilities, claims and demands for income, sales, excise or other taxes of or in connection with the Business, all of which liabilities, claims or demands have arisen or accrued on or prior to the Closing Date. Such indemnity shall survive for a period two (2) years from the Closing

Date except for the liabilities that arise under the Assumed Contracts subsequent to Closing Date or the payment of GST, if required.

(b) The Vendor shall ensure that the representations and warranties of the Vendor in paragraph 3(a) are true and correct at the Time of Closing.

(c) The Vendor shall indemnify the Purchaser against all losses, damages or expenses directly or indirectly suffered by the Purchaser resulting from any breach of any covenant of the Vendor contained in this Agreement or from any inaccuracy or misrepresentation in any representation or warranty in paragraph 3(a). Such indemnity shall survive for a period of two (2) years from the Closing Date.

(d) Until Closing Date, the Vendor shall immediately make available to the Purchaser and its professional advisors and other authorized representatives all title documents, abstracts of title, deeds, leases, certificates of any trade names, trademarks and copyrights, client lists, contracts and commitments in its possession or under its control relating to any of the Assets.

(e) Until the Closing Date, the Assets shall remain at the risk of the Vendor and the Vendor shall maintain sufficient insurance in respect of loss or damage to or any other casualty in respect of the Assets.

(f) The Vendor agrees to pay (prior to the Closing Date) any and all suppliers required to be paid by the Purchaser in respect of the Assets, it being specifically acknowledged that the non-payment of any such suppliers shall entitle the Purchaser to set off any such amount against the Purchase Price.

(g) The Purchaser shall ensure that the representations and warranties of the Purchaser in paragraph 3(c) are true and correct at the Time of Closing.

(h) The Purchaser hereby agrees to indemnify the Vendor against all liabilities (whether accrued, actual, contingent or otherwise), claims and demands including, without limitation, liabilities, claims and demands for income, sales, excise or other taxes of or in connection with the Vendor's Business, all of which liabilities, claims or demands have arisen or accrued subsequent to the Closing Date. Such indemnity shall survive for a period of two (2) years from the Closing Date.

(i) The Purchaser shall indemnify the Vendor against all losses, damages or expenses directly or indirectly suffered by the Vendor resulting from any breach of any covenant of the Purchaser contained in this Agreement or from any inaccuracy or misrepresentation in any representation or warranty in paragraph 3(c). Such indemnity shall survive for a period of two (2) years from the Closing Date.

5. OPTION TO PURCHASE OF 2116173 ALBERTA LTD

The Purchaser agrees to enter into an Option to Purchase of the shares of the Purchaser through a secondary agreement with Canadabis Capital Inc. in conjunction with the Closing

in the form outlined in Schedule "C", which the execution and delivery of same shall be a condition of Closing.

6. CONDITIONS OF CLOSING

(a) The obligations of the parties to complete the transactions contemplated by this Agreement and the obligations of the parties under this Agreement shall be subject to the fulfilment on or before Closing Date of the following conditions:

(i) each of the representations and warranties of the Vendor contained in paragraph 3(a) shall be true and correct as at the Closing Date;

(ii) the Purchaser shall have reviewed and been satisfied in its sole discretion of all corporate documentation and records of the Vendor as they related to the Assets;

(iii) the Vendor and the Purchaser shall have entered into a lease agreement for the Lands in a form satisfactory to the Purchaser, such terms anticipated to include a triple net lease with a rental amount equal to the Vendor's mortgage payments for not less than a three (3) year term with a tenant option for an additional five (5) year term at market rates;

(iv) the Vendor and its principals shall have entered into non-competition agreements in a form satisfactory to the Purchaser, respecting the geographic area that is a 10 kilometer radius from the Lands for a period of two (2) years from the Closing of this transaction;

(v) the Purchaser shall have received an approval of the Vendor's licenses in respect of the operation of the Business as a cannabis store, or a new license in respect of same;

(vi) the satisfactory completion of the due diligence procedures respecting the Assets by the Purchaser in its sole discretion;

(vii) the Vendor shall provide evidence acceptable to the Purchaser that all the employees of the Business have resigned or terminated and been paid for any benefit they may be entitled to;

(viii) the Vendor shall have made arrangements to the satisfaction of Purchaser for the discharge of any liens and encumbrances in respect of the Assets;

(ix) no material adverse change shall have occurred to the Business; and

(x) the Vendor is able to delivery possession of all of the Assets to the Purchaser free and clear of all seizures, liens and encumbrances.

(b) The conditions set out in paragraph 6(a) have been inserted for the benefit of the Purchaser. If any of the conditions set out in paragraph 6(a) shall not have been fulfilled on or prior to Closing Date, the Purchaser may rescind this Agreement by notice to the other party and in such event the rescinding party shall be released from all of its obligations under this Agreement. The Purchaser may waive or relax compliance with any of the conditions provided such party

is not obligated to fulfil the condition being waived or relaxed. Any such waiver or relaxation shall not prejudice any right of rescission in the event of non-fulfilment of the same condition at a later time or in the event of non-fulfilment of any other condition or conditions, provided that any such waiver or relaxation shall be binding upon the parties only if made in writing.

(c) In the event that a material portion of the Assets are lost, damaged or destroyed by or as a result of any occurrence or casualty of whatever nature prior to the Closing Date, the Purchaser may either:

(i) proceed with the completion of the purchase and sale, in which case the Purchase Price shall be adjusted by an amount equivalent to the extent of the loss resulting from such occurrence or casualty as agreed between parties, or failing such agreement, as may be established by arbitration conducted pursuant to the provisions of the *Arbitration Act* (Alberta); or

(ii) decline to proceed with the completion of the purchase and sale, in which event this Agreement shall terminate and be of no further force and effect, and neither party shall be entitled to any form of compensation as a result of such termination.

(d) The obligations of the parties to complete the transactions contemplated by this Agreement and the obligations of the parties under this Agreement shall be subject to the fulfilment on or before Closing Date of the following conditions:

(i) each of the representations and warranties of the Purchaser contained in paragraph 3(c) shall be true and correct as at the Closing Date; and

(ii) the Vendor and the Purchaser shall have entered into a lease agreement for the Lands in a form satisfactory to the Vendor, such terms anticipated to include a triple net lease with a rental amount equal to the Vendor's mortgage payments for not less than a three (3) year term with a tenant option for an additional five (5) year term at market rates.

(e) The conditions set out in paragraph 6(d) have been inserted for the benefit of the Vendor. If any of the conditions set out in paragraph 6(d) shall not have been fulfilled on or prior to Closing Date, the Vendor may rescind this Agreement by notice to the other party and in such event the rescinding party shall be released from all of its obligations under this Agreement. The Vendor may waive or relax compliance with any of the conditions provided such party is not obligated to fulfil the condition being waived or relaxed. Any such waiver or relaxation shall not prejudice any right of rescission in the event of non-fulfilment of the same condition at a later time or in the event of non-fulfilment of any other condition or conditions, provided that any such waiver or relaxation shall be binding upon the parties only if made in writing.

7. CLOSING ARRANGEMENTS

(a) The sale and purchase of the Assets shall be completed at the Time of Closing at the offices of the Vendor or at such other location as agreed to.

(b) On the Closing Date, the Vendor shall either deliver to the Purchaser or have available for signing by each of the Vendor and Purchaser, the following documents:

(i) a bill of sale for the Assets in favour of the Purchaser;

(ii) a general assignment in respect of the Assumed Contracts;

(iii) confirmation that all of the employees of the Vendor have either been terminated or paid in full to the Closing Date including the payment of all benefits and remittances of all statutory payments;

(iv) appropriate election form pursuant to the *Excise Tax Act* (Canada);

(v) fully executed lease for the Lands on terms established in accordance with paragraph 6(a)(iii);

(vi) fully executed non-competition agreements on terms established in accordance with paragraph 6(a)(iv);

(vii) such other documents, transfer, conveyances, deeds, consents, assignments and assurances as reasonably required to give effect to the transaction contemplated by this Agreement; and

(viii) all keys, combinations to safes, miscellaneous title documents and any and all other items or indicia of title to enable the Purchaser to assume full and complete and unencumbered operation and possession of the Assets.

(c) On the Closing Date, the Purchaser shall deliver to the Vendor or shall execute as required, the following documents:

(i) a bank draft, certified cheque or solicitor's trust cheque in respect of that portion of the Purchase Price, subject to any adjustments, as set out in paragraph 2(c).

8. GENERAL

(a) Each of the Vendor and the Purchaser shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

(b) Time shall be of the essence of this Agreement.

(c) The Vendor hereby indemnifies the Purchaser against any claims for any commission or other remuneration payable or alleged to be payable to any person in respect of the sale and purchase of the Assets, whether such person purports to act or have acted for the Vendor or the Purchaser in connection with the sale of the Assets.

(d) Each of the parties shall pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses incurred.

(e) This Agreement shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties.

(f) This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and cancels and supersedes any prior understandings and agreements between the parties with respect to the subject matter of this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set out in this Agreement.

(g) No modification of or amendment to this Agreement shall be valid or binding unless set out in writing and duly executed by both of the parties and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

(h) Any notice to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail, electronic mail or by transmittal by telecopier addressed to the recipient at the addresses provided for same, or to such other address, telecopier number or individual as may be designated by notice given by either party to the other. Any notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery and, if given by registered mail, on the third Business Day following the deposit in the mail and, if given by electronic mail or by telecopier, on the day of transmittal. If the party giving any notice knows or should reasonably know of any difficulties with the postal system which might affect the delivery of mail, any such notice shall not be mailed but shall be given by personal delivery, electronic mail or by telecopier.

(i) This Agreement shall be governed by the laws of the Province of Alberta. For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Agreement. The Vendor and the Purchaser submit to the jurisdiction of the courts of the Province of Alberta.

(j) This Agreement may be executed in any number of counterparts and by facsimile or electronically, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by the hands of their proper signing officers in that behalf on the date first above written.

2103157 ALBERTA LTD.

Per: _____
Travis McIntyre

2116173 ALBERTA LTD.

Per: _____
Nathan Turner

SCHEDULE "A"

ASSETS

SCHEDULE "B"

ASSUMED CONTRACTS

SCHEDULE "C"

OPTION TO PURCHASE

OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement (the "Agreement") is made this September 22, 2023 (the "Effective Date") between Canadabis Capital Inc., a corporation duly registered and existing under the laws of the Province of Alberta, with its principal place of business in Alberta (hereinafter referred to as the "Purchaser" or "Canadabis Capital"), and 2116173 Alberta Ltd., a corporation duly registered and existing under the laws of the Province of Alberta, with its principal place of business in Alberta (hereinafter referred to as the "Seller").

WHEREAS, the Seller operates a retail cannabis business (the "Business") with topline gross sales;

WHEREAS, the Purchaser wishes to acquire the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties agree as follows:

1. TERMS OF PURCHASE

1.1 Option to Purchase: The Seller hereby grants the Purchaser the exclusive right to purchase the Business for a period of three (3) years from six (6) months from the Effective Date of this Agreement.

1.2 Purchase Price: The purchase price for the Business shall be calculated as 1.5 times the topline gross sales of the Business minus any outstanding debt with the addition of any cash if relevant to be agreed upon. The topline gross sales figures shall be determined based on the financial statements of the Seller for the relevant period, to be reviewed or audited, if required by the Purchaser.

1.3 Payment Structure: The Purchase Price shall be payable with 25 percent (25%) in cash and the remainder in Canadabis Capital shares. The value of Canadabis Capital shares shall be based on the market price prevailing at the time of each respective payment. The number of Canadabis Capital shares to be issued shall be calculated by dividing the remaining balance of the Purchase Price (after deducting the cash payment) by the prevailing market price of Canadabis Capital shares.

1.4 Share Price Limitation: The issuance of Canadabis Capital shares as part of the Purchase Price shall only be valid if Canadabis Capital shares are trading above $0.25 per share at the time of issuance. If the shares are not trading above such amount, then the Purchase Price shall be paid in cash, or as otherwise agreed between the Purchaser and the Seller.

2. CONDITIONS AND COVENANTS

2.1 Due Diligence: The Purchaser shall be granted a reasonable period, not exceeding thirty (30) days from the date the notice of exercise is sent to the Seller, to conduct a thorough due diligence examination of the Business. The Seller agrees to cooperate fully and provide all necessary documents and information during this period.

2.2 Closing Procedure: The closing of the transaction contemplated herein shall occur within thirty (30) days following satisfaction of all the conditions precedent or due diligence stated herein. The closing date shall be determined by mutual agreement of the Parties and shall take place at a location mutually agreed upon.

2.3 Further Assurances: Each Party shall, at any time and from time to time, promptly execute and deliver all such further documents and instruments, and do all such further acts, as may be reasonably necessary or desirable to give full effect to this Agreement.

3. GENERAL PROVISIONS

3.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings, whether oral or written.

3.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Business is primarily located.

3.3 Amendment: Any amendment or modification to this Agreement shall be valid only if executed in writing by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Purchase Agreement as of the Effective Date first above written.

Canadabis Capital Inc.

By: _____
Name: [Name]
Title: [Title] Travis Mcintyre CEO

2116173 Alberta Ltd.

By: _____
Name: [Name]
Title: [Title]

This is Exhibit "I" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated December 1, 2023 BETWEEN:

2103157 Alberta Ltd of 255C Clearview Dr, Red Deer County, T4E 3B6

Telephone: _____

(the "Landlord")

OF THE FIRST PART

- AND -

2116173 Alberta Ltd of _____

Telephone: _____

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
    a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
    b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 124 Leva Ave, Red Deer, AB T4E 1B2, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
    c. "Common Areas and Facilities" mean:
        i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of

the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the retail store at 124 Leva Ave, Red Deer, AB T4E 1B2.

f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the retail store municipally described as 124 Leva Ave, Red Deer, AB T4E 1B2 (the "Premises").

4. The Premises will be used for only the following permitted use:
___Cannabis Retail Activities_____

_____

(the "Permitted Use").

5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

Term

6. The term of the Lease commences at 12:00 noon on December 1, 2023 and ends at 12:00 noon on December 01, 2026 (the "Term").

7. Notwithstanding that the Term commences on December 1, 2023, the Tenant is entitled to possession of the Premises at 12:00 noon on December 1, 2023.

8. The term of the lease can be reviewed annually upon request of Tenant or Landlord.

9. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

10. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

11. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 30 days notice.

Rent

12. Subject to the provisions of this Lease, the Tenant will pay a base rent of $20.00 per square foot or $4,680, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

13. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.

14. The Tenant will be charged an additional amount of 1.50% of the Base Rent for any late payment of Base Rent.

15. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.

16. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

17. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

18. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

19. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Security Deposit

20. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of $5,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

21. The Tenant may not use the Security Deposit as payment for the Rent.

22. Within 30 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to:

_____, or at such other place as the Tenant may advise.

Quiet Enjoyment

23. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

24. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

25. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

26. If the Landlord reenters the Premises or terminates this Lease, then:

    a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

    b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

h. the Tenant will pay to the Landlord on demand:

   i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

   ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:

1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

27. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

Tenant Improvements

28. The Tenant will obtain written permission from the Landlord before doing any of the following:

a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

b. removing or adding walls, or performing any structural alterations;

c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;

e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or

f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

29. The Tenant is responsible for paying to the Landlord the following utilities and other charges: electricity, natural gas, water, sewer, telephone, internet and cable.

30. The Tenant will also pay to the Landlord the following utilities and other charges in relation to the Premises: Property taxes and Insurance.

Insurance

31. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

Abandonment

32. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

33. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any

other forum, by the laws of the Province of Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

34. If there is a conflict between any provision of this Lease and the applicable legislation of the Province of Alberta (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

35. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

36. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Maintenance

37. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.

38. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

39. Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs in or about the Premises.

Care and Use of Premises

40. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

41. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities

are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

42. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

43. The Tenant will not engage in any illegal trade or activity on or about the Premises.

44. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

45. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

46. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

47. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

48. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

49. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

50. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

51. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

52. Time is of the essence in this Lease.

53. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have affixed their signatures on this 1 day of December, 2023

2103157 Alberta Ltd (Landlord)

_____

(Witness)

Per: _____

2116173 Alberta Ltd (Tenant)

_____

(Witness)

Per: _____

This is Exhibit "J" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Government of Alberta ■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2026/03/16
Time of Search: 01:14 PM

Service Request Number: 46736801
Customer Reference Number: 07290950-EDD3_5_6079229

Corporate Access Number: 2021955972
Business Number: 785608472
Legal Entity Name: FULL SPECTRUM LABS LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2019/05/27 YYYY/MM/DD

Registered Office:
Street: 410032 RRD 7-4
City: CLEARWATER COUNTY
Province: ALBERTA
Postal Code: T4T1B4

Records Address:
Street: 410032 RRD 7-4
City: CLEARWATER COUNTY
Province: ALBERTA
Postal Code: T4T1B4

Email Address: KIM@STIGMAGROW.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
MCINTYRE	TRAVIS			410032 RRD 7-4	CLEARWATER COUNTY	ALBERTA	T4T1B4	KIM@STIGMAGROW.CA

Directors:

Last Name: MCINTYRE
First Name: TRAVIS
Street/Box Number: BOX 850, 410032 RRD 7-4
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T1A6

Voting Shareholders:

Legal Entity Name:	CANADABIS CAPITAL INC.
Corporate Access Number:	2020078941
Street:	255C CLEARVIEW DR.
City:	RED DEER
Province:	ALBERTA
Postal Code:	T4E3B6
Percent Of Voting Shares:	100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	AN UNLIMITED NUMBER OF CLASS "A" COMMOM SHARES
Share Transfers Restrictions:	NO SHARE OF THE CORPORATION MAY BE TRANSFERRED WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS.
Min Number Of Directors:	1
Max Number Of Directors:	9
Business Restricted To:	THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.
Business Restricted From:	THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.
Other Provisions:	NONE

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2025	2025/05/23

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2019/05/27	Incorporate Alberta Corporation
2019/12/11	Change Director / Shareholder
2020/02/23	Update BN
2021/03/16	Service Provider Correct Legal Entity
2021/03/19	Change Address
2025/05/23	Enter Annual Returns for Alberta and Extra-Provincial Corp.

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "K" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

GOLDSTREAM CANNABIS INC.

Date and Time of Search: **March 16, 2026 12:13 PM Pacific Time**

Currency Date: January 23, 2026

HISTORICAL - Dissolved for Failure to File on March 02, 2026

Incorporation Number: BC1152402

Name of Company: GOLDSTREAM CANNABIS INC.

Business Number: 770661916 BC0001

Recognition Date and Time: Incorporated on February 09, 2018 09:22 AM Pacific Time

In Liquidation: No

Last Annual Report Filed: February 09, 2022

Receiver: No

Location of the Dissolved Company Records Office has not been filed with this office.

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
1152402 B.C. LTD.	May 10, 2018

DISSOLUTION/RESTORATION INFORMATION

Filing/Event	Date of Filing
System Dissolution - Fail to File	March 02, 2026

REGISTERED OFFICE INFORMATION

Mailing Address:
3457 MABEL LAKE PLACE
ENDERBY BC V4Y 4N4
CANADA

Delivery Address:
3457 MABEL LAKE PLACE
ENDERBY BC V4Y 4N4
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
3457 MABEL LAKE PLACE
ENDERBY BC V4Y 4N4
CANADA

Delivery Address:
3457 MABEL LAKE PLACE
ENDERBY BC V4Y 4N4
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Chana, Shane

Mailing Address:
6024 CRAWFORD DRIVE SW
EDMONTON AB T6W 3Y5
CANADA

Delivery Address:
6024 CRAWFORD DRIVE SW
EDMONTON AB T6W 3Y5
CANADA

Last Name, First Name, Middle Name:
McIntyre, Travis

Mailing Address:
410032 RRD 7-4, BOX 850
ROCKY MOUNTAIN HOUSE AB T4T 1A6
CANADA

Delivery Address:
410032 RRD 7-4, BOX 850
ROCKY MOUNTAIN HOUSE AB T4T 1A6
CANADA

OFFICER INFORMATION AS AT February 09, 2022

Last Name, First Name, Middle Name:
Chana, Shane

Office(s) Held: (CFO, Other Office(s))

Mailing Address:
6024 CRAWFORD DRIVE SW
EDMONTON AB T6W 3Y5
CANADA

Delivery Address:
6024 CRAWFORD DRIVE SW
EDMONTON AB T6W 3Y5
CANADA

Last Name, First Name, Middle Name:
McIntyre, Travis

Office(s) Held: (President)

Mailing Address:
410032 RRD 7-4, BOX 850
ROCKY MOUNTAIN HOUSE AB T4T 1A6
CANADA

Delivery Address:
410032 RRD 7-4, BOX 850
ROCKY MOUNTAIN HOUSE AB T4T 1A6
CANADA

This is Exhibit "L" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KELLY J. LE VANN
Barrister & Solicitor

March 24, 2023

Travis McIntyre
1998643 Alberta Ltd.
255C Clearview Drive
Red Deer County AB T4E 3B6

Dear Travis McIntyre:

Subject: Renewal of Cannabis Licence under the Excise Act, 2001

We have reviewed your cannabis licence renewal application, and are pleased to inform you that your cannabis licence under the Excise Act, 2001 (the Act) has been renewed effective March 26, 2023.

Cannabis licence number

The following licence number should be recorded on all correspondence with the CRA:

74747 1498 RD0001
255C Clearview Drive
Red Deer County AB T4E 3B6

Acknowledgement of Security

A person renewing a cannabis licence under the Act is required to maintain security in a form satisfactory to the CRA and in an amount determined by the Regulations Respecting Excise Licences and Registrations. Please ensure your posted security remains valid, and is sufficient to ensure payment of the amount referred to in paragraph 160(b) of the Act (highest duty payable on your B300 excise duty return for any month). If you have questions in regards to the security requirement, please contact our office.

Additional security in suitable form will be required. A review of your account indicates that you have provided $50,080 in cash to date. A separate letter detailing the required increase will be mailed to you shortly as discussed.

Renewal of Cannabis Licence

Information related to renewing a cannabis licence is provided in Excise Duty Notice EDN52, Obtaining and Renewing a Cannabis Licence. Subject to meeting the requirements for maintaining a cannabis licence, the licence will remain in effect for the period specified in the licence.

The expiry date for your licence will be March 2, 2027. In order to renew the cannabis licence, a completed Form L300, Cannabis Licence Application must be submitted to your regional office not later than 30 days before the expiry date.

Obligations of a Cannabis Licensee

Changes to Information

The CRA must be informed of any changes to the name, legal entity, business or mailing address, location of books and records or changes to any other information provided in the licence application form. The CRA must also be informed if your business/operations have been discontinued or sold.

Books and Records

All cannabis licensees are required to maintain adequate books and records and provide access to those books and records to excise officers. Denied access to books and records could result in a suspension or the cancellation of a cannabis licence. As per subsection 206(7) of the Act, every person who is required to keep records shall retain them until the expiry of six years after the end of the year to which they relate or for any other period that may be prescribed.

Filing of Returns

A form B300, Cannabis Duty and Information Return for each filing division under your cannabis licence must be filed for each calendar month whether or not any duty is payable. Your returns are due at the end of the month following the calendar month for the production being reported.

Electronic filing of the monthly B300 Cannabis Duty and Information Return, the B301 Application for a Refund of Cannabis Duty, as well as other account information, such as account transactions and balances, licence status and account maintenance activities, is available at canada.ca/my-cra-business-account. Electronic filing of returns provides immediate confirmation that your return has been received by the CRA. Enrollment can be completed online, and further information is available at canada.ca/my-cra-business-account or by phone at 1-800-959-5525.

Monthly excise cannabis returns may also be printed from our website at canada.ca/cannabis-excise so that they may be completed and submitted by mail. Please note that should a return and any payment due not be filed or received within the time limits, penalty and interest charges may be applied in accordance with the Act.

Methods of Destruction and Analysis

As a reminder, methods for destruction and analysis of cannabis products must be approved by the Minister. Any changes to the previously approved methods must be submitted in writing to the Regional Manager for Excise Duty for approval, prior to implementation of the revised procedures. The methods you submitted as part of the renewal process indicate updates may have been made. A separate letter addressing the amendments will be issued to you.

You submitted a separate operating procedure titled “Product Return and Disposition”. This will be reviewed for authorization and a separate letter will be issued to you on this matter.

Mandatory notification and witness of destruction is not required for regular, routine destruction. However, unusual destruction or the destruction of packaged goods returned from a purchaser are required to be reported and may require witnessing of the destruction by an officer.

For general information regarding the excise duty on cannabis products please go to canada.ca/cannabis-excise. To request a ruling or interpretation or make a technical enquiry on cannabis excise duty, please call 1-866-330-3304.

Sincerely,



Brenda Omara, CPA
A/Regional Manager, Western Region
Excise and Specialty Tax Division

Telephone: 1-866-330-3304
Facsimile: 1-204-984-0606
Address: Eastern Prairie Tax Services Office
PO Box 1022 Station Main
Winnipeg MB R3C 2W2

This is Exhibit "M" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027



UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS

For the Three Months Ended October 31, 2025 and 2024

NOTICE TO READER

Under National Instrument 51-102, Part 4, subsection 4.3(3)(a), if an auditor has not performed a review of the condensed consolidated interim financial statements, they must be accompanied by a notice indicating that the unaudited condensed consolidated interim financial statements have not been reviewed by an auditor.

The accompanying unaudited condensed consolidated interim financial statements of the Company have been prepared by and are the responsibility of the Company's management.

The Company's independent auditor has not performed a review of these unaudited condensed consolidated interim financial statements in accordance with the standards established by the Chartered Professional Accountants of Canada for a review of the unaudited condensed consolidated interim financial statements by an entity's auditor.

CANADABIS CAPITAL INC.

UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

As at

(Expressed in Canadian dollars)

	October 31, 2025	July 31, 2025
ASSETS		
Current assets		
Cash and cash equivalents	$ 938,926	$ 831,062
Trade accounts receivable and other receivables	1,164,777	1,444,261
Prepaid expenses	886,957	995,504
Biological assets (Note 7)	39,614	24,521
Inventory (Note 8)	11,773,628	11,397,910
	14,803,902	14,693,258
Property, plant and equipment (Note 10)	9,627,913	9,848,264
	$ 24,431,815	$ 24,541,522
LIABILITIES		
Current liabilities		
Demand line of credit (Note 12(ii))	$ 649,002	$ 671,635
Trade accounts payable and accrued liabilities (Note 9)	7,370,693	7,106,088
Goods and services tax payable	66,931	78,874
Income tax payable	113,319	113,319
Due to related parties (Note 18)	1,568,448	1,572,350
Current portion of lease obligations (Note 11)	335,697	368,802
Current portion of long-term debt (Note 12)	1,012,912	3,937,020
	11,117,002	13,848,088
Deferred income liability (Note 12(i))	148	736
Lease obligations (Note 11)	210,699	278,051
Long-term debt (Notes 12)	2,890,821	140,294
Convertible debenture (Note 13)	2,417,737	2,350,406
	16,636,407	16,617,575
SHAREHOLDERS' EQUITY		
Share capital (Note 15)	16,745,228	16,745,228
Warrants (Note 17)	138,250	138,250
Share-based payments reserve (Note 16)	3,125,605	3,125,605
Equity component of convertible debentures (Note 13)	1,209,056	1,209,056
Deficit	(13,515,917)	(13,387,378)
Total equity attributed to own shareholders	7,702,222	7,830,761
Non-controlling interest (Note 14)	93,186	93,186
	7,795,408	7,923,947
	$ 24,431,815	$ 24,541,522

Approved by the Board of Directors

"Travis McIntyre"
Travis McIntyre

"Shane Chana"
Shane Chana

See accompanying notes to the unaudited condensed consolidated financial statements

CANADABIS CAPITAL INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF NET LOSS AND COMPREHENSIVE LOSS
For the Three Months Ended
(Expressed in Canadian dollars)

	October 31, 2025	October 31, 2024
REVENUE		
Gross revenue	$ 5,729,412	$ 9,602,446
Excise duty	(2,468,122)	(4,515,919)
Net revenue (Note 5)	3,261,290	5,086,527
Cost of sales (Note 6)	(1,716,085)	(2,885,281)
Gross profit	1,545,205	2,201,246
EXPENSES		
General and administration	1,240,147	1,478,644
Marketing and selling expenses	108,999	170,885
Depreciation and amortization	76,845	132,977
	1,425,991	1,782,506
Income from operations	119,214	418,740
Other income and expenses		
Financing costs (Note 22)	(263,816)	(114,368)
Other income (expenses)	16,063	17,197
	(247,753)	(97,171)
Net Income/(loss) before tax for the period	(128,539)	321,569
Income tax expense - current income tax	-	-
Net Income/(loss) and comprehensive Income/(loss) for the period	(128,539)	321,569
Attributed to:		
Equity holders of the parent	(128,539)	321,569
Non-controlling interest	-	-
	$ (128,539)	$ 321,569
Per share amount (Note 21)		
Basic and diluted	$ 0.00	$ 0.00

See accompanying notes to the unaudited condensed consolidated financial statements

CANADABIS CAPITAL INC.

UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

For the Three Months Ended

(Expressed in Canadian dollars)

	Share Capital	Warrants	Share-based Payment Reserve	Equity component of convertible debentures	Deficit	Total equity attributable to own shareholders	Non-controlling Interest	Total shareholders' equity
Balance, July 31, 2024	$ 16,745,228	$ -	$ 3,125,605	$ -	$ (11,867,824)	$ 8,003,009	$ 93,186	$ 8,096,195
Net income and comprehensive income for the period	-	-	-	-	321,569	321,569	-	321,569
Balance, October 31, 2024	$ 16,745,228	$ -	$ 3,125,605	$ -	$ (11,546,255)	$ 8,324,578	$ 93,186	$ 8,417,764
Balance, July 31, 2025	$ 16,745,228	$ 138,250	$ 3,125,605	$ 1,209,056	$ (13,387,378)	$ 7,830,761	$ 93,186	$ 7,923,947
Net loss and comprehensive loss for the period	-	-	-	-	(128,539)	(128,539)	-	(128,539)
Balance, October 31, 2025	$ 16,745,228	$ 138,250	$ 3,125,605	$ 1,209,056	$ (13,515,917)	$ 7,702,222	$ 93,186	$ 7,795,408

See accompanying notes to the unaudited condensed consolidated financial statements

CANADABIS CAPITAL INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Three Months Ended
(Expressed in Canadian dollars)

	October 31, 2025	October 31, 2024
Cash provided by (used in)		
Operating activities		
Net Income/(loss) before tax for the year	$ (128,539)	$ 321,569
Items not affecting cash		
Accretion expense	94,266	8,742
Depreciation (Notes 6, 7 and 10)	222,002	228,807
Gain on disposal of property, plant and equipment	-	26,444
Change in fair value of biological asset (Note 7)	(15,093)	11,148
Non-cash other income	-	(2,292)
Non-cash interest expense	-	3,791
Changes in non-cash working capital (Note 23)	264,975	(1,274,721)
	437,611	(676,512)
Financing activities		
Advances from related parties	16,107	64,403
Repayment of amounts due to related parties	(20,009)	(10,000)
Proceeds (Repayment) from on demand line of credit	(22,633)	196,482
Repayment of long-term debt (Note 12)	(180,643)	(260,909)
Repayment of lease obligation (Note 11)	(120,918)	(88,266)
	(328,096)	(98,290)
Investing activities		
Purchase of property, plant and equipment (Note 10)	(1,651)	(102,561)
	(1,651)	(102,561)
Net change in cash and cash equivalents	107,864	(877,363)
Cash and cash equivalents		
Beginning of the period	831,062	1,678,531
End of the period	$ 938,926	$ 801,168
Supplemental cash flow information		
Interest paid	$ 169,550	$ 105,626

See accompanying notes to the unaudited condensed consolidated financial statements

1. Nature of operations

CanadaBis Capital Inc. ("CanadaBis" or the "Company") is incorporated under the Alberta Business Corporations Act ("ABCA") and its principal business is the production and sale of recreational cannabis and cannabis extracts. The Company's common shares are listed and traded on the TSX Venture Exchange under the symbol "CANB". The address of the Company's registered office is 255C Clearview Drive, Red Deer County, Alberta, Canada T4E 3B6.

2. Basis of preparation

(a) *Statement of compliance*

The accompanying unaudited condensed consolidated financial statements as at October 31, 2025 and for the three months ended October 31, 2025 and 2024 (the" Financial Statements") were prepared in accordance with International Accounting Standard ("IAS") 34, Interim Financial Reporting, as issued by the International Accounting Standards Board ("IASB") using the accounting policies the Company adopted in its annual consolidated financial statements as at and for the year ended July 31, 2025, except for any new and amended accounting standards adopted as outlined below in Note 3. Certain disclosures that are normally required to be included in the notes to annual audited financial statements have been condensed or omitted. The Company has prepared these Financial Statements on the basis that it will continue to operate as a going concern.

These Financial Statements were approved and authorized for issue by the Board of Directors on December 30, 2025.

(b) *Basis of consolidation*

Subsidiaries are entities controlled by CanadaBis. Control exists when CanadaBis has the power, directly or indirectly, to govern the financial and operating policies of an entity and to be exposed to the variable returns from its activities. The financial statements of the subsidiaries are included in the financial statements of CanadaBis from the date the control commences until the date control ceases.

Subsidiaries	Jurisdiction of incorporation	Ownership interest
Stigma Pharmaceuticals Inc.	Alberta, Canada	100%
1998643 Alberta Ltd.	Alberta, Canada	100%
Full Spectrum Labs Ltd.	Alberta, Canada	100%
2103157 Alberta Ltd.	Alberta, Canada	100%
Goldstream Cannabis Inc.	British Columbia, Canada	95%

Intercompany balances and any unrealized gains and losses or income and expenses arising from transactions with subsidiaries are eliminated to the extent of CanadaBis' interest.

(c) *Non-controlling interest*

Non-controlling interest represent equity interests in subsidiaries owned by outside parties. The share of net assets of subsidiaries attributable to non-controlling interests is presented as a component of shareholders' equity. Changes in the Company's ownership interest in subsidiaries that do not result in a loss of control are accounted for as equity transactions. Non-controlling interest consists of the non-controlling interest at the date of the original acquisition plus the non-controlling interest share of changes in equity since the date of acquisition.

The Company owns 95% of the outstanding common shares of its subsidiary, Goldstream Cannabis Inc. These consolidated financial statements include 100% of the assets and liabilities related to Goldstream Cannabis Inc., and include a non-controlling interest representing 5% of Goldstream Cannabis Inc.'s assets and liabilities not owned by the Company.

(d) *Basis of presentation and Going concern*

The Company's consolidated financial statements were prepared on a going concern basis. The going concern basis reflects management's expectation that the Company will be able to continue operating for the foreseeable future and will be able to realize its assets and discharge its liabilities in the normal course of business. These financial statements do not include any adjustments to the amounts and classification of assets and liabilities that would be required if the going concern assumption were no longer appropriate.

For the three months ended October 31, 2025, the Company recorded a net loss of $0.13 million (Adjusted EBITDA of $0.2.0 million) with positive cash flows from operating activities of $0.44 million. As at October 31, 2025, the Company had excise taxes payable of $6.3 million, of which approximately $5.1 million represented amounts in arrears, including interest and penalties. These arrears are subject to regular scheduled payments in accordance with arrangements with the Canada Revenue Agency which the Company remains fully compliant.

The Company's ability to continue as a going concern depends on its ability to improve operating cash flows, continued cooperation with lenders and remediation of debt covenants, continued cooperation with Canada Revenue Agency including compliance with current filing requirements and its ability to successfully raise funds and its ability to meet its debt obligations.

There can be no certainty that the Company will obtain the necessary financing or achieve the operational improvements required to support its ability to continue as a going concern. Accordingly, these financial statements do not reflect any adjustments that might result should the Company be unable to continue as a going concern.

3. Material accounting policies

These Financial Statements follow the same accounting policies and methods of computation as the Company's most recent audited annual consolidated financial statements for the year ended July 31, 2025, and should be read in conjunction with those financial statements. There have been no material changes in the Company's accounting policies during the interim period, except as disclosed in the notes to these Financial Statements. Certain prior period amounts have been reclassified to conform with the current period presentation.

There were no new or amended accounting standards adopted during the period.

4. Critical accounting estimates and judgements

The preparation of these Financial Statements requires management to make judgments, estimates and assumptions that affect the reported amount of revenues, expenses, assets, liabilities, and the disclosure of contingent assets and liabilities. These estimates and judgements concern matters that are inherently complex and uncertain. Judgements and estimates are continually evaluated and are based on historical experience and expectation of future events. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period or in the period of the revision and future periods if the review affects both current and future periods. The critical accounting estimates and judgments used in the preparation of these Financial Statements are consistent with those critical accounting estimates and judgments as disclosed in the audited consolidated financial statements as at and for the year ended July 31, 2025.

5. Net revenues (net of Excise Taxes)

	Three months ended	
	October 31, 2025	October 31, 2024
Extraction and concentrate products	$ 2,617,630	$ 3,888,955
Cultivation and wholesale	643,660	1,197,572
	$ 3,261,290	$ 5,086,527

Extraction and concentrate products consist of cannabis oils, concentrates, infused pre rolls, and derivative products manufactured using the Company's in-house extraction and formulation capabilities and sold under the Company's branded portfolios as well as through contract manufacturing arrangements with third party licensed producers. These products typically carry higher average selling prices and are subject to higher excise duty, but also offer superior gross margin potential when input costs and production efficiency are optimized.

Cultivation and wholesale consists primarily of dried cannabis flower and biomass sold into provincial distribution channels and to third party licensed producers. These products are subject to lower excise rates and generally have lower unit margins but provide steady baseline volume and support the Company's integrated production model by supplying feedstock for internal extraction.

6. Cost of sales

	Three months ended	
	October 31, 2025	October 31, 2024
Extraction and concentrate products	$ 1,127,835	$ 2,006,339
Cultivation and wholesale	588,250	878,942
	$ 1,716,085	$ 2,885,281

During the three months ended October 31, 2025 and 2024, aggregate depreciation charges of $136,682 and $87,047, respectively were included in cost of sales - extract.

7. Biological Assets

	October 31, 2025	July 31, 2025
Balance, beginning of the period	$ 24,521	$ 87,098
Capitalized cost of biological assets	139,370	336,488
Changes in fair value	(58,056)	(25,725)
Cash cost transferred to inventory upon harvest	(66,221)	(373,340)
Balance, end of the period	$ 39,614	$ 24,521

During the three months ended October 31, 2025 and 2024, the depreciation charge of $8,475 and $8,783, respectively related to property, plant and equipment used in the growth and harvesting of biological assets was capitalized to biological assets.
During the three months ended October 31, 2025 and 2024, the gross profit included the changes in fair value related to the biological assets of $(58,056) and ($11,148), respectively.
As at October 31, 2025, the cannabis crops in process were at approximately 45% complete relative to the anticipated harvest date. The selling price of dry flower per gram and trim per gram remained unchanged from July 31, 2025.

The Company measures its biological assets at their fair value less costs to sell. This is determined using a model which estimates the expected harvest yield in grams for flower and trim being cultivated, and then adjust those amounts for selling price per gram and costs to sell. The fair value of biological assets is considered a Level 3 categorization in the IFRS fair value hierarchy, as there is currently no actively traded commodity market in Canada for cannabis plants. The fair value of cannabis plants was determined using a valuation model that estimates the expected harvest yield per crop and applies this to the estimated fair value less costs to sell per gram of dried cannabis flower. Significant unobservable inputs were used by management as part of this model:

- Selling price – calculated based on weighted average selling prices of cannabis of comparable companies in the industry as well as prices paid for bulk cannabis that was acquired from arm's-length licensed producers for use in the extraction and tolling operations;
- Yield per plant – represents the expected number of dried cannabis flower which is expected to be obtained from each harvested cannabis plant; and
- Survival rate – represents the percentage of plants that start in the vegetative room that will eventually be harvested.

The following table quantifies each significant unobservable input used in the fair value of biological assets as at the periods presented:

	October 31, 2025		July 31, 2025	
Selling price (Dry Flowers)	$3.00 p/gram	$3,333	$3.00 p/gram	$3,333
Yield per plant	42 grams	$3,500	42 grams	$3,500
Survival rate	95.0%	$5,300	95.0%	$5,300

8. Inventory

	October 31, 2025	July 31, 2025
Bulk material and retail	$ 147,637	$ 180,178
Harvested cannabis	226,378	292,598
Extraction products	11,399,613	10,925,134
	$ 11,773,628	$ 11,397,910

9. Trade accounts payable and accrued liabilities

As at October 31, 2025 and July 31, 2025, the trade accounts payable and accrued liabilities includes excise taxes payable of $6,320,343 and $5,984,543, respectively.

10. Property, plant and equipment

	Land	Building and improvements (i)	Plant and equipment (ii)	Office equipment	Computer hardware	Automobiles	Total
Cost							
Balance, July 31, 2024	$ 2,425,000	$ 7,571,913	$ 2,866,028	$ 160,455	$ 60,751	$ 248,011	$ 13,332,158
Additions	-	6,277	109,873	3,745	8,192	253,461	381,548
Derecognition of vehicle loan	-	-	-	-	-	(211,896)	(211,896)
Balance, July 31, 2025	2,425,000	7,578,190	2,975,901	164,200	68,943	289,576	13,501,810
Additions	-	-	-	-	1,651	-	1,651
Balance, October 31, 2025	$ 2,425,000	$ 7,578,190	$ 2,975,901	$ 164,200	$ 70,594	$ 289,576	$ 13,503,461
Accumulated depreciation							
Balance, July 31, 2024	$ -	$ 1,304,744	$ 1,267,388	$ 105,631	$ 47,129	$ 62,063	$ 2,786,955
Depreciation	-	264,355	545,965	17,623	11,587	44,208	883,738
Derecognition of automobile loans	-	-	-	-	-	(17,147)	(17,147)
Balance, July 31, 2025	-	1,569,099	1,813,353	123,254	58,716	89,124	3,653,546
Depreciation (iii)	-	66,558	134,083	4,023	2,740	14,598	222,002
Balance, October 31, 2025	$ -	$ 1,635,657	$ 1,947,436	$ 127,277	$ 61,456	$ 103,722	$ 3,875,548
Net book value							
October 31, 2025	**$ 2,425,000**	**$ 5,942,533**	**$ 1,028,465**	**$ 36,923**	**$ 9,138**	**$ 185,854**	**$ 9,627,913**
July 31, 2025	$ 2,425,000	$ 6,009,091	$ 1,162,548	$ 40,946	$ 10,227	$ 200,452	$ 9,848,264

(i) Included in property, plant and equipment is $917,919 (July 31, 2025 - $917,919) of building improvements and equipment that is not subject to amortization as it is currently under construction.

(ii) On January 31, 2021, 1998643 Alberta Ltd. entered into a lease arrangement with a company that is owned by two directors and a significant shareholder of CanadaBis to lease an extraction machine over a 72-month term for a monthly payment of $11,991 plus applicable taxes and residual value of $1, with first payment due April 30, 2021. Considering the related party nature of this transaction and outside of the normal course of business, the rate implicit to the arrangement approved by the Board of Directors was 11.0% and the original vendor cost of the asset was supported by an arm's length transaction between the lender and the vendor. For accounting purposes, the incremental borrowing rate for the Company (lessee) was assessed as 12.0% supported by an independent financing quote but due to financing constraints the Company entered into this lease arrangement with a related party. As at January 31, 2021, a right-of-use asset of $629,240 was recognized and a corresponding lease obligation (Note 11). The right-of use asset is depreciated over the lease term on a straight-line basis, which is shorter than the asset's useful life. During the three months ended October 31, 2025 and 2024, the aggregate lease payments for the extraction machine were $35,974.

(iii) This balance represents the aggregate depreciation charge for the three months ended October 31, 2025 that is prior to the capitalization of $8,475 to Biological Assets (Note 7) and reclassification of $136,682 from the "Depreciation and amortization" financial statement line item to Cost of sales (Note 6) for presentation purposes.

(iv) During the interim period, the Company did not identify any new indicators of impairment requiring an additional impairment assessment under IAS 36. There were no impairment losses or reversals recognized during the period.

11. Lease obligations

Right-of-use assets

The cost and accumulated depreciation related to the right-of-use assets have been included in property, plant and equipment (see Note 10). The changes in the net book value for the Company's right-of-use assets during the periods presented were as follows:

Cost	Plant and equipment	Vehicle	Total
Balance, July 31, 2024	$ 1,788,756	$ 53,579	$ 1,842,335
Addition	-	16,282	16,282
Balance, July 31, 2025 and October 31, 2025	1,788,756	69,861	1,858,617
Accumulated depreciation			
Balance, July 31, 2024	$ 759,528	$ 24,133	$ 783,661
Depreciation	426,944	11,796	438,740
Balance, July 31, 2025	1,186,472	35,929	1,222,401
Depreciation	107,613	3,522	111,135
Balance, October 31, 2025	$ 1,294,085	$ 39,451	$ 1,333,536
Net book value			
Balance, October 31, 2025	**$ 494,671**	**$ 30,410**	**$ 525,081**
Balance, July 31, 2025	$ 602,284	$ 33,932	$ 636,216

Lease liabilities

	October 31, 2025	July 31, 2025
Balance, beginning of the period	$ 646,853	$ 1,003,410
Vehicle	-	16,282
Lease payments	(120,918)	(485,455)
Interest expense	20,461	112,616
Balance, end of the period	546,396	646,853
Less current portion	(335,697)	(368,802)
Long term portion	$ 210,699	$ 278,051

Amounts recognized in profit and loss

	Three months ended	
	October 31, 2025	October 31, 2024
Lease expense on short-term lease	$ 7,026	$ 6,475
Interest expense on lease liabilities	20,461	33,303
Amounts expensed in profit and loss	$ 27,487	$ 39,778

Lease payments

The required undiscounted cash flows of lease payments of the lease liability as at October 31, 2025 are as follows:

	2025
Less than 1 year	$ 356,030
1-5 years	213,841
More than 5 years	-
	$ 569,871

12. Long-term debt

	RRRF Loan (i)	Commercial Mortgage Loan (ii)	Vehicle Loans (iii)(iv)(v)	Total
Balance, July 31, 2024	$ 178,381	$ 4,644,964	$ 132,519	$ 4,955,864
Additional funding	-	-	250,047	250,047
Repayment of principal	(131,160)	(825,405)	(28,992)	(985,557)
Derecognition of vehicle loans	-	-	(175,304)	(175,304)
Accretion	6,642	25,622	-	32,264
Balance, July 31, 2025	53,863	3,845,181	178,270	4,077,314
Less current portion	(53,863)	(3,845,181)	(37,976)	(3,937,020)
	$ -	$ -	$ 140,294	$ 140,294

	RRRF Loan (i)	Commercial Mortgage Loan (ii)	Vehicle Loans(iii)(iv)(v)	Total
Balance, July 31, 2025	$ 53,863	$ 3,845,181	$ 178,270	$ 4,077,314
Additional funding	-	-	-	-
Repayment of principal	(32,790)	(138,483)	(9,370)	(180,643)
Accretion	587	6,475	-	7,062
Balance, October 31, 2025	21,660	3,713,173	168,900	3,903,733
Less current portion	(21,660)	(952,749)	(38,503)	(1,012,912)
	$ -	**$ 2,760,424**	**$ 130,397**	**$ 2,890,821**

(i) On February 23, 2021, the Company through one of its wholly-owned subsidiaries secured funding of $393,428 under the Regional Relief and Recovery Fund ('RRRF"), an economic relief program under Canada's overall COVID-19 Economic Response Plan to fund ongoing non-capital operations. Repayment of this loan commenced on February 1, 2023 with 35 consecutive monthly installments of $10,930 and one final payment of $10,878 due on December 31, 2025. Interest is charged at an average bank rate plus 3% from commencement of repayment to December 31, 2025. Considering the interest free period and that received funding at an interest rate below market, the funding was deemed a government grant resulting in a deferred income liability recognized representing the benefit received. An annual effective interest rate of 5.45% was considered reflective of a market rate available at a financial institution under similar terms of repayment. As at October 31, 2025, the deferred income liability of $148 was outstanding net of $588 recognized during the three months ended October 31, 2025 as other income representing recognition of this benefit over the term of the funding agreement. A corresponding accretion expenses of $588 was recognized to accrete the loan outstanding during the current periods presented. The accretion expense is offset against an equal amount recognized in other income, resulting in a net impact of $Nil to net income for the three months ended October 31, 2025 and 2024.

(ii) On June 3, 2021, the Company announced that a binding commitment letter was signed on May 24, 2021 with Connect First Credit Union (the "Credit Union") for a new credit facility of $9.6 million to be comprised of a 5-year term, $8,850,000 commercial mortgage loan bearing interest at a fixed rate of 4.35% per annum (calculated daily and payable monthly in arrears) (the "Commercial Mortgage Loan) and a $750,000 on demand line of credit bearing interest at a rate of the lender's prime lending rate plus 1.00% per annum (calculated daily and payable monthly in arrears) (collectively, the "New Credit Facility"). On July 23, 2021, the first tranche of $7,210,000 was released upon meeting customary closing conditions and was used to settle the existing long-term debt (vendor takeback mortgage and demand mortgage). Aggregate financing costs associated with the New Credit Facility incurred was $225,000 that was allocated against the Commercial Mortgage Loan. The costs associated with the loan form part of the amortized costs of the loan used to determine the effective interest rate of 3.63%. The monthly payable of principal and accrued interest of the Commercial Mortgage Loan is $60,490. As at October 31, 2025, an amount of $649,002 was drawn down on the line of credit, which is classified as financing activities for purposes of presentation in the consolidated statement of cash flows for the three months ended October 31, 2025.

The Credit Facility is secured through the First Coverage Demand Collateral Mortgages over the properties held by 1998643 Alberta Ltd. and 2103157 Alberta Ltd. in the amounts of $8,850,000 and $750,000, respectively. Also, first charge security interest over all present and acquired personal property, unlimited guarantees and postponement of claims by Goldstream Cannabis Inc. and 1926360 Alberta Ltd., and the assignment and postponement of all related party debt to the amount of $1,640,000 is in place.

The commitment letter requires that the Company maintains the following debt covenants as defined: 1) a debt service coverage ratio not less than 1.40:1 to be tested annually; 2) a debt-to-equity ratio not greater than 1.00:1.00 to be tested annually; and 3) a current ratio not less than 1.25:1.00 to be tested monthly.

On July 31, 2025, the Company was not in compliance with the debt service coverage covenant. As at October 31, 2025, the Company remained non-compliant with the debt service ratio covenant. However, during the Quarter the Company received confirmation from the Credit Union that it would provide a waiver of compliance in respect of the covenant breaches at July 31, 2025 which extends until July 31, 2026. The waiver which was received on November 14, 2025, confirms that the Company is not in default under the credit agreement as a result of these covenant breaches and that the credit facility remains in good standing. Management continues to monitor covenant performance on an ongoing basis and is engaged in discussions with the lender regarding potential amendments to the covenant structure to better align with the Company's operating profile, seasonality and growth plans.

(iii) Effective February 16, 2023, the Company entered into a loan agreement to finance the purchase of a vehicle for an amount of $81,603, net of a cash down payment of $10,000. The loan is repayable over a 60-month term at $1,635 per month bearing an interest rate of 7.49% per annum. Repayment commenced on March 18, 2023. Effective January 31, 2024, the Company entered into another loan agreement to finance the purchase of a vehicle for an amount of $75,851 with no cash downpayment. The loan is repayable over a 72-month term at $1,388 per month bearing interest at an annual rate of 9.49%. Repayment commenced on February 8, 2024. On October 1, 2024, this loan was terminated upon the return of the vehicle under this loan arrangement, and a resulting in a loss of $26,444 upon the derecognition of this vehicle loan recognized in the statement of net income and comprehensive income for the year ended July 31, 2025.

(iv) Effective October 4, 2024, the Company entered into a loan agreement to finance the purchase of a vehicle for an amount of $110,837. This agreement was not for a trade-in arrangement. The loan is repayable over a 72-month term at $1,981 per month bearing an interest rate of 8.69% per annum. Repayment commenced on October 28, 2024.On January 31, 2025, this vehicle loan was terminated upon the return of the vehicle under this loan arrangement and resulted in a gain of $6,999 upon the derecognition of this vehicle loan that was recognized in the condensed statement of net income and comprehensive income for the year ended July 31, 2025.

(v) Effective March 25, 2025, the Company entered into a loan agreement to finance the purchase of a vehicle for an amount of $139,210. This agreement was not for a trade-in arrangement. The loan is repayable over a 72-month term at $2,177 per month bearing an interest rate of 3.99% per annum. Repayment commenced on April 24, 2025.

13. Convertible debentures

On April 2, 2025 and April 14, 2025, the Company closed a brokered private placement of the issuance of 2,620 and 1,415 unsecured 11% convertible debentures (the "Debenture(s)"), respectively at $1,000 per Debenture for the aggregate gross proceeds of $4,035,000 (collectively, the "Financing") from the First and Final Tranches. The Debentures mature on April 2, 2029 (the "Maturity Date") and bear interest at the rate of 11% per annum, with such interest to be accrued on a quarterly basis and payable quarterly in arrears. Interest shall be paid in cash or common shares of the Company (the "Common Shares") at the Company's sole discretion, subject to Exchange approval. Following August 3, 2025 and prior to the Maturity Date, pursuant to the terms of the Debentures, at the option of the holder the principal amount of each Debenture shall be convertible into Common shares at $0.10 per Common Share (the "Conversion Price") at no additional consideration. The Debentures will be repaid in cash at the Maturity Date.

On and following September 2, 2025, the Company shall have the right to either partially or fully redeem the outstanding Debentures in cash at 105% of the outstanding principal amount of the Debenture at the time of redemption, plus accrued interest in cash, provided, however, if the Debentures are redeemed before being outstanding for six (6) months, the Company shall pay the holder all accrued and unpaid interest, plus an additional amount to ensure the holder receives at least six (6) months of interest on the principal amount being redeemed, net of any interest already paid. The Debentures will be subject to a statutory hold period of four months and one day following the issuance date.

The unsecured convertible debentures issued are deemed a compound financial instrument. The Company allocated $2,268,119 net of issuance costs of $363,862 of the debt to the liability component and $1,209,056 net of issuance costs of $193,963, to the equity component. Management estimated the fair value of the debt using a discount rate of 25% applicable to the Company's business, with the residual value allocated to the equity component. The redemption feature at the option of the Company was determined to be a derivative asset at July 31, 2025 was NIL.

The Company paid the agent an aggregate fee of $128,100 that is included in transaction costs. The Company granted the Agent an aggregate of 1,281,000 broker warrants and an aggregate of 694,000 advisory warrants pursuant to the Financing as outlined in Note 17(a) of the Financial Statements.

Refer to Subsequent Events for details on the Company's election to satisfy the upcoming interest installment due on December 31, 2025, in common shares of the Company.

The following table reconciles the recorded value of the liability component of the convertible debentures:

	Three months ended October 31, 2025	Twelve months ended July 31, 2025
Balance, beginning of period	$ 2,350,406	$ -
Additions	-	2,268,119
Interest expense	(108,226)	(141,326)
Accretion expense	175,557	223,613
Balance, end of period	$ 2,417,737	$ 2,350,406

14. Non-controlling interests

The changes in non-controlling interests are as follows for the periods presented:

Balance, July 31, 2024	$ 93,186
Share of net loss for the year	-
Balance, July 31, 2025	93,186
Share of net loss for the year then ended	-
Balance, October 31, 2025	$ 93,186

On August 13, 2019, the Company acquired 95% of the outstanding shares of Goldstream Cannabis Inc. ("Goldstream") for $3,500,000 payable in 11,666,666 common voting shares of CanadaBis, at a price of $0.30 per common voting share. At October 31, 2025, the Company held a 95% ownership interest (July 31, 2025 – 95%) in Goldstream, located in British Columbia, Canada. The following table represents the summarized information for Goldstream before intercompany eliminations.

	October 31, 2025	July 31, 2024
Current assets	$ 4,284	$ 4,284
Non-current assets	1,972,460	1,972,460
Current liabilities	$ 111,384	$ 111,384

15. Share capital

(a) Authorized

The Company is authorized to issue an unlimited number of voting common, non-voting common and preferred shares.

(b) Issued and outstanding

	Number of shares	Amount
Balance, July 31, 2024	138,256,380	$ 16,745,228
Balance, July 31, 2025 and October 31, 2025	138,256,380	$ 16,745,228

16. Share-based payments

(a) Option plan details

The Company has established a stock option program for its officers, directors, employees, and certain consultants under which the Company may grant options to acquire common voting shares at the market price of the shares, at the grant date. All options granted before April 30, 2020 under the stock option plan have a five-year term and vest over 3 years. For options issued subsequent to April 30, 2020, one-half vest immediately while remaining one-half vest on the first anniversary, unless otherwise stated.

(b) The following is a summary of changes in options from July 31, 2024 to October 31, 2025

	Number of options	Weighted average exercise price
Outstanding, July 31, 2024	6,157,500	$ 0.21
Expired	(4,620,000)	$ 0.20
Cancelled and forfeited	(317,500)	$ 0.23
Outstanding, October 31, 2025 and July 31, 2025	1,220,000	$ 0.23
Options exercisable as at October 31, 2025	1,220,000	$ 0.23

The following table summarizes information about the stock options as at October 31, 2025:

		Options Outstanding		Options Exercisable	
Range of exercise prices	Number outstanding	Weighted average remaining life	Weighted average exercise price	Number exercisable	Weighted average exercise price
$0.20	420,000	0.58	$ 0.20	420,000	$ 0.20
$0.24	800,000	2.88	$ 0.24	800,000	$ 0.24
	1,220,000	1.83	$ 0.23	1,220,000	$ 0.23

The following table summarizes information about the stock options as at July 31, 2025:

		Options Outstanding		Options Exercisable	
Range of exercise prices	Number outstanding	Weighted average remaining life	Weighted average exercise price	Number exercisable	Weighted average exercise price
$0.20	420,000	0.58	$ 0.20	420,000	$ 0.20
$0.24	800,000	2.88	$ 0.24	800,000	$ 0.24
	1,220,000	2.08	$ 0.23	1,220,000	$ 0.23

(c) Fair value of options issued during the periods presented

No options were granted during the three months ended October 31, 2025 and the year ended July 31, 2025.

During the three months ended October 31, 2025, no options expired and no options were exercised.

17. Warrants

From time to time, the Company may issue warrants in connection with a financing as an incentive to participate in such offerings.

Pursuant to the unsecured convertible debenture financing in April 2025 (Note 13), the Company granted: (i) an aggregate of 1,281,000 broker warrants to the Agent; and (ii) an aggregate of 694,000 advisory warrants (together, the "Compensation Options"). The Company granted 1,251,000 broker warrants and 150,000 advisory warrants, and 30,000 broker warrants and 544,000 advisory warrants upon the closing of the First Tranche and Final Tranche, respectively. Each Compensation Option entitles the holder thereof to acquire one Common Share at an exercise price equal to $0.10 for a period of 48 months following the date hereof. Fair value of the warrants was determined using the Black-Scholes Model at a value of $138,250 and a weighted average fair value per unit value of $0.07. The key assumptions used in the determination of the fair value were as follows: expected volatility of 114.4%, risk-free rate of 4.0%, and 4 expected life (years). The fair value of these warrants issued was included in the transaction costs allocated to the liability and equity components of the convertible debentures. As at October 31, 2025, an aggregate 1,975,000 warrants were issued and outstanding.

18. Related party transactions

(a) The following is a summary of the Company's related party balances:

Amount due to related parties	**October 31, 2025**	**July 31, 2025**
SS Pipelines Ltd. (i)	$ 689,744	$ 689,744
Runaway Developments Ltd. (ii)	653,792	653,792
Director and shareholders (iii)	214,110	218,012
890859 Alberta Ltd. (iv)	10,802	10,802
	$ 1,568,448	$ 1,572,350

(i) SS Pipelines Ltd. is a company owned by shareholders, a director and officer of the Company. The amounts due to relates parties are non-interest bearing, unsecured and have no fixed terms of repayment. Accordingly, the amounts have been presented as being all current on the consolidated statements of financial position.

(ii) Runaway Developments Ltd. is a company owned by a shareholder of the Company. The amounts due to Runaway Developments Ltd. bears interest at 7% per annum and the maturity was extended to December 31, 2021 but not extended subsequently. As at October 31, 2025 and July 31, 2025, the outstanding balances included accrued interest of $3,792.

(iii) As at October 31, 2025, an aggregate amount of $214,110 (July 31, 2025 - $218,012) was due to a Director and shareholders of the Company. These amounts are due on demand, unsecured and interest free. Majority of this amount outstanding pertained to the vape filling machine rental fee. Effective January 1, 2025, the Company entered into separate agreements to rent for a twelve-month period a vape filling machine from a director and shareholder of the Company. During the three months ended October 31, 2025 and 2024, aggregate equipment rental expenses of $15,340 and $10,000, respectively were incurred representing a rental fee of $1 per vape filled.

(iv) 890859 Alberta Ltd. is a company owned by a shareholder and officer of the Company. 890859 Alberta Ltd. that sold non-cannabis balms and creams produced by the Company. As at October 31, 2025, a balance of $10,802 was due to 890859 Alberta Ltd. This amount is non-interest bearing, unsecured and have no fixed terms of repayment. Accordingly, this amount is presented as current in the consolidated statement of financial position.

(b) The Company is leasing an extraction machine from a company that is owned by three directors of CanadaBis. See Notes 10(ii) and 11 for further details. On June 27, 2022, the Board of Directors approved an annual consulting agreement with a director to provide certain legal, corporate and administration consulting services, which was renewed for an annual term effective May 1, 2023. The terms and conditions of this consulting agreement is within normal course of business and payable immediately. Upon expiry of this agreement, no formal agreement was entered into but services continue to be provided under past terms and conditions. Amounts outstanding in accordance with this agreement is included in trade accounts payable. During the three months ended October 31, 2025, the consulting services expenses incurred were $1,120.

19. Financial instruments and risk management

There have been no significant changes in the Company's financial instruments, risk management objectives, policies, or exposures since July 31, 2025.

20. Capital management

The Company's capital management objectives are:

- To safeguard the Company's ability to continue as going concern;
- To meet its capital expenditures for its continued operations;
- To maintain a flexible capital structure which optimizes the cost of capital within a framework of acceptable risk.

In the management of capital, the Company includes share capital and net debt (defined as current assets and amounts due from related parties less current liabilities and any long-term debt). At October 31, 2025, the Company had net debt of $1,832,505 (July 31, 2025 - $1,924,317).

The Company manages the capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may issue new shares, issue new debt, or acquire or dispose of assets.

Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Company, is reasonable.

21. Per share amounts

	Three months ended	
	October 31, 2025	October 31, 2024
Weighted average number of common shares		
Basic	138,256,380	138,236,380
Diluted -in -the-money warrants and share options	138,256,380	138,236,380

For the periods presented, diluted earnings per share equals basic earnings per share, as all potentially dilutive securities were anti dilutive.

22. Financing costs

	Three months ended	
	October 30, 2025	October 30, 2024
Interest on long-term debt	$ 60,737	$ 72,323
Accretion on convertible debentures	175,557	-
Accretion on lease liabilities	20,461	33,303
Accretion on long-term debt	7,061	8,742
	$ 263,816	$ 114,368

23. Changes in non-cash working capital

	Three months ended	
	October 30, 2025	October 30, 2024
Operating activities		
Trade accounts receivable and other receivables	$ 279,484	$ (1,011,041)
Inventory	(375,718)	(1,924,687)
Prepaid expenses	108,547	178,288
Trade accounts payable and accrued liabilities	264,605	1,393,969
Income tax	-	(13,983)
Goods and services tax payable	(11,943)	102,733
	$ 264,975	$ (1,274,721)

24. Commitments and contingencies

The Company and Simply Solventless Concentrates Ltd. ("SSC") entered into a definitive arrangement agreement dated March 11, 2025 (the "Arrangement Agreement"), pursuant to which SSC will acquire all the issued and outstanding shares of the Company in consideration for the issuance of SSC Shares on the basis of the Exchange Ratio as defined in the Arrangement Agreement (the "Transaction"). On April 28, 2025, CanadaBis terminated the Arrangement Agreement with SSC due to an "SCC Material Adverse Change" under the terms of the Arrangement Agreement. The Company does not anticipate additional costs associated with the termination.

Under the Excise Act, 2001, holders of a cannabis licence are required to provide and maintain a security deposit with the Canada Revenue Agency as a condition of being authorized to produce, package, and sell cannabis products. This security deposit functions as collateral to ensure the timely remittance of excise duties and may be applied by the tax authority against any unpaid amounts. As at July 31, 2025, the required security deposit is approximately $900,000 (July 31, 2024, $900,000), subject to final confirmation by the Canada Revenue Agency as part of the ongoing determination of excise amounts owing and the related repayment arrangements. At the reporting date, the Company had posted security totaling $462,580. The Company is currently making monthly payments of $37,500 toward this obligation. This requirement is a statutory licensing condition and does not constitute a financial liability under IFRS.

25. Subsequent events

Subsequent to period end, on December 9, 2025, the Company announced that it has exercised its right under the terms of the Convertible Debenture Indenture to satisfy the interest installment due on December 31, 2025 through the issuance of common shares of the Company in lieu of cash. Total interest of $110,658 will be settled through the issuance of 2,766,435 common shares on December 31, 2025. The common shares issued will be subject to a hold period of four months and one day from the date of issuance. The issue price of the common shares will be determined as the greater of the five day volume weighted average trading price of the Company's common shares on the TSX Venture Exchange immediately preceding the record date, and the five day volume weighted average trading price immediately preceding the interest payment date, in accordance with the terms of the Convertible Debenture Indenture. The Company retains the discretion, subject to the terms of the Indenture and applicable Exchange approval, to resume cash interest payments in future periods.

This is Exhibit "N" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2024



CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended July 31, 2025 and 2024

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BDO Canada LLP
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Canada

Independent Auditor's Report

To the Shareholders of CanadaBis Capital Inc.

Opinion

We have audited the consolidated financial statements of CanadaBis Capital Inc. and its subsidiaries (the Group), which comprise the consolidated statement of financial position as at July 31, 2025 and 2024, and the consolidated statements of net income and comprehensive income, changes in shareholders' equity and cash flows for the years then ended, and notes to the consolidated financial statements, including material accounting policy information.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Group as at July 31, 2025 and 2024, and its consolidated financial performance and its consolidated cash flows for the years then ended in accordance with International Financial Reporting Standards and International Accounting Standards as issued by the International Accounting Standards Board (IASB) and Interpretations (collectively IFRS Accounting Standards).

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Group in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter – Restated Comparative Information

We draw attention to Note 3 to the consolidated financial statements, which explains that certain comparative information presented as at July 31, 2024 has been restated. Our opinion is not modified in respect of this matter.

Material Uncertainty Related to Going Concern

We draw attention to Note 2(d) in the consolidated financial statements, which indicates for the year ended July 31, 2025, the Group incurred a net income loss of $835,204 and negative cash flow from operations of $3,195,988. The Group also has an excise tax payable in arrears. As at July 31, 2025, total excise taxes owed is $5,984,543. As at July 31, 2025, the Group was in breach of its Debt Service Coverage Ratio and Debt-to-Equity Ratio covenants. As stated in Note 2(d) these events or conditions, along with other matters as set forth in Note 2(d) indicate that a material uncertainty exists that may cast significant doubt on the Group's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the International BDO network of independent member firms.

Convertible Debenture Issuance

Description of the key audit matter

The Group's disclosures related to convertible debentures are in Notes 4(d), 5(n) and 16. During the year, the Group completed a brokered private placement of the issuance of 4,035 unsecured convertible debentures, bearing interest of 11% per annum and grant of 1,975 broker and advisory warrants. The Group identified three components: debt host, conversion feature, and redemption option, which is a financial liability, equity and derivative asset, respectively. The redemption option had a nil value. We considered the audit of convertible debentures to be a key audit matter as it required significant auditor's attention and the amount is significant to the consolidated financial statements.

How the key audit matter was addressed in the audit

Our audit procedures included but were not limited to the following:

- Reviewed management's identification and measurement of the different convertible debenture components under IAS 32 and IFRS 9 requirements.
- Reviewed indenture agreements, warrant agreements, and supporting documents for other transaction costs.
- Engaged valuations experts to assess the reasonability of the discount rate and volatility used by management in the valuation of the debt component and warrants, respectively.
- Reviewed appropriateness of disclosures made in the consolidated financial statements.

Net Realizable Value of Inventory

Description of the key audit matter

The Group's disclosures related to inventory are in Note 4(c), 5(a), and 11. Inventory is measured at the lower of (i) cost and (ii) net realizable value and is recorded at $11,397,910 as at July 31, 2025. In measuring inventory, management is required to (i) determine all direct and indirect costs of inventory and (ii) the estimated selling price in the ordinary course of business less the estimated costs of completion and necessary costs to make the sale. We considered the audit of net realizable value of inventory to be a key audit matter as it required significant auditor's attention and the amount is significant to the consolidated financial statements.

How the key audit matter was addressed in the audit

Our audit procedures included but were not limited to the following:

- Performed physical observation of year-end inventory count.
- Performed physical observation of the cannabis production cycle at the Group's facility.
- Tested the value and classification of harvested inventory, direct production costs and allocation of indirect production costs, which comprise inventory cost.
- Tested the estimated selling price less estimated costs of completion and costs to make the sale, which comprise inventory net realizable value.
- Assessed the measurement of inventory by verifying that inventory was measured at the lower of cost and net realizable value.
- Assessed the Group's inventory reserve provision by reviewing slow moving inventory and excess quantities.
- Reviewed appropriateness of disclosures made in the consolidated financial statements.

Other Information

Management is responsible for the other information. The other information comprises the information, other than the consolidated financial statements and our auditor's report thereon, included in the Managemtn Discussion & Analysis ("MD&A")

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

We obtained the MDA&A prior to the date of this auditor's report. If, based on the work we have performed on this other information, we conclude that there is a material misstatement of this other information, we are required to report that fact in this auditor's report. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with IFRS Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Group's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Plan and perform the group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the Group as a basis for forming an opinion on the group financial statements. We are responsible for the direction, supervision and review of the audit work performed for purposes of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partner on the audit resulting in this independent auditor's report is Jeannette Toner.

BDO Canada LLP

Chartered Professional Accountants

Calgary, Alberta
November 27, 2025

CANADABIS CAPITAL INC.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
As at
(Expressed in Canadian dollars)

		July 31, 2025		July 31, 2024 (As Restated, Note 2)
ASSETS				
Current assets				
Cash and cash equivalents (Note 8)	$	831,062	$	1,678,531
Trade accounts receivable and other receivables (Note 23(b))		1,444,261		2,059,390
Prepaid expenses		995,504		719,516
Biological assets (Note 10)		24,521		87,098
Inventory (Note 11)		11,397,910		9,174,703
		14,693,258		13,719,238
Long-term deposit (Note 9)		-		280,995
Property, plant and equipment (Note 13)		9,848,264		10,545,203
	$	24,541,522	$	24,545,436
LIABILITIES				
Current liabilities				
Demand line of credit (Note 15(iii))	$	671,635	$	482,350
Trade accounts payable and accrued liabilities (Note 12)		7,106,088		8,743,868
Goods and services tax payable		78,874		378,371
Income tax payable (Note 21)		113,319		99,730
Due to related parties (Note 22)		1,572,350		1,462,618
Current portion of lease obligations (Note 14)		368,802		370,380
Current portion of long-term debt (Note 15)		3,937,020		1,059,465
		13,848,088		12,596,782
Deferred income liability (Note 15(ii))		736		7,380
Lease obligations (Note 14)		278,051		633,030
Long-term debt (Notes 2 & 15)		140,294		3,896,399
Convertible debenture (Note 16)		2,350,406		-
		16,617,575		17,133,591
SHAREHOLDERS' EQUITY				
Share capital (Note 18)		16,745,228		16,745,228
Warrants (Note 20)		138,250		-
Share-based payments reserve (Note 19)		3,125,605		3,125,605
Equity component of convertible debentures (Note 16)		1,209,056		-
Deficit		(13,387,378)		(12,552,174)
Total equity attributed to own shareholders		7,830,761		7,318,659
Non-controlling interest (Note 17)		93,186		93,186
		7,923,947		7,411,845
	$	24,541,522	$	24,545,436

Refer to Note 3, Restatement of Comparative Periods.

Approved by the Board of Directors

"Travis McIntyre"
Travis McIntyre

"Shane Chana"
Shane Chana

See accompanying notes to the unaudited condensed consolidated financial statements

CANADABIS CAPITAL INC.
CONSOLIDATED STATEMENTS OF NET LOSS AND COMPREHENSIVE LOSS
For the Years Ended
(Expressed in Canadian dollars)

	July 31, 2025	July 31, 2024 (As Restated, Note 2)
REVENUE		
Gross revenue (Note 28)	$ 30,530,859	$ 30,409,082
Excise duty (Note 28)	(13,629,448)	(12,454,405)
Net revenue (Note 6)	16,901,411	17,954,677
Cost of sales (Note 7)	(9,517,603)	(9,133,334)
Gross profit	7,383,808	8,821,343
EXPENSES		
General and administration	5,999,330	6,601,984
Marketing and selling expenses	550,716	706,332
Depreciation and amortization	379,571	536,486
Share-based payments (Note 19)	-	142,757
	6,929,617	7,987,559
Income from operations	454,191	833,784
Other income and expenses		
Financing costs (Note 26)	(638,202)	(509,846)
Other expenses (Note 3)	(537,874)	(326,523)
	(1,176,076)	(836,369)
Net loss before tax for the period	(721,885)	(2,585)
Income tax expense - current income tax (Note 21)	113,319	81,480
Net loss and comprehensive loss for the period	(835,204)	(84,065)
Attributed to:		
Equity holders of the parent	(835,204)	(84,065)
Non-controlling interest	-	-
	$ (835,204)	$ (84,065)
Per share amount (Note 25)		
Basic and diluted	$ (0.01)	$ 0.00

Refer to Note 3, Restatement of Comparative Periods.

See accompanying notes to the consolidated financial statements

CANADABIS CAPITAL INC.
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
For the Years Ended
(Expressed in Canadian dollars)

	Share capital	Warrants	Share-based payment reserve	Equity component of convertible debentures	Deficit	Total equity attributable to own shareholders	Non-controlling interest	Total shareholders' equity
Balance, July 31, 2023	$ 16,730,866	$ -	$ 2,988,210	$ -	$ (12,468,109)	$ 7,250,967	$ 93,186	$ 7,344,153
Shares issued upon exercise of share options (Note 18(b))	14,362	-	(5,362)	-	-	9,000	-	9,000
Share-based payments (Note 19)	-	-	142,757	-	-	142,757	-	142,757
Net loss and comprehensive loss for the period	-	-	-	-	(84,065)	(84,065)	-	(84,065)
Balance, July 31, 2024 (As Restated)	$ 16,745,228	$ -	$ 3,125,605	$ -	$ (12,552,174)	$ 7,318,659	$ 93,186	$ 7,411,845
Balance, July 31, 2024 (As Restated)	$ 16,745,228	$ -	$ 3,125,605	$ -	$ (12,552,174)	$ 7,318,659	$ 93,186	$ 7,411,845
Convertible debentures issued, net of transaction costs (Note 16)	-	-	-	1,209,056	-	1,209,056	-	1,209,056
Fair value of agent and broker warrants issued (Note 20)	-	138,250	-	-	-	138,250	-	138,250
Net loss and comprehensive loss for the period	-	-	-	-	(835,204)	(835,204)	-	(835,204)
Balance, July 31, 2025	$ 16,745,228	$ 138,250	$ 3,125,605	$ 1,209,056	$ (13,387,378)	$ 7,830,761	$ 93,186	$ 7,923,947

Refer to Note 3, Restatement of Comparative Periods.

See accompanying notes to the unaudited condensed consolidated financial statements

CANADABIS CAPITAL INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended
(Expressed in Canadian dollars)

	July 31, 2025	July 31, 2024 (As Restated, Note 2)
Cash provided by (used in)		
Operating activities		
Net loss before tax for the year	$ (721,885)	$ (2,585)
Items not affecting cash		
Accretion expense	368,493	38,832
Depreciation (Notes 7, 10 and 13)	883,738	901,790
Gain on disposal of property, plant and equipment	19,445	(574)
Realized fair value on harvested cannabis inventory sold	88,401	63,874
Change in fair value of biological asset (Note 10)	25,725	(41,994)
Write down of inventory	41,168	71,166
Non-cash other income (Note 15(ii))	-	(13,231)
Non-cash interest expense (Note 22(a)(ii))	-	3,791
Other income from derecognition of lease	-	(3,082)
Other income on debt forgiveness (Note 15(i))	-	(40,000)
Share-based payments	-	142,757
Changes in non-cash working capital (Note 27)	(3,901,073)	(1,377,049)
	(3,195,988)	(256,305)
Financing activities		
Issuance of shares (Note 18(b))	-	9,000
Proceeds from issuance of convertible debentures, net of transaction costs (Note 16)	3,615,425	-
Advances from related parties	181,617	196,393
Repayment of amounts due to related parties	(71,887)	(222,639)
Proceeds from on demand line of credit	189,285	482,350
Proceeds from long-term debt (Note 15)	250,047	-
Repayment of long-term debt (Note 15)	(1,160,861)	(1,093,767)
Interest earned on long-term deposit	-	(5,498)
Repayment of lease obligation (Note 14)	(485,455)	(327,864)
	2,518,171	(962,025)
Investing activities		
Purchase of property, plant and equipment (Note 13)	(169,652)	(338,173)
Proceeds on disposal of property, plant and equipment	-	9,844
	(169,652)	(328,329)
Net change in cash and cash equivalents	(847,469)	(1,546,659)
Cash and cash equivalents		
Beginning of the year	1,678,531	3,225,190
End of the year	$ 831,062	$ 1,678,531
Supplemental cash flow information		
Interest paid	$ 269,709	$ 467,223

Refer to Note 3, Restatement of Comparative Periods.

See accompanying notes to the consolidated financial statements

1. Nature of operations

CanadaBis Capital Inc. ("CanadaBis" or the "Company") is incorporated under the Alberta Business Corporations Act ("ABCA") and its principal business is the production and sale of recreational cannabis and cannabis extracts. The Company's common shares are listed and traded on the TSX Venture Exchange under the symbol "CANB". The address of the Company's registered office is 255C Clearview Drive, Red Deer County, Alberta, Canada T4E 3B6.

2. Basis of preparation

(a) *Statement of compliance*

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards and International Accounting Standards as issued by the International Accounting Standards Board (IASB) and Interpretations (collectively IFRS Accounting Standards) (the "Financial Statements").
These Financial Statements were approved and authorized for issue by the Board of Directors on November 26, 2025.

(b) *Basis of consolidation*

Subsidiaries are entities controlled by CanadaBis. Control exists when CanadaBis has the power, directly or indirectly, to govern the financial and operating policies of an entity and to be exposed to the variable returns from its activities. The financial statements of the subsidiaries are included in the consolidated financial statements of CanadaBis from the date the control commences until the date control ceases.

Subsidiaries	Jurisdiction of incorporation	Ownership interest
Stigma Pharmaceuticals Inc.	Alberta, Canada	100%
1998643 Alberta Ltd.	Alberta, Canada	100%
Full Spectrum Labs Ltd.	Alberta, Canada	100%
2103157 Alberta Ltd.	Alberta, Canada	100%
Goldstream Cannabis Inc.	British Columbia, Canada	95%

Intercompany balances and any unrealized gains and losses or income and expenses arising from transactions with subsidiaries are eliminated to the extent of CanadaBis' interest.

(c) *Non-controlling interest*

Non-controlling interest represent equity interests in subsidiaries owned by outside parties. The share of net assets of subsidiaries attributable to non-controlling interests is presented as a component of shareholders' equity. Changes in the Company's ownership interest in subsidiaries that do not result in a loss of control are accounted for as equity transactions. Non-controlling interest consists of the non-controlling interest at the date of the original acquisition plus the non-controlling interest share of changes in equity since the date of acquisition.

The Company owns 95% of the outstanding common shares of its subsidiary, Goldstream Cannabis Inc. These consolidated financial statements include 100% of the assets and liabilities related to Goldstream Cannabis Inc., and include a non-controlling interest representing 5% of Goldstream Cannabis Inc.'s assets and liabilities not owned by the Company.

(d) *Basis of presentation and Going concern*

The Company's consolidated financial statements were prepared on a going concern basis. The going concern basis reflects management's expectation that the Company will be able to continue operating for the foreseeable future and will be able to realize its assets and discharge its liabilities in the normal course of business. These financial statements do not include any adjustments to the amounts and classification of assets and liabilities that would be required if the going concern assumption were no longer appropriate.

For the year ended July 31, 2025, the Company recorded a net loss of $835,204 and cash flows used in operating activities of $3,195,988. As at July 31, 2025, the Company had excise taxes payable of $5,984,543, of which approximately $5,086,277 represented amounts in arrears, including interest and penalties. These arrears are subject to regular scheduled payments in accordance with an agreed payment arrangement with the Canada Revenue Agency which the Company remains fully compliant.

As at July 31, 2025, the Company classified its long term debt with the lender as a current liability due to non-compliance with the Debt Service Coverage Ratio and Debt to Equity Ratio covenants established under the lending agreement (refer to Note 15(iii) – Long term debt). Subsequent to year end, on November 12, 2025, the lender issued a covenant waiver letter confirming that it waived its right to take enforcement action related to these specific covenant breaches until at least July 31, 2026. In accordance with IAS 1, the debt remained classified as current at July 31, 2025, because the covenant waiver was obtained after the reporting date. The Company continues to maintain a cooperative relationship with the lender.

While the Company is taking active steps to strengthen its financial position, the factors noted above represent conditions that create material uncertainty regarding the Company's ability to continue as a going concern.
The Company's ability to continue as a going concern depends on its ability to improve operating cash flows, continued cooperation with lenders and remediation of debt covenants, continued cooperation with Canada Revenue Agency including compliance with current filing requirements and its ability to successfully raise funds and its ability to meet its debt obligations.

There can be no certainty that the Company will obtain the necessary financing or achieve the operational improvements required to support its ability to continue as a going concern. Accordingly, these financial statements do not reflect any adjustments that might result should the Company be unable to continue as a going concern.

(e) *Reclassification of comparative amounts*

During the year ended July 31, 2025, the Company reclassified certain expenses previously presented within General and Administrative expenses to a new presentation category titled Marketing and Selling expenses. Management believes this presentation provides more reliable and relevant information regarding the nature of these costs and the Company's cost structure. The comparative period amounts have been reclassified to conform to the current year presentation. This reclassification had no impact on total operating expenses, net income, total assets, total liabilities, or equity.

3. Restatement of Comparative Periods

During the year ended July 31, 2025, the Company identified a prior period error relating to unrecorded interest and penalties on excise tax and GST arrears owing to the Canada Revenue Agency. Management determined that interest and penalties totalling $684,350 were incurred in the comparative year ended July 31, 2024 but were not recorded in that period. The error resulted from an oversight in the monitoring and reconciliation of historical excise and GST filings.

In accordance with IAS 8, Accounting Policies, Changes in Accounting Estimates and Errors, the Company has corrected this error retrospectively and has restated the comparative information as if the interest and penalties had been recorded in the period in which they were incurred.

The impact of the restatement on the previously reported financial statements for the year ended July 31, 2024 is as follows:

The following table is a summary of the changes as at July 31, 2024

	As at July 31, 2024 As previously reported	As at July 31, 2024 Adjustment	As at July 31, 2024 As Adjusted
Trade accounts payable and accrued liabilities	$ 8,059,518	$ 684,350	$ 8,743,868
Total Current Liabilities	11,912,432	684,350	12,596,782
Other income (expenses)	357,827	(684,350)	(326,523)
Net income (loss) before tax for the period	681,765	(684,350)	(2,585)

Management has strengthened its internal controls relating to tax compliance and monitoring to prevent similar errors in future periods.

4. Material accounting policies

A summary of the significant accounting policies, which have been applied consistently to all periods presented in the accompanying Financial Statements are set out below.

(a) Cash and cash equivalents

Cash and cash equivalents include cash in banks and short term investments with maturities of less than 90 days at purchase. Fixed term redeemable deposits or similar instruments with a term longer than 90 days are cash equivalents if readily convertible to a known amount of cash throughout its term and subject to an insignificant risk of change in value assessed against the amount at inception i.e. principal will be returned either in full or substantially when redeemed.

(b) Biological assets

While the Company's biological assets are accounted for using IAS 41 "Agriculture", the direct and indirect costs of biological assets are determined using an approach similar to the capitalization criteria under IAS 2 "Inventories". They include the direct costs of growing supplies and direct labor costs as well as other indirect costs such as utilities, supplies used in the growing process, cleaning, insurance, and depreciation and amortization. All direct and indirect costs of biological assets are capitalized as they are incurred, and subsequently transferred to own cultivated inventory at the point of harvest. As own cultivated inventory is sold as bulk or upon sale of the end product, the cost of the own cultivated inventory is recorded within the financial statement line item "cost of goods sold" on the consolidated statement of net income and comprehensive income in the period that the end product is sold. Unrealized fair value gains/losses on growth of biological assets are recorded separately and disclosed in the notes to the Financial Statements. Biological assets are measured at their fair value less costs to sell on the consolidated statement of financial position.

(c) Inventory

Inventory is valued at the lower of cost and net realizable value. Cost is determined using the weighted average cost method for cultivated and purchased cannabis inventory, and the specific identification method for extraction batches and finished goods designated to specific sales orders.

The cost of inventory includes all direct and indirect costs related to production. For cultivated inventory, these costs include the fair value of biological assets at the time of harvest, as well as post-harvest costs such as testing, packaging, and other production overhead. All direct and indirect costs related to harvested inventory are capitalized as they are incurred, and upon sale of the end product are subsequently recorded within “cost of goods sold” in the consolidated statement of net income (loss) and comprehensive income.

Extraction inventory cost is determined using the specific identification method to aggregate the individual costs per extraction batch. Extraction inventory consists of capitalized direct and indirect costs associated with the extraction of cannabinoids. Direct costs include the cost of purchased cannabis (bulk material), extraction wages, chemicals, and supplies used in the extraction process. Indirect costs include testing, packaging, utilities, insurance, and other production overhead.

Purchased or bulk raw materials are recorded at cost, inclusive of direct purchase price and applicable indirect costs such as inbound shipping, testing, and packaging.

If the net realizable value of inventory falls below cost, the carrying amount is written down to reflect the decline. If the net realizable value subsequently increases, a reversal of the previously recognized write-down is applied to cost of goods sold.

The Company also records inventory reserves for obsolete and slow-moving inventory, based on historical experience, management’s assessment of inventory turnover, product demand, and expiry trends.

(d) Financial instruments

Recognition

The Company recognizes financial assets and liabilities at fair value when it becomes party to the contractual provisions of the instrument. Financial assets and liabilities are measured initially at their fair value plus, with the exception of financial assets and liabilities that are subsequently measured at fair value through profit or loss ("FVTPL"), transaction costs that are directly attributable to their issuance. Transaction costs attributable to the acquisition of financial assets subsequently measured at fair value through profit or loss are expensed in profit or loss when incurred. Fair value of a financial instrument is the price that would be received to sell an asset or pair to transfer a liability in an orderly transaction between market participants at the measurement date.
Where a financial liability contains both a liability and an equity component, these components are recognized separately based on the substance of the instrument, with the liability component measured initially at fair value and the equity component assigned the residual amount.

Derecognition

Financial assts are derecognized when the rights to receive cash flows from the assets have expired or it transfers the financial instrument in a manner that qualifies for derecognition through transfer of substantially all risks and rewards or transfer of control.
Financial liabilities are derecognized upon extinguishment. A modification of a financial liability with an existing lender is evaluated to determine whether the amendment results in substantially different terms in which case it is accounted for as an extinguishment.

Classification

The classification of the Company's financial instrument depends on the nature and purpose of the financial instrument and is determined at the time of initial recognition. The financial assets of the Company are classified in the following categories:

- Amortized cost: assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortized cost.
- Fair value through other comprehensive income ("FVOCI"): assets that were held for contractual cash flows and of selling the financial assets, where the asset's cash flow represents solely payment of principal and interest, are measured at FVOCI.
- FVTPL: assets that do not meet the criteria for amortized cost or FVOCI are measured at FVTPL.

Financial liabilities of the company are classified as either amortized cost or at FVTPL. Subsequent to initial recognition, the Company classified all financial liabilities as amortized cost using the effective interest rate method.

Presentation

Financial assets and liabilities are not offset unless they are with a counterparty for which the Company has legally enforceable right to settle the financial instruments on a net basis and the Company intends to settle on a net basis.

Impairment

Financial assets are assessed at each reporting date in order to determine whether objective evidence exists that the assets are impaired as a result of one or more events which have had a negative effect on the estimated future cash flows of the asset.
If there is objective evidence that a financial asset has become impaired, the amount of the impairment loss is calculated as the difference between its carrying amount and the present value of the estimated future cash flows from the cash discounted as its original effective interest rate. Impairment losses are recorded in the consolidated statement of net income and comprehensive income. If the amount of the impairment loss decreases in a subsequent period and the decrease can be objectively related an event occurring after the impairment was recognized, the impairment loss is reversed up to the original carrying value of the asset. Any reversal is recognized in the consolidated statement of net income and comprehensive income.
CanadaBis assesses on a forward-looking basis the expected credit loss ("ECL") associated with its financial assets carried at amortized cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk. For accounts receivable, CanadaBis applies the simplified approach permitted under IFRS 9 "Financial Instruments", which requires expected lifetime losses to be recognized from initial recognition of the receivables.

(e) Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation and/or accumulated impairment losses (if any). Such costs include expenditures directly related to the acquisition of the asset, the cost of replacing part of the property, plant and borrowing costs if the recognition criteria are met. All other repair and maintenance costs are recognized in the consolidated statement of net income and comprehensive income as incurred.

Depreciation of property, plant and equipment is not recorded until such time as the asset is in the location and condition necessary for it to be capable of operating in the manner intended by management. The assets' residual values, useful lives and methods of depreciation are reviewed at each financial year end and adjusted prospectively, if appropriate.

Depreciation is recognized on a straight-line basis to depreciate the cost over the estimated useful life of property, plant and equipment, as follows:

Computer hardware	3 years
Office equipment	5 years
Automobiles	5 years
Plant and equipment	3 -10 years
Building and improvements	25 years

(f) Impairment of non-financial assets

At each reporting period end, the Company reviews the carrying amounts of its tangible and intangible assets to determine whether there is an indication that those assets have an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). Where it is not possible to estimate the recoverable amount of an individual asset, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Recoverable amount is the higher of fair value less costs of disposal and value-in-use. In assessing value-in-use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognized immediately in the consolidated statement of net income and comprehensive income.

Where an impairment loss subsequently reverses, the carrying amount of the asset (cash generating unit) is increased to the revised estimate of its recoverable amount, net of depreciation and amortization, had no impairment loss been recognized for the cash-generating unit in prior periods.

(g) Revenue recognition

Under International Financial Reporting Standard 15 – Revenue from Contracts with Customers (“IFRS 15”), to determine the amount and timing of revenue to be recognized, the Company follows a five-step model:

1. Identifying the contract with a customer;
2. Identifying the performance obligations;
3. Determining the transaction price;
4. Allocating the transaction price to the performance obligations; and
5. Recognizing revenue when/as performance obligations are satisfied.

Revenue is recognized either at a point in time or over a period of time, and when the revenue can be measured reliably.

The majority of the Company's revenue transactions for cultivation and wholesale, and extraction are with the provincial cannabis oversight bodies for the periods presented in these financial statements. The performance obligation of the sale of cannabis is deemed met and revenue recognized when the control has transferred upon delivery of the products to the provincial cannabis oversight bodies or to the distribution centres specified in the agreements based on standard terms and conditions that apply to orders filled under these agreements. The Conmpany receives payment for these revenues on terms ranging from 15 to 45 days. The Company is obligated to reimburse the provincial oversight bodies for purchased product that fails quality criteria and/or becomes stale dated and deemed unsellable by the provincial oversight bodies, at their sole discretion.

Revenue from retail store is recognized when the product is collected by the customer and payment is received at the store.

The Company is required to remit excise tax to the Canada Revenue Agency ("CRA") on the sale of recreation cannabis and extract products in Canada. The Company becomes liable for these excise taxes when cannabis products are delivered to the customer. In accordance with IFRS 15 Revenue from contracts with customers, revenue presented in the consolidated statement of net income and comprehensive income, represents revenue from the sale of cannabis and cannabis related products less applicable excise tax.

Interest income is recognized as it accrues (taking into account the effective yield on the asset) unless collectability is in doubt.

(h) Per share amounts

Basic loss per share has been calculated using the weighted average number of common shares outstanding during the period presented. Diluted loss per share is calculated by dividing the net income or loss applicable to common shares by the sum of weighted average number of common shares issued and all additional common shares that would been outstanding, if potentially dilutive instruments were converted. The Company uses the treasury stock method, which assumes the proceeds received from the exercise of in-the-money instruments are used to repurchase common shares at the average market price of common shares for the period.

(i) Provisions

A provision is recognized if, as a result of a past event, the Company has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. Provisions are not recognized for future operating losses.

(j) Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by the Company are recorded as the proceeds received, net of direct issue costs. The Company may issue units comprised of common share and common share purchase warrants. In these instances, the entire value of the unit is allocated to the common share component.

(k) Share-based payments

The grant date fair value of share-based payments awards granted to directors, officers and employees are recognized as a charge to the consolidated statement of net income and comprehensive income, with a corresponding increase in share-based payments reserve, over the vesting period.

Where the terms and conditions of options are modified before they vest, the changes in the fair value of the options, measured immediately before and after the modification, are also charged to the consolidated statement of net income and comprehensive income over the remaining vesting period for the increases in fair value.

Where equity instruments are granted to non-employees, they are recorded at the fair vale of the goods and services received in the consolidated statements of net income and comprehensive income. Amounts related to the issuance of shares are recorded as a reduction of share capital.

When the value of goods and services received in exchange for the share-based payment cannot be reliably estimated, the fair value is measured by use of a valuation model. The expected life used in the model is adjusted, based on management's best estimate, for the effects of non-transferability, exercise restrictions, and behavioral considerations.

Where a grant of options is cancelled or settled during the vesting period, excluding forfeitures when vesting conditions are not satisfied, the Company reverses the amounts previously recorded as a charge in the consolidated statements of net income and comprehensive income and reduction to share-based payment reserves.

(l) Income taxes

Income tax expense comprises current and deferred tax. Current tax and deferred tax are recognized in the consolidated statements of net income and comprehensive income except to the extent that it relates to business combination, or items recognized directly in equity or in other comprehensive income.

Current tax is expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. Tax on income in interim periods is accrued using the tax rate that would be applicable to expected total annual earnings.

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognized for the following temporary differences: the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss, and differences relating to investments in subsidiaries and jointly controlled entities to the extent that it is probable that they will not reverse in the foreseeable future. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extend that it is no longer probable that the related tax benefit will be realized.

(m) Leases

At the inception of a contract, the Company assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

To assess whether a contract conveys a right to control the use of an identified asset, the Company assess whether:

- The contract involves the use of an identified asset;
- The Company has the right to obtain substantially all of the economic benefits from use of the identified asset throughout the period of use; and
- The Company has the right to direct the use of the asset.

Leases are recognized as a right-of-use asset and a corresponding lease liability at the date at which the leased asset is available for use. Each lease payment is allocated between the lease liability and finance cost. The finance cost is charged to profit or loss over the lease period as to produce a constant periodic rate of interest on the remaining balance of the lease liability for each period. The right-of-use asset is depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis.

Lease payments are discounted using the interest rate implicit in the lease. If that rate cannot be determined, the lessee's incremental borrowing rate is used. The incremental borrowing rate is the rate that the lessee would have to pay to borrow at prevailing interest rates, market precedents and the Company's specific credit spread, on similar terms and security.

(n) Convertible Debentures

The Company's convertible debentures are classified as compound financial instruments containing both a liability component and an equity component, in accordance with IAS 32, Financial Instrument Presentation, and IFRS 9, Financial Instruments.

Upon initial recognition, the liability component of the debentures is measured at the fair value of a similar debt instrument without the conversion feature, determined by discounting the contractual cash flows (interest and principal) at the market rate of interest applicable to comparable non-convertible debt at the time of issuance. The residual amount of the proceeds, after deducting the fair value of the liability component and transaction costs directly attributable to the issuance, is recognized in equity as the value of the conversion feature.

Transaction costs are allocated between the liability and equity components on a proportionate basis, consistent with the allocation of the gross proceeds. Transaction costs attributable to the liability component are deducted from its carrying amount and included in the determination of the effective interest rate used for subsequent measurement. Transaction costs attributable to the equity component are charged directly to equity.

Subsequent to initial recognition, the liability component is measured at amortized cost using the effective interest rate (EIR) method. The liability accretes to its face value over the term of the debenture, with interest expense recognized in profit or loss. Finance costs include both the contractual coupon interest and the non-cash accretion arising from the difference between the EIR and the coupon rate.

The equity component is not remeasured subsequent to initial recognition. Upon conversion of the debentures into common shares, the carrying amount of the liability is transferred to equity together with the related conversion option balance. If the debentures are redeemed for cash, the liability is extinguished and the equity component remains within equity.

Where the terms of a debenture permit the Company to settle interest payments in common shares, such settlement is treated as an equity transaction provided that the number of shares issued for settlement is fixed and the amount of interest is determinable.

The Company issues other loans and convertible debentures which may be comprised of embedded derivatives, debt, and equity components. In determining the fair value of the Company's other loans and convertible debentures on the date of issuance, and at the date of the consolidated statement of financial position, management uses internally developed models. This method requires the input of a number of assumptions including estimated market rate of interest. These assumptions are determined using management's best estimates and involve inherent uncertainties.

(o) New and amended accounting standards adopted on August 1, 2024;

The following amendments became effective for the Company's period commencing August 1, 2024, for which there was no material impact on the Financial Statements;

(i) Amendments to IAS 1: Classification of Liabilities as Current or Non-current - the IASB issued 'Non-current Liabilities with Covenants to clarify how conditions with which an entity must comply within twelve months after the reporting period affect the classification of a liability. These amendments are effective for reporting periods beginning on or after 1 January 2024. Under the new requirement, the assessment of whether a liability is presented as current or non-current is based on the contractual arrangements in place as at the reporting date and does not impact the amount or timing of recognition. The IASB reconfirmed that only covenants with which an entity must comply on or before the reporting date affect the classification of a liability as current or non-current. However, when non-current liabilities are subject to future covenants, companies will now need to disclose information to help users understand the risk that those liabilities could become repayable within 12 months after the reporting date. These amendments were applied retrospectively on August 1, 2024.

(p) New standards and amendments issued but not yet effective

A number of new standards and amendments to standards have been issued by the IASB but are not yet effective for the year ended July 31, 2025 and have not been early adopted by the Company. The Company is assessing the impact of these standards and amendments on its financial statements. The following are not expected to be effective until future periods:

(i) IFRS 18, Presentation and Disclosure in Financial Statements, effective for annual periods beginning on or after January 1, 2027. The Company expects this standard to impact the presentation and disclosure of items in the financial statements, including the structure of the statement of profit or loss and disclosures of management defined performance measures.

(ii) IFRS 19, Subsidiaries without Public Accountability, Disclosures, effective for annual periods beginning on or after January 1, 2027. The Company will consider whether any subsidiaries qualify and whether adoption would be beneficial, otherwise the standard is not expected to have an impact.

(iii) Amendments to IFRS 9 and IFRS 7, Classification and Measurement of Financial Instruments, effective for annual periods beginning on or after January 1, 2026. The Company is evaluating the impact on the classification, measurement, and disclosures of its financial instruments.

(iv) Annual Improvements to IFRS Accounting Standards, Volume 11, effective for annual periods beginning on or after January 1, 2026. These amendments are not expected to have a material impact on the Company's financial statements.

(v) Amendments to IFRS 9 and IFRS 7, Contracts Referencing Nature dependent Electricity, effective for annual periods beginning on or after January 1, 2026. These amendments are not applicable to the Company.

5. Critical accounting estimates and judgements

The preparation of these Financial Statements requires management to make judgments, estimates and assumptions that affect the reported amount of revenues, expenses, assets, liabilities, and the disclosure of contingent assets and liabilities. These estimates and judgements concern matters that are inherently complex and uncertain. Judgements and estimates are continually evaluated and are based on historical experience and expectation of future events. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period or in the period of the revision and future periods if the review affects both current and future periods.

Information about critical judgments in applying accounting policies that have the most significant risk of causing material adjustment to the carrying amounts of assets and liabilities recognized in the Financial Statements within the next financial year are discussed below.

(a) Inventory

Inventories are valued at the lower of cost and net realizable value. Inventories of harvested cannabis are transferred from biological assets at their fair value at harvest, which becomes the initial deemed cost. Any subsequent post-harvest costs are capitalized to inventory at the lower of cost and net realizable value.

Net realizable value is determined as the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

(b) Biological assets

The Company's biological assets are accounted for in accordance with IAS 41 Agriculture. Costs associated with the growing process are capitalized as incurred. These include direct costs such as seeds and other growing materials as well as indirect costs including, but not limited to, supplies and labor for individuals involved in the growing and quality control process. Depreciation of tangible assets used in the cultivation of biological assets is capitalized. Biological assets are measured at their fair value less costs to sell at each reporting period end. Unrealized gains and losses on the fair value of biological assets are recorded separately in these Financial Statements at the end of each reporting period end. Upon harvest, the biological assets are transferred to inventory at their fair value less costs to sell. Depending on the cultivation efforts period to period, the following could be significant assumptions applied in determining the fair value of biological assets, categorized as a Level 3 in the fair value hierarchy based on the inputs to the valuation technique used, are as follows:

(i) Expected yield based on average historical growing results;

(ii) Percentage of costs incurred to date as compared to the estimated total costs to be incurred ("point in growth cycle");

(iii) Selling price calculated based on weighted average selling prices of cannabis of comparable companies in the industry as well as prices paid for bulk cannabis that was acquired from arms-length licensed producers for use in the extract operations.

(iv) Estimated costs to sell.

The Company periodically assesses the significant assumptions applied in determining the fair value of biological assets based on historical information obtained as well as planned production. When there is a material change in any of the significant assumptions, the fair value of the biological assets is adjusted.

(c) Useful lives of depreciable assets

The Company reviews its estimate of the useful lives of depreciable assets at each reporting date, based on the expected use of the assets. Uncertainties in these estimates relate to technical obsolescence that may change the utility of certain equipment.

(d) Share-based payments

Use of the Black-Scholes Option Pricing model to estimate the fair value the Company's options and warrants requires the application of various assumptions including option lives, dividend yield, forfeitures and volatility of the market price of the Company's common shares. Changes in any of these variables could have a material impact on the share-based payments reserve and share-based payments expense.

(e) Impairment

Non-financial assets are tested for impairment when events or change in circumstances indicate that the carrying amount may be not recoverable, with the exception of goodwill which is reviewed for impairment annually or at any time if an indicator of impairment exists. This determination requires significant judgment. Factors which could trigger an impairment review include, but are not limited to, significant negative industry or economic trends, and current, historical or projected losses that demonstrate continuing losses.

The fair value measurement of the Company's non-financial assets, for the purpose of comparison with the carrying value, is based on numerous assumptions and may differ significantly from actual values. The fair values are based, in part, on certain factors that may be partially or totally outside of the Company's control. This evaluation involves a comparison of the estimated fair values of non-financial assets to their carrying values. The fair value estimates may differ from fair values and these differences may be significant and could have a material impact on the Company's financial position and results of operations.

Management's estimate of future cash flows is subject to risk and uncertainties. Therefore, it is reasonably possible that changes could occur with evolving economic conditions, which may affect recoverability of the Company's non-financial assets.

(f) Allowance for expected credit losses

The allowance for expected credit loss amount is sensitive to changes in circumstances and of forecast economic conditions and may not be indicative of actual credit losses. The minimum allowance is determined as outlined in Note 22 to these Financial Statements and increased amounts determined depending on circumstances at each period end.

(g) Taxes

Accounting for income taxes is a complex process requiring management to interpret frequently changing laws and regulations and make judgments related to the application of tax law, estimate of timing of temporary difference reversals, and estimate of realization of tax assets. All tax filings are subject to subsequent government audits and potential reassessment. These interpretations and judgments and changes related to them impact tax provisions, deferred income tax assets and liabilities and net loss.

(h) Convertible debentures

The valuation of the Company's convertible debentures requires judgement in determining the fair value of the liability component at issuance, which is estimated using a market-based discount rate for comparable non-convertible debt. Because the Company does not have directly comparable borrowings, the discount rate incorporates unobservable inputs such as credit risk, market conditions, and expected cash flow timing, making this a Level 3 fair value estimate. The resulting liability value determines the residual amount allocated to the equity component. Changes in these assumptions would affect the initial allocation between debt and equity and the subsequent accretion expense recognized over the term of the debentures.

6. Net revenues (net of Excise Taxes)

	Years ended	
	July 31, 2025	**July 31, 2024**
Extract	$ 13,925,277	$ 14,599,679
Retail	-	152,530
Cultivation and wholesale	2,976,134	3,202,468
	$ 16,901,411	$ 17,954,677

7. Cost of sales

	Years ended	
	July 31, 2025	July 31, 2024
Extract	$ 7,231,276	$ 6,494,428
Retail	-	157,491
Cultivation and wholesale	2,286,327	2,481,415
	$ 9,517,603	$ 9,133,334

During the years ended July 31, 2025 and 2024, aggregate depreciation charges of $470,237 and $332,089, respectively were included in cost of sales - extract.
During the years ended July 31, 2025 and 2024, the cost of sales - extract included realized fair value included in the packaged extract inventory (finished goods) produced sold using the Company's own cultivated inventory (harvested cannabis) of $88,401 and $63,874, respectively.
During the years ended July 31, 2025 and 2024, the cost of sales - cultivation and wholesale included inventory write-down $12,188 and $29,605, respectively due to the impact of stating inventory at the lower of cost and net realizable value and destruction of inventory.

8. Cash and cash equivalents

As at July 31, 2025 and 2024, the cash and cash equivalents balance includes GICs with aggregate value of approximately $23,000 and $700,000, respectively that is redeemable without penalties.

9. Long-term deposit

In connection with the Credit Facility (see Note 15(iii)), the lender required a term deposit to be held as security at an interest rate of 0.20% in regards to a claim filed by a contractor in connection with the construction of the Company's processing facility. The term deposit was released in May 2025 commensurate with settlement and payment of the claim.

10. Biological Assets

	July 31, 2025	July 31, 2024
Balance, beginning of the period	$ 87,098	$ 76,195
Capitalized cost of biological assets	336,488	346,993
Changes in fair value	(25,725)	41,994
Cash cost transferred to inventory upon harvest	(373,340)	(378,084)
Balance, end of the period	$ 24,521	$ 87,098

During the years ended July 31, 2025 and 2024, the depreciation charge of $33,931 and $33,882, respectively related to property, plant and equipment used in the growth and harvesting of biological assets was capitalized to biological assets.
During the years ended July 31, 2025 and 2024, the gross profit included the changes in fair value related to the biological assets of $(25,725) and $41,994, respectively.
During the year ended July 31, 2025, the Company successfully completed its twenty-first and twenty-second harvests. As at July 31, 2025, the crops growing were at varying stages within the overall growth cycle ranging from approximately 43.7% to 57.5% complete relative to the anticipated harvest dates. The selling price of dry flower per gram and trim per gram remained unchanged from July 31, 2024.

The Company measures its biological assets at their fair value less costs to sell. This is determined using a model which estimates the expected harvest yield in grams for flower and trim being cultivated, and then adjust those amounts for selling price per gram and costs to sell. The fair value of biological assets is considered a Level 3 categorization in the IFRS fair value hierarchy, as there is currently no actively traded commodity market in Canada for cannabis plants. The fair value of cannabis plants was determined using a valuation model that estimates the expected harvest yield per crop and applies this to the estimated fair value less costs to sell per gram of dried cannabis flower. Significant unobservable inputs were used by management as part of this model:

- Selling price – calculated based on weighted average selling prices of cannabis of comparable companies in the industry as well as prices paid for bulk cannabis that was acquired from arm's-length licensed producers for use in the extraction and tolling operations;
- Yield per plant – represents the expected number of dried cannabis flower which is expected to be obtained from each harvested cannabis plant; and
- Survival rate – represents the percentage of plants that start in the vegetative room that will eventually be harvested.

The following table quantifies each significant unobservable input used in the fair value of biological assets as at the periods presented:

	July 31, 2025		July 31, 2024	
Selling price (Dry Flowers)	$3.00 p/gram	$3,333	$3.00 p/gram	$3,333
Yield per plant	42 grams	$3,500	42 grams	$3,500
Survival rate	95.0%	$5,300	95.0%	$5,300

11. Inventory

	July 31, 2025	July 31, 2024
Bulk material and retail	$ 180,178	$ 297,308
Harvested cannabis	292,598	314,980
Extraction	10,925,134	8,562,415
	$ 11,397,910	$ 9,174,703

12. Trade accounts payable and accrued liabilities

As at July 31, 2025 and 2024, the trade accounts payable and accrued liabilities includes excise taxes payable of $5,984,543 and $7,008,346, respectively.

13. Property, plant and equipment

	Land	Building and improvements (i)	Plant and equipment (ii)	Office equipment	Computer hardware	Automobiles	Total
Cost							
Balance, July 31, 2023	$ 2,425,000	$ 7,423,892	$ 2,726,379	$ 154,532	$ 47,599	$ 169,792	$ 12,947,194
Additions (iii)	-	148,021	139,649	5,923	13,152	107,279	414,024
Disposals	-	-	-	-	-	(29,060)	(29,060)
Balance, July 31, 2024	2,425,000	7,571,913	2,866,028	160,455	60,751	248,011	13,332,158
Additions (iii)	-	6,277	109,873	3,745	8,192	253,461	381,548
Derecognition of automobile loans	-	-	-	-	-	(211,896)	(211,896)
Balance, July 31, 2025	$ 2,425,000	$ 7,578,190	$ 2,975,901	$ 164,200	$ 68,943	$ 289,576	$ 13,501,810
Accumulated depreciation							
Balance, July 31, 2023	$ -	$ 1,042,382	$ 711,836	$ 74,353	$ 35,589	$ 40,795	$ 1,904,955
Depreciation	-	262,362	555,552	31,278	11,540	41,058	901,790
Disposals	-	-	-	-	-	(19,790)	(19,790)
Balance, July 31, 2024	-	1,304,744	1,267,388	105,631	47,129	62,063	2,786,955
Depreciation (iv)	-	264,355	545,965	17,623	11,587	44,208	883,738
Derecognition of automobile loans	-	-	-	-	-	(17,147)	(17,147)
Balance, July 31, 2025	$ -	$ 1,569,099	$ 1,813,353	$ 123,254	$ 58,716	$ 89,124	$ 3,653,546
Net book value							
July 31, 2025	**$ 2,425,000**	**$ 6,009,091**	**$ 1,162,548**	**$ 40,946**	**$ 10,227**	**$ 200,452**	**$ 9,848,264**
July 31, 2024	$ 2,425,000	$ 6,267,169	$ 1,598,640	$ 54,824	$ 13,622	$ 185,948	$ 10,545,203

(i) Included in property, plant and equipment is $917,919 (July 31, 2024 - $914,821) of building improvements and equipment that is not subject to amortization as it is currently under construction.

(ii) On January 31, 2021, 1998643 Alberta Ltd. entered into a lease arrangement with a company that is owned by two directors and a significant shareholder of CanadaBis to lease an extraction machine over a 72-month term for a monthly payment of $11,991 plus applicable taxes and residual value of $1, with first payment due April 30, 2021. Considering the related party nature of this transaction and outside of the normal course of business, the rate implicit to the arrangement approved by the Board of Directors was 11.0% and the original vendor cost of the asset was supported by an arm's length transaction between the lender and the vendor. For accounting purposes, the incremental borrowing rate for the Company (lessee) was assessed as 12.0% supported by an independent financing quote but due to financing constraints the Company entered into this lease arrangement with a related party. As at January 31, 2021, a right-of-use asset of $629,240 was recognized and a corresponding lease obligation (Note 14). The right-of use asset is depreciated over the lease term on a straight-line basis, which is shorter than the asset's useful life. During the Years ended July 31, 2025 and 2024, the aggregate lease payments for the extraction machine were $143,898.

(iii) During the year ended July 31, 2025, the Company terminated an automobile loan that was entered into during the year ended July 31, 2024, resulting in a loss of $26,444 upon derecognition of this automobile loan (Note 14). During the three months ended October 31, 2024, the Company acquired an automobile that was financed by entering into long-term debt (Note 14). Effective January 31, 2025, this automobile loan was terminated upon the return of the automobile, resulting in a gain of $6,999 upon derecognition of this automobile loan. Thereby, an aggregate net loss of $19,445 on derecognition of the automobile loans was recognized and included in net income for the year ended July 31, 2025.

(iv) This balance represents the aggregate depreciation charge for the year ended July 31, 2025 that is prior to the capitalization of $33,931 to Biological Assets (Note 10) and reclassification of $470,237 from the "Depreciation and amortization" financial statement line item to Cost of sales (Note 7) for presentation purposes.

(v) The Company operates as a single cash-generating unit ("CGU"), and during the year identified indicators of impairment affecting the CGU, including margin compression and declining profitability within the cannabis sector. In accordance with IAS 36, management estimated the recoverable amount of the CGU, which was supported by an independent appraisal of the underlying land and buildings. The appraised value exceeded the carrying value of the CGU's net assets, and accordingly no impairment was recorded for the year.

14. Lease obligations

Right-of-use assets

The cost and accumulated depreciation related to the right-of-use assets have been included in property, plant and equipment (see Note 13). The changes in the net book value for the Company's right-of-use assets during the years ended July 31, 2025 and July 31, 2024, respectively were as follows:

Cost	**Plant and equipment**	**Vehicle**	**Total**
Balance, July 31, 2023	$ 1,788,756	$ 82,639	$ 1,871,395
Derecognition of lease	-	(29,060)	(29,060)
Balance, July 31, 2024	1,788,756	53,579	1,842,335
Addition	-	16,282	16,282
Balance, July 31, 2025	1,788,756	69,861	1,858,617
Accumulated depreciation			
Balance, July 31, 2023	$ 332,585	$ 36,979	$ 369,564
Depreciation	426,943	6,944	433,887
Derecognition of lease	-	(19,790)	(19,790)
Balance, July 31, 2024	759,528	24,133	783,661
Depreciation	426,944	11,796	438,740
Balance, July 31, 2025	$ 1,186,472	$ 35,929	$ 1,222,401
Net book value			
Balance, July 31, 2025	**$ 602,284**	**$ 33,932**	**$ 636,216**
Balance, July 31, 2024	$ 1,029,228	$ 29,446	$ 1,058,674

Lease liabilities

	July 31, 2025	July 31, 2024
Balance, beginning of the period	$ 1,003,410	$ 1,334,356
Vehicle	16,282	-
Derecognition of lease	-	(3,082)
Lease payments	(485,455)	(489,985)
Interest expense	112,616	162,121
Balance, end of the period	646,853	1,003,410
Less current portion	(368,802)	(370,380)
Long term portion	$ 278,051	$ 633,030

Amounts recognized in profit and loss

	Years ended	
	July 31, 2025	July 31, 2024
Lease expense on short-term lease	$ 18,811	$ 21,402
Interest expense on lease liabilities	112,616	162,121
Amounts expensed in profit and loss	$ 131,427	$ 183,523

Lease payments

The required undiscounted cash flows of lease payments of the lease liability as at July 31, 2025 are as follows:

	2025
Less than 1 year	$ 389,678
1-5 years	301,111
More than 5 years	-
	$ 690,789

15. Long-term debt

	CEBA loan (i)	RRRF Loan (ii)	Commercial Mortgage Loan (iii)	Vehicle Loans (iv)	Total
Balance, July 31, 2023	$ 120,000	$ 296,309	$ 5,482,732	$ 75,907	$ 5,974,948
Additional funding	-	-	-	75,851	75,851
Repayment of principal	(80,000)	(131,160)	(863,368)	(19,239)	(1,093,767)
Debt forgiveness	(40,000)	-	-	-	(40,000)
Accretion	-	13,232	25,600	-	38,832
Balance, July 31, 2024	-	178,381	4,644,964	132,519	4,955,864
Less current portion	-	(131,160)	(902,416)	(25,889)	(1,059,465)
	$ -	$ 47,221	$ 3,742,548	$ 106,630	$ 3,896,399

	CEBA loan (i)	RRRF Loan (ii)	Commercial Mortgage Loan (iii)	Vehicle Loans(iv)(v)(vi)	Total
Balance, July 31, 2024	$ -	$ 178,381	$ 4,644,964	$ 132,519	$ 4,955,864
Additional funding	-	-	-	250,047	250,047
Repayment of principal	-	(131,160)	(825,405)	(28,992)	(985,557)
Derecognition of vehicle loans	-	-	-	(175,304)	(175,304)
Accretion	-	6,642	25,622	-	32,264
Balance, July 31, 2025	-	53,863	3,845,181	178,270	4,077,314
Less current portion	-	(53,863)	(3,845,181)	(37,976)	(3,937,020)
	$ -	**$ -**	**$ -**	**$ 140,294**	**$ 140,294**

(i) On April 9, 2020, the Government of Canada announced the Canada Emergency Business Account ("CEBA") loan program to small Canadian businesses to assist these businesses with working capital requirement during the COVID-19 pandemic. The maximum amount available under the program is $40,000, of which $10,000 is forgiven if the loan is repaid prior to December 31, 2022. The Company, through its two wholly owned subsidiaries, applied for and received $80,000 under the CEBA loan program. During the year ended July 31, 2021, additional funding of $20,000 was secured by each of these entities with same repayment terms as initial funding received. The loan is non-interest bearing until December 31, 2022. An annual interest rate of 5% accrues from January 1, 2023 until December 31, 2025, the maturity date. Subsequent to July 31, 2022, the Government of Canada extended the repayment deadline for partial loan forgiveness from December 31, 2023, to January 18, 2024. Prior to January 18, 2024, an aggregate of $80,000 was repaid for these CEBA loans outstanding and the remaining aggregate balance of $40,000 representing the debt forgiveness portion was recognized and presented as other income in the consolidated statement of net income and comprehensive income for the year ended July 31, 2024.

(ii) On February 23, 2021, the Company through one of its wholly-owned subsidiaries secured funding of $393,428 under the Regional Relief and Recovery Fund ('RRRF"), an economic relief program under Canada's overall COVID-19 Economic Response Plan to fund ongoing non-capital operations. Repayment of this loan commenced on February 1, 2023 with 35 consecutive monthly installments of $10,930 and one final payment of $10,878 due on December 31, 2025. Interest is charged at an average bank rate plus 3% from commencement of repayment to December 31, 2025. Considering the interest free period and that received funding at an interest rate below market, the funding was deemed a government grant resulting in a deferred income liability recognized representing the benefit received. An annual effective interest rate of 5.45% was considered reflective of a market rate available at a financial institution under similar terms of repayment. As at July 31, 2025, the deferred income liability of $736 was outstanding net of $6,642 recognized during the year ended July 31, 2025 as other income representing recognition of this benefit over the term of the funding agreement. A corresponding accretion expenses of $6,642 was recognized to accrete the loan outstanding during the current periods presented. The accretion expense is offset against an equal amount recognized in other income, resulting in a net impact of $Nil to net income for the year ended July 31, 2025.

(iii) On June 3, 2021, the Company announced that a binding commitment letter was signed on May 24, 2021 with Connect First Credit Union (the "Credit Union") for a new credit facility of $9.6 million to be comprised of a 5-year term, $8,850,000 commercial mortgage loan bearing interest at a fixed rate of 4.35% per annum (calculated daily and payable monthly in arears) (the "Commercial Mortgage Loan) and a $750,000 on demand line of credit bearing interest at a rate of the lender's prime lending rate plus 1.00% per annum (calculated daily and payable monthly in arears) (collectively, the "New Credit Facility"). On July 23, 2021, the first tranche of $7,210,000 was released upon meeting customary closing conditions and was used to settle the existing long-term debt (vendor takeback mortgage and demand mortgage). Aggregate financing costs associated with the New Credit Facility incurred was $225,000 that was allocated against the Commercial Mortgage Loan. The costs associated with the loan form part of the amortized costs of the loan used to determine the effective interest rate of 3.63%. The monthly payable of principal and accrued interest of the Commercial Mortgage Loan is $60,490. As at July 31, 2025, an amount of $671,635 was drawn down on the line of credit, which is classified as financing activities for purposes of presentation in the consolidated statement of cash flows for the year ended July 31, 2025.

The Credit Facility is secured through the First Coverage Demand Collateral Mortgages over the properties held by 1998643 Alberta Ltd. and 2103157 Alberta Ltd. in the amounts of $8,850,000 and $750,000, respectively. Also, first charge security interest over all present and acquired personal property, unlimited guarantees and postponement of claims by Goldstream Cannabis Inc. and 1926360 Alberta Ltd., and the assignment and postponement of all related party debt to the amount of $1,640,000 is in place.

The commitment letter requires that the Company maintains the following debt covenants as defined: 1) a debt service coverage ratio not less than 1.40:1 to be tested annually; 2) a debt-to-equity ratio not greater than 1.00:1.00 to be tested annually; and 3) a current ratio not less than 1.25:1.00 to be tested monthly. As at July 31, 2025, the Company was not in compliance with the debt service coverage ratio as it was 0.36:1 and the current ratio as it was 1.2:1, the Company was in compliance with the debt-to-equity ratio factoring in an appraisal surplus as included in the defined term of the commitment letter was 0.96:1. On November 12, 2025, the Credit Union issued a covenant waiver letter acknowledging the breach and confirming that it does not intend to call the loan within the next twelve months and further waving its right to take any enforcement action in respect of this specific breach until at least July 31, 2026.

As at July 31, 2025, the Company classified its long term debt with the lender as a current liability due to non-compliance with the Debt Service Coverage Ratio and Debt to Equity Ratio covenants established under the lending agreement (refer to Note 15(iii) – Long term debt). Subsequent to year end, on November 12, 2025, the lender issued a covenant waiver letter confirming that it waived its right to take enforcement action related to these specific covenant breaches until at least July 31, 2026. In accordance with IAS 1, the debt remained classified as current at July 31, 2025, because the covenant waiver was obtained after the reporting date. The Company continues to maintain a cooperative relationship with the lender.

(iv) Effective February 16, 2023, the Company entered into a loan agreement to finance the purchase of a vehicle for an amount of $81,603, net of a cash down payment of $10,000. The loan is repayable over a 60-month term at $1,635 per month bearing an interest rate of 7.49% per annum. Repayment commenced on March 18, 2023. Effective January 31, 2024, the Company entered into another loan agreement to finance the purchase of a vehicle for an amount of $75,851 with no cash downpayment. The loan is repayable over a 72-month term at $1,388 per month bearing interest at an annual rate of 9.49%. Repayment commenced on February 8, 2024. On October 1, 2024, this loan was terminated upon the return of the vehicle under this loan arrangement, and a resulting in a loss of $26,444 upon the derecognition of this vehicle loan recognized in the statement of net income and comprehensive income for the year ended July 31, 2025.

(v) Effective October 4, 2024, the Company entered into a loan agreement to finance the purchase of a vehicle for an amount of $110,837. This agreement was not for a trade-in arrangement. The loan is repayable over a 72-month term at $1,981 per month bearing an interest rate of 8.69% per annum. Repayment commenced on October 28, 2024.On January 31, 2025, this vehicle loan was terminated upon the return of the vehicle under this loan arrangement and resulted in a gain of $6,999 upon the derecognition of this vehicle loan that was recognized in the condensed statement of net income and comprehensive income for the year ended July 31, 2025.

(vi) Effective March 25, 2025, the Company entered into a loan agreement to finance the purchase of a vehicle for an amount of $139,210. This agreement was not for a trade-in arrangement. The loan is repayable over a 72-month term at $2,177 per month bearing an interest rate of 3.99% per annum. Repayment commenced on April 24, 2025.

16. Convertible debentures

On April 2, 2025 and April 14, 2025, the Company closed a brokered private placement of the issuance of 2,620 and 1,415 unsecured 11% convertible debentures (the “Debenture(s)”), respectively at $1,000 per Debenture for the aggregate gross proceeds of $4,035,000 (collectively, the “Financing”) from the First and Final Tranches. The Debentures mature on April 2, 2029 (the "Maturity Date") and bear interest at the rate of 11% per annum, with such interest to be accrued on a quarterly basis and payable quarterly in arrears. Interest shall be paid in cash or common shares of the Company (the “Common Shares”) at the Company’s sole discretion, subject to Exchange approval. Following August 3, 2025 and prior to the Maturity Date, pursuant to the terms of the Debentures, at the option of the holder the principal amount of each Debenture shall be convertible into Common shares at $0.10 per Common Share (the “Conversion Price”) at no additional consideration. The Debentures will be repaid in cash at the Maturity Date.

On and following September 2, 2025, the Company shall have the right to either partially or fully redeem the outstanding Debentures in cash at 105% of the outstanding principal amount of the Debenture at the time of redemption, plus accrued interest in cash, provided, however, if the Debentures are redeemed before being outstanding for six (6) months, the Company shall pay the holder all accrued and unpaid interest, plus an additional amount to ensure the holder receives at least six (6) months of interest on the principal amount being redeemed, net of any interest already paid. The Debentures will be subject to a statutory hold period of four months and one day following the issuance date.

The unsecured convertible debentures issued are deemed a compound financial instrument. The Company allocated $2,268,119 net of issuance costs of $363,862 of the debt to the liability component and $1,209,056 net of issuance costs of $193,963, to the equity component. Management estimated the fair value of the debt using a discount rate of 25% applicable to the Company’s business, with the residual value allocated to the equity component. The redemption feature at the option of the Company was determined to be a derivative asset at July 31, 2025 was NIL.

The Company paid the agent an aggregate fee of $128,100 that is included in transaction costs. The Company granted the Agent an aggregate of 1,281,000 broker warrants and an aggregate of 694,000 advisory warrants pursuant to the Financing as outlined in Note 20(b) of the Financial Statements.

The following table reconciles the recorded value of the liability component of the convertible debentures:

		2025 Convertible Debentures
Balance, July 31, 2024	$	-
Additions		2,268,119
Interest expense		141,326
Accretion expense		223,613
Balance, as at July 31, 2025	$	2,350,406

17. Non-controlling interests

The changes in non-controlling interests are as follows for the periods presented:

Balance, July 31, 2023	$	93,186
Share of net loss for the year		-
Balance, July 31, 2024		93,186
Share of net loss for the year then ended		-
Balance, July 31, 2025	$	93,186

On August 13, 2019, the Company acquired 95% of the outstanding shares of Goldstream Cannabis Inc. ("Goldstream") for $3,500,000 payable in 11,666,666 common voting shares of CanadaBis, at a price of $0.30 per common voting share. At July 31, 2025, the Company held a 95% ownership interest (July 31, 2023 – 95%) in Goldstream, located in British Columbia, Canada. The following table represents the summarized information for Goldstream before intercompany eliminations.

	July 31, 2025	July 31, 2024
Current assets	$ 4,284	$ 4,284
Non-current assets	1,972,460	1,972,460
Current liabilities	111,384	111,384
Non-current liabilities	-	-
Net revenues for the years ended July 31, 2025 and 2024	-	-
Net income for the years ended July 31, 2025 and 2024	$ -	$ -

18. Share capital

(a) Authorized

The Company is authorized to issue an unlimited number of voting common, non-voting common and preferred shares.

(b) Issued and outstanding

	Number of shares	Amount
Balance, July 31, 2023	138,211,380	$ 16,730,866
Proceeds from shares issued upon exercise of options Note 18(b)(i))	25,000	5,000
Reclassification of contributed surplus to share capital upon exercise of options (Note 18(b)(i))	-	3,009
Proceeds from shares issued upon exercise of options Note 18(b)(i))	20,000	4,000
Reclassification of contributed surplus to share capital upon exercise of options (Note 18(b)(i))	-	2,353
Balance, July 31, 2024 and July 31, 2025	138,256,380	$ 16,745,228

(i) On August 11, 2023, an employee of the Company exercised 25,000 options at an exercise price of $0.20 per option for gross cash proceeds of $5,000 and a reclassification of $3,009 from contributed surplus to share capital. On November 10, 2023, an employee of the Company exercised 20,000 options at an exercise price of $0.20 per option for gross cash proceeds of $4,000 and a reclassification of $2,353 from contributed surplus to share capital. The closing share prices were $0.2750 and $0.2550, respectively based on the most recent trading date prior to the respective exercise of options on August 11, 2023 and November 10, 2023.

19. Share-based payments

(a) Option plan details

The Company has established a stock option program for its officers, directors, employees, and certain consultants under which the Company may grant options to acquire common voting shares at the market price of the shares, at the grant date. All options granted before April 30, 2020 under the stock option plan have a five-year term and vest over 3 years. For options issued subsequent to April 30, 2020, one-half vest immediately while remaining one-half vest on the first anniversary, unless otherwise stated.

(b) The following is a summary of changes in options from July 31, 2023 to July 31, 2025

	Number of options	Weighted average exercise price
Outstanding, July 31, 2023	7,080,000	$ 0.23
Exercised (Note 16 (b)(i))	(45,000)	$ 0.20
Expired	(450,000)	$ 0.50
Cancelled and forfeited	(427,500)	$ 0.20
Outstanding, July 31, 2024	6,157,500	$ 0.21
Expired	(4,620,000)	$ 0.20
Cancelled and forfeited	(317,500)	$ 0.23
Outstanding, July 31, 2025	1,220,000	$ 0.21
Options exercisable as at July 31, 2025	1,220,000	$ 0.21

The following table summarizes information about the stock options as at July 31, 2025:

	Options Outstanding			Options Exercisable	
Range of exercise prices	Number outstanding	Weighted average remaining life	Weighted average exercise price	Number exercisable	Weighted average exercise price
$0.20	5,120,000	0.99	$ 0.20	5,120,000	$ 0.20
$0.24	1,000,000	3.88	$ 0.24	1,000,000	$ 0.24
	6,120,000	1.45	$ 0.21	6,120,000	$ 0.21

The following table summarizes information about the stock options as at July 31, 2024:

	Options Outstanding			Options Exercisable	
Range of exercise prices	Number outstanding	Weighted average remaining life	Weighted average exercise price	Number exercisable	Weighted average exercise price
$0.20	5,120,000	0.99	$ 0.20	5,120,000	$ 0.20
$0.24	1,000,000	3.88	$ 0.24	1,000,000	$ 0.24
	6,120,000	1.45	$ 0.21	6,120,000	$ 0.21

(c) Fair value of options issued during the periods presented

No options were granted during the years ended July 31, 2025 and 2024.

During the year ended July 31, 2025, 317,500 options were cancelled and forfeited, 4,620,000 options expired and no options were exercised.

20. Warrants

From time to time, the Company may issue warrants in connection with a financing as an incentive to participate in such offerings.

(a) On December 1, 2021, the Company closed the first tranche of its previously announced non-brokered private placement consisting of 1,153,846 Units at a price of $0.13 per Unit to raise gross proceeds of $150,000. Each unit consisted of one common share and one common share warrant. Each Warrant entitles the holder to purchase one additional share at a price of $0.25 per share for a period of three years following closing or until December 1, 2024, the expiry date. In accordance with the Company's accounting policy, the full value of the unit proceeds was allocated to common shares. On December 1, 2024, these outstanding warrants expired unexercised.

(b) Pursuant to the unsecured convertible debenture financing in April 2025 (Note 16), the Company granted: (i) an aggregate of 1,281,000 broker warrants to the Agent; and (ii) an aggregate of 694,000 advisory warrants (together, the "Compensation Options"). The Company granted 1,251,000 broker warrants and 150,000 advisory warrants, and 30,000 broker warrants and 544,000 advisory warrants upon the closing of the First Tranche and Final Tranche, respectively. Each Compensation Option entitles the holder thereof to acquire one Common Share at an exercise price equal to $0.10 for a period of 48 months following the date hereof. Fair value of the warrants was determined using the Black-Scholes Model at a value of $138,250 and a weighted average fair value per unit value of $0.07. The key assumptions used in the determination of the fair value were as follows: expected volatility of 114.4%, risk-free rate of 4.0%, and 4 expected life (years). The fair value of these warrants issued was included in the transaction costs allocated to the liability and equity components of the convertible debentures. As at July 31, 2025, an aggregate 1,975,000 warrants were issued and outstanding.

21. Income taxes

(a) The following table reconciles the estimated income tax expense using Canadian Federal and Provincial tax rate of 25% (2023 - 25%) to the reported tax expense.

	July 31, 2025	July 31, 2024
Loss before income taxes	$ (721,885)	$ (2,585)
Statutory tax rates	23%	25%
Expected income tax recovery	(166,034)	(646)
Effect on taxes of:		
Equity portion of Convertible Debentures	278,083	-
Share-based payments	-	35,690
Non-deductible expenses	148,360	34,584
Fair value adjustments to inventory	-	5,470
Share and debt issuance costs on acquisition	-	-
Other	20,456	-
True-up of opening timing differences	87,344	-
Change in valuation allowance	(254,890)	(164,705)
	$ 113,319	$ (89,607)

(b) The changes in deferred income tax assets and liabilities during the years ended July 31, 2025 and 2024 were as follows:

	July 31, 2024	Deferred tax assets (liabilities) recognized in net income	July 31, 2025
Property, plant and equipment	$ (3,644)	$ 124,907	$ 121,263
Biological assets	85,070	(85,070)	-
Lease liabilities	230,785	(82,009)	148,776
Non-capital losses	623,649	72,099	695,748
Convertible debenture and warrants issue costs	-	102,640	102,640
Convertible debentures	-	(387,457)	(387,457)
Net deferred tax assets	935,860	(254,890)	680,970
Deferred tax assets not recognized	(935,860)	254,890	(680,970)
	-	-	-

	July 31, 2023	Deferred tax assets (liabilities) recognized in net loss	July 31, 2023
Property, plant and equipment	127,194	(130,838)	(3,644)
Biological assets	(18,351)	103,421	85,070
Lease liabilities	333,589	(102,804)	230,785
Non-capital losses	2,034,804	(1,411,155)	623,649
Share and debt issuance costs	8,734	(8,734)	-
Net deferred tax assets	2,485,970	(1,550,110)	935,860
Deferred tax assets not recognized	(2,485,970)	1,550,110	(935,860)

(c) As at July 31, 2025, the Company has non-capital loss carry-forwards that can be used to offset taxes in future years. These non-capital loss carry-forwards expire as follows:

2045	$ 45,467
2044	-
2043	406,599
2042	782,932
2041	924,921
2040	466,336
2039	323,390
2038	75,346
	3,024,991

22. Related party transactions

(a) The following is a summary of the Company's related party balances:

Amount due to related parties	**July 31, 2025**	**July 31, 2024**
SS Pipelines Ltd. (i)	$ 689,744	$ 689,745
Runaway Developments Ltd. (ii)	653,792	653,791
Director and shareholders (iii)	218,012	108,280
890859 Alberta Ltd. (iv)	10,802	10,802
	$ 1,572,350	$ 1,462,618

(i) SS Pipelines Ltd. is a company owned by shareholders, a director and officer of the Company. The amounts due to relates parties are non-interest bearing, unsecured and have no fixed terms of repayment. Accordingly, the amounts have been presented as being all current on the consolidated statements of financial position.

(ii) Runaway Developments Ltd. is a company owned by a shareholder of the Company. The amounts due to Runaway Developments Ltd. bears interest at 7% per annum and the maturity was extended to December 31, 2021 but not extended subsequently. As at July 31, 2025 and July 31, 2024, the outstanding balances included accrued interest of $3,791.

(iii) As at July 31, 2025, an aggregate amount of $218,012 (July 31, 2024 - $108,280) was due to a Director and shareholders of the Company. These amounts are due on demand, unsecured and interest free. Majority of this amount outstanding pertained to the vape filling machine rental fee. Effective January 1, 2025, the Company entered into separate agreements to rent for a twelve-month period a vape filling machine from a director and shareholder of the Company. During the years ended July 31, 2025 and 2024, aggregate equipment rental expenses of $171,142 and $129,488, respectively were incurred representing a rental fee of $1 per vape filled.

(iv) 890859 Alberta Ltd. is a company owned by a shareholder and officer of the Company. 890859 Alberta Ltd. that sold non-cannabis balms and creams produced by the Company. As at year ended July 31, 2025 and 2024, a balance of $10,802 was due to 890859 Alberta Ltd. This amount is non-interest bearing, unsecured and have no fixed terms of repayment. Accordingly, this amount is presented as current in the consolidated statement of financial position.

(b) The Company is leasing an extraction machine from a company that is owned by three directors of CanadaBis. See Notes 13(ii) and 14 for further details. On June 27, 2022, the Board of Directors approved an annual consulting agreement with a director to provide certain legal, corporate and administration consulting services, which was renewed for an annual term effective May 1, 2023. The terms and conditions of this consulting agreement is within normal course of business and payable immediately. Upon expiry of this agreement, no formal agreement was entered into but services continue to be provided under past terms and conditions. Amounts outstanding in accordance with this agreement is included in trade accounts payable. As at July 31, 2025, the accounts payable balance includes an amount less than $1,000. During the years ended July 31, 2025 and 2024, the consulting services expenses incurred were $15,652 and $9,784, respectively.

(c) Key management compensation

CanadaBis considers its directors and executives to be key management personnel. Key management personnel compensation is comprised of the following:

	July 31, 2025	**July 31, 2024**
Short-term employer benefits	762,440	415,768
Share-based payments	-	142,757
	762,440	558,525

23. Financial instruments and risk management

(a) Fair value

The carrying values of cash and cash equivalents, demand line of credit, trade accounts payable and accrued liabilities, due to related parties, current portion of lease liabilities and current portion of long-term debt approximate their fair values due to the short-term nature of these financial instruments.

The carrying amounts and fair values of the Company`s remaining financial assets and liabilities are as follows:

		July 31, 2025		**July 31, 2024**	
	Fair Value Level	**Carrying amount**	**Fair value**	**Carrying amount**	**Fair value**
Financial assets					
Loans and receivables					
Cash and cash equivalents	Level 1	$ 831,062	$ 831,062	$1,678,531	$1,678,531
Trade accounts receivables and other receivables	Level 1	1,444,261	1,444,261	2,059,390	2,059,390
Financial liabilities					
Other financial liabilities					
Demand line of credit	Level 2	671,635	671,635	482,350	482,350
Trade accounts payable and accrued liabilities	Level 2	7,106,088	7,106,088	8,743,868	8,743,868
Due to related parties	Level 3	1,572,350	1,572,350	1,462,618	1,462,618
Long-term debt	Level 2	4,077,314	4,077,314	4,955,864	4,955,864
Lease liability	Level 3	646,853	646,853	1,003,410	1,003,410
Convertible debentures	Level 3	2,350,406	2,350,406	-	-

Fair value hierarchy

The financial instruments of the Company that are recorded at fair value have been classified into levels using the fair value hierarchy based on the degree to which the fair value is observable:

- Level 1: Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions occur in sufficient frequency and volume to provide pricing information on an ongoing basis.
- Level 2: Pricing inputs are other than quoted prices in active markets included in Level 1. Prices in Level 2 are either directly or indirectly observable as of the reporting date. Level 2 valuations are based on inputs, including quoted forward prices for commodities, time value and volatility factors, which can be substantially observed or corroborated in the marketplace.
- Level 3: Valuations in this level are those with inputs for the asset or liability that are not based on observable market data.

(b) Risk management

The Company's activities expose it to a variety of financial risks that arise as a result of its development, production and financing activities. CanadaBis has exposure to credit, liquidity and interest risk. CanadaBis' risk management policies are established to:

- Identify and analyze the risks faced by the Company;
- Set appropriate limits and controls; and
- To monitor risks and adherence to market conditions and the Company's activities.

This narrative presents information about the Company's risk exposure, the Company's objectives, policies and processes for measuring and managing risk and the Company's management of capital.

Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet financial obligations at the point at which they are due. The Company's operating cash requirements are continuously monitored by management. As factors impacting cash requirements change, liquidity risks may necessitate the need for the Company to raise capital by issuing equity or obtaining debt financing.

The following table sets out the contractual maturities (representing undiscounted contractual cash flows) of financial liabilities:

	<1 Year	1-2 Years	3-5 Years	> 5 years
Accounts payable and accrued liabilities	$ 7,106,088	$ -	$ -	$ -
Due to related parties	$ 1,572,350	$ -	$ -	$ -
Lease obligations	$ 389,678	$ 301,111	$ -	$ -
Long-term debt	$ 1,034,300	$ 2,152,532	$ 933,801	$ -
Convertible debentures	$ -	$ -	$ 4,035,000	$ -
Deferred income liability	$ 736	$ -	$ -	$ -
	$ 10,103,152	$ 2,453,643	$ 4,968,801	$ -

Credit risk

Credit risk is the risk of loss associated with the counterparty's inability to fulfill its payment obligations. Financial instruments that would potentially subject the Company to concentrations of credit risks consist principally of cash and accounts receivable. All of the Company's cash was held at three financial institutions as at July 31, 2025, all of which are Canadian Chartered Banks.

Trade accounts receivable and other receivable

(i)

For accounts receivable, the Company does not hold any collateral as security but mitigates this risk by dealing only with what management believes to be financially sound counterparties. As at July 31, 2025, approximately 95% of the accounts receivable balances were with four parties. The Company has a credit concentration risk as it deals with counterparties that are in the licensed cannabis industry. For domestic sales, the Company's expected credit loss allowance with domestic counterparties is determined based on 1% of not past due amounts, 5% for 1-30 days, 10% for 31- 60 days, 25% for 61 to 90 days and 50% to 100% for greater than 90 days, as the majority of the sales transactions are with provincial liquor and cannibis boards with limited creditworthiness concerns. For international counterparties, the Company considers the underlying contract payment terms, creditworthiness and other factors including macroeconomic conditions that potentially impact expected future credit losses.

(ii) The Company`s aging of trade receivables was as follows:

	July 31, 2025	July 31, 2024
Trade accounts receivable		
Not past due	$ 1,354,776	$ 1,977,925
1-30 days	94,301	24,399
31-90 days	588	621
90+ days	-	20,446
Total gross carrying amount	1,449,665	2,023,391
Loss allowance	(18,131)	(38,789)
Total carrying amount	$ 1,431,534	$ 1,984,602

Reconciliation of the loss allowance

The following table shows a reconciliation of the opening to the closing balance of the loss allowance by the class of financial instrument. All classes of financial instruments shown are assessed for impairment in the current year using the simplified approach permitted under IFRS 9, whereby the loss allowance is always measured at an amount equal to lifetime expected credit losses.

	July 31, 2025	July 31, 2024
Loss allowance		
Balance, beginning of the period	$ 38,789	$ 548,274
Increase in loss allowance for the period	(20,657)	17,335
Written off during the period	-	(526,820)
Balance, end of the period	$ 18,132	$ 38,789

(iii) The trade accounts receivable and other receivables include the following categories:

	July 31, 2025	July 31, 2024
Trades receivables, net (Note 23(b)(i))	$ 1,431,534	$ 1,984,602
Other receivables	12,727	74,788
	$ 1,444,261	$ 2,059,390

Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate as a result of changes in market interest rates. The Company is exposed to interest rate risk through its long-term debt (Note 15). A 1% increase to the interest rate would have an approximate impact on pre-tax earnings of $40,772 for the year ended July 31, 2025.

24. Capital management

The Company's capital management objectives are:

- To safeguard the Company's ability to continue as going concern;
- To meet its capital expenditures for its continued operations;
- To maintain a flexible capital structure which optimizes the cost of capital within a framework of acceptable risk.

In the management of capital, the Company includes share capital and net debt (defined as current assets and amounts due from related parties less current liabilities and any long-term debt). At July 31, 2025, the Company had net debt of $1,146,648 (July 31, 2024 - $3,414,353).

The Company manages the capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may issue new shares, issue new debt, or acquire or dispose of assets.

Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Company, is reasonable.

25. Per share amounts

	Years ended July 31, 2025	July 31, 2024
Weighted average number of common shares		
Basic	138,256,380	138,275,055
Diluted -in -the-money warrants and share options	138,256,380	138,275,055

26. Financing costs

	Years ended July 31, 2025	July 31, 2024
Interest on long-term debt	$ 269,708	$ 308,893
Accretion on convertible debentures	223,613	-
Accretion on lease liabilities	112,616	162,121
Accretion on long-term debt	32,265	38,832
	$ 638,202	$ 509,846

27. Changes in non-cash working capital

	Years ended July 31, 2025	July 31, 2024
Operating activities		
Trade accounts receivable and other receivables	$ 615,129	$ (63,854)
Inventory	(2,223,207)	(3,422,829)
Prepaid expenses	(275,988)	(137,098)
Trade accounts payable and accrued liabilities	(1,637,780)	2,305,879
Income tax	(79,730)	(100,979)
Goods and services tax payable	(299,497)	145,781
	$ (3,901,073)	$ (1,273,100)

28. Segmented information

For management purposes, the Company is organized into operating segments based on its products, services, locations and distribution methods. Four operating segments have been identified. These segments have been aggregated into three reportable segments: cultivation and wholesale, retail and extract. The cultivation and wholesale segment, which cultivates and distributes cannabis and cannabis products to and through, provincial liquor and cannabis boards which is subsequently sold onto end consumers. Retail segment involves sale of cannabis and cannabis related products to end consumers on premise owned and operated by the Company. Effective December 1, 2023, the Company sold its retail operations. Extract segment provides cannabinoid extraction services for the Company and also, to other licensed producers. Gross revenue earned includes excise taxes, which the Company pays as principal, but excludes duties and taxes collected on behalf of third parties. Net revenue is gross revenue less excise taxes. Excise taxes are effectively a production tax which becomes payable when the product is removed from the Company's premises and may or may not be directly related to the revenue depending on the province of sale. It is generally not included as a separate item on external invoices; increases in excise tax are not always passed on to the customer and where a customer fails to pay for product received the Company cannot reclaim the excise tax. The Company therefore recognizes excise tax, unless it regards itself as an agent of the regulatory authorities, as a cost and reduction to revenue for the Company. Therefore, excise duty as reduction to revenue is treated as production tax and presented as a reduction of gross revenue generated from the "Cultivation and wholesale", and "Extract" segments. Under the Excise Tax Act, the Company is required to maintain a security deposit of approximately $900,000 (July 31, 2024 - $900,000) pending finalization of the amount due and the repayment terms with the tax authorities that remains outstanding as of date of approval of these Financial Statements. Refer to note 29 - Commitments and contingincies

Management monitors the results of its operating segments separately for making decisions about resource allocation and performance assessment. Segment performance is evaluated on a number of measures, the most significant being profit and loss, which is measured consistently with the definition of profit and loss in the Consolidated Financial Statements. Transfer prices between operating segments are on an arm's length basis in a manner similar to transactions with third parties. For segment information presentation purposes, the change to fair value on biological assets and realized fair value on finished goods sold (See Note 6) are usually included in "Extract" segment as to date the Company used its own harvested cultivations (harvested cannabis inventory) substantially in the extract process. Although the "Retail" segment does not constitute a reportable segment based on the quantitative thresholds as established under IFRS, this segment is presented below as deemed informative for illustrating the nature of operations during the periods presented in these Financial Statements.

Operating assets and liabilities are managed on a corporate basis. General and administrative expenses, current taxes, deferred taxes and capital expenditures are not allocated to segments as they are also managed on a corporate basis. Inter-segment revenues are eliminated on consolidation and are reflected in the "eliminations" column. All other adjustments and eliminations are part of a detailed reconciliation presented below.

Below is a summary of results by reportable segments for the years ended July 31, 2025 and 2024.

For the year ended July 31, 2025	Cultivation and wholesale	Retail	Extract	Eliminations	Consolidated
Gross revenue (external customers)	$ 5,555,656	$ -	$ 24,975,203	$ -	$ 30,530,859
Excise duty	2,579,522	-	11,049,926	-	13,629,448
Net revenue (external customers)	2,976,134	-	13,925,277	-	16,901,411
Cost of sales	2,286,327	-	7,231,276	-	9,517,603
Gross profit	689,807	-	6,694,001	-	7,383,808
General and administrative					5,999,330
Marketing and selling expenses					550,716
Depreciation and amortization					379,571
Share-based payments					-
Income from operations					454,191
Financing costs					(638,202)
Other income (expenses)					(537,874)
Net income before taxes					(721,885)
Income tax expense - current income tax					113,319
Net income and comprehensive income					$ (835,204)

For the year ended July 31, 2024 (As Restated)	Cultivation and wholesale	Retail	Extract	Eliminations	Consolidated
Gross revenue (external customers)	$ 5,958,118	$ 152,530	$ 24,298,434	$ -	$ 30,409,082
Excise duty	2,755,650	-	9,698,755	-	12,454,405
Net revenue (external customers)	3,202,468	152,530	14,599,679	-	17,954,677
Cost of sales	2,481,415	157,491	6,494,428	-	9,133,334
Gross profit	721,053	(4,961)	8,105,251	-	8,821,343
General and administrative					6,601,984
Marketing and selling expenses					706,332
Depreciation and amortization					536,486
Share-based payments					142,757
Income from operations					833,784
Financing costs					(509,846)
Other income (expenses)					(326,523)
Net loss before taxes					(2,585)
Income tax expense - current income tax					81,480
Net loss and comprehensive loss					$ (84,065)

29. Commitments and contingencies

The Company and Simply Solventless Concentrates Ltd. ("SSC") entered into a definitive arrangement agreement dated March 11, 2025 (the "Arrangement Agreement"), pursuant to which SSC will acquire all the issued and outstanding shares of the Company in consideration for the issuance of SSC Shares on the basis of the Exchange Ratio as defined in the Arrangement Agreement (the "Transaction"). On April 28, 2025, CanadaBis terminated the Arrangement Agreement with SSC due to an "SCC Material Adverse Change" under the terms of the Arrangement Agreement. The Company does not anticipate additional costs associated with the termination.

Under the Excise Act, 2001, holders of a cannabis licence are required to provide and maintain a security deposit with the Canada Revenue Agency as a condition of being authorized to produce, package, and sell cannabis products. This security deposit functions as collateral to ensure the timely remittance of excise duties and may be applied by the tax authority against any unpaid amounts. As at July 31, 2025, the required security deposit is approximately $900,000 (July 31, 2024, $900,000), subject to final confirmation by the Canada Revenue Agency as part of the ongoing determination of excise amounts owing and the related repayment arrangements. At the reporting date, the Company had posted security totaling $350,080. The Company is currently making monthly payments of $37,500 toward this obligation. This requirement is a statutory licensing condition and does not constitute a financial liability under IFRS.

30. Subsequent events

Subsequent to July 31, 2025, the Company obtained a waiver from Connect First Credit Union in respect of non-compliance with certain financial covenants under its credit facility as at July 31, 2025. The waiver confirms that the Company is not in default under the credit agreement as a result of these covenant breaches and that the credit facility remains in good standing. Management continues to monitor covenant performance on an ongoing basis and is engaged in discussions with the lender regarding potential amendments to the covenant structure to better align with the Company's operating profile, seasonality and growth plans. There were no other subsequent events requiring adjustment to or disclosure in these Financial Statements.

This is Exhibit "O" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.



Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2024

CANADABIS CAPITAL INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

(Expressed in Canadian dollars)

As at			**January 31, 2026**
ASSETS			
Current assets			
	Cash and cash equivalents	$	869,315
1200	Accounts Receivable - Trade	$	973,327
1205	Accounts Receivable - ECL	$	(17,538)
1220	Loan Receivables	$	2,347
	Trade accounts receivable and other receivables		958,136
	Goods and services tax receivable		-
1301	Prepaid Expenses	$	207,258
1302	Deposits	$	858,780
	Prepaid expenses		1,066,038
	Biological assets (Note 7)		48,698
	Inventory (Note 8)		11,943,873
			14,886,060
Long-term deposit (Note X)			-
Property, plant and equipment (Note 10)			9,436,302
Intangible assets (Note X)			-
Due from related parties (Note X)			-
		$	24,322,362
LIABILITIES			
Current liabilities			
	Demand line of credit (Note 12(ii))	$	641,798
2100	Accounts Payable	$	1,286,503
2300	Accruals	$	(91,873)
2301	Convertible Debenture - Accrued interest payable	$	36,481
2505	Excise Taxes Payable	$	7,254,869
2615	Deposits Received - Totes	$	5,000
	Trade accounts payable and accrued liabilities (Note 9)		8,490,980
	Deferred revenue (Note X)		-
	Goods and services tax payable		45,103
	Income tax payable		16,059
	Due to related parties (Note 18)		1,839,570
	Current portion of lease obligations (Note 11)		**331,674**
	Current portion of long-term debt (Note 12)		**619,462**
			11,984,646
Deferred income liability (Note 12(i))			-
2401	Lease obligations - payments	$	(1,908,098)
2402	Lease obligations - interest	$	492,372
2403	Lease obligation -Luna	$	629,249
2405	Lease Obligation - Cube Van	$	69,861
2406	Lease Obligation - Pre-roll machine ER	$	386,296
2407	Lease Obligation - PreRoll - Ca	$	773,220
Lease obligations (Note 11)			111,227
2704	RRRF COVID Relief	$	-
2705	RBC Loan	$	37,737
2708	Mortgage - Fixed Loan	$	3,579,638
2713	Ford Credit - 2025 FORD F-350	$	121,735
Long-term debt (Notes 12)			3,119,649
Convertible debenture (Note 13)	Disclosed in affidavit at face value ($4.035m + accured interest)		2,490,173
			17,705,695
SHAREHOLDERS' EQUITY			
Share capital (Note 15)			16,851,022
Warrants (Note 17)			138,250
Share-based payments reserve (Note 16)			3,125,605
Equity component of convertible debentures (Note 13)			1,209,056
Deficit			(14,800,455)
Total equity attributed to own shareholders			6,523,478
Non-controlling interest (Note 14)			93,186
			6,616,664
		$	24,322,359

This is Exhibit "P" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

ConnectFirst Credit Union

DIVISIONS

Mountain View Financial
First Calgary Financial
Chinook Financial
Legacy Financial

2720, 700 – 9th Ave SW
Calgary, AB T2P 3V4

Writer's Direct Line: 587-578-4650
E-Mail: kevans@firstcalgary.com

April 19, 2021

CanadaBis Capital Inc.
255C Clearview Drive
Red Deer, Alberta T4E 3B6

Attention: Mr. Travis McIntyre

Dear Sir:

RE: COMMITMENT LETTER

Connect First Credit Union Ltd. (hereinafter called the "Credit Union") is pleased to advise that the following credit facilities have been approved on the terms and conditions set forth below. If you agree with these terms and conditions please sign the duplicate copy of this letter under the heading "Acceptance" and return same to the writer's attention.

Borrower: CanadaBis Capital Inc.

Corporate Guarantor(s): Stigma Pharmaceuticals Inc.
Full Spectrum Labs Ltd.
Goldstream Cannabis Ltd.
1998643 Alberta Ltd.
2103157 Alberta Ltd.

Credit Facility 1: Commercial Mortgage Loan

Amount of Loan: $8,850,000.00 available as follows:

Tranche 1 - $7,210,000.00, subject to conditions of credit (a)

Tranche 2 - $1,640,000.00, subject to conditions of credit (a)

Purpose: Refinance debt, providing equity repatriation for working capital purposes

Interest Rate: The interest rate is a fixed rate of 4.35% per annum, calculated daily, payable monthly in arrears (the "Mortgage Interest Rate")

Term: 5 Years from the Interest Adjustment Date

Amortization: 10 Years from the Interest Adjustment Date

Repayment:

Interest calculated at the Mortgage Interest Rate shall accrue from the date of the advance and be paid on the fifth day of the month following the date of advance (the "Interest Adjustment Date"). Thereafter on the fifth day of each month, during the term, the payment outlined below on account of principal and interest shall be due and payable.

Term	Payment Amount
5 year closed	$91,081.43

Prepayment:

The Borrower when not in default under this Credit Facility, shall have the following privileges:

a) In any calendar year, the Borrower shall have the privilege of prepaying additional amounts of principal under the Credit Facility without notice or bonus provided that the aggregate amount thereof in such calendar year does not exceed 20% of the Original Principal amount of this Credit Facility (the "Annual Prepayment"). The Annual Prepayment is not cumulative.

b) The Borrower shall have the privilege, once in any calendar year, of increasing the amount of the monthly payment by not more than 20% of the amount of the monthly payment then payable under the Credit Facility (the "Increase Privilege"). The Increase Privilege is not cumulative.

In the event the Borrower has exercised the "Increase Privilege" contained in this Credit Facility, then the Borrower shall, once in any calendar year, have the privilege of decreasing the amount of the then monthly payment payable under the Credit Facility to an amount which is not less than the amount of monthly payment payable at the beginning of the current term. For purposes hereof "current term" means the term of the Credit Facility in the event there has been no extension or renewal of such term, and if such term has been extended or renewed then it means the extended or renewed term commencing on the first day of the extended or renewed term.

c) The Borrower shall have the privilege of prepaying the entire balance outstanding under this Credit Facility (the "Full Payout Privilege") upon payment of a bonus equal to the greater of (i) an additional three (3) months' interest on the outstanding Principal Amount of the Credit Facility at the interest rate then payable under the Credit Facility, and (ii) an amount in compensation for loss of interest, if any, where the interest rate then payable under this Credit Facility is greater than the Credit Union's current interest rate for reinvestment for the remainder of the term of this Credit Facility. The current interest rate for reinvestment is the Credit Union's stated rate in effect on the date the Full Payout Privilege payment is made for new loans of a similar kind offered for a term not greater than (i) the remainder of the current term of the Credit Facility, and (ii) the next shorter term offered, provided that where the remainder of the term of the Credit Facility is less than the next shorter term offered, the Credit Union's stated rate for the next shorter term shall apply. The bonus payable hereunder shall be calculated by the Credit Union and, in the absence of an obvious error, shall be conclusive.

d) For better certainty, the bonus payable in respect of the Full Payout Privilege shall be calculated on the aggregate principal amount of the Full Payout Privilege payment irrespective as to whether or not the Borrower has or has not made or is entitled or not entitled to make an Annual Prepayment in respect of the calendar year in which the Full Payout Privilege payment is made.

Review Date:

The next annual review date has been established as of December 31, 2021 but may be changed at the discretion of the Credit Union.

Credit Facility 2: Authorized Overdraft (AOD)

Amount: Up to a maximum of $750,000.00

Purpose: Working capital AOD to assist day to day operating requirements

Interest Rate:

The committed rate in respect of the AOD is the Credit Union's Prime Lending Rate plus 1.00% per annum, calculated daily, payable monthly in arrears. The Credit Union's Prime Lending Rate means the annual rate of interest announced from time to time by the Credit Union. As of the date hereof the Credit Union's Prime Lending Rate is 2.45% per annum.

Repayment:

Payable on demand but until demand, interest only is payable monthly in arrears on the first day of each month.

Review Date:

The next annual review date has been established as of December 31, 2021 but may be changed at the discretion of the Credit Union.

Non-refundable Application Fee:

$25,000.00 *(Received)*

Late Financial Reporting Fee:

$250.00 per occurrence

Annual Review Fee:

$2,500.00

Renewal Fee of Credit Facility 1:

0.25% of the principal balance outstanding at renewal

Prepaid Legal Fees:

The Borrower will be responsible for direct payment of the Credit Union's and Borrower's own lawyer's fees, disbursements and GST for this transaction.

Financial Covenants:

a) The Borrower shall at all times maintain a Debt Service Coverage Ratio of not less than 1.40:1 to be tested annually.

Debt Service Coverage Ratio is defined as net operating income for the current year, plus interest paid during the year, plus depreciation / amortization expensed during the year, less dividends declared or shareholder loan repayments, Less related party debt repayment and/or investment in related parties, divided by the sum of all principal and interest paid by the Borrower within the same period on all the Credit Union and third party loans.

b) The Borrower shall at all times maintain a **Debt to Equity Ratio** of not greater than 1.00:1.00 to be tested annually.

Debt to Equity Ratio is defined as the Borrower's total liabilities, as defined by Accounting Standards for Private Enterprises ("ASPE") / International Financial Reporting Standards ("IFRS"), including the redemption value of any preferred shares not formally postponed to the Credit Union, excluding shareholder loans formally postponed and assigned to the Credit Union, divided by the Borrower's total equity, as defined by ASPE / IFRS, plus shareholder loans formally postponed and assigned to the Credit Union. At the discretion of the Credit Union adjustments to total equity may be made for items such as intangibles and appraisal surplus.

c) The Borrower shall at all times maintain a **Current Ratio** of not less than 1.25:1 to be tested Monthly

Current Ratio is defined as the Borrower's current assets, as defined by Accounting Standards for Private Enterprises ("ASPE") / International Financial Reporting Standards ("IFRS"), divided by the Borrower's current liabilities, as defined by ASPE / IFRS.

Financial Reporting Requirements:

Monthly:

a) In-house financial statements (balance sheet and income and expensestatement) as at month end, by the 20th day of the following month;

b) Aged list of accounts receivable as at month end, by the 20th day of the following month;

c) Aged list of accounts payable as at month end, by the 20th day of the following month;

d) List of inventory as at month end, by the 20th day of the following month;

e) Monthly management commentary on Borrower's performance as it relates to financial projections.

Annually:

Within 120 days of the Borrower's fiscal year-end, the Borrower will provide the following:

a) Audited, accountant prepared financial statements of the Borrower;

b) Status of any and all Health Canada Licenses (the "Licenses").

Authorization is provided to the Credit Union to contact the Accounting firm of the Borrower and Guarantor(s) to obtain copies of all financial statements and to answer questions relating to same.

Pre-disbursement Conditions:

The Credit Union's obligation to advance and/or establish the credit facilities is conditional upon receipt by the Credit Union of the following, all in form and substance satisfactory to it.

a) Completion and, where applicable, registration of all security required to be provided hereunder;

b) Membership with the Credit Union;

c) Receipt of a satisfactory phase 1 environmental site assessment of 124 Leva Avenue, Red Deer County, Alberta prepared by an environmental consultant acceptable to the Credit Union. The report is to be addressed to the Credit Union or one of its Divisions or be accompanied by a transmittal letter authorizing the Credit Union or one of its Divisions to rely on the report for mortgage lending purposes.

Conditions of Credit:

a) credit facility 1 is to be set up with a 2-tranche availability, as per below:
   i. Tranche 1 i/a/o $7,210,000 to be advanced upon completion of all pre-disbursement conditions and registration of security; $274,449.00 will be held back from the advance of Tranche 1 and placed into a GIC with the Credit Union until builder's lien, registered at Land Title's Office in favor of Eagle Builders, is discharged.
   ii. Tranche 2 i/a/o $1,640,000 to be advanced upon receipt of completed 2021-year end audited financial statements; to be reviewed to ensure all financial covenants/benchmarks have been met/exceeded and subsequently approved by the Credit Union's credit department

b) No related party pay-downs to be completed without prior approval by the Credit Union (as per conditions #1 (ii) above);

c) The Borrower to be and remain the sole legal and beneficial owner of the Licenses;

d) The Borrower shall not take any action, or fail to perform the necessary action, to impede, jeopardize or otherwise place any risk on their ability to renew or maintain: (i) the Licenses; or (ii) any material licenses, permits or approvals required to operate the Borrower's business, all of which would reasonably be expected to have a material adverse effect;

e) The Borrower shall with due diligence and in a reasonable manner, enforce the rights granted to it under and in connection with the Licenses, and without limiting the foregoing, the Borrower shall consistently apply the same yield improvement initiatives to the product produced in the new cannabis facility as across the Borrower's other grow operations. The Borrower shall further ensure on a best effort's basis that the appropriate yield improvement initiatives, as well as all other applicable growing techniques and growing capacity, are in place to maximize the Borrower's production and that may positively influence growing capacity of cannabis on the new cannabis facility;

f) The Borrower shall not dispose of or abandon any right, title or interest in the Licenses; and

g) The Borrower shall apply for and obtain each future license on or before such time as it shall be required by applicable law and provide evidence of any applications and/or future licenses to the Credit Union if requested.

Other Conditions:

a) Reasonable out of pocket expenses to be paid by Borrower (e.g. legal fees, appraisal fees, interim inspection fees and Land Title searches). Expenses to be discussed between Borrower and the Credit Union, prior to undertaking;

b) Implementation and continuation the credit facilities is subject to periodic review, at least annually, by the Credit Union, and is also subject to no material adverse changes in the financial position of the Borrower;

c) Borrower and Guarantors will not further encumber the property, assets and undertaking without prior written consent by the Credit Union;

d) Notwithstanding any other provisions herein, it is hereby acknowledged and agreed that no obligations or liabilities, whether actual or contingent, of CanadaBis Capital Inc. are personally binding upon, and neither resort nor recourse shall be had to, nor shall satisfaction be sought from, the private property of any kind whatsoever (including, without limitation, any private property consisting of or arising from a distribution by CanadaBis Capital Inc. of any nature) of any of the trustees of CanadaBis Capital Inc., any registered or beneficial holder of securities (including shares) of CanadaBis Capital Inc., or any annuitant under a plan of which a holder of securities (including shares) of CanadaBis Capital Inc. acts as trustee or carrier, or any officers, employees or agents of CanadaBis Capital Inc., and it is hereby further acknowledged and agreed that all obligations and liabilities of CanadaBis Capital Inc., shall be satisfied only out of and recourse shall limited exclusively to the property and assets of CanadaBis Capital Inc.

Events of Default

In addition to the Events of Default set out in Schedule "A" attached hereto if one of the following Events of Default occurs, the Credit Union may, at its option, declare the unpaid principal amount of the advanced and accrued interest thereon, to be immediately due and payable and the Borrower shall forthwith pay all such amounts owing; the Security shall be come enforceable by the Credit Union and the obligation for any further credit advances shall cease, when:

a) The Borrower fails to make any payment of interest or principal when due;

b) There is a breach by the Borrower or any Guarantor of any terms or conditions contained in the Commitment Letter or any of the Security;

c) There is a change in applicable laws which fundamentally changes the nature of the Borrower's business and would reasonably be expected to have a material adverse effect;

d) There is any action, or failure to take the necessary action, which impedes, jeopardizes or otherwise places any risk to maintain the Borrower's Licenses or other material licenses, permits or approvals required to operate the Borrower's business and would reasonably be expected to have a material adverse effect;

e) A Guarantor purports to terminate or terminates its liability under its guarantee or its liability with respect to any future advances under this Commitment Letter;

f) Any governmental authority shall take any action to condemn, seize or appropriate any material property of the Borrower or any Guarantor unless such governmental authority has paid a fair and reasonable expropriation amount;

g) An Act respecting cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts, S.C. 2018, c. 16 (as amended from time to time), is repealed; or

h) Revocation of any material license, permit or approval from any governmental authority with respect to the Borrower's business which would reasonably be expected to have a material adverse effect.

The Credit Union will provide the Borrower a 30-day cure period to rectify the above-mentioned events, with reasonable notice, before the events of default are enforced.

Syndication:

The Borrower and the Guarantors hereby acknowledge that the Credit Union is entitled to syndicate any portion of the proposed credit facilities to third parties without notice. The Borrower and Guarantors further acknowledge that should the Credit Union decide to syndicate any portion of the credit facilities that they will be required to provide information respecting the Borrower and the Guarantors, if any, to any potential syndication partner, providing that any such potential syndication partner agree to maintain such information in confidence. In the event of any syndication of the credit facilities, the Credit Union shall be the sole administrator of the credit facilities and will hold all Security exclusively in its own name. Notwithstanding the foregoing, any syndication partner will be entitled to all information in the possession of the Credit Union from time to time with respect to the credit facilities.

Renewal of Loan Beyond Maturity Date:

In the event that the Borrower fails to repay the outstanding principal and interest balance of the credit facilities on the maturity date, or fails to accept a renewal offer tendered by the Credit Union within the reasonable time period permitted by the Credit Union's offer to renew (where such failure to repay or renew, as aforesaid, is not attributable to the Credit Union), and provided that there are no arrears in principal and interest under the loan, then the Credit Union may, at its sole option, extend the term of a loan for such period from the expiry date to be determined by the Credit Union in its sole discretion. In such case, the loan from the date of this extension (and not for any period before) shall bear interest both before and after this new maturity at an interest rate being the greater of the contractual rate of interest or a rate equivalent to the Credit Union's Prime Rate plus Five (5%) percent per annum, as it may vary and be determined as provided below. This interest rate shall be determined by the Credit Union on the first Banking Day of the month in which the term of the loan expires and thereafter on the first Banking Day of each month until full repayment of the loan in principal, interest, costs and accessories. Unpaid interest accrued on the principal also bears interest at the same rate.

This interest shall be calculated daily and payable monthly. In the event that the renewal or repayment of the Credit Union's monies owing has not been finalized within the extension period, then there shall be no further extensions and the Credit Union will be at liberty to exercise any remedies available to it under the loan and the Security.

For the purposes of this clause, the Credit Union's Prime Rate is defined as the annual rate of interest announced from time to time by the Credit Union as being a reference rate then in effect for determining interest rates on Canadian dollar commercial loans.

For the purposes of this clause, "Banking Day" is defined as a day on which the head office of the Credit Union is open for business and which is not a Saturday, Sunday or civic or statutory holiday.

When the term is extended as mentioned above, the balance of the loan of principal and interest, as well as unpaid costs and accessories (money owed) may be paid in full on the expiry date or at any time during the extension period, without notice or bonus. However, if not paid before, they shall be paid at expiry of the extension period.

A processing fee representing the greater of $1,000.00 or one tenth (1/10th) of one percent (1%) of the outstanding principal balance at the expiry date shall be automatically added to the principal balance if this extension period is utilized.

Security and Other Documents:

The Borrower agrees to provide to the Credit Union in form and substance satisfactory to it and its solicitors, all security and supporting agreements requested by the Credit Union including the following documentation (the "Security") which will be held by the Credit Union as security for the credit facilities and all other direct and indirect liabilities of the Borrower and the Guarantors (or any of them) to the Credit Union from time to time.

Documentation to be Obtained:

a) Membership/Account opening documents

Security to be obtained for All Credit Facilities:

a) All corporate documents, including:

- Resolution of Directors re Banking and Security,
- Officer's Certificate with constating documents attached or Notarized copies of all Certificates, Articles and By-laws, and
- Certificate of Non-restriction

b) Borrowing Resolution in the amount of $9,600,000.00

c) A General Security Agreement comprising a **first** charge security interest over all present and after acquired personal property, to be registered at Alberta, British Columbia, Saskatchewan, and Ontario Personal Property Registries

d) Unlimited Guarantee and Postponement of Claim granted by Full Spectrum Labs Ltd. (including Guarantee Certificate with Section 45, other supporting documents), ***supported by:***

- A General Security Agreement comprising a **first** charge security interest over all present and after acquired personal property, to be registered at Alberta Personal Property Registry

e) Unlimited Guarantee and Postponement of Claim granted by Goldstream Cannabis Inc. (including Guarantee Certificate with Section 45, other supporting documents), ***supported by:***

- A General Security Agreement comprising a **first** charge security interest over all present and after acquired personal property, to be registered at Alberta Personal Property Registry

f) Account Set off Agreement over GIC in the amount of $274,449.00

h) Assignment and Postponement of all related party debt in the amount of $1,640,000.00 to be signed by all relative parties, acknowledged by Borrower and to be registered at Alberta Personal Property Registry

i) Direction and Authority to Pay

j) An Opinion of Counsel to the Borrower and the corporate guarantors in such form as the Credit Union shall require

k) A Satisfactory Opinion of Counsel to the Credit Union in a form satisfactory to it

l) Such other supporting documentation as the Credit Union or its solicitors, in the course of finalization, may determine as necessary for the protection of the advances

Security to be Obtained for Credit Facility 1:

a) Loan and Security Agreement in the amount of $8,850,000.00

b) Unlimited Guarantee and Postponement of Claim granted by 1998643 Alberta Ltd. (including Guarantee Certificate with Section 45, other supporting documents), ***supported by:***

- A First Charge Demand Collateral Mortgage in the amount of $8,850,000.00, over the property which is municipally described as:

  255C Clearview Drive, Red Deer County, AB
  and legally described as:
  Plan 0820855, Block 1, Lot 17
  (hereinafter referred to as "Property 1")

  Although the Credit Union's mortgage will be registered at 15.00% the Credit Union is only entitled to interest at the committed rate

- A First Assignment of All Rents and Leases

- A General Security Agreement comprising a first charge security interest over all present and after-acquired personal property located at or on or related to the Property 1, registered at Alberta Personal Property Registry

c) Unlimited Guarantee and Postponement of Claim granted by Stigma Pharmaceuticals Inc. (including Guarantee Certificate with Section 45, other supporting documents), ***supported by:***

- A General Security Agreement comprising a **first** charge security interest over all present and after acquired personal property, to be registered at Alberta Personal Property Registry

d) Environmental Indemnity Agreement in an unlimited amount from the Borrower and Guarantors

e) The Credit Union's Master form Title Insurance Policy to be obtained through First Canadian Title or Chicago Title; *(To include Super Priority Lien Endorsement)*

f) Evidence of General Liability Insurance in a minimum amount of $5,000,000.00, showing the Credit Union as additional insured, and assignment of adequate all risk insurance over Property 1, showing the Credit Union as first loss payee via Standard Mortgage Endorsement Clause as follows:

Building	Replacement Cost
Business Interruption/Rental Loss	Actual Loss Sustained

Insurance Certificate will be reviewed by the Credit Union approved Insurance Consultant. Insurance Review fee will be deducted from initial loan advance.

Security to be Obtained for Credit Facility 2:

a) Overdraft Protection Agreement in the amount of $750,000.00

b) Unlimited Guarantee and Postponement of Claim granted by 2103157 Alberta Ltd. (including Guarantee Certificate with Section 45, other supporting documents), ***supported by:***

- A First Charge Demand Collateral Mortgage in the amount of $750,000.00, over the property which is municipally described as:

  124 Leva Avenue, Red Deer County, AB
  and legally described as:
  Plan 1421970, Block 8, Lot 5
  (hereinafter referred to as "Property 2" and together with Property I, collectively, the "Properties")

  Although the Credit Union's mortgage will be registered at 15.00% the Credit Union is only entitled to interest at the committed rate

- A First Assignment of All Rents and Leases

- A General Security Agreement comprising a first charge security interest over all present and after-acquired personal property located at or on or related to the Property 2, registered at Alberta Personal Property Registry

c) Environmental Indemnity Agreement in an unlimited amount from the Borrower and Guarantors

d) The Credit Union's Master form Title Insurance Policy to be obtained through First Canadian Title or Chicago Title; *(To include Super Priority Lien Endorsement)*

e) Evidence of General Liability Insurance in a minimum amount of $5,000,000.00, showing the Credit Union as additional insured, and assignment of adequate all risk insurance over Property 2, showing the Credit Union as first loss payee via Standard Mortgage Endorsement Clause as follows:

Building	Replacement Cost

Business Interruption/Rental Loss	Actual Loss Sustained

Insurance Certificate will be reviewed by the Credit Union approved Insurance Consultant. Insurance Review fee will be deducted from initial loan advance.

All the above documentation will be prepared by the Credit Union's solicitors. The Credit Union's solicitor in this transaction is:

Glen T. Peterson
Dentons
Partner

+1 403 268 7058 Work
glen.peterson@dentons.com
850 - 2nd Street SW 15th Floor, Bankers ...
Calgary Alberta T2P 0R8
Canada
https://www.dentons.com

The Borrower's solicitors in this transaction is:

Nicole Bacsalmasi
Dentons
Partner

+1 403 268 6854 Work
nicole.bacsalmasi@dentons.com
850 - 2nd Street SW 15th Floor, Bankers ...
Calgary Alberta T2P 0R8
Canada
https://www.dentons.com

Your acceptance of this letter will constitute authority for the Credit Union to instruct its solicitors to prepare the necessary documentation

Commitment Expiry Date:

In the event initial advance of Credit Facility 1 does not take place by October 31, 2021, this commitment expires.

Additional Terms and Conditions:

The attached Schedule "A" outlines additional terms and conditions that form part of this Commitment Letter.

The terms of this Commitment Letter are open for acceptance by the Borrower and the Guarantors executing the duplicate copy of this letter where indicated below and returning it to our office at #2720, 700 – 9th Avenue, S.W., Calgary, Alberta, T2P 3V4, on or before 3:00 p.m. on **May 27, 2021**, after which date and time, this offer shall lapse if it is not accepted.

This Commitment Letter and any amendments, renewals or replacements thereof may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed in original, faxed or electronic PDF format and the parties adopt any signatures received by a receiving fax machine or electronic transmission as original signatures of the parties.

We wish to thank you for allowing the Credit Union the opportunity of being of assistance to you.

Yours truly,

CONNECT FIRST CREDIT UNION LTD.

Krista Evans, Account Manager
Corporate & Commercial Banking

Encs.

ACCEPTANCE

We hereby **accept and agree** to the credit facilities on the terms and conditions outlined by the Commitment Letter dated April 19, 2021, 2021 on this 05 day of July, 2021.

CanadaBis Capital Inc. – ***Borrower***

Per: _____

(Affix Corporate Seal)

Per: _____

Stigma Pharmaceuticals Inc. – ***Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

Full Spectrum Labs Ltd. – ***Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

Goldstream Cannabis Inc. – ***Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

1998643 Alberta Ltd. – ***Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

2103157 Alberta Ltd. – ***Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

SCHEDULE "A"
ADDITIONAL TERMS AND CONDITIONS

Representations and Warranties:

Each of the Borrower and the Guarantors, to the extent applicable, represents and warrants to the Credit Union that:

a. It is a corporation validly incorporated and subsisting under the laws of the jurisdictions where it has been incorporated, and that it is duly registered or qualified to carry on business in all jurisdictions where the character of the properties owned by it or the nature of its business transacted make such registration or qualification necessary;

b. The execution and delivery of this Commitment Letter and of the Security has or will have been duly authorized by all necessary actions and does not:
   i) violate any law or any provisions of its charter,
   ii) result in a breach of, a default under, or the creation of any encumbrance on its properties or assets under any agreement or instrument to which it or any of its properties and assets may be bound or affected, and
   iii) require any regulatory approval which has not been obtained;

c. No event has occurred which is or which, with the giving notice, lapse of time or other condition, would constitute an event having material adverse effect on its financial condition under or in respect of any agreement, undertaking, or instrument to which it is a party or to which it or any of its properties or assets may be subject.

Events of Default:

It is an event of default ("Event of Default") if any one or more of the following events has occurred and is continuing:

a. The non-payment, when due, of principal, interest or any other amount due under this Commitment Letter;

b. The breach by the Borrower or any Guarantors under any provision of this Commitment Letter or any other agreement with the Credit Union;

c. The default by the Borrower or any Guarantors under any obligation to repay borrowed money other than amounts due under this Commitment Letter, or in the performance or observance of any agreement or condition in respect of such borrowed money as a result of which the maturity of such obligation is accelerated or may be accelerated;

d. If any representation or warranty made herein shall be false or inaccurate in any adverse respect;

e. If in the opinion of the Credit Union, acting reasonably, there is:

i) A material adverse change in, or a material adverse effect upon, the financial condition, operations, assets, business, properties or prospects of the Borrower or any Guarantors

ii) A material impairment of the ability of the Borrower or any Guarantors to perform any of their obligations under any of the Security, or

iii) A material adverse effect upon any substantial portion of the assets or the Properties subject to the Security in favor of the Credit Union or upon the legality, validity, binding effect, rank or enforceability of any Security.

f. If an order is made or an effective resolution is passed for the winding-up of the Borrower or any Guarantors or if a petition is filed for the winding-up of the Borrower or any Guarantor;

g. If the Borrower or any Guarantor becomes insolvent, or makes an assignment or bulk sale of its assets, or if a petition in bankruptcy is filed or presented against the Borrower or any Guarantor;

h. If any proceeding with respect to the Borrower or any Guarantor is commenced under the *Companies' Creditors Arrangements Act (Canada)*;

i. If any execution, sequestration, writ of enforcement or any other process of any court becomes enforceable against the Borrower or any Guarantors, or if a distress or analogous process is levied upon the property of the Borrower or any Guarantors or any part thereof, provided that such execution, sequestration, writ of enforcement or other process is not in good faith being contested by any Borrower or any Guarantors, or

j. If the Borrower or any Guarantor ceases or threatens to cease to carry on its business or if the Borrower or any Guarantor commits or threatens to commit any act of bankruptcy.

Remedies in the Event of Default on Credit Facilities:

If an Event of Default occurs, the Credit Union has the right in addition to its other rights at law or in equity to require immediate payment in full of all credit facilities.

Right of Termination:

The Credit Union shall have the right to terminate this Commitment Letter and be relieved of all obligations in connection therewith in the event any of the following events should occur:

a. The Borrower or any Guarantor fails or is unable or is unwilling for any reason whatsoever to comply with any of the terms and conditions set out in this Commitment Letter within the time indicated for such compliance; or

b. The Borrower or any Guarantor fails or refuses to execute any documentation requested by our solicitors or to deliver such documentation to our solicitors; or

c. The net proceeds of the loan have not been fully advanced on or before the commitment expiry date referred to herein; or

d. The Borrower refuses to accept the funds when advanced; or

e. The Borrower or any Guarantor or any other person or corporation whose covenant is required shall become bankrupt, or subject to bankruptcy, receivership or insolvency proceedings; or

f. There has been, in the sole opinion of the Credit Union, acting reasonably, a material adverse change in the condition of the Properties or the Borrower or any Guarantor or in the actual or anticipated revenues from the Properties; or

g. Urea formaldehyde foam insulation or any construction material containing asbestos or other substance considered harmful by the Credit Union has been used or will be used in the Properties; or there is in, or on about the Properties any product or substance including, without restriction, PCBs contaminants or hazardous materials, equipment or anything which does, or is likely to, constitute an environmental hazard or contravenes any environmental law, regulation, order, decree or directive; or

h. The Borrower has not complied with all the provisions of the *Builders' Lien Act* of Alberta and amendments thereto, to our satisfaction; or

i. The Credit Union or its solicitor, acting reasonably, is not satisfied with the matters set out under the heading "Title"; or

j. All legal matters and documentation relating to the transaction has not been completed to the Credit Union's and its counsel's satisfaction.

If the Credit Union elects to terminate this Commitment Letter or the credit facilities set out therein prior to the advance of the entire amount under the credit facilities, the amount advanced under the credit facilities, if any, together with interest thereon at the rate set out herein shall become immediately due and payable and the Credit Union shall, whether or not any proceeds have been advanced, be entitled to retain the Commitment Fee as compensation for all damages sustained by it, it being agreed that the amount of such Commitment Fee is a fair estimate of the damages which will be suffered by the Credit Union in such event.

Collection, Use, Disclosure and Release of Financial and Other Information and Materials:

For the purposes of making, administering, reporting, selling or assigning in whole or in part, in connection with securitization or otherwise, and collecting the credit facilities, the following parties (collectively, "Authorized Parties") will be reviewing and examining financial and other information and materials provided to or obtained by the Credit Union concerning the credit facilities, the Borrower and the Guarantors:

a) The Credit Union and/or any holder or servicer of the credit facilities or of an interest therein from time to time and/or their respective affiliates and/or agents;

b) Rating agencies, purchasers or investors and prospective purchasers or investors;

c) Respective third party advisors of the parties listed in a) and b) above, such as lawyers, accountants, real estate brokers, investment dealers and underwriters, consultants, and appraisers; and,

d) Credit verification sources.

The Borrower and the Guarantors, acknowledge and irrevocably consent to the foregoing and irrevocably agree that, in such manner as the Authorized Parties may determine to be necessary or desirable for these purposes, the Authorized Parties may disclose, release, exchange and share such information and materials:

a) To and with any Individual(s), corporations(s) or other entities designated from time to time to hold title to the credit facilities and/or security documents as custodian(s) or agent(s);

b) To and with each other;

c) The Borrower and the Guarantors, hereby consents to the Authorized Parties conducting such credit inquires, as they may from time to time consider advisable for these purposes; and,

d) The provisions of this paragraph shall apply until all loans have been fully and completely repaid and the security documents have been discharged.

Evidence of Advances:

The Borrower and the Guarantors, agree that the Credit Union's records evidencing an advance shall be complete and final proof, absent manifest error, that funds have been advanced under any one or more of the credit facilities set forth in the Commitment Letter and may, from time to time dependent upon the type of credit facilities made available, be evidenced by other documentation such as, for example and without limitation, promissory notes, direct deposits, drafts or cheques made payable to other parties including solicitors and agents and any other means by which the Credit Union provides value to the Borrower under any one or more of the credit facilities.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the credit facilities, and interest, fees and other amounts due in connection with the credit facilities, in an account of the Borrower maintained by the Credit Union, shall constitute prima facie evidence of the Borrower's indebtedness and liability under the applicable credit facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the applicable credit facilities set out in the Commitment Letter shall not be affected by the failure of the Credit Union to make such recording. The Borrower also hereby acknowledges being indebted to the Credit Union for principal amounts shown as outstanding in the Credit Union's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to the Credit Union in accordance with the terms and conditions applicable to the credit facilities as set out in this Commitment Letter.

Automatic Debit:

The Borrower authorizes and directs the Credit Union to automatically debit payment, by mechanical, electronic, or manual means, payable by the Borrower under this Commitment Letter or by the Borrower under the Security, as defined below, including, but not limited to, the repayment of principal and the payment of interest, fees, and all charges for the keeping of the accounts of the Borrower.

Taxes:

All realty taxes and local improvement assessments are to be paid by the Borrower or its tenants to the municipality when due and you shall provide the Credit Union annually, if requested, with receipted copies of the realty tax bills for the Properties. The Credit Union may, at its sole option, require that the Borrower pays on the monthly payment date provided for herein one-twelfth of the annual realty taxes payable or estimated by the Credit Union to be payable for the forthcoming year. Any deficiency between actual and estimated taxes shall be payable to the Credit Union forthwith upon demand.

Insurance:

The Borrower will insure and keep fully insured the Properties and all tangible personal property against the following perils:

a. With respect to all buildings and other improvements now or hereafter situated on the Properties and all insurable property included within the buildings, coverage against loss or damage by fire and other insurable hazards defined in an "All Risks" insurance policy for the full replacement cost with the same/adjacent site requirement removed and with automatic vacancy permit;

b. Equipment breakdown insurance, if applicable, for the full replacement cost of the equipment and all improvements thereon or such lesser amount as shall be acceptable to the Credit Union;

c. Business interruption or rental loss insurance acceptable to the Credit Union for an indemnity period of not less than 12 months and with coverage of not less than 100% of the resulting loss or rent or other revenue received from the operation of the building;

d. Loss or damage of all personal property by fire or other insurable hazards, including theft, in an amount not less than the full replacement cost thereof, and

e. Commercial general liability insurance to an amount not less than $5,000,000 on an occurrence basis.

The policies of insurance to be maintained shall contain a stated amount co-insurance clause or not be subject to any co-insurance clauses and shall be in form and with insurers satisfactory to the Credit Union. The insurance shall include the agreement of the insurer that the policy will not be cancelled without at least thirty (30) days prior written notice of cancellation to the Credit Union. The Credit Union shall be named as the first mortgagee and loss payee subject to the standard Insurance Bureau of Canada Standard Mortgage Clause. The Credit Union will be included as an additional insured on the Commercial General Liability coverage.

The Borrower, at least ten (10) days prior to the advance of any funds, will furnish to the Credit Union or its solicitors evidence of insurance.

Title:

The Corporate Guarantor, 1998643 Alberta Ltd. is the legal owner of Property 1 and has good title in fee simple.

The Corporate Guarantor, 2103157 Alberta Ltd. is the legal owner of Property 2 and has good title in fee simple.

The Properties and all improvements thereon shall have been duly authorized and comply in all respects with all applicable laws, by-laws, government requirements, whether federal, provincial or municipal including, without restriction, those dealing with planning, zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped areas, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety and there shall be no outstanding work orders against the Properties or the improvements or any part thereof.

The Borrower shall provide such certificates or other written confirmation as the Credit Union's solicitors may reasonably require, certifying that no control orders, stop orders or prosecutions exist with respect to the Properties or any activity or operation carried out thereon pursuant to any federal, provincial, municipal or local environmental, health and safety laws, statutes and regulations as may apply to the Properties or the activities or operations carried out thereon.

Leases:

In the event a Property is leased, it shall be in accordance with the terms set out in the lease document(s) between landlord and each tenant. The Borrower will provide at the Credit Union's request, executed copies of such leases for our review which must be in a form and upon terms acceptable to the Credit Union. The Borrower will also provide to our solicitors an estoppel certificate with the written acknowledgement of each tenant as to the status of its tenancy at the time of advance of funds. At the time of advance of the funds each tenant must be in possession of the whole of its leased premises, carrying on business thereon and paying rent pursuant to the terms of the lease and the landlord and tenant shall otherwise have performed all their obligations contained in the lease.

The Credit Union may at its option require that all present and future leases of a Property be postponed by way of a registered postponement agreement in favour of the Credit Union's interest in such Property.

In the event the forgoing is required, the Credit Union agrees to execute a non disturbance agreement with a tenant, in a form acceptable to the Credit Union.

Payment of Costs:

The Borrower agrees to pay all expenses, fees and charges incurred by the Credit Union in relation to all loans and credits, the preparation and registration of all security, enforcement or preservation of any or all of the Credit Union's rights and remedies, whether or not any such documentation is completed or any funds are advanced, including but not limited to legal expenses (on a solicitor-and-its-own-client full

indemnity basis), costs of accountants, engineers, architects, consultants, appraisers and the costs of any and all searches and registrations the Credit Union or its solicitor deems either necessary or desirable.

Signs:

In the event this loan is for the purpose of providing financing for a building or other major improvements to be constructed on a Property, the Credit Union shall have the right to require a sign or signs supplied by it to be erected and maintained by you on the Property in a location acceptable to the Credit Union, which sign or signs shall indicate that the Credit Union has provided financing for the Property.

Environmental Representations:

As set out in the security documentation.

Mandatory Membership:

Membership with the Credit Union requires that every Borrower invest a minimum of $1.00 in Common Shares of the Credit Union and such ownership and membership must be maintained so long as there are any monies and obligations outstanding by the Borrower to the Credit Union.

Amendment:

Any amendment to this Commitment Letter or security documents must be in writing and signed by the Borrower, Guarantors, and the Credit Union.

Assignment:

The Borrower understands and acknowledges that, after the occurrence of an Event of Default which is continuing, the Credit Union shall have the unrestricted right to sell or assign the credit facilities or any loan thereunder, and/or the security documents (including this Commitment Letter) or any parts thereof to a third party of its choice. The Borrower consents to the disclosure by the Credit Union to any such assignee and its agents of personal information of the undersigned relating to the credit facilities, and/or the security documents (including this Commitment Letter) or any parts thereof and consents to the collection and use of such personal information by such assignee and its agents. The Borrower also consents to the collection and use of said personal information by third parties involved in the assignment or sale of the credit facilities and the further disclosure of such information to the third parties' agents and assignees and those parties' subsequent collection and use of the information, in each case, for the purpose of the ongoing management of the credit facilities.

Governing Law:

This Commitment Letter constituted by your acceptance shall be governed by the laws of the Province of Alberta.

Headings:

The headings contained in this letter are for reference only and shall not constitute any part of the terms and conditions contained herein.

Payments:

Unless otherwise directed and agreed to by the Credit Union all amounts payable by the Borrower hereunder shall be paid to the Credit Union at its Commercial Banking Office/Branch, 2720, 700 – 9th Avenue SW, Calgary, Alberta T2P 3V4, in Canadian dollars.

Successors and Assigns:

Subject to the provisions hereof, this Commitment Letter shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Severability:

Each provision of this Commitment Letter is severable and any term or provisions hereby declared to the contrary to, prohibited by, or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining terms and provisions hereof.

Conflict:

The terms and conditions of this Commitment Letter shall not be merged by and shall survive the execution, delivery and registration of any and all security documents. In the event of a conflict between the terms of this Commitment Letter and the terms of any security document, the terms of this Commitment Letter shall prevail. For clarity, the mention of a provision in either the Commitment Letter and not in the Security or vice versa shall not constitute a conflict but shall be deemed to be supplemental and in addition to any of the terms and conditions available under either the Facilities or the Security as the case may be.

Time:

Time shall in all respects be of the essence hereof.

Waiver:

No terms or requirement of this Commitment Letter or any security documents may be waived or varied orally or by any course of conduct or any officer, employee, or agent of the Credit Union. Any failure by the Credit Union to exercise any rights or remedies hereunder or under any of the Security shall not constitute a waiver thereof.

connectFirst
credit union

2720, 700 – 9th Ave SW
Calgary, AB T2P 3V4

Writer's Direct Line: (403) 736-4172
E-Mail: sneogi@connectfirstcu.com

February 15, 2022

CanadaBis Capital Inc.
255C Clearview Drive
Red Deer, Alberta T4E 3B6

Attention: Travis McIntyre

Dear Member:

RE: Amendment to Commitment Letter
Member No.: 3092393

Connect First Credit Union Ltd. (the "Credit Union") has recently completed the annual review of the Credit Facilities and is here to advise that the following amendment to the terms and conditions set out in the Commitment Letter dated April 19, 2021, and accepted July 5, 2021 (the "Commitment Letter"), has been approved.

Credit Facility 1:	**Commercial Mortgage Loan – AMENDED**
Account Number:	**723111736804**
Amount Outstanding:	$6,818,041.01 *(Principal Balance Outstanding of Tranche 1 as of February 15, 2022)*
Amount Available:	Tranche 1: Release of holdback of $274,449.00, subject to conditions of credit (a, i) Tranche 2: Funding of $1,640,000.00, subject to conditions of credit (a, ii)
Interest Rate:	Fixed rate of 4.35% per annum
Term:	53 months remaining
Amortization:	113 months remaining

Monthly Payment:	Monthly blended payments of Principal and Interest of $91,081.43 due and payable on the fifth day of the month.
Credit Facility 2:	**Authorized Overdraft (AOD) - UNCHANGED**
Account Number:	**723111660616**
Amount Authorized:	Up to a maximum of $750,000.00
Interest Rate:	Prime + 1.00% per annum *As of the date hereof the Credit Union's Prime lending rate is 2.45% per annum.*
Repayment:	Payable on demand but until demand interest only is payable monthly in arrears on the first day of each month.

Next Review Date:

The next annual review date for credit facilities has been established as of December 31, 2022, but may be changed at the discretion of the Credit Union.

All Security and other Terms and Conditions as detailed in the Commitment Letter will remain unchanged and in force with the following amendments:

Financial Covenants (AMENDED):

a) The Borrower's Debt Service Coverage Ratio shall be not less than 1.40:1, to be tested quarterly based on a Trailing Four Quarters basis using consolidated financial statements.

Covenants:

DSC before Corporate distributions >= 1.40x
DSC = [EBITDA - Unfunded Capex] ÷ Debt Service Obligations
DSC after Corporate distributions >= 1.10x
DSC = [EBITDA - Unfunded Capex - Corporate Distribution]÷ Debt Service Obligations

Definitions:

EBITDA means profit from operations on a consolidated basis for the fiscal year under review. It is calculated by deducting Selling, General and Administrative Expenses from Gross Profit before Fair Value Adjustments. For greater certainty, it excludes income taxes, depreciation, amortization, finance costs (interest expense), stock based compensation, fair value adjustments and extraordinary gains and losses.
Unfunded Capex means expenditures for Capital Goods that are required to keep the Borrower's facilities compliant with the requirements of Health Canada. They do not include expenses for normal repairs and maintenance.

Capital Goods are physical assets which are used in the cultivation and processing of cannabis for sale to consumers and the cost of which is not expensed in the year of acquisition.

Debt Service Obligations means the sum of principal and interest payments for the corresponding fiscal year paid by the Borrower on a consolidated basis on all funded indebtedness not specifically subordinated to the Credit Union.

Corporate Distributions means repayment of loans from shareholders and related parties, redemption/retraction of preferred shares, declaration of dividends, advances to shareholders and advances to and investments in related parties.

Corporate Distributions are permitted provided the Borrower remains in compliance with the covenants, i. e., after giving effect to the Corporate Distributions, DSC >= 1.10x, Debt to Equity < 1.0:1.0, and Current Ratio >= 1.25:1.0.

b) The Borrower's Debt to Equity Ratio shall be less than 1:1 to be tested quarterly using consolidated financial statements.

Debt to Equity Ratio is defined as the Borrower's Total Liabilities, as defined by Accounting Standards for Private Enterprises ("ASPE") / International Financial Reporting Standards ("IFRS"), including the redemption value of any Preferred Shares the redemption of which is not formally postponed to the Credit Union but excluding shareholder loans formally postponed divided by the borrower's Total Equity, as defined by ASPE / IFRS, plus shareholder loans formally postponed and assigned to the Credit Union. At the discretion of the Credit Union, adjustments to Total Equity may be made for items such as intangibles and appraisal surplus. Deferred tax liabilities may excluded from Total Liabilities.

Unless the issuing corporation and the holders of redeemable retractable preferred shares have formally agreed with the Credit Union that they will neither redeem nor request retraction of the shares without Credit Union's prior written consent, the full redemption value of said shares is to be included in current liabilities. Redemption or retraction may be permitted provided financial covenants are met after giving effect to the redemption or retraction.

c) The Borrower shall at all times maintain a Current Ratio of not less than 1.25:1, **to be tested quarterly** using consolidated financial statements

Current Ratio is defined as the Borrower's current assets (consolidated), as defined by Accounting Standards for Private Enterprises ("ASPE") / International Financial Reporting Standards ("IFRS"), divided by the Borrower's current liabilities, (consolidated) as defined by ASPE / IFRS. Current Liabilities may include the redemption value of redeemable, retractable preferred shares.

Financial Reporting (AMENDED):

Monthly

a) In-house financial statements (balance sheet and income and expense statement) as at month end, by the 20th day of the following month;

b) Monthly management commentary on Borrower's performance as it relates to financial projections.

Quarterly

Within 60 days following the Borrower's fiscal quarter-end:

a) Unaudited accountant prepared consolidated financial statement of the Borrower as presented to the TSX Venture exchange.

Annually

Within 120 days of the Borrower's fiscal year-end, the Borrower will provide the following:

a) Audited, Accountant Prepared financial statements of CanadaBis Capital Inc.;

b) Status of any and all Health Canada License.

Conditions of Credit: (AMENDED):

a) Credit Facility 1 is set up with a 2-tranche availability, as per below:

   i. Tranche 1 $7,210,000.00 funded July 23, 2021; holdback of $274,449.00 from the advance of Tranche 1 placed into GIC with the Credit Union until builder's lien, registered at Land Title's Office in favor of Eagle Builders, is discharged.
   ii. Tranche 2 i/a/o $1,640,000 to be advanced once the Credit Union confirms that the Borrower meets/exceeds all financial covenants, and specifically DSC minimum 1.40:1 for 2 consecutive quarters based on a Trailing Four Quarters basis using consolidated financial statements; release of the tranche to be approved by Commercial Credit.

b) No related party pay-downs to be completed without prior approval by Credit Union Commercial Credit (as per conditions a (ii) above);

c) The Borrower to be and remain the sole legal and beneficial owner of the License;

d) The Borrower shall not take any action, or fail to perform the necessary action, to impede, jeopardize or otherwise place any risk on their ability to renew or maintain: (i) the License; or (ii) any material licenses, permits or approvals required to operate the Borrower's business, all of which would reasonably be expected to have a material adverse effect;

e) The Borrower shall with due diligence and in a reasonable manner, enforce the rights granted to it under and in connection with the License, and without limiting the foregoing, the Borrower shall consistently apply the same yield improvement initiatives to the product produced in the new cannabis facility as across the Borrower's other grow operations. The Borrower shall further ensure on a best effort's basis that the appropriate yield improvement initiatives, as well as all other applicable growing techniques and growing capacity, are in place to maximize the Borrower's production and that may positively influence growing capacity of cannabis on the new cannabis facility;

f) The Borrower shall not dispose of or abandon any right, title or interest in the License; and

g) The Borrower shall apply for and obtain each future License on or before such time as it shall be required by applicable law

Annual Review Fee:

$2,500.00 will be debited from your account # 723111660616 on acceptance of this Amendment to Commitment Letter.

Please signify your acceptance of the foregoing terms and conditions by signing a copy of this letter under the heading "Acceptance" and returning it to us along by no later than March 1, 2022.

This Amendment to Commitment Letter may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed in original, faxed or electronic PDF format and the parties adopt any signatures received by a receiving fax machine or electronic transmission as original signatures of the parties.

We wish to thank you for allowing the Credit Union the opportunity of being of assistance to you.

Yours truly,

CONNECT FIRST CREDIT UNION LTD.

Sourav Neogi, Relationship Manager
Commercial Markets
Corporate and Commercial Banking

Encl.

ACCEPTANCE

We hereby **accept and agree** to the credit facilities on the terms and conditions outlined by the Amendment to Commitment Letter dated February 15, 2022, on this _____ day of_____, 2022.

CanadaBis Capital Inc. – *Borrower*

Per: _____

(Affix Corporate Seal)

Per: _____

Stigma Pharmaceuticals Inc. – *Corporate Guarantor*

Per: _____

(Affix Corporate Seal)

Per: _____

Full Spectrum Labs Ltd. – *Corporate Guarantor*

Per: _____

(Affix Corporate Seal)

Per: _____

Goldstream Cannabis Inc. – *Corporate Guarantor*

Per: _____

(Affix Corporate Seal)

Per: _____

1926360 Alberta Ltd. – *Corporate Guarantor*

Per: _____

(Affix Corporate Seal)

Per: _____

1998643 Alberta Ltd. – *Corporate Guarantor*

Per: _____

(Affix Corporate Seal)

Per: _____

2103157 Alberta Ltd. – *Corporate Guarantor*

Per: _____

(Affix Corporate Seal)

Per: _____

200, 2850 Sunridge Blvd NE
Calgary, AB T1Y 6G2

Writer's Direct Line: (403) 736-4172
E-Mail: sneogi@connectfirstcu.com

January 26, 2023

CanadaBis Capital Inc.
255C Clearview Drive
Red Deer, AB T4E 3B6

Attention: Travis McIntyre

Dear Member:

RE: AMENDMENT TO COMMITMENT LETTER

Connect First Credit Union Ltd. (hereinafter called the "Credit Union") is pleased to advise that the following amendment to the Credit Facility set out in the Commitment Letter dated April 19, 2021 and accepted July 5, 2021 has been approved on the understanding that all security and other terms and conditions will remain unchanged and in force. If you agree with these terms and conditions please sign the duplicate copy of this letter under the heading "Acceptance" and return same to the writer's attention.

Financial Covenants: (Amended)

a) The Borrower's **Debt Service Coverage Ratio** shall be not less than 1.40:1, to be tested Quarterly based on a Trailing 4 Quarters using consolidated financial statements.

Covenants:
DSC before Corporate distributions >= 1.40:1
EBITDA ÷ Debt Service Obligations

DSC after Corporate distributions >= 1.40:1
[EBITDA – Corporate Distribution] ÷ Debt Service Obligations

Definitions:

EBITDA means profit from operations on a consolidated basis for the fiscal year under review. It is calculated by deducting Selling, General and Administrative Expenses from Gross Profit. For greater certainty, it excludes income taxes, depreciation, amortization, finance costs (interest expense), stock-based compensation, fair value adjustments and extraordinary gains and losses.

Debt Service means the sum of principal & interest payments for the corresponding fiscal year paid by the Borrower on a consolidated basis on all funded indebtedness not specifically subordinated to the Credit Union.

Corporate Distribution means, payment of cash dividends and unfinanced Capital Expenditures Corporate Distributions are permitted provided the Borrower remains in compliance with the covenants, i. e., after giving effect to the Corporate Distributions, DSC >= 1.0x, debt to equity < 1.0:1.0 and current ratio >=1.25:1.0

b) The Borrower shall at all times maintain a **Debt-to-Equity Ratio** of not greater than 1.00:1.00 to be tested annually.
Debt to Equity Ratio is defined as the Borrower's total liabilities, as defined by Accounting Standards for Private Enterprises ("ASPE") / International Financial Reporting Standards ("IFRS"), including the redemption value of any preferred shares not formally postponed to the Credit Union, excluding shareholder loans formally postponed and assigned to the Credit Union, divided by the Borrower's total equity, as defined by ASPE / IFRS, plus shareholder loans formally postponed and assigned to the Credit Union. At the discretion of the Credit Union adjustments to total equity may be made for items such as intangibles and appraisal surplus.

c) The Borrower shall at all times maintain a **Current Ratio** of not less than 1.25:1 to be tested Monthly
Current Ratio is defined as the Borrower's current assets, as defined by Accounting Standards for Private Enterprises ("ASPE") / International Financial Reporting Standards ("IFRS"), divided by the Borrower's current liabilities, as defined by ASPE / IFRS.

Financial Reporting Requirements: (Amended)

Monthly

a) In-house financial statements (Balance Sheet and Income and Expense Statement) as at month end, by the 20th day of the following month
b) Monthly management commentary on borrower's performance as it relates to financial projections

Quarterly
Within 60 days following the Borrower's fiscal quarter-end:

a) Unaudited accountant prepared consolidated financial statement of the Borrower as presented to the TSX Venture exchange

Annually
Within 120 days of the Borrower's fiscal year-end, the Borrower will provide the following:

a) Audited, Accountant Prepared financial statements of CanadaBis Capital Inc.
b) Status of any and all Health Canada Licenses

c) An updated valuation/appraisal of the property satisfactory to the Credit Union and approved by Credit, to support the calculation of the Debt to Equity Ratio covenant

Authorization is provided to the Credit Union to contact the Accounting firm of the Borrower and Guarantor(s) to obtain copies of all financial statements and to answer questions relating to same.

Pre-Disbursement Conditions:

The Credit Union's continuation of the Credit Facilities is conditional upon receipt by the Credit Union of the following, all in form and substance satisfactory to it.

a) Completion and, where applicable, registration of all security

b) An updated valuation/appraisal of the property satisfactory to the Credit Union and approved by the Credit Union (CCM Credit)

Other Conditions: (Amended)

a) Out of pocket expenses to be paid by Borrower (e.g. legal fees, appraisal fees, interim inspection fees and Land Title Searches). Expenses to be discussed between Borrower and Lender, prior to undertaking

b) Implementation and continuation the credit facility is subject to periodic review, at least annually, by the Credit Union, and is also subject to no adverse changes in the financial position of the Borrower

c) Borrower will not further encumber the properties without prior written consent by the Credit Union

d) Notwithstanding any other provisions herein, it is hereby acknowledged and agreed that no obligations or liabilities, whether actual or contingent, of CanadaBis Capital Inc. are personally binding upon, and neither resort nor recourse shall be had to, nor shall satisfaction be sought from, the private property of any kind whatsoever (including, without limitation, any private property consisting of or arising from a distribution by CanadaBis Capital Inc. of any nature) of any of the trustees of CanadaBis Capital Inc., any registered or beneficial holder of securities (including shares) of CanadaBis Capital Inc.,. or any annuitant under a plan of which a holder of securities (including shares) of CanadaBis Capital Inc. acts as trustee or carrier, or any officers, employees or agents of CanadaBis Capital Inc.,, and it is hereby further acknowledged and agreed that all obligations and liabilities of CanadaBis Capital Inc., shall be satisfied only out of and recourse shall limited exclusively to the property and assets of CanadaBis Capital Inc.

e) The Credit Union will allow the Borrower to make a one-time payment in the amount of $625,000.00 to reduce shareholder loans, subject to an updated appraisal of the property satisfactory to the Credit Union and approved by Credit, to support the calculation of the Debt-to-Equity Ratio covenant (pre-disbursement condition (b))

Next Review Date:

The next annual review date for all Credit Facilities has been established as at December 31, 2023 but may be changed at the discretion of the Credit Union.

Non-refundable Application Fee:

$2,500.00 will be debited from your account 723111660616 with the Credit Union on acceptance of this Amendment to Commitment Letter

Annual Review Fee:

$2,500.00 will be debited from your account 723111660616 with the Credit Union on acceptance of this Amendment to Commitment Letter

Please signify your acceptance of the foregoing terms and conditions by signing a copy of this letter under the heading "Acceptance" and returning it to us along by no later than February 9, 2023.

This Amendment to Commitment Letter and any further amendments, renewals or replacements thereof may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed in original, faxed or electronic PDF format and the parties adopt any signatures received by a receiving fax machine or electronic transmission as original signatures of the parties.

We wish to thank you for allowing the Credit Union the opportunity of being of assistance to you.

Yours truly,

CONNECT FIRST CREDIT UNION LTD.

Sourav Neogi, Relationship Manager
Comm. Markets, Corporate and Commercial Banking

ACCEPTANCE

We hereby **accept and agree** to the terms and conditions outlined by the Amendment to Commitment Letter dated January 26, 2023 on this _____ day of_____ 2023.

CanadaBis Capital Inc. **– *Borrower***

Per: _____

(Affix Corporate Seal)

Per: _____

Stigma Pharmaceuticals Inc. **– *Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

Full Spectrum Labs Ltd. **– *Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

Goldstream Cannabis Inc. **– *Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

1926360 Alberta Ltd. **– *Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

1998643 Alberta Ltd. **– *Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

2103157 Alberta Ltd. **– *Corporate Guarantor***

Per: _____

(Affix Corporate Seal)

Per: _____

This is Exhibit "Q" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

servus credit union

Suite #200, Sunridge Branch
2850 Sunridge Blvd. NE
Calgary, Alberta
T1Y 6G2

November 12, 2025

CanadaBis Capital Inc.

255C Clearview Drive

Red Deer, AB T4E-0A1

Attention: Mr. Travis McIntyre

Dear Mr. McIntyre

Re: Notice of Breach for Financial Covenant Commercial- Commercial Mortgage Loan and Authorized Overdraft – 3092393

Please refer to Commitment Letter(s) dated April 19, 2021 (the "Agreement), wherein Connect First Credit Union Ltd (the "Credit Union") has advanced monies CanadaBis Capital Inc. (the "Borrower") subject to certain covenants and conditions. We acknowledge receipt of the Borrower's financial statements for year-ending July 31, 2025, reflecting a breach of the covenant in the Agreement, as follows:

- Debt Service Coverage Ratio to be a minimum of 1.40:1 The Debt Service Coverage Ratio was calculated to be 1.05
- Debt to Equity is not to exceed a ratio of 1.00:1.00. The Debt to Equity Ratio was calculated to be 1.04.

The June 2025 adjustments to the repayment terms on the Commercial Mortgage Loan were made in response to the overpayment on this loan, as the amortization was based on a second tranche that was never advanced. This reduced the monthly payment obligation from $91,081.43 to $60,490.00. In addition, at that time we began to explore some re-financing options on a shared basis with another financial Institution that are ongoing as of today's date.

The Credit Union acknowledges the above breach(es). While the Credit Union does not intend to call the loan within the next twelve (12) months, it further confirms that it waives its right to take any enforcement action in respect to the above-noted specific breach until at least July 31, 2026, or such later date as may be mutually agreed The Credit Union does not however waive its rights resulting from any future breaches beyond that date, or unknown current breaches in the Agreement that would constitute a default, and our waiver of the breach(es) is not to be construed as an indication of a waiver of these future rights. The implementation and continuation of these credit facilities is subject to periodic review, at least annually, by the Credit Union, and is subject to

no adverse change in the financial position of the Borrower. The next annual review date has been set for December 31, 2025, but may be changed at the discretion of the Credit Union.

Connect First Credit Union requires that these items be brought into compliance as per terms and conditions of the most recent Commitment Letter. As such, we would encourage you to share a copy of this letter with your Accountant. If you are unable to comply with any covenants or conditions, we would encourage you to contact the Credit Union at your earliest opportunity. If you have any questions or concerns, please do not hesitate to contact the undersigned.

Regards, Signed by: Bill Moore 5A06552FAD05441...

Bill Moore, Senior Manager

Cannabis & Special Loans

Acknowledged _____ Date Nov 17/25

CanadaBis Capital Inc.- Borrower

Acknowledged _____ Date Nov 17/25

Stigma Pharmaceuticals Inc.- Corp Guarantor

Acknowledged _____ Date Nov 17/25

Full Spectrum Labs Ltd. - Corp Guarantor

Acknowledged _____ Date Nov 17/25

Goldstream Cannabis inc. - Corp Guarantor

This is Exhibit "R" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

GENERAL SECURITY AGREEMENT

Connect First Credit Union Ltd.
(hereinafter called the "Credit Union")
Suite 2720, 700 - 9 Avenue SW
Calgary, Alberta T2P 3V4
Branch 096
Member No. _____

Borrower(s): **CANADABIS CAPITAL INC.**

1. DEFINITIONS

(a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").

(b) In this Agreement:

(i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an Instrument;
(ii) "Agreed Rate' means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
(iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
(iv) "Debtor" means the "Borrower(s)";
(v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
(vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by the Credit Union prior to their creation or assumption, and
(vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

(a) For value received, the Debtor hereby grants to the Credit Union, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:

(i) all property described in Schedule "A";
(ii) all Inventory;
(iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
(iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
(v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
(vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual property; and
(vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".

(b) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".

(c) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to the Credit Union whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

(a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to the Credit Union from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;

(c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;

(d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and

(e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

(a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;

(b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;

(c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of the Credit Union;

(d) to notify the Credit Union promptly of:

(i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
(ii) the details of any significant acquisition of Collateral;
(iii) the details of any claims or litigation affecting the Debtor or Collateral;
(iv) any loss or damage to Collateral;
(v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
(vi) the return to or repossession by the Debtor of Collateral;

(e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;

(f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;

(g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;

(h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;

(i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;

(j) to deliver to the Credit Union from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
(iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
(iv) all policies and certificates of insurance relating to the Collateral, and
(v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Credit Union may reasonably request;

(k) not to remove any of the Collateral from the Province of Alberta without the prior written consent of the Credit Union;

(l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by the Credit Union;

(m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:

(i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
(ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;
(iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and
(iv) at the request of the Credit Union, to deliver to the Credit Union the Debtor's Canadian Wheat Board producer's permit book and to assign to the Credit Union all of the Debtor's rights thereunder, and

(n) to permit the Credit Union, by its officers or authorized agents, at any time, and from time to time, as often as the Credit Union in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as the Credit Union may reasonably require. The loss under the policies of insurance shall be made payable to the Credit Union as its interest may appear and the insurance shall be written by an insurance company approved by the Credit Union in terms satisfactory to the Credit Union and the Debtor shall provide the Credit Union with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to the Credit Union proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable the Credit Union to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of the Credit Union which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with the Credit Union.

8. COLLATERAL IN POSSESSION OF CREDIT UNION, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of the Credit Union, a Receiver or Sheriff, the Credit Union, Receiver or Sheriff in possession, as the case may be:

(a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;

(b) shall not be required to keep the Collateral identifiable, and

(c) may use the Collateral in any manner and to any extent the Credit Union, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Credit Union to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Credit Union or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, the Credit Union shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Credit Union or its nominee(s) as such registered owner and agrees that no proxy issued by the Credit Union to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before of after Default, the Credit Union may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to the Credit Union. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by the Credit Union pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Credit Union may in its sole discretion determine or, at the option of the Credit Union, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Credit Union hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ('Default") hereunder:

(a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;

(b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and the Credit Union;

(c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;

(d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;

(e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;

(f) any of the Encumbrances becomes enforceable;

(g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;

(h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;

(i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and

warranties contained herein) or as an inducement to the Credit Union to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Credit Union at or prior to the time of such execution;

(j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(k) at any time, there is a material adverse change in the financial condition of the Debtor, or

(l) the Credit Union considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

14. ACCELERATION

In the event of Default, the Credit Union, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

(a) the Credit Union may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;

(b) the Credit Union may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Credit Union in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of the Credit Union (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(c) the Credit Union may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;

(d) the Credit Union may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;

(e) unless otherwise restricted by his appointment, any Receiver shall have the power:

(i) to take possession of any Collateral for that purpose to take any proceedings, in the name of the Debtor or otherwise;
(ii) to carry on or concur in carrying on the business of the Debtor;
(iii) to sell or lease any Collateral;
(iv) to make any arrangement or compromise which he may think expedient in the interest of the Credit Union;
(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
(vi) to hold as additional security any increase or profits resulting from the Collateral;
(vii) to exercise all rights and remedies that the Credit Union may have under this Agreement, the PPSA or otherwise at law or in equity;
(viii) with the written consent of the Credit Union, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by the Credit Union, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
(ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;

(f) the Debtor hereby appoints each Receiver appointed by the Credit Union to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;

(g) a Receiver appointed by the Credit Union shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and the Credit Union shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to the Credit Union and applied on account of the Indebtedness;

(i) the Credit Union may enter upon, use and occupy all premises owned or occupied by the Debtor or wherein the Collateral may be situate;

(j) before, during or after realizing on the Collateral, the Credit Union may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by the Credit Union (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and

(k) the Credit Union may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If the Credit Union realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Credit Union shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

(a) Upon the Debtor's failure to perform any of its obligations under this Agreement then the Credit Union may, but shall not be obligated to perform the same and in the event of performance thereof by the Credit Union the Debtor shall pay to the Credit Union forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by the Credit Union in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by the Credit Union until paid by the Debtor.

(b) The Debtor shall pay all costs, charges and expenses reasonably incurred by the Credit Union or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by the Credit Union shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.

(c) The Credit Union may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.

(d) All amounts paid by the Credit Union pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right the Credit Union may have, the Credit Union may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by the Credit Union in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to the Credit Union such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Credit Union, or as may be required by the Credit Union from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by the Credit Union to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify the Credit Union of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of the Credit Union, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

(a) The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize upon the Security Interest. The Credit Union may demand, collect and sue on Collateral in either the Debtor's or the Credit Union's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. The Credit Union shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.

(b) No delay or omission by the Credit Union in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Credit Union may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of the Credit Union granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(c) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Credit Union in which the Debtor is in any way liable and notice of any other action taken by the Credit Union.

(d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Credit Union.

(e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.

(f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.

(g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interest now or hereafter held by the Credit Union and all such other agreements, securities and Security Interest shall remain in full force and effect.

(h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.

(i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation.

(j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.

(k) Nothing herein contained shall in any way obligate the Credit Union to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

(a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to the Credit Union.

(b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to the Credit Union, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by the Credit Union as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as the Credit Union may elect, and the Debtor agrees to attorn to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 05 day of July, 2021 at Red Deer, Alberta.

CANADABIS CAPITAL INC.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

FULL ADDRESS OF DEBTOR

255C Clearview Drive
Red Deer County, Alberta T4E 3B6

*Complete Affidavit of Execution if Debtor is an individual or partnership.

SCHEDULE "A"
(DESCRIBED PROPERTY)

*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

Serial Number	Year	Make and Model	Description of Goods

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)

*Obtain Legal Description

SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

CANADABIS CAPITAL INC.

- NIL

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

JUDICIAL CENTRE OF CALGARY
FILED
Apr 17, 2026
by Email
CLERK OF THE COURT

COURT FILE NUMBER	2601- 07007
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
PLAINTIFF(S)/APPLICANTS	CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
DOCUMENT	**FIRST AFFIDAVIT OF TRAVIS MCINTYRE** **VOLUME 2 OF 3**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, Ontario M5K 1K7 Attn: **Mitchell W. Grossell / Derek Harland / Andrew Nesbitt** Telephone: 416-304-1616 Email: mgrossell@tgf.ca / dharland@tgf.ca / anesbitt@tgf.ca

This is Exhibit "S" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.



Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

GENERAL SECURITY AGREEMENT

Connect First Credit Union Ltd.
(hereinafter called the "Credit Union")
Suite 2720, 700 - 9 Avenue SW
Calgary, Alberta T2P 3V4
Branch 096
Member No. _____

Borrower(s): **FULL SPECTRUM LABS LTD.**

1. DEFINITIONS

(a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").

(b) In this Agreement:

(i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an Instrument;
(ii) "Agreed Rate' means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
(iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
(iv) "Debtor" means the "Borrower(s)";
(v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
(vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by the Credit Union prior to their creation or assumption, and
(vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

(a) For value received, the Debtor hereby grants to the Credit Union, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:

(i) all property described in Schedule "A";
(ii) all Inventory;
(iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
(iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
(v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
(vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual property; and
(vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".

(b) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".

(c) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to the Credit Union whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

(a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to the Credit Union from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;

(c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;

(d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and

(e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

(a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;

(b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;

(c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of the Credit Union;

(d) to notify the Credit Union promptly of:

(i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
(ii) the details of any significant acquisition of Collateral;
(iii) the details of any claims or litigation affecting the Debtor or Collateral;
(iv) any loss or damage to Collateral;
(v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
(vi) the return to or repossession by the Debtor of Collateral;

(e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;

(f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;

(g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;

(h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;

(i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;

(j) to deliver to the Credit Union from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
(iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
(iv) all policies and certificates of insurance relating to the Collateral, and
(v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Credit Union may reasonably request;

(k) not to remove any of the Collateral from the Province of Alberta without the prior written consent of the Credit Union;

(l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by the Credit Union;

(m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:

(i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
(ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;
(iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and
(iv) at the request of the Credit Union, to deliver to the Credit Union the Debtor's Canadian Wheat Board producer's permit book and to assign to the Credit Union all of the Debtor's rights thereunder, and

(n) to permit the Credit Union, by its officers or authorized agents, at any time, and from time to time, as often as the Credit Union in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as the Credit Union may reasonably require. The loss under the policies of insurance shall be made payable to the Credit Union as its interest may appear and the insurance shall be written by an insurance company approved by the Credit Union in terms satisfactory to the Credit Union and the Debtor shall provide the Credit Union with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to the Credit Union proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable the Credit Union to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of the Credit Union which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with the Credit Union.

8. COLLATERAL IN POSSESSION OF CREDIT UNION, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of the Credit Union, a Receiver or Sheriff, the Credit Union, Receiver or Sheriff in possession, as the case may be:

(a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;

(b) shall not be required to keep the Collateral identifiable, and

(c) may use the Collateral in any manner and to any extent the Credit Union, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Credit Union to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Credit Union or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, the Credit Union shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Credit Union or its nominee(s) as such registered owner and agrees that no proxy issued by the Credit Union to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before of after Default, the Credit Union may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to the Credit Union. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by the Credit Union pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Credit Union may in its sole discretion determine or, at the option of the Credit Union, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Credit Union hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ('Default") hereunder:

(a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;

(b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and the Credit Union;

(c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;

(d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;

(e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;

(f) any of the Encumbrances becomes enforceable;

(g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;

(h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;

(i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and

warranties contained herein) or as an inducement to the Credit Union to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Credit Union at or prior to the time of such execution;

(j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(k) at any time, there is a material adverse change in the financial condition of the Debtor, or

(l) the Credit Union considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

14. ACCELERATION

In the event of Default, the Credit Union, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

(a) the Credit Union may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;

(b) the Credit Union may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Credit Union in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of the Credit Union (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(c) the Credit Union may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;

(d) the Credit Union may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;

(e) unless otherwise restricted by his appointment, any Receiver shall have the power:

(i) to take possession of any Collateral for that purpose to take any proceedings, in the name of the Debtor or otherwise;
(ii) to carry on or concur in carrying on the business of the Debtor;
(iii) to sell or lease any Collateral;
(iv) to make any arrangement or compromise which he may think expedient in the interest of the Credit Union;
(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
(vi) to hold as additional security any increase or profits resulting from the Collateral;
(vii) to exercise all rights and remedies that the Credit Union may have under this Agreement, the PPSA or otherwise at law or in equity;
(viii) with the written consent of the Credit Union, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by the Credit Union, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
(ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;

(f) the Debtor hereby appoints each Receiver appointed by the Credit Union to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;

(g) a Receiver appointed by the Credit Union shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and the Credit Union shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to the Credit Union and applied on account of the Indebtedness;

(i) the Credit Union may enter upon, use and occupy all premises owned or occupied by the Debtor or wherein the Collateral may be situate;

(j) before, during or after realizing on the Collateral, the Credit Union may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by the Credit Union (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and

(k) the Credit Union may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If the Credit Union realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Credit Union shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

(a) Upon the Debtor's failure to perform any of its obligations under this Agreement then the Credit Union may, but shall not be obligated to perform the same and in the event of performance thereof by the Credit Union the Debtor shall pay to the Credit Union forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by the Credit Union in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by the Credit Union until paid by the Debtor.

(b) The Debtor shall pay all costs, charges and expenses reasonably incurred by the Credit Union or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by the Credit Union shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.

(c) The Credit Union may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.

(d) All amounts paid by the Credit Union pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right the Credit Union may have, the Credit Union may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by the Credit Union in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to the Credit Union such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Credit Union, or as may be required by the Credit Union from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by the Credit Union to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify the Credit Union of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of the Credit Union, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

(a) The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize upon the Security Interest. The Credit Union may demand, collect and sue on Collateral in either the Debtor's or the Credit Union's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. The Credit Union shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.

(b) No delay or omission by the Credit Union in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Credit Union may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of the Credit Union granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(c) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Credit Union in which the Debtor is in any way liable and notice of any other action taken by the Credit Union.

(d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Credit Union.

(e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.

(f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.

(g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interest now or hereafter held by the Credit Union and all such other agreements, securities and Security Interest shall remain in full force and effect.

(h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.

(i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation.

(j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.

(k) Nothing herein contained shall in any way obligate the Credit Union to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

(a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to the Credit Union.

(b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to the Credit Union, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by the Credit Union as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the

Province of Alberta or in any court of competent jurisdiction, as the Credit Union may elect, and the Debtor agrees to attorn to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 05 day of July, 2021 at Red Deer, Alberta.

FULL SPECTRUM LABS LTD.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

FULL ADDRESS OF DEBTOR

410032 RRD 7-4,
Clearwater County, Alberta T4T1B4

*Complete Affidavit of Execution if Debtor is an individual or partnership.

SCHEDULE "A"
(DESCRIBED PROPERTY)

*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

Serial Number	Year	Make and Model	Description of Goods

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)

*Obtain Legal Description

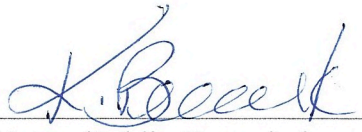
SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

FULL SPECTRUM LABS LTD.

- NIL

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

This is Exhibit "T" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.



Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

GENERAL SECURITY AGREEMENT

Connect First Credit Union Ltd.
(hereinafter called the "Credit Union")
Suite 2720, 700 - 9 Avenue SW
Calgary, Alberta T2P 3V4
Branch 096
Member No. _____

Borrower(s): **GOLDSTREAM CANNABIS INC.**

1. DEFINITIONS

(a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").

(b) In this Agreement:

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(iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
(iv) "Debtor" means the "Borrower(s)";
(v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
(vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by the Credit Union prior to their creation or assumption, and
(vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

(a) For value received, the Debtor hereby grants to the Credit Union, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:

(i) all property described in Schedule "A";
(ii) all Inventory;
(iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
(iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
(v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
(vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual property; and
(vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".

(b) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".

(c) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to the Credit Union whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

(a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to the Credit Union from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;

(c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;

(d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and

(e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

(a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;

(b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;

(c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of the Credit Union;

(d) to notify the Credit Union promptly of:

(i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
(ii) the details of any significant acquisition of Collateral;
(iii) the details of any claims or litigation affecting the Debtor or Collateral;
(iv) any loss or damage to Collateral;
(v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
(vi) the return to or repossession by the Debtor of Collateral;

(e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;

(f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;

(g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;

(h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;

(i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;

(j) to deliver to the Credit Union from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
(iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
(iv) all policies and certificates of insurance relating to the Collateral, and
(v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Credit Union may reasonably request;

(k) not to remove any of the Collateral from the Province of Alberta without the prior written consent of the Credit Union;

(l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by the Credit Union;

(m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:

(i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
(ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;
(iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and
(iv) at the request of the Credit Union, to deliver to the Credit Union the Debtor's Canadian Wheat Board producer's permit book and to assign to the Credit Union all of the Debtor's rights thereunder, and

(n) to permit the Credit Union, by its officers or authorized agents, at any time, and from time to time, as often as the Credit Union in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as the Credit Union may reasonably require. The loss under the policies of insurance shall be made payable to the Credit Union as its interest may appear and the insurance shall be written by an insurance company approved by the Credit Union in terms satisfactory to the Credit Union and the Debtor shall provide the Credit Union with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to the Credit Union proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable the Credit Union to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of the Credit Union which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with the Credit Union.

8. COLLATERAL IN POSSESSION OF CREDIT UNION, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of the Credit Union, a Receiver or Sheriff, the Credit Union, Receiver or Sheriff in possession, as the case may be:

(a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;

(b) shall not be required to keep the Collateral identifiable, and

(c) may use the Collateral in any manner and to any extent the Credit Union, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Credit Union to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Credit Union or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, the Credit Union shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Credit Union or its nominee(s) as such registered owner and agrees that no proxy issued by the Credit Union to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before of after Default, the Credit Union may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to the Credit Union. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by the Credit Union pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Credit Union may in its sole discretion determine or, at the option of the Credit Union, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Credit Union hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ('Default") hereunder:

(a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;

(b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and the Credit Union;

(c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;

(d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;

(e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;

(f) any of the Encumbrances becomes enforceable;

(g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;

(h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;

(i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and

warranties contained herein) or as an inducement to the Credit Union to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Credit Union at or prior to the time of such execution;

(j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(k) at any time, there is a material adverse change in the financial condition of the Debtor, or

(l) the Credit Union considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

14. ACCELERATION

In the event of Default, the Credit Union, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

(a) the Credit Union may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;

(b) the Credit Union may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Credit Union in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of the Credit Union (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(c) the Credit Union may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;

(d) the Credit Union may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;

(e) unless otherwise restricted by his appointment, any Receiver shall have the power:

(i) to take possession of any Collateral for that purpose to take any proceedings, in the name of the Debtor or otherwise;
(ii) to carry on or concur in carrying on the business of the Debtor;
(iii) to sell or lease any Collateral;
(iv) to make any arrangement or compromise which he may think expedient in the interest of the Credit Union;
(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
(vi) to hold as additional security any increase or profits resulting from the Collateral;
(vii) to exercise all rights and remedies that the Credit Union may have under this Agreement, the PPSA or otherwise at law or in equity;
(viii) with the written consent of the Credit Union, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by the Credit Union, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
(ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;

(f) the Debtor hereby appoints each Receiver appointed by the Credit Union to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;

(g) a Receiver appointed by the Credit Union shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and the Credit Union shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to the Credit Union and applied on account of the Indebtedness;

(i) the Credit Union may enter upon, use and occupy all premises owned or occupied by the Debtor or wherein the Collateral may be situate;

(j) before, during or after realizing on the Collateral, the Credit Union may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by the Credit Union (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and

(k) the Credit Union may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If the Credit Union realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Credit Union shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

(a) Upon the Debtor's failure to perform any of its obligations under this Agreement then the Credit Union may, but shall not be obligated to perform the same and in the event of performance thereof by the Credit Union the Debtor shall pay to the Credit Union forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by the Credit Union in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by the Credit Union until paid by the Debtor.

(b) The Debtor shall pay all costs, charges and expenses reasonably incurred by the Credit Union or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by the Credit Union shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.

(c) The Credit Union may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.

(d) All amounts paid by the Credit Union pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right the Credit Union may have, the Credit Union may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by the Credit Union in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to the Credit Union such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Credit Union, or as may be required by the Credit Union from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by the Credit Union to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify the Credit Union of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of the Credit Union, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

(a) The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize upon the Security Interest. The Credit Union may demand, collect and sue on Collateral in either the Debtor's or the Credit Union's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. The Credit Union shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.

(b) No delay or omission by the Credit Union in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Credit Union may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of the Credit Union granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(c) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Credit Union in which the Debtor is in any way liable and notice of any other action taken by the Credit Union.

(d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Credit Union.

(e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.

(f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.

(g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interest now or hereafter held by the Credit Union and all such other agreements, securities and Security Interest shall remain in full force and effect.

(h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.

(i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation.

(j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.

(k) Nothing herein contained shall in any way obligate the Credit Union to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

(a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to the Credit Union.

(b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to the Credit Union, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by the Credit Union as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the

Province of Alberta or in any court of competent jurisdiction, as the Credit Union may elect, and the Debtor agrees to attorn to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 05 day of July, 2021 at Red Deer, Alberta.

GOLDSTREAM CANNABIS INC.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

FULL ADDRESS OF DEBTOR

1500, 1055 W Georgia Street, PO Box 11117
Vancouver, British Columbia V6E 4N7

*Complete Affidavit of Execution if Debtor is an individual or partnership.

SCHEDULE "A"
(DESCRIBED PROPERTY)

*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

Serial Number	Year	Make and Model	Description of Goods

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)

*Obtain Legal Description

SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

GOLDSTREAM CANNABIS INC.

- NIL

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

This is Exhibit "U" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

connectFirst
credit union

TO: **Connect First Credit Union Ltd.**
(hereinafter called the "Credit Union")

ASSIGNMENT AND POSTPONEMENT

WHEREAS CanadaBis Capital Inc. (the "Borrower") is indebted to the Undersigned in the sum of up to $990,000.00 (the "Debt").

In consideration of advances made or to be made to the Borrower by the Credit Union, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, the Undersigned hereby postpones, assigns, transfers and grants a security interest to the Credit Union in the Debt by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Credit Union (collectively, the "Indebtedness") and agrees that:

1. The Credit Union shall not be bound to demand payment of the Debt or any part thereof or take any proceeding to collect the Debt or to enforce any security in respect thereof except as the Credit Union may at its own discretion deem fit;

2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Credit Union may prove in respect of the Debt hereby assigned as a debt owing to it by the Borrower and the Credit Union shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Indebtedness as the Credit Union shall see fit, until the whole of such Indebtedness have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends;

3. Upon payment and satisfaction in full of the Indebtedness and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Credit Union will release to the Undersigned the Credit Union's claim under this agreement in respect of the Debt;

4. All monies received by the Undersigned from the Borrower shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union until the whole of the Indebtedness have been paid in full and satisfied. Notwithstanding the foregoing, or anything else contained in this agreement, the receipt by the Undersigned of the following payments shall be permitted hereunder:

   (i) payments in respect of invoices issued by the Undersigned to the Borrower during the normal course of business; and

(ii) payment of monies in respect of the Debt, provided that such monies have been raised pursuant to an equity raise conducted by the Borrower;

5. This shall be a continuing agreement and transfer and assignment of the Debt contained herein:

(a) is in addition to and not in substitution for any other security held by the Credit Union,

(b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Credit Union with respect to any of the Indebtedness or any other securities, and

(c) shall not be terminated by reason of any partial payment on account of the Indebtedness made by the Borrower or the Undersigned or any Indebtedness ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Indebtedness;

6. The Credit Union shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Debt in whatever way the Credit Union considers desirable;

7. The Credit Union may:

(a) grant time, renewals, extensions, indulgences, releases and discharges to,

(b) take securities from,

(c) give additional security to,

(d) abstain from taking additional security from,

(e) abstain from perfecting securities of,

(f) accept composition from, and

(g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Debt, as the Credit Union may see fit, without prejudice to the right of the Credit Union to hold, deal with and realize on any of the Debt, in whatever way the Credit Union considers desirable;

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8. The Undersigned undertakes and agrees, when requested by the Credit Union, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect;

9. Any monies owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Credit Union's written consent to withdrawal is first obtained;

10. Except as provided in this agreement or with the consent in writing of the Credit Union, the Undersigned will not assign any of the Debt to any other person or ask for or obtain any negotiable paper or other evidence of the Debt;

11. The Borrower acknowledges that the Debt is not the subject of nor will any future Debt be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Credit Union that the Undersigned holds no security for the Debt or any part thereof;

12. The Borrower and the Undersigned hereby agree with the Credit Union that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Debt, without the written consent of the Credit Union, first had and obtained;

13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing;

14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:

    (a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or

    (b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;

    but shall, notwithstanding the happening of any of these events, continue to apply to all the Indebtedness whether incurred before or after this agreement, and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned respectively is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.

15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.

16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby;

17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto;

18. All rights, powers and remedies of the Credit Union hereunder and under any other agreement now or at any time hereafter in force between the Credit Union and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Credit Union at law or in equity;

19. This agreement may be executed in several counterparts, and may be delivered by facsimile or by electronic mail in Portable Document Format (PDF), each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and same instrument;

20. This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Credit Union from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon;

21. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Credit Union a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.

Signature page follows.

Dated this 7 day of July, 2021.

Execution by the party making the assignment and postponement (the "Undersigned"):

2208318 ALBERTA LTD.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

2208318 ALBERTA LTD.
NW 5-41-7-W5
Rocky Mountain House, Alberta T4T1A6

This Assignment and Postponement is acknowledged by the Borrower this 7 day of July, 2021, and the Borrower covenants and agrees that any payment of the Debt or any portion thereof shall be paid to the Credit Union.

CANADABIS CAPITAL INC.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

T.W

This is Exhibit "V" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

connectFirst

TO: **Connect First Credit Union Ltd.**
(hereinafter called the "Credit Union")

ASSIGNMENT AND POSTPONEMENT

WHEREAS CanadaBis Capital Inc. (the "Borrower") is indebted to the Undersigned in the sum of up to $650,000.00 (the "Debt").

In consideration of advances made or to be made to the Borrower by the Credit Union, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, the Undersigned hereby postpones, assigns, transfers and grants a security interest to the Credit Union in the Debt by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Credit Union (collectively, the "Indebtedness") and agrees that:

1. The Credit Union shall not be bound to demand payment of the Debt or any part thereof or take any proceeding to collect the Debt or to enforce any security in respect thereof except as the Credit Union may at its own discretion deem fit;

2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Credit Union may prove in respect of the Debt hereby assigned as a debt owing to it by the Borrower and the Credit Union shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Indebtedness as the Credit Union shall see fit, until the whole of such Indebtedness have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends;

3. Upon payment and satisfaction in full of the Indebtedness and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Credit Union will release to the Undersigned the Credit Union's claim under this agreement in respect of the Debt;

4. All monies received by the Undersigned from the Borrower shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union until the whole of the Indebtedness have been paid in full and satisfied. Notwithstanding the foregoing, or anything else contained in this agreement, the receipt by the Undersigned of the following payments shall be permitted hereunder:

   (i) payments in respect of invoices issued by the Undersigned to the Borrower during the normal course of business; and

(ii) payment of monies in respect of the Debt, provided that such monies have been raised pursuant to an equity raise conducted by the Borrower;

~~(iii)~~

5. This shall be a continuing agreement and transfer and assignment of the Debt contained herein:

(a) is in addition to and not in substitution for any other security held by the Credit Union,

(b) shall not operate as a merger of any debt or suspend the fulfilment of, or affect the rights, remedies and powers of the Credit Union with respect to any of the Indebtedness or any other securities, and

(c) shall not be terminated by reason of any partial payment on account of the Indebtedness made by the Borrower or the Undersigned or any Indebtedness ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Indebtedness;

6. The Credit Union shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other party or against any other security before realizing on or otherwise dealing with any of the Debt in whatever way the Credit Union considers desirable;

7. The Credit Union may:

(a) grant time, renewals, extensions, indulgences, releases and discharges to,

(b) take securities from,

(c) give additional security to,

(d) abstain from taking additional security from,

(e) abstain from perfecting securities of,

(f) accept composition from, and

(g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Debt, as the Credit Union may see fit, without prejudice to the right of the Credit Union to hold, deal with and realize on any of the Debt, in whatever way the Credit Union considers desirable;

8. The Undersigned undertakes and agrees, when requested by the Credit Union, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect;

9. Any monies owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Credit Union's written consent to withdrawal is first obtained;

10. Except as provided in this agreement or with the consent in writing of the Credit Union, the Undersigned will not assign any of the Debt to any other person or ask for or obtain any negotiable paper or other evidence of the Debt;

11. The Borrower acknowledges that the Debt is not the subject of nor will any future Debt be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Credit Union that the Undersigned holds no security for the Debt or any part thereof;

12. The Borrower and the Undersigned hereby agree with the Credit Union that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Debt, without the written consent of the Credit Union, first had and obtained;

13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing;

14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:

    (a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transactions occurring before or after such change; or

    (b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;

    but shall, notwithstanding the happening of any of these events, continue to apply to all the Indebtedness whether incurred before or after this agreement, and in this agreement the word "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned respectively is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.

15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.

16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby;

17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto;

18. All rights, powers and remedies of the Credit Union hereunder and under any other agreement now or at any time hereafter in force between the Credit Union and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Credit Union at law or in equity;

19. This agreement may be executed in several counterparts, and may be delivered by facsimile or by electronic mail in Portable Document Format (PDF), each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and same instrument;

20. This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Credit Union from proceeding at its election against the Undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon;

21. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Credit Union a copy of any financing statement, financing change statement or verification statement registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.

Signature page follows.

Dated this 7TH day of JULY, 2021.

Execution by the party making the assignment and postponement (the "Undersigned"):

RUNWAY DEVELOPMENTS INC.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

RUNWAY DEVELOPMENTS INC.
219, 6203 - 28 Avenue
Edmonton, Alberta T6L 6K3

This Assignment and Postponement is acknowledged by the Borrower this 7 day of July, 2021, and the Borrower covenants and agrees that any payment of the Debt or any portion thereof shall be paid to the Credit Union.

CANADABIS CAPITAL INC.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

This is Exhibit "W" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

THE LAND TITLES ACT

C O L L A T E R A L M O R T G A G E

1998643 Alberta Ltd. of 255C Clearview Drive, Red Deer County, Alberta T4E 3B6

who or whose successors and assigns are hereinafter included in the expression the "Mortgagor", being registered as owner of an estate in fee simple in possession, subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon, of all and singular that certain piece or parcel of land situate in the Province of Alberta, being composed of:

PLAN 0820855
BLOCK 1
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.32 HECTARES (8.2 ACRES) MORE OR LESS

(the “Lands”)

in consideration of the maximum principal sum of EIGHT MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($8,850,000.00) lent by CONNECT FIRST CREDIT UNION LTD., whose address in Alberta is Suite 2720, 700 - 9 Avenue SW Calgary, Alberta T2P 3V4, who and whose successors and assigns are hereinafter included in the expression "the Mortgagee", the receipt of which sum the Mortgagor does hereby acknowledge, covenants with the Mortgagee as follows:

1. THAT the Mortgagor will pay to the Mortgagee the above sum with interest at the rate of fifteen (15.00%) per cent per annum, calculated daily, or such other rate as may be payable from time to time pursuant to any agreement between the Mortgagor and the Mortgagee respecting an advance or pursuant to Promissory Note(s), Loan Agreement(s), Authorized Overdraft Agreement(s), Line of Credit Agreement(s), Overdraft Protection Agreement(s), Commitment Letter(s), Offer(s) of Financing and/or any and all Guarantee(s) granted by the Mortgagor in favour of the Mortgagee ("Debt Instruments") or any and all substitutions or renewals of the Debt Instruments, upon demand.

   In the event the interest rate is a prime rate of interest, then prime rate means the floating annual rate of interest established and recorded as such by the Mortgagee from time to time as a reference rate for purposes of determining rates of interest the Mortgagee will charge on loans denominated in Canadian dollars to customers in Canada and designated as prime rate. A certificate of an officer of the Mortgagee shall be prima facia evidence of the prime rate from time to time.

2. THAT the Mortgagor will pay to the Mortgagee interest, in the manner aforesaid; on the principal sum remaining from time to time unpaid, all interest in arrears to become principal and to bear interest at the rate aforesaid. And that in case the sums hereby secured be not paid on the days above set forth the Mortgagor will, so long as said sums or any part thereof remain unpaid or owing in the security hereof, or during the continuance of this security, pay interest from day to day on the said sums or on so much thereof as shall for the time being

remain due, owing or unpaid during the continuance of this security. And the Mortgagor further covenants that the taking of judgment or judgments under any of the covenants herein contained shall not operate as a merger of the said covenants, or affect the Mortgagee's right to interest at the above rate, on any moneys due and owing to the Mortgagee during the continuance of this security under the covenants herein contained or on any judgment to be recovered thereon. Provided that on default of payment of any instalment of interest secured under this Mortgage the same shall thereupon become part of the principal hereby secured and shall bear interest from the time when same becomes due at the rate aforesaid, and on each day when any instalment of interest falls due hereunder, until the whole of the said principal and interest secured hereby is fully paid and satisfied. All sums of money, whether interest or otherwise then due and remaining unpaid, shall become principal and bear interest at the rate aforesaid. Payments as above shall be applied firstly to interest and secondly to principal. And the Mortgagor further covenants that the Mortgagee shall be entitled to interest after judgment on any judgment obtained at the mortgage rate set out herein. The Mortgagor hereby waives all relevant provisions of the Interest Act of Canada or any legislation similar thereto or in replacement thereof.

3. THAT if any default shall happen to be made in any payment of principal or interest or any of the moneys hereby secured or any part thereof, then, and in such case, the whole principal moneys hereby secured shall, at the option of the Mortgagee, become due and payable in like manner to all intents and purposes as if the tim e herein mentioned for payment of such principal money had fully come and expired, AND in the event of making a breach of any of the covenants in this Mortgage contained, then such breach shall be deemed to be a default in payment of interest, and the Mortgagee shall at its option be at liberty to call in forthwith the whole of the principal and interest secured by this Mortgage and eject all persons in possession of the Lands. PROVIDED, however, and the parties hereby agree that the powers in this paragraph contained must be actually invoked to become effective and that nothing herein contained shall cause any limitation periods prescribed in the Limitations Act of Alberta, or any similar or replacement legislation, to commence to run unless and until the Mortgagee shall actually exercise the option hereinbefore contained. It is further agreed that the issuance of a Statement of Claim shall itself be sufficient notice of the exercise, by the Mortgagee, of its option herein contained.

AND the Mortgagor further covenants that the Mortgagee shall not be bound to pursue action on its covenant or in debt together with an action to realize upon the security created herein, but the Mortgagee shall have the right to commence separate actions on each and every covenant should it so desire, with separate action in foreclosure should it so desire. Judgment in any one action shall not operate to merge any rights of the Mortgagee to separately pursue other covenants, or foreclosure action.

4. THAT

(a) The Mortgagor shall forthwith insure and during the continuance of this security keep insured in favour of the Mortgagee, against loss or damage by fire and, as the Mortgagee may require, insure against loss or damage by tempest, tornado, cyclone, lightning and such other risks and perils as the Mortgagee may deem expedient, each and every building on the Lands and which may hereafter be erected thereon, both during erection and thereafter, and all chattels secured herein, for the full insurable value thereof in lawful money of Canada. In the case of commercial properties this covenant shall in addition include boiler, plate glass, rental and public liability insurance in an amount satisfactory to the Mortgagee.

(b) Prior to the making of any advance by the M ortgagee, the Mortgagor shall forthwith assign, transfer and deliver over unto the Mortgagee a policy or policies and receipts thereto appertaining evidencing such insurance, and at least fifteen days prior to the expiry of a policy or at least five days prior to the date fixed for cancellation of a policy should notice of cancellation be given, the Mortgagor shall

deliver to the Mortgagee evidence of renewal or replacement.

(c) Every policy of insurance shall be effected in such terms and with such insurer as may be approved by the Mortgagee; the loss under each policy shall be made payable to the Mortgagee with preference in its favour over any claim of any other person and each policy shall be retained by the Mortgagee during the currency of this loan. Should an insurer at any time cease to have the approval of the Mortgagee, the Mortgagor shall effect such new insurance as the Mortgagee may desire.

(d) In the event of failure on my part to execute any obligation undertaken under this section, the Mortgagee may effect such insurance as it deems proper and the Mortgagor covenants to repay to the Mortgagee all premiums paid by it, and the amount of such premiums, from the date same are actually paid by the Mortgagee, shall in the meantime be added to the principal sum and shall be a charge upon the Lands and shall bear interest at the rate aforesaid.

(e) In case of loss or damage, the M ortgagor shall immediately notify the Mortgagee and the Mortgagee shall have the right to apply the funds wholly or in part in reduction of the indebtedness hereby secured notwithstanding that no amount at such time may be due and payable under the terms of repayment, or the funds, at the Mortgagee's sole discretion, may be used to meet costs of repair or reconstruction or may be paid in whole or in part to the Mortgagor, or to its assigns in which event the sum shall not be credited on the mortgage account, or partly in one such manner and partly in another. No damage may be repaired nor any reconstruction effected without the approval of the Mortgagee. The Mortgagee, may, at its option in case of loss or damage by fire, declare the whole amount of the principal monies hereby secured along with any unpaid interest, to be due and payable. It is further agreed that the issuance of a Statement of Claim shall itself be sufficient declaration, by the Mortgagee, of its election to declare the balance outstanding to be due and payable.

(f) The Mortgagor hereby assigns absolutely to the Mortgagee all of its rights to, and interest in, any insurance proceeds payable with respect to the improvements to the Lands and the contents thereof.

5. THAT all m oneys received by virtue of any policy or policies of insurance may, at the option of the Mortgagee, either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the building(s) on the Lands, or in or towards the payment of the last instalment of principal falling due under and by virtue of these presents and in the case of a surplus in or towards the payment of the instalment next preceding in point of time of payment, and so on until the whole of the principal hereunder shall be paid, and in the case of a surplus, then in or towards payment of interest at the rate aforesaid and so on until the whole of the principal sum and interest hereunder shall be fully paid and satisfied, the balance, if any, to be paid to the Mortgagor.

6. THAT the Mortgagor will furnish, forthwith on the happening of such loss or damage by fire or other hazard or peril, and at its expense, all the necessary proofs of loss and to do all the acts necessary to enable the Mortgagee to obtain payment of the insurance moneys.

7. THAT for the purpose of better securing the punctual payment of the interest on the said principal sum, the Mortgagor does hereby attorn to and become tenant of the Mortgagee for the Lands, at a yearly rental equivalent to the annual interest payable hereunder, to be paid in manner and on the days and times before appointed for the payment of the said interest; and on payment thereof shall be taken to be, and shall be, in satisfaction of the said interest; but nothing in this provision shall make the Mortgagee chargeable or accountable as

Mortgagee in possession. Provided also, that the Mortgagee may at any time after default in payment or performance of any covenant or condition hereunder, enter into and upon the Lands, or any part thereof, and determine the tenancy hereby created, without giving any notice to quit.

8. THAT if the Mortgagor defaults in payment of any part of the said principal or interest or any other moneys hereby intended to be secured on any day or time hereinbefore limited for the payment thereof, it shall and may be lawful for the Mortgagee, and the Mortgagor does hereby grant full power and license to the Mortgagee to enter, seize and distrain upon the Lands, or any part thereof, and by distress warrant to recover by way of rent reserved, as in the case of a demise of the Lands, as much of the said principal, interest and other moneys as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.

9. THAT if the Mortgagor defaults in payment of the principal sum and interest thereon or any part thereof at any of the before appointed times, then the Mortgagee shall have the right and power, and the Mortgagor does hereby covenant with the Mortgagee for such purpose, and does grant to the Mortgagee full license and authority for such purpose, when and so often as in its discretion it shall think fit, to enter into possession, either by itself or its agent, of the Lands, and to collect the rents and profits thereof, and to make any demise and at such rent as it shall think proper, and that any proceedings for sale or foreclosure may be taken either before or after and subject to such demise or lease. To better give effect to the provisions of this paragraph, the Mortgagor hereby assigns to the Mortgagee all rents due or accruing due, present and future, with respect to the Lands. Nothing in the foregoing provisions shall make the Mortgagee chargeable or accountable as a Mortgagee in possession.

10. THAT the Mortgagee shall be entitled (in addition and without prejudice to all its other rights and privileges) forthwith to apply for and obtain the appointment of a Receiver or Manager, or Receiver and Manager or Receiver-Manager (hereinafter referred to as the "Receiver") of the Lands and of the rents, issues and profits thereof without the necessity of first exercising its right to enter into possession and every such Receiver shall be deemed the agent of the Mortgagor, and the Mortgagor shall be solely responsible for the acts or defaults of the Receiver and the Receiver shall have power to demand, recover and receive all the income of the property of which he may be appointed Receiver by action, distress or otherwise, either in the name of the Mortgagor or the Mortgagee, and give effectual receipts therefor and every such Receiver may by writing at the discretion of the Mortgagee be vested with any or all of the powers and discretions of the Mortgagee herein contained and such Receiver may complete or carry on the business of the Mortgagor relating to the Lands or any part thereof and in so doing shall have the same powers as the Mortgagor would have had in carrying on the same if it had not been in default hereunder, and for such purpose, the Receiver may borrow or raise money by way of security on all or any part or parts of the Lands, either in priority to this Mortgage or otherwise, and may exercise all the powers conferred upon the Mortgagee hereby; AND THAT the Receiver may be removed, AND THAT if any Receiver is removed, dies or refuses to act or becomes incapable of acting a new Receiver may be appointed from time to time by the Mortgagee; AND THAT the Mortgagee may from time to time fix the remuneration of every Receiver and may recompense every such Receiver for all disbursements properly incurred by it in carrying out its duties, and its fees and such payments shall be added to the principal herein and be a charge upon the Lands and shall be payable on demand and shall bear interest at the rate then in effect, but the Mortgagee shall not be deemed to be a mortgagee in possession and shall not be accountable except for the monies actually received by it and the person paying money to, or in any way dealing with, the Receiver shall not be concerned to inquire whether any case has happened to authorize the Receiver to act and that subject to the retention of its remuneration and disbursements as aforesaid, the Receiver shall apply all monies received by it in such of the following modes and in such order or priority, subject to the order of any court of competent jurisdiction, or as otherwise provided at law, as the

Mortgagee may from time to time at its option direct in writing, namely: IN discharge of all rents, taxes, rates, assessments and outgoing whatever affecting the Lands; and payment of all annual sums or other payments; and in making any payments due under any prior mortgage or lien; and in payment of any premiums for fire, or other insurance, if any, properly payable under this Mortgage, payment of which is directed or confirmed in writing by the Mortgagee; and in payment of the cost of executing necessary or proper repairs to the Lands or any part thereof directed or confirmed in writing by the Mortgagee; and in payment of the cost of carrying out or executing any of the powers, duties or discretions which vest in or may be vested in the Receiver by reason of the provisions contained in this Paragraph; and in payment of the interest accruing due under this Mortgage, and in or towards the discharge of the principal monies or any instalments thereof and solicitors' costs and other monies due and payable under this Mortgage, if and to the extent directed in writing by the Mortgagee; and shall pay the residue, if any, of the money received by it to the person who, but for the possession of the Receiver, would have been entitled to receive the income.

11. THAT the Mortgagor will pay all taxes, utilities and rates, condom inium levies, liens, charges, and encumbrances, which are now or may hereafter be levied or charged against the Lands, or on this Mortgage or on the Mortgagee in respect of this Mortgage and that the Mortgagee may at such time or times as it may deem necessary, without the concurrence of any other person, make arrangements for the repairing, finishing, adding to or putting in order any building or buildings, or improvements on the Lands and for managing and taking care of the Lands and prem ises and may pay any such taxes, utilities and rates and any liens, condominium levies, charges or encumbrances upon the Lands, and moneys for insurance, and the amount so paid or indebtedness incurred as aforesaid by the Mortgagee, together with all costs, charges and expenses which may be incurred in connection therewith or in the taking, recovering and keeping possession of the Lands or inspecting the same (including allowances for such purpose) and generally in any other steps or proceedings, whether in Court or not, taken to protect his security or realize the moneys hereby secured, or to perfect the title to the Lands, shall become part of the principal hereby secured and be a charge on the Lands in favour of the Mortgagee, and shall be payable forthwith by the Mortgagor, its heirs, executors, administrators, successors or assigns to the Mortgagee with interest at the rate aforesaid from the date of payment of same by the Mortgagee, and in default, proceedings for sale or foreclosure may be taken in addition to all other remedies. In the event of the money hereby advanced, or any part thereof, being applied to the payment of any charges or encumbrances, the Mortgagee shall stand in the position of and be entitled to all the rights and remedies, whether legal or equitable of the person or persons so paid, whether any such charges or encumbrances have or have not been cancelled from the titles respecting the Lands.

12. THAT in the event the Lands are vacant or apparently vacant, or in the event it would appear that there is any present or future risk of destruction or damage to the Lands, whether or not the Mortgagor defaults under the terms of this Mortgage, the Mortgagee shall have the right to enter any building located upon the Lands, and shall have the right to forcibly enter if necessary, for the purpose of preserving said building and maintaining adequate electricity and heat to the premises. The Mortgagee shall not by such action be deemed to be a Mortgagee in possession and shall not be considered a trespasser. All of the Mortgagee's costs with respect to so protecting or preserving the premises, or in m aintaining heat or electricity, shall be added to the principal secured herein and shall be a charge upon the Lands.

13. THAT, subject as hereinafter in this paragraph provided, the Mortgagor covenants to pay when and as the same fall due all taxes, rates, condominium levies, liens, charges, encumbrances or claims which are or may be or become charges or claims against the Lands or on this Mortgage or on the Mortgagee in respect of this Mortgage. Provided that in respect of municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the Lands, the Mortgagee shall have the right to collect the

said taxes in the following manner:

(a) The Mortgagee may deduct from any advance of the moneys secured by this Mortgage an amount sufficient to pay the taxes which are due or accruing due as at the date of the advance.

(b) After the date for adjustment of interest the M ortgagor shall pay to the Mortgagee in monthly instalments on the dates on which instalments of principal and interest are payable hereunder, sums estimated by the Mortgagee to be sufficient to pay the whole amount of taxes on or before the due date for payment thereof or, if such amount is payable in instalments, on or before the due date for payment of the first instalment thereof;

(c) Except as provided in the last preceding clause, the Mortgagor shall, in each and every month, pay to the Mortgagee one-twelfth of the amount (as estimated by the Mortgagee) of the taxes next becoming due and payable; and shall also pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceed such estimated amount.

The Mortgagee agrees to apply such deduction and payments on the taxes chargeable against the Lands so long as the Mortgagor is not in default under any covenant, proviso or agreement contained herein, but nothing herein contained shall obligate the Mortgagee to apply such payments on account of taxes more often than yearly. Provided however, that if, before any sum or sum s so paid to the Mortgagee shall have been so applied, there shall be default by the Mortgagor in respect of any payment of principal or interest as herein provided, the Mortgagee may apply such sum or sums in or towards payment of the principal and/or interest in default. The Mortgagor further covenants and agrees to transmit to the Mortgagee the assessment notices, tax bills and other notices affecting the imposition of taxes and rates, condominium levies, liens, charges and encumbrances, forthwith after the receipt of same.

The Mortgagor further agrees that it shall not be entitled to any interest on any monies paid by it to the Mortgagee on account for the taxes, rates, liens, charges, or claims above noted.

Notwithstanding the foregoing, the Mortgagee shall not be obliged to collect taxes as aforesaid.

14. THAT upon default being made in payment of any of the moneys hereby secured, the Mortgagee shall be entitled to sell and convey the Lands and premises, without entering into possession of the same and without giving any notice to the Mortgagor of its intention so to do, and either before or after and subject to any demise or lease made by the Mortgagee as hereinbefore provided. Provided that any sale made under the powers hereby given may be on such terms as to credit or otherwise as shall appear to the Mortgagee most advantageous, and for such price as can be reasonably obtained therefor, and that sales may be made of any portion or portions of the Lands and premises, from time to time to satisfy any interest or any part of the principal overdue, leaving the principal balance thereof to run at interest payable as aforesaid, and the Mortgagee may make any stipulation as to the title or otherwise as to the Mortgagee may seem proper, and the Mortgagee may rescind or vary any contract for sale of any of the Lands and premises, and resell without being responsible for any loss occasioned thereby; and for any of the said purposes m ay m ake and execute such agreements and assurances as shall be by the Mortgagee deemed necessary.

15. THAT in the event the Mortgagor defaults under any covenant, proviso, or agreement contained herein, then, in this event, it irrevocably appoints the Mortgagee as attorney on its behalf to execute such Agreements for Sale or Transfers of Land as may be necessary to effect the sale of same.

16. THAT in the event that this Mortgage is granted and approved by the Mortgagee as a

second or other subsequent charge upon the Lands, the Mortgagor covenants and agrees that it will well and truly pay all money accruing due under all prior mortgages and encumbrances charging the Lands, as and when the same shall become due, and that it will well and truly observe and perform the covenants of the Mortgagor or encumbrancer in any prior mortgage or encumbrance contained and in the event it defaults in payment of the said moneys due under any prior mortgage or encumbrance or shall fail to observe or perform the covenants of the Mortgagor or encumbrancer in any prior mortgage or encumbrance contained then such default or failure shall constitute default under this Mortgage; AND FURTHER that in the event of default in payment of the moneys due under any prior mortgage or encumbrance, the Mortgagee shall have the right, but not the obligation, to pay the same and any moneys so paid by the Mortgagee herein shall forthwith be due and payable to the Mortgagee together with interest thereon at the rate herein mentioned, and shall be added to the principal herein and be a charge upon the Lands and shall be recoverable, inter alia, by foreclosure proceedings along with other moneys secured by this Mortgage.

17. THAT the Mortgagor shall not be entitled to a discharge of this Mortgage until and unless it shall have kept and performed all the covenants, provisos, agreements and stipulations herein contained, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and further covenants with the Mortgagee that it shall and will in everything do, perform and keep all the provisions and covenants in these presents, according to the true intent and meaning thereof.

18. THAT the Mortgagee shall not be bound for any reason whatsoever to advance the money hereby intended to be secured nor shall the Mortgagee, in the event of advancing or having advanced a portion, be bound to advance the balance thereof. And it is further agreed that the Mortgagee may release any part or parts of the Lands at any time in its sole discretion, either with or without any consideration therefor, without responsibility therefor and without thereby releasing any other part of the Lands, or any collateral security, or any person from this Mortgage, and from any of the covenants herein contained or contained in any collateral security.

AND further, if any portion of the principal sum secured by this Mortgage shall not be advanced at the date hereof the Mortgagee may advance the same in one or more sums at any future date or dates and the amount of such advances, when so m ade, shall be secured by this Mortgage and be repayable with interest as above provided, and shall be considered and treated as having been so secured and advanced as at the date of this Mortgage. The advance in part of the principal sum shall not bind the Mortgagee to advance the whole of the principal sum or any unadvanced portion thereof, but nevertheless the charge or mortgage by this Mortgage created shall take effect forthwith on the execution of the Mortgage.

AND further, all advances of the principal sum, which are repaid to the Mortgagee, may from time to time be readvanced, in whole or in part, by the Mortgagee, and such readvances shall form part of the principal herein and be a charge upon the Lands. (The principal sum may accordingly be repaid in full and re-advanced thereafter. This Mortgage shall therefore remain as security until a discharge of same has been signed by the Mortgagee.) This Mortgage shall be considered to be a revolving line of credit mortgage up to the principal sum secured herein and shall take priority pursuant to the appropriate provisions of the Land Titles Act of Alberta.

19. THAT any erection, machinery, fixed or otherwise, buildings or improvements now or hereafter put upon the Lands shall thereupon become fixtures, and be part of the realty and form a part of this security.

20. THAT in case of default being made in any of the covenants, agreements, provisos, and stipulations herein contained, or that are contained in any collateral security, and by reason

of such default the Mortgagee considers it necessary to place this Mortgage in the hands of its solicitors (whether for the purpose of pursuing the Mortgagor on the covenant to pay, of realization on the security, or both) then the Mortgagor covenants and agrees with the Mortgagee to pay the full costs of the said solicitors as between solicitor and its own client. Any costs incurred by the Mortgagee to its solicitor shall, at the time the costs are incurred, be principal outstanding and shall bear interest as set out in this Mortgage and shall be a charge on the Lands.

21. THAT in the event the Mortgagee considers it necessary to pursue any collateral security to this Mortgage, and places same in the hands of its solicitors, then the Mortgagor covenants and agrees with the Mortgagee to pay the full costs of the said solicitors, as between solicitor and its own client. Any such costs incurred by the Mortgagee to its solicitors shall, at the time the costs are incurred, be principal outstanding and shall bear interest as set out in this Mortgage, and shall be a charge on the Lands.

22. THAT during the existence of this Mortgage, the Mortgagor will not permit or suffer any act of waste upon the Lands, and will during the existence of these presents well and sufficiently repair, maintain, mend and keep the buildings now or hereafter on the Lands and all fixtures and things thereunto affixed in good and substantial repair. Should the Mortgagor sell the Lands during the existence of this Mortgage, with the Mortgage being assumed, such sale shall not relieve the Mortgagor of its obligations contained in this paragraph, and it shall be liable to the Mortgagee for any damages resulting from the breach of its covenant herein, NOTW ITHSTANDING such damages may be caused by the purchaser, or subsequent purchasers.

23. THAT, in case that this is a mortgage on farm lands the Mortgagor agrees that the Mortgagee may insure the crops now or hereafter on the Lands if any of the Lands are now or shall thereafter be brought under cultivation, for the amount of their full insurance value against loss or damage by hail and all premiums therefor shall be recovered and that the Mortgagor will if any part of the Lands be now under cultivation or if any part of the Lands shall hereafter during the continuance of this security be brought under cultivation, cultivate all such part or parts in the most approved husbandlike manner so as to maintain the Lands in a good state of cultivation; PROVIDED, however, that the Mortgagor may summer-fallow in good farmerlike manner one-third of all broken acres of such cultivated lands (if any) in any year.

24. THAT the waiver of one or more defaults under this Mortgage shall not be construed as a waiver of any subsequent or other default. AND it is further agreed that the foreclosure, cancellation or any other dealings with any other security for the moneys advanced hereunder or secured hereby shall not release or affect this Mortgage and that the taking of this Mortgage or the foreclosure or cancellation thereof or any other dealings with, or proceedings under this Mortgage shall not release or affect any other security held by the Mortgagee for the moneys advanced or secured hereby, and shall not affect the Mortgagee's right to pursue the Mortgagor in debt or upon any other of the covenants in this Mortgage contained.

25. THAT all fees and charges of the Mortgagee's solicitors, on a solicitor and its own client basis, in connection with the preparation and registration of this Mortgage and passing on of title to the Lands shall be paid by the Mortgagor forthwith and if the Mortgagor defaults in paying the same, the Mortgagee may pay the amount of such fees and charges and add the amount so paid to the principal sum hereby secured and it shall thereafter be a charge on the Lands in favour of the Mortgagee and shall be repayable with interest as aforesaid.

26. (a) The Mortgagor has a good title to the Lands;
(b) The Mortgagor has a right to mortgage the Lands;
(c) In case of a default the Mortgagee shall have quiet possession of the Lands free encumbrances;

(d) The Mortgagor will execute such further assurances of the Lands as may be
(e) The Mortgagor has done no act to encumber the Lands other than as disclosed upon Certificate of Title to the Lands as of the date hereof.

27. THAT this Mortgage and all the covenants herein shall be binding upon and enure to the benefit of the executors, administrators, successors and assigns of the parties hereto respectively and wherever the singular or masculine is used throughout this Mortgage, the plural or feminine or body corporate shall be implied wherever the context so requires. And it is further agreed that if this Mortgage is entered into and executed by more than one person then all the covenants and stipulations herein contained and implied shall apply to and be binding upon all Mortgagors jointly and severally.

28. THAT the Mortgagor is aware of the provisions of the Law of Property Act of Alberta, or any legislation similar thereto or in replacement thereof, whereby it is provided that in any action brought upon any mortgage of land the remedy of the Mortgagee is limited to the land alone and no action shall lie on the covenant for payment contained in such mortgage, and in consideration of the within Mortgage the Mortgagor hereby waives the said provisions of the said Act and agree with the Mortgagee, its successors and assigns, that in the event that the Mortgagor is in default the Mortgagee may proceed against the Mortgagor under this Mortgage, and on my personal covenants herein contained notwithstanding the provisions of the said act or any legislation similar thereto or in replacement thereof.

29. THAT this Mortgage is collateral security only for the due payment of the indebtedness hereby secured and that the Mortgagee may from time to time extend the time for the payment of the indebtedness hereby secured and may take bills or notes to cover the same or any part thereof and may from time to time renew such bills or notes so that the time for payment of any such indebtedness is extended beyond the time mentioned hereby, without affecting the liability of the Mortgagor hereunder or the security hereby given and nothing but the actual payment and satisfaction of such indebtedness shall discharge the Mortgagor or this Mortgage. Any renewal of this Mortgage shall be at such interest rate and upon such other terms as may be agreed upon by the parties hereto, or by the then registered owner and the Mortgagee, and such interest rate and such other terms as may be agreed upon by the parties hereto, or by the then registered owner and the Mortgagee, and such interest rate and such other terms shall be binding without the necessity of registering an extension or amending agreement against the title to the Lands, on all persons who may take an interest in the Lands subsequent to this Mortgage, notwithstanding that such interest may be at a rate greater than is set out herein.

30. THAT NOTW ITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, it is hereby understood and agreed that in the event of transfer or entering into any agreement of sale or transfer of title of the property hereby mortgaged, without having prior consent in writing of the Mortgagee, this Mortgage shall become immediately due and payable at the option of the Mortgagee and such option may be exercised by notice in writing sent to the Mortgagor by prepaid mail at the address last known to the Mortgagee. In the event that title or possession of the Lands has been obtained by a purchaser or transferee without the prior consent in writing of the Mortgagee the aforesaid option may be exercised by notice in writing sent to the aforesaid purchaser or transferee by prepaid mail at the address of the aforesaid purchaser or transferee last known to the Mortgagee. It is further agreed that the issuance of a Statement of Claim shall itself be sufficient notice of the exercise, by the Mortgagee, of its option herein contained.

31. THAT in the event of discharge the Mortgagor will pay all costs of discharge including legal fees for preparation of discharge and the Mortgagee shall have a reasonable time to prepare and provide the discharge documents.

32. THAT it is hereby agreed that this Mortgage is taken as collateral security only for the due payment of the said indebtedness and interest thereon and none of the rights and remedies

of the Mortgagee in respect of the indebtedness or in respect of any note, cheque or other security now or hereafter acquired shall in any way be delayed or prejudiced by these presents.

33. THAT the terms of repayment of and the rate of interest payable under this Mortgage may be varied, extended, increased or decreased or otherwise amended as the Mortgagee and the then registered owner(s) of the Mortgagor's current interest in the Lands may determine and agree in writing, from time to time and whether before, as at, or after the then maturity date of this Mortgage, and all of the same without prejudice to the rights of the Mortgagee against either the initial Mortgagor hereunder or any other person(s) liable for the payment of the monies secured by this Mortgage; further any alteration aforesaid may but need not be registered against the Lands and whether or not so registered, this Mortgage, as so altered, shall rank in priority to any and all interests registered against the Lands subsequent to the registration of this Mortgage as if and to the extent that said alteration had been registered before the registration of any of said subsequent interests.

34. THAT in the event the Lands are wholly or partially taken by expropriation or by the right of an eminent domain, or any similar such taking, then the following shall apply:

    (a) The entire balance of principal or interest then outstanding shall forthwith and without demand or notice become due and payable;

    (b) The Mortgagor hereby assigns to the Mortgagee the full proceeds to be obtained or acquired in any such taking and further assign to the Mortgagee the Mortgagor’s right to negotiate settlement on its behalf with the taking authority.

35. THAT the Mortgagor pledges and charges to and in favour of the Mortgagee, as additional security for the sums advanced under this Mortgage, all appliances which shall include, but not be limited to, the following: refrigerator, freezer, dishwasher, stove, and microwave oven, and whether same shall be built-in or movable in nature and whether currently at the Lands or later brought onto the Lands and the Mortgagor further agrees not to remove these appliances while there are any sums outstanding to the Mortgagee.

36. THAT in the event the Mortgagee is a Credit Union, this Mortgage shall be and is deemed to be a Loan Agreement pursuant to the requirements of the Credit Union Act of Alberta or any legislation similar thereto or in replacement thereof.

37. THAT the Mortgagor acknowledges and agrees that the terms and conditions of the offer of credit giving rise to this Mortgage, addressed to the Mortgagor and accepted by the Mortgagor (as amended from time to time, herein called the "Commitment Letter"), are hereby incorporated by reference as terms and conditions of this Mortgage and shall not merge herein and that default in any of such terms or conditions shall constitute default hereunder and that in the event of any conflict, the terms and provisions of the Commitment Letter shall govern.

38. THAT any default by the Mortgagor under any of the terms, covenants, provisos or conditions of any other security granted as additional or collateral security to this Mortgage shall, at the election of the Mortgagee, constitute and be deemed a default under this Mortgage.

39. THAT in the event of the Mortgagor further encumbering its assets or making direct or indirect changes in its ownership, without the prior written consent of the Mortgagee, which consent shall not be unnecessarily withheld provided that the Mortgagor is not then in default hereunder, all monies hereby secured with accrued interest thereon shall immediately become due and payable at the Mortgagee's option and sole discretion.

40. THAT in the event the Lands or part of the Lands is a condominium after the Condominium

Property Act of Alberta or similar legislation, the following shall apply:

(a) "Condominium Corporation" as used herein means the Condominium Corporation of which the Mortgagor is a member by virtue of the ownership by the Mortgagor of the condominium unit being charged by this Mortgage.

(b) The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee all its rights which now exist, or may hereafter come into existence, to vote at meetings of the Condominium Corporation:

(i) In all cases in which a unanimous or special resolution is required by the Condominium Property Act of Alberta as amended, the By-Laws of the Corporation, or any Agreement with the Condominium Corporation,

(ii) In all other cases other than as referred to in Subclause (i) of this Clause (b), provided that in the event the Mortgagee is either not present, or present by proxy, if present, does not wish to vote, then the Mortgagor may exercise the voting right without further authority.

(c) The Mortgagor hereby covenants and agrees to execute any documents which the Mortgagee may request the Mortgagor to execute, including, but not limited to proxies if required, in order to give effect to the assignment of the aforesaid voting rights of the Mortgagee.

(d) The Mortgagor hereby covenants and agrees to execute any documents which the Mortgagee may request the Mortgagor to execute, including, but not limited to proxies if required, in order to give effect to the assignment of the aforesaid voting rights of the Mortgagee.

(e) The Mortgagor agrees to observe and perform all covenants and provisions required to be observed and performed pursuant to:

(i) The terms of this Mortgage;

(ii) The Condominium Property Act of Alberta, all amendments thereto, and any legislation passed in substitution thereof, and

(iii) The By-Laws and Regulations of the Condominium Corporation and any amendments thereto.

(f) The Mortgagor further covenants and agrees that where it defaults in its obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, instalment or payment due to the Condominium Corporation or upon breach of any covenant or provision hereinbefore in this paragraph contained, including those covenants or provisions referred to in Clause (d) hereof, regardless of any other action or proceeding taken to be or taken by the Condominium Corporation, the Mortgagee, at its option and without notice to the Mortgagor, may deem such default to be default under the terms of the Mortgage and proceed to exercise its right herein.

(g) Upon default herein and notwithstanding any other right or action of the Condominium Corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments or payments due to the Mortgagee or arising under any of the clauses herein contained.

(h) The Mortgagee shall have the right to pay any condominium levies in arrears, whether or not same rank in priority to this Mortgage; and any money so paid shall

be repayable by the M ortgagor forthwith and shall be added to the principal herein and shall be a charge upon the Lands.

41. THAT the Mortgagor represents and warrants to the Mortgagee that neither the Mortgagor, nor to the best of its knowledge, any other person, have ever caused or permitted any hazardous materials to be placed, held, located, or disposed of on, under or at the Lands, (except in compliance with applicable laws) and that its business and assets are operated in compliance with the applicable laws intended to protect the environment (including, without limitation, laws respecting the disposal or emission of hazardous materials).

42. THAT the Mortgagor further represents and warrants to the Mortgagee that no enforcement actions with respect to environmental matters relating to the Lands are threatened or pending, and that to the best of its knowledge there are no violations of any federal, provincial, or local environmental laws with respect to the Lands. The Mortgagor covenants and agrees that, if any such violation should come to its attention during the currency of this Mortgage, the Mortgagor shall immediately notify the Mortgagee of same.

43. THAT the Mortgagor covenants and agrees that it will, at all times during the continuance of this Mortgage, operate the Lands in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the disposal or emission of hazardous materials) and shall permit the Mortgagee to conduct inspections and appraisals of all or any of its records, business and assets, at any time, from time to time, to ensure such compliance. The Mortgagor shall promptly pay all of the costs and expenses of conducting such inspections and appraisals, including costs on a solicitor-and-its-own-client basis, in default of which such costs and expenses shall immediately be added to the principal monies hereby secured, and shall be a charge against the Lands and shall bear interest at the mortgage rate until repaid. The Mortgagor hereby indemnifies the Mortgagee, its officers, directors, employees, agents, and shareholders and agree to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any, and every kind whatsoever, relating to the hazardous materials placed, held, located, or disposed of on the Lands, including without limitation:

(a) Costs, on a solicitor-and-own-client full indemnity basis, of defending and/or counterclaiming or claiming against third parties in respect of any action or matter; and

(b) Any costs, liability or damage arising out of a settlement of any action entered into by the Mortgagee, with or without my consent, which at any time, from time to time, may be paid, incurred or asserted against any of them for, with respect to, or as a direct or indirect result of, the presence on or under, or escape, seepage, leakage, spillage, discharge, emission, or release from the Lands, or into or upon any lands, the atmosphere, any water course, body of water or wetland, of any hazardous materials; and

(c) A reduction in the value of the Lands.

44. THAT this Mortgage shall be governed by the Laws of the Province of Alberta. In the event action under this Mortgage is commenced in a court of competent jurisdiction in the Province of Alberta, the Mortgagor hereby agrees to attorn to the jurisdiction of the Alberta Court in the said action.

45. The M ortgagor agrees that this Mortgage is a continuing collateral security and that the total amount hereby secured, including interest, is the aggregate amount of all Debt Instruments up to the amount specified as the Principal Amount, including any sum advanced, or readvanced, in stages or at any future time, and such Debt Instruments shall include all current or running accounts and all moneys and liabilities whether direct or indirect, absolute or contingent, now or hereafter owing, wheresoever or howsoever incurred

from or by the Mortgagor, as principal, surety, or guarantor, whether alone or jointly with any other person and in whatever name style or firm, whether otherwise secured or not and whether arising from dealings between the Mortgagee and the Mortgagor, including all interest, damages, costs, charges and expenses which may become due or payable to the Mortgagee or may be paid or incurred by the Mortgagee, upon or in respect of the said money and liabilities or any portion thereof, all premiums of insurance upon the buildings, fixtures, and improvements now or hereafter brought or erected upon the Lands (which buildings, fixtures, improvements and the Lands and premises shall hereinafter be referred to as the "Mortgaged Property" unless the context otherwise provides), which may be paid by the Mortgagee and taxes (hereinafter collectively referred to as the "Indebtedness").

46. THAT for the better securing to the Mortgagee the repayment in manner aforesaid of the said principal and interest and other charges and money hereby secured the Mortgagor does hereby mortgage to the Mortgagee all its estate and interest in the Lands.

47. If the Mortgagee requires other agreements, documents, mortgages, security agreements, assignments of rentals, assignments of leases or any other securities (herein referred to collectively as "Other Securities") in connection with this mortgage loan or as a condition precedent to the advance of the loan proceeds or any portion thereof, then the Mortgagor shall provide the Mortgagee such of the Other Securities as may be required by the Mortgagee in form and content satisfactory to the Mortgagee.

48. Default under a Debt Instrument or Other Securities constitutes default under any of the other Debt Instruments or Other Securities as may have been granted to the Mortgagee, and default under any other Debt Instrument or Other Securities granted to the Mortgagee constitutes default hereunder, and the Mortgagee may, upon default under any thereof pursue its remedies separately under each of the Debt Instruments or Other Securities and this Mortgage, or jointly all together, or join one with any other or others of the Debt Instruments, Other Securities and this Mortgage, without any of the rights and remedies of the Mortgagee not so pursued merging therewith or with any action or judgment with respect thereto. Default under this Mortgage constitutes default under any other mortgage(s) or encumbrance(s) or Debt Instruments or Other Securities granted by the Mortgagor in favour of the Mortgagee. Default under any other mortgage(s) or encumbrance(s) or Debt Instruments or Other Securities granted by the Mortgagor in favour of the Mortgagee constitutes default under this Mortgage.

49. The Mortgagor agrees with the Mortgagee as follows:

    (a) The security granted by the Mortgagor to the Mortgagee for each of the credit facilities is also granted by the Mortgagor to the Mortgagee as security for all of the credit facilities;

    (b) The Mortgagee can enforce any or all of the security to recover payment on any or all of the credit facilities.

Signature Page follows.

IN WITNESS WHEREOF the Mortgagor has hereunto subscribed its name (and affixed its corporate seal by its duly authorized officers in that behalf) this 05 day of July, 2021.

1998643 ALBERTA LTD.

Per: _____

I/we have the authority to bind the Corporation

_____

Witness

Per: _____

AFFIDAVIT OF EXECUTION

Canada

Province of Alberta

To Wit:

I, _____ of _____ in the Province of Alberta MAKE OATH AND SAY:

1. THAT I was personally present and did see _____ who is personally known to me, duly sign and execute the same on behalf of 1998643 Alberta Ltd. for the purpose named therein.

2. THAT the instrument was signed at Calgary, in the Province of Alberta, and I am subscribing witness thereto.

3. THAT I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at the City of Calgary, in the Province of Alberta, this _____ day of _____, 2021.

_____
A Commissioner for Oaths in and for Alberta

_____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of _____, in the Province of Alberta MAKE OATH AND SAY:

1. I am an officer or a director of 1998643 Alberta Ltd. named in the within or annexed instrument (or caveat).

2. I am authorized by the Corporation to execute the instrument (or caveat) without affixing a corporate seal.

SWORN before me at the City of Calgary, in the Province of Alberta, this _____ day of _____, 2021.

_____
A Commissioner for Oaths in and for Alberta

_____

This is Exhibit "X" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

THIS ASSIGNMENT is made the 5 day of July, 2021.

BY:

1998643 ALBERTA LTD.
(the “Borrower” or the "Assignor")

IN FAVOUR OF:

CONNECT FIRST CREDIT UNION LTD.
(the “Lender” or the "Assignee")

ASSIGNMENT OF LEASES AND RENTS

RECITALS

WHEREAS:

A. The Assignor is registered, or is entitled to become registered, as owner of an estate in fee simple of the lands described in Schedule "A" (which, together with the buildings and improvements now and hereafter erected thereon, are, in this Assignment referred to as the "Premises").

B. The Assignor has agreed to deliver this Assignment in favour of **CONNECT FIRST CREDIT UNION LTD.** as additional security for the obligations of the Assignor under that certain Mortgage dated of even date (in this Assignment referred to as the "Mortgage") in terms whereof the Assignor, inter alia, mortgaged the Premises to the Assignee to secure the repayment of the maximum amount of **EIGHT MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($8,850,000.00)** with interest and other charges as are in the Mortgage provided.

C. In accordance with the terms of the Mortgage, and as collateral security for the obligations of the Borrower under the Mortgage, the Borrower agreed to assign to the Lender all Leases or Agreements to Lease now or hereafter existing of the Premises or any part thereof, including without limitation those existing leases, if any, more particularly described in Schedule “B” (collectively and/or individually as the Lender may require "the Leases" and sometimes "Lease") and all of the rents reserved and payable and to become payable thereunder and all benefits and advantages to be derived therefrom.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH that in consideration of the advance or any portion thereof made by the Lender to the Borrower in accordance with and pursuant to the Mortgage, for other good and valuable consideration (the receipt and adequacy of which is hereby conclusively acknowledged by the Assignor) the Assignor agrees with the Assignee as follows:

1. ASSIGNMENT

The Assignor hereby grants, assigns, transfers and sets over unto the Assignee all of its present and future right, title and interest in and to the Leases and any and all renewals thereof, together with all rents and other considerations now or hereafter reserved and payable and to become payable under the Leases and any renewals thereof and every lease or tenancy or agreement to lease in substitution thereof, and all other benefits and advantages now or hereafter to be derived therefrom including the right in the event of default being made at any time by the Assignor in any of the covenants contained in the Mortgage and with or without legal action or by distress proceedings or otherwise as may be required to demand, collect, sue for, recover, receive and give receipts for rents and other considerations and also the full benefit of powers, covenants and

provisos now or hereafter contained in the Leases with full power and authority to use the name of the Assignor, its successors and assigns, to enforce the performance of the said powers, covenants and provisos now or hereafter contained in the Leases and under this Assignment and the right to alter the terms of any one or more of the Leases.

2. EXCEPTION AS TO LAST DAY OF TERM

Notwithstanding anything else herein contained, the last day of the term of each of the Leases (in this Assignment referred to as the "Residue") shall be excluded from the provisions of 1 above, provided that the Assignor shall stand possessed of the Residue upon trust to assign or dispose thereof as the Assignee may direct, and upon any further assignment of such of the Leases by the Assignee, the Assignor hereby appoints the Assignee its lawful attorney to execute all deeds or documents in its name, for the purpose of vesting the Residue unto and into the name of such subsequent Assignee.

3. RESTRICTIONS

(a) Nothing herein contained nor the collection of any rents due under the Leases, nor any action taken by the Assignee as a result thereof, shall unless the Assignee shall otherwise require, be construed:

(i) as an assumption by the Assignee of any obligations, liabilities or covenants of the Assignor or any other person, now or hereafter contained in the Leases, and the Assignor notwithstanding the within assignment agrees if required by the Assignee to remain liable to (all of or any of) the tenants of the Leases (designated by the Assignee) for said obligations, liabilities and covenants, as contained in the Leases, and upon failure to enforce, carry out and perform the said obligations, liabilities and covenants, the Mortgage shall be deemed to be in default, and the powers of sale therein contained or contained in any of the security documents provided for therein, and/or any other remedies, which the Assignee may have on default thereunder may be enforced;

(ii) to create or to give rise to the relationship of mortgagee in possession between the Assignor and the Assignee or any other person interested in the Premises so as to render the Assignee in any way accountable or liable as mortgagee in possession, and the Assignee shall be liable to account only for such monies as are actually received by it by virtue of these presents, less all proper costs of collection including any legal costs incurred by the Assignee and its solicitor, and the net amount of such monies as are actually received by the Assignee, in its sole discretion, may be applied on account of the monies (as defined in the Mortgage) due, payable or owing under the Mortgage or may be paid to the Assignor or any combination thereof.

(b) Unless otherwise required by the Assignee, the Assignee shall not by reason of this Assignment or otherwise howsoever, be responsible or liable for the collection of any rents in whole or in part which may be payable from time to time under the Leases or for the non-performance of the covenants contained in the Leases on the part of the Assignor to be observed, kept and performed, nor shall the Assignee be held responsible or liable for failure to enforce any Leases.

4. COLLECTION OF RENTS

(a) The Assignor may, until default under the Mortgage or under any security granted to the Assignee therefor or a breach of any covenant or proviso herein or therein contained, but not after such default, collect the rents reserved by the Leases as and when the same fall

due, and the Assignor agrees that service by the Assignee of notice to any one or more of the lessees or tenants of the Leases that there has been such default or breach by the Assignor shall be sufficient proof thereof to them or any one or more of them, as the case may be, and each of them shall accept such notice as proof of the fact; and all rents shall after receipt of such notice be paid by each of said lessees or tenants unto the Assignee, and the Assignor hereby acknowledges that such payments shall operate as a discharge to each of said lessees or tenants of and in respect of the rents so paid.

(b) Any rents or other monies reserved by the Leases and received by the Assignor shall if required by the Assignee be received by the Assignor in trust for the Assignee.

5. FURTHER COVENANTS

The Assignor further covenants, warrants and agrees with the Assignee that:

(a) it will promptly and fully perform all covenants in the Leases on its part to be performed and will indemnify and save the Assignee harmless therefrom;

(b) all existing Leases are good, valid and subsisting; that no default exists thereunder and there have been no modifications made or extensions given with respect thereto;

(c) the rents reserved by all existing Leases have not and will not (nor will the rents reserved by any future Leases) be demanded, collected, accepted or paid in advance of the time for payment thereof, or other than in the manner provided in the Leases;

(d) it will not alter or modify the terms of any of the Leases in any way, grant any concessions thereunder, consent to any assignment or sublease, discharge, surrender, terminate, cancel or assign the same or any part thereof without the consent in writing of the Assignee first had and obtained;

(e) the Assignor is the absolute owner of all existing Leases, has not assigned, mortgaged, pledged, hypothecated or otherwise dealt with such Leases and there is no existing right of defence, set off or counterclaim on the part of the lessees or tenants thereof against the Assignor;

(f) the Assignor shall be the absolute owner of all future Leases and shall not assign, mortgage, pledge, hypothecate or otherwise deal with such future Leases, except as herein provided;

(g) if the premises demised by any one or more of the Leases shall become vacant before the monies payable or owing under the Mortgage are fully paid, the Assignor shall, upon occupation thereof by another tenant, execute such further assignments of such of said Leases and the rents payable thereunder as may be required by the Assignee and at the expense of the Assignor; and,

(h) there is no outstanding dispute under any of the existing Leases between the Assignor and any other party thereto.

6. RECITALS

The Recitals are incorporated herein and form a part hereof.

7. SCHEDULES

Any Schedules attached hereto shall form a part hereof.

8. ABSOLUTE

This Assignment shall be deemed to be absolute and effective, provided that it shall become ineffective immediately upon payment in full of the Mortgage, unless otherwise required at any material time by the Assignee as to any one or more of the Leases.

9. ADDITIONAL POWERS

In addition to the rights, powers and remedies granted to the Assignee hereunder, the Assignee shall have all of the additional rights, powers and remedies contained in the Mortgage which shall, with any modification necessary to give meaning and effect thereto, apply hereunder.

10. COPIES OF LEASES

The Assignor shall forthwith after the execution thereof, deliver to the Assignee a true copy of each existing and future Lease.

11. APPLICABLE LAW

This Assignment shall be construed and enforced in accordance with, and the rights of the Assignor and Assignee shall be governed by, the laws of the Province of Alberta. The Assignor hereby irrevocable attorns to the jurisdiction of the Courts in the Province of Alberta.

12. WORDS, PHRASES, SUCCESSORS AND ASSIGNS

It is agreed that the term "Assignor" or "Borrower" and "Assignee" or "Lender" and references thereto shall include the successors and permitted assigns of the Assignor and the successors and assigns of the Assignee respectively; words importing the singular number shall include the plural and vice versa; words importing the use of any gender shall include all genders; and "person" or words importing persons shall include natural persons, firms, partnerships, corporations, regulatory bodies and entities, legal or otherwise, where the context so requires.

13. EXECUTION IN COUNTERPARTS

This Assignment may be executed in several counterparts, and may be delivered by facsimile or by electronic mail in Portable Document Format (PDF), each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and same instrument and, notwithstanding the date of execution, shall be deemed to bear date as of the date written in the beginning of this Assignment.

THIS ASSIGNMENT has been executed at Calgary, Alberta as of the date set out above.

1998643 ALBERTA LTD.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

SCHEDULE “A”

PLAN 0820855
BLOCK 1
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.32 HECTARES (8.2 ACRES) MORE OR LESS

SCHEDULE “B”
Existing Leases

Lease and Option to Purchase Agreement dated April 1, 2019 between 1998643 Alberta Ltd., a lessor, and 2105711 Alberta Ltd., as lessee.

CAVEAT

TAKE NOTICE that **CONNECT FIRST CREDIT UNION LTD.** (the "Assignee" and the "Caveator"), claims an interest in the lands set out in the Schedule of Lands attached hereto as Schedule "A" under and by virtue of a written Assignment of Leases and Rents, a copy of which Assignment of Leases and Rents is attached hereto as Schedule "B", and made by **1998643 ALBERTA LTD.** (the "Assignor"), in favour of the Assignee, whereby the Assignor assigned to the Assignee all leases now or in the future to be entered into by the Assignor and all and any renewals thereof, and all rents reserved and payable and to become payable thereunder (including without limitation the right to distress contained therein), all as are more particularly set forth in the Assignment of Leases and Rents being Schedule "B" attached hereto and forming part hereof, being lands standing in the register in the name of the Assignor.

THE CAVEATOR forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to its claim.

THE CAVEATOR APPOINTS:

Dentons Canada LLP
1500, 850 - 2 Street S.W.
Calgary, Alberta T2P 0R8

as the place at which notices and proceedings relating hereto may be served.

THIS CAVEAT has been executed at Calgary, Alberta as of the 5 day of July, 2021.

BEN NUTTALL, Solicitor and Agent for
Connect First Credit Union Ltd.

AFFIDAVIT IN SUPPORT OF CAVEAT

Canada

Province of Alberta

To Wit:

I, Ben Nuttall, of Calgary in the Province of Alberta MAKE OATH AND SAY

1. I am agent for the above named Caveator.

2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the City of Calgary, in the Province of Alberta, this 5 day of July, 2021.

A Commissioner for Oaths in and for Alberta

SHAWNA L. BILLINGSLEY
A Commissioner for Oaths
In and for Alberta
My Commission Expires April 8, 2024

SCHEDULE "A"

LEGAL DESCRIPTION

PLAN 0820855
BLOCK 1
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.32 HECTARES (8.2 ACRES) MORE OR LESS

SCHEDULE "B"

SEE ATTACHED

This is Exhibit "Y" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.



Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

GENERAL SECURITY AGREEMENT

Connect First Credit Union Ltd.
(hereinafter called the "Credit Union")
Suite 2720, 700 - 9 Avenue SW
Calgary, Alberta T2P 3V4
096 Branch
Member No. _____
_

Borrower(s): **1998643 ALBERTA LTD.**

1. DEFINITIONS

(a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").

(b) In this Agreement:

(i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an Instrument;
(ii) "Agreed Rate' means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
(iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
(iv) "Debtor" means the "Borrower(s)";
(v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
(vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by the Credit Union prior to their creation or assumption, and
(vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

(a) For value received, the Debtor hereby grants to the Credit Union, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:

(i) all property described in Schedule "A";
(ii) all Inventory;
(iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
(iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
(v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual properties, and

(vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".

(b) For the purposes hereof, the "Collateral" shall be restricted to Collateral which is now, or at any time hereafter, located at, related to, used in connection with, arises from the business or affairs carried on at, and/or generated in respect of, the lands which are municipally known as **255C Clearview Drive, Red Deer County, Alberta and/or with the short legal description of: 0820855;1;17,** and any amendments to title or subdivisions thereof and all Parts, Accessories, Attachments, Equipment Additions, Accretions and Accessions thereto and Proceeds thereof.

(c) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".

(d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the terms of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

* (d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to the Credit Union whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

(a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to the Credit Union from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;

(c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;

(d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and

(e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

(a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;

(b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;

(c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of collateral or any interest therein without the prior written consent of the Credit Union;

(d) to notify the Credit Union promptly of:

(i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
(ii) the details of any significant acquisition of Collateral;
(iii) the details of any claims or litigation affecting the Debtor or Collateral;
(iv) any material loss or damage to Collateral;
(v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
(vi) the return to or repossession by the Debtor of Collateral;

(e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

(f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable, except when such taxes, rates, levies, assessments, and other charges are being disputed in good faith;

(g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;

(h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;

(i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;

(j) to deliver to the Credit Union from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
(iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
(iv) all policies and certificates of insurance relating to the Collateral, and
(v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Credit Union may reasonably request;

(k) not to remove any of the Collateral from the Province of Alberta without the prior written consent of the Credit Union;

(l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by the Credit Union;

(m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:

(i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the

most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;

(ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;

(iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and

(iv) at the request of the Credit Union, to deliver to the Credit Union the Debtor's Canadian Wheat Board producer's permit book and to assign to the Credit Union all of the Debtor's rights thereunder, and

(n) to permit the Credit Union, by its officers or authorized agents, at any time, and from time to time, as often as the Credit Union in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as the Credit Union may reasonably require. The loss under the policies of insurance shall be made payable to the Credit Union as its interest may appear and the insurance shall be written by an insurance company approved by the Credit Union in terms satisfactory to the Credit Union and the Debtor shall provide the Credit Union with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to the Credit Union proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable the Credit Union to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of the Credit Union which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with the Credit Union.

8. COLLATERAL IN POSSESSION OF CREDIT UNION, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of the Credit Union, a Receiver or Sheriff, the Credit Union, Receiver or Sheriff in possession, as the case may be:

(a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;

(b) shall not be required to keep the Collateral identifiable, and

(c) may use the Collateral in any manner and to any extent the Credit Union, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Credit Union to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Credit Union or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, the Credit Union shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Credit Union or its nominee(s) as such registered owner and agrees that no proxy issued by the Credit Union to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before of after Default, the Credit Union may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to the Credit Union. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by the Credit Union pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Credit Union may in its sole discretion determine or, at the option of the Credit Union, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Credit Union hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ('Default") hereunder:

(a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;

(b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and the Credit Union;

(c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;

(d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;

(e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;

(f) any of the Encumbrances becomes enforceable;

(g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;

(h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;

(i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Credit Union to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation,

statement, warranty or audit report, which change shall not have been disclosed to the Credit Union at or prior to the time of such execution;

(j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(k) at any time, there is a material adverse change in the financial condition of the Debtor, or

(l) the Credit Union considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy;

and such event, if capable of being cured, is not cured within five business days after notice from the Credit Union.

14. ACCELERATION

In the event of Default, the Credit Union, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

(a) the Credit Union may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;

(b) the Credit Union may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Credit Union in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of the Credit Union (including costs as between as solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(c) the Credit Union may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;

(d) the Credit Union may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;

(e) unless otherwise restricted by his appointment, any Receiver shall have the power:

(i) to take possession of any Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
(ii) to carry on or concur in carrying on the business of the Debtor;
(iii) to sell or lease any Collateral;
(iv) to make any arrangement or compromise which he may think expedient in the interest of the Credit Union;
(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
(vi) to hold as additional security any increase or profits resulting from the Collateral;
(vii) to exercise all rights and remedies that the Credit Union may have under this Agreement, the PPSA or otherwise at law or in equity;
(viii) with the written consent of the Credit Union, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by the Credit Union, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
(ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;

(f) the Debtor hereby appoints each Receiver appointed by the Credit Union to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;

(g) a Receiver appointed by the Credit Union shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and the Credit Union shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to the Credit Union and applied on account of the Indebtedness;

(i) the Credit Union may enter upon, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate;

(j) before, during or after realizing on the Collateral, the Credit Union may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by the Credit Union (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and

(k) the Credit Union may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If the Credit Union realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Credit Union shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

(a) Upon the Debtor's failure to perform any of its obligations under this Agreement then the Credit Union may, but shall not be obligated to perform the same and in the event of performance thereof by the Credit Union the Debtor shall pay to the Credit Union forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by the Credit Union in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by the Credit Union until paid by the Debtor.

(b) The Debtor shall pay all costs, charges and expenses reasonably incurred by the Credit Union or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by the Credit Union shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.

(c) The Credit Union may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.

(d) All amounts paid by the Credit Union pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right the Credit Union may have, the Credit Union may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by the Credit Union in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to the Credit Union such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Credit Union, or as may be required by the Credit Union from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by the Credit Union to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify the Credit Union of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of the Credit Union, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

(a) The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize upon the Security Interest. The Credit Union may demand, collect and sue on Collateral in either the Debtor's or the Credit Union's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. The Credit Union shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.

(b) No delay or omission by the Credit Union in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Credit Union may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of the Credit Union granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(c) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Credit Union in which the Debtor is in any way liable and notice of any other action taken by the Credit Union.

(d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Credit Union.

(e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.

(f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.

(g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interests now or hereafter held by the Credit Union and all such other agreements, securities and Security Interests shall remain in full force and effect.

(h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.

(i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependant upon the person referred to being male, female, partnership or corporation.

(j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.

(k) Nothing herein contained shall in any way obligate the Credit Union to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

(a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to the Credit Union.

(b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to the Credit Union, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by the Credit Union as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as the Credit Union may elect, and the Debtor agrees to attorn to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 05 day of July, 2021.

1998643 ALBERTA LTD.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

SCHEDULE "A"
(DESCRIBED PROPERTY)

*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

- NIL

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)
*Obtain Legal Description

SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

1998643 Alberta Ltd.

- 20060812569- Security Agreement in favour of Gm Financial Canada Leasing Ltd. securing their interest in
    - a 2020 CHEVROLET TRUCKS EQUINOX , S/N-2GNAXYEX9L6207218

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

This is Exhibit "Z" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

GENERAL SECURITY AGREEMENT

Connect First Credit Union Ltd.
(hereinafter called the "Credit Union")
Suite 2720, 700 - 9 Avenue SW
Calgary, Alberta T2P 3V4
Branch 096
Member No. _____

Borrower(s): **STIGMA PHARMACEUTICALS INC.**

1. DEFINITIONS

(a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").

(b) In this Agreement:

(i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an Instrument;
(ii) "Agreed Rate' means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
(iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
(iv) "Debtor" means the "Borrower(s)";
(v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
(vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by the Credit Union prior to their creation or assumption, and
(vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

(a) For value received, the Debtor hereby grants to the Credit Union, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:

(i) all property described in Schedule "A";
(ii) all Inventory;
(iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
(iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
(v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
(vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual property; and
(vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".

(b) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".

(c) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to the Credit Union whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

(a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to the Credit Union from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;

(c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;

(d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and

(e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

(a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;

(b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;

(c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of the Credit Union;

(d) to notify the Credit Union promptly of:

(i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
(ii) the details of any significant acquisition of Collateral;
(iii) the details of any claims or litigation affecting the Debtor or Collateral;
(iv) any loss or damage to Collateral;
(v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
(vi) the return to or repossession by the Debtor of Collateral;

(e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;

(f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;

(g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;

(h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;

(i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;

(j) to deliver to the Credit Union from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
(iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
(iv) all policies and certificates of insurance relating to the Collateral, and
(v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Credit Union may reasonably request;

(k) not to remove any of the Collateral from the Province of Alberta without the prior written consent of the Credit Union;

(l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by the Credit Union;

(m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:

(i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
(ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;
(iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and
(iv) at the request of the Credit Union, to deliver to the Credit Union the Debtor's Canadian Wheat Board producer's permit book and to assign to the Credit Union all of the Debtor's rights thereunder, and

(n) to permit the Credit Union, by its officers or authorized agents, at any time, and from time to time, as often as the Credit Union in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as the Credit Union may reasonably require. The loss under the policies of insurance shall be made payable to the Credit Union as its interest may appear and the insurance shall be written by an insurance company approved by the Credit Union in terms satisfactory to the Credit Union and the Debtor shall provide the Credit Union with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to the Credit Union proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable the Credit Union to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of the Credit Union which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with the Credit Union.

8. COLLATERAL IN POSSESSION OF CREDIT UNION, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of the Credit Union, a Receiver or Sheriff, the Credit Union, Receiver or Sheriff in possession, as the case may be:

(a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;

(b) shall not be required to keep the Collateral identifiable, and

(c) may use the Collateral in any manner and to any extent the Credit Union, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Credit Union to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Credit Union or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, the Credit Union shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Credit Union or its nominee(s) as such registered owner and agrees that no proxy issued by the Credit Union to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before of after Default, the Credit Union may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to the Credit Union. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by the Credit Union pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Credit Union may in its sole discretion determine or, at the option of the Credit Union, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Credit Union hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ('Default") hereunder:

(a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;

(b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and the Credit Union;

(c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;

(d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;

(e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;

(f) any of the Encumbrances becomes enforceable;

(g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;

(h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;

(i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and

warranties contained herein) or as an inducement to the Credit Union to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Credit Union at or prior to the time of such execution;

(j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(k) at any time, there is a material adverse change in the financial condition of the Debtor, or

(l) the Credit Union considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

14. ACCELERATION

In the event of Default, the Credit Union, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

(a) the Credit Union may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;

(b) the Credit Union may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Credit Union in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of the Credit Union (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(c) the Credit Union may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;

(d) the Credit Union may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;

(e) unless otherwise restricted by his appointment, any Receiver shall have the power:

(i) to take possession of any Collateral for that purpose to take any proceedings, in the name of the Debtor or otherwise;
(ii) to carry on or concur in carrying on the business of the Debtor;
(iii) to sell or lease any Collateral;
(iv) to make any arrangement or compromise which he may think expedient in the interest of the Credit Union;
(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
(vi) to hold as additional security any increase or profits resulting from the Collateral;
(vii) to exercise all rights and remedies that the Credit Union may have under this Agreement, the PPSA or otherwise at law or in equity;
(viii) with the written consent of the Credit Union, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by the Credit Union, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
(ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;

(f) the Debtor hereby appoints each Receiver appointed by the Credit Union to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;

(g) a Receiver appointed by the Credit Union shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and the Credit Union shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to the Credit Union and applied on account of the Indebtedness;

(i) the Credit Union may enter upon, use and occupy all premises owned or occupied by the Debtor or wherein the Collateral may be situate;

(j) before, during or after realizing on the Collateral, the Credit Union may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by the Credit Union (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and

(k) the Credit Union may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If the Credit Union realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Credit Union shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

(a) Upon the Debtor's failure to perform any of its obligations under this Agreement then the Credit Union may, but shall not be obligated to perform the same and in the event of performance thereof by the Credit Union the Debtor shall pay to the Credit Union forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by the Credit Union in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by the Credit Union until paid by the Debtor.

(b) The Debtor shall pay all costs, charges and expenses reasonably incurred by the Credit Union or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by the Credit Union shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.

(c) The Credit Union may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.

(d) All amounts paid by the Credit Union pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right the Credit Union may have, the Credit Union may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by the Credit Union in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to the Credit Union such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Credit Union, or as may be required by the Credit Union from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by the Credit Union to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify the Credit Union of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of the Credit Union, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

(a) The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize upon the Security Interest. The Credit Union may demand, collect and sue on Collateral in either the Debtor's or the Credit Union's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. The Credit Union shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.

(b) No delay or omission by the Credit Union in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Credit Union may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of the Credit Union granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(c) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Credit Union in which the Debtor is in any way liable and notice of any other action taken by the Credit Union.

(d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Credit Union.

(e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.

(f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.

(g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interest now or hereafter held by the Credit Union and all such other agreements, securities and Security Interest shall remain in full force and effect.

(h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.

(i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation.

(j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.

(k) Nothing herein contained shall in any way obligate the Credit Union to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

(a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to the Credit Union.

(b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to the Credit Union, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by the Credit Union as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the

Province of Alberta or in any court of competent jurisdiction, as the Credit Union may elect, and the Debtor agrees to attorn to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 05 day of July, 2021 at Red Deer, Alberta.

STIGMA PHARMACEUTICALS INC.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

FULL ADDRESS OF DEBTOR

255C Clearview Drive
Red Deer County, Alberta T4E 3B6

*Complete Affidavit of Execution if Debtor is an individual or partnership.

SCHEDULE "A"
(DESCRIBED PROPERTY)

*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

Serial Number	Year	Make and Model	Description of Goods

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)

*Obtain Legal Description

SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

STIGMA PHARMACEUTICALS INC.

- NIL

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

This is Exhibit "AA" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

THE LAND TITLES ACT

C O L L A T E R A L M O R T G A G E

2103157 Alberta Ltd. of PO Box 850, Rocky Mountain House, Alberta T4T 1A6

who or whose successors and assigns are hereinafter included in the expression the "Mortgagor", being registered as owner of an estate in fee simple in possession, subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon, of all and singular that certain piece or parcel of land situate in the Province of Alberta, being composed of:

PLAN 1421970
BLOCK 8
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “Lands”)

in consideration of the maximum principal sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($750,000.00) lent by CONNECT FIRST CREDIT UNION LTD., whose address in Alberta is Suite 2720, 700 - 9 Avenue SW Calgary, Alberta T2P 3V4, who and whose successors and assigns are hereinafter included in the expression "the Mortgagee", the receipt of which sum the Mortgagor does hereby acknowledge, covenants with the Mortgagee as follows:

1. THAT the Mortgagor will pay to the Mortgagee the above sum with interest at the rate of fifteen (15.00%) per cent per annum, calculated daily, or such other rate as may be payable from time to time pursuant to any agreement between the Mortgagor and the Mortgagee respecting an advance or pursuant to Promissory Note(s), Loan Agreement(s), Authorized Overdraft Agreement(s), Line of Credit Agreement(s), Overdraft Protection Agreement(s), Commitment Letter(s), Offer(s) of Financing and/or any and all Guarantee(s) granted by the Mortgagor in favour of the Mortgagee ("Debt Instruments") or any and all substitutions or renewals of the Debt Instruments, upon demand.

   In the event the interest rate is a prime rate of interest, then prime rate means the floating annual rate of interest established and recorded as such by the Mortgagee from time to time as a reference rate for purposes of determining rates of interest the Mortgagee will charge on loans denominated in Canadian dollars to customers in Canada and designated as prime rate. A certificate of an officer of the Mortgagee shall be prima facia evidence of the prime rate from time to time.

2. THAT the Mortgagor will pay to the Mortgagee interest, in the manner aforesaid; on the principal sum remaining from time to time unpaid, all interest in arrears to become principal and to bear interest at the rate aforesaid. And that in case the sums hereby secured be not paid on the days above set forth the Mortgagor will, so long as said sums or any part thereof remain unpaid or owing in the security hereof, or during the continuance of this security, pay interest from day to day on the said sums or on so much thereof as shall for the time being remain due, owing or unpaid during the continuance of this security. And the Mortgagor further covenants that the taking of judgment or judgments under any of the covenants

herein contained shall not operate as a merger of the said covenants, or affect the Mortgagee's right to interest at the above rate, on any moneys due and owing to the Mortgagee during the continuance of this security under the covenants herein contained or on any judgment to be recovered thereon. Provided that on default of payment of any instalment of interest secured under this Mortgage the same shall thereupon become part of the principal hereby secured and shall bear interest from the time when same becomes due at the rate aforesaid, and on each day when any instalment of interest falls due hereunder, until the whole of the said principal and interest secured hereby is fully paid and satisfied. All sums of money, whether interest or otherwise then due and remaining unpaid, shall become principal and bear interest at the rate aforesaid. Payments as above shall be applied firstly to interest and secondly to principal. And the Mortgagor further covenants that the Mortgagee shall be entitled to interest after judgment on any judgment obtained at the mortgage rate set out herein. The Mortgagor hereby waives all relevant provisions of the Interest Act of Canada or any legislation similar thereto or in replacement thereof.

3. THAT if any default shall happen to be made in any payment of principal or interest or any of the moneys hereby secured or any part thereof, then, and in such case, the whole principal moneys hereby secured shall, at the option of the Mortgagee, become due and payable in like manner to all intents and purposes as if the tim e herein mentioned for payment of such principal money had fully come and expired, AND in the event of making a breach of any of the covenants in this Mortgage contained, then such breach shall be deemed to be a default in payment of interest, and the Mortgagee shall at its option be at liberty to call in forthwith the whole of the principal and interest secured by this Mortgage and eject all persons in possession of the Lands. PROVIDED, however, and the parties hereby agree that the powers in this paragraph contained must be actually invoked to become effective and that nothing herein contained shall cause any limitation periods prescribed in the Limitations Act of Alberta, or any similar or replacement legislation, to commence to run unless and until the Mortgagee shall actually exercise the option hereinbefore contained. It is further agreed that the issuance of a Statement of Claim shall itself be sufficient notice of the exercise, by the Mortgagee, of its option herein contained.

AND the Mortgagor further covenants that the Mortgagee shall not be bound to pursue action on its covenant or in debt together with an action to realize upon the security created herein, but the Mortgagee shall have the right to commence separate actions on each and every covenant should it so desire, with separate action in foreclosure should it so desire. Judgment in any one action shall not operate to merge any rights of the Mortgagee to separately pursue other covenants, or foreclosure action.

4. THAT

(a) The Mortgagor shall forthwith insure and during the continuance of this security keep insured in favour of the Mortgagee, against loss or damage by fire and, as the Mortgagee may require, insure against loss or damage by tempest, tornado, cyclone, lightning and such other risks and perils as the Mortgagee may deem expedient, each and every building on the Lands and which may hereafter be erected thereon, both during erection and thereafter, and all chattels secured herein, for the full insurable value thereof in lawful money of Canada. In the case of commercial properties this covenant shall in addition include boiler, plate glass, rental and public liability insurance in an amount satisfactory to the Mortgagee.

(b) Prior to the making of any advance by the M ortgagee, the Mortgagor shall forthwith assign, transfer and deliver over unto the Mortgagee a policy or policies and receipts thereto appertaining evidencing such insurance, and at least fifteen days prior to the expiry of a policy or at least five days prior to the date fixed for cancellation of a policy should notice of cancellation be given, the Mortgagor shall deliver to the Mortgagee evidence of renewal or replacement.

(c) Every policy of insurance shall be effected in such terms and with such insurer as may be approved by the Mortgagee; the loss under each policy shall be made payable to the Mortgagee with preference in its favour over any claim of any other person and each policy shall be retained by the Mortgagee during the currency of this loan. Should an insurer at any time cease to have the approval of the Mortgagee, the Mortgagor shall effect such new insurance as the Mortgagee may desire.

(d) In the event of failure on my part to execute any obligation undertaken under this section, the Mortgagee may effect such insurance as it deems proper and the Mortgagor covenants to repay to the Mortgagee all premiums paid by it, and the amount of such premiums, from the date same are actually paid by the Mortgagee, shall in the meantime be added to the principal sum and shall be a charge upon the Lands and shall bear interest at the rate aforesaid.

(e) In case of loss or damage, the M ortgagor shall immediately notify the Mortgagee and the Mortgagee shall have the right to apply the funds wholly or in part in reduction of the indebtedness hereby secured notwithstanding that no amount at such time may be due and payable under the terms of repayment, or the funds, at the Mortgagee's sole discretion, may be used to meet costs of repair or reconstruction or may be paid in whole or in part to the Mortgagor, or to its assigns in which event the sum shall not be credited on the mortgage account, or partly in one such manner and partly in another. No damage may be repaired nor any reconstruction effected without the approval of the Mortgagee. The Mortgagee, may, at its option in case of loss or damage by fire, declare the whole amount of the principal monies hereby secured along with any unpaid interest, to be due and payable. It is further agreed that the issuance of a Statement of Claim shall itself be sufficient declaration, by the Mortgagee, of its election to declare the balance outstanding to be due and payable.

(f) The Mortgagor hereby assigns absolutely to the Mortgagee all of its rights to, and interest in, any insurance proceeds payable with respect to the improvements to the Lands and the contents thereof.

5. THAT all m oneys received by virtue of any policy or policies of insurance may, at the option of the Mortgagee, either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the building(s) on the Lands, or in or towards the payment of the last instalment of principal falling due under and by virtue of these presents and in the case of a surplus in or towards the payment of the instalment next preceding in point of time of payment, and so on until the whole of the principal hereunder shall be paid, and in the case of a surplus, then in or towards payment of interest at the rate aforesaid and so on until the whole of the principal sum and interest hereunder shall be fully paid and satisfied, the balance, if any, to be paid to the Mortgagor.

6. THAT the Mortgagor will furnish, forthwith on the happening of such loss or damage by fire or other hazard or peril, and at its expense, all the necessary proofs of loss and to do all the acts necessary to enable the Mortgagee to obtain payment of the insurance moneys.

7. THAT for the purpose of better securing the punctual payment of the interest on the said principal sum, the Mortgagor does hereby attorn to and become tenant of the Mortgagee for the Lands, at a yearly rental equivalent to the annual interest payable hereunder, to be paid in manner and on the days and times before appointed for the payment of the said interest; and on payment thereof shall be taken to be, and shall be, in satisfaction of the said interest; but nothing in this provision shall make the Mortgagee chargeable or accountable as Mortgagee in possession. Provided also, that the Mortgagee may at any time after default in payment or performance of any covenant or condition hereunder, enter into and upon the

Lands, or any part thereof, and determine the tenancy hereby created, without giving any notice to quit.

8. THAT if the Mortgagor defaults in payment of any part of the said principal or interest or any other moneys hereby intended to be secured on any day or time hereinbefore limited for the payment thereof, it shall and may be lawful for the Mortgagee, and the Mortgagor does hereby grant full power and license to the Mortgagee to enter, seize and distrain upon the Lands, or any part thereof, and by distress warrant to recover by way of rent reserved, as in the case of a demise of the Lands, as much of the said principal, interest and other moneys as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.

9. THAT if the Mortgagor defaults in payment of the principal sum and interest thereon or any part thereof at any of the before appointed times, then the Mortgagee shall have the right and power, and the Mortgagor does hereby covenant with the Mortgagee for such purpose, and does grant to the Mortgagee full license and authority for such purpose, when and so often as in its discretion it shall think fit, to enter into possession, either by itself or its agent, of the Lands, and to collect the rents and profits thereof, and to make any demise and at such rent as it shall think proper, and that any proceedings for sale or foreclosure may be taken either before or after and subject to such demise or lease. To better give effect to the provisions of this paragraph, the Mortgagor hereby assigns to the Mortgagee all rents due or accruing due, present and future, with respect to the Lands. Nothing in the foregoing provisions shall make the Mortgagee chargeable or accountable as a Mortgagee in possession.

10. THAT the Mortgagee shall be entitled (in addition and without prejudice to all its other rights and privileges) forthwith to apply for and obtain the appointment of a Receiver or Manager, or Receiver and Manager or Receiver-Manager (hereinafter referred to as the "Receiver") of the Lands and of the rents, issues and profits thereof without the necessity of first exercising its right to enter into possession and every such Receiver shall be deemed the agent of the Mortgagor, and the Mortgagor shall be solely responsible for the acts or defaults of the Receiver and the Receiver shall have power to demand, recover and receive all the income of the property of which he may be appointed Receiver by action, distress or otherwise, either in the name of the Mortgagor or the Mortgagee, and give effectual receipts therefor and every such Receiver may by writing at the discretion of the Mortgagee be vested with any or all of the powers and discretions of the Mortgagee herein contained and such Receiver may complete or carry on the business of the Mortgagor relating to the Lands or any part thereof and in so doing shall have the same powers as the Mortgagor would have had in carrying on the same if it had not been in default hereunder, and for such purpose, the Receiver may borrow or raise money by way of security on all or any part or parts of the Lands, either in priority to this Mortgage or otherwise, and may exercise all the powers conferred upon the Mortgagee hereby; AND THAT the Receiver may be removed, AND THAT if any Receiver is removed, dies or refuses to act or becomes incapable of acting a new Receiver may be appointed from time to time by the Mortgagee; AND THAT the Mortgagee may from time to time fix the remuneration of every Receiver and may recompense every such Receiver for all disbursements properly incurred by it in carrying out its duties, and its fees and such payments shall be added to the principal herein and be a charge upon the Lands and shall be payable on demand and shall bear interest at the rate then in effect, but the Mortgagee shall not be deemed to be a mortgagee in possession and shall not be accountable except for the monies actually received by it and the person paying money to, or in any way dealing with, the Receiver shall not be concerned to inquire whether any case has happened to authorize the Receiver to act and that subject to the retention of its remuneration and disbursements as aforesaid, the Receiver shall apply all monies received by it in such of the following modes and in such order or priority, subject to the order of any court of competent jurisdiction, or as otherwise provided at law, as the Mortgagee may from time to time at its option direct in writing, namely: IN discharge of all rents, taxes, rates, assessments and outgoing whatever affecting the Lands; and payment

of all annual sums or other payments; and in making any payments due under any prior mortgage or lien; and in payment of any premiums for fire, or other insurance, if any, properly payable under this Mortgage, payment of which is directed or confirmed in writing by the Mortgagee; and in payment of the cost of executing necessary or proper repairs to the Lands or any part thereof directed or confirmed in writing by the Mortgagee; and in payment of the cost of carrying out or executing any of the powers, duties or discretions which vest in or may be vested in the Receiver by reason of the provisions contained in this Paragraph; and in payment of the interest accruing due under this Mortgage, and in or towards the discharge of the principal monies or any instalments thereof and solicitors' costs and other monies due and payable under this Mortgage, if and to the extent directed in writing by the Mortgagee; and shall pay the residue, if any, of the money received by it to the person who, but for the possession of the Receiver, would have been entitled to receive the income.

11. THAT the Mortgagor will pay all taxes, utilities and rates, condom inium levies, liens, charges, and encumbrances, which are now or may hereafter be levied or charged against the Lands, or on this Mortgage or on the Mortgagee in respect of this Mortgage and that the Mortgagee may at such time or times as it may deem necessary, without the concurrence of any other person, make arrangements for the repairing, finishing, adding to or putting in order any building or buildings, or improvements on the Lands and for managing and taking care of the Lands and prem ises and may pay any such taxes, utilities and rates and any liens, condominium levies, charges or encumbrances upon the Lands, and moneys for insurance, and the amount so paid or indebtedness incurred as aforesaid by the Mortgagee, together with all costs, charges and expenses which may be incurred in connection therewith or in the taking, recovering and keeping possession of the Lands or inspecting the same (including allowances for such purpose) and generally in any other steps or proceedings, whether in Court or not, taken to protect his security or realize the moneys hereby secured, or to perfect the title to the Lands, shall become part of the principal hereby secured and be a charge on the Lands in favour of the Mortgagee, and shall be payable forthwith by the Mortgagor, its heirs, executors, administrators, successors or assigns to the Mortgagee with interest at the rate aforesaid from the date of payment of same by the Mortgagee, and in default, proceedings for sale or foreclosure may be taken in addition to all other remedies. In the event of the money hereby advanced, or any part thereof, being applied to the payment of any charges or encumbrances, the Mortgagee shall stand in the position of and be entitled to all the rights and remedies, whether legal or equitable of the person or persons so paid, whether any such charges or encumbrances have or have not been cancelled from the titles respecting the Lands.

12. THAT in the event the Lands are vacant or apparently vacant, or in the event it would appear that there is any present or future risk of destruction or damage to the Lands, whether or not the Mortgagor defaults under the terms of this Mortgage, the Mortgagee shall have the right to enter any building located upon the Lands, and shall have the right to forcibly enter if necessary, for the purpose of preserving said building and maintaining adequate electricity and heat to the premises. The Mortgagee shall not by such action be deemed to be a Mortgagee in possession and shall not be considered a trespasser. All of the Mortgagee's costs with respect to so protecting or preserving the premises, or in m aintaining heat or electricity, shall be added to the principal secured herein and shall be a charge upon the Lands.

13. THAT, subject as hereinafter in this paragraph provided, the Mortgagor covenants to pay when and as the same fall due all taxes, rates, condominium levies, liens, charges, encumbrances or claims which are or may be or become charges or claims against the Lands or on this Mortgage or on the Mortgagee in respect of this Mortgage. Provided that in respect of municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the Lands, the Mortgagee shall have the right to collect the said taxes in the following manner:

(a) The Mortgagee may deduct from any advance of the moneys secured by this Mortgage an amount sufficient to pay the taxes which are due or accruing due as at the date of the advance.

(b) After the date for adjustment of interest the M ortgagor shall pay to the Mortgagee in monthly instalments on the dates on which instalments of principal and interest are payable hereunder, sums estimated by the Mortgagee to be sufficient to pay the whole amount of taxes on or before the due date for payment thereof or, if such amount is payable in instalments, on or before the due date for payment of the first instalment thereof;

(c) Except as provided in the last preceding clause, the Mortgagor shall, in each and every month, pay to the Mortgagee one-twelfth of the amount (as estimated by the Mortgagee) of the taxes next becoming due and payable; and shall also pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceed such estimated amount.

The Mortgagee agrees to apply such deduction and payments on the taxes chargeable against the Lands so long as the Mortgagor is not in default under any covenant, proviso or agreement contained herein, but nothing herein contained shall obligate the Mortgagee to apply such payments on account of taxes more often than yearly. Provided however, that if, before any sum or sum s so paid to the Mortgagee shall have been so applied, there shall be default by the Mortgagor in respect of any payment of principal or interest as herein provided, the Mortgagee may apply such sum or sums in or towards payment of the principal and/or interest in default. The Mortgagor further covenants and agrees to transmit to the Mortgagee the assessment notices, tax bills and other notices affecting the imposition of taxes and rates, condominium levies, liens, charges and encumbrances, forthwith after the receipt of same.

The Mortgagor further agrees that it shall not be entitled to any interest on any monies paid by it to the Mortgagee on account for the taxes, rates, liens, charges, or claims above noted.

Notwithstanding the foregoing, the Mortgagee shall not be obliged to collect taxes as aforesaid.

14. THAT upon default being made in payment of any of the moneys hereby secured, the Mortgagee shall be entitled to sell and convey the Lands and premises, without entering into possession of the same and without giving any notice to the Mortgagor of its intention so to do, and either before or after and subject to any demise or lease made by the Mortgagee as hereinbefore provided. Provided that any sale made under the powers hereby given may be on such terms as to credit or otherwise as shall appear to the Mortgagee most advantageous, and for such price as can be reasonably obtained therefor, and that sales may be made of any portion or portions of the Lands and premises, from time to time to satisfy any interest or any part of the principal overdue, leaving the principal balance thereof to run at interest payable as aforesaid, and the Mortgagee may make any stipulation as to the title or otherwise as to the Mortgagee may seem proper, and the Mortgagee may rescind or vary any contract for sale of any of the Lands and premises, and resell without being responsible for any loss occasioned thereby; and for any of the said purposes m ay m ake and execute such agreements and assurances as shall be by the Mortgagee deemed necessary.

15. THAT in the event the Mortgagor defaults under any covenant, proviso, or agreement contained herein, then, in this event, it irrevocably appoints the Mortgagee as attorney on its behalf to execute such Agreements for Sale or Transfers of Land as may be necessary to effect the sale of same.

16. THAT in the event that this Mortgage is granted and approved by the Mortgagee as a second or other subsequent charge upon the Lands, the Mortgagor covenants and agrees that it will well and truly pay all money accruing due under all prior mortgages and

encumbrances charging the Lands, as and when the same shall become due, and that it will well and truly observe and perform the covenants of the Mortgagor or encumbrancer in any prior mortgage or encumbrance contained and in the event it defaults in payment of the said moneys due under any prior mortgage or encumbrance or shall fail to observe or perform the covenants of the Mortgagor or encumbrancer in any prior mortgage or encumbrance contained then such default or failure shall constitute default under this Mortgage; AND FURTHER that in the event of default in payment of the moneys due under any prior mortgage or encumbrance, the Mortgagee shall have the right, but not the obligation, to pay the same and any moneys so paid by the Mortgagee herein shall forthwith be due and payable to the Mortgagee together with interest thereon at the rate herein mentioned, and shall be added to the principal herein and be a charge upon the Lands and shall be recoverable, inter alia, by foreclosure proceedings along with other moneys secured by this Mortgage.

17. THAT the Mortgagor shall not be entitled to a discharge of this Mortgage until and unless it shall have kept and performed all the covenants, provisos, agreements and stipulations herein contained, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and further covenants with the Mortgagee that it shall and will in everything do, perform and keep all the provisions and covenants in these presents, according to the true intent and meaning thereof.

18. THAT the Mortgagee shall not be bound for any reason whatsoever to advance the money hereby intended to be secured nor shall the Mortgagee, in the event of advancing or having advanced a portion, be bound to advance the balance thereof. And it is further agreed that the Mortgagee may release any part or parts of the Lands at any time in its sole discretion, either with or without any consideration therefor, without responsibility therefor and without thereby releasing any other part of the Lands, or any collateral security, or any person from this Mortgage, and from any of the covenants herein contained or contained in any collateral security.

AND further, if any portion of the principal sum secured by this Mortgage shall not be advanced at the date hereof the Mortgagee may advance the same in one or more sums at any future date or dates and the amount of such advances, when so m ade, shall be secured by this Mortgage and be repayable with interest as above provided, and shall be considered and treated as having been so secured and advanced as at the date of this Mortgage. The advance in part of the principal sum shall not bind the Mortgagee to advance the whole of the principal sum or any unadvanced portion thereof, but nevertheless the charge or mortgage by this Mortgage created shall take effect forthwith on the execution of the Mortgage.

AND further, all advances of the principal sum, which are repaid to the Mortgagee, may from time to time be readvanced, in whole or in part, by the Mortgagee, and such readvances shall form part of the principal herein and be a charge upon the Lands. (The principal sum may accordingly be repaid in full and re-advanced thereafter. This Mortgage shall therefore remain as security until a discharge of same has been signed by the Mortgagee.) This Mortgage shall be considered to be a revolving line of credit mortgage up to the principal sum secured herein and shall take priority pursuant to the appropriate provisions of the Land Titles Act of Alberta.

19. THAT any erection, machinery, fixed or otherwise, buildings or improvements now or hereafter put upon the Lands shall thereupon become fixtures, and be part of the realty and form a part of this security.

20. THAT in case of default being made in any of the covenants, agreements, provisos, and stipulations herein contained, or that are contained in any collateral security, and by reason of such default the Mortgagee considers it necessary to place this Mortgage in the hands of its solicitors (whether for the purpose of pursuing the Mortgagor on the covenant to pay, of

realization on the security, or both) then the Mortgagor covenants and agrees with the Mortgagee to pay the full costs of the said solicitors as between solicitor and its own client. Any costs incurred by the Mortgagee to its solicitor shall, at the time the costs are incurred, be principal outstanding and shall bear interest as set out in this Mortgage and shall be a charge on the Lands.

21. THAT in the event the Mortgagee considers it necessary to pursue any collateral security to this Mortgage, and places same in the hands of its solicitors, then the Mortgagor covenants and agrees with the Mortgagee to pay the full costs of the said solicitors, as between solicitor and its own client. Any such costs incurred by the Mortgagee to its solicitors shall, at the time the costs are incurred, be principal outstanding and shall bear interest as set out in this Mortgage, and shall be a charge on the Lands.

22. THAT during the existence of this Mortgage, the Mortgagor will not permit or suffer any act of waste upon the Lands, and will during the existence of these presents well and sufficiently repair, maintain, mend and keep the buildings now or hereafter on the Lands and all fixtures and things thereunto affixed in good and substantial repair. Should the Mortgagor sell the Lands during the existence of this Mortgage, with the Mortgage being assumed, such sale shall not relieve the Mortgagor of its obligations contained in this paragraph, and it shall be liable to the Mortgagee for any damages resulting from the breach of its covenant herein, NOTW ITHSTANDING such damages may be caused by the purchaser, or subsequent purchasers.

23. THAT, in case that this is a mortgage on farm lands the Mortgagor agrees that the Mortgagee may insure the crops now or hereafter on the Lands if any of the Lands are now or shall thereafter be brought under cultivation, for the amount of their full insurance value against loss or damage by hail and all premiums therefor shall be recovered and that the Mortgagor will if any part of the Lands be now under cultivation or if any part of the Lands shall hereafter during the continuance of this security be brought under cultivation, cultivate all such part or parts in the most approved husbandlike manner so as to maintain the Lands in a good state of cultivation; PROVIDED, however, that the Mortgagor may summer-fallow in good farmerlike manner one-third of all broken acres of such cultivated lands (if any) in any year.

24. THAT the waiver of one or more defaults under this Mortgage shall not be construed as a waiver of any subsequent or other default. AND it is further agreed that the foreclosure, cancellation or any other dealings with any other security for the moneys advanced hereunder or secured hereby shall not release or affect this Mortgage and that the taking of this Mortgage or the foreclosure or cancellation thereof or any other dealings with, or proceedings under this Mortgage shall not release or affect any other security held by the Mortgagee for the moneys advanced or secured hereby, and shall not affect the Mortgagee's right to pursue the Mortgagor in debt or upon any other of the covenants in this Mortgage contained.

25. THAT all fees and charges of the Mortgagee's solicitors, on a solicitor and its own client basis, in connection with the preparation and registration of this Mortgage and passing on of title to the Lands shall be paid by the Mortgagor forthwith and if the Mortgagor defaults in paying the same, the Mortgagee may pay the amount of such fees and charges and add the amount so paid to the principal sum hereby secured and it shall thereafter be a charge on the Lands in favour of the Mortgagee and shall be repayable with interest as aforesaid.

26. (a) The Mortgagor has a good title to the Lands;
(b) The Mortgagor has a right to mortgage the Lands;
(c) In case of a default the Mortgagee shall have quiet possession of the Lands free encumbrances;
(d) The Mortgagor will execute such further assurances of the Lands as may be
(e) The Mortgagor has done no act to encumber the Lands other than as disclosed upon

Certificate of Title to the Lands as of the date hereof.

27. THAT this Mortgage and all the covenants herein shall be binding upon and enure to the benefit of the executors, administrators, successors and assigns of the parties hereto respectively and wherever the singular or masculine is used throughout this Mortgage, the plural or feminine or body corporate shall be implied wherever the context so requires. And it is further agreed that if this Mortgage is entered into and executed by more than one person then all the covenants and stipulations herein contained and implied shall apply to and be binding upon all Mortgagors jointly and severally.

28. THAT the Mortgagor is aware of the provisions of the Law of Property Act of Alberta, or any legislation similar thereto or in replacement thereof, whereby it is provided that in any action brought upon any mortgage of land the remedy of the Mortgagee is limited to the land alone and no action shall lie on the covenant for payment contained in such mortgage, and in consideration of the within Mortgage the Mortgagor hereby waives the said provisions of the said Act and agree with the Mortgagee, its successors and assigns, that in the event that the Mortgagor is in default the Mortgagee may proceed against the Mortgagor under this Mortgage, and on my personal covenants herein contained notwithstanding the provisions of the said act or any legislation similar thereto or in replacement thereof.

29. THAT this Mortgage is collateral security only for the due payment of the indebtedness hereby secured and that the Mortgagee may from time to time extend the time for the payment of the indebtedness hereby secured and may take bills or notes to cover the same or any part thereof and may from time to time renew such bills or notes so that the time for payment of any such indebtedness is extended beyond the time mentioned hereby, without affecting the liability of the Mortgagor hereunder or the security hereby given and nothing but the actual payment and satisfaction of such indebtedness shall discharge the Mortgagor or this Mortgage. Any renewal of this Mortgage shall be at such interest rate and upon such other terms as may be agreed upon by the parties hereto, or by the then registered owner and the Mortgagee, and such interest rate and such other terms as may be agreed upon by the parties hereto, or by the then registered owner and the Mortgagee, and such interest rate and such other terms shall be binding without the necessity of registering an extension or amending agreement against the title to the Lands, on all persons who may take an interest in the Lands subsequent to this Mortgage, notwithstanding that such interest may be at a rate greater than is set out herein.

30. THAT NOTW ITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, it is hereby understood and agreed that in the event of transfer or entering into any agreement of sale or transfer of title of the property hereby mortgaged, without having prior consent in writing of the Mortgagee, this Mortgage shall become immediately due and payable at the option of the Mortgagee and such option may be exercised by notice in writing sent to the Mortgagor by prepaid mail at the address last known to the Mortgagee. In the event that title or possession of the Lands has been obtained by a purchaser or transferee without the prior consent in writing of the Mortgagee the aforesaid option may be exercised by notice in writing sent to the aforesaid purchaser or transferee by prepaid mail at the address of the aforesaid purchaser or transferee last known to the Mortgagee. It is further agreed that the issuance of a Statement of Claim shall itself be sufficient notice of the exercise, by the Mortgagee, of its option herein contained.

31. THAT in the event of discharge the Mortgagor will pay all costs of discharge including legal fees for preparation of discharge and the Mortgagee shall have a reasonable time to prepare and provide the discharge documents.

32. THAT it is hereby agreed that this Mortgage is taken as collateral security only for the due payment of the said indebtedness and interest thereon and none of the rights and remedies of the Mortgagee in respect of the indebtedness or in respect of any note, cheque or other

security now or hereafter acquired shall in any way be delayed or prejudiced by these presents.

33. THAT the terms of repayment of and the rate of interest payable under this Mortgage may be varied, extended, increased or decreased or otherwise amended as the Mortgagee and the then registered owner(s) of the Mortgagor's current interest in the Lands may determine and agree in writing, from time to time and whether before, as at, or after the then maturity date of this Mortgage, and all of the same without prejudice to the rights of the Mortgagee against either the initial Mortgagor hereunder or any other person(s) liable for the payment of the monies secured by this Mortgage; further any alteration aforesaid may but need not be registered against the Lands and whether or not so registered, this Mortgage, as so altered, shall rank in priority to any and all interests registered against the Lands subsequent to the registration of this Mortgage as if and to the extent that said alteration had been registered before the registration of any of said subsequent interests.

34. THAT in the event the Lands are wholly or partially taken by expropriation or by the right of an eminent domain, or any similar such taking, then the following shall apply:

    (a) The entire balance of principal or interest then outstanding shall forthwith and without demand or notice become due and payable;

    (b) The Mortgagor hereby assigns to the Mortgagee the full proceeds to be obtained or acquired in any such taking and further assign to the Mortgagee the Mortgagor’s right to negotiate settlement on its behalf with the taking authority.

35. THAT the Mortgagor pledges and charges to and in favour of the Mortgagee, as additional security for the sums advanced under this Mortgage, all appliances which shall include, but not be limited to, the following: refrigerator, freezer, dishwasher, stove, and microwave oven, and whether same shall be built-in or movable in nature and whether currently at the Lands or later brought onto the Lands and the Mortgagor further agrees not to remove these appliances while there are any sums outstanding to the Mortgagee.

36. THAT in the event the Mortgagee is a Credit Union, this Mortgage shall be and is deemed to be a Loan Agreement pursuant to the requirements of the Credit Union Act of Alberta or any legislation similar thereto or in replacement thereof.

37. THAT the Mortgagor acknowledges and agrees that the terms and conditions of the offer of credit giving rise to this Mortgage, addressed to the Mortgagor and accepted by the Mortgagor (as amended from time to time, herein called the "Commitment Letter"), are hereby incorporated by reference as terms and conditions of this Mortgage and shall not merge herein and that default in any of such terms or conditions shall constitute default hereunder and that in the event of any conflict, the terms and provisions of the Commitment Letter shall govern.

38. THAT any default by the Mortgagor under any of the terms, covenants, provisos or conditions of any other security granted as additional or collateral security to this Mortgage shall, at the election of the Mortgagee, constitute and be deemed a default under this Mortgage.

39. THAT in the event of the Mortgagor further encumbering its assets or making direct or indirect changes in its ownership, without the prior written consent of the Mortgagee, which consent shall not be unnecessarily withheld provided that the Mortgagor is not then in default hereunder, all monies hereby secured with accrued interest thereon shall immediately become due and payable at the Mortgagee's option and sole discretion.

40. THAT in the event the Lands or part of the Lands is a condominium after the Condominium Property Act of Alberta or similar legislation, the following shall apply:

(a) "Condominium Corporation" as used herein means the Condominium Corporation of which the Mortgagor is a member by virtue of the ownership by the Mortgagor of the condominium unit being charged by this Mortgage.

(b) The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee all its rights which now exist, or may hereafter come into existence, to vote at meetings of the Condominium Corporation:

(i) In all cases in which a unanimous or special resolution is required by the Condominium Property Act of Alberta as amended, the By-Laws of the Corporation, or any Agreement with the Condominium Corporation,

(ii) In all other cases other than as referred to in Subclause (i) of this Clause (b), provided that in the event the Mortgagee is either not present, or present by proxy, if present, does not wish to vote, then the Mortgagor may exercise the voting right without further authority.

(c) The Mortgagor hereby covenants and agrees to execute any documents which the Mortgagee may request the Mortgagor to execute, including, but not limited to proxies if required, in order to give effect to the assignment of the aforesaid voting rights of the Mortgagee.

(d) The Mortgagor hereby covenants and agrees to execute any documents which the Mortgagee may request the Mortgagor to execute, including, but not limited to proxies if required, in order to give effect to the assignment of the aforesaid voting rights of the Mortgagee.

(e) The Mortgagor agrees to observe and perform all covenants and provisions required to be observed and performed pursuant to:

(i) The terms of this Mortgage;

(ii) The Condominium Property Act of Alberta, all amendments thereto, and any legislation passed in substitution thereof, and

(iii) The By-Laws and Regulations of the Condominium Corporation and any amendments thereto.

(f) The Mortgagor further covenants and agrees that where it defaults in its obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, instalment or payment due to the Condominium Corporation or upon breach of any covenant or provision hereinbefore in this paragraph contained, including those covenants or provisions referred to in Clause (d) hereof, regardless of any other action or proceeding taken to be or taken by the Condominium Corporation, the Mortgagee, at its option and without notice to the Mortgagor, may deem such default to be default under the terms of the Mortgage and proceed to exercise its right herein.

(g) Upon default herein and notwithstanding any other right or action of the Condominium Corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments or payments due to the Mortgagee or arising under any of the clauses herein contained.

(h) The Mortgagee shall have the right to pay any condominium levies in arrears, whether or not same rank in priority to this Mortgage; and any money so paid shall be repayable by the M ortgagor forthwith and shall be added to the principal herein

and shall be a charge upon the Lands.

41. THAT the Mortgagor represents and warrants to the Mortgagee that neither the Mortgagor, nor to the best of its knowledge, any other person, have ever caused or permitted any hazardous materials to be placed, held, located, or disposed of on, under or at the Lands, (except in compliance with applicable laws) and that its business and assets are operated in compliance with the applicable laws intended to protect the environment (including, without limitation, laws respecting the disposal or emission of hazardous materials).

42. THAT the Mortgagor further represents and warrants to the Mortgagee that no enforcement actions with respect to environmental matters relating to the Lands are threatened or pending, and that to the best of its knowledge there are no violations of any federal, provincial, or local environmental laws with respect to the Lands. The Mortgagor covenants and agrees that, if any such violation should come to its attention during the currency of this Mortgage, the Mortgagor shall immediately notify the Mortgagee of same.

43. THAT the Mortgagor covenants and agrees that it will, at all times during the continuance of this Mortgage, operate the Lands in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the disposal or emission of hazardous materials) and shall permit the Mortgagee to conduct inspections and appraisals of all or any of its records, business and assets, at any time, from time to time, to ensure such compliance. The Mortgagor shall promptly pay all of the costs and expenses of conducting such inspections and appraisals, including costs on a solicitor-and-its-own-client basis, in default of which such costs and expenses shall immediately be added to the principal monies hereby secured, and shall be a charge against the Lands and shall bear interest at the mortgage rate until repaid. The Mortgagor hereby indemnifies the Mortgagee, its officers, directors, employees, agents, and shareholders and agree to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any, and every kind whatsoever, relating to the hazardous materials placed, held, located, or disposed of on the Lands, including without limitation:

    (a) Costs, on a solicitor-and-own-client full indemnity basis, of defending and/or counterclaiming or claiming against third parties in respect of any action or matter; and

    (b) Any costs, liability or damage arising out of a settlement of any action entered into by the Mortgagee, with or without my consent, which at any time, from time to time, may be paid, incurred or asserted against any of them for, with respect to, or as a direct or indirect result of, the presence on or under, or escape, seepage, leakage, spillage, discharge, emission, or release from the Lands, or into or upon any lands, the atmosphere, any water course, body of water or wetland, of any hazardous materials; and

    (c) A reduction in the value of the Lands.

44. THAT this Mortgage shall be governed by the Laws of the Province of Alberta. In the event action under this Mortgage is commenced in a court of competent jurisdiction in the Province of Alberta, the Mortgagor hereby agrees to attorn to the jurisdiction of the Alberta Court in the said action.

45. The M ortgagor agrees that this Mortgage is a continuing collateral security and that the total amount hereby secured, including interest, is the aggregate amount of all Debt Instruments up to the amount specified as the Principal Amount, including any sum advanced, or readvanced, in stages or at any future time, and such Debt Instruments shall include all current or running accounts and all moneys and liabilities whether direct or indirect, absolute or contingent, now or hereafter owing, wheresoever or howsoever incurred from or by the Mortgagor, as principal, surety, or guarantor, whether alone or jointly with any

other person and in whatever name style or firm, whether otherwise secured or not and whether arising from dealings between the Mortgagee and the Mortgagor, including all interest, damages, costs, charges and expenses which may become due or payable to the Mortgagee or may be paid or incurred by the Mortgagee, upon or in respect of the said money and liabilities or any portion thereof, all premiums of insurance upon the buildings, fixtures, and improvements now or hereafter brought or erected upon the Lands (which buildings, fixtures, improvements and the Lands and premises shall hereinafter be referred to as the "Mortgaged Property" unless the context otherwise provides), which may be paid by the Mortgagee and taxes (hereinafter collectively referred to as the "Indebtedness").

46. THAT for the better securing to the Mortgagee the repayment in manner aforesaid of the said principal and interest and other charges and money hereby secured the Mortgagor does hereby mortgage to the Mortgagee all its estate and interest in the Lands.

47. If the Mortgagee requires other agreements, documents, mortgages, security agreements, assignments of rentals, assignments of leases or any other securities (herein referred to collectively as "Other Securities") in connection with this mortgage loan or as a condition precedent to the advance of the loan proceeds or any portion thereof, then the Mortgagor shall provide the Mortgagee such of the Other Securities as may be required by the Mortgagee in form and content satisfactory to the Mortgagee.

48. Default under a Debt Instrument or Other Securities constitutes default under any of the other Debt Instruments or Other Securities as may have been granted to the Mortgagee, and default under any other Debt Instrument or Other Securities granted to the Mortgagee constitutes default hereunder, and the Mortgagee may, upon default under any thereof pursue its remedies separately under each of the Debt Instruments or Other Securities and this Mortgage, or jointly all together, or join one with any other or others of the Debt Instruments, Other Securities and this Mortgage, without any of the rights and remedies of the Mortgagee not so pursued merging therewith or with any action or judgment with respect thereto. Default under this Mortgage constitutes default under any other mortgage(s) or encumbrance(s) or Debt Instruments or Other Securities granted by the Mortgagor in favour of the Mortgagee. Default under any other mortgage(s) or encumbrance(s) or Debt Instruments or Other Securities granted by the Mortgagor in favour of the Mortgagee constitutes default under this Mortgage.

49. The Mortgagor agrees with the Mortgagee as follows:

(a) The security granted by the Mortgagor to the Mortgagee for each of the credit facilities is also granted by the Mortgagor to the Mortgagee as security for all of the credit facilities;

(b) The Mortgagee can enforce any or all of the security to recover payment on any or all of the credit facilities.

Signature Page follows.

IN WITNESS WHEREOF the Mortgagor has hereunto subscribed its name (and affixed its corporate seal by its duly authorized officers in that behalf) this 05 day of July, 2021.

2103157 ALBERTA LTD.

Per: _____
I/we have the authority to bind the Corporation

_____
Witness

Per: _____

AFFIDAVIT OF EXECUTION

Canada

Province of Alberta

To Wit:

I, _____ of _____ in the Province of Alberta MAKE OATH AND SAY:

1. THAT I was personally present and did see _____ who is personally known to me, duly sign and execute the same on behalf of 2103157 Alberta Ltd. for the purpose named therein.

2. THAT the instrument was signed at Calgary, in the Province of Alberta, and I am subscribing witness thereto.

3. THAT I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at the City of Calgary, in the Province of Alberta, this _____ day of _____, 2021.

_____
A Commissioner for Oaths in and for Alberta

_____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of _____, in the Province of Alberta MAKE OATH AND SAY:

1. I am an officer or a director of 2103157 Alberta Ltd. named in the within or annexed instrument (or caveat).

2. I am authorized by the Corporation to execute the instrument (or caveat) without affixing a corporate seal.

SWORN before me at the City of Calgary, in the Province of Alberta, this _____ day of _____, 2021.

_____
A Commissioner for Oaths in and for Alberta

_____

This is Exhibit "BB" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

THIS ASSIGNMENT is made the 05 day of July, 2021.

BY:

2103157 ALBERTA LTD.
(the “Borrower” or the "Assignor")

IN FAVOUR OF:

CONNECT FIRST CREDIT UNION LTD.
(the “Lender” or the "Assignee")

ASSIGNMENT OF LEASES AND RENTS

RECITALS

WHEREAS:

A. The Assignor is registered, or is entitled to become registered, as owner of an estate in fee simple of the lands described in Schedule "A" (which, together with the buildings and improvements now and hereafter erected thereon, are, in this Assignment referred to as the "Premises").

B. The Assignor has agreed to deliver this Assignment in favour of **CONNECT FIRST CREDIT UNION LTD.** as additional security for the obligations of the Assignor under that certain Mortgage dated of even date (in this Assignment referred to as the "Mortgage") in terms whereof the Assignor, inter alia, mortgaged the Premises to the Assignee to secure the repayment of the maximum amount of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($750,000.00)** with interest and other charges as are in the Mortgage provided.

C. In accordance with the terms of the Mortgage, and as collateral security for the obligations of the Borrower under the Mortgage, the Borrower agreed to assign to the Lender all Leases or Agreements to Lease now or hereafter existing of the Premises or any part thereof, including without limitation those existing leases, if any, more particularly described in Schedule “B” (collectively and/or individually as the Lender may require "the Leases" and sometimes "Lease") and all of the rents reserved and payable and to become payable thereunder and all benefits and advantages to be derived therefrom.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH that in consideration of the advance or any portion thereof made by the Lender to the Borrower in accordance with and pursuant to the Mortgage, for other good and valuable consideration (the receipt and adequacy of which is hereby conclusively acknowledged by the Assignor) the Assignor agrees with the Assignee as follows:

1. ASSIGNMENT

The Assignor hereby grants, assigns, transfers and sets over unto the Assignee all of its present and future right, title and interest in and to the Leases and any and all renewals thereof, together with all rents and other considerations now or hereafter reserved and payable and to become payable under the Leases and any renewals thereof and every lease or tenancy or agreement to lease in substitution thereof, and all other benefits and advantages now or hereafter to be derived therefrom including the right in the event of default being made at any time by the Assignor in any of the covenants contained in the Mortgage and with or without legal action or by distress proceedings or otherwise as may be required to demand, collect, sue for, recover, receive and give receipts for rents and other considerations and also the full benefit of powers, covenants and

provisos now or hereafter contained in the Leases with full power and authority to use the name of the Assignor, its successors and assigns, to enforce the performance of the said powers, covenants and provisos now or hereafter contained in the Leases and under this Assignment and the right to alter the terms of any one or more of the Leases.

2. EXCEPTION AS TO LAST DAY OF TERM

Notwithstanding anything else herein contained, the last day of the term of each of the Leases (in this Assignment referred to as the "Residue") shall be excluded from the provisions of 1 above, provided that the Assignor shall stand possessed of the Residue upon trust to assign or dispose thereof as the Assignee may direct, and upon any further assignment of such of the Leases by the Assignee, the Assignor hereby appoints the Assignee its lawful attorney to execute all deeds or documents in its name, for the purpose of vesting the Residue unto and into the name of such subsequent Assignee.

3. RESTRICTIONS

(a) Nothing herein contained nor the collection of any rents due under the Leases, nor any action taken by the Assignee as a result thereof, shall unless the Assignee shall otherwise require, be construed:

(i) as an assumption by the Assignee of any obligations, liabilities or covenants of the Assignor or any other person, now or hereafter contained in the Leases, and the Assignor notwithstanding the within assignment agrees if required by the Assignee to remain liable to (all of or any of) the tenants of the Leases (designated by the Assignee) for said obligations, liabilities and covenants, as contained in the Leases, and upon failure to enforce, carry out and perform the said obligations, liabilities and covenants, the Mortgage shall be deemed to be in default, and the powers of sale therein contained or contained in any of the security documents provided for therein, and/or any other remedies, which the Assignee may have on default thereunder may be enforced;

(ii) to create or to give rise to the relationship of mortgagee in possession between the Assignor and the Assignee or any other person interested in the Premises so as to render the Assignee in any way accountable or liable as mortgagee in possession, and the Assignee shall be liable to account only for such monies as are actually received by it by virtue of these presents, less all proper costs of collection including any legal costs incurred by the Assignee and its solicitor, and the net amount of such monies as are actually received by the Assignee, in its sole discretion, may be applied on account of the monies (as defined in the Mortgage) due, payable or owing under the Mortgage or may be paid to the Assignor or any combination thereof.

(b) Unless otherwise required by the Assignee, the Assignee shall not by reason of this Assignment or otherwise howsoever, be responsible or liable for the collection of any rents in whole or in part which may be payable from time to time under the Leases or for the non-performance of the covenants contained in the Leases on the part of the Assignor to be observed, kept and performed, nor shall the Assignee be held responsible or liable for failure to enforce any Leases.

4. COLLECTION OF RENTS

(a) The Assignor may, until default under the Mortgage or under any security granted to the Assignee therefor or a breach of any covenant or proviso herein or therein contained, but not after such default, collect the rents reserved by the Leases as and when the same fall

due, and the Assignor agrees that service by the Assignee of notice to any one or more of the lessees or tenants of the Leases that there has been such default or breach by the Assignor shall be sufficient proof thereof to them or any one or more of them, as the case may be, and each of them shall accept such notice as proof of the fact; and all rents shall after receipt of such notice be paid by each of said lessees or tenants unto the Assignee, and the Assignor hereby acknowledges that such payments shall operate as a discharge to each of said lessees or tenants of and in respect of the rents so paid.

(b) Any rents or other monies reserved by the Leases and received by the Assignor shall if required by the Assignee be received by the Assignor in trust for the Assignee.

5. FURTHER COVENANTS

The Assignor further covenants, warrants and agrees with the Assignee that:

(a) it will promptly and fully perform all covenants in the Leases on its part to be performed and will indemnify and save the Assignee harmless therefrom;

(b) all existing Leases are good, valid and subsisting; that no default exists thereunder and there have been no modifications made or extensions given with respect thereto;

(c) the rents reserved by all existing Leases have not and will not (nor will the rents reserved by any future Leases) be demanded, collected, accepted or paid in advance of the time for payment thereof, or other than in the manner provided in the Leases;

(d) it will not alter or modify the terms of any of the Leases in any way, grant any concessions thereunder, consent to any assignment or sublease, discharge, surrender, terminate, cancel or assign the same or any part thereof without the consent in writing of the Assignee first had and obtained;

(e) the Assignor is the absolute owner of all existing Leases, has not assigned, mortgaged, pledged, hypothecated or otherwise dealt with such Leases and there is no existing right of defence, set off or counterclaim on the part of the lessees or tenants thereof against the Assignor;

(f) the Assignor shall be the absolute owner of all future Leases and shall not assign, mortgage, pledge, hypothecate or otherwise deal with such future Leases, except as herein provided;

(g) if the premises demised by any one or more of the Leases shall become vacant before the monies payable or owing under the Mortgage are fully paid, the Assignor shall, upon occupation thereof by another tenant, execute such further assignments of such of said Leases and the rents payable thereunder as may be required by the Assignee and at the expense of the Assignor; and,

(h) there is no outstanding dispute under any of the existing Leases between the Assignor and any other party thereto.

6. RECITALS

The Recitals are incorporated herein and form a part hereof.

7. SCHEDULES

Any Schedules attached hereto shall form a part hereof.

8. ABSOLUTE

This Assignment shall be deemed to be absolute and effective, provided that it shall become ineffective immediately upon payment in full of the Mortgage, unless otherwise required at any material time by the Assignee as to any one or more of the Leases.

9. ADDITIONAL POWERS

In addition to the rights, powers and remedies granted to the Assignee hereunder, the Assignee shall have all of the additional rights, powers and remedies contained in the Mortgage which shall, with any modification necessary to give meaning and effect thereto, apply hereunder.

10. COPIES OF LEASES

The Assignor shall forthwith after the execution thereof, deliver to the Assignee a true copy of each existing and future Lease.

11. APPLICABLE LAW

This Assignment shall be construed and enforced in accordance with, and the rights of the Assignor and Assignee shall be governed by, the laws of the Province of Alberta. The Assignor hereby irrevocable attorns to the jurisdiction of the Courts in the Province of Alberta.

12. WORDS, PHRASES, SUCCESSORS AND ASSIGNS

It is agreed that the term "Assignor" or "Borrower" and "Assignee" or "Lender" and references thereto shall include the successors and permitted assigns of the Assignor and the successors and assigns of the Assignee respectively; words importing the singular number shall include the plural and vice versa; words importing the use of any gender shall include all genders; and "person" or words importing persons shall include natural persons, firms, partnerships, corporations, regulatory bodies and entities, legal or otherwise, where the context so requires.

13. EXECUTION IN COUNTERPARTS

This Assignment may be executed in several counterparts, and may be delivered by facsimile or by electronic mail in Portable Document Format (PDF), each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and same instrument and, notwithstanding the date of execution, shall be deemed to bear date as of the date written in the beginning of this Assignment.

THIS ASSIGNMENT has been executed at Red Deer, Alberta as of the date set out above.

2103157 ALBERTA LTD.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

SCHEDULE “A”

PLAN 1421970
BLOCK 8
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE “B”
Existing Leases

NIL

CAVEAT

TAKE NOTICE that **CONNECT FIRST CREDIT UNION LTD.** (the "Assignee" and the "Caveator"), claims an interest in the lands set out in the Schedule of Lands attached hereto as Schedule "A" under and by virtue of a written Assignment of Leases and Rents, a copy of which Assignment of Leases and Rents is attached hereto as Schedule "B", and made by **2103157 ALBERTA LTD.** (the "Assignor"), in favour of the Assignee, whereby the Assignor assigned to the Assignee all leases now or in the future to be entered into by the Assignor and all and any renewals thereof, and all rents reserved and payable and to become payable thereunder (including without limitation the right to distress contained therein), all as are more particularly set forth in the Assignment of Leases and Rents being Schedule "B" attached hereto and forming part hereof, being lands standing in the register in the name of the Assignor.

THE CAVEATOR forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to its claim.

THE CAVEATOR APPOINTS:

Dentons Canada LLP
1500, 850 - 2 Street S.W.
Calgary, Alberta T2P 0R8

as the place at which notices and proceedings relating hereto may be served.

THIS CAVEAT has been executed at Calgary, Alberta as of the 5 day of July, 2021.

BEN NUTTALL, Solicitor and Agent for
Connect First Credit Union Ltd.

AFFIDAVIT IN SUPPORT OF CAVEAT

Canada

Province of Alberta

To Wit:

I, Ben Nuttall, of Calgary in the Province of Alberta MAKE OATH AND SAY

1. I am agent for the above named Caveator.

2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the City of Calgary, in the Province of Alberta, this 5 day of July, 2021.

A Commissioner for Oaths in and for Alberta

SHAWNA L. BILLINGSLEY
A Commissioner for Oaths
In and for Alberta
My Commission Expires April 8, 20 24

SCHEDULE "A"

LEGAL DESCRIPTION

PLAN 1421970
BLOCK 8
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

SEE ATTACHED

This is Exhibit "CC" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

GENERAL SECURITY AGREEMENT

Connect First Credit Union Ltd.
(hereinafter called the "Credit Union")
Suite 2720, 700 - 9 Avenue SW
Calgary, Alberta T2P 3V4
096 Branch
Member No. _____

Borrower(s): **2103157 ALBERTA LTD.**

1. DEFINITIONS

(a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").

(b) In this Agreement:

(i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an Instrument;
(ii) "Agreed Rate' means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
(iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
(iv) "Debtor" means the "Borrower(s)";
(v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
(vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by the Credit Union prior to their creation or assumption, and
(vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

(a) For value received, the Debtor hereby grants to the Credit Union, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:

(i) all property described in Schedule "A";
(ii) all Inventory;
(iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
(iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
(v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual properties, and

(vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".

(b) For the purposes hereof, the "Collateral" shall be restricted to Collateral which is now, or at any time hereafter, located at, related to, used in connection with, arises from the business or affairs carried on at, and/or generated in respect of, the lands which are municipally known as **124 Leva Avenue, Red Deer County, Alberta and/or with the short legal description of: 1421970;8;5,** and any amendments to title or subdivisions thereof and all Parts, Accessories, Attachments, Equipment Additions, Accretions and Accessions thereto and Proceeds thereof.

(c) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".

(d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the terms of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

* (d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to the Credit Union whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

(a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to the Credit Union from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;

(c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;

(d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and

(e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

(a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;

(b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;

(c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of collateral or any interest therein without the prior written consent of the Credit Union;

(d) to notify the Credit Union promptly of:

(i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
(ii) the details of any significant acquisition of Collateral;
(iii) the details of any claims or litigation affecting the Debtor or Collateral;
(iv) any material loss or damage to Collateral;
(v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
(vi) the return to or repossession by the Debtor of Collateral;

(e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

(f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable, except when such taxes, rates, levies, assessments, and other charges are being disputed in good faith;

(g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;

(h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;

(i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;

(j) to deliver to the Credit Union from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
(iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
(iv) all policies and certificates of insurance relating to the Collateral, and
(v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Credit Union may reasonably request;

(k) not to remove any of the Collateral from the Province of Alberta without the prior written consent of the Credit Union;

(l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by the Credit Union;

(m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:

(i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located

free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;

(ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;

(iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and

(iv) at the request of the Credit Union, to deliver to the Credit Union the Debtor's Canadian Wheat Board producer's permit book and to assign to the Credit Union all of the Debtor's rights thereunder, and

(n) to permit the Credit Union, by its officers or authorized agents, at any time, and from time to time, as often as the Credit Union in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as the Credit Union may reasonably require. The loss under the policies of insurance shall be made payable to the Credit Union as its interest may appear and the insurance shall be written by an insurance company approved by the Credit Union in terms satisfactory to the Credit Union and the Debtor shall provide the Credit Union with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to the Credit Union proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable the Credit Union to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of the Credit Union which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with the Credit Union.

8. COLLATERAL IN POSSESSION OF CREDIT UNION, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of the Credit Union, a Receiver or Sheriff, the Credit Union, Receiver or Sheriff in possession, as the case may be:

(a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;

(b) shall not be required to keep the Collateral identifiable, and

(c) may use the Collateral in any manner and to any extent the Credit Union, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Credit Union to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Credit Union or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, the Credit Union shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Credit Union or its nominee(s) as such registered owner and agrees that no proxy issued by the Credit Union to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before of after Default, the Credit Union may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to the Credit Union. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by the Credit Union pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Credit Union may in its sole discretion determine or, at the option of the Credit Union, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Credit Union hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ('Default") hereunder:

(a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;

(b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and the Credit Union;

(c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;

(d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;

(e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;

(f) any of the Encumbrances becomes enforceable;

(g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;

(h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;

(i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Credit Union to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Credit Union at or prior to the time of such execution;

(j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(k) at any time, there is a material adverse change in the financial condition of the Debtor, or

(l) the Credit Union considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy;

and such event, if capable of being cured, is not cured within five business days after notice from the Credit Union.

14. ACCELERATION

In the event of Default, the Credit Union, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

(a) the Credit Union may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;

(b) the Credit Union may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Credit Union in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of the Credit Union (including costs as between as solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(c) the Credit Union may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;

(d) the Credit Union may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;

(e) unless otherwise restricted by his appointment, any Receiver shall have the power:

(i) to take possession of any Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
(ii) to carry on or concur in carrying on the business of the Debtor;
(iii) to sell or lease any Collateral;
(iv) to make any arrangement or compromise which he may think expedient in the interest of the Credit Union;
(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
(vi) to hold as additional security any increase or profits resulting from the Collateral;
(vii) to exercise all rights and remedies that the Credit Union may have under this Agreement, the PPSA or otherwise at law or in equity;
(viii) with the written consent of the Credit Union, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by the Credit Union, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
(ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;

(f) the Debtor hereby appoints each Receiver appointed by the Credit Union to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;

(g) a Receiver appointed by the Credit Union shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and the Credit Union shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to the Credit Union and applied on account of the Indebtedness;

(i) the Credit Union may enter upon, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate;

(j) before, during or after realizing on the Collateral, the Credit Union may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by the Credit Union (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and

(k) the Credit Union may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If the Credit Union realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Credit Union shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

(a) Upon the Debtor's failure to perform any of its obligations under this Agreement then the Credit Union may, but shall not be obligated to perform the same and in the event of performance thereof by the Credit Union the Debtor shall pay to the Credit Union forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by the Credit Union in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by the Credit Union until paid by the Debtor.

(b) The Debtor shall pay all costs, charges and expenses reasonably incurred by the Credit Union or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by the Credit Union shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.

(c) The Credit Union may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.

(d) All amounts paid by the Credit Union pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right the Credit Union may have, the Credit Union may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by the Credit Union in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to the Credit Union such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Credit Union, or as may be required by the Credit Union from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by the Credit Union to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify the Credit Union of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of the Credit Union, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

(a) The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize upon the Security Interest. The Credit Union may demand, collect and sue on Collateral in either the Debtor's or the Credit Union's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. The Credit Union shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.

(b) No delay or omission by the Credit Union in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Credit Union may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of the Credit Union granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(c) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Credit Union in which the Debtor is in any way liable and notice of any other action taken by the Credit Union.

(d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Credit Union.

(e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.

(f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.

(g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interests now or hereafter held by the Credit Union and all such other agreements, securities and Security Interests shall remain in full force and effect.

(h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.

(i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependant upon the person referred to being male, female, partnership or corporation.

(j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.

(k) Nothing herein contained shall in any way obligate the Credit Union to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

(a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to the Credit Union.

(b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to the Credit Union, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by the Credit Union as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as the Credit Union may elect, and the Debtor agrees to attorn to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 05 day of July, 2021.

2103157 ALBERTA LTD.

Per: _____
I/we have the authority to bind the Corporation

Per: _____

SCHEDULE "A"
(DESCRIBED PROPERTY)

*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

- NIL

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)
*Obtain Legal Description

SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

This is Exhibit "DD" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19937745

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z19937745 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:00:30

Business Debtor Search For:

CANADABIS CAPITAL INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Search ID #: Z19937745

Business Debtor Search For:

CANADABIS CAPITAL INC.

Search ID #: Z19937745 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:00:30

Registration Number: 21070707100
Registration Date: 2021-Jul-07
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2032-Jul-07 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	CANADABIS CAPITAL INC. 255C CLEARVIEW DRIVE RED DEER, AB T4E 3B6	Current

Secured Party / Parties

Block		Status
1	CONNECT FIRST CREDIT UNION LTD. SUITE 2720, 700 - 9 AVENUE SW CALGARY, AB T2P 3V4 Email: commercialcentralizedoperationsinquiries@connectfirstcu.com	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.	Current

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19937745

Business Debtor Search For:
CANADABIS CAPITAL INC.
Search ID #: Z19937745 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:00:30

Registration Number: 21071328733
Registration Date: 2021-Jul-13
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2032-Jul-13 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	CANADABIS CAPITAL INC. 255C CLEARVIEW DRIVE RED DEER, AB T4E 3B6	Current

Secured Party / Parties

Block		Status
1	CONNECT FIRST CREDIT UNION LTD. SUITE 2720, 700 - 9 AVENUE SW CALGARY, AB T2P 3V4 Email: commercialcentralizedoperationsinquiries@connectfirstcu.com	Current

Collateral: General

Block	Description	Status
1	ALL AND ANY MONIES NOW OR HEREAFTER ON DEPOSIT WITH THE SECURED PARTY IN ACCOUNT NUMBER 723111724032.	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Result Complete

This is Exhibit "EE" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2029

Saskatchewan
Personal Property Registry
Search Result

Searching Party: PPSA CANADA INC.
Search Date: 14-Apr-2026 10:32:13

Search Type: Standard

Search #: 205038381
Client Reference: 5FC71D6D-B456-46FA-B

Control #:

Search Criteria
Search By: Business Debtor Name
Business Name

CANADABIS CAPITAL INC.

The following list displays all matches & indicates the ones that were selected.
1 Registration(s) Found: Exacts (1) - Similars (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302187449	Personal Property Security Agreement	CanadaBis Capital Inc.	Red Deer	N/A

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration #: 302187449
Registration Date: 07-Jul-2021 08:01:51
Expiry Date: 07-Jul-2032

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	153171375-1	**Address:**	1200, 10123 99 St NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J3H1
			Canada

Secured Party

Item #:	1	**Address:**	Suite 2720, 700 - 9 Avenue SW
Party ID:	153723000-1		Calgary, Alberta
Entity Type:	Business		T2P3V4
Name:	Connect First Credit Union Ltd.		Canada

Debtor Party

* **Item #:**	1	**Address:**	255C Clearview Drive
Party ID:	153723002-1		Red Deer, Alberta
Entity Type:	Business		T4E3B6
Name:	CanadaBis Capital Inc.		Canada

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

End of Search Result

This is Exhibit "FF" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Business Debtor - "CANADABIS CAPITAL INC."

Search Date and Time: April 14, 2026 at 7:35:27 am Pacific time
Account Name: 13139026 Canada Inc. dba Lienfluent
Folio Number: REGY-1776177327178

TABLE OF CONTENTS

1 Match in 1 Registration in Report | Exact Matches: 1 (*) | Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	093398N	July 7, 2021	* CANADABIS CAPITAL INC.	2

Base Registration Number: 093398N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 7, 2021 at 7:32:06 am Pacific time
Current Expiry Date and Time:	July 7, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 14, 2026 at 7:35:27 am Pacific time)

Secured Party Information

CONNECT FIRST CREDIT UNION LTD.

Address

SUITE 2720, 700 - 9 AVENUE SW
CALGARY AB
T2P 3V4 Canada

Debtor Information

CANADABIS CAPITAL INC.

Address

255C CLEARVIEW DRIVE
RED DEER AB
T4E 3B6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Original Registering Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

Address

1200, 10123 99ST NW
EDMONTON AB
T5J 3H1 Canada

This is Exhibit "GG" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : CANADABIS CAPITAL INC.

FILE CURRENCY : 12APR 2026

ENQUIRY NUMBER 20260413170044.20 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

REGY
C.M.
264 QUEENS QUAY WEST, SUITE 328
TORONTO ON M5J 1B5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

CONTINUED... 2

Ontario

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CANADABIS CAPITAL INC.
FILE CURRENCY : 12APR 2026

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	774188496										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD			
01		001		1		20210707 0959 1793 7185	P	PPSA	11		
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	CANADABIS CAPITAL INC.								
								ONTARIO CORPORATION NO.			
04		ADDRESS	255C CLEARVIEW DRIVE			RED DEER			AB	T4E3B6	
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME									
								ONTARIO CORPORATION NO.			
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT		CONNECT FIRST CREDIT UNION LTD.								
09		ADDRESS	SUITE 2720, 700 - 9 AVENUE SW			CALGARY			AB	T2P3V4	

	COLLATERAL CLASSIFICATION									
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE		
10		X	X	X	X	X				

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION
14 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS,
15 ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

16	REGISTERING AGENT		ELDOR-WAL REGISTRATIONS LTD.			
17		ADDRESS	1200, 10123 99 ST NW	EDMONTON	AB	T5J3H1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : CANADABIS CAPITAL INC.
FILE CURRENCY : 12APR 2026

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
774188496	20210707 0959 1793 7185			

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj6 05/2022)

Ontario

This is Exhibit "HH" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19937759

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z19937759 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:38

Business Debtor Search For:

1998643 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Search ID #: Z19937759

Business Debtor Search For:
1998643 ALBERTA LTD.
Search ID #: Z19937759 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:38

Registration Number: 21070707449 Registration Type: SECURITY AGREEMENT
Registration Date: 2021-Jul-07 Registration Status: Current
Expiry Date: 2032-Jul-07 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1998643 ALBERTA LTD. 255 CLEARVIEW DRIVE RED DEER, AB T4E 3B6	Current

Secured Party / Parties

Block		Status
1	CONNECT FIRST CREDIT UNION LTD. SUITE 2720, 700 - 9 AVENUE SW CALGARY, AB T2P 3V4 Email: commercialcentralizedoperationsinquiries@connectfirstcu.com	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR WHICH IS NOW, OR AT ANY TIME HEREAFTER, LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF, THE LANDS WHICH ARE MUNICIPALLY KNOWN AS 255C CLEARVIEW DRIVE, RED DEER, ALBERTA T4E 3B6 AND/OR LEGALLY KNOWN AS PLAN 0820855 BLOCK 1 LOT 17 AND ANY AMENDMENTS TO TITLE OR SUBDIVISIONS THEREOF AND ALL PARTS, ACCESSORIES, ATTACHMENTS, EQUIPMENT ADDITIONS, ACCRETIONS AND ACCESSIONS THERETO.	Current
2	PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Search ID #: Z19937759

Business Debtor Search For:
1998643 ALBERTA LTD.
Search ID #: Z19937759 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:38

Registration Number: 22102725432
Registration Date: 2022-Oct-27
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-Oct-27 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1998643 ALBERTA LTD. 255C CLEARVIEW DRIVE RED DEER COUNTY, AB T4E3B6	Current

Secured Party / Parties

Block		Status
1	NFS LEASING CANADA, LTD 40 KING STREET WEST, SUITE 2100 TORONTO, ON M5H3C2 Email: ucc@nfsleasing.com	Current

Collateral: General

Block	Description	Status
1	SECURITY AGREEMENT DATED 10/25/2022	Current

Particulars

Block	Additional Information	Status
1	REGISTERING AGENT: NFS LEASING, INC 900 CUMMINGS CENTER, SUITE 226-U BEVERLY, MA 01915	Current

Search ID #: Z19937759

Business Debtor Search For:
1998643 ALBERTA LTD.
Search ID #: Z19937759 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:38

Registration Number: 23031014541
Registration Date: 2023-Mar-10
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Mar-10 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1998643 ALBERTA LTD 255C CLEARVIEW DRIVE RED DEER COUNTY, AB T4E3B6	Current

Secured Party / Parties

Block		Status
1	ROYAL BANK OF CANADA 10 YORK MILLS ROAD 3RD FLOOR TORONTO, ON M2P 0A2 Email: albertaprod@teranet.ca	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	4JGDF7FE2JB120590	2018	Mercedes-Benz G-Class	MV - Motor Vehicle	Current

Search ID #: Z19937759

Business Debtor Search For:
1998643 ALBERTA LTD.
Search ID #: Z19937759 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:38

Registration Number: 23032411900
Registration Date: 2023-Mar-24
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-Mar-24 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1998643 ALBERTA LTD 255C CLEARVIEW DR RED DEER, AB T4E 3B6	Current

Secured Party / Parties

Block		Status
1	RCAP LEASING INC. 5575 NORTH SERVICE RD,STE 300 BURLINGTON, ON L7L 6M1 Email: albertaprod@teranet.ca	Current

Collateral: General

Block	Description	Status
1	ALL PHOTOCOPIER EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS.	Current

Search ID #: Z19937759

Business Debtor Search For:
1998643 ALBERTA LTD.
Search ID #: Z19937759 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:38

Registration Number: 23033020289
Registration Date: 2023-Mar-30
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Mar-30 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1998643 ALBERTA LTD. 255C CLEARVIEW DRIVE RED DEER COUNTY, AB T4E 3B6	Current

Secured Party / Parties

Block		Status
1	NFS LEASING CANADA LTD. 40 KING STREET WEST, SUITE 2100, SCOTIA TORONTO, ON M5H 3C2 Email: absecparties@avssystems.ca	Current

Collateral: General

Block	Description	Status
1	SECURITY AGREEMENT DATED MARCH 22, 2023	Current

Search ID #: Z19937759

Business Debtor Search For:
1998643 ALBERTA LTD.
Search ID #: Z19937759 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:38

Registration Number: 23033108172
Registration Date: 2023-Mar-31
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Mar-31 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1998643 ALBERTA LTD. 255C CLEARVIEW DRIVE RED DEER COUNTY, AB T4E 3B6	Current

Secured Party / Parties

Block		Status
1	NFS LEASING CANADA LTD. 40 KING ST W, STE 2100, SCOTIA PLAZA TORONTO, ON M5H 3C2 Email: absecparties@avssystems.ca	Current

Search ID #: Z19937759

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTOR WHEREVER LOCATED, FINANCED UNDER AND DESCRIBED IN THE SCHEDULE 02 TO MASTER LEASE AGREEMENT 2022-0301 (THE "LEASE") ENTERED INTO BETWEEN DEBTOR AND THE SECURED PARTY, AS MAY BE AMENDED, MODIFIED, REPLACED OR SUPPLEMENTED FROM TIME TO TIME, TOGETHER WITH ALL OF DEBTOR'S RIGHTS, TITLE AND INTEREST IN AND TO USE ANY SOFTWARE AND SERVICES (COLLECTIVELY" SOFTWARE"), ALL SUBSTITUTIONS, ADDITIONS, ACCESSIONS AND REPLACEMENTS TO THE COLLATERAL OR SOFTWARE NOW OR HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION WITH THE COLLATERAL OR SOFTWARE AND THE PROCEEDS THEREOF TOGETHER WITH ALL PAYMENTS, INSURANCE PROCEEDS, CREDITS OR REFUNDS OBTAINED BY DEBTOR FROM A MANUFACTURER, LICENSOR OR SERVICE PROVIDER, OR OTHER PROCEEDS AND PAYMENTS DUE AND TO BECOME DUE AND ARISING FROM OR RELATING TO SUCH COLLATERAL, SOFTWARE OR THE LEASE, INCLUDING ALL LEASES AND SUBLEASES OF THE COLLATERAL TO THIRD PARTIES AND/OR RELATED PARTIES AND PAYMENT MADE UNDER SUCH LEASES AND ALL PROCEEDS AND PRODUCTS THEREOF, IN EACH CASE, NOW EXISTING OR HEREAFTER ARISING. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.	Current

Business Debtor Search For:
1998643 ALBERTA LTD.
Search ID #: Z19937759 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:38

Registration Number: 25032515948
Registration Date: 2025-Mar-25
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2030-Mar-25 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

25033133677	Amendment	2025-Mar-31

Debtor(s)

Block		Status
1	2208318 ALBERTA LTD. BOX 850 ROCKY MOUNTAIN HOUSE, AB T4T 1A6	Deleted by 25033133677

Block		Status
2	1998643 ALBERTA LTD. 255 CLEARVIEW DRIVE RED DEER COUNTY, AB T4E 3B6	Current by 25033133677

Secured Party / Parties

Block		Status
1	1998643 ALBERTA LTD. 255 CLEARVIEW DRIVE RED DEER, AB T4E 3B6 Email: info@chapmanriebeek.com	Deleted by 25033133677

Block		Status
2	2208318 ALBERTA LTD. BOX 850 ROCKY MOUNTAIN HOUSE, AB T4T 1A6 Email: info@chapmanriebeek.com	Current by 25033133677

Search ID #: Z19937759

Collateral: General

Block	Description	Status
1	All of the Debtor's present and after-acquired Personal Property	Current

Search ID #: Z19937759

Business Debtor Search For:
1998643 ALBERTA LTD.
Search ID #: Z19937759 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:38

Registration Number: 25032610250
Registration Date: 2025-Mar-26
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2031-Mar-26 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1998643 ALBERTA LTD. 255 CLEARVIEW DR. RED DEER COUNTY, AB T4E3B6	Current

Secured Party / Parties

Block		Status
1	FORD CREDIT CANADA COMPANY PO BOX 8651 STN MAIN CONCORD, ON L4K 0N8 Email: albertaprod@teranet.ca	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	1FT8W3BM1SEC15380	2025	FORD F350	MV - Motor Vehicle	Current

Result Complete

This is Exhibit "II" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Business Debtor - "1998643 ALBERTA LTD."

Search Date and Time: April 15, 2026 at 1:18:54 pm Pacific time
Account Name: 13139026 Canada Inc. dba Lienfluent
Folio Number: REGY-1776284334124

TABLE OF CONTENTS

1 Match in 1 Registration in Report | Exact Matches: 1 (*) | Total Search Report Pages: 3

	Base Registration	Base Registration Date	Debtor Name	Page
1	093387N	July 7, 2021	*** 1998643 ALBERTA LTD.**	2

Base Registration Number: 093387N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 7, 2021 at 7:30:02 am Pacific time
Current Expiry Date and Time:	July 7, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 15, 2026 at 1:18:54 pm Pacific time)

Secured Party Information

CONNECT FIRST CREDIT UNION LTD.

Address

SUITE 2720, 700 - 9 AVENUE SW
CALGARY AB
T2P 3V4 Canada

Debtor Information

1998643 ALBERTA LTD.

Address

255 CLEARVIEW DRIVE
RED DEER AB
T4E 3B6 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR WHICH IS NOW, OR AT ANY TIME HEREAFTER, LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF, THE LANDS WHICH ARE MUNICIPALLY KNOWN AS 255C CLEARVIEW DRIVE, RED DEER, ALBERTA ,T4E 3B6 AND/OR LEGALLY KNOWN AS PLAN 0820855 BLOCK 1 LOT 17 AND ANY AMENDMENTS TO TITLE OR SUBDIVISIONS THEREOF AND ALL PARTS, ACCESSORIES, ATTACHMENTS, EQUIPMENT ADDITIONS, ACCRETIONS AND ACCESSIONS THERETO. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF ,THE DEBTOR.

Original Registering Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

Address

1200, 10123 99ST NW
EDMONTON AB
T5J 3H1 Canada

This is Exhibit "JJ" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 20 27

Saskatchewan
Personal Property Registry
Search Result

Searching Party: PPSA Canada Inc.
Search Date: 15-Apr-2026 14:30:20

Search #: 205040301
Client Reference: 08A7CA09-CBAC-4D70-A

Search Type: Standard

Control #:

Search Criteria
Search By: Business Debtor Name
Business Name

1998643 ALBERTA LTD.

The following list displays all matches & indicates the ones that were selected.
1 Registration(s) Found: Exacts (1) - Similars (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302187454	Personal Property Security Agreement	1998643 Alberta Ltd.	Red Deer	N/A

Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration #: 302187454
Registration Date: 07-Jul-2021 08:03:33
Expiry Date: 07-Jul-2032

Event Type: Setup
Transaction Reason: Regular

Notations
Trust Indenture: No

Registrant

Party ID:	153171375-1	**Address:**	1200, 10123 99 St NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J3H1
			Canada

Secured Party

Item #:	1	**Address:**	Suite 2720, 700 - 9 Avenue SW
Party ID:	153723000-1		Calgary, Alberta
Entity Type:	Business		T2P3V4
Name:	Connect First Credit Union Ltd.		Canada

Debtor Party

* **Item #:**	1	**Address:**	255 Clearview Drive
Party ID:	153723012-1		Red Deer, Alberta
Entity Type:	Business		T4E3B6
Name:	1998643 Alberta Ltd.		Canada

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR WHICH IS NOW, OR AT ANY TIME HEREAFTER, LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF, THE LANDS WHICH ARE MUNICIPALLY KNOWN AS 255C CLEARVIEW DRIVE, RED DEER, ALBERTA T4E 3B6 AND/OR LEGALLY KNOWN AS PLAN 0820855 BLOCK 1 LOT 17 AND ANY AMENDMENTS TO TITLE OR SUBDIVISIONS THEREOF AND ALL PARTS, ACCESSORIES, ATTACHMENTS, EQUIPMENT ADDITIONS, ACCRETIONS AND ACCESSIONS THERETO.

PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

End of Search Result

This is Exhibit "KK" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19937753

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z19937753 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:02

Business Debtor Search For:

2103157 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Search ID #: Z19937753

Business Debtor Search For:
2103157 ALBERTA LTD.
Search ID #: Z19937753 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:02

Registration Number: 21070707067 Registration Type: SECURITY AGREEMENT
Registration Date: 2021-Jul-07 Registration Status: Current
Expiry Date: 2032-Jul-07 23:59:59

Exact Match on: Debtor No: 1
Exact Match on: Debtor No: 2

Debtor(s)

Block		Status
1	2103157 ALBERTA LTD. 410032 RANGE RD. 7-4 CLEARWATER COUNTY, AB T4T 1B4	Current

Block		Status
2	2103157 ALBERTA LTD. 124 LEVA AVENUE RED DEER, AB T4E 1B2	Current

Secured Party / Parties

Block		Status
1	CONNECT FIRST CREDIT UNION LTD. SUITE 2720, 700 - 9 AVENUE SW CALGARY, AB T2P 3V4 Email: commercialcentralizedoperationsinquiries@connectfirstcu.com	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR WHICH IS NOW, OR AT ANY TIME HEREAFTER, LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF, THE LANDS WHICH ARE MUNICIPALLY KNOWN AS 124 LEVA AVENUE, RED DEER, ALBERTA T4E 1B2 AND/OR LEGALLY KNOWN AS PLAN 1421970 BLOCK 8 LOT 5 AND ANY AMENDMENTS TO TITLE OR SUBDIVISIONS THEREOF AND ALL PARTS, ACCESSORIES, ATTACHMENTS, EQUIPMENT ADDITIONS, ACCRETIONS AND ACCESSIONS THERETO.	Current

Search ID #: Z19937753

2	PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Result Complete

This is Exhibit "LL" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19937750

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z19937750 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:00:48

Business Debtor Search For:

STIGMA PHARMACEUTICALS INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19937750

Business Debtor Search For:

STIGMA PHARMACEUTICALS INC.

Search ID #: Z19937750 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:00:48

Registration Number: 21070707502
Registration Date: 2021-Jul-07
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2032-Jul-07 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	STIGMA PHARMACEUTICALS INC. 255C CLEARVIEW DRIVE RED DEER, AB T4E 3B6	Current

Secured Party / Parties

Block		Status
1	CONNECT FIRST CREDIT UNION LTD. SUITE 2720, 700 - 9 AVENUE SW CALGARY, AB T2P 3V4 Email: commercialcentralizedoperationsinquiries@connectfirstcu.com	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.	Current

Result Complete

This is Exhibit "MM" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19937755

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z19937755 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:14

Business Debtor Search For:

FULL SPECTRUM LABS LTD.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Search ID #: Z19937755

Business Debtor Search For:

FULL SPECTRUM LABS LTD.

Search ID #: Z19937755 **Date of Search:** 2026-Apr-14 **Time of Search:** 09:01:14

Registration Number: 21070707235
Registration Date: 2021-Jul-07
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2032-Jul-07 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	FULL SPECTRUM LABS LTD. 410032 RANGE RD. 7-4 CLEARWATER COUNTY, AB T4T 1B4	Current

Secured Party / Parties

Block		Status
1	CONNECT FIRST CREDIT UNION LTD. SUITE 2720, 700 - 9 AVENUE SW CALGARY, AB T2P 3V4 Email: commercialcentralizedoperationsinquiries@connectfirstcu.com	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.	Current

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19937755

Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

Debtor Name / Address	Reg.#
FULL SPECTRUM SERVICES LTD. 715084B RGE RD 65 GRANDE PRAIRIE, AB T8X4K4	25041011282

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
FULL SPECTRUM SIDING LTD. 203-641 MAHAN RD GIBSONS, AB V0N 1V8	17032733767

WORKERS' COMPENSATION BOARD CHARGE

Debtor Name / Address	Reg.#
FULL SPECTRUM TRANSPORT LTD 2112-18 ST NORTH LETHBRIDGE, AB T1H 4H2	26010711399

SECURITY AGREEMENT

Result Complete

This is Exhibit "NN" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Business Debtor - "FULL SPECTRUM LABS"

Search Date and Time: April 15, 2026 at 1:18:54 pm Pacific time
Account Name: 13139026 Canada Inc. dba Lienfluent
Folio Number: REGY-1776284334023

TABLE OF CONTENTS

5 Matches in 5 Registrations in Report | Exact Matches: 1 (*) | Total Search Report Pages: 13

	Base Registration	Base Registration Date	Debtor Name	Page
1	866101J	March 8, 2017	FULL SPECTRUM CARPENTRY LIMITED	2
2	093408N	July 7, 2021	*** FULL SPECTRUM LABS LTD.**	5
3	757211P	August 29, 2023	FULL SPECTRUM AUTOMOTIVE LTD.	7
4	916866Q	February 3, 2025	FULL SPECTRUM AUTOMOTIVE LTD.	10
5	198726R	April 28, 2025	FULL SPECTRUM AUTOMOTIVE LTD.	12

Base Registration Number: 866101J

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 8, 2017 at 2:20:55 pm Pacific time
Current Expiry Date and Time:	March 8, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 15, 2026 at 1:18:54 pm Pacific time)

Secured Party Information

THE TORONTO-DOMINION BANK - 98860

Address

5000 ANDERSON WAY
VERNON BC
V1T 9V2 Canada

Debtor Information

FULL SPECTRUM CARPENTRY LIMITED

Address

4211 34 ST
VERNON BC
V1T 5Y5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREOF

Original Registering Party

THE TORONTO-DOMINION BANK - 98860

Address

5000 ANDERSON WAY
VERNON BC
V1T 9V2 Canada

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time:	January 11, 2022 at 2:26:09 pm Pacific time
Registration Number:	472626N
Registration Life:	5 Years
New Expiration Date and Time:	March 8, 2027 at 11:59:59 pm Pacific time

Registering Party Information

D & H LIMITED PARTNERSHIP

Address

4126 NORLAND AVENUE, SUITE 201
BURNABY BC
V5G 3S8 Canada

Base Registration Number: 093408N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 7, 2021 at 7:32:43 am Pacific time
Current Expiry Date and Time:	July 7, 2032 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 15, 2026 at 1:18:54 pm Pacific time)

Secured Party Information

CONNECT FIRST CREDIT UNION LTD.

Address

SUITE 2720, 700 - 9 AVENUE SW
CALGARY AB
T2P 3V4 Canada

Debtor Information

FULL SPECTRUM LABS LTD.

Address

410032 RANGE RD. 7-4
CLEARWATER COUNTY AB
T4T 1B4 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Original Registering Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

Address

1200, 10123 99ST NW
EDMONTON AB
T5J 3H1 Canada

Base Registration Number: 757211P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 29, 2023 at 2:14:43 pm Pacific time
Current Expiry Date and Time:	August 29, 2054 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 15, 2026 at 1:18:54 pm Pacific time)

Secured Party Information

BUSINESS DEVELOPMENT BANK OF CANADA

Address

303-121 5TH AVE
KAMLOOPS BC
V2C 0M1 Canada

Debtor Information

FULL SPECTRUM AUTOMOTIVE LTD.

Address

F-1658 VALLEYVIEW DR
KAMLOOPS BC
V2C 4B5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, FIXTURES, CROPS AND LICENCES, EXCLUDING CONSUMER GOODS, AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT, TOGETHER WITH AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.

Original Registering Party

MCMILLAN DUBO LLP

Address

401-121 5TH AVE
KAMLOOPS BC
V2C 0M1 Canada

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time:	August 29, 2023 at 2:15:08 pm Pacific time
Registration Number:	757214P
Registration Life:	6 Years
New Expiration Date and Time:	August 29, 2054 at 11:59:59 pm Pacific time

Registering Party Information

MCMILLAN DUBO LLP

Address

401-121 5TH AVE
KAMLOOPS BC
V2C 0M1 Canada

Base Registration Number: 916866Q

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 3, 2025 at 6:45:18 am Pacific time
Current Expiry Date and Time:	February 3, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 15, 2026 at 1:18:54 pm Pacific time)

Secured Party Information

FORD CREDIT CANADA COMPANY

Address

PO BOX 8651 STN MAIN
CONCORD ON
L4K 0N8 Canada

Debtor Information

FULL SPECTRUM AUTOMOTIVE LTD.

Address

1658 F VALLEYVIEW DR
KAMLOOPS BC
V2C 4B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2024	FORD / F150	1FTFW3L83RKF74590

General Collateral

None.

Original Registering Party

D + H LIMITED PARTNERSHIP

Address

2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

Base Registration Number: 198726R

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	April 28, 2025 at 9:32:06 am Pacific time
Current Expiry Date and Time:	April 28, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of April 15, 2026 at 1:18:54 pm Pacific time)

Secured Party Information

TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.

Address

630 - 401 THE WEST MALL
TORONTO ON
M9C 5J5 Canada

Debtor Information

FULL SPECTRUM AUTOMOTIVE LTD.

Address

1658F VALLEYVIEW DRIVE
KAMLOOPS BC
V2C 4B5 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2013	TOYOTA / 8FGU32	36962

General Collateral

Base Registration General Collateral:

MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS, ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)

Original Registering Party

PPSA CANADA INC. - (8154)

Address

110 SHEPPARD AVE EAST, SUITE 303
TORONTO ON
M2N 6Y8 Canada

This is Exhibit "OO" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0033 018 797	0820855;1;17	192 256 269

LEGAL DESCRIPTION
PLAN 0820855
BLOCK 1
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.32 HECTARES (8.2 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;37;27;NE

MUNICIPALITY: RED DEER COUNTY

REFERENCE NUMBER: 122 102 386 +7

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
192 256 269	23/10/2019	TRANSFER OF LAND	$4,212,000	SEE INSTRUMENT

OWNERS

1998643 ALBERTA LTD.
OF 255C CLEARVIEW DRIVE
RED DEER COUNTY
ALBERTA T4E 3B6
(DATA UPDATED BY: CHANGE OF ADDRESS 192290913)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 054 092	04/02/2008	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. AS TO PORTION OR PLAN:0820856
082 054 093	04/02/2008	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. AS TO PORTION OR PLAN:0820856

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 054 094	04/02/2008	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. AS TO PORTION OR PLAN:0820856
182 313 411	13/12/2018	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - FORTISALBERTA INC. ATTN: LAND DEPT. 320 17 AVE SW CALGARY ALBERTA T2S2V1 AGENT - BETH HERGERT
212 201 497	18/09/2021	MORTGAGE MORTGAGEE - CONNECT FIRST CREDIT UNION LTD. SUITE 2720, 700-9TH AVENUE SW CALGARY ALBERTA T2P3V4 ORIGINAL PRINCIPAL AMOUNT: $8,850,000
212 201 498	18/09/2021	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CONNECT FIRST CREDIT UNION LTD. C/O DENTONS CANADA LLP 1500, 850 2ND STREET SW CALGARY ALBERTA T2P0R8 AGENT - BEN NUTTALL
212 201 499	18/09/2021	POSTPONEMENT OF CAVE 182313411 TO MORT 212201497 CAVE 212201498
252 141 021	30/05/2025	MORTGAGE MORTGAGEE - 2208318 ALBERTA LTD. PO BOX 850 ROCKY MOUNTAIN HOUSE ALBERTA T4T1A6 ORIGINAL PRINCIPAL AMOUNT: $1,168,000

TOTAL INSTRUMENTS: 008

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	SUBMITTER	LAND ID
H002TXT	13/03/2026	DOHERTY SCHULDHAUS LLP 780-450-1106	

(CONTINUED)

DRR NUMBER	RECEIVED DATE (D/M/Y)	SUBMITTER	LAND ID
		CUSTOMER FILE NUMBER: 29846	
001		MORTGAGE AMOUNT: $650,000	#192 256 269

TOTAL PENDING REGISTRATIONS: 001

DISCLAIMER: THE DOCUMENT INFORMATION REFLECTED IN THE PENDING REGISTRATION QUEUE HAS NOT BEEN VERIFIED BY LAND TITLES AND MAY BE SUBJECT TO CHANGE UPON REVIEW AND REGISTRATION.

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 14 DAY OF APRIL, 2026 AT 08:43 A.M.

ORDER NUMBER: 56842146

CUSTOMER FILE NUMBER:

END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

This is Exhibit "PP" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0036 130 235	1421970;8;5	192 045 918

LEGAL DESCRIPTION
PLAN 1421970
BLOCK 8
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;37;29;SE

MUNICIPALITY: RED DEER COUNTY

REFERENCE NUMBER: 182 116 047

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
192 045 918	26/02/2019	TRANSFER OF LAND	$1,250,000	$1,250,000

OWNERS

2103157 ALBERTA LTD.
OF PO BOX 850
ROCKY MOUNTAIN HOUSE
ALBERTA T4T 1A6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
912 313 091	14/11/1991	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED. AS TO PORTION OR PLAN:PORTION
132 289 573	12/09/2013	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - FORTISALBERTA INC. 320-17 AVE SW

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2S2V1 AGENT - GARRY SIMPSON
142 071 020	10/03/2014	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - FORTISALBERTA INC. 700, 801-7 AVE SW CALGARY ALBERTA T2S2V1 AGENT - LOGAN JOHN MURIAS
142 115 823	23/04/2014	EASEMENT OVER AND FOR THE BENEFIT OF SEE INSTRUMENT
212 201 519	18/09/2021	MORTGAGE MORTGAGEE - CONNECT FIRST CREDIT UNION LTD. SUITE 2720, 700-9TH AVENUE SW CALGARY ALBERTA T2P3V4 ORIGINAL PRINCIPAL AMOUNT: $750,000
212 201 520	18/09/2021	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CONNECT FIRST CREDIT UNION LTD. C/O DENTONS CANADA LLP 1500, 850 2ND STREET SW CALGARY ALBERTA T2P0R8 AGENT - BEN NUTTALL

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 14 DAY OF APRIL, 2026 AT 08:41 A.M.

ORDER NUMBER: 56842106

CUSTOMER FILE NUMBER:

END OF CERTIFICATE

(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



COURT FILE NUMBER	2601-07007
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
PLAINTIFF(S)/APPLICANTS	CANADABIS CAPITAL INC., 1998643 ALBERTA LTD., STIGMA PHARMACEUTICALS INC., 2103157 ALBERTA LTD., AND FULL SPECTRUM LABS LTD.
DOCUMENT	**FIRST AFFIDAVIT OF TRAVIS MCINTYRE** **VOLUME 3 OF 3**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, Ontario M5K 1K7 Attn: **Mitchell W. Grossell / Derek Harland / Andrew Nesbitt** Telephone: 416-304-1616 Email: mgrossell@tgf.ca / dharland@tgf.ca / anesbitt@tgf.ca

This is Exhibit "QQ" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

MAY 10, 2025

To: 1998643 ALBERTA LTD.

Dear Sir:

RE: LOAN AGREEMENT

RUNWAY DEVELOPMENTS INC. is pleased to offer 1998643 Alberta Ltd., hereinafter referred to as the "Borrower", a loan of $650,000.00 upon the following terms and conditions:

SECURITY AND LEGAL DOCUMENTATION

1. Loan Agreement;
2. Second Mortgage on land legally described as PLAN 0820855 BLOCK 1 LOT 17
3. Promissory Note;
4. Any other security deemed necessary or appropriate by the Lender or its solicitors.

TERMS OF REPAYMENT

1.	Principal Amount:	$650,000.00
2.	Interest Adjustment Date:	May 10, 2025
3.	Term of Mortgage:	ON DEMAND

PREPAYMENT PRIVILEGE

During the term of this Mortgage, and providing the Borrower is not in default of the terms, conditions and provisos herein, the Borrower may prepay, in whole or in part, the Principal Amount, without notice, bonus, or penalty on the anniversary date of each year.

LEGAL FEES

Payment of all legal charges relative to the preparation, execution and registration of the security documents are the responsibility of the borrower.

OTHER DOCUMENTS

1. Confirmation that taxes are paid to date of advance;
2. Insurance with **first/Second** loss payable to RUNWAY DEVELOPMENTS INC. of 1203-8A Street, Nisku, Alberta, T9E 7R3

ACCEPTANCE

This loan offer will become effective upon our receipt of this correspondence duly acknowledged by the Borrower.

Yours truly,

RUNWAY DEVELOPMENTS INC.

Acknowledged:



1998643 ALBERTA LTD.

This loan offer will become effective upon our receipt of this correspondence duly acknowledged by the Borrower.

Yours truly,



RUNWAY DEVELOPMENTS INC.

Acknowledged:

_____

1998643 ALBERTA LTD.

M O R T G A G E
PURSUANT TO "THE LAND TITLES ACT"

WHEREAS:

A. At the request of the Mortgagor, the Mortgagee has advanced or agreed to advance monies in the sum of Six Hundred and Fifty Thousand ($650,000.00) Dollars to **1998643 Alberta Ltd.**, on or about 10th day of May, 2025 (the "Loan");

B. To secure the Loan, the Mortgagor has agreed to execute and deliver this Mortgage as collateral security for the Loan. Payment in full on this Mortgage shall be made on demand, and upon payment in full, the Mortgagee shall, at the expense and request of the Mortgagor, execute a discharge of this Mortgage.

NOW THEREFORE, 1998643 Alberta Ltd., of 255C Clearview Drive, Red Deer County, Alberta T4E 3B6, (herein called "the Mortgagor") being registered as owner of an estate in fee simple possession, as Joint Tenants, subject, however, to such encumbrances, liens and interests as are notified by memorandum and underwritten or endorsed hereon, in all and singular that certain piece or parcel of land situate in the Province of Alberta, Canada, described as:

Plan 0820855
Block 1
Lot 17
Excepting thereout all mines and minerals
Area: 3.32 Hectares (8.2 Acres) More or less

together with the benefits and advantages of all easements, franchises and privileges now or hereafter appurtenant or appertaining thereto (hereinafter sometimes called "the said lands" or "the mortgaged premises") in consideration of ONE ($1.00) DOLLAR now paid by **RUNWAY DEVELOPMENTS INC.** of 1203-8A Street, Nisku, Alberta, T9E 7R3 (herein referred to as the "Mortgagee") to the Mortgagor and also in consideration of the premises hereof and as security for the loan, the Mortgagor COVENANTS AND AGREES with the Mortgagee that:

1. The Mortgagor shall pay to the Mortgagee the principal sum of SIX HUNDRED AND FIFTY THOUSAND ($650,000.00) DOLLARS ("principal sum") in lawful money of Canada at the address of the Mortgagee being 1203-8A Street, Nisku, Alberta, T9E 7R3, or at such other place as may be designated by the Mortgagee, upon DEMAND.

2. That any erections, buildings, improvements or chattels, now or hereafter erected on, physically connected with, or placed upon the mortgaged premises (either fixed or moveable), shall thereupon become fixtures and be part of the realty and form part of this security, and are included in the expression "the said lands" and "mortgaged premises" and "premises" and until payment of all moneys owing under this Mortgage, the same or any part thereof shall not be removed (except for repair or replacement with equivalent or higher quality substitutes) without the prior written consent of the Mortgagee. The Mortgagor covenants

that it will not demolish any part of the buildings on the said lands without the consent of the Mortgagee and that it will not proceed with any substantial alteration, remodeling or rebuilding of or any addition to the buildings on the said lands or any part of them without first obtaining the Mortgagee's written approval of the plans and specifications thereof. The Mortgagor will not commit any acts of waste and will at all times during the continuance of this security repair, maintain, restore and keep in order all aforesaid erections, buildings, improvements or chattels and in the event of any loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair, rebuild or reinstate the same within a time to be reasonably determined by the Mortgagee and to be stated in such notice, and upon the Mortgagor failing so to repair, rebuild or reinstate within such time, such failure shall constitute a breach of covenant hereunder and thereupon the Mortgage moneys shall, at the option of the Mortgagee, become immediately due and payable without restricting any other rights and remedies to which the Mortgagee may be entitled in respect of such a breach. Without restricting the generality of the foregoing, the Mortgagor shall ensure at all times that all buildings situate on and forming part of the mortgaged premises are adequately heated and protected to prevent freeze-up or other damage from occurring. This provision shall be in addition to any statutory covenants implied in this Mortgage.

3. Neither execution nor registration nor acceptance of this Mortgage, nor the advance of part of the money contemplated by the Loan, shall bind the Mortgagee to advance the said Loan or any unadvanced portion thereof, but nevertheless this Mortgage shall take effect forthwith on the execution of these presents and if the Loan or any part thereof shall not be advanced at the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates and the amount of such advances when so made shall be secured hereby and repayable as herein provided.

4. The Mortgagor covenants and agrees to pay when and as the same fall due all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the said lands and in default of the payment by the Mortgagor of such taxes as aforesaid, then the Mortgagee may pay such taxes and also any liens, charges or encumbrances which may be charged against the said lands and all moneys expended by the Mortgagee for any of such purposes shall be added to the principal sums hereby secured and repaid by the Mortgagor to the Mortgagee forthwith.

5. The Mortgagor covenants and agrees to forthwith insure and during the continuance of this security keep insured in favour of the Mortgagee each and every building on the said lands and which may hereafter be erected thereon, both during erection and thereafter against all risks of direct physical loss with only such exclusions as the Mortgagee may approve for the lesser of their full insurable value on a replacement cost basis and the amount of Mortgage moneys secured hereunder; such insurance policy shall not contain a co-insurance clause. The policy of insurance shall be with a company approved by the Mortgagee; and the Mortgagor shall forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereof appertaining; and if it shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Mortgagee at least fifteen (15) days before the termination of any such insurance, evidence of renewal thereof, the Mortgagee shall be entitled but shall not be obligated to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage, furnish at its own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys.

All moneys received by virtue of any insurance policy or policies as aforesaid may, at the option of the Mortgagee, either be applied in or toward repairing, rebuilding or reinstating the mortgaged premises or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the mortgaged premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Mortgagee, in whole or in part on the Mortgage moneys, or any part thereof, whether due or not then due.

6. As further security for payment of all Mortgage moneys owing hereunder, the Mortgagor hereby assigns and agrees to assign to the Mortgagee all rents which shall now or hereafter may become payable by reason of any tenancy or tenancies covering the mortgaged premises or any part thereof. The Mortgagee shall have the right, by its agents or otherwise, to take and receive the rents thereof and for such purposes, the Mortgagor hereby appoints the Mortgagee attorney for the Mortgagor and in the Mortgagor's name to execute such agreements, transfers or conveyances as may be required for the purposes aforesaid, the Mortgagor hereby confirming and ratifying all things which the Mortgagee may do in connection therewith; and the Mortgagor agrees to execute such further assurances as may be required to give effect to the true intent and purpose of this provision, PROVIDED THAT:

(a) So long as the Mortgagor is not in default under the provisions of this Mortgage, the Mortgagor may directly take and receive the rent due from time to time under any lease or rental agreement but no rents in excess of one (1) monthly instalment in advance may be so collected by the Mortgagor without the consent of the Mortgagee; and

(b) Nothing in this provision shall make the Mortgagee responsible for the collection of the said rents or any part thereof or chargeable or accountable as a Mortgagee in possession.

7. The Mortgagor covenants and agrees with the Mortgagee that in the event of default in the payment of principal or interest or any other moneys payable hereunder by it, or on breach of any covenant, proviso or agreement herein contained, after all or any part of the Mortgage moneys hereby secured have been advanced, the Mortgagee may, without notice to the Mortgagor, and without the concurrence of any person, enter upon the said lands and may make such arrangements for completing the construction or repairing or putting in order any buildings or other improvements within, upon or under the mortgaged premises, or for inspection, taking care of, leasing, collecting the rents of and managing generally the mortgaged premises as the Mortgagee may deem expedient; and all costs, charges and expenses, including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the mortgaged premises and shall bear interest at the mortgage rate until paid.

8. The Mortgagor further covenants and agrees with the Mortgagee that in the event of default in the payment of principal or any other moneys payable hereunder by it, or on breach of any covenant, provisos, agreement or stipulation expressed or implied herein, then:

(a) The Mortgagee may, at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(b) The Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the said lands and mortgaged premises;

(c) It shall and may be lawful for and the Mortgagor does hereby grant full power, right and license to the Mortgagee to enter, seize and distrain upon the said lands and premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises, as much of the Mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;

(d) The Mortgagee may sell and dispose of the said lands and premises with or without entering into possession of the same and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this Mortgage may be exercised; and the Mortgagee may sell, transfer and convey any part of the said lands and premises on such terms of credit or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and sales may be made from time to time of parts of the said lands and premises to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make stipulations as to title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and

(e) The Mortgagee shall be entitled (in addition and without prejudice to all its other rights and privileges) forthwith to apply for and obtain the appointment of a Receiver of the said lands and premises and the rents and profits thereof without the necessity of first exercising its rights to enter into possession.

9. The Mortgagor further covenants and agrees with the Mortgagee that:

(a) It is agreed that this Mortgage, the taking, foreclosure or cancellation thereof or any other dealing with or proceeding under the same shall not operate by way of merger of any indebtedness of the Mortgagor to the Mortgagee or any contract or instrument by which the same now or at any time hereafter be

represented or evidenced, nor shall it operate to suspend payment of any such indebtedness or affect or prejudice in any way the rights, remedies and powers of the Mortgagee in respect thereof or any securities held by the Mortgagee for the payment thereof; and that no judgment recovered by the Mortgagee and no other dealing with any other security for the moneys advanced hereunder or secured hereby shall operate by way of merger of this Mortgage or in any way affect the security hereby created or the Mortgagee's right to interest at the rate and times herein provided. Further that the said judgment shall provide that interest thereon be computed at the same rate and in the same manner as the mortgage rate herein provided until the said judgment shall have been fully paid and satisfied;

(b) The Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of the Mortgage moneys hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said Mortgage moneys or any part thereof, either with or without any consideration therefore, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the lands, securities and covenants remaining unreleased shall stand charged with the whole of the Mortgage moneys hereby secured;

(c) No extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the Mortgage moneys hereby secured;

(d) The waiver of one or more defaults under this Mortgage shall not be construed as a waiver of any subsequent or other default;

(e) All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this Mortgage and for examining the mortgaged premises and the title thereto, and for making or maintaining this Mortgage a first charge on the mortgaged premises, subject only to such permitted encumbrances as are set forth in Schedule "A" hereto, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums , taxes or rates, or in or toward payment of prior liens, charges, encumbrances, or claims charged or to be charged against the mortgaged premises or on this Mortgage or on the Mortgagee in respect of this Mortgage, and in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing or improving the mortgaged premises, including the price or value of any goods of any sort or description supplied to be used on the mortgaged premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs, as between solicitor and client, and an allowance for the time, work and expenses of the Mortgagee, or of any agent, solicitor or employee of the Mortgagee, for

any purpose herein provided for and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise are to be secured hereby and shall be a charge on the mortgaged premises, together with interest thereon at the said mortgage rate, and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment, except as herein otherwise provided, and all such sums together with interest thereon are included in the expression "the Mortgage moneys";

(f) In the event of the Mortgage moneys advanced hereunder,or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity of amount of any advance or disbursement made under this Mortgage or of any claim so paid off, shall be final and binding on the Mortgagor;

(g) The Mortgagee shall not be charged with any moneys receivable or collectible out of the said lands or otherwise, except those actually received; and all revenue of the said mortgaged premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee, be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other charges against the mortgaged premises, or applied on the mortgage account;

(h) The Mortgagee or its agent may at any reasonable time and with prior reasonable notice, enter upon the said lands to inspect the lands and buildings thereon;

(i) The Mortgagor will at all times abide by all the statutes, by-laws and regulations relating to its operations in respect of the said lands, and the construction of any and all improvements thereon;

(j) The Mortgagor shall not, without the prior written consent of the Mortgagee create any other interests, liens or encumbrances, ranking or purportedly ranking ahead of or pari passu with the Mortgagee's second charge on the mortgaged premises pursuant to this Mortgage;

(k) If the said lands or any portion thereof are condemned or expropriated or any notice is given with respect to such proceedings, then, the Mortgagor, immediately upon being apprised of same, shall forthwith notify the Mortgagee and provide all relevant particulars;

(l) If the said land or any part thereof is condemned or expropriated to an extent which, in the Mortgagee's reasonable discretion, materially affects this Mortgage or any collateral security therefor, the full amount of the Mortgage moneys then outstanding shall, at the election of the Mortgagee, be deemed to become due and payable in full on the day before the land is expropriated and

interest shall accrue thereon, at the aforesaid rate, until the Mortgagee has been paid in full and the Mortgagor shall be estopped from denying otherwise;

(m) The Mortgagor shall pay or cause to be paid to the Mortgagee, upon request of the Mortgagee, from any expropriation proceeds received, the lesser of the full amount of the Mortgage moneys then outstanding hereunder and the amount of the expropriation proceeds received;

(n) Whenever the singular number or the masculine gender is used in this Mortgage the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where this Mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute and all rights and liabilities under this Mortgage shall enure to the benefit of and be binding upon the Mortgagor, the Mortgagee and their respective successors and assigns;

(o) If without the prior consent in writing of the Mortgagee (which may be arbitrarily withheld) first had and obtained, the mortgaged premises or any portion thereof are sold, transferred, further encumbered or otherwise disposed of then, at the option of the Mortgagee to be exercised by notice in writing to the Mortgagor, the whole of the Mortgage moneys hereby secured shall forthwith become due and payable in like manner and to all intents and purposes as if the time mentioned for payment had fully come and expired.

10. The Mortgagor further covenants and agrees with the Mortgagee that it, subject always to those encumbrances described in Schedule "A";

(a) has a good title to the said lands;

(b) has the right to mortgage the said lands;

(c) on default the Mortgagee shall have quiet possession of the said lands, free from all encumbrances;

(d) will execute such further assurance of the said lands as may be requisite; and

(e) has done no act to encumber the said lands.

11. Any notice or demand required or permitted to be made or given by the Mortgagee to the Mortgagor may be made or given by serving the same upon the Mortgagor or by mailing the same by single registered mail addressed to the Mortgagee, Lourdes Abanes Dimaano-Rondeau at 7119 Terwillegar Dr S NW, Edmonton, Alberta T6R 0R5. Any notice or demand given in such manner shall be conclusively deemed to be received by the Mortgagor on the date of delivery or upon the third (3rd) day after the date of mailing, PROVIDED THAT normal postal service is in existence at the time of mailing and for five (5) days thereafter. In the event of disruption of normal postal service, the Mortgagee, when giving notice hereunder, shall be required to deliver the same.

Any notice required or permitted to be made or given by the Mortgagor to the Mortgagee may be made or given by serving the same upon the Mortgagee or by mailing the same by single registered mail to the Mortgagee at 4207 109A Street NW, Edmonton AB T6J 2R7. Any notice or demand given in such manner shall be conclusively deemed to be received by the Mortgagee on the date of delivery or the third (3rd) day after the date of mailing, PROVIDED THAT normal postal service is in existence at the time of mailing and for five (5) days thereafter. In the event of disruption of normal postal service, the Mortgagor, when giving notice hereunder, shall be required to deliver the same.

Either party may change its address by notice in writing served upon the other party in the manner aforesaid.

12. And for the better securing to the Mortgagee the repayment in the manner aforesaid of the principal sum and other Mortgage moneys hereby secured, the Mortgagor does hereby mortgage to the Mortgagee all its estate and interest in the said lands.

13. The premises hereof are incorporated into and form a part of this Mortgage as if specifically set our herein.

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and affixed his seal as of the 10th day of May, 2025.

1998643 ALBERTA LTD.

Per: _____

SCHEDULE "A"

SUBJECT TO THE FOLLOWING ENCUMBRANCES:

082 054 092- Utility Right of Way
082 054 093- Utility Right of Way
082 054 094- Utility Right of Way
182 313 411- Caveat Re: Agreement Charging Land
212 201 497- Mortgage-Connect First Credit Union Ltd.
212 201 498- Caveat- Assignment of Rents and Leases
212 201 499- Postponement
252 141 021 Mortgage-2208318 Alberta Ltd.

PROMISSORY NOTE

Amount: $650,000.00

May 10, 2025
Edmonton Alberta

FOR VALUABLE CONSIDERATION RECEIVED, 1998643 ALBERTA LTD. promises to pay to RUNWAY DEVELOPMENTS INC., the sum of **Six Hundred and Fifty Thousand ($650,000.00) DOLLARS** in lawful money of Canada ON DEMAND.

This Promissory Note shall be secured herein by way of an interest in real property, and the undersigned hereby acknowledge and agree that this Promissory Note may be registered by way of a Caveat against the following lands and shall mortgage and charge the following lands, legally described as:

PLAN 0820855
BLOCK 1
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.32 HECTARES (8.2 ACRES) MORE OR LESS

Upon non-payment of all or any part of any installment of principal or interest when due as provided herein, or in the event of the breach, non-observance or non-performance by the maker hereof of any term or condition contained in any form of security or collateral security taken in conjunction herewith, then the entire balance owing shall, at the option of the Holder, become due and payable.

All fees, costs and expenses for solicitors, inspectors, valuators, surveyors and others howsoever relating to this Promissory Note including, without limitation, registering this Promissory Note, if applicable, and maintaining, preserving or enforcing the charge hereby created or acknowledged (including, without limitation, lawyers fees as between a solicitor and his own client on a full indemnity basis), shall be paid by the undersigned.

Provided that the borrower shall have the privilege, when not in default hereunder, of prepaying in whole or any part of the balance outstanding hereunder, at any time without notice or bonus, but in the event of any such partial prepayment, any payments required to be made hereunder shall continue to fall due at the times and in the amount hereinbefore provided until the full balance of principal and interest shall have been paid.

1998643 ALBERTA LTD.



(promisor)

This is Exhibit "RR" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

DEMAND PROMISSORY NOTE

For value received, **1998643 Alberta Ltd.** (the "**Borrower**") hereby promises to pay **ON DEMAND** the principal sum of One Million, One Hundred Sixty Eight Thousand ($1,168,000.00) Dollars (the "**Principal Sum**") together with interest, with interest at ATB prime rate plus one percent (prime + 1%) commencing on the Effective Date of this Promissory Note (the "**Accrued Interest**"), calculated monthly not in advance until the full amount of the principal sum and interest is paid in full, in lawful money of Canada lent to the Borrower by **2208318 Alberta Ltd.** (the "**Lender**") of PO Box 850, Rocky Mountain House, AB, T4T 1A6, in the following manner and hereby acknowledges, covenants, and agrees with the Lender that:

1. The Borrower shall pay to the Lender the Principal Sum and the Accrued Interest in lawful money of Canada, at the Lender's address noted above, or at such other place as may be designated by the Lender, ON DEMAND by the Lender.

2. In the event it is necessary for the Lender to enforce the terms of this Promissory Note, the Lender shall be entitled to all reasonable charges and expenses relative to said enforcement including, but not as to restrict the generality of the foregoing, all reasonable costs as between solicitor and his client. The Borrower nevertheless, confirms that this Promissory Note is for a sum certain as contemplated by the *Bills of Exchange Act* (Canada).

3. In the event of a default pursuant to the repayment provisions of this Promissory Note, the entire amount due and owing shall at the option of the Lender, become immediately due and payable.

4. The Borrower hereby waives demand and presentment for payment, notice of non-payment, protest, notice of protest, notice of dishonour, bringing of suit and diligence in taking any action.

5. The Borrower states that this loan of $1,168,000.00, is a specific charge and encumbrance against the following real property, which is pledged and placed as collateral for the payment of this loan:

   PLAN 0820855
   BLOCK 1
   LOT 17
   EXCEPTING THEREOUT ALL MINES AND MINERALS

   And is to be registered in the North Alberta Land Titles Office against the said property.

6. This Promissory Note shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

DATED effective the 21st day of March, 2025.

Witness: Mathew D. James

1998643 Alberta Ltd.

Per: _____
Kim McIntyre
I have authority to bind the corporation

This is Exhibit "SS" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

GENERAL SECURITY AGREEMENT

TO: **2208318 Alberta Ltd.**
(herein collectively referred to as the "Secured Party")

FROM: **1998643 Alberta Ltd. o/a Stigma Grow**
(herein referred to as "the Debtor")

WHEREAS the Secured Party has lent the Debtor funds in excess of $1,168,0000.00, which may change from time to time (the "Debt");

AND WHEREAS the Secured Party has not yet called the Debt, despite the parties acknowledging the ability to do so;

AND WHEREAS as the Debtor has requested the Secured Party's agreement to forbear from calling and enforcing the Debt, and desires to grant the Secured Party a security interest in the Collateral, as defined herein, to secure any and all Debt and Indebtedness, as defined herein;

NOW THEREFORE in consideration of the mutual covenants, terms and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

All terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* of Alberta, as in force at the date of this Agreement, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein defined as the "PPSA".

2. SECURITY INTEREST

As continuing security for the payment and performance of all debts, liabilities and obligations of the Debtor to the Secured Party howsoever arising (present and future, absolute and contingent) (the "Indebtedness") the Debtor grants, assigns, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge, and grants a Security Interest to and in favour of the Secured Party in the undertaking of the Debtor and in all personal property referred to in **Schedule "A"** and in all Proceeds and renewals thereof, accessions thereto and substitutions therefor (the "Collateral"). The Debtor warrants and acknowledges to and in favour of the Secured Party that:

(a) the parties intend the Security Interest hereby constituted in its existing property to attach upon execution and delivery hereof;

(b) the parties intend the Security Interest created in after-acquired property of the Debtor to attach at the same time as it acquires rights in the said after-acquired property; and

(c) value has been given.

3. CONTINUOUS INTEREST

The mortgage, pledge, charge and Security Interest hereby created shall be a continuous charge notwithstanding the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance and notwithstanding monies advanced may be repaid and further advances made to or to the order of the Debtor or in respect of which the Debtor is liable.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default, or until the Secured Party provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may not, and agrees that it will not, without the prior written consent of the Secured Party:

(a) Sell or dispose of any of the Collateral otherwise than for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or

(b) Create or incur any Security Interest, lien, assessment, or encumbrance upon any of the Collateral which ranks or purports to rank, or is capable of being enforced in priority to or equally with the Security Interest granted under this Agreement, except Purchase Money Security Interests and Leases incurred in the ordinary course of the Debtor's business.

If the Collateral comprises any Securities, Chattel Paper, Instruments, Money or Documents of Title, the Debtor will, upon request, deliver the same to the Secured Party and will allow the Secured Party to retain possession of the same.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants with the Secured Party that:

(a) The Collateral is owned by the Debtor free of all Security Interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for those encumbrances shown of Schedule “B” hereto;

(b) Each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to the Secured Party

from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor;

(c) The Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business and has full power and authority to execute, deliver and perform all of its obligations under this Agreement;

(d) This Agreement when duly executed and delivered by the Debtor will constitute a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other laws of general application affecting creditors' rights and by rules of equity governing enforceability by specific performance;

(e) There is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(f) There is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder, save for those shown on Schedule "C" hereto;

(g) The names of the Debtor are accurately and fully set out above, and the Debtor is not known by any other names.

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with the Secured Party that:

(a) The Debtor owns and will maintain the Collateral free of Encumbrances, except those described in Schedule "B" hereto, or hereafter approved in writing by the Secured Party prior to their creation or assumption, and will defend title to the Collateral for the benefit of the Secured Party against the claims and demands of all persons;

(b) The Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be impaired, and will permit the Secured Party or such person as the Secured Party may from time to time appoint to enter into any premises where the Collateral may be kept to view its condition;

(c) The Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to the

Secured Party any information which it may reasonably require relating to the Debtor's business;

(d) The Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workmen, employees, contractors, subcontractors, suppliers of materials and other debts which, when unpaid, might under the laws of Canada or any province of Canada have priority over the Security Interest granted by this Agreement;

(e) The Debtor will punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;

(f) The Debtor will immediately give notice to the Secured Party of:

(i) any change in the location of the Collateral;
(ii) the details of any material acquisition or disposition of Collateral (whether authorized by The Secured Party or not);
(iii) any material loss of or damages to Collateral;
(iv) the details of any claims or litigation affecting materially the Debtor or Collateral; and
(v) any changes of its name.

(g) The Debtor will insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and will maintain all such other insurance as the Secured Party may reasonably require. The loss under the policies of insurance will be made payable to the Secured Party as its interest may appear and will be written by an insurance company approved by the Secured Party in terms satisfactory to the Secured Party and the Debtor will provide the Secured Party with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and deliver to the Secured Party proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proof and will do all necessary acts to enable the Secured Party to obtain payment of the insurance monies;

(h) The Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral;

(i) The Debtor will not remove any of the Collateral from Alberta without prior written consent of the Secured Party;

(j) The Secured Party may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at prime rate, as

posted by ATB from time to time, payable by the Debtor on any portion of the Indebtedness;

(k) The Secured Party may from time to time specify to the Debtor in writing affirmative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as the Secured Party may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement.

7. DEFAULT

The happening of any of the following shall constitute Default under this Agreement:

(a) The Debtor fails to pay, when due, the Indebtedness or any part thereof or to perform when due any other obligation to the Secured Party;

(b) The Debtor fails when due to perform any obligation to any other person, and such failure is not cured within 30 days of the date the Debtor first knew or should have known of such failure;

(c) Any representation or warranty made in this Agreement or any other document or report furnished to the Secured Party in respect of the Debtor or the Collateral proves to have been or to have become false or materially misleading;

(d) The Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(e) Any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(f) An order is made or a resolution passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor;

(g) The Debtor becomes insolvent or makes an assignment or proposal for the benefit of its creditors, or a Bankruptcy Petition or Receiving Order is filed or made against the Debtor, or a Receiver of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy Act* or any other Act for the benefit of its creditors;

(h) Any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a Secured Party takes possession of any of the Debtor's property;

(i) Any material adverse change occurs in the financial position of the Debtor;

(j) The Secured Party considers that it is insecure or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) The Secured Party may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Secured Party in its sole discretion may determine and the proceeds of such sale less all costs and expenses of the Secured Party (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) The Secured Party has the right to enforce this Agreement by any method provided for in this Agreement and as permitted by law, and to dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;

(c) The Secured Party may appoint any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in its stead. The term "Receiver" as used in this Agreement includes a Receiver-Manager;

(d) Any Receiver will have the power:

(i) to take possession of any Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
(ii) to carry on or concur in carrying on the business of the Debtor;
(iii) to sell or lease any Collateral;
(iv) to make any arrangement or compromise which it may think expedient in the interest of the Secured Party;
(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
(vi) to hold as additional security any increase or profits resulting from the Collateral;
(vii) to exercise all rights that the Secured Party has under this Agreement or otherwise at law;

(viii) with the consent of the Secured Party in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by the Secured Party, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest.

(e) The Debtor hereby appoints each Receiver appointed by the Secured Party to be its attorney to effect sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under its seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;

(f) Any Receiver will be deemed to be the agent of the Debtor, and the Debtor will be solely responsible for his acts of defaults and for his remuneration and expenses, and the Secured Party will not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(g) Neither the Secured Party nor the Sheriff will be required to take any steps to preserve any rights against other parties pursuant to any Chattel Paper, Security, or Instrument constituting the Collateral or any part of it;

(h) Neither the Secured Party nor the Sheriff is required to keep Collateral identifiable;

(i) The Secured Party may use the Collateral in any manner as it, in its sole discretion, deems advisable.

9. COLLECTION OF DEBTS

Before or after Default, the Secured Party may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Secured Party. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and after default under this Agreement shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party on request. The Debtor shall furnish the Secured Party with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. SECURITIES

If Collateral at any time includes Securities, the Debtor irrevocably authorizes and appoints the Secured Party as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Secured Party or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, The Secured Party shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered

owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Secured Party or its nominee(s) as such registered owner and agrees that no proxy issued by the Secured Party to the Debtor or to its order as aforesaid shall thereafter be effective.

11. ACCELERATION

In the event of Default, the Secured Party, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable.

12. NOTICES

Any notice or demand required or permitted to be made or given by the Secured Party to the Debtor may be validly served by leaving the same or by mailing the same by prepaid registered mail addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of the Secured Party, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

13. COSTS AND EXPENSES

The Debtor agrees to pay all costs, charges and expenses reasonably incurred by the Secured Party or any Receiver appointed by it (including, but without restricting the generality of the foregoing, legal fees as between a solicitor and client on a full indemnity basis), in preparing, registering or enforcing this Agreement, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges, and expenses together with any monies owing as a result of any borrowing by the Secured Party or any Receiver appointed by it shall be a first charge on the proceeds of realization, collection, or disposition of Collateral and shall be secured hereby.

14. MISCELLANEOUS

(a) Without limiting any other right of the Secured Party, whenever the debts and liabilities of the Debtor to the Secured Party are immediately due and payable, or the Secured Party has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has been so declared, the Secured Party may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed by the Debtor to the Secured Party in any capacity, whether due or not due, and the Secured Party shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on The Secured Party's records subsequent thereto.

(b) The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and

with Collateral and other security as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize the Security Interest. The Secured Party may demand, collect and sue on Collateral in either the Debtor's or the Secured Party's name, at the Secured Party's option, and may endorse the Debtor's name on any and all cheques, commercial payback, and any other Instruments pertaining to or constituting Collateral.

(c) Upon the Debtor's failure to perform any of its duties under this Agreement, the Secured Party may, but shall not be obligated to, perform any such duties, and the Debtor will pay to the Secured Party, upon demand, an amount equal to the expense incurred by the Secured Party in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Secured Party.

(e) If more than one person executes this Agreement as the Debtor the obligations of such persons hereunder shall be joint and several.

(f) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by the Secured Party and all such other securities shall remain in full force and effect.

(g) The Debtor further agrees to execute and deliver to the Secured Party such further assurances and conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Secured Party, or as may be required by the Secured Party from time to time.

(h) After Default, the Secured Party may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness.

15. INTERPRETATION

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical

changes necessary depending upon the person referred to being male, female or body corporate.

(c) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest thereby created and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign same to any person acquiring such term.

(d) This Agreement will be interpreted in accordance with the laws of the Province of Alberta and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as the Secured Party may elect, and the Debtor agrees to attorn to the same.

16. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has executed this Agreement effective the 21st day of March, 2025.

Witness – Mathew James

1998643 Alberta Ltd.

Per: _____
Kim McIntyre
I have authority to bind the corporation.

AFFIDAVIT OF EXECUTION

CANADA	)	I, Mathew James, of the City of Red Deer,
Province of Alberta	)	in the Province of Alberta,
TO WIT:	)	MAKE OATH AND SAY AS FOLLOWS:
	)	

1. That I was personally present and did see Kim McIntyre, named in the within instrument, who based on identification provided, I believe to be the person named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at the City of Red Deer, in the Province of Alberta and that I am the subscribing witness thereto.

3. That I believe the person whose signature I witness is the full age of eighteen years.

SWORN BEFORE ME at the City of Red Deer, in the Province of Alberta, this 21 day of March, 2025.

A Commissioner for Oaths
in and for Alberta

Chelsea M. Zolinski
A Commissioner for Oaths
in and for Alberta
My Commission Expires March 10, 2028

Mathew James

AFFIDAVIT OF EXECUTION

C A N A D A	)	I, Mathew James, of the City of Red Deer,
	)	
PROVINCE OF ALBERTA	)	in the Province of Alberta,
	)	
TO WIT:	)	MAKE OATH AND SAY THAT:

1. I was personally present and did see Kim McIntyre, named in the within instrument, who on the basis of identification provided, I believe to be the person named in the within instrument, duly sign the instrument.

2. The same was executed at the City of Red Deer, in the Province of Alberta and that I am the subscribing witness thereto.

3. I believe the person whose signature I witnessed is of at least eighteen (18) years of age.

SWORN BEFORE ME at the City of Red Deer, in the Province of Alberta, this 24 day of March, 2025.

A Commissioner for Oaths in and for Alberta

Chelsea M. Zolinski
A Commissioner for Oaths
in and for Alberta
My Commission Expires March 10, 20[illegible]

Mathew James

SCHEDULE "A"

(a) All of the Debtor's present and after-acquired Personal Property.

SCHEDULE "B"

All permitted prior encumbrances

Permitted prior encumbrance of Caveat, Agreement Charging Land

Registration Number 182 313 411: in favour of Fortis Alberta Inc.

Permitted prior encumbrance of Builders' Lien

Registration Number 202 141 060: in favour of Eagle Builders Inc.

Permitted prior encumbrance of Mortgage

Registration Number 212 201 497: in favour of Connect First Credit Union Ltd.

Permitted prior encumbrance of Caveat, Assignment of Rents and Leases

Registration Number 212 201 498: in favour of Connect First Credit Union Ltd.

Permitted prior encumbrance of Certificate of Lis Pendens

Registration Number 202 281 153: in favour of registration 202 141 060 for Eagle Builders Inc.

SCHEDULE "C"

Active disputes and Litigation

Court of King's Bench Action No. 201001231
Plaintiff: Eagle Builders Inc.
As registered by way of Certificate of Lis Pendens as Registration No. 202 281 153

This is Exhibit "TT" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

MORTGAGE COLLATERAL TO PROMISSORY NOTE

1998643 Alberta Ltd. of 255C Clearview Drive, Red Deer County, AB, T4E 3B6, (hereinafter called "the Mortgagor"), being the registered as owner of an estate in fee simple in possession, in all that piece of land, situate in the Province of Alberta, described as follows:

PLAN 0820855
BLOCK 1
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS
(LINC: 0033 018 797)

in consideration of the sum of $1.168.000.00 lent to the Mortgagor by **2208318 Alberta Ltd.**, whose address is PO Box 850, Rocky Mountain House, AB, T4T 1A6, and whose successors and assigns are included in the expression "the Mortgagee", covenants and agrees with the Mortgagee as follows:

COLLATERAL SECURITY

1. That this Mortgage is given as collateral Security for the due and punctual payment of all monies due by the Mortgagor to the Mortgagee under and by virtue of a Promissory Note made by the Mortgagor in favor of the Mortgagee, a copy of which is annexed hereto marked Schedule "A" and made a part hereof hereinafter called "the Promissory Note", and any extensions or renewals of or substitutions for the Promissory Note.

2. That the Mortgagor has paid to the Mortgagee the above sum of **One Million, One Hundred Sixty-Eight Thousand ---- 00/100 ($1,168,000.00) Dollars** in lawful money of Canada, at the times and places, in the manner, and with interest thereon at the rate provided in the Promissory Note or any extensions or renewals of or substitutions for the Promissory Note.

NON-MERGER

3. That neither this Mortgage nor the taking of a Judgment on or the exercise of any remedies in respect of any of the covenants or agreements herein contained shall operate as a merger of the Promissory Note, or any other present or future instrument or security which the Mortgagee may hold for payment of the indebtedness hereby secured, or of the said indebtedness itself; or in any way suspend the payment of, affect or prejudice the rights, remedies or powers, legal or equitable, which the Mortgagee may hold in connection with the Promissory Note or any other present or future instrument or security held for payment of the indebtedness hereby secured; or in any way prejudice or merge in any future instrument or security which may be taken by the Mortgagee by extension or renewal of or substitution for the Promissory Note or other present or future instrument or security representing the indebtedness hereby secured; or be deemed a payment or satisfaction of the Promissory Note or other present or future instrument or security for the said indebtedness, or the said indebtedness itself, nor shall the taking of a judgment or other proceedings under the Promissory Note, or any other present or future instrument or security representing the indebtedness hereby secured, or the taking of any other instrument or security for the said indebtedness, operate as a merger of the covenants or rights herein contained; provided, however, that payments of the principal sum or interest, or any portion thereof made on the Promissory Note, or hereunder, or under another instrument or security representing the indebtedness hereby secured, shall reduce *pro tanto* the amount secured or outstanding hereunder and the amount outstanding of the Promissory Note or other instrument or security held for the said indebtedness to the extent of such payments made.

TAXES

4. That the Mortgagor shall pay when and as the same fall due all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the said land or on this Mortgage or on the Mortgagee in respect of this Mortgage.

FIXTURES AND WASTE

5. That:

a) all erections and improvements fixed or otherwise on or hereafter put upon the said land, including but without limiting the generality of the foregoing, all fences, heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows and storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the land and of the security; and that the Mortgagor will not commit or permit any act of waste thereon.

b) The Mortgagor shall at all times during the continuance of this security, the same repair, maintain, restore, amend, keep, make good, finish, add to and put in order; and in the event of any loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair, rebuild, or reinstate the same and upon his failure so to do such of the moneys secured by this Mortgage shall at the option of the Mortgagee become immediately due and payable, without any demand by the Mortgagee upon the Mortgagor.

INSURANCE

6. That:

a) The Mortgagor shall forthwith insure and during the continuance of this security keep insured in favor of the Mortgagor, against loss or damage by fire and, as the Mortgagee may require, insure against loss or damage by tempest, tornado, cyclone, lightning and such other risks and perils as the Mortgagee may deem expedient, each and every building on the said land and which may hereafter be erected thereon, both during erection and thereafter, for the full insurable value thereof in lawful money of Canada. In the case of commercial properties this covenant shall in addition include boiler, plate glass, rental and public liability insurance in an amount satisfactory to the Mortgagee.

b) Prior to the making of any advance by the Mortgagee, the Mortgagor shall forthwith assign, transfer and deliver over unto the Mortgagee a policy or policies and receipts thereto appertaining evidencing such insurance, and at least fifteen days prior to the expiry of a policy or at least five days prior to the date fixed for cancellation of a policy should notice of cancellation be given, the Mortgagor shall deliver to the Mortgagee evidence of renewal or replacement.

c) Every policy of insurance shall be effected in such terms and with such insurer as may be approved by the Mortgagee; the loss under each policy shall be made payable to the Mortgagee with preference in its favor over any claim of any other person and each policy shall be retained by the Mortgagee during the currency of this loan. Should an insurer at any time cease to have the approval of the Mortgagee, the Mortgagor shall effect such new insurance as the Mortgagee may desire.

d) In the event of failure on the part of the Mortgagor to execute any obligation undertaken under this section, the Mortgagee may effect such insurance as it deems proper and the Mortgagor

covenants to repay to the Mortgagee all premiums paid by it, and the amount of such premiums shall in the meantime be added to the principal sum and shall be a charge upon the said land and shall bear interest at the rate aforesaid.

e) In case of loss or damage the Mortgagor shall immediately notify the Mortgagee and the Mortgagee shall have the right to apply the funds wholly or in part in reduction of the indebtedness hereby secured notwithstanding that no amount at such time may be due and payable under the terms of repayment, or of any other sums owing to it, or in meeting costs of repair or reconstruction or may be paid in whole or in part to the Mortgagor, or to the assigns of the Mortgagor in which event the sum shall not be credited on the mortgage account, or partly in one such manner and partly in another. No damage may be repaired nor any reconstruction effected without the approval of the Mortgagee.

COVENANTS AS TO TITLE

7. That the Mortgagor:
   a) has a good title to the said land:
   b) has the right to mortgage the said land and that on default the Mortgagee shall have quiet possession of the said land free from all encumbrances, save for those shown in Schedule "B" hereto;
   c) shall execute such further assurance of the said land as may be requisite:
   d) has done no act to encumber the said land:
   e) doth release to the Mortgagee all his claims upon said land subject to the said understandings and agreements.

DEFAULT

8. That in the event of default in the payment of any part of the moneys secured by this Mortgage, or on breach of any covenant, understanding, agreement or stipulation expressed or implied herein; or should there be any event of default or breach of covenant under the Promissory Note, or any extensions or renewals thereof or substitutions therefore:

   a) The Mortgagee may at such time or times as the Mortgagee may deem necessary and with or without the concurrence of any person, enter upon the said land and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements forming part of the said land, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the said land as the Mortgagee may deem expedient; and all reasonable costs, charges and expenses including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the said land and shall bear interest at the mortgage rate until paid.

   b) The Mortgagee may, at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, understanding or stipulation.

   c) The Mortgagee or agent of the Mortgagee may collect the rents and profits of the said land, and make any demise or lease of the said land, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease.

d) It shall, and may be lawful for, and the Mortgagor does hereby grant, full power, right and license to the Mortgagee to enter, seize and distrain upon the said land, or any part thereof, and distress warrant to recover by way of rent reserved as in the case of demise of the said land, as much of the Mortgage moneys as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.

e) The whole of the moneys hereby secured shall, at the option of the Mortgagee, become due and payable.

f) The Mortgagee may forthwith take such proceedings to realize on its security created by this Mortgage by foreclosing the same or otherwise as it may by law be entitled to do.

OTHER COVENANTS

9. That:

a) The Mortgagee may amend the interest adjustment date, the date of the first payment and the date of the final payment herein or in the Promissory Note at any time prior to advance of the full proceeds by notice in writing by ordinary mail to the Mortgagor at the Mortgagor's address given to the Mortgagee in the application for this loan.

b) The Mortgagee may at all times release any part or parts of the said land or any other security or any surety for payment of all or any part of the moneys hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said moneys or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said land, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the land, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured.

c) No extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the moneys hereby secured.

d) This Mortgage may be renewed, extended or amended by agreement made in writing at, before, or after maturity and shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon. Any such renewal or extension or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release the Mortgagor from personal liability for the indebtedness hereby secured.

e) Any agreement to renew or to extend the time for payment or alter the terms of payment or to change the rate of interest to be charged or any other terms for payment of all or any moneys secured by this Mortgage need not be registered but shall be effectual and binding on the Mortgagor and all other persons interested in said land or any part thereof to all intents and purposes and take priority as against such other persons when deposited in or held at the office of the Mortgagee.

f) If any portion of the principal sum secured by this Mortgage shall not be advanced at the date hereof the Mortgage may advance the same in one or more sums at any future date or dates and the amount of such advances, when so made, shall be secured by this Mortgage and be repayable with interest as above provided, and shall be considered and treated as having been so secured and advanced as at the date of this Mortgage. The Mortgagee shall not be bound for any reason whatsoever to advance the principal sum hereby intended to be secured and neither the execution of this Mortgage nor the advance in part of the principal sum shall bind the Mortgage to advance the whole of the principal sum or any un-advanced portion thereof, but nevertheless the charge or mortgage by this Mortgage created shall take effect forthwith on the execution of this Mortgage.

g) All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this Mortgage and for examining the said land, the title thereto, and for making or maintaining this Mortgage a charge on the said land together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the said land or on this Mortgage or on the Mortgagee in respect of this Mortgage, and in maintaining, repairing or restoring the said land or completing improvements thereon, and in inspecting, leasing, managing or improving the said land, including the price or value of any goods of any sort or description supplied to be used on the said land, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs, as between solicitor and client, and an allowance for the time, work and expense of the Mortgagee, or any agent, solicitor or employee of the Mortgagee, for any purpose herein provided for and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the said land, together with interest thereon at the said rate, and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded then with the next ensuing installment, except as herein otherwise provided.

h) In the event of the principal sum advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid off, shall be final and binding on the Mortgagor.

i) The Mortgagee shall not be accountable for any moneys except those actually received by the Mortgagee; and all moneys received or collected by the Mortgagee may, at the option of the Mortgagee be used for the purposes mentioned.

j) The Mortgagor shall not make, or permit to be made, any alterations or additions in the said land without the consent of the Mortgagee and the Mortgagor shall not allow the said land to remain unoccupied or unused.

k) The Mortgagee or agent of the Mortgagee may, at any time, enter upon the said land to inspect the land and buildings thereon.

l) All moneys whether principal, interest or other moneys payable to the Mortgagee under the terms of this Mortgage shall be payable, in lawful money of Canada, to the Mortgagee, at the above-mentioned address or such other place as may be designated by the Mortgagee.

m) Any discretion, option, decision or opinion hereunder on the part of the Mortgagee shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by the manager, acting manager or assistant manager of any branch office of the Mortgagee in the Province of Alberta or an executive officer of the Mortgagee or any officer or agent appointed by the Mortgagee for such purpose.

n) Each and all of the covenants, agreements, understandings and stipulations in this Mortgage contained or implied shall be binding upon the person and each of the persons named in the Mortgage as Mortgagor or Covenantor, each of their heirs, executors, administrators, successors and assigns even if one or more of such persons named may not be entitled to any estate or interest in said land; that all covenants in this Mortgage contained or implied are to be construed as both joint and several, and that when the context so requires the singular number shall be read as if the plural were expressed and the masculine or neuter gender as if the masculine, feminine or neuter were expressed, and the first person as if the third person were expressed.

o) Any interest payable hereunder on becoming overdue shall forthwith be treated, as to payment of interest thereon, as principal, and shall bear interest at the rate provided in the Promissory Note or any extensions or renewals thereof or substitutions therefore and, in addition, premiums of insurance or other sums of money paid by the Mortgagee for the protection of this security such as taxes, repairs or other encumbrances and all costs, charges and expenses connected therewith shall bear interest at the rate aforesaid as well after as before maturity of this Mortgage, and all such interest shall be a charge on the said lands.

p) If the said lands or any part thereof are sold, then the principal moneys and all other moneys hereby secured shall become due and payable in a like manner and to all intents and purposes as if the time herein mentioned for payment of such moneys had fully come and expired.

q) A waiver by the Mortgagee of any default or defaults of the Mortgagor hereunder shall be deemed to extend to the particular default or defaults only and shall not prejudice or affect the Mortgagee's right with respect to any subsequent or other default or defaults.

r) A default in the due performance by the Mortgagor of any of the Mortgagor's covenants contained in any other instrument or security which may now or at any time be held or taken by the Mortgagee in respect of the sum secured hereby shall in addition to its usual effect have the same effect and give rise to the same rights and remedies as a default under the terms of this Mortgage, and in the event of the Mortgagee becoming entitled to take legal proceedings of any nature whatsoever against the Mortgagor in respect of this Mortgage or in respect of any of the said other instruments or securities, the Mortgagee may either concurrently with such suit, successively or otherwise pursue any or all of the Mortgagee's other remedies, and should the Mortgagee so pursue one or another of the said remedies, this shall not constitute an election by the Mortgagee to abandon any of the other remedies.

s) In the event that this Mortgage is granted and approved by the Mortgagee as a second or other

subsequent charge upon the said lands, the Mortgagor covenants and agrees that he will well and truly pay all moneys accruing due under all prior mortgages and encumbrances charging the said lands, as and when the same shall become due, and that he will well and truly observe and perform the covenants of the Mortgagor or encumbrancer in any prior mortgage or encumbrance contained and in the event he shall make default in payment of the said moneys accruing due under any prior mortgage or encumbrance, or shall fail to observe or perform the covenants of the Mortgagor or encumbrancer in any prior mortgage or encumbrance contained, then such default or failure shall constitute default under this Mortgage: AND FURTHER that in the event of default in payment of the moneys due under any prior mortgage or encumbrance, the Mortgagee shall have the right to pay the same and any moneys to be paid by the Mortgagee herein shall forthwith be due and payable to the Mortgagee together with interest thereon at the rate herein mentioned, and shall be recoverable by foreclosure proceedings along with other moneys secured by this Mortgage.

ATTORNMENT

10. For better securing the punctual payment of the moneys secured by this Mortgage the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the said land at a monthly rental equivalent to the monthly instalment secured hereby including any portion of the annual taxes payable with such installment to be paid on each day appointed for the payment of installments: and if any judgment, execution or attachment shall be issued against any of the goods or lands of the Mortgagor or if the Mortgagor shall become insolvent or bankrupt or commit an act of bankruptcy within the meaning of The Bankruptcy Act or shall take the benefit of any statute relating to bankruptcy or insolvent debtors then such rental shall, if not already payable, be payable immediately thereafter. The legal relation of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor, but neither this clause nor anything, done by virtue thereof, shall render the Mortgagee a mortgagee in tenancy hereby created without giving the Mortgagor any notice to quit.

DISCHARGE

11. The Mortgagee shall have a reasonable time after payment of the mortgage moneys in full within which to prepare and execute a discharge of this Mortgage: and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor.

HEADINGS AND NOTES

12. The descriptive headings and marginal notes to the several clauses of this mortgage are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

MORTGAGE DISPOSITION CLAUSE

13. For the better securing to the Mortgagee the repayment of the moneys hereby secured, the Mortgagor doth hereby mortgage to the Mortgagee all its estate and interest in the land above described.

DEFAULT AND ACCELERATION

14. The unpaid balance of the principal sum, interest and other monies secured by this mortgage will, at the option of the Mortgagee, immediately become due, whether with or without prior demand therefore, without any days or grace being allowed to it, and the security of this

mortgage will immediately become enforceable and may be enforced without the requirement of any or any further notice of default or non-payment from the Mortgagee to it, in each of the following events:

a) it defaults in any payments to the Mortgagee:
b) it defaults in the observance or performance of any of its obligations, covenants or liabilities to the Mortgagee, whether contained herein or in another security or agreement executed and delivered by it to the Mortgagee:
c) any warranty, representation or statement made or furnished to the Mortgagee by it or on its behalf in respect of the lands or it proves to have been false or misleading in any material respect when made or furnished:
d) an order is made, an effective resolution passed, or a petition is filed for the winding up of the Mortgagor, or a receiver of the Mortgagor or the lands is appointed:
e) it becomes insolvent, makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, or a bankruptcy petition or receiving order is filed or made against it:
f) any other mortgage, encumbrance or other party having a charge on the lands commences proceedings to enforce its right or security in such mortgage, encumbrance or charge or takes steps to collect all or any part of the income generated by the lands; or
g) it abandons the lands.

15. The mortgage will provide that in the event you sell, convey, transfer or enter into an agreement for sale or transfer of title of the mortgage property or change in corporate ownership to a purchaser or transferee not approved in writing by the Mortgagee, which approval will not be unreasonably withheld, the principal amount of our mortgage loan and all other indebtedness secured by the mortgage with accrued interest thereon and interest rate penalty shall, at the option of the Mortgagee, become due and payable. At the Mortgagee's option, the mortgage may be assumed by subsequent owner(s) under the terms and conditions detailed above for the remaining term.

16. Prime Rate is the floating annual rate of interest established from time to time by the Bank of Montreal as the base rate it will use to determine rates of interest on Canadian Dollar Loans to customers in Canada and designated as its Prime Rate.

17. The mortgage shall be continuing security to the Mortgagee notwithstanding any renewal replacement, substitution or alteration of any Promissory Note held by the Mortgagee.

IN WITNESS WHEREOF the Mortgagor has hereunto subscribed his name this 21st day of March, 2025.

1998643 Alberta Ltd.

Per: _____
Kim McIntyre
I have authority to bind the corporation.

_____
Witness: Mathew James

This is Exhibit "UU" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

THIS EQUIPMENT LEASE AGREEMENT ("Lease") made this 31st day of January, 2021.

BETWEEN:

2079479 Alberta Ltd.,
a corporate body incorporated in the Province of Alberta

(the "**Lessor**")

OF THE FIRST PART

- and -

1998643 Alberta Ltd. operating as Stigma Grow,
a corporate body incorporated in the Province of Alberta
(the "**Lessee**")

OF THE SECOND PART

EQUIPMENT LEASE AGREEMENT

NOW THEREFORE, this Lease witnesseth that in consideration of the premises and mutual covenants, agreements and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1 LEASE OF EQUIPMENT

1.1 The Lessee hereby leases from the Lessor, and the Lessor hereby leases to the Lessee the equipment described in Schedule "A" attached hereto (the "**Equipment**") and for use at the location provided in Schedule "A".

ARTICLE 2 TERM

2.1 This Equipment shall be leased for a period seventy-two (72) months commencing on January 31st, 2021 (the "**Commencement Date**") and shall continue until the rental termination date of January 30th, 2027, unless terminated sooner in accordance with the terms and conditions of this Lease (the "**Term**"). Notwithstanding the termination date of leased Equipment, the Lessee's payment obligations set out in Section 3.2 shall continue until all seventy (72) Monthly Rate payments have been made from Lessee to Lessor.

ARTICLE 3 RENTAL RATE

3.1 The Lessee shall provide lease payments to the Lessor on a monthly basis in the amount of **eleven thousand nine hundred ninety one dollars and forty seven cents ($11,991.47)** plus applicable goods and services tax or such other taxes which may be applicable during the Term of this Lease ("**Monthly Rate**").

3.2 The Monthly Rate shall be payable from Lessee to Lessor net 90 days commencing ninety (90) days from the Commencement Date (April 30, 2021) . All subsequent Monthly Rate payments shall be made on the last day of each month during the Term with the last payment date to occur on March 31, 2027.

3.3 All rent shall be deemed to accrue from day to day and, if for any reason it shall become necessary to calculate rent for irregular periods of less than one (1) month, an appropriate pro rata adjustment shall be made in order to calculate rent for such irregular period.

3.4 In addition to the rent provided in Section 3.1, the Lessee responsible for the following costs associated with the Equipment:

3.4.1 all costs for consumables necessary for the day to day running and upkeep of the Equipment including but not limited to costs of all fuels, oils, lubricants and coolants;

3.4.2 any costs for maintenance and repair which are the responsibility of the Lessee pursuant to Article 6; and

3.4.3 any other taxes, duties, levies, charges or imposts on or in connection with this Lease excluding, however, all taxes on or measured by Lessor's income.

The Lessee acknowledges the aforementioned additional costs shall be borne by Lessee and no credit shall accrue for the benefit of Lessee incurring these expenses against the Monthly Rate. If Lessee fails to satisfy the necessary costs set out in this Section 3.4 , Lessor using its sole discretion may pay the costs described in this Section 3.4 and chargeback the Lessee the actual cost incurred by Lessor plus an administrative fee equal to twenty-five percent (25%) of the actual cost incurred by Lessor. In addition, failure of Lessee to pay the costs described in this section 3.4 of the Lease to the satisfaction of Lessor may constitute an Event of Default at the sole discretion of the Lessor.

ARTICLE 4 TITLE

4.1 The Lessee acknowledges that the ownership of the Equipment shall remain vested in the Lessor during the Term notwithstanding the delivery of the Equipment to, and the possession and use of the Equipment by the Lessee pursuant to the terms and conditions of this Lease. The Lessee shall have no right, title or interest in the Equipment other than, conditional upon the Lessee's compliance with the fulfillment of the terms and conditions herein, the right to maintain possession and use of the Equipment for the Term as a bailee.

4.2 The Lessee agrees and acknowledges that this Lease constitutes a security interest under the *Personal Property Security Act* (Alberta), as amended, and such similar legislation in the Province where the Equipment may be situated and as such, the Lessor may register a security agreement with the appropriate registries, at its sole cost and expense, with respect to the Equipment and its rights under this Lease. The security is separate from and shall survive the termination or repudiation of this Lease. Upon default by the Lessee of its obligations under this Lease, the Lessor shall be entitled at its sole option (and without obligation), to exercise any remedies available to it as a secured party under the *Personal Property Security Act* (Alberta), as amended, and such similar legislation in the Province where the Equipment may be situated. The security is given in addition to, and not as an alternative to, the rights and remedies under this Lease.

ARTICLE 5 WARRANTY

5.1 The Lessee represents and warrants to the Lessor that the Lessee has inspected, reviewed and examined the Equipment prior to the execution of this Lease, and by the execution of this Lease, the Lessee acknowledges and agrees that it is leasing the Equipment from the Lessor on an "as-is, where-is basis". The Lessee further acknowledges and agrees that:

5.1.1 except for those representations and warranties of the Lessor contained herein, the lease of the Equipment to the Lessee is without any representation or warranty of any nature or kind, including, but not limited to, warranties and representations of fitness for purpose, merchantability, and operating condition;

5.1.2 the Equipment is of a size, design and capacity selected by the Lessee and the Lessee is satisfied that the same is suitable for its purposes

5.1.3 the Equipment shall be deemed conclusively to have been delivered to the Lessee in good and efficient working order and repair and the Lessee shall be deemed conclusively to have accepted delivery thereof accordingly after due inspection on the date of delivery, except to the extent that the Lessee notifies the Lessor in writing of any defects in or non-repair of the said Equipment within five days of its delivery.

5.1.4 the Equipment was selected by the Lessee and the Lessee takes full responsibility for the selection of the Equipment. The Lessee renounces the right to any claim or defence as against the Lessor for the sufficiency or quality of the Equipment.

ARTICLE 6 USE AND COMPLIANCE

6.1 The Lessee shall use the Equipment for the purpose of processing and extracting cannabis concentrate from organic cannabis material (the "**Intended Purpose**"). The Lessee shall only use the Equipment for its Intended Purpose and for no other purpose whatsoever.

6.2 The Lessee, at its own cost and expense, shall comply with all applicable laws, ordinances, regulations and legislation any way relating to the ownership, possession, use, operation, repair, maintenance, servicing or transport of the Equipment. The Lessee, at its own cost and expense, shall keep the Equipment free of all levies, liens and encumbrances and shall pay when due all licence fees, registration fees, assessments, charges and taxes (municipal, provincial and federal) which may be levied or assessed directly or indirectly against or on account of the Equipment or any interest therein or use thereof. If the Lessee shall fail to pay such items when due, the Lessor may pay such licence fees, registration fees, assessments, charges or taxes, as the case may be, but the Lessor shall not be obligated to pay the same. In such event, the cost thereof shall be repayable to the Lessor by the Lessee forthwith.

6.3 If required, the Lessee shall ensure that the Equipment is registered with the Government of Alberta, in compliance with the laws of the Province of Alberta.

6.4 The Lessee must ensure that the Equipment is:

6.4.1 operated and/or transported, as applicable, only by competent and properly trained personnel who have all of the licences, permits and approvals required by law to operate and/or transport the Equipment and such personnel is wearing appropriate protective clothing and equipment and are not under the influence of drugs or alcohol;

6.4.2 Not misused, and is operated in accordance with the methods and standards of operation recommended and approved by the Equipment's manufacturer or as required by any relevant law;

6.4.3 serviced, maintained, cleaned and repaired according to the manufacturer's specifications and procedures so that the Equipment is at all times in good condition;

6.4.4 used only for the general purpose for which it was designed and in a manner which has regard to the capacity, capabilities and limitations of the Equipment;

6.4.5 operated within the manufacturer recommended parameters for operation; and

6.4.6 at all times stored safely and protected from theft, loss or damage.

6.5 The Lessee must:

6.5.1 ensure that all safety and operating information supplied with the Equipment is attached to or otherwise kept with the Equipment and brought to the attention of any person using the Equipment;

6.5.2 not alter, deface, erase or remove any identifying mark, plate or number on or in the Equipment or otherwise interfere with the Equipment without the Lessor's prior consent;

6.5.3 not alter, affix or attach anything to the Equipment without the Lessor's prior written consent;

6.5.4 maintain any manuals and log books supplied with the Equipment; and

6.5.5 immediately stop using the Equipment if the Equipment breaks down or becomes unsafe to operate. Further, the Lessee must ensure the Equipment does not sustain any further damage, prevent the Equipment from causing injury, loss or damage to any person or property and advise the Lessor as soon as practicable of the breakdown or the circumstances which make the Equipment unsafe to operate.

ARTICLE 7 MAINTENANCE, REPAIR AND ALTERATIONS

7.1 The Lessee shall at its own expense maintain the Equipment in a state of good repair, condition and working order.

7.2 If at any time during the Term, the Lessor finds that the Equipment, or any part thereof, is not in a state of good repair and working order (the "**State of Disrepair**"), the Lessor shall provide the Lessee written notice of the particulars of the State of Disrepair.

7.3 Upon receiving the notice of the State of Disrepair, the Lessee shall have ten (10) days to remedy the State of Disrepair to the Lessor's satisfaction, acting reasonably.

7.4 If the Lessee does not remedy the State of Disrepair within ten (10) days of receiving written notice from the Lessor (or, in the case of a State of Disrepair which would reasonably require more than ten (10) days to remedy, commence the remedy within the ten (10) day notice period and thereafter promptly, diligently and continuously proceed with the remedy of any such State of Disrepair), the Lessor may, at its sole discretion, repair the Equipment. In such event, the cost thereof shall be repayable to the Lessor by the Lessee forthwith.

7.5 The Lessee shall not, without the prior consent of the Lessor, which consent is not to be unreasonably withheld, make alterations, additions or improvements to the Equipment. Any alterations, additions or improvements that are approved by the Lessor and made by the Lessee to the Equipment shall belong to and remain the property of the Lessor.

7.6 The Equipment shall be at the risk of the Lessee, and the Lessee assumes the risk of liability and shall pay for any loss or damage arising from or pertaining to the possession, operation or use of the Equipment or from any cause whatsoever and, without limiting the generality of the foregoing, liability or loss arising out of fire, theft, loss, confiscation or expropriation, provided that such loss is not as a result of the Lessor's negligence or breach of this Lease.

7.7 The Lessor, its agents or nominees shall at all reasonable times have access to the Equipment for the purposes of inspection, testing or repairs as contemplated by this Article 7. The Lessee shall, upon receipt of notice by the Lessor, use its reasonable efforts to enable the Lessor and its representatives to gain entry to the premises or site where the Equipment is located to inspect, maintain or repair the Equipment and to repossess the Equipment pursuant to the terms of this Lease. Further, the Lessee appoints the Lessor, or a person designated by it, as the Lessee's attorney and hereby grants and gives the attorney full and absolute power and authority to execute

all instruments and do all acts, matters and things as fully and effectually as the Lessee could do if personally present to facilitate the Lessor and its representatives entry to any site.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 The Lessee shall obtain and maintain the following insurance at the Lessee's sole expense:

8.1.1 A comprehensive general liability insurance written on an occurrence basis with limits of not less than $2,000,000 per occurrence for death, bodily injury and/or property damage (including loss of use of tangible property caused by an occurrence) arising out of the use or operation of the Equipment by the Lessee;

8.1.2 Insurance in respect of all claims and liabilities arising whether at common law or under statute relating to workers compensation or employer's liability from any accident or injury to any person employed by the Lessee in connection with this Lease; and

8.1.3 All risks insurance for the Equipment from the time it is delivered up to the time it is returned for an amount not less than full replacement value of the Equipment.

8.2 The insurance in Section 8.1 shall name the Lessor as an additional insured and the first loss payable. The Lessee must provide the Lessor with a copy of all certificates of insurance prior to the delivery of the Equipment and upon expiry thereof any renewals of the insurance required herein. The Lessee must immediately notify the Lessor if any of the insurance is cancelled or changed in any material way. All insurance shall be primary and non-contributing and shall be maintained continuously from the date of this Lease until the termination of this Lease. All insurance shall be endorsed to provide the Lessor with not less than 30 days prior notice by registered mail in advance of cancellation, material change or amendment restricting coverage.

8.3 Except where arising from the gross negligence or willful misconduct of the Lessor, the Lessee hereby releases, indemnifies and saves harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including solicitors' fees, arising out of, connected with or resulting from the possession, use and operation of the Equipment by the Lessee, including without limitation against:

8.3.1 any and all loss or damage to the Equipment, other than normal wear and tear;

8.3.2 any claim made against the Lessor arising from the use and operation of the Equipment by the Lessee, including death, bodily injury and property damage;

8.3.3 any losses, costs or expenses incurred by the Lessor arising from or in connection with a breach by the Lessee of its obligations under this Lease including any and all legal fees on a solicitor and own client (full indemnity) basis; and

8.3.4 all costs incurred in respect of repairing or replacing the Equipment at the full replacement cost, together with salvage costs and rental charges incurred while the Equipment is being repaired or replaced.

The Lessee's obligation to indemnify the Lessor under this Section 8.3 is a continuing and separate obligation of the Lessee which survives the termination of this Lease.

ARTICLE 9 CONSEQUENTIAL DAMAGES

9.1 In no event will Lessor be liable for special, indirect, incidental or consequential damages of Lessee, nor will it be liable for any loss of profits, loss of revenue, loss of business opportunity or loss of business reputation of the Lessee.

9.2 Except for loss of direct revenues and profits of Lessor under this agreement, Lessee's infringement of intellectual property rights of third parties, or such other or Lessee's gross negligence or wilful misconduct, Lessee will not be liable to Lessor for special, indirect, incidental or consequential damages of Lessor including but not limited to loss of profits, loss of revenues, loss of business opportunity or loss of business reputation of the Lessor. Notwithstanding the language in this Section 9.2, the Parties acknowledge that this waiver of consequential damages does not diminish or negate any rights, remedies, or indemnities provided from Lessee to Lessor under this Lease.

ARTICLE 10 EVENTS OF DEFAULT

10.1 The happening of any one or more of the following events shall constitute an event of default ("**Event of Default**"):

10.1.1 If the Lessee shall be in default in the payment of rent or any other sums payable by the Lessee when due and owing under the terms of this Lease;

10.1.2 The default in observation or performance of any term, condition or covenant of this Lease;

10.1.3 If all or any part of the Equipment is or may be in immediate danger of being confiscated, sequestered or seized under the process of law, provided that the Equipment is not confiscated, sequestered or seized under the process of a law as a result of the acts or negligence of the Lessor;

10.1.4 Any act by the Lessee reducing the value or usefulness of the Equipment, including failure to maintain or repair the Equipment as required; or

10.1.5 Subjection of the Equipment to any lien, levy, charge or encumbrance.

10.1.6 If a petition is filed, an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Lessee;

10.1.7 The Lessee becomes insolvent or makes an assignment or bulk sale of its assets, or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, or if in a petition in bankruptcy is filed or presented against Lessee, or if a receiver of the Lessee is appointed under any instrument or pursuant to the order of any court of competent jurisdiction;

10.1.8 If the proceeding with respect to the Lessee is commenced under the *Companies' Creditors Arrangements Act*;

10.1.9 If the Lessee ceases or threatens to cease to carry on its business; and

10.1.10 If the Equipment or any part thereof is in imminent danger of loss, serious damage or destruction.

ARTICLE 11 REMEDIES UPON AN EVENT OF DEFAULT

11.1 Upon the happening of an Event of Default, the Lessor may, at its sole option engage any or all of the following remedies:

11.1.1 enter upon the premises or site where the Equipment is located and take immediate possession thereof and remove the Equipment, without Order of the Court and without liability to the Lessor for or by reason of such entry and the taking of possession, whether for damage to the property or otherwise, and may repair the Equipment, and sell, lease or otherwise dispose of the Equipment for such consideration and upon such terms and conditions as the Lessor may deem fit;

11.1.2 in the name of and as the irrevocably appointed agent and attorney for the Lessee, which appointment and attorney are hereby granted by the Lessee, and without terminating or being deemed to have terminated this Lease, take possession of the Equipment and proceed to lease the Equipment to any other person, firm or corporation on such terms and conditions, for such rental and for such period of time as the Lessor may deem fit and receive such rental and hold the same and apply the same against any monies expressed to be payable from time to time by the Lessee;

11.1.3 accelerate all Monthly Rate payments from Lessee to Lessor described Section 3.2 of this Lease and all other amounts charges, or sums whatsoever payable from Lessee to Lessor under this Lease to become immediately due and payable to Lessor; and

11.1.4 terminate this Lease and the Term.

11.2 Upon any repossession or surrender of the Equipment under Section11.1, the Lessor may lease, sell or otherwise dispose of the Equipment, with or without notice (unless otherwise required by law) and by public or private sale, lease or other disposition and shall apply the net proceeds thereof, after deducting all costs and expenses of such sale, lease or other disposition (including, without limitation, legal fees and disbursements on a solicitor and own client, full indemnity, basis) to the amounts owed to the Lessor hereunder, including interest and any amounts owed pursuant to this Section; provided, however, that the Lessee shall remain liable to the Lessor for any deficiency that remains after any such sale, lease or other disposition.

ARTICLE 12 OPTION TO PURCHASE

12.1 At the end of the Term of this Lease, the Lessee shall have the option to purchase the Equipment from Lessor at a purchase price of one dollar ($1.00) subject to the Parties executing a form Bill of Sale which is agreeable to the Parties. The Equipment will be sold on a "WHERE IS, AS-IS" basis with Lessor providing no warranties with respect to the condition or capabilities of the equipment and Lessee will release and hold harmless Lessor from any losses, damages, liabilities of any kind and nature associated with the Equipment as a condition of sale.

12.2 In addition to the option to purchase set out in Section 12.1, the Lessee shall have the option to purchase the Equipment from Lessor at any time throughout the Term of this Lease in accordance with purchase prices set out in Schedule B -Equipment Buy-Out.

12.3 If the Parties execute a Bill of Sale contemplated in Section 12.1, the Lessor shall take all steps to remove any security interests which may have been registered against the Equipment.

12.4 In the event an Event of Default occurs, Lessee breaches the term of this Lease, or Lessor is forced to terminate this Lease prior to the completion of full 72 month term of this Lease, then the options to purchase set out in Section 12.1 and Section 12.2 shall not apply.

ARTICLE 13 CHANGE OF CONTROL

13.1 Subject to Article 15, if either Lessor or Lessee undergo a change of control whether through corporate reorganization, a corporate transaction in which either the Lessor or Lessee is acquired

by a third party by way of asset purchase or share purchase, the terms of this Lease shall continue to have force and effect.

ARTICLE 14 NOTICE

14.1 Any demand, notice or other communication to be given in connection with this Lease shall be given in writing and shall be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

If to the Lessor:

2079479 Alberta Ltd.
10470 176 St NW
Edmonton, AB
T5S 1L3

Attention: Shane Chana

E-mail: shane.chana@centerfire.ca

If to the Lessee:

1998643 Alberta Ltd.
255C Clearview Drive
Red Deer County, AB T4E 3B6

Attention: Travis McIntyre
E-mail: travis@stigmagrow.ca

or to such other address, individual or electronic communication number as may be designated by notice given by a party to the other party. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

ARTICLE 15 ASSIGNMENT

15.1 This Lease is not assignable by the Lessee without the written consent of the Lessor, and the Lessee shall not sublet the Equipment. In the event Lessor refuses to consent Lessee's request for assignment of this Lease (with such refusal to be provided to Lessee in writing), Lessor may terminate this Lease and repossess the Equipment without notice to Lessor. Lessee shall provide Lessor with access to its worksite location and provide best efforts to assist with the transfer of Equipment back to Lessor's possession.

15.2 In the event Lessor incurs extra fees, expenses, damages, including but not limited to court costs, bailiff fees, locating fees, collection fees, including legal fees on a solicitor and his own client basis ("**Additional Repossession Costs**") due to Lessee's breach of Section 15.1, then Lessee shall

indemnify Lessor for all Additional Repossession Costs incurred.

ARTICLE 16 PROVISIONS SEVERABLE

16.1 If any term, covenant or condition of this Lease or its application to any person shall be deemed invalid or unenforceable, the remainder of the Lease shall not be affected, and thereby each term, covenant and condition of the Lease shall remain valid and enforceable to the fullest extent permitted by law.

ARTICLE 17 GENERAL

17.1 This Lease shall be governed in accordance with the laws of the Province of Alberta. The Parties hereto attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

17.2 This Lease may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto, but not otherwise.

17.3 This Lease may be executed by the parties hereto in one or more counterparts and may be delivered by facsimile transmission or electronic transmission in PDF format. Each counterpart so delivered shall be deemed to be and shall have the same effect as an original and together such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Assignment as of the day and year first above written.

2079479 Alberta Ltd.

Per: _____

1998643 Alberta Ltd.

Per: _____

SCHEDULE "A"

EQUIPMENT RENTAL SCHEDULE

Equipment	**IOC Extractor includes:** **Extraction Skid, Control Box (UL508A), Hot Water Recirculation System, CRN Sensor Upgrades, Canadian Chiller Package, cUL508a Panel & Remote Panel Options, Extreme Cold Weather Package, ISO9001 Shop Fabrication, Sanitary Upgrades (CA), Electropolish Pressure Vessel Wetted Surface, Electropolish Tubing, Sanitary Cleanable Insulation**
Manufacturer/Serial Number Information (if applicable)	**MFR. HOFFMAN INSTRUMENTATION SUPPLY INC.** **CRN: 0H20316.2** **SERIAL NO. KJ02-001-01CA** **DATE OF MFG. FEB 2020**
Value/Insured Value of Equipment	**$630, 000**
To be used at or near	**3310 50 Avenue, Red Deer Alberta T4N 3X9**
Monthly Lease Payment (exclusive of GST)	**$11,991.46**
Overdue Interest Rate	**18% per annum**
Rental Commencement Date	**January 31, 2021**
Rental Period	**72 months**
Rental Termination Date	**January 30, 2027**
Last Payment Date	**March 31, 2027**

SCHEDULE "B"

EQUIPMENT BUY-OUT SCHEDULE

Date	Equipment Purchase Price
2021-04-30	$623,783.54
2021-05-31	$617,510.10
2021-06-30	$611,179.15
2021-07-31	$604,790.16
2021-08-31	$598,342.61
2021-09-30	$591,835.96
2021-10-31	$585,269.66
2021-11-30	$578,643.17
2021-12-31	$571,955.94
2022-01-31	$565,207.41
2022-02-28	$558,397.02
2022-03-31	$551,524.20
2022-04-30	$544,588.38
2022-05-31	$537,588.98
2022-06-30	$530,525.42
2022-07-31	$523,397.11
2022-08-31	$516,203.45
2022-09-30	$508,943.86
2022-10-31	$501,617.72
2022-11-30	$494,224.42
2022-12-31	$486,763.35
2023-01-31	$479,233.89
2023-02-28	$471,635.41
2023-03-31	$463,967.27
2023-04-30	$456,228.84
2023-05-31	$448,419.48
2023-06-30	$440,538.53
2023-07-31	$432,585.34
2023-08-31	$424,559.25
2023-09-30	$416,459.58
2023-10-31	$408,285.67
2023-11-30	$400,036.83
2023-12-31	$391,712.37
2024-01-31	$383,311.61
2024-02-29	$374,833.84
2024-03-31	$366,278.36
2024-04-30	$357,644.45

Date	Equipment Purchase Price
2024-05-31	$348,931.39
2024-06-30	$340,138.47
2024-07-31	$331,264.95
2024-08-31	$322,310.08
2024-09-30	$313,273.13
2024-10-31	$304,153.34
2024-11-30	$294,949.96
2024-12-31	$285,662.20
2025-01-31	$276,289.31
2025-02-28	$266,830.51
2025-03-31	$257,284.99
2025-04-30	$247,651.98
2025-05-31	$237,930.66
2025-06-30	$228,120.23
2025-07-31	$218,219.88
2025-08-31	$208,228.76
2025-09-30	$198,146.07
2025-10-31	$187,970.95
2025-11-30	$177,702.55
2025-12-31	$167,340.04
2026-01-31	$156,882.53
2026-02-28	$146,329.16
2026-03-31	$135,679.05
2026-04-30	$124,931.31
2026-05-31	$114,085.05
2026-06-30	$103,139.37
2026-07-31	$ 92,093.36
2026-08-31	$ 80,946.09
2026-09-30	$ 69,696.63
2026-10-31	$ 58,344.06
2026-11-30	$ 46,887.42
2026-12-31	$35,325.76
2027-01-31	$ 23,658.12
2027-02-28	$ 11,883.53
2027-03-31	$ 1.00

This is Exhibit "VV" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

DocuSign Envelope ID: 413B9821-B48E-4763-8324-BB0E51532E4D

NFS Leasing Canada

March 22, 2023

Client Name: 1998643 Alberta Ltd.

Client Address: 255C Clearview Drive
Red Deer County, AB T4E 3B6

NFS Leasing Canada Ltd. is pleased to provide the following lease proposal for your review. Please note that all amounts listed are in Canadian Dollars.

LESSOR:	**NFS Leasing Canada Ltd. (together with its successors and assigns, "NFS" and "Lessor")**
LESSEE:	**1998643 Alberta Ltd. ("Lessee")**
EQUIPMENT PROVIDER:	**Korber Technologies GmbH**
TOTAL SALES PRICE:	**$741,641.04 Exclusive of Shipping and Tax**
ADVANCE PAYMENT(S):	**$189,325.54, inclusive of tax, comprised of: a Security Deposit on the amount of $16,880.92, a down payment in the amount of $148,328.21, tax on the down payment in the amount of $7,416.41, and a fully earned and non-refundable origination fee in the amount of $16,700.00.**
AMOUNT FINANCED:	**$593,312.83 Exclusive of Shipping and Tax**
LEASE TERMS:	**48 Monthly Payments in the amount of $16,880.92 Plus Applicable Tax**
CREDIT CONDITIONS:	**Monthly payments are indexed to the Prime Rate being 7.75% as published by the Wall Street Journal on 03/21/2023 and are subject to increase, consistent with an increase to the Prime Rate, prior to lease commencement. However, the Monthly Payment represented in this Offer to Lease is guaranteed for 30 days from the date of this Offer to Lease.** **Pricing is calculated using a 1:1.47151 Euro to Canadian Dollar conversion rate. This rate is subject to a one-time adjustment prior to funding using the actual conversion rate as of date of funding.** **All associated expenses and fees, including without limitation all legal expenses and filing fees, will be passed through to and paid by Lessee.** **Advance Payment made via wire transfer.** **Monthly Payments made via Lessor initiated PAP.** **Lessee shall execute and deliver a Tri-Party Landlord Agreement in form and substance acceptable to Lessor, among Lessor, Lessee and Lessee's Landlord where the Equipment may be located (if applicable).** **Execution of an Interim Financing Loan Agreement ("IFA") for required prepayments to Equipment Provider.** **Execution of an Assignment of Purchase Order and receipt of an equipment invoice in Lessor's name.** **Execution of a Split Pay Proceeds.** **Lessor receipt of a Corporate Guaranty Agreement from CanadaBis Capital Inc. ("Corporate Guarantor") (on file)** **Lessor receipt of a perfected lien on all assets held by Lessee in a position acceptable to Lessor in Lessor's sole discretion.** **Lessor's receipt of Lessee's and Corporate Guarantor's formation and organizational documentation including certificate of incorporation and by-laws, certificate of formation and operating agreement, resolutions, or similar documentation.**
PAYMENT FREQUENCY:	**Monthly in Advance**
LEASE EXPIRATION OPTIONS:	**1. Purchase Equipment at Fair Market Value, not to exceed fifteen percent (15%) of the Total Sales Price.** **2. Extend the Rent payments on a month-to-month basis or for a fixed term at a mutually agreed to price and term.** **3. Return the Equipment.**

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DOCUMENTATION: **Master Lease Agreement 2022-0301, Schedule 2**

PROPOSAL EXPIRATION: **03/29/2023**

This is an offer to lease and is not binding upon either party until a master lease schedule is executed.

LESSOR: NFS Leasing Canada Ltd.

DocuSigned by:
By: Dana Calumby
970D051AED5C4AA...

Name: Dana Calumby

Title: Chief Financial Officer

Date: 3/27/2023 | 7:35 AM PDT

LESSEE: 1998643 Alberta Ltd.

DocuSigned by:
By:
FC72C9985EF34B3...

Name: Garfield Richards

Title: VP of Finance

Date: 3/24/2023 | 1:36 PM PDT

DocuSign Envelope ID: 413B9821-B48E-4763-8324-BB0E51532E4D

EXHIBIT A
SCHEDULE 2A

EQUIPMENT LEASE SCHEDULE NO. 2
TO MASTER EQUIPMENT LEASE NO. 2022-0301
DATED AS OF 10/25/2022
BETWEEN NFS Leasing Canada Ltd. ("LESSOR")
AND 1998643 Alberta Ltd. ("LESSEE")

LESSEE:	EQUIPMENT LOCATION:
1998643 Alberta Ltd.	255C Clearview Drive Red Deer County, AB T4E 3B6

EQUIPMENT DESCRIPTION:

Vendor	**Quote No.**	**Price**
Korber Technologies GmbH	Quote # 260415B	$741,641.04
	Total Sales Price:	**$741,641.04**

See Schedule 2D for detailed equipment quote

Original Equipment Cost: $741,641.04 Exclusive of Shipping and Tax

Monthly Lease Payment: $16,880.92 plus applicable tax

Initial Term: 36 months

Advance Payment: Security Deposit, Down Payment, and Origination Fee = $189,325.54 Inclusive of Tax

The terms and conditions of the Master Lease are hereby incorporated and made a part hereof as if such terms and conditions were fully set forth herein.

LESSOR: NFS Leasing Canada Ltd.

By: Dana Calumby
970D051AED5C4AA...

Name: Dana Calumby

Title: Chief Financial Officer

Date: 3/27/2023 | 7:35 AM PDT

LESSEE: 1998643 Alberta Ltd.

By: _____
FC72C9985EF34B3...

Name: Garfield Richards

Title: VP of Finance

Date: 3/24/2023 | 1:36 PM PDT

DocuSign Envelope ID: 413B9821-B48E-4763-8324-BB0E51532E4D

EXHIBIT B
SCHEDULE 2B

EQUIPMENT LEASE SCHEDULE NO. 2
TO MASTER EQUIPMENT LEASE NO. 2022-0301
DATED AS OF 10/25/2022
BETWEEN NFS Leasing Canada Ltd. ("LESSOR")
AND 1998643 Alberta Ltd. ("LESSEE")

LESSEE:	EQUIPMENT LOCATION:
1998643 Alberta Ltd.	255C Clearview Drive Red Deer County, AB T4E 3B6

Pursuant to the above referenced Schedule and Lease, Lessor offers the following End of Lease Purchase Options to Lessee:

Upon payment of final Rent Payment, Lessee will have the option to:

1. Purchase Equipment at Fair Market Value, not to exceed fifteen percent (15%) of the Total Sales Price.
2. Extend the Rent payments on a month-to-month basis or for a fixed term at a mutually agreed to price and term.
3. Return the Equipment.

The terms and conditions of the Master Lease are hereby incorporated and made a part hereof as if such terms and conditions were fully set forth herein.

LESSOR: NFS Leasing Canada Ltd.

DocuSigned by:
By: Dana Calumby
970D051AED5C4AA...

Name: Dana Calumby

Title: Chief Financial Officer

Date: 3/27/2023 | 7:35 AM PDT

LESSEE: 1998643 Alberta Ltd.

DocuSigned by:
By: _____
FC72C9985EF34B3...

Name: Garfield Richards

Title: VP of Finance

Date: 3/24/2023 | 1:36 PM PDT

DocuSign Envelope ID: 413B9821-B48E-4763-8324-BB0E51532E4D

EXHIBIT C
SCHEDULE 2C

EQUIPMENT LEASE SCHEDULE NO. 2
TO MASTER EQUIPMENT LEASE NO. 2022-0301
DATED AS OF 10/25/2022
BETWEEN NFS Leasing Canada Ltd. ("LESSOR")
AND 1998643 Alberta Ltd. ("LESSEE")

LESSEE:	EQUIPMENT LOCATION:
1998643 Alberta Ltd.	255C Clearview Drive Red Deer County, AB T4E 3B6

Pursuant to the above referenced Schedule and Master Lease, Lessee by its below signature, hereby certifies that the Units of Equipment described in the Schedule and below have been delivered by the Supplier of such Equipment at the location of Lessee described herein, have been inspected by authorized representatives of Lessee, have been found to be in good repair, condition and working order and are accepted by Lessee as Equipment under the Schedule on the date set forth below:

EQUIPMENT DESCRIPTION:

Vendor	**Quote No.**	**Price**
Korber Technologies GmbH	Quote # 260415B	$741,641.04
	Total Sales Price:	**$741,641.04**

See Schedule 2D for detailed equipment quote

The terms and conditions of the Master Lease are hereby incorporated and made a part hereof as if such terms and conditions were fully set forth herein.

LESSEE: 1998643 Alberta Ltd.

By:_____

Name: Garfield Richards

Title: VP of Finance

Date:_____

DocuSign Envelope ID: 413B9821-B48E-4763-8324-BB0E51532E4D

EXHIBIT D

SCHEDULE 2D

EQUIPMENT LEASE SCHEDULE NO. 2
TO MASTER EQUIPMENT LEASE NO. 2019-0235
DATED AS OF 10/25/2022
BETWEEN NFS Leasing Canada Ltd. ("LESSOR")
AND 1998643 Alberta Ltd. ("LESSEE")

Original Equipment Quotes Attached.

DocuSign Envelope ID: 413B9821-B48E-4763-8324-BB0E51532E4D

All Good Collective Corp
10145 104 Street NW, Suite 200
Edmonton, AB T5J 0Z9
Canada

March 17, 2023

Quotation	**260415B**

Your reference : Production Line 4, CANTOS no. 4

Your contact : Moritz Migenda
Direct telephone : +49 40 7250 4186
moritz.migenda@Körber.com

Dear Sir or Madam,

We have the pleasure to offer, based on Körber Technologies GmbH's Terms and Conditions of Sale (export orders), April 2021 Terms of Software Use, April 2021, Service Terms and Conditions (Abroad), April 2021, for the following items for the delivery and utilization at your End-User 1998643 ALBERTA LTD:

1 x CANTOS (Item 10)
1 x CANTOS Kit for sticky material (Item 20)

As described on the following pages.

DocuSign Envelope ID: 413B9821-B48E-4763-8324-BB0E51532E4D

Quotation 260415B
17th of Mar 2023

Item 10 1 x CANTOS

Hemp Pre-roll Maker

Overview

Conventional process and tobacco industry standards require adept technical staffs as well as significant overhead to secure production and facility space. Additionally, current process steps can lead to losses in product and in many cases requires large volumes to facilitate smaller production demands. The revolutionary nature of this emerging industry requires flexibility of equipment to match shifting market demands where producer agility results in increased share of market.

The new pre-rolled segment of the hemp industry has also demonstrated a need in quality systems such as weight stability, long term standard deviation precision and continuous material flow.

The CANTOS pre-roll maker has been developed and designed to meet the unique challenges this new industry is facing. This new, easy-to-operate maker consists of two combined units, a rod making section and filter attachment section. These units are linked together for an automated filter attachment process. At an output of 150 ppm (products per minute), the CANTOS can satisfy product specifications ranging from diameters of 6.0 mm to 7.89 mm as well as total product lengths ranging from 55 mm to 100 mm. The pre-rolled rods can be varied in length from 40 mm to 70 mm and filters from 15-35 mm. The machine will be delivered for one fixed format. Format changes require additional format change kits.

This versatile platform for pre-rolled manufacturing is the perfect choice for smaller facilities or to satisfy smaller production volumes. The operational and maintenance aspects have been simplified for ease of use. In addition to a small hopper size of 5 pounds. This maker is also designed for easy cleaning to facilitate efficient rotation of multiple products and a sticky free flow material. The CANTOS is based on PROTOS machinery, the proven, leading technology from KÖRBER with an emphasis on product quality and end user experience.

The CANTOS is equipped with a MIDAS weight control with a closed loop and has been tested with several strains.
However, this does not guarantee the accuracy of all the strains.



*Photo for illustration purpose only

Filler preparation and grinding:

- Filler material needs to be prepared and cut to size.
- Material cut size to between 3.0 to 3.5mm cut size.
- Filler moisture needs to be below 8% moisture.
- Material needs to be loose and not compressed for smooth flow
- No seeds
- No stems

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CANTOS Overview

Specifications

Pre-roll dimensions	As confirmed below
Speed	150 pre-rolls per minute
Product materials	• Rod paper • Filter paper or Acetate • Filter wrap paper • Glues: PVA • Refer to the CANTOS Datasheet for material specification
Controls/ HMI	Beckhoff PC and HMI
Efficiency	~60% based on periodic cleaning (maintenance & strain changes excluded)
Utility requirement	Voltage 240 VAC Compressed air supply, overpressure 5-6 bar



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		Dimensions	
Cigarette diameter-Ø	(b)	6,1	**(mm)**
Total length	(a)	83	**(mm)**
Tobacco rod length	(c)	53	**(mm)**
Cigarette paper width		21	**(mm)**
Weight of filler (cannabis)		~400	**(**mg)
Tipping paper width	(f)	34 (bobbin width 68)	**(mm)**
Tipping paper length	(g)	22	**(mm)**
Filter rod length		120	**(mm)**
Filter plug length (-up)	(d)	30	**(mm)**
Filter diameter-	(e)	6	**(mm)**
Filter Material		Crimped Paper	
SE-Bobbin-Core-diameter-		120	**(mm)**
SE Bobbin maximum outer diameter		580	**(mm)**
Material Cigarette Paper		Standard Cig. Paper 25 gsm, white	
MAX Bobbin-Core-diameter-		65	**(mm)**
Max Bobbin maximum outer diameter		375	**(mm)**
MAX Gluing		Full Surface	

Key Features

- The only OEM pre-roll machine on the market – active manufacturer support
- Simple design allow for easier operation, maintenance, and cleaning
- Design to run continuously with harmonized filler batches
- Hopper size as low as 5 pounds
- Efficient use of material – gravity fed material without vacuum system.
- Achievement of low finished weight rods. Example: 6.1mm diameter with 350mg rod only (depending on filler density and rod length)
- Easy cleaning for batch change
- Rod length adjustment in the rod maker are done with adjustment only
- Parts needed for diameter size change

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- Internal vacuum system
- Plug and play system with easy operation

Break in material:
This material such as filler, rod paper, glue, filter and wrap paper is required to tune the machine during the building process at Körber. In case customer cannot provide own material, Körber will proceed with a dummy material to tune and prepare the machine prior to shipment.
Filler material and other materials such as filters, papers and glue to be supplied and paid for by the customer.

The required amount of materials necessary for the tune and test phase are listed below:

Material	Quantity	Units
Filler	90	Kg
Rod paper	3	6,000 meter bobbin
Tipping paper	3	3,000 meter bobbin
Filters	5	4,000 Filters per tray
Rod glue	10	Kg
Tipping glue	20	Kg

Included Options:

CSA certificate:
The certificate is required for the Canadian market regulation to add an additional label to the machine with a certified inspector.
.

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Item 20 1 x CANTOS Kit for sticky material

Sub-assembly for CANTOS

In order to enable the CANTOS to run with sticky material, e.g. material with higher THC or CBD content, Körber has developed this kit.

Price Overview

Production Line 4	**Maker**	**Item 10**	Cantos incl. CSA compliance	489.000,00 €
		Item 20	Alcohol application kit	15.000,00 €
			Total Machine Price in Offer	**504.000,00 €**
	Freight, Packaging		Freight DAP Red Deer, Canada + Packaging	15.000,00 €

Total Offer Value	**519.000,00 €**

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Commercial Terms

The combination of Item 10 and Item 20 will in the following be referred to as production line 4

Payment Terms:

30% of the total equipment value of the production line 4, i.e. EUR 151.200,00, as 1st down payment payable immediately after contract signing against our down payment invoice. This payment has already been received.

30% of the total equipment value of the production line 4, i.e. EUR 151.200,00, as 2nd down payment payable 90 days after contract signing against our down payment invoice.

30% of the total equipment value of the production line 4, i.e. EUR 151.200,00, as 3rd down payment payable 30 days prior to shipment of the production line 4 against our down payment invoice.

10% of the total equipment value of the production line 4, i.e. EUR 50.400,00, is payable after the installation has been completed, latest however 3 months after the date of shipment.

The freight and packaging charges for production line 4, i.e. EUR 15.000,00, are payable within 30 days after shipment against our invoice.

Date of shipment = date of CMR of Item 10 for production line 4

Currency EUR

Payments are to be directed to the account of Körber Technologies GmbH, at

Commerzbank AG, Hamburg
IBAN (International Bank Account No.): DE50 2004 0000 0122 9004 00
S.W.I.F.T. (BIC): COBA DE FF XXX

Validity:
This offer is a new version of the Quotation 260416 dated 8th of February 2022, which has already been ordered by All Good. The terms of the present offer have been accepted by signing the “Amendment No. 1 to the individual Contract dated 15th March of 2022 based on the quotation 260415” Therefore, a further separate order based on this offer 260416B is not required or possible.

DocuSign Envelope ID: 413B9821-B48E-4763-8324-BB0E51532E4D

Quotation 260415B
17th of Mar 2023

Terms of Delivery:
DAP Red Deer, AB, Canada**,** Incoterms 2020
Delivery by truck

Time of Delivery:
Estimative delivery of production line 4 EXWORKS Körber factory within 4 weeks after receipt of all payments due prior delivery

Place of Delivery/End-User:
1998643 Alberta Ltd
255 Clearview Drive
T4E 3B6, Red Deer, Alberta
Canada

Important Remark Regarding Delivery:
From early 2021 there have been many reports worldwide on major constraints in the global supply of raw materials and components, especially but not limited to the production of assemblies containing electronics or power supplies. In consequence, the global industry has been encountering extended delivery times and supply capabilities below demand, with orders not being delivered in full and on time. As the constraints start with essential base components used by our suppliers and their sub suppliers, it has been very difficult to predict the effects on us for our supply of parts, subassemblies and machinery to our customers. It is widely assumed that the critical global supply situation will continue at least until the 2nd quarter of 2022.
We are working very closely with our suppliers and have taken numerous measures to prevent as much as possible that the global supply situation impacts our deliveries to our customers.
The delivery times we are quoting are based on the delivery time indication prevailing at the time of quoting, and we reserve the right to adapt them at the time of contract conclusion to take into account any changes in the supply situation.
With the unpredictability of the global supply situation that is beyond our control we explicitly are not in a position to exclude the possibility that despite all measures taken the contractual delivery time may not be kept. Thus you may want to consider this for your planning.
We thank you for your understanding and will keep you informed on any change impacting the delivery time.

Reservation of Proprietary Rights:
The equipment remains property of Körber Technologies GmbH until full payment has been received. Until such time, the equipment must be insured by you against all risks.

Installation:
To be ordered separately. The installation of the equipment by Körber’s qualified technician(s) is mandatory to obtain warranty.

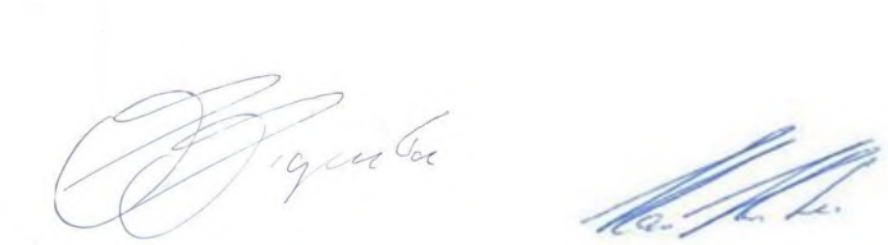
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Quotation 260415B
17th of Mar 2023

Export License:
Certain equipment may require an export license. If so, this order is subject to the granting of such license by the appropriate authorities.

General:
We reserve the right, without prior notice, to make technical modifications that may become necessary due to our ongoing development work.

Sincerely yours,



i.A. Moritz Migenda
Account Manager

i.V. Kai Karstens
Head of Sales Independents & Beyond Tobacco

Compliance Notice:
We advise that our employees are instructed to strictly comply with all applicable statutory regulations and the Values and Principles of Körber AG. In particular, our employees are not allowed to offer, promise or grant inappropriate favors and donations. You will find further details in our code of conduct at www.koerber.de.

DocuSign Envelope ID: 413B9821-B48E-4763-8324-BB0E51532E4D

Amendment No. 1 to the individual Contract dated 15th March of 2022 based on the quotation 260415

Between

Körber Technologies GmbH
Kurt-A.-Körber-Chaussee 8 – 32
21033 Hamburg
Federal Republic of Germany

- hereinafter referred to as **Körber** -

and

All Good Collective Corp
10145 104 Street NW, Suite 200
Edmonton, AB T5J 0Z9
Canada

- hereinafter referred to as **ALL GOOD** -

WHEREAS, on the 15th of March 2022 ALL GOOD agreed to the terms and conditions of Körber's quotation with the reference 260415 dated 8th of February 2022 and ordered 1x CANTOS (serial number: 352448/010 – item 10 of the quotation) (hereinafter referred to as the "**CANTOS**") and 1x kit for sticky material (item 20 of the quotation) (hereinafter together with the CANTOS referred to as the "**Equipment**") including the delivery and installation of the Equipment to/at the consignee's/end-user's factory (Radient Technologies Inc.) by countersigning the aforementioned quotation (hereinafter referred to as the "**Contract**"); and

WHEREAS, Körber has been renamed from Hauni Maschinenbau GmbH to Körber Technologies GmbH; and

WHEREAS, the S.W.I:F.T. (BIC) of Körber's bank Commerzbank has changed from "COBA DE HH XXX" to "COBA DE FF XXX".

WHEREAS, ALL GOOD now wishes to amend the place of delivery and the end-user as below:

From:	To:
Radient Technologies Inc. 4035 101 St NW Edmonton Alberta, T0M 0S0 Canada	1998643 Alberta Ltd 255 Clearview Drive T4E 3B6, Red Deer, Alberta Canada

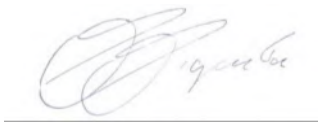
WHEREAS, Körber wishes to handle the installation through its affiliate Körber Technologies Inc. under a separate contract entered into between Körber Technologies Inc. and ALL GOOD or the end-user.

NOW, THEREFORE, considering the above, the quotation 260415 dated 8th of February 2022 is hereby replaced in its entirety by the Quotation 260415B dated 17th of March 2023 and accepted by ALL GOOD.

DocuSign Envelope ID: 413B9821-B48E-4763-8324-BB0E51532E4D

Hamburg, date: 21st of March 2023

Körber Technologies GmbH



i.A. Moritz Migenda
(Account Manager Independents & Beyond Tobacco)



i.V. Kai Karstens
(Head of Sales Independents & Beyond Tobacco)

Edmonton, date:

All Good Collective Corporation

.....
(Signatures)

This is Exhibit "WW" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Docusign Envelope ID: CE166049-A698-4B51-A40F-B8DFFCD6E45C

NFS Leasing Canada

February 26, 2026

LEASE BUYOUT

Client Name: 1998643 Alberta Ltd.

Client Address: 255C Clearview Drive
Red Deer County, AB T4E 3B6

Dear Customer,

NFS Leasing Canada Ltd. is pleased to provide the following lease buyout proposal for Schedule 2022-0301-01. All prices are listed in CAD.

LESSOR:	**NFS Leasing Canada Ltd.**
LESSEE:	**1998643 Alberta Ltd.**
EQUIPMENT PROVIDER:	**Solid Packaging Robotik Inc.**

PLEASE CHOOSE ONE:

ONE-TIME BUYOUT PAYMENT: ☐ **$70,631.36 Inclusive of Tax.**

- **Buyout payment is due in full on or before 06/30/2026 via Lessee initiated wire transfer.**
- **See attached "Exhibit A" for Detailed Buyout Calculation.**
- **Payment of remaining monthly lease payments through June 2026 is required.**
- **If the buyout payment is not made by said date, the Lessee will be billed on a monthly basis in accordance with the Master Lease.**

OR

BUYOUT MONTHLY PAYMENTS: ☐ **12 Payments of $7,188.08 Plus Applicable Tax.**

- **Commencement on 7/1/2026.**
- **Payment of remaining monthly lease payments through June 2026 is required.**
- **If you are an existing PAP/ACH customer, Lessor shall electronically withdraw monthly buyout payments from Lessee's bank account on the first business day of each month.**
- **If Lessor is in possession of a security deposit it shall be refunded to Lessee upon Lessor receipt of the last monthly buyout payment.**

OR

RETURN EQUIPMENT: ☐ **Equipment must be returned to Lessor on or before 06/30/2026.**

- **Lessee is responsible for 120 days prior written notice of equipment return to Lessor, and as such, Lessee is responsible for monthly lease payments through June 2026.**
- **If the equipment is not returned by said date, the Lessee will be billed on a monthly basis in accordance with the Master Lease.**
- **If Lessor is in possession of a security deposit it shall be refunded to Lessee after equipment is returned in entirety and equipment condition is audited by Lessor. Security deposit return is subject to the terms and**

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conditions of the Master Lease having been met.
- See attached "Exhibit B" for equipment return instructions.

SECURITY DEPOSIT: $9,825.77

APPLICATION OF SECURITY DEPOSIT: Should the 12-month buyout extension be chosen:

Provided that all other lease obligations are met and no event of default conditions exist, the Security Deposit above may be either:

1. Applied to the end of the extension payments
2. Refunded to Lessee upon NFS receipt of last extension payment.

PROPOSAL EXPIRATION: 3/27/2026

In accordance with the Master Lease Agreement, Section 24.2, Lessee hereby acknowledges and authorizes Lessor's continued interest in the associated equipment as evidenced by any PPSA financing statements filed on the original Equipment Lease Schedule by execution of this document.

Accepted: One-Time Buyout Payment

LESSOR: NFS Leasing Canada Ltd.

By: Dana Calumby (signed by) 1D69F8B210074EC...

Name: Dana Calumby

Title: Chief Financial Officer

Date: 3/11/2026 | 7:58 PM EDT

LESSEE: 1998643 Alberta Ltd.

By: T. McIntyre

Name:

Title: CEO

Date: March 9/2026

Docusign Envelope ID: CE166049-A698-4B51-A40F-B8DFFCD6E45C

Exhibit A

Calculation for One-Time Buyout Payment

Notification Payments Pursuant to Section 2.1 of Master Lease Agreement	-
Fair Market Value of the Equipment	76,530.60
Sales Tax (AB 5.00%)	3,826.53
Lien Termination Filing Fees	100.00
Less: Security Deposit	(9,825.77)
Total Buyout Due On Or Before 06/30/2026:	**70,631.36**

Buyout Payment due via Lessee initiated wire transfer.

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Exhibit B

NFS Capital Return of Equipment Instructions

Please make sure to either individually wrap or box each component so that no metal is touching metal and there are no exposed corners/edges if strapped to a pallet and wrapped. Also make sure that there is enough packaging material (ie. bubble wrap, etc.) as to prevent an inadvertent impact to the units during transit. The equipment should be insured at half of the Total Sales Price (this amount would be stated on the first page of your lease agreement). NFS will not be responsible for any data remaining on the units upon remarketing. It is imperative that these guidelines are followed to minimize any risk of damage during transit. Damage due to improper packaging is at the shipper's risk.

Delivery address:
NFS Capital, LLC
100 Cummings Center, Suite 143-H, Dock 144Q
Beverly, MA 01915
Contact: Jesse Markarian
Phone: (781) 799-9983
Tractor trailer accessible and loading dock onsite.
Hours: Mon – Fri 9am to 5pm

This is Exhibit "XX" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

wcb Workers' Compensation Board - Alberta

Premium Invoice

Account #: 8898892
Issue Date: Mar 16, 2026
Due Date: Apr 15, 2026
Invoice #: 28814155

1998643 ALBERTA LTD.

Previous invoice balance:	$	143,626.54	Issued date: Feb 16, 2026
Payments received/credits:	$	-16,949.23	
Past due amount owing:	**$**	**126,677.31**	
New charges:	$	27,988.11	
Total invoice amount due:	**$**	**$154,665.42**	

Notes

Mar 16, 2026: Your account is currently past due and will start to accrue interest charges. Clearances will not be issued until payment has been made.

Transaction details since last invoice date

Date	Year	Industry	Description	Premium amount
Feb 25, 2026	2025	01800	Actual Earnings From $5,200,000.00 to $4,960,306.00 at a rate of $2.15/$100	$ -5,153.43
Feb 25, 2026	2026	01800	Earnings Estimate $4,500,000.00 at a rate of $1.98/$100	$ 89,100.00
Mar 06, 2026			Overdue Charge Calculated on $138473.11 Past Due	$ 10,168.11
Mar 16, 2026			Payment Received - Thank You	$ -11,795.80
Mar 16, 2026	2026		Installment Due	$ 17,820.00

Future payments

Total account balance remaining: $71,280.00 (*based on current coverage)

Date	Amount	Date	Amount	Date	Amount
May 16, 2026	$17,820.00	Jul 16, 2026	$17,820.00	Sep 16, 2026	$17,820.00
Nov 16, 2026	$17,820.00				

---

wcb Workers' Compensation Board - Alberta

Payment options

- Preauthorized debit.
- Online using VISA or Mastercard.
- Authorized financial institutions in Canada.
- Cheque.

Account #: 8898892
Amt due: $154,665.42
Due Date: Apr 15, 2026
Amount paid:

7947
1998643 ALBERTA LTD.
255C CLEARVIEW DR
RED DEER COUNTY AB T4E 3B6

If you are paying by cheque:

- Print your account number on the front of your cheque.
- Return this section with your payment to:
  Workers' Compensation Board - Alberta
  PO Box 2323
  Edmonton, AB T5J 3V3

Important information about your premium invoice

Definitions

Transaction date	The date the transaction occurred and was posted to your account. The date beside a payment indicates when it was credited to your account.
Transaction desc	The reason for the transaction.
Year	The premium year associated with the transaction.
Past due amount owing	The amount owing from the previous invoice which was not paid. Clearances will not be issued until this amount, at minimum, has been paid.
New charges	Transactions posted to your account since the previous invoice.
Total invoice amount due	The total amount owing on this invoice. The amount shown here is currently due and will incur overdue charges if not paid by the due date.
Notes	Important information pertaining to your account during this period.
Future payments	Payments which have not yet been invoiced based on your current coverage. If coverage changes, these dates and amounts may also change.
Overdue charges	Overdue charges are calculated on each outstanding transaction from its original date, compounded monthly. The interest rate is set annually at Prime + 8%. Overdue charges are shown as one total for all transactions past due.
Late registration	Late registration penalties are calculated based on the number of days late that a new operation was registered with the WCB. A base penalty of 10% is charged plus interest.
Under estimating	Underestimating penalties are calculated based the amount of premium that was underestimated. A base penalty of 10% is charged plus interest (prime + 8%).
Late filing	Late filing penalties are calculated based on the number of days that an annual employer return was filed late. A base penalty of 10% is charged plus interest (prime + 8%).

For general information, visit our website at www.wcb.ab.ca

If you have questions regarding your invoice, please call your nearest WCB Office:

	Edmonton	Calgary	Toll free	
Phone:	780-498-3999	403-517-6000	In Alberta:	1-866-922-9221
Fax:	780-498-7999	403-517-6201	Outside Alberta	1-800-661-9608
Address:	9912 107 Street NW Edmonton AB T5K 1G5	McCall Court 150 4311 - 12 Street NE Calgary AB T2E 4P9		

This is Exhibit "YY" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

DEBENTURE INDENTURE

between

CANADABIS CAPITAL INC.

and

COMPUTERSHARE TRUST COMPANY

Providing for the Issue of Unsecured Convertible Debentures

Dated as of April 2, 2025

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Schedule "A" Form Of Debenture
Schedule "B" Form Of Transfer
Schedule "C" Form Of Notice Of Conversion
Schedule "D" Form of Redemption Notice

THIS INDENTURE made as of the 2nd day of April, 2025.

BETWEEN:

CANADABIS CAPITAL INC., a corporation incorporated under the laws of the Province of Alberta (hereinafter called the "**Corporation**")

AND

COMPUTERSHARE TRUST COMPANY, a trust company incorporated under the laws of Canada (hereinafter called the "**Trustee**")

WHEREAS in connection with the Offering (as defined herein), the Corporation proposes to issue up to 5,175 Debentures (as defined herein) each having a principal value of $1,000 in the manner and subject to the terms and conditions of this Indenture;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Corporation and not the Trustee;

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the respective covenants and agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Corporation and the Trustee covenant and agree, for the benefit of each other and for the equal and rateable benefit of the holders, as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Indenture and in the Debentures, including the recitals, unless there is something in the subject matter or context inconsistent therewith, the expressions following shall have the following meanings, namely:

(a) "**1933 Act**" means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder;

(b) "**this Indenture**", "**hereto**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar expressions refer to this Indenture and not to any particular Article, Section, subsection, clause, subdivision or other portion hereof and include any and every instrument supplemental or ancillary hereto;

(c) "**affiliate**" has the meaning ascribed thereto in the *Securities Act* (Alberta);

(d) "**Applicable Period**" means any period announced by the Board of Directors as a period of time for which a cash dividend or distribution will be declared and paid by the Corporation to the holders of all or substantially all of the outstanding Common Shares;

(e) "**Applicable Securities Legislation**" means applicable securities laws (including rules, regulations, policies, blanket orders, rulings and instruments) in each of the applicable provinces of Canada;

(f) "**arm's length**" has the meaning ascribed thereto in the *Income Tax Act* (Canada);

(g) "**Auditors of the Corporation**" means an independent firm of chartered professional accountants duly appointed as auditors of the Corporation;

(h) "**Authenticated**" means: (i) with respect to the issuance of a Debenture Certificate, one which has been duly signed by the Corporation and certified by the manual signature of an authorized officer of the Trustee; (ii) with respect to the issuance of an Uncertificated Debenture, one in respect of which the

Trustee has completed all Internal Procedures such that the particulars of such Uncertificated Debenture as required by Section 2.2 are entered in the register of holders of Debentures, "**Authenticate**" and "**Authentication**" have the appropriate correlative meanings;

(i) "**Beneficial Owner**" means any person who holds a beneficial interest in a Debenture that is represented by a Debenture Certificate or an Uncertificated Debenture registered in the name of CDS or its nominee, for the purposes of being held by or on behalf of CDS as custodian for Participants;

(j) "**Board of Directors**" means the board of directors of the Corporation or any committee thereof;

(k) "**Business Day**" means any day other than a Saturday, Sunday or any other day that the Trustee in Calgary, Alberta is not generally open for business;

(l) "**CDS**" or the "**Depository**" means CDS Clearing and Depository Services Inc. and its successors in interest;

(m) "**Change of Control**" means (i) any event, as a result of or following which, any Person, or group of Persons (whether acting alone or "acting jointly or in concert", within the meaning of Applicable Securities Legislation), beneficially own(s) or exercise(s) control or direction over an aggregate of more than sixty six and two thirds percent ($66^{2/3}$%) of the then outstanding Common Shares, or (ii) the sale or other transfer of all or substantially all of the consolidated assets and properties of the Company. Notwithstanding the foregoing, a Change of Control shall not include any sale, merger, reorganization or other similar transaction if the previous holders of Common Shares hold not less than fifty percent (50%) of the voting securities of such merged, reorganized or other continuing entity.

(n) "**Common Shares**" means common shares in the capital of the Corporation, as such common shares are constituted on the date of execution and delivery of this Indenture; provided that in the event of a change or a subdivision, revision, reduction, combination or consolidation thereof, any reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, sale or conveyance or liquidation, dissolution or winding-up, or such successive changes, subdivisions, redivisions, reductions, combinations or consolidations, reclassifications, capital reorganizations, consolidations, amalgamations, arrangements, mergers, sales or conveyances or liquidations, dissolutions or windings-up, then, subject to adjustments, if any, having been made in accordance with the provisions of Section 5.4, "**Common Shares**" shall mean the shares or other securities or property resulting from such change, subdivision, redivision, reduction, combination or consolidation, reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, sale or conveyance or liquidation, dissolution or winding-up;

(o) "**Conversion Price**" means the dollar amount, rounded to two decimal places, calculated by the Corporation or its agent or advisor, for which each Common Share may be issued from time to time upon the conversion of Debentures in accordance with the provisions of Article 5, which, as of the date hereof, is $0.10 per Common Share;

(p) "**Corporation**" means CanadaBis Capital Inc. and includes any successor to or of the Corporation which shall have complied with the provisions of Article 10;

(q) "**Counsel**" means a barrister or solicitor or firm of barristers or solicitors retained or employed by the Trustee or retained or employed by the Corporation and reasonably acceptable to the Trustee;

(r) "**Current Market Price**" per Common Share at any record date referred to herein, including without limitation the Interest Record Date, shall mean the volume weighted average price (VWAP) of the Common Shares on the Exchange for the five (5) consecutive trading days preceding such record date (or, if the Common Shares are not listed thereon, on such stock exchange on which the Common Shares are listed as may be selected for such purpose by the Board or, if the Common Shares are not listed on any stock exchange, on the over-the-counter market, or if the Common Shares are listed on more than one stock exchange and are not listed on the Exchange, the "Current Market Price" shall be calculated on the stock exchange on which the volume of transactions of Common Shares was the highest during such five (5) consecutive trading days; provided further that if the Common Shares are not then listed on any stock

exchange or traded on any over-the-counter market, the Current Market Price shall be the fair market value of the Common Shares as at such date as determined by an independent nationally-recognized investment dealer selected by the Corporation). The volume-weighted average trading price shall be determined by dividing the aggregate sale price of all Common Shares sold on the said exchange or market, as the case may be, during the said 5 consecutive trading days by the total number of Common Shares so sold;

(s) "**Date of Conversion**" has the meaning ascribed thereto in Section 5.3(b);

(t) "**Debenture Certificate**" means a certificate evidencing the Debentures, substantially in the form attached as Schedule "A" hereto;

(u) "**Debentureholders**" or "**holders**" means the Persons for the time being entered in the register for Debentures as registered holders of Debentures or any transferees of such Persons by endorsement or delivery;

(v) "**Debentures**" means the debentures of the Corporation issued and Authenticated hereunder, or deemed to be issued and Authenticated hereunder, designated as "11% Convertible Unsecured Debentures" and described in Section 2.1;

(w) "**Defeased Debentures**" has the meaning ascribed thereto in Section 9.6(b);

(x) "**Event of Default**" has the meaning ascribed thereto in Section 8.1;

(y) "**Exchange**" means the TSX Venture Exchange, or such other stock exchange on which the Common Shares may, from time to time, principally trade;

(z) "**Exchange Minimum Permitted Price**" has the meaning ascribed thereto in Section 2.1(d);

(aa) "**Expiration Date**" has the meaning ascribed thereto in Section 5.4(f);

(bb) "**Expiration Time**" has the meaning ascribed thereto in Section 5.4(f);

(cc) "**Extraordinary Resolution**" has the meaning ascribed thereto in Section 11.12;

(dd) "**generally accepted accounting principles**" or "**GAAP**" means the generally accepted accounting principles (including as further described in Section 1.16) approved by the Board of Directors for the preparation of the Corporation's financial statements, being the generally accepted accounting principles from time to time approved by the Chartered Professional Accountants of Canada;

(ee) "**Interest Obligation**" means the obligation of the Corporation to pay interest on the Debentures, as and when the same becomes due;

(ff) "**Interest Payment Date**" means a date specified in the Debenture as the date on which interest on such Debenture shall become due and payable;

(gg) "**Interest Record Date**" has the meaning ascribed thereto in Section 2.1(d);

(hh) "**Internal Procedures**" means in respect of the making of any one or more entries to, changes in or deletions of any one or more entries in the register of Debentureholders at any time (including without limitation, original issuance or registration of transfer of ownership) the minimum number of the Trustee's internal procedures customary at such time for the entry, change or deletion made to be complete under the operating procedures followed at the time by the Trustee, it being understood that neither preparation and issuance shall constitute part of such procedures for any purpose of this definition;

(ii) "**Maturity Account**" means an account or accounts required to be established by the Corporation (and which shall be maintained by and subject to the control of the Trustee) for each series of Debentures issued pursuant to and in accordance with this Indenture;

(jj) "**Maturity Date**" has the meaning ascribed thereto in Section 2.1(c);

(kk) "**NCI Letter of Instruction**" means the NCI System letter of instruction provided by the Depository to the Trustee in connection with the conversion of the Debentures;

(ll) "**NCI System**" means a non-certificated inventory system for the Debentures maintained by the Depository, as may be changed, supplemented, replaced or otherwise modified from time to time;

(mm) "**NI 62-104**" means National Instrument 62-104 – *Take-Over Bids and Issuer Bids*;

(nn) "**Notice of Conversion**" means the notice of conversion in substantially the form of Schedule "C" hereto;

(oo) "**Offering**" means the brokered private placement of up to $5,175,000 aggregate principal amount of Debentures, or such other amount as may be determined by the Corporation;

(pp) "**Officers' Certificate**" means a certificate of the Corporation signed by any two authorized officers or directors of the Corporation, in their capacities as officers or directors of the Corporation, and not in their personal capacities;

(qq) "**Participant**" means a person recognized by the Depository as a participant in the non-certificated inventory system administered by CDS;

(rr) "**Person**" includes an individual, corporation, company, partnership, joint venture, association, trust, trustee, unincorporated organization or government or any agency or political subdivision thereof;

(ss) "**PIK Election Notice**" means a written notice made by the Corporation to the Trustee specifying the amount of interest owing with respect to the Debentures on any Interest Payment Date;

(tt) "**Privacy Laws**" has the meaning ascribed thereto in Section 15.4;

(uu) "**Proposed Transaction**" means the proposed transaction set forth in the arrangement agreement dated March 11, 2025 between the Corporation and Simply Solventless Concentrates Ltd., pursuant to which Simply Solventless Concentrates Ltd. has agreed to acquire all of the issued and outstanding Common Shares of the Corporation by way of a statutory plan of arrangement;

(vv) "**Purchased Common Shares**" has the meaning ascribed thereto in Section 5.4(f);

(ww) "**Redemption Amount**" has the meaning ascribed thereto in Section 2.1(g);

(xx) "**Redemption Date**" has the meaning ascribed thereto in Section 4.3;

(yy) "**Redemption Notice**" has the meaning ascribed thereto in Section 4.3;

(zz) "**Senior Creditor**" means a holder or holders of Senior Indebtedness and includes any representative or representatives, agent or agents or trustee or trustees of any such holder or holders;

(aaa) "**Senior Indebtedness**" means all obligations, liabilities and indebtedness of the Corporation and its Subsidiaries, whether outstanding on the date of this Indenture or thereafter created, incurred, assumed or guaranteed which would, in accordance with GAAP, be classified upon a consolidated statement of financial position of the Corporation as liabilities of the Corporation and its Subsidiaries and, whether or not so classified, includes (without duplication):

(i) indebtedness of the Corporation or its Subsidiaries for borrowed money;

(ii) obligations of the Corporation or its Subsidiaries evidenced by bonds, debentures, commercial paper, notes or other similar instruments;

(iii) obligations of the Corporation or its Subsidiaries arising pursuant or in relation to bankers' acceptances, letters of credit and letters of guarantee, financial leases, performance bonds and surety bonds (including payment and reimbursement obligations in respect thereof) or indemnities issued in connection therewith;

(iv) obligations of the Corporation or its Subsidiaries under any swap, hedging or other similar contracts or arrangements;

(v) obligations of the Corporation or its Subsidiaries under guarantees, indemnities, assurances, legally binding comfort letters or other contingent obligations relating to the Senior Indebtedness or other obligations of any other person which would otherwise constitute Senior Indebtedness within the meaning of this definition;

(vi) all indebtedness of the Corporation or its Subsidiaries representing the deferred purchase price of any property or assets including, without limitation, purchase money mortgages;

(vii) indebtedness to trade creditors;

(viii) all renewals, extensions, restructurings, refundings and refinancings of any of the foregoing;

(ix) all accrued and unpaid interest, fees and other amounts in respect of any of the foregoing; and

(x) all costs and expenses incurred by or on behalf of any Senior Creditor in enforcing payment or collection of any such Senior Indebtedness, including enforcing any security interest securing the same, provided that "Senior Indebtedness" shall not include any indebtedness that would otherwise be Senior Indebtedness if it is expressly stated to be subordinate to or rank *pari passu* with the Debentures;

(bbb) "**Senior Security**" means all mortgages, liens, pledges, charges (whether fixed or floating), security interests, hypothecs or other encumbrances of any kind, contingent or absolute, held by or on behalf of any Senior Creditor and in any manner securing any Senior Indebtedness. Solely for the purposes of determining whether a Senior Security exists for the purposes of this Indenture, a Person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale or capital lease or other title retention agreement and any lease in the nature thereof (excluding, for the avoidance of doubt, operating leases) and such retention of title by another Person shall constitute a Senior Security;

(ccc) "**Subsidiary**" has the meaning ascribed thereto in the *Securities Act* (Alberta);

(ddd) "**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended, including the regulations promulgated thereunder, each as amended from time to time;

(eee) "**Time of Expiry**" means the time of expiry of certain rights with respect to the conversion of Debentures under Article 5;

(fff) "**Transaction Instruction**" means a written order signed by the holder or the Depository entitled to request that one or more actions be taken, or such other form as may be reasonably acceptable to the Trustee, requesting one or more such actions to be taken in respect of an Uncertificated Debenture;

(ggg) "**Trustee**" means Computershare Trust Company, or its successor or successors for the time being as trustee hereunder;

(hhh) "**Uncertificated Debenture**" means any Debenture which is not issued as part of a Debenture Certificate; and

(iii) "**Written Direction of the Corporation**" means an instrument in writing signed by any one officer or director of the Corporation.

1.2 Meaning of "Outstanding"

Every Debenture Authenticated and delivered by the Trustee shall be deemed to be outstanding until it is cancelled or converted, or delivered to the Trustee for cancellation, conversion or monies and/or Common Shares, as the case may be, for the payment thereof shall have been set aside under Section 9.2, provided that:

(a) Debentures which have been partially converted shall be deemed to be outstanding only to the extent of the unconverted part of the principal amount thereof;

(b) when a new Debenture has been issued in substitution for a Debenture which has been lost, stolen or destroyed, only one of such Debentures shall be counted for the purpose of determining the aggregate principal amount of Debentures outstanding; and

(c) for the purposes of any provision of this Indenture entitling holders of outstanding Debentures to vote, sign consents, requisitions or other instruments or take any other action under this Indenture, or to constitute a quorum of any meeting of Debentureholders, Debentures owned directly or indirectly, legally or equitably, by the Corporation or a Subsidiary of the Corporation shall be disregarded except that:

(i) for the purpose of determining whether the Trustee shall be protected in relying on any such vote, consent, requisition or other instrument or action, or on the holders of Debentures present or represented at any meeting of Debentureholders, only the Debentures which the Trustee knows are so owned shall be so disregarded; and

(ii) Debentures so owned which have been pledged in good faith other than to the Corporation or a Subsidiary of the Corporation shall not be so disregarded if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Debentures, sign consents, requisitions or other instruments or take such other actions in his discretion free from the control of the Corporation or a Subsidiary of the Corporation.

1.3 Interpretation

In this Indenture:

(a) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;

(b) all references to Articles and Schedules refer, unless otherwise specified, to articles of and schedules to this Indenture;

(c) all references to Sections refer, unless otherwise specified, to Sections, subsections or clauses of this Indenture;

(d) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of their context or the words or phrases which precede or succeed them;

(e) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;

(f) unless otherwise indicated, reference to a statute shall be deemed to be a reference to such statute as amended, re-enacted or replaced from time to time; and

(g) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated by including the day on which the period commences and excluding the day on which the period ends.

1.4 Headings, etc.

The division of this Indenture into Articles and Sections, the provision of a Table of Contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Indenture or of the Debentures.

1.5 Time of Essence

Time shall be of the essence of this Indenture.

1.6 Monetary References

Whenever any amounts of money are referred to herein, such amounts shall be deemed to be in lawful money of Canada unless otherwise expressed.

1.7 Invalidity, etc.

Any provision hereof which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof.

1.8 Language

Each of the parties hereto hereby acknowledges that it has consented to and requested that this Indenture and all documents relating thereto, including, without limiting the generality of the foregoing, the forms of Debentures attached hereto as Schedule "A" be drawn up in the English language only.

1.9 Successors and Assigns

All covenants and agreements of the Corporation in this Indenture and the Debentures shall bind its successors and assigns, whether so expressed or not. All covenants and agreements of the Trustee in this Indenture shall bind its successors.

1.10 Severability

In case any provision in this Indenture or in the Debentures shall be invalid, illegal or unenforceable, such provision shall be deemed to be severed herefrom or therefrom and the validity, legality and enforceability of the remaining provisions shall not in any way be affected, prejudiced or impaired thereby.

1.11 Entire Agreement

This Indenture and all supplemental indentures and Schedules hereto and thereto, and the Debentures issued hereunder and thereunder, together constitute the entire agreement between the parties hereto with respect to the indebtedness created hereunder and thereunder and under the Debentures and supersedes as of the date hereof all prior memoranda, agreements, negotiations, discussions and term sheets, whether oral or written, with respect to the indebtedness created hereunder or thereunder and under the Debentures.

1.12 Benefits of Indenture

Nothing in this Indenture or in the Debentures, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any paying agent, the holders of Debentures, the Trustee, the Senior Creditors (to the extent provided in Article 6) and (to the extent provided in Section 8.11) the holders of Common Shares, any benefit or any legal or equitable right, remedy or claim under this Indenture.

1.13 Applicable Law and Attornment

This Indenture, any supplemental indenture and the Debentures shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and shall be treated in all

respects as Alberta contracts. With respect to any suit, action or proceedings relating to this Indenture, any supplemental indenture or any Debenture, the Corporation, the Trustee and each holder irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

1.14 Currency of Payment

All payments to be made under this Indenture shall be made in Canadian dollars.

1.15 Non-Business Days

Whenever any payment to be made hereunder shall be due, any period of time would begin or end, any calculation is to be made or any other action is to be taken on, or as of, or from a period ending on, a day other than a Business Day, such payment shall be made, such period of time shall begin or end, such calculation shall be made and such other action shall be taken, as the case may be, unless otherwise specifically provided herein, on or as of the next succeeding Business Day without any additional interest, cost or charge to the Corporation. Furthermore, any other action to be taken under this Indenture that falls on a non Business Day will be taken on the next succeeding Business Day.

1.16 Accounting Terms

Except as hereinafter provided or as otherwise indicated in this Indenture, all calculations required or permitted to be made hereunder pursuant to the terms of this Indenture shall be made in accordance with GAAP.

1.17 Calculations

The Corporation shall be responsible for making all calculations called for hereunder. The Corporation shall make such calculations in good faith exercising reasonable care, diligence and skill and, absent manifest error, the Corporation's calculations shall be final and binding on holders and the Trustee. The Corporation will provide a schedule of its calculations to the Trustee and the Trustee shall be entitled to rely conclusively on the accuracy of such calculations without independent verification.

1.18 Cut-Off Times of the Depository

Notwithstanding any provisions made in this Indenture with respect to redemptions, either full (at maturity or otherwise) or partial, or conversions (including a forced conversion), the expiry dates, payment dates and other acts that may be required to be done in connection with this Indenture, may be altered due to the internal procedures and processes with respect to cut-off times of the Depository. It is understood and agreed to by the parties hereto that the Trustee shall have no responsibility in connection with any cut-off time imposed by the Depository.

1.19 Schedules

The following Schedules are incorporated into and form part of this Indenture:

Schedule "A" - Form of Debenture
15.5Schedule "B" – Form of Transfer
Schedule "C" - Form of Notice of Conversion
Schedule "D" – Form of Redemption Notice

In the event of any inconsistency between the provisions of any Section of this Indenture and the provisions of the Schedules which form a part hereof, the provisions of this Indenture shall prevail to the extent of the inconsistency.

ARTICLE 2
THE DEBENTURES

2.1 Form and Terms of Debentures

(a) The Debentures authorized for issue are limited to an aggregate principal amount of up to $5,175,000 and shall be designated as "11% Unsecured Convertible Debentures".

(b) The Trustee has been appointed as transfer agent and registrar of the Debentures.

(c) The Debentures shall be dated as of the date of the initial closing of the Offering, or a subsequent closing date if applicable, and shall mature on the date that is 48 months from the date of the initial closing of the Offering (the "**Maturity Date**").

(d) The Debentures shall bear interest from the issue date of the Debentures at the rate of 11% per annum (based on a year of 365 days or 366 days as the case may be), payable quarterly, based on the date of the initial closing of the Offering or a subsequent closing date if applicable, in arrears on the outstanding principal amount of such Debentures. Interest shall be paid in cash or Common Shares, at the sole discretion of the Corporation, on the last Business Day of each calendar quarter, with the first interest payment being paid on June 30, 2025. Interest shall be payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate. For certainty, the first interest payment will include interest accrued from and including the date of the Debenture to, but excluding, June 30, 2025. Any payment required to be made on any day that is not a Business Day will be made on the next succeeding Business Day. The record dates for the payment of interest on the Debentures will be the close of business on the fifth Business Day prior to the applicable Interest Payment Date ("**Interest Record Date**").

For clarity, the Interest Obligation on the holders' Debentures, may, at the sole discretion of the Corporation, be paid by the delivery of Common Shares issued at the Current Market Price, provided that, so long as the Common Shares are listed on the Exchange, in the event that the Current Market Price is less than the minimum price permitted by the definition of "Discounted Market Price" as defined in Exchange Policy 1.1 – Interpretation (the "**Exchange Minimum Permitted Price**"), the Common Shares shall be issued at the Exchange Minimum Permitted Price, as further set forth in Section 2.9.

(e) The Debentures will be direct unsecured obligations of the Corporation and will be subordinated to all existing and future Senior Indebtedness of the Corporation in accordance with the provisions of Article 6. Debentures will rank *pari passu* in right of payment of principal and interest with each other Debentures issued under this Indenture (regardless of their actual date of issue) and, except as prescribed by law, with all other present unsecured indebtedness of the Corporation.

(f) On the Maturity Date the Corporation agrees to repay the Debentureholder the principal amount of the Debentures plus accrued and unpaid interest, in cash, subject to the early redemption of the Debentures, pursuant to Section 2.1(g) and Article 5, or the early conversion of the Debentures, pursuant to Section 2.1(h) and Article 5.

(g) On or following September 2, 2025 but prior to the Maturity Date, the Corporation shall have the right to either partially or fully redeem the outstanding Debentures as further described in Article 4. The redemption amount of the Debentures shall be a cash amount equal to 105% of the outstanding principal amount of the Debentures being so redeemed, plus an amount equal to the greater of (i) the accrued and unpaid interest on the Debentures being redeemed; or (ii) six months of interest less the amount of interest previously paid by the Corporation to the Debentureholders in respect of the Debentures being redeemed (the "**Redemption Amount**"). The Debentureholders shall not be entitled to any other bonus, premium or penalty beyond the Redemption Amount. If the Corporation elects to exercise such option, it shall so specify and provide details in the Redemption Notice.

(h) Upon and subject to the provisions and conditions of Article 5, on or following August 3, 2025, the holder of each Debenture shall have the right, at such holder's option, at any time when the register of the Trustee

is open, prior to 5:00 p.m. (Calgary time) on (i) the Business Day immediately prior to the Maturity Date; and (ii) if the Debentures are called for redemption, the Business Day immediately preceding the date specified by the Corporation for redemption of the Debentures, (the earliest of which will be the "**Time of Expiry**" for the purposes of Article 5), to convert the whole or any part, which is $1,000 or an integral multiple thereof, of the principal amount of such Debenture into Common Shares at the Conversion Price in effect on the Date of Conversion.

(i) The Conversion Price in effect upon issuance for each Common Share to be issued upon the conversion of the Debentures shall be equal to $0.10 per Common Share, subject to adjustment and the terms of Section 5.4. Holders converting their Debentures will receive, in addition to the applicable number of Common Shares, accrued and unpaid interest in respect of the Debentures surrendered for conversion up to but excluding the Date of Conversion from, and including, the most recent Interest Payment Date in accordance with Section 5.3(e). For clarity, payment of such interest, may, at the option of the Corporation, be paid (or in the case of Common Shares, issued) on the next regularly scheduled Interest Payment Date following the Date of Conversion.

(j) The Debentures shall be issued in denominations of $1,000 and integral multiples of $1,000 or such other amount as may be determined by the Corporation. Each Debenture and the certificate of the Trustee endorsed thereon shall be issued in substantially the form set out in Schedule "A", and shall be dated the date of issuance, with such insertions, omissions, substitutions or other variations as shall be required or permitted by this Indenture, and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of the Exchange or securities regulatory authority or to conform with general usage, all as may be determined by the director or officer of the Corporation executing such Debenture in accordance with Section 2.3 hereof, as conclusively evidenced by their execution of a Debenture. Each Debenture shall additionally bear such distinguishing letters and numbers as the Trustee shall approve. Notwithstanding the foregoing, a Debenture may be in such other form or forms as may, from time to time, be, approved by a resolution of the Board as specified in an Officer's Certificate. The Debentures may be engraved, lithographed, printed, mimeographed or typewritten or partly in one form and partly in another, including non-certificated electronic form.

(k) Not less than thirty (30) days following a Change of Control, the Corporation shall deliver a notice to the Trustee in accordance with Sections 5.9 and 12.3, and the Trustee shall promptly deliver to the holders of the Debentures in accordance with Section 12.2, a notice stating that there has been a Change of Control, and specifying the date on which such Change of Control occurred and the circumstances or events giving rise to such Change of Control (a "**Change of Control Notice**") and the Trustee shall advise the Debentureholders that all of the outstanding Debentures shall be exchanged for new unsecured convertible debentures with equivalent terms, consistent with Section 5.4(d) of this Indenture.

2.2 Non-Certificated Deposit

(a) Subject to the provisions hereof and specific jurisdictional investor requirements, at the Corporation's option, Debentures may be issued and registered in the name of CDS or its nominee and:

(i) the deposit of which may be confirmed electronically by the Trustee to a particular Participant through CDS; and

(ii) shall be identified by a specific CUSIP/ISIN as requested by the Corporation from CDS to identify the Debentures.

(b) If the Corporation issues Debentures in a non-certificated format, Beneficial Owners of such Debentures registered and deposited with CDS shall not receive Debenture Certificates in definitive form and shall not be considered owners or holders thereof under this Indenture or any supplemental indenture. Beneficial interests in Debentures registered and deposited with CDS will be represented only through the non-certificated inventory system administered by CDS. Transfers of Debentures registered and deposited with CDS between Participants shall occur in accordance with the rules and procedures of CDS. Neither the

Corporation nor the Trustee shall have any responsibility or liability for any aspects of the records relating to or payments made by CDS or its nominee, on account of the beneficial interests in Debentures registered and deposited with CDS. Nothing herein shall prevent the Beneficial Owners of Debentures registered and deposited with CDS from voting such Debentures using duly executed proxies.

(c) All references herein to actions by, notices given or payments made to Debentures shall, where Debentures are held through CDS, refer to actions taken by, or notices given or payments made to, CDS upon instruction from the Participants in accordance with its rules and procedures. For the purposes of any provision hereof requiring or permitting actions with the consent of or at the direction of Debentureholders evidencing a specified percentage of the aggregate Debentures outstanding, such direction or consent may be given by Beneficial Owners acting through CDS and the Participants owning Debentures evidencing the requisite percentage of the Debentures. The rights of a Beneficial Owner whose Debentures are held through CDS shall be exercised only through CDS and the Participants and shall be limited to those established by law and agreements between such holders and CDS and the Participants upon instructions from the Participants. Each of the Trustee and the Corporation may deal with CDS for all purposes (including the making of payments) as the authorized representative of the respective Debentures and such dealing with CDS shall constitute satisfaction or performance, as applicable, of their respective obligations hereunder.

(d) For so long as Debentures are held through CDS, if any notice or other communication is required to be given to Debentureholders, the Trustee will give such notices and communications to CDS.

(e) If CDS resigns or is removed from its responsibility as Depository and the Trustee is unable or does not wish to locate a qualified successor, CDS shall provide the Trustee with instructions for registration of Debentures in the names and in the amounts specified by CDS and the Corporation shall issue and the Trustee shall Authenticate and deliver the aggregate number of Debentures then outstanding in the form of definitive Debentures Certificates representing such Debentures.

(f) The rights of Beneficial Owners who hold securities entitlements in respect of the Debentures through the non-certificated inventory system administered by CDS shall be limited to those established by applicable law and agreements between the Depository and the Participants and between such Participants and the Beneficial Owners who hold securities entitlements in respect of the Debentures through the non-certificated inventory system administered by CDS, and such rights must be exercised through a Participant in accordance with the rules and procedures of the Depository.

(g) Notwithstanding anything herein to the contrary, none of the Corporation nor the Trustee nor any agent thereof shall have any responsibility or liability for:

(i) the electronic records maintained by the Depository relating to any ownership interests or any other interests in the Debentures or the depository system maintained by the Depository, or payments made on account of any ownership interest or any other interest of any Person in any Debenture represented by an electronic position in the non-certificated inventory system administered by CDS (other than the Depository or its nominee);

(ii) for maintaining, supervising or reviewing any records of the Depository or any Participant relating to any such interest; or

(iii) any advice or representation made or given by the Depository or those contained herein that relate to the rules and regulations of the Depository or any action to be taken by the Depository on its own direction or at the direction of any Participant.

(h) The Corporation may terminate the application of this Section 2.2 in its sole discretion in which case all Debentures shall be evidenced by Debenture Certificates registered in the name of a Person other than the Depository.

(i) Notwithstanding the foregoing, upon request of the Beneficial Owner, through CDS, the Trustee shall issue a definitive Debentures in respect of the interest of such Beneficial Owner, in which case the Uncertificated

Debentures representing such Debentures shall be reduced accordingly and such Debentures shall be duly registered as directed by CDS.

2.3 Execution of Debenture Certificates

All Debenture Certificates shall be signed (either manually, by facsimile signature, scanned or other electronic copy) by any one authorized director or officer of the Corporation holding office at the time of signing. A facsimile, scanned or other electronic signature upon a Debenture Certificate shall for all purposes of this Indenture be deemed to be the signature of the person whose signature it purports to be. Notwithstanding that any person whose signature, either manual or in facsimile, scan or other electronic form, appears on a Debenture Certificate as a director or officer may no longer hold such office at the date of the Debenture Certificate or at the date of the Authentication and delivery thereof, such Debenture Certificate shall be valid and binding upon the Corporation and entitled to the benefits of this Indenture.

2.4 Authentication

(a) No Debenture shall be issued or, if issued, shall be obligatory or shall entitle the holder to the benefits of this Indenture, until it has been Authenticated by or on behalf of the Trustee substantially in the form set out in this Indenture, in the relevant supplemental indenture, or in some other form approved by the Trustee. Such Authentication on any Debenture shall be conclusive evidence that such Debenture is duly issued, is a valid obligation of the Corporation and the holder is entitled to the benefits hereof.

(b) The Authentication of the Trustee signed on the Debentures shall not be construed as a representation or warranty by the Trustee as to the validity of this Indenture or of the Debentures or as to the issuance of the Debentures and the Trustee shall in no respect be liable or answerable for the use made of the Debentures or the proceeds thereof. The Authentication of the Trustee on the Debentures shall, however, be a representation and warranty by the Trustee that the Debentures have been duly Authenticated by or on behalf of the Trustee pursuant to the provisions of this Indenture.

(c) The Trustee shall Authenticate Uncertificated Debentures (whether upon original issuance, exchange, registration of transfer or otherwise) by completing its Internal Procedures and the Corporation shall, and hereby acknowledges that it shall, thereupon be deemed to have duly and validly issued such Uncertificated Debentures under this Indenture. Such Authentication shall be conclusive evidence that such Uncertificated Debentures have been duly issued hereunder and that the holder or holders are entitled to the benefits of this Indenture. The register shall be final and conclusive evidence as to all matters relating to Uncertificated Debentures with respect to which this Indenture requires the Trustee to maintain records or accounts. In case of differences between the register at any time and any other time the register at the later time shall be controlling, absent manifest error and such Uncertificated Debentures are binding on the Corporation.

(d) No Uncertificated Debenture shall be considered issued, shall be obligatory or shall entitle the holder thereof to the benefits of this Indenture, until it has been Authenticated by entry on the records of the Trustee of the particulars of the Uncertificated Debenture. Such entry of the particulars of an Uncertificated Debenture shall be conclusive evidence that such Uncertificated Debenture is a valid and binding obligation of the Corporation and that the holder is entitled to the benefits of this Indenture. Authenticating by way of entry on the records of the Trustee shall not be construed as a representation or warranty by the Trustee as to the validity of this Indenture or of such Debentures or its Authentication (except the due Authentication thereof) or as to the performance by the Corporation of its obligations under this Indenture and the Indenture Trustee shall in no respect be liable or answerable for the use made of the Uncertificated Debentures or any of them or the proceeds thereof.

2.5 Mutilation, Loss, Theft or Destruction

In case any of the Debentures issued hereunder shall become mutilated or be lost, stolen or destroyed, the Corporation, in its discretion, may issue, and thereupon the Trustee shall Authenticate and deliver, a new Debenture upon surrender and cancellation of the mutilated Debenture, or in the case of a lost, stolen or destroyed Debenture, in lieu of and in substitution for the same, and the substituted Debenture shall be in a form approved by the Trustee and shall be entitled to the benefits of this Indenture and rank equally in accordance with its terms with all other

Debentures issued or to be issued hereunder. In case of loss, theft or destruction the applicant for a substituted Debenture shall furnish to the Corporation and to the Trustee such evidence of the loss, theft or destruction of the Debenture as shall be satisfactory to them in their discretion and shall also furnish an indemnity and surety bond satisfactory to them in their discretion. The applicant shall pay all reasonable expenses incidental to the issuance of any substituted Debenture.

2.6 Concerning Interest

(a) All Debentures issued hereunder, whether originally or upon exchange or in substitution for previously issued Debentures which are interest bearing, shall bear interest (i) from and including their issue date, or (ii) from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on the outstanding Debentures, whichever shall be the later, to and excluding the earlier of: (A) the next Interest Payment Date; (B) if redeemed in accordance with Section 4.1, the Redemption Date; (C) if converted in accordance with Section 5.1, the Date of Conversion; and (D) the Maturity Date.

(b) Interest shall be computed on the basis of a year of 365 days or 366 days as applicable. With respect to the Debentures, whenever interest is computed on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

(c) The Corporation may, at its option, elect in its sole discretion, to satisfy its Interest Obligations by issuing and delivering Common Shares in accordance with Section 2.9(b). The number of Common Shares to be issued and delivered to each Debentureholder in full payment of such interest shall be calculated by dividing the amount of interest payable to such Debentureholder on such Interest Payment Date by the Current Market Price; provided that, so long as the Common Shares are listed on the Exchange, in the event that the Current Market Price is less than the Exchange Minimum Permitted Price, the Common Shares shall be issued at the Exchange Minimum Permitted Price.

2.7 Debentures to Rank *Pari Passu*

The Debentures will be direct unsecured obligations of the Corporation. Each Debenture will rank *pari passu* in right of payment of principal and interest with each other Debenture issued under this Indenture (regardless of their actual date of issue) and, except as prescribed by law, with all other present unsecured indebtedness of the Corporation.

2.8 Payments of Amounts Due on Maturity

Payments of amounts due upon maturity of the Debentures will be made in the following manner. The Corporation will establish and maintain with the Trustee a Maturity Account for the Debentures. The Maturity Account shall be maintained by and be subject to the control of the Trustee for the purposes of this Indenture. On or before 11:00 a.m. (Calgary time) on the Business Day immediately prior to the Maturity Date for Debentures outstanding from time to time under this Indenture, the Corporation will deliver to the Trustee a certified cheque or wire transfer for deposit in the applicable Maturity Account in an amount sufficient to pay the cash amount payable in respect of such Debentures (including the principal amount together with any accrued and unpaid interest thereon less any tax required by law to be deducted), provided the Corporation may elect to satisfy this requirement by providing the Trustee with a cheque or with funds by electronic transfer for such amounts required under this Section 2.8 post-dated to the applicable Maturity Date. The Trustee, on behalf of the Corporation, will pay to each holder entitled to receive payment the principal amount of and accrued and unpaid interest on the Debenture, upon surrender of the Debenture at the Calgary branch of the Trustee from time to time. The delivery of such funds to the Trustee for deposit to the applicable Maturity Account will satisfy and discharge the liability of the Corporation for the Debentures to which the delivery of funds relates to the extent of the amount delivered (plus the amount of any tax deducted as aforesaid and remitted to the appropriate governmental authority) and such Debentures will thereafter to that extent not be considered as outstanding under this Indenture and such holder will have no other

right in regard thereto other than to receive out of the money so delivered or made available the amount to which it is entitled.

2.9 Payment of Interest in Cash or Common Shares

(a) Except as otherwise provided in Section 2.1(d), as interest becomes due on each Debenture, the Corporation shall, on or before 11:00 a.m. (Calgary time), on the third (3rd) Business Day immediately prior to the applicable Interest Payment Date, deliver to the Trustee a wire transfer in an amount sufficient to pay such interest as is payable in respect of such Debentures. Upon receipt of such interest payment from the Corporation, the Trustee, on behalf of the Corporation, shall then send or forward by prepaid ordinary mail, electronic transfer of funds or such other means as may be agreed to by the Trustee, payment of such interest (less any tax required to be withheld therefrom) to the order of the registered holder of such Debenture appearing on the registers maintained by the Trustee at the close of business on the fifth Business Day prior to the applicable Interest Payment Date and addressed to the holder at the holder's last address appearing on the register, unless such holder otherwise directs. The Trustee will remit such taxes withheld as and when required to the applicable tax authorities. If payment is made to the holder by cheque, such cheque shall be forwarded at least three (3) Business Days prior to each applicable Interest Payment Date and if payment is made by other means (such as electronic transfer of funds, provided the Trustee must receive confirmation of receipt of funds prior to being able to wire funds to holders), such payment shall be made in a manner whereby the holder receives credit for such payment on the date such interest on such Debenture becomes due. The mailing of such cheque or the making of such payment by other means shall, to the extent of the sum represented thereby, plus the amount of any tax withheld as aforesaid, satisfy and discharge all liability for interest on such Debenture, unless in the case of payment by cheque, such cheque is not paid at par on presentation. In the event of non-receipt of any cheque for or other payment of interest by the Person to whom it is so sent as aforesaid, the Trustee will issue to such Person a replacement cheque or other payment for a like amount upon being furnished with such evidence of non-receipt as it shall reasonably require and upon being indemnified to its satisfaction. Notwithstanding the foregoing, if the Corporation or the Trustee is prevented by circumstances beyond its control (including, without limitation, any interruption in mail service) from making payment of any interest due on each Debenture in the manner provided above, the Corporation or the Trustee may make payment of such interest or make such interest available for payment in any other manner acceptable to the Trustee with the same effect as though payment had been made in the manner provided above.

Notwithstanding this 2.9 if the Debentures are represented by Uncertificated Debentures, then all payments of interest on the Uncertificated Debentures shall be made by electronic funds transfer or cheque made payable to the Depository or its nominee on the day interest is payable for subsequent payment to Beneficial Owners of the applicable Uncertificated Debentures, unless the Corporation and the Depository otherwise agree. None of the Corporation, the Trustee or any agent of the Trustee for any Debenture issued as Uncertificated Debentures will be liable or responsible to any Person for any aspect of the records related to or payments made on account of beneficial interests in any Uncertificated Debentures or for maintaining, reviewing, or supervising any records relating to such beneficial interests.

(b) The Corporation may at its option, elect to satisfy its Interest Obligations under this Indenture by issuing and delivering Common Shares to holders of the Debentures. The number of Common Shares to be issued and delivered to each Debentureholder in full payment of such Interest Obligation shall be calculated by dividing the amount of interest payable to such Debentureholder on such Interest Payment Date by the Current Market Price; provided that, so long as the Common Shares are listed on the Exchange, in the event that the Current Market Price is less than the Exchange Minimum Permitted Price, the Common Shares shall be issued at the Exchange Minimum Permitted Price.

(c) Where the Corporation so elects, it shall: (a) deliver a PIK Election Notice to the Trustee not less than 15 Business Days prior to the Interest Payment Date to which the Interest Obligation relates; and (b) thereafter, for delivery to and on account of the holders, or in the case of Uncertificated Debentures, to the Depository or its nominee, certificates or other evidence representing the Common Shares to which the holders are entitled. In the case of delivery of certificates or other evidence representing the Common Shares to the Trustee, the Trustee shall deliver to the holders entitled thereto, the certificates or other evidence representing such Common Shares. No fractional Common Shares shall be delivered to the Trustee or holders on any conversion and the number of Common Shares delivered shall be rounded down

to the nearest whole number. The Corporation shall not be required to make any payment to the holder of such Debenture for such fractional interest.

2.10 Payment of Principal and Interest at Maturity

Except as may otherwise be provided herein, on the Maturity Date, the Corporation shall pay to the holders all of the principal thereon and all accrued and unpaid interest thereto, up to but excluding the Maturity Date. Subject to Section 2.9(b) on account of the accrued and unpaid interest, which may at the option of the Corporation be paid in Common Shares, the payment of principal and accrued and unpaid interest shall be made to the holders in cash in the manner contemplated by Section 2.8 and 2.9(a), as the case may be.

2.11 Withholding Tax

The Corporation will be entitled to deduct and withhold any applicable taxes or similar charges (including interest, penalties or similar amounts in respect thereof) imposed or levied by or on behalf of the Canadian government or of any Province or territory thereof or any authority or agency therein or thereof having power to tax, including pursuant to the Tax Act, from any payment to be made on or in connection with the Debentures and, provided that the Corporation forthwith remits such withheld amount to such government, authority or agency and files all required forms in respect thereof and, at the same time, provides copies of such remittance and filing to the Trustee and the relevant Debentureholder, the amount of any such deduction or withholding will be considered an amount paid in satisfaction of the Corporation's obligations under the Debentures and there is no obligation on the Corporation to gross-up amounts paid to a holder in respect of such deductions or withholdings. The Corporation shall provide the Trustee and the relevant Debentureholder with copies of receipts or other communications relating to the remittance of such withheld amount or the filing of such forms received from such government, authority or agency promptly after receipt thereof.

The Trustee shall have no obligation to verify any payments under the Tax Act or any provision of provincial, state, local or foreign tax law. The Trustee shall at all times be indemnified and held harmless by the Corporation from and against any personal liabilities of the Trustee incurred in connection with the failure of the Corporation or its agents, to report, remit or withhold taxes as required by the Tax Act or otherwise failing to comply with the Tax Act. This indemnification shall survive the resignation or removal of the Trustee and the termination of this Indenture solely to the extent that such liabilities have been incurred in connection with taxation years occurring during the term of this Indenture.

ARTICLE 3
REGISTRATION, TRANSFER, EXCHANGE AND OWNERSHIP

3.1 Uncertificated Debentures

(a) With respect to the Debentures, the Corporation shall cause to be kept by and at the principal offices of the Trustee in Calgary, Alberta and by the Trustee or such other registrar as the Corporation, with the approval of the Trustee, may appoint at such other place or places, if any, as the Corporation may designate with the approval of the Trustee, a register in which shall be entered the name and address of the holder of each such Uncertificated Debentures (being the Depository, or its nominee) as holder thereof and particulars of the Uncertificated Debentures held by it, and of all transfers thereof. If any Debentures are at any time not Uncertificated Debentures, the provisions of Section 3.2 shall govern with respect to registrations and transfers of such Debentures.

(b) Notwithstanding any other provision of this Indenture, Uncertificated Debentures may not be transferred by the registered holder thereof and accordingly, except to the extent contemplated by Section 3.3 no definitive certificates shall be issued to Beneficial Owners except in the following circumstances or as otherwise specified in a resolution of the Trustee, a resolution of the Board or Officer's Certificate:

(i) Uncertificated Debentures may be transferred by a Depository to a nominee of such Depository or by a nominee of a Depository to such Depository or to another nominee of such Depository or by a Depository or its nominee to a successor Depository or its nominee;

(ii) Uncertificated Debentures may be transferred at any time after (A) the Depository for such Uncertificated Debentures, or the Corporation, has notified the Trustee that the Depository is unwilling or unable to continue as Depository for such Uncertificated Debentures; or (B) the Depository ceases to be a clearing agency, provided in each case that at the time of such transfer the Corporation has not appointed a successor clearing agency for such Uncertificated Debentures;

(iii) Uncertificated may be transferred at any time after the Corporation has determined, in its sole discretion, to terminate the book-entry only registration system or book based entry, in respect of such Uncertificated Debentures, as the case may be, and has communicated such determination to the Trustee in writing;

(iv) Uncertificated Debentures may be transferred at any time after the Trustee has determined that an Event of Default has occurred and is continuing with respect to the Debentures, provided that Beneficial Owners representing, in the aggregate, not less than 25% of the aggregate principal amount of the Uncertificated Debentures of such series advise the Depository in writing, through the Participants, that the continuation of the book-entry only registration system or book based entry, as applicable, for such series of Debentures is no longer in their best interest and also provided that at the time of such transfer the Trustee has not waived the Event of Default pursuant to Section 8.3;

(v) Uncertificated Debentures may be transferred if required by applicable law; or

(vi) Uncertificated Debentures may be transferred if the book-entry only registration system or book based entry, as applicable, ceases to exist.

(c) Whenever a notice or other communication is required to be provided to Debentureholders, unless and until definitive certificate(s) have been issued to Beneficial Owners as contemplated herein, the Trustee shall provide all such notices and communications to the Depository and the Depository shall deliver such notices and communications to such Beneficial Owners in accordance with Applicable Securities Legislation. Upon the termination of the book-entry only registration system or book based entry, as applicable, on the occurrence of one of the conditions specified in Section 3.1(b) with respect to the Debentures issued hereunder, the Trustee, at the expense of the Corporation, shall notify all applicable Participants and Beneficial Owners, through the Depository, of the availability of definitive Debenture Certificates. Upon receipt of new registration instructions from the Depository, the Trustee shall deliver the definitive Debenture Certificates for such Debentures to the holders thereof in accordance with the new registration instructions and thereafter, the registration and transfer of such Debentures will be governed by 3.2 and the remaining Sections of this Article 3.

(d) Notwithstanding any other provisions of this Indenture or the Debentures, transfers and exchanges of Debentures shall be made in accordance the applicable rules and guidelines of the Securities Transfer Association of Canada.

(e) Notwithstanding any provisions made in this Indenture for the issuance, certification and authentication of Debentures in physical form as Debenture Certificates, the Debentures issued under the terms of this Indenture may also be issued to the Depository in book based only form, non-certificated and appearing on the register of the Trustee as a book based entry. In the absence of any physical securities being created for certification by the Corporation and authentication by the Trustee at the initial issuance of the Debentures, confirmation of the due issuance and validity of any Debentures shall be based upon the comparison of the Debentures in quantity and description appearing under the relevant broker's instant deposit request identification number to the quantity and description of Debentures as detailed in the delivery order of the Corporation addressed to the Trustee and to the broker upon whose posting of the Uncertificated Debentures to the book entry records of the Depository on a non-certificated basis on which both the Corporation and the Trustee shall depend. It is the responsibility of the Corporation to make the necessary arrangements with its broker or brokers to obtain, in a timely manner, the necessary instant deposit request identification number to facilitate the issuance of non-certificated Uncertificated Debentures.

(f) In the establishment and maintenance of a non-certificated Uncertificated Debenture issue, the Trustee shall maintain such a record on its register for Debentures in book based form only. Transfers of Debentures appearing on the register of the Depository shall otherwise occur as provided for in this Indenture. The parties hereto further recognize that, notwithstanding the issuance of Uncertificated Debentures, conversions of Debentures shall occur as contemplated by the terms of this Indenture but the Trustee is permitted to employ whatever reasonable means it may from time to time require in order to guarantee the unhindered (but subject to the terms and conditions hereof) conversion of such Debentures appearing on the register for Debentures in book based only form by making whatever arrangements are deemed necessary by it with the Depository.

3.2 Debenture Certificates

(a) If any Debentures are at any time not Uncertificated Debentures, then such Debentures shall be evidenced by Debenture Certificates and the Corporation shall cause to be kept by and at the principal offices of the Trustee in Calgary, Alberta and by the Trustee or such other registrar as the Corporation, with the approval of the Trustee, may appoint at such other place or places, if any, as the Corporation may designate with the approval of the Trustee, a register in which shall be entered the names and addresses of the holders of Debenture Certificates and particulars of such Debentures held by them respectively and of all transfers of Debenture Certificates. Such registration shall be noted on the Debentures by the Trustee or other registrar unless a new Debenture shall be issued upon such transfer.

(b) No transfer of a Debenture Certificate shall be valid unless made on such register referred to in Section 3.2(a) by the registered holder or such holder's executors, administrators or other legal representatives or an attorney duly appointed by an instrument in writing in form and execution satisfactory to the Trustee or other registrar upon surrender of the Debentures together with a duly executed form of transfer acceptable to the Trustee and upon compliance with such other reasonable requirements as the Trustee or other registrar may prescribe, nor unless the name of the transferee shall have been noted on the Debenture by the Trustee or other registrar.

3.3 Transferee Entitled to Registration

(a) The transferee of a Debenture shall be entitled, after the appropriate form of transfer is lodged with the Trustee or other registrar and upon compliance with all other conditions in that behalf required by this Indenture or by law, to be entered on the register as the owner of such Debenture free from all equities or rights of set off or counterclaim between the Corporation and the transferor or any previous holder of such Debenture, save in respect of equities of which the Corporation is required to take notice by statute or by order of a court of competent jurisdiction. Upon surrender for registration of transfer of Debentures, the Trustee shall issue, Authenticate and deliver a new Debenture Certificate or confirm the electronic deposit of Uncertificated Debentures of like tenor in the name of the designated transferee and register such transfer. If less than all the Debentures evidenced by the Debenture Certificate(s) or Uncertificated Debentures so surrendered are transferred, the transferor shall be entitled to receive, in the same manner, a new Debenture Certificate or electronically deposited Uncertificated Debentures registered in his name evidencing the Debentures not transferred.

(b) If a Debenture tendered for transfer bears the legend or is represented by a restricted CUSIP/ISIN providing notification of a restrictive legends, the Trustee shall not register such transfer unless the Corporation notifies the Trustee that the Corporation is reasonably satisfied that the transfer is being made in a transaction exempt from, or not subject to, the prospectus requirements of Applicable Securities Legislation and all applicable state securities laws.

(c) No duty shall rest with the Trustee to determine compliance of the transferor or transferee with applicable securities laws. The Trustee shall be entitled to assume that all transfers are legal and proper.

3.4 No Notice of Trusts

Neither the Corporation nor the Trustee nor any registrar shall be bound to take notice of or see to the execution of any trust (other than that created by this Indenture) whether express, implied or constructive, in respect of any

Debenture, and may transfer the same on the direction of the person registered as the holder thereof, whether named as trustee or otherwise, as though that person were the beneficial owner thereof.

3.5 Registers Open for Inspection

The registers referred to in Sections 3.1 and 3.2 shall at all reasonable times be open for inspection by the Corporation, the Trustee or any Debentureholder. Every registrar, including the Trustee, shall from time to time when requested so to do by the Corporation or by the Trustee, in writing, furnish the Corporation or the Trustee, as the case may be, with a list of names and addresses of holders of registered Debentures entered on the register kept by them and showing the principal amount and serial numbers of the Debentures held by each such holder, provided the Trustee shall be entitled to charge a reasonable fee to provide such a list.

3.6 Exchanges of Debenture Certificates

(a) Subject to Section 3.7, Debentures in any authorized form or denomination, other than Uncertificated Debentures, may be exchanged for Debentures in any other authorized form or denomination, of the same series and date of maturity, bearing the same interest rate and of the same aggregate principal amount as the Debentures so exchanged.

(b) In respect of exchanges of Debentures permitted by Section 3.6(a), Debentures of any series may be exchanged only at the principal offices of the Trustee in the city of Calgary or at such other place or places, if any, as may be specified in the Debentures of such series and at such other place or places as may from time to time be designated by the Corporation with the approval of the Trustee. Any Debentures tendered for exchange shall be surrendered to the Trustee. The Corporation shall execute and the Trustee shall Authenticate all Debentures necessary to carry out exchanges as aforesaid. All Debentures surrendered for exchange shall be cancelled.

(c) Debentures issued in exchange for Debentures which at the time of such issue have been selected or called for redemption (if applicable) at a later date shall be deemed to have been selected or called for redemption (if applicable) in the same manner and shall have noted thereon a statement to that effect.

3.7 Closing of Registers

(a) Neither the Corporation nor the Trustee nor any registrar shall be required to:

(i) make transfers or exchanges of or convert any Debentures on any Interest Payment Date for such Debentures or during the five (5) preceding Business Days;

(ii) make transfers or exchanges of any Debentures on the day of any selection by the Trustee of Debentures to be redeemed or during the five (5) preceding Business Days; or

(iii) make transfers or exchanges of any Debentures which will have been selected or called for redemption unless upon due presentation thereof for redemption such Debentures shall not be redeemed.

(b) Subject to any restriction herein provided, the Corporation with the approval of the Trustee may at any time close any register for any series of Debentures, other than those kept at the principal offices of the Trustee in Calgary, and transfer the registration of any Debentures registered thereon to another register (which may be an existing register) and thereafter such Debentures shall be deemed to be registered on such other register. Notice of such transfer shall be given to the holders of such Debentures.

3.8 Charges for Registration, Transfer and Exchange

For each Debenture exchanged, registered, transferred or discharged from registration, the Trustee or other registrar, except as otherwise herein provided, may make a reasonable charge for its services and in addition may charge a reasonable sum for each new Debenture issued (such amounts to be agreed upon from time to time by the Trustee and the Corporation), and payment of such charges and reimbursement of the Trustee or other registrar for any

stamp taxes or governmental or other charges required to be paid shall be made by the party requesting such exchange, registration, transfer or discharge from registration as a condition precedent thereto. Notwithstanding the foregoing provisions, no charge shall be made to a Debentureholder hereunder:

(a) for any exchange of any Debenture resulting from a partial redemption under Section 4.2; or

(b) for any exchange of any Debenture resulting from a partial conversion under Section 5.3.

3.9 Ownership of Debentures

(a) Unless otherwise required by law, the person in whose name any registered Debenture is registered shall for all purposes of this Indenture be and be deemed to be the absolute owner thereof and payment of or on account of the principal of and premium, if any, on such Debenture and interest thereon shall be made to such registered holder.

(b) Neither the Corporation nor the Trustee shall have any liability for:

(i) any aspect of the records relating to the beneficial ownership of the Debentures held by a Depository or of the payments relating thereto; or

(ii) maintaining, supervising or reviewing any such records relating to the Debentures.

The rules governing Depositories provide that they act as the agent and depository for Participants. As a result, such Participants must look solely to the Depository and Beneficial Owners must look solely to the Participants for the payment of principal and interest on the Debentures paid by or on behalf of the Corporation to the Depository.

(c) The registered holder for the time being of any registered Debenture shall be entitled to the principal, premium, if any, and/or interest evidenced by such instruments, respectively, free from all equities or rights of set-off or counterclaim between the Corporation and the original or any intermediate holder thereof and all persons may act accordingly and the receipt of any such registered holder for any such principal, premium or interest shall be a good discharge to the Trustee, any registrar and to the Corporation for the same and none shall be bound to inquire into the title of any such registered holder.

(d) Where Debentures are registered in more than one name, the principal, premium, if any, and interest from time to time payable in respect thereof may be paid to the order of all such holders, failing written instructions from them to the contrary, and the receipt of any one of such holders therefor shall be a valid discharge, to the Trustee, any registrar and to the Corporation.

(e) In the case of the death of one or more joint holders of any Debenture the principal, premium, if any, and interest from time to time payable thereon may be paid to the order of the survivor or survivors of such registered holders and the receipt of any such survivor or survivors therefor shall be a valid discharge to the Trustee and any registrar and to the Corporation.

3.10 Non-Certificated Inventory System

(a) Notwithstanding anything to the contrary set out herein, all Debentures issued or to be issued to the Depository may, in the case of previously issued Debentures, be surrendered to the Trustee for, or, in the case of newly issued Debentures, may be directly registered as, an electronic position on the register of Debentureholders to be maintained by the Trustee in accordance with Section 3.1. In such case, the Debentures will be represented in the book based (electronic) register maintained by the Trustee and/or electronically through the NCI System. All Debentures maintained in such electronic position will be legal, valid, binding and enforceable obligations of the Corporation, entitling the registered holders thereof to the same benefits as those registered holders who hold Debentures in physical form. This Indenture and the provisions contained herein will apply, *mutatis mutandis*, to such Debentures held in such electronic position.

(b) It is understood and agreed by the parties that, unless the Trustee is not in a position to perform electronic conversions, in every instance where Debentures held in an electronic position through the Depository are to be converted in whole or in part, such Debentures being converted shall not be certificated, and it shall be sufficient for the Trustee to convert such Debentures upon receiving either the attached Notice of Conversion executed by the Depository or an NCI Letter of Instruction in a form agreed upon by the Trustee and the Depository, or such other form as they may require from time to time.

ARTICLE 4
REDEMPTION OF DEBENTURES

4.1 Redemption of Debentures

Subject to Section 2.1(g), the Corporation may elect, at its option, to redeem all or part of the outstanding Debentures, upon not less than 10 days' prior written notice by the Corporation to the Trustee, at the Redemption Amount (x) at any time after September 2, 2025 and prior to the Maturity Date

The Redemption Notice shall be addressed to the Trustee and to the Debentureholders as set forth in Section 4.3 below.

4.2 Partial Redemption

If less than all the Debentures outstanding are at any time to be redeemed, the Debentures to be so redeemed shall be selected by the Trustee on a *pro rata* basis to the nearest multiple of $1,000 in accordance with the principal amount of the Debentures registered in the name of each holder or in such other manner as the Trustee deems equitable. No shall be redeemed unless the principal amount redeemed is $1,000 or a multiple thereof. In the event that one or more of such Debentures becomes subject to redemption, upon surrender of any such Debentures for payment of the Redemption Amount, the Corporation shall execute and the Trustee shall certify and deliver without charge to the holder thereof or upon the holder's order one or more new Debentures for the unredeemed part of the principal amount of the Debenture or Debentures so surrendered, or in the case of Uncertified Debentures of the principal amount thereof so redeemed. Unless the context otherwise requires, the terms "Debenture" or "Debentures" as used in this Article 4 shall be deemed to mean or include any part of the principal amount of any Debenture which in accordance with the foregoing provisions has become subject to redemption.

4.3 Notice of Redemption

Notice of redemption in substantially the form of Schedule "C" hereto (the "**Redemption Notice**") of any series of Debentures shall be given to the holders of the Debentures so to be redeemed not less than 10 days' prior to the date fixed for redemption (the "**Redemption Date**") in the manner provided in Section 12.2, such notice shall specify the aggregate principal amount of Debentures called for redemption, the Redemption Date, the Redemption Amount and the places of payment and shall state that interest upon the principal amount of Debentures called for redemption shall cease to be payable from and after the Redemption Date. In addition, unless all the outstanding Debentures are to be redeemed, the Redemption Notice shall specify:

(a) the distinguishing letters and numbers of the registered Debentures which are to be redeemed (or of such thereof as are registered in the name of such Debentureholder);

(b) in the case of a published notice, the distinguishing letters and numbers of the Debentures which are to be redeemed or, if such Debentures are selected by terminal digit or other similar system, such particulars as may be sufficient to identify the Debentures so selected; and

(c) in all cases, the principal amounts of such Debentures or, if any such Debenture is to be redeemed in part only, the principal amount of such part.

In the event that all Debentures to be redeemed are Certificated Debentures, publication shall not be required.

4.4 Debentures Due on Redemption Dates

Notice having been given as aforesaid, all the Debentures so called for redemption shall thereupon be and become due and payable at the Redemption Amount, on the Redemption Date specified in such notice, in the same manner and with the same effect as if it were the date of maturity specified in such Debentures, anything therein or herein to the contrary notwithstanding, and from and after such Redemption Date, if the monies necessary to redeem such Debentures shall have been deposited as provided in Section 4.5 and affidavits or other proof satisfactory to the Trustee as to the publication and/or mailing of such notices shall have been lodged with it, interest upon the Debentures shall cease. If any question shall arise as to whether any notice has been given as above provided and such deposit made, such question shall be decided by the Trustee whose decision shall be final and binding upon all parties in interest.

4.5 Deposit of Redemption Monies

Redemption of Debentures shall be provided for by the Corporation depositing via wire transfer with the Trustee or any paying agent to the order of the Trustee, on or before 11:00 a.m. (Calgary time) on the Business Day immediately prior to the Redemption Date specified in such notice, such sums of money as may be sufficient to pay the Redemption Amount of the Debentures so called for redemption. The Corporation shall also deposit with the Trustee a sum of money sufficient to pay any reasonable charges or expenses which may be incurred by the Trustee in connection with such redemption. Every such deposit shall be irrevocable. From the sums so deposited the Trustee shall pay or cause to be paid to the holders of such Debentures so called for redemption, upon surrender of such Debentures, the Redemption Amount (less any tax required to be withheld therefrom) to which they are respectively entitled on redemption. The Trustee will remit, as directed by the Corporation, such taxes withheld as and when required to the applicable tax authorities.

4.6 Failure to Surrender Debentures Called for Redemption

In case the holder of any Debenture so called for redemption shall fail on or before the Redemption Date to so surrender such holder's Debenture, or shall not within such time accept payment of the redemption monies payable, or give such receipt therefor, if any, as the Trustee may require, such redemption monies may be set aside in trust, either in the deposit department of the Trustee or in a chartered bank, and such setting aside shall for all purposes be deemed a payment to the Debentureholder of the sum so set aside and, to that extent, the Debenture shall thereafter not be considered as outstanding hereunder and the Debentureholder shall have no other right except to receive payment out of the monies so paid and deposited, upon surrender and delivery of such holder's Debenture, of the Redemption Amount of such Debenture. Subject to applicable legislation, in the event that any money required to be deposited hereunder with the Trustee or any depository or paying agent on account of the Redemption Amount of the Debentures issued hereunder shall remain so deposited for a period of six (6) years from the Redemption Date, then such monies, together with any accumulated interest thereon or any distribution paid thereon, shall at the end of such period be paid over or delivered over by the Trustee or such depository or paying agent to the Corporation on its demand and, upon receipt thereof, the Trustee shall not be responsible to Debentureholders for any amounts owing to them and subject to applicable law, thereafter the holder of a Debenture in respect of which such money was so repaid to the Corporation shall have no rights in respect thereof except to obtain payment of the money due from the Corporation, subject to any limitation period provided by the laws of Alberta.

4.7 Cancellation of Debentures Redeemed

Subject to the provisions of Section 4.2 as to Debentures redeemed in part, all Debentures redeemed and paid under this Article 4 shall forthwith be delivered to the Trustee and cancelled and no Debentures shall be issued in substitution therefor.

ARTICLE 5
CONVERSION OF DEBENTURES

5.1 Conversion of Debentures

Subject to regulatory approval and Section 2.1(h), the holder of a Debenture may elect to convert all or part of the outstanding principal amount of their Debentures, at the Conversion Price (x) at any time after August 3, 2025 and prior to the Time of Expiry.

Such right of conversion shall extend only to the maximum number of whole Common Shares into which the aggregate principal amount of the Debenture or Debentures surrendered for conversion at any one time by the holder thereof may be converted. Fractional interests in Common Shares shall be adjusted for in the manner provided in Section 5.5.

5.2 Revival of Right to Convert

If the redemption of any Debenture called for redemption by the Corporation is not made then, provided the Time of Expiry has not passed, the right to convert such Debentures shall revive and continue as if such Debenture had not been called for redemption.

5.3 Manner of Exercise of Right to Convert

(a) The holder of a Debenture desiring to convert such Debenture in whole or in part into Common Shares shall surrender such Debenture to the Trustee at its principal office in Calgary, Alberta together with a duly completed Notice of Conversion in the form attached hereto as Schedule "C" or any other written notice in a form satisfactory to the Trustee, in either case duly executed by the holder or his executors or administrators or other legal representatives or his or their attorney duly appointed by an instrument in writing in form and executed in a manner satisfactory to the Trustee, exercising their right to convert such Debenture in accordance with the provisions of this Article; provided that with respect to am Uncertificated Debenture, the obligation to surrender a Debenture to the Trustee shall be satisfied if the Trustee makes notation in its records of the principal amount thereof so converted and the Trustee is provided with all documentation it may reasonably request. Where the Depository is the only holder of the Debentures, the Trustee shall accept delivery of and act upon a NCI Letter of Instruction received by it from the Depository in place of, or accompanied by, a Notice of Conversion duly completed and executed by the holder, containing all pertinent conversion information satisfactory to the Trustee, acting reasonably, and accompanied by a panel for Debenture principal mark-down by the Trustee or such other documentation submitted by the Depository which the Trustee may deem satisfactory to effect the conversion being requested. Thereupon such Debentureholder or, subject to payment of all applicable stamp or security transfer taxes or other governmental charges and compliance with all reasonable requirements of the Trustee, their nominee(s) or assignee(s) shall be entitled to be entered in the books of the Corporation as at the Date of Conversion (or such later date as is specified in this Section 5.3 as the holder of the number of Common Shares into which such Debenture is convertible in accordance with the provisions of this Article and, as soon as practicable thereafter, the Corporation shall deliver to such Debentureholder or, subject as aforesaid, his nominee(s) or assignee(s), a certificate or certificates for such Common Shares or deposit such Common Shares through the Depository's non-certificated system and make or cause to be made any payment of interest, less withholding tax, to which such holder is entitled in accordance with 5.3(e) hereof.

(b) For the purposes of this Article, a Debenture shall be deemed to be surrendered for conversion on the date (the "**Date of Conversion**") on which it is so surrendered when the register of the Trustee is open and in accordance with the provisions of this Article or, in the case of an Uncertificated Debenture, on the date which the Debenture Trustee received notice of and all necessary documentation in respect of the exercise of the conversion rights and, in the case of a Debenture so surrendered by post or other means of transmission, on the date on which it is received by the Trustee at the office specified in 5.3(a) provided that if a Debenture is surrendered for conversion on a day on which the register of Common Shares is closed or on a day which immediately precedes a day on which the register of Common Shares is closed, the Person or Persons entitled to receive Common Shares shall become the holder or holders of record of such Common Shares as at the date on which such register is next reopened.

(c) Any part, being $1,000 or an integral multiple thereof, of a Debenture may be converted as provided in this Article and all references in this Indenture to conversion of Debentures shall be deemed to include conversion of such part.

(d) Upon a holder of any Debenture exercising the right of conversion in respect of only a part of the Debenture and surrendering such Debenture to the Trustee, in accordance with 5.3(a) the Trustee shall cancel the same and shall without charge forthwith certify and deliver to the holder a new Debenture or Debentures in an aggregate principal amount equal to the unconverted part of the principal amount of the Debenture so surrendered or, make a notation in its records (in the case of am Uncertificated Debenture) of the principal amount thereof so converted.

(e) The holder of a Debenture surrendered for conversion in accordance with this Section 5.3 shall be entitled to receive accrued and unpaid interest in cash (less any tax required to be withheld therefrom) in respect thereof from and including the last Interest Payment Due up to but excluding the Date of Conversion of such Debentures; provided that such amounts may at the discretion of the Corporation be paid in Common Shares as provided for in Sections 2.6(c) and 2.9.

(f) The Common Shares issued upon such conversion shall rank only in respect of distributions or dividends declared in favour of shareholders of record on and after the Business Day immediately after the Date of Conversion or such later date as such holder shall become the holder of record of such Common Shares pursuant to Section 5.3 from which applicable date they will for all purposes be and be deemed to be issued and outstanding as fully paid and non-assessable Common Shares.

5.4 Adjustments

The Conversion Price in effect at any date shall be subject to adjustment from time to time as set forth below.

(a) If and whenever at any time prior to the Time of Expiry the Corporation shall:

(i) subdivide or redivide the outstanding Common Shares into a greater number of shares;

(ii) reduce, combine or consolidate the outstanding Common Shares into a smaller number of shares; or

(iii) issue Common Shares or securities convertible into Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a dividend or distribution (other than the issue of Common Shares to holders of Common Shares who have elected to receive dividends or distributions in the form of Common Shares in lieu of cash dividends or distributions paid in the ordinary course on the Common Shares),

the Conversion Price in effect on the effective date of such subdivision, redivision, reduction, combination or consolidation or on the record date for such issue of Common Shares by way of a dividend or distribution, as the case may be, shall in the case of any of the events referred to in (i) and (iii) above be decreased in proportion to the number of outstanding Common Shares resulting from such subdivision, redivision, dividend or distribution, or shall, in the case of any of the events referred to in (ii) above, be increased in proportion to the number of outstanding Common Shares resulting from such reduction, combination or consolidation.

Such adjustment shall be made successively whenever any event referred to in this Section 5.4(a) shall occur. Any such issue of Common Shares by way of a dividend or distribution shall be deemed to have been made on the record date for the dividend or distribution for the purpose of calculating the number of outstanding Common Shares under subsections (b) and (c) of this Section 5.4. After any adjustment, the number of Common Shares to be issued upon conversion shall also be proportionately adjusted upwards or downwards, as applicable.

(b) If and whenever at any time prior to the Time of Expiry the Corporation shall fix a record date for the issuance of options, rights or warrants to all or substantially all the holders of its outstanding Common

Shares (other than for the issue of Common Shares to holders of Common Shares who have elected to receive dividends or distributions in the form of Common Shares in lieu of cash dividends or distributions paid in the ordinary course on the Common Shares) entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares (or securities convertible into Common Shares) (other than pursuant to a distribution reinvestment plan of the Corporation), the Conversion Price shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number of Common Shares equal to the quotient obtained by dividing the aggregate price of the total number of additional Common Shares offered for subscription or purchase (or the aggregate conversion or exchange price of the convertible securities so offered) by such Current Market Price per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares offered for subscription or purchase (or into which the convertible securities so offered are convertible). Such adjustment shall be made successively whenever such a record date is fixed. To the extent that any such options, rights or warrants are not so issued or any such options, rights or warrants are not exercised prior to the expiration thereof, the Conversion Price shall be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or to the Conversion Price which would then be in effect if only the number of Common Shares (or securities convertible into Common Shares) actually issued upon the exercise of such options, rights or warrants were included in such fraction, as the case may be.

(c) If and whenever at any time prior to the Time of Expiry the Corporation shall fix a record date for the making of a distribution to all or substantially all the holders of its outstanding Common Shares of: (i) shares of any class other than Common Shares and other than shares distributed to holders of Common Shares who have elected to receive dividends or distributions in the form of such shares in lieu of dividends or distributions paid in the ordinary course; (ii) rights, options or warrants (excluding rights, options or warrants for which any adjustment was made pursuant to Section 5.4(b) and rights, options or warrants entitling the holders thereof for a period of not more than 45 days to subscribe for or purchase Common Shares or securities convertible into Common Shares); (iii) evidences of its indebtedness; or (iv) assets (excluding dividends or distributions paid in the ordinary course) then, in each such case, the Conversion Price shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price per Common Share on such record date, less the fair market value (as determined by the Directors, with the approval of the Trustee, which determination shall be conclusive) of such shares or rights, options or warrants or evidences of indebtedness or assets so distributed, and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by such Current Market Price per Common Share. Such adjustment shall be made successively whenever such a record date is fixed. To the extent that such distribution is not so made, the Conversion Price shall be re-adjusted to the Conversion Price which would then be in effect if such record date had not been fixed or to the Conversion Price which would then be in effect based upon such shares or rights, options or warrants or evidences of indebtedness or assets actually distributed, as the case may be.

(d) If and whenever at any time prior to the Time of Expiry, there is a reclassification of the Common Shares or a capital reorganization or change of the Common Shares other than as described in Section 5.4(a) or a consolidation, amalgamation, arrangement or merger of the Corporation with or into any other person or other entity; or a sale, transfer or other disposition of the property and assets of the Corporation as an entirety or substantially as an entirety to any other person or other entity or a liquidation, dissolution or winding-up of the Corporation, any holder of a Debenture who has not exercised its right of conversion prior to the effective date of such reclassification, capital reorganization, change, consolidation, amalgamation, arrangement or merger, sale, transfer, disposition or liquidation, dissolution or winding-up, upon the exercise of such right thereafter, shall be entitled to receive and shall accept, in lieu of the number of Common Shares then sought to be acquired by it, the number of shares or other securities or property of the Corporation or of the person or other entity resulting from such reclassification, capital reorganization, change, consolidation, amalgamation, arrangement or merger, or to which such sale, transfer, disposition may be made or which holders of Common Shares receive pursuant to such liquidation, dissolution or winding-up, as the case may be, that such holder of a Debenture would have been entitled to receive on such reclassification, capital reorganization, change, consolidation, amalgamation, arrangement or merger,

sale, transfer, dispositions or liquidation, dissolution or winding-up, if, on the record date or the effective date thereof, as the case may be, the holder had been the registered holder of the number of Common Shares sought to be acquired by it and to which it was entitled to acquire upon the exercise of the conversion right. If determined appropriate by the Directors to give effect to or to evidence the provisions of this Section 5.4(d), the Corporation, its successor, or such purchasing person or other entity, as the case may be, shall, prior to or contemporaneously with any such reclassification, capital reorganization, change, consolidation, amalgamation, arrangement, merger, sale, transfer, dispositions or liquidation, dissolution or winding-up or other similar transaction, enter into an indenture which shall provide, to the extent possible, for the application of the provisions set forth in this Indenture with respect to the rights and interests thereafter of the holder of Debentures to the end that the provisions set forth in this Indenture shall thereafter correspondingly be made applicable, as nearly as may reasonably be, with respect to any shares or other securities or property to which a holder of Debentures is entitled on the exercise of its conversion rights thereafter. Any indenture entered into between the Corporation and the Trustee pursuant to the provisions of this Section 5.4(d) shall be a supplemental indenture entered into pursuant to the provisions of Article 14. Any indenture entered into between the Corporation, any successor to the Corporation or such purchasing person or other entity and the Trustee shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this Section 5.4(d) and which shall apply to successive reclassifications, capital reorganizations, changes, consolidations, amalgamations, mergers, sales, transfers, dispositions and to any successive liquidation, dissolution or winding up or other similar transaction.

(e) If and whenever at any time prior to the Time of Expiry the (i) Corporation shall, outside of the ordinary course, fix a record date for the payment of a cash dividend or distribution to the holders of all or substantially all of the outstanding Common Shares (other than a dividend or distribution paid in the ordinary course) in respect of any Applicable Period; or (ii) if the Corporation distributes securities to all holders of its Common Shares consisting of capital stock of, or similar equity interests in, a Subsidiary or other business of the Corporation (unless the Corporation makes an equivalent distribution to the holders of Debentures), the Conversion Price shall be adjusted immediately after such record date so that it shall be equal to the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the denominator shall be the Current Market Price per Common Share on such record date and of which the numerator shall be the Current Market Price per Common Share on such record date minus the amount in cash per Share distributed to holders of Common Shares or the fair market value of the equity interests distributed to holders of Common Shares, as applicable. Such adjustment shall be made successively whenever such a record date is fixed. To the extent that any such cash dividend or distribution is not paid, the Conversion Price shall be re-adjusted to the Conversion Price which would then be in effect if such record date had not been fixed. For the avoidance of doubt, if and to the extent any adjustment pursuant to Sections 5.4(a), 5.4(b) and 5.4(c) is made, no adjustment to the Conversion Price pursuant to this Section 5.4(e) shall also be made. In this subsection (e) the term "dividends" or "distributions" shall include the value of any securities or other property or assets distributed in lieu of cash dividends or distributions paid in the ordinary course at the option of holders of Common Shares.

(f) If any issuer bid (other than a normal course issuer bid made through the facilities of the exchange the Common Shares are listed and posted for trading on, if applicable) made by the Corporation or any of its Subsidiaries for all or any portion of the Common Shares shall expire, then, if the issuer bid shall require the payment to holders of Common Shares who accept such bid of consideration per Common Share having a fair market value (determined as provided below) that exceeds the Current Market Price per Common Share on the last date (the "**Expiration Date**") tenders could have been made pursuant to such issuer bid (as it may be amended) (the last time at which such tenders could have been made on the Expiration Date is hereinafter sometimes called the "**Expiration Time**"), the Conversion Price in respect of the Debentures shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately preceding the close of business on the Expiration Date by a fraction of which (i) the numerator of which shall be the product of the number of Common Shares outstanding (including Purchased Common Shares (as defined below) but excluding any Common Shares held in the treasury of the Corporation) at the Expiration Time multiplied by the Current Market Price per Common Share on the Expiration Date; and (ii) the denominator shall be the sum of (A) the fair market value of the aggregate consideration (the fair market value being as determined by the directors of the Corporation, if applicable, which determination shall be conclusive) payable to holders of Common Shares based on the acceptance (up to any maximum specified in the terms of the issuer bid) of all Common Shares validly

tendered to the issuer bid and not withdrawn as of the Expiration Time (the Common Shares deemed so accepted, up to any such maximum, being referred to as the "**Purchased Common Shares**"), and (B) the product of the number of Common Shares outstanding (less any Purchased Common Shares and excluding any Common Shares held in the treasury of the Corporation) at the Expiration Time and the Current Market Price per Common Share on the Expiration Date, such adjustment to be effective immediately preceding the opening of business on the day following the Expiration Date. In the event that the Corporation is obligated to purchase Common Shares pursuant to any such issuer bid, but the Corporation is permanently prevented by applicable law from effecting any or all such purchases or any or all such purchases are rescinded, the Conversion Price shall again be adjusted to be the Conversion Price which would have been in effect based upon the number of Common Shares actually purchased, if any. If the application of this Section 5.4(f) to any issuer bid would result in an increase in the Conversion Price, no adjustment shall be made for such issuer bid pursuant hereto.

For purposes of this Section 5.4(f), the term "issuer bid" shall mean an issuer bid (other than an issuer bid which is exempt from the requirements of Part 2 of NI 62-104) under Applicable Securities Legislation or a take-over bid (other than a take-over bid which is exempt from the requirements of Part 2 of NI 62-104) under Applicable Securities Legislation by a Subsidiary of the Corporation for the Common Shares and all references to "purchases" of Common Shares in issuer bids (and all similar references) shall mean and include the purchase of Common Shares in issuer bids and all references to "tendered Common Shares" (and all similar references) shall mean and include Common Shares tendered in issuer bids.

(g) In any case in which this Section 5.4 shall require that an adjustment shall become effective immediately after a record date for an event referred to herein, the Corporation may defer, until the occurrence of such event, issuing to the holder of any Debenture converted after such record date and before the occurrence of such event the additional Common Shares issuable upon such conversion, as applicable, by reason of the adjustment required by such event before giving effect to such adjustment; provided, however, that the Corporation shall, as applicable, deliver to such holder an appropriate instrument evidencing such holder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares declared in favour of holders of record of Common Shares on and after the Date of Conversion or such later date as such holder would, but for the provisions of this Section 5.4(g), have become the holder of record of such additional Common Shares pursuant to Section 5.3.

(h) The adjustments provided for in this Section 5.4 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this Section, provided that, notwithstanding any other provision of this Section, no adjustment of the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least 1% in the Conversion Price then in effect; provided however, that any adjustments which by reason of this Section 5.4(h) are not required to be made shall be carried forward and taken into account in any subsequent adjustment.

(i) For the purpose of calculating the number of Common Shares outstanding, Common Shares owned by or for the benefit of the Corporation shall not be counted.

(j) In the event of any question arising with respect to the adjustments provided in this Section 5.4, such question shall be conclusively determined by a firm of nationally recognized chartered professional accountants appointed by the Corporation and acceptable to the Trustee (who may be the Auditors of the Corporation); such accountants shall have access to all necessary records of the Corporation and such determination shall be binding upon the Corporation, the Trustee, and the Debentureholders.

(k) In case the Corporation shall take any action affecting the Common Shares other than action described in this Section 5.4, which in the opinion of the Directors, would materially affect the rights of Debentureholders, the Conversion Price shall be adjusted in such manner and at such time, by action of the Directors (subject to the prior written consent of the such exchange on which the Debentures are then listed), as the Directors in their sole discretion may determine to be equitable in the circumstances. Failure of the Directors to make such an adjustment shall be conclusive evidence that they have determined that it is equitable to make no adjustment in the circumstances.

(l) No adjustment in the Conversion Price shall be made in respect of any event described in Sections 5.4(a), 5.4(b) or 5.4(c) other than the events described in Sections 5.4(a)(i) or 5.4(a)(ii) if the holders of the Debentures are entitled to participate in such event on the same terms mutatis mutandis as if they had converted their Debentures prior to the effective date or record date, as the case may be, of such event.

(m) Except as stated above in this Section 5.4, no adjustment will be made in the Conversion Price for any Debentures as a result of the issuance of Common Shares at less than the Current Market Price for such Common Shares on the date of issuance or the then applicable Conversion Price.

5.5 No Requirement to Issue Fractional Common Shares

The Corporation shall not be required to issue fractional Common Shares upon the conversion of Debentures. If more than one Debenture shall be surrendered for conversion at one time by the same holder, the number of whole Common Shares issuable upon conversion thereof shall be computed on the basis of the aggregate principal amount of such Debentures to be converted. If any fractional interest in a Common Share would, except for the provisions of this Section, be deliverable upon the conversion of any principal amount of Debentures, the number of Common Shares delivered shall be rounded down to the nearest whole number. The Corporation shall not be required to make any payment to the holder of such Debenture for such fractional interest.

5.6 Corporation to Reserve Common Shares

The Corporation covenants with the Trustee that it will at all times reserve and keep available out of its authorized Common Shares, solely for the purpose of issue upon conversion of Debentures as in this Article provided, and conditionally allot to Debentureholders who may exercise their conversion rights hereunder, such number of Common Shares as shall then be issuable upon the conversion of all outstanding Debentures. The Corporation covenants with the Trustee that all Common Shares which shall be so issuable shall be, when issued, duly and validly issued as fully paid and non-assessable.

5.7 Cancellation of Converted Debentures

Subject to the provisions of Section 5.3 as to Debentures converted in part, all Debentures converted in whole or in part under the provisions of this Article shall be forthwith delivered to and cancelled by the Trustee and no Debenture shall be issued in substitution for those converted.

5.8 Certificate as to Adjustment

The Corporation shall from time to time immediately after the occurrence of any event which requires an adjustment or readjustment as provided in Section 5.4, deliver an Officers' Certificate to the Trustee specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based, which certificate and the amount of the adjustment specified therein shall be verified by an opinion of a firm of nationally recognized chartered professional accountants appointed by the Corporation and acceptable to the Trustee (who may be the Auditors of the Corporation) and shall be conclusive and binding on all parties in interest. When so approved, the Corporation shall forthwith give notice to the Debentureholders in the manner provided in Section 12.2 specifying the event requiring such adjustment or readjustment and the results thereof, including the resulting Conversion Price.

5.9 Notice of Special Matters

The Corporation covenants with the Trustee that so long as any Debenture remains outstanding, it will give notice to the Trustee, and to the Debentureholders in the manner provided in Section 12.2, of its intention to fix a record date for any event referred to in Section 5.4(a), 5.4(b), 5.4(c) or 5.4(e) which may give rise to an adjustment in the Conversion Price, and, in each case, such notice shall specify the particulars of such event and the record date and the effective date for such event; provided that the Corporation shall only be required to specify in such notice such particulars of such event as shall have been fixed and determined on the date on which such notice is given. Such notice shall be given not less than 14 days in each case prior to such applicable record date.

In addition, the Corporation covenants with the Trustee that so long as any Debenture remains outstanding, it will give notice to the Trustee, and to the Debentureholders in the manner provided in Section 12.2, at least 30 days prior to the (i) effective date of any transaction referred to in Section 5.4(d) stating the consideration into which the Debentures will be convertible after the effective date of such transaction, and (ii) the Expiration Date of any transaction referred to in Section 5.4(f) stating the consideration paid per Common Share in such transaction.

5.10 Protection of Trustee

Subject to Section 13.3, the Trustee:

(a) shall not at any time be under any duty or responsibility to any Debentureholder to determine whether any facts exist which may require any adjustment in the Conversion Price, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed in making the same;

(b) shall not be accountable with respect to the validity or value (or the kind or amount) of any Common Shares or of any shares or other securities or property which may at any time be issued or delivered upon the conversion of any Debenture, as applicable; and

(c) shall not be responsible for any failure of the Corporation to make any cash payment or to issue, transfer or deliver Common Shares or share certificates upon the surrender of any Debenture for the purpose of conversion, as applicable, or to comply with any of the covenants contained in this Article.

ARTICLE 6
SUBORDINATION OF DEBENTURES

6.1 Applicability of Article

The indebtedness, liabilities and obligations of the Corporation hereunder (except as provided in Section 13.16) or under the Debentures, whether on account of principal, premium, if any, interest or otherwise, but excluding the issuance of Common Shares upon any conversion (collectively, the "**Debenture Liabilities**"), shall be subordinated and postponed and subject in right of payment, to the extent and in the manner hereinafter set forth in the following Sections of this Article 6, to the full and final payment of all Senior Indebtedness, and each holder of any such Debenture by their acceptance thereof agrees to and shall be bound by the provisions of this Article 6.

6.2 Order of Payment

In the event of any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization or other similar proceedings relative to the Corporation, or to its property or assets, or in the event of any proceedings for voluntary liquidation, dissolution or voluntary winding-up of the Corporation, whether or not involving insolvency or bankruptcy, or any marshalling of the assets and liabilities of the Corporation:

(a) all Senior Indebtedness shall first be paid in full, or provision made for such payment, before any payment is made on account of Debenture Liabilities;

(b) any payment or distribution of assets of the Corporation, whether in cash, property or securities, to which the holders of the Debentures or the Trustee on behalf of such holders would be entitled except for the provisions of this Article 6, shall be paid or delivered by the trustee in bankruptcy, receiver, assignee for the benefit of creditors, or other liquidating agent making such payment or distribution, directly to the holders of Senior Indebtedness or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any of such Senior Indebtedness may have been issued, to the extent necessary to pay all Senior Indebtedness in full after giving effect to any concurrent payment or distribution, or provision therefor, to the holders of such Senior Indebtedness;

(c) the Senior Creditors or a receiver or a receiver-manager of the Corporation or of all or part of its assets or any other enforcement agent may sell, mortgage or otherwise dispose of the Corporation's assets in whole or in part, free and clear of all Debenture Liabilities and without the

approval of the Debentureholders or the Trustee or any requirement to account to the Trustee or the Debentureholders; and

(d) the rights and priority of the Senior Indebtedness and the subordination pursuant hereto shall not be affected by:

(i) whether or not the Senior Indebtedness is secured;

(ii) the time, sequence or order of creating, granting, executing, delivering of, or registering, perfecting or failing to register or perfect any security notice, caveat, financing statement or other notice in respect of the Senior Security;

(iii) the time or order of the attachment, perfection or crystallization of any security constituted by the Senior Security;

(iv) the taking of any collection, enforcement or realization proceedings pursuant to the Senior Security;

(v) the date of obtaining of any judgment or order of any bankruptcy court or any court administering bankruptcy, insolvency or similar proceedings as to the entitlement of the Senior Creditors, or any of them or the Debentureholders or any of them to any money or property of the Corporation;

(vi) the failure to exercise any power or remedy reserved to the Senior Creditors under the Senior Security or to insist upon a strict compliance with any terms thereof;

(vii) whether any Senior Security is now perfected, hereafter ceases to be perfected, is avoidable by any trustee in bankruptcy or like official or is otherwise set aside, invalidated or lapses;

(viii) the date of giving or failing to give notice to or making demand upon the Corporation; or

(ix) any other matter whatsoever.

6.3 Subrogation to Rights of Holders of Senior Indebtedness

Subject to the prior payment in full of all Senior Indebtedness, the holders of the Debentures shall be subrogated to the rights of the holders of Senior Indebtedness to receive payments or distributions of assets of the Corporation to the extent of the application thereto of such payments or other assets which would have been received by the holders of the Debentures but for the provisions hereof until the principal of, premium, if any, and interest on the Debentures shall be paid in full, and no such payments or distributions to the holders of the Debentures of cash, property or securities, which otherwise would be payable or distributable to the holders of the Senior Indebtedness, shall, as between the Corporation, its creditors other than the holders of Senior Indebtedness, and the holders of Debentures, be deemed to be a payment by the Corporation to the holders of the Senior Indebtedness or on account of the Senior Indebtedness, it being understood that the provisions of this Article 6 are and are intended solely for the purpose of defining the relative rights of the holders of the Debentures, on the one hand, and the holders of Senior Indebtedness, on the other hand.

The Trustee, for itself and on behalf of each of the Debentureholders, hereby waives any and all rights to require a Senior Creditor to pursue or exhaust any rights or remedies with respect to the Corporation or any property and assets subject to any Senior Security or in any other manner to require the orderly disposition of property, assets or security in connection with the exercise by the Senior Creditors of any rights, remedies or recourses available to them.

6.4 Obligation to Pay Not Impaired

Nothing contained in this Article 6 or elsewhere in this Indenture or in the Debentures is intended to or shall impair, as between the Corporation, its creditors other than the holders of Senior Indebtedness, and the holders of the Debentures, the obligation of the Corporation, which is absolute and unconditional, to pay to the holders of the Debentures the principal of, premium, if any, and interest on the Debentures, as and when the same shall become due and payable in accordance with their terms, or affect the relative rights of the holders of the Debentures and creditors of the Corporation other than the holders of the Senior Indebtedness, nor shall anything herein or therein prevent the Trustee or the holder of any Debenture from exercising all remedies otherwise permitted by applicable law upon default under this Indenture, subject to the rights, if any, under this Article 6 of the holders of Senior Indebtedness.

6.5 No Payment if Senior Indebtedness in Default

Upon the maturity of any Senior Indebtedness by lapse of time, acceleration or otherwise, or any other enforcement of any Senior Indebtedness, then, except as provided in Section 6.6, all such Senior Indebtedness shall first be paid in full, or shall first have been duly provided for, before any payment is made on account of the Debenture Liabilities.

In case of a circumstance constituting a default or event of default with respect to any Senior Indebtedness permitting (whether at that time or upon notice, lapse of time, or satisfaction of any other condition precedent) a Senior Creditor to demand payment or accelerate the maturity thereof where the notice of such default or event of default has been given by or on behalf of the holders of Senior Indebtedness to the Corporation or the Corporation otherwise has knowledge thereof, unless and until such default or event of default shall have been cured or waived or shall have ceased to exist, no payment shall be made by the Corporation (except as provided in Section 6.6) with respect to the Debenture Liabilities and neither the Trustee nor the holders of Debentures shall be entitled to demand, institute proceedings for the collection of (which shall, for certainty include proceedings related to an adjudication or declaration as to the insolvency or bankruptcy of the Corporation and other similar creditor proceedings), or receive any payment or benefit (including without limitation by set-off, combination of accounts or otherwise in any manner whatsoever) on account of the Debentures after the happening of such a default or event of default (except as provided in Section 6.6), and unless and until such default or event of default shall have been cured or waived or shall have ceased to exist, such payments shall be held in trust for the benefit of, and, if and when such Senior Indebtedness shall have become due and payable, shall be paid over to, the holders of the Senior Indebtedness or their representative or representatives or to the trustee or trustees under any indenture under which any instruments evidencing an amount of the Senior Indebtedness remaining unpaid until all such Senior Indebtedness shall have been paid in full, after giving effect to any concurrent payment or distribution to the holders of such Senior Indebtedness.

The fact that any payment hereunder is prohibited by this Section 6.5 shall not prevent the failure to make such payment from being an Event of Default hereunder.

6.6 Payment on Debentures Permitted

Nothing contained in this Article 6 or elsewhere in this Indenture, or in any of the Debentures, shall affect the obligation of the Corporation to make, or prevent the Corporation from making, at any time except as prohibited by Sections 6.2 or 6.5, any payment of principal of or, premium, if any, or interest on the Debentures. The fact that any such payment is prohibited by Sections 6.2 or 6.5 shall not prevent the failure to make such payment from being an Event of Default hereunder. Nothing contained in this Article 6 or elsewhere in this Indenture, or in any of the Debentures, shall prevent the conversion of the Debentures or, except as prohibited by Sections 6.2 or 6.5, the application by the Trustee of any monies deposited with the Trustee hereunder for the purpose, to the payment of or on account of the Debenture Liabilities.

6.7 Confirmation of Subordination

Each holder of Debentures by their acceptance thereof authorizes and directs the Trustee on their behalf to take such action as may be necessary or appropriate to effect the subordination as provided in this Article 6 and appoints the Trustee his attorney-in-fact for any and all such purposes. Upon request of the Corporation, and upon being

furnished an Officers' Certificate stating that one or more named Persons are Senior Creditors and specifying the amount and nature of the Senior Indebtedness of such Senior Creditor, the Trustee shall enter into a written agreement or agreements with the Corporation and the Person or Persons named in such Officers' Certificate providing that such Person or Persons are entitled to all the rights and benefits of this Article 6 as a Senior Creditor and for such other matters, such as an agreement not to amend the provisions of this Article 6 and the definitions herein without the consent of such Senior Creditor, as the Senior Creditor may reasonably request. Such agreement shall be conclusive evidence that the indebtedness specified therein is Senior Indebtedness, however, nothing herein shall impair the rights of any Senior Creditor who has not entered into such an agreement.

6.8 Knowledge of Trustee

Notwithstanding the provisions of this Article 6 or any provision in this Indenture or in the Debentures, the Trustee will not be charged with knowledge of any Senior Indebtedness or of any default in the payment thereof, or of the existence of any Event of Default or any other fact that would prohibit the making of any payment of monies to or by the Trustee, or the taking of any other action by the Trustee, unless and until the Trustee has received written notice thereof from the Corporation, any Debentureholder or any Senior Creditor. The Debenture Trustee shall notify holders of Debentures as soon as reasonably practical of such notice.

6.9 Trustee May Hold Senior Indebtedness

The Trustee is entitled to all the rights set forth in this Article 6 with respect to any Senior Indebtedness at the time held by it, to the same extent as any other holder of Senior Indebtedness, and nothing in this Indenture deprives the Trustee of any of its rights as such holder.

6.10 Rights of Holders of Senior Indebtedness Not Impaired

No right of any present or future holder of any Senior Indebtedness to enforce the subordination herein will at any time or in any way be prejudiced or impaired by any act or failure to act on the part of the Corporation or by any non-compliance by the Corporation with the terms, provisions and covenants of this Indenture, regardless of any knowledge thereof which any such holder may have or be otherwise charged with.

6.11 Altering the Senior Indebtedness

The holders of the Senior Indebtedness have the right to extend, renew, modify or amend the terms of the Senior Indebtedness or any security therefor and to release, sell or exchange such security and otherwise to deal freely with the Corporation, all without notice to or consent of the Debentureholders or the Trustee and without affecting the liabilities and obligations of the parties to this Indenture or the Debentureholders.

6.12 Right of Debentureholder to Convert Not Impaired

The subordination of the Debentures to the Senior Indebtedness and the provisions of this Article 6 do not impair in any way the right of a Debentureholder to convert its Debentures pursuant to Article 5.

6.13 Invalidated Payments

In the event that any of the Senior Indebtedness shall be paid in full and subsequently, for whatever reason, such formerly paid or satisfied Senior Indebtedness becomes unpaid or unsatisfied, the terms and conditions of this Article 6 shall be reinstated and the provisions of this Article 6 shall again be operative until all Senior Indebtedness is repaid in full, provided that such reinstatement shall not give the Senior Creditors any rights or recourses against the Trustee or the Debentureholders for amounts paid to the Debentureholders subsequent to such payment or satisfaction in full and prior to such reinstatement.

6.14 Obligations Created by Article 6

The Corporation and the Trustee, in its capacity as trustee hereunder and not in its corporate or personal capacity, agree, and each holder by its acceptance of a Debenture, whether directly or on the holder's behalf, likewise agrees, that: the provisions of this Article 6 are an inducement and consideration to each Senior Creditor to give or continue

credit to the Corporation, the Corporation's Subsidiaries or others or to acquire Senior Indebtedness; and each Senior Creditor may accept the benefit of this Article 6 on the terms and conditions set forth in this Article 6 by giving or continuing credit to the Corporation, the Corporation's Subsidiaries or others or by having outstanding or acquiring Senior Indebtedness, in each case without notice to the Trustee and without establishing actual reliance on this Article 6.

6.15 Contesting Security

The Trustee, for itself and on behalf of the Debentureholders, agrees that it shall not contest or bring into question the validity, perfection or enforceability of any of the Senior Indebtedness, the Senior Security, or the relative priority of the Senior Security.

ARTICLE 7
COVENANTS OF THE CORPORATION

The Corporation hereby covenants and agrees with the Trustee for the benefit of the Trustee and the Debentureholders, that so long as any Debentures remain outstanding:

7.1 To Pay Principal, Premium (if any) and Interest

The Corporation will duly and punctually pay or cause to be paid to every Debentureholder the principal of, premium (if any) and interest accrued on the Debentures of which it is the holder on the dates, at the places and in the manner mentioned herein and in the Debentures.

7.2 To Carry on Activities

Subject to the express provisions hereof, the Corporation will carry on and conduct its activities, and cause its subsidiaries to carry on and conduct their businesses, in a business-like manner and in accordance with good business practices, and, subject to the express provisions hereof.

7.3 To Pay Trustee's Remuneration

The Corporation will pay the Trustee reasonable remuneration for its services as Trustee hereunder and will repay to the Trustee on demand all monies which shall have been paid by the Trustee in connection with the execution of the trusts hereby created (including the reasonable compensation and disbursements of its Counsel and all other advisers and assistants not regularly in its employ), both before any default hereunder and thereafter, and such monies including the Trustee's remuneration, shall be payable out of any funds coming into the possession of the Trustee in priority to payment of any principal of the Debentures or interest thereon. Any amounts due under this Section 7.3 and unpaid thirty (30) days after written request for such payment shall bear interest from the expiration of such thirty (30) days at a rate per annum equal to the then rate charged by the Trustee to its corporate clients. Such remuneration shall continue to be payable until the trusts hereof be finally wound up and whether or not the trusts of this Indenture shall be in the course of administration by or under the direction of a court of competent jurisdiction. This Section 7.3 will survive the termination or discharge of this Indenture or the resignation of the Trustee.

7.4 To Give Notice of Default

The Corporation shall notify the Trustee immediately upon obtaining knowledge of any Event of Default hereunder.

7.5 Preservation of Existence, etc.

The Corporation will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and rights.

7.6 Performance of Covenants by Trustee

If the Corporation shall fail to perform any of its covenants contained in this Indenture, and has given written notice to the Trustee as required in Section 7.4, the Trustee shall notify the Debentureholders of such failure on the part of the Corporation and may itself perform any of the covenants capable of being performed by it, but shall be under no

obligation to do so. All sums so expended or advanced by the Trustee shall be repayable as provided in Section 7.3. No such performance, expenditure or advance by the Trustee shall be deemed to relieve the Corporation of any default hereunder.

7.7 No Dividends on Common Shares if Event of Default

The Corporation shall not declare or pay any dividend to the holders of its issued and outstanding Common Shares after the occurrence of an Event of Default unless and until such default shall have been cured or waived or shall have ceased to exist.

7.8 Cannabis Activities in Accordance with Applicable Law

For so long as Debentures remain outstanding, the Corporation and its subsidiaries shall not conduct: (a) the business of the production, sale or distribution of cannabis or products or materials based on or that include cannabis, including through acquisition of assets or direct or indirect investment; or (b) other commercial activities relating to the production, sale or distribution of cannabis or products or materials based on or that include cannabis, including through acquisition of assets or direct or indirect investment, other than in accordance with applicable law. Any failure to comply with this section will result in the right of the Trustee, at its sole discretion, to resign as trustee effective immediately, and the Corporation hereby acknowledges such right of the Trustee to immediately resign.

ARTICLE 8
DEFAULT

8.1 Events of Default

Each of the following events constitutes, and is herein sometimes referred to as, an "**Event of Default**":

(a) failure for 30 days to pay interest (whether by way of payment of cash or delivery of Common Shares) on the Debentures when due;

(b) failure to pay principal or premium, if any, when due on the Debentures whether at maturity, upon redemption, by declaration or otherwise;

(c) default in the delivery, when due, of all cash and any Common Shares or other consideration, payable on conversion with respect to the Debentures which default continues for 30 days;

(d) default in the observance or performance of any covenant or condition of this Indenture by the Corporation for a period of 30 days after notice in writing has been given to the Corporation by the Trustee or from holders of not less than 25% in aggregate principal amount of the Debentures specifying such default and requiring the Corporation to remedy such default or obtain a waiver for same;

(e) if any proceeding or filing is commenced against the Corporation seeking to have an order for relief entered against it as a debtor or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, dissolution, provisional liquidation, administration, moratorium, assignment, adjustment or composition of it or its debts under any insolvency legislation, including but not limited to the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors Arrangement Act* or any other bankruptcy, insolvency or analogous laws or seeking appointment of a receiver, trustee, custodian, administrator, receiver and manager, provisional liquidator, or other similar official for it or any of its property or assets; unless (i) the Corporation immediately challenges and thereafter is diligently defending such proceeding in good faith and on reasonable grounds as determined by the Trustee; and (ii) such proceeding does not in the reasonable opinion of the Trustee, relying upon the advice of Counsel, materially adversely affect the ability of the Corporation to carry on its business and to perform and satisfy all of its obligations and, in any event, such proceeding is not dismissed or stayed within sixty (60) days;

(f) if the Corporation institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it under the *Bankruptcy and Insolvency Act*

(Canada), *Companies Creditors Arrangement Act*, or any other bankruptcy, insolvency or analogous laws, or consents to the filing of any such petition or to the appointment of a receiver of, or of any substantial part of, the property of the Corporation or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(g) if a resolution is passed for the winding-up or liquidation of the Corporation except in the course of carrying out or pursuant to a transaction in respect of which the conditions of Section 10.1 are duly observed and performed; or

(h) if, after the date of this Indenture, any proceedings with respect to the Corporation are taken with respect to a compromise or arrangement, with respect to creditors of the Corporation generally, under the applicable legislation of any jurisdiction,

then: (i) in each and every such event listed above, the Trustee may, in its discretion, but subject to the provisions of this section, and shall, upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Debentures then outstanding, subject to the provisions of Section 8.3, by notice in writing to the Corporation declare the principal of and interest on all Debentures then outstanding and all other monies outstanding hereunder to be due and payable and the same shall thereupon forthwith become immediately due and payable to the Trustee, and (ii) on the occurrence of an Event of Default under Section 8.1(e), 8.1(f), 8.1(g) or 8.1(h) (if such proceedings are initiated by the Corporation), the principal of and interest on all Debentures then outstanding hereunder and all other monies outstanding hereunder, shall automatically without any declaration or other act on the part of the Trustee or any Debentureholder become immediately due and payable to the Trustee and, in either case, upon such amounts becoming due and payable in either (i) or (ii) above, the Corporation shall forthwith pay to the Trustee for the benefit of the Debentureholders such principal, accrued and unpaid interest, and interest on amounts in default on such Debenture and all other monies outstanding hereunder, together with subsequent interest at the rate borne by the Debentures on such principal, interest, and such other monies from the date of such declaration or event until payment is received by the Trustee, such subsequent interest to be payable at the times and places and in the manner mentioned in and according to the tenor of the Debentures. Such payment when made shall be deemed to have been made in discharge of the Corporation's obligations hereunder and any monies so received by the Trustee shall be applied in the manner provided in Section 8.6.

8.2 Notice of Events of Default

If an Event of Default shall occur and be continuing the Trustee shall, within 30 days after it receives written notice of the occurrence of such Event of Default, give notice of such Event of Default to the Debentureholders in the manner provided in Section 12.2, provided that notwithstanding the foregoing, unless the Trustee shall have been requested to do so by the holders of at least 25% of the principal amount of the Debentures then outstanding, the Trustee shall not be required to give such notice if the Trustee in good faith shall have determined that the withholding of such notice is in the best interests of the Debentureholders and shall have so advised the Corporation in writing.

When notice of the occurrence of an Event of Default has been given and the Event of Default is thereafter cured, notice that the Event of Default is no longer continuing shall be given by the Trustee to the Debentureholders within 15 days after the Trustee becomes aware the Event of Default has been cured.

8.3 Waiver of Default

Upon the happening of any Event of Default hereunder:

(a) the holders of the Debentures shall have the power (in addition to the powers exercisable by Extraordinary Resolution as hereinafter provided) by requisition in writing by the holders of more than 25% of the principal amount of Debentures then outstanding, to instruct the Trustee to waive any Event of Default and to cancel any declaration made by the Trustee pursuant to Section 8.1 and the Trustee shall thereupon waive the Event of Default and cancel such declaration, or either, upon such terms and conditions as shall be prescribed in such requisition; provided that notwithstanding the foregoing if the Event of Default has occurred by reason of the non-observance or non-performance by the Corporation of any covenant applicable only to one or more series of Debentures, then the holders of more than 25% of the principal amount of the outstanding Debentures of that series shall be entitled to exercise the foregoing power and

the Trustee shall so act and it shall not be necessary to obtain a waiver from the holders of any other series of Debentures; and

(b) the Trustee, so long as it has not become bound to declare the principal and interest on the Debentures then outstanding to be due and payable, or to obtain or enforce payment of the same, shall have power to waive any Event of Default if, in the Trustee's opinion, the same shall have been cured or adequate satisfaction made therefor, and in such event to cancel any such declaration theretofore made by the Trustee in the exercise of its discretion, upon such terms and conditions as the Trustee may deem advisable.

No such act or omission either of the Trustee or of the Debentureholders shall extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.

8.4 Enforcement by the Trustee

Subject to the provisions of Section 8.3 and to the provisions of any Extraordinary Resolution that may be passed by the Debentureholders, if the Corporation shall fail to pay to the Trustee, forthwith after the same shall have been declared to be due and payable under Section 8.1, the principal of and premium (if any) and interest on all Debentures then outstanding, together with any other amounts due hereunder, the Trustee may in its discretion and shall upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Debentures then outstanding and upon being funded and indemnified to its reasonable satisfaction against all costs, expenses and liabilities to be incurred, proceed in its name as trustee hereunder to obtain or enforce payment of such principal of and premium (if any) and interest on all the Debentures then outstanding together with any other amounts due hereunder by such proceedings authorized by this Indenture or by law or equity as the Trustee in such request shall have been directed to take, or if such request contains no such direction, or if the Trustee shall act without such request, then by such proceedings authorized by this Indenture or by suit at law or in equity as the Trustee shall deem expedient.

The Trustee shall be entitled and empowered, either in its own name or as Trustee of an express trust, or as attorney-in-fact for the holders of the Debentures, or in any one or more of such capacities, to file such proof of debt, amendment of proof of debt, claim, petition or other document as may be necessary or advisable in order to have the claims of the Trustee and of the holders of the Debentures allowed in any insolvency, bankruptcy, liquidation or other judicial proceedings relative to the Corporation or its creditors or relative to or affecting its property. The Trustee is hereby irrevocably appointed (and the successive respective holders of the Debentures by taking and holding the same shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective holders of the Debentures with authority to make and file in the respective names of the holders of the Debentures or on behalf of the holders of the Debentures as a class, subject to deduction from any such claims of the amounts of any claims filed by any of the holders of the Debentures themselves, any proof of debt, amendment of proof of debt, claim, petition, financing statement, mortgage, or other document in any such proceedings and to receive payment of any sums becoming distributable on account thereof, and to execute any such other papers and documents and to do and perform any and all such acts and things for and on behalf of such holders of the Debentures, as may be necessary or advisable in the opinion of the Trustee, in order to have the respective claims of the Trustee and of the holders of the Debentures against the Corporation or its property allowed in any such proceeding, and to receive payment of or on account of such claims; provided, however, that subject to Section 8.3, nothing contained in this Indenture shall be deemed to give to the Trustee, unless so authorized by Extraordinary Resolution, any right to accept or consent to any plan of reorganization or otherwise by action of any character in such proceeding to waive or change in any way any right of any Debentureholder.

The Trustee shall also have the power at any time and from time to time to institute and to maintain such suits and proceedings as it may be advised shall be necessary or advisable to preserve and protect its interests and the interests of the Debentureholders.

All rights of action hereunder may be enforced by the Trustee without the possession of any of the Debentures or the production thereof on the trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Trustee shall be brought in the name of the Trustee as trustee of an express trust, and any recovery of judgment shall be for the rateable benefit of the holders of the Debentures subject to the provisions of this Indenture. In any proceeding brought by the Trustee (and also any proceeding in which a declaratory judgment of a court may be sought as to the interpretation or construction of any provision of this Indenture, to which the Trustee shall be a

party) the Trustee shall be held to represent all the holders of the Debentures, and it shall not be necessary to make any holders of the Debentures parties to any such proceeding.

8.5 No Suits by Debentureholders

No holder of any Debenture shall have any right to institute any action, suit or proceeding at law or in equity for the purpose of enforcing payment of the principal of or interest on the Debentures or for the execution of any trust or power hereunder or for the appointment of a liquidator or receiver or for a receiving order under the *Bankruptcy and Insolvency Act* (Canada) or to have the Corporation wound up or to file or prove a claim in any liquidation or bankruptcy proceeding or for any other remedy hereunder, unless: (a) such holder shall previously have given to the Trustee written notice of the happening of an Event of Default hereunder; and (b) the Debentureholders by Extraordinary Resolution or by written instrument signed by the holders of at least 25% in principal amount of the Debentures then outstanding shall have made a request to the Trustee and the Trustee shall have been afforded reasonable opportunity either itself to proceed to exercise the powers hereinbefore granted or to institute an action, suit or proceeding in its name for such purpose; and (c) the Debentureholders or any of them shall have furnished to the Trustee, when so requested by the Trustee, sufficient funds and security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and (d) the Trustee shall have failed to act within a reasonable time after such notification, request and offer of indemnity and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to any such proceeding or for any other remedy hereunder by or on behalf of the holder of any Debentures.

8.6 Application of Monies by Trustee

(a) Except as herein otherwise expressly provided, any monies received by the Trustee from the Corporation pursuant to the foregoing provisions of this Article 8, or as a result of legal or other proceedings or from any trustee in bankruptcy or liquidator of the Corporation, shall be applied, together with any other monies in the hands of the Trustee available for such purpose, as follows:

(i) first, in payment or in reimbursement to the Trustee of its compensation, costs, charges, expenses, borrowings, advances or other monies furnished or provided by or at the instance of the Trustee in or about the execution of its trusts under, or otherwise in relation to, this Indenture, with interest thereon as herein provided;

(ii) second, but subject as hereinafter in this Section 8.6 provided, in payment, rateably and proportionately to the holders of Debentures, of the principal of and premium (if any) and accrued and unpaid interest (less any tax required to be withheld therefrom) and interest on amounts in default on the Debentures which shall then be outstanding in the priority of principal first and then premium and then accrued and unpaid interest and interest on amounts in default unless otherwise directed by Extraordinary Resolution and in that case in such order or priority as between principal, premium (if any) and interest as may be directed by such resolution; and

(iii) third, in payment of the surplus, if any, of such monies to the Corporation or its assigns;

provided, however, that no payment shall be made pursuant to clause 8.6(a)(ii) above in respect of the principal, premium or interest on any Debenture held, directly or indirectly, by or for the benefit of the Corporation or any Subsidiary (other than any Debenture pledged for value and in good faith to a person other than the Corporation or any Subsidiary but only to the extent of such person's interest therein) except subject to the prior payment in full of the principal, premium (if any) and interest (if any) on all Debentures which are not so held.

(b) The Trustee shall not be bound to apply or make any partial or interim payment of any monies coming into its hands if the amount so received by it, after reserving thereout such amount as the Trustee may think necessary to provide for the payments mentioned in Section 8.6(a), is insufficient to make a distribution of at least 2% of the aggregate principal amount of the outstanding Debentures, but it may retain the money so received by it and invest or deposit the same as provided in Section 13.9 until the money or the investments representing the same, with the income derived therefrom, together with any other monies for the time being under its control shall be sufficient for the said purpose or until it shall consider it advisable to apply

the same in the manner hereinbefore set forth. The foregoing shall, however, not apply to a final payment in distribution hereunder.

8.7 Notice of Payment by Trustee

Not less than 15 days' notice shall be given in the manner provided in Section 12.2 by the Trustee to the Debentureholders of any payment to be made under this Article 8. Such notice shall state the time when and place where such payment is to be made and also the liability under this Indenture to which it is to be applied. After the day so fixed, unless payment shall have been duly demanded and have been refused, the Debentureholders will be entitled to interest only on the balance (if any) of the principal monies, premium (if any) and interest due (if any) to them, respectively, on the Debentures, after deduction of the respective amounts payable in respect thereof on the day so fixed.

8.8 Trustee May Demand Production of Debentures

The Trustee shall have the right to demand production of the Debentures in respect of which any payment of principal, interest or premium required by this Article 8 is made and may cause to be endorsed on the same a memorandum of the amount so paid and the date of payment, but the Trustee may, in its discretion, dispense with such production and endorsement, upon such indemnity being given to it and to the Corporation as the Trustee shall deem sufficient.

8.9 Remedies Cumulative

No remedy herein conferred upon or reserved to the Trustee, or upon or to the holders of Debentures is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now existing or hereafter to exist by law or by statute.

8.10 Judgment Against the Corporation

The Corporation covenants and agrees with the Trustee that, in case of any judicial or other proceedings to enforce the rights of the Debentureholders, judgment may be rendered against it in favour of the Debentureholders or in favour of the Trustee, as trustee for the Debentureholders, for any amount which may remain due in respect of the Debentures and premium (if any) and the interest thereon and any other monies owing hereunder.

8.11 Immunity of Directors, Officers and Others

The Debentureholders and the Trustee hereby waive and release any right, cause of action or remedy now or hereafter existing in any jurisdiction against any past, present or future officer, director or employee of the Corporation or holder of Common Shares of the Corporation or of any successor for the payment of the principal of or premium or interest on any of the Debentures or on any covenant, agreement, representation or warranty by the Corporation contained herein or in the Debentures.

ARTICLE 9
SATISFACTION AND DISCHARGE

9.1 Cancellation and Destruction

All Debentures shall forthwith after payment thereof be delivered to the Trustee and cancelled by it. All Debentures Certificates cancelled or required to be cancelled under this or any other provision of this Indenture shall be destroyed by the Trustee and, if required by the Corporation, the Trustee shall furnish to it a destruction certificate setting out the designating numbers of the Debentures so destroyed.

9.2 Non-Presentation of Debentures

In case the holder of any Debenture shall fail to present the same for payment on the date on which the principal of, premium (if any) or the interest thereon or represented thereby becomes payable either at maturity or otherwise or shall not accept payment on account thereof and give such receipt therefor, if any, as the Trustee may require:

(a) the Corporation shall be entitled to pay or deliver to the Trustee and direct it to set aside; or

(b) in respect of monies or Common Shares in the hands of the Trustee which may or should be applied to the payment of the Debentures, the Corporation shall be entitled to direct the Trustee to set aside;

the monies or Common Shares, as the case may be, in trust to be paid to the holder of such Debenture upon due presentation or surrender thereof in accordance with the provisions of this Indenture; and thereupon the principal of, premium (if any) or the interest payable on or represented by each Debenture in respect whereof such monies or Common Shares, if applicable, have been set aside shall be deemed to have been paid and the holder thereof shall thereafter have no right in respect thereof except that of receiving delivery and payment of the monies or Common Shares, if applicable, so set aside by the Trustee upon due presentation and surrender thereof, subject always to the provisions of Section 9.3.

9.3 Repayment of Unclaimed Monies or Common Shares

Subject to applicable law, any monies or Common Shares, if applicable, set aside under Section 9.2 and not claimed by and paid to holders of Debentures as provided in Section 9.2 within six (6) years after the date of such setting aside shall be repaid and delivered to the Corporation on its demand and, upon receipt thereof, the Trustee shall be released from all further liability with respect to such monies or Common Shares, if applicable, and thereafter the holders of the Debentures in respect of which such monies or Common Shares, if applicable, were so repaid to the Corporation shall have no rights in respect thereof except to obtain payment and delivery of the monies or Common Shares, if applicable, from the Corporation subject to any limitation provided by the laws of the Province of Alberta.

9.4 Discharge

The Trustee shall at the written request of the Corporation release and discharge this Indenture and execute and deliver such instruments as it shall be advised by Counsel are requisite for that purpose and to release the Corporation from its covenants herein contained (other than the provisions relating to the indemnification of the Trustee), upon proof being given to the reasonable satisfaction of the Trustee that the principal of, premium (if any) and interest (including interest on amounts in default, if any), on all the Debentures and all other monies payable hereunder have been paid or satisfied or that all the Debentures having matured or having been duly called for redemption, payment of the principal of and interest (including interest on amounts in default, if any) on such Debentures and of all other monies payable hereunder has been duly and effectually provided for in accordance with the provisions hereof.

9.5 Satisfaction

(a) The Corporation shall be deemed to have fully paid, satisfied and discharged all of the outstanding Debentures of any series and the Trustee, at the expense of the Corporation, shall execute and deliver proper instruments acknowledging the full payment, satisfaction and discharge of such Debentures, when, with respect to all of the outstanding Debentures or all of the outstanding Debentures of any series, as applicable:

(i) the Corporation has deposited or caused to be deposited with the Trustee as trust funds or property in trust for the purpose of making payment on such Debentures, an amount in money or Common Shares, if applicable, sufficient to pay, satisfy and discharge the entire amount of principal of, premium, if any, and interest, if any, to maturity, or any repayment date, or upon conversion or otherwise as the case may be, of such Debentures;

(ii) the Corporation has deposited or caused to be deposited with the Trustee as trust property in trust for the purpose of making payment on such Debentures:

(A) if the Debentures are issued in Canadian dollars, such amount in Canadian dollars of direct obligations of, or obligations the principal and interest of which are guaranteed by, the Government of Canada or Common Shares, if applicable; or

(B) if the Debentures are issued in a currency or currency unit other than Canadian dollars, cash in the currency or currency unit in which the Debentures are payable and/or such amount in such currency or currency unit of direct obligations of, or obligations the principal and interest of which are guaranteed by, the Government of Canada or the government that issued the currency or currency unit in which the Debentures are payable or Common Shares, if applicable;

as will be sufficient to pay and discharge the entire amount of principal of, premium, if any on, and accrued and unpaid interest to maturity or any repayment date, as the case may be, of all such Debentures; or

(iii) all Debentures certificated and delivered, other than:

(A) Debentures which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.5; and

(B) Debentures for whose payment has been deposited in trust and thereafter repaid to the Corporation as provided in Section 9.3,

have been delivered to the Trustee for cancellation;

so long as in any such event:

(iv) the Corporation has paid, caused to be paid or made provisions to the satisfaction of the Trustee for the payment of all other sums payable or which may be payable with respect to all of such Debentures (together with all applicable expenses of the Trustee in connection with the payment of such Debentures); and

(v) the Corporation has delivered to the Trustee an Officers' Certificate stating that all conditions precedent herein provided relating to the payment, satisfaction and discharge of all such Debentures have been complied with.

Any deposits with the Trustee referred to in this Section 9.5 shall be irrevocable, subject to Section 9.6, and shall be made under the terms of an escrow and/or trust agreement in form and substance satisfactory to the Trustee and which provides for the due and punctual payment of the principal of, premium, if any, and interest on the Debentures being satisfied.

(b) Upon the satisfaction of the conditions set forth in this Section 9.5 with respect to all the outstanding Debentures, or all the outstanding Debentures of any series, as applicable, the terms and conditions of the Debentures, including the terms and conditions with respect thereto set forth in this Indenture (other than those contained in Article 2, Article 4 and Article 5 and the provisions of Article 1 pertaining to the foregoing provisions) shall no longer be binding upon or applicable to the Corporation.

(c) Any funds or obligations deposited with the Trustee pursuant to this Section 9.5 shall be denominated in the currency or denomination of the Debentures in respect of which such deposit is made.

(d) If the Trustee is unable to apply any money or securities in accordance with this Section 9.5 by reason of any legal proceeding or any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Corporation's obligations under this Indenture and the affected Debentures shall be revived and reinstated as though no money or securities had been deposited pursuant to this Section 9.5 until such time as the Trustee is permitted to apply all such money or securities in accordance with this Section 9.5, provided that if the Corporation has made any payment in respect of principal of, premium, if any, or interest on Debentures or, as applicable, other amounts because of the reinstatement of its obligations, the Corporation shall be subrogated to the rights of the holders of such Debentures to receive such payment from the money or securities held by the Trustee.

9.6 Continuance of Rights, Duties and Obligations

(a) Where trust funds or trust property have been deposited pursuant to Section 9.5, the holders of Debentures and the Corporation shall continue to have and be subject to their respective rights, duties and obligations under Article 2, Article 4 and Article 5 and the provisions of Article 1 pertaining to the foregoing provisions, as may be applicable.

(b) In the event that, after the deposit of trust funds or trust property pursuant to Section 9.5 in respect of the Debentures (the "**Defeased Debentures**"), any holder of any of the Defeased Debentures from time to time converts its Debentures to Common Shares or other securities of the Corporation in accordance with Subsection 2.1(f), Article 5 or any other provision of this Indenture, the Trustee shall upon receipt of a Written Direction of the Corporation return to the Corporation from time to time the proportionate amount of the trust funds or other trust property deposited with the Trustee pursuant to Section 9.5 in respect of the Defeased Debentures which is applicable to the Defeased Debentures so converted (which amount shall be based on the applicable principal amount of the Defeased Debentures being converted in relation to the aggregate outstanding principal amount of all the Defeased Debentures).

ARTICLE 10
SUCCESSORS

10.1 Corporation may Consolidate, etc., Only on Certain Terms

Other than the Proposed Transaction, which the Debentureholders hereby expressly consent to, the Corporation shall not enter into any transaction or series of transactions whereby all or substantially all of its respective undertaking, property or assets would become the property of any other Person (herein called a "**Successor**") whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, unless:

(a) prior to or contemporaneously with the consummation of such transaction, the Corporation and the Successor shall have executed such instruments and done such things as, in the opinion of Counsel, are necessary or advisable to establish that upon the consummation of such transaction:

  (i) the Successor will have assumed all the covenants and obligations of the Corporation under this Indenture in respect of the Debentures; and

  (ii) the Debentures will be valid and binding obligations of the Successor entitling the holders thereof, as against the Successor, to all the rights of Debentureholders under this Indenture,

(b) such transaction, in the opinion of Counsel, shall be on such terms as to substantially preserve and not impair any of the rights and powers of the Trustee or of the Debentureholders hereunder; and

(c) no condition or event shall exist as to the Corporation (at the time of such transaction) or the Successor (immediately after such transaction) and after giving full effect thereto or immediately after the Successor shall become liable to pay the principal monies, premium, if any, interest and other monies due or which may become due hereunder, which constitutes or would constitute an Event of Default hereunder.

10.2 Successor Substituted

Whenever the conditions of Section 10.1 shall have been duly observed and performed, any Successor formed by or resulting from such transaction shall succeed to, and be substituted for, and may exercise every right and power of the Corporation under this Indenture with the same effect as though the Successor had been named as the Corporation herein and thereafter, except in the case of a lease or other similar disposition of property to the Successor, the Corporation shall be relieved of all obligations and covenants under this Indenture and the Debentures. The Trustee will, at the expense of the Successor, execute any documents which it may be advised by Counsel are necessary or advisable for effecting or evidencing such release and discharge.

ARTICLE 11
MEETINGS OF DEBENTUREHOLDERS

11.1 Right to Convene Meeting

The Trustee or the Corporation may at any time and from time to time, and the Trustee shall, on receipt of a Written Direction of the Corporation or a written request signed by the holders of not less than 25% of the principal amount of the Debentures then outstanding and upon receiving funding and being indemnified to its reasonable satisfaction by the Corporation or by the Debentureholders signing such request against the costs which may be incurred in connection with the calling and holding of such meeting, convene a meeting of the Debentureholders. In the event of the Trustee failing, within 30 days after receipt of any such request and such funding of indemnity, to give notice convening a meeting, the Corporation or such Debentureholders, as the case may be, may convene such meeting. Every such meeting shall be held in Calgary, Alberta or at such other place as may be approved or determined by the Trustee. Any meeting held pursuant to this Article 11 may be done through a virtual or electronic meeting platform, subject to the Trustee's capabilities at the time.

11.2 Notice of Meetings

(a) At least 21 days' notice of any meeting shall be given to the Debentureholders in the manner provided in Section 12.2 and a copy of such notice shall be sent by post to the Trustee, unless the meeting has been called by it. Such notice shall state the time when and the place where the meeting is to be held and shall state briefly the general nature of the business to be transacted thereat and it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article. The accidental omission to give notice of a meeting to any holder of Debentures shall not invalidate any resolution passed at any such meeting. A holder may waive notice of a meeting either before or after the meeting.

11.3 Chairman

Some person, who need not be a Debentureholder, nominated in writing by the Corporation (in case it convenes the meeting) or by the Trustee (in any other case) shall be chairman of the meeting and if no person is so nominated, or if the person so nominated is not present within 15 minutes from the time fixed for the holding of the meeting, a majority of the Debentureholders present in person or by proxy shall choose some person present to be chairman.

11.4 Quorum

Subject to the provisions of Section 11.12, at any meeting of the Debentureholders a quorum shall consist of Debentureholders present in person or by proxy and representing at least 25% in principal amount of the outstanding Debentures. If a quorum of the Debentureholders shall not be present within 30 minutes from the time fixed for holding any meeting, the meeting, if summoned by the Debentureholders or pursuant to a request of the Debentureholders, shall be dissolved, but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day thereafter) at the same time and place and no notice shall be required to be given in respect of such adjourned meeting. At the adjourned meeting, the Debentureholders present in person or by proxy shall, subject to the provisions of Section 11.12, constitute a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may not represent 25% of the principal amount of the outstanding Debentures. Any business may be brought before or dealt with at an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same. No business shall be transacted at any meeting unless the required quorum is present at the commencement of business.

11.5 Power to Adjourn

The chairman of any meeting at which a quorum of the Debentureholders is present may, with the consent of the holders of a majority in principal amount of the Debentures represented thereat, adjourn any such meeting and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

11.6 Show of Hands

Every question submitted to a meeting shall, subject to Section 11.7, be decided in the first place by a majority of the votes given on a show of hands except that votes on Extraordinary Resolutions shall be given in the manner hereinafter provided. At any such meeting, unless a poll is duly demanded as herein provided, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact. The chairman of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of the Debentures, if any, held by him.

11.7 Poll

On every Extraordinary Resolution, and on any other question submitted to a meeting when demanded by the chairman or by one or more Debentureholders or proxies for Debentureholders, a poll shall be taken in such manner and either at once or after an adjournment as the chairman shall direct. Questions other than Extraordinary Resolutions shall, if a poll be taken, be decided by the votes of the holders of a majority in principal amount of the Debentures represented at the meeting and voted on the poll.

11.8 Voting

On a show of hands every person who is present and entitled to vote, whether as a Debentureholder or as proxy for one or more Debentureholders or both, shall have one vote. On a poll each Debentureholder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each $1,000 principal amount of Debentures of which they shall then be the holder. In the case of any Debenture denominated in a currency or currency unit other than Canadian dollars, the principal amount thereof for these purposes shall be computed in Canadian dollars on the basis of the conversion of the principal amount thereof at the applicable spot buying rate of exchange for such other currency or currency unit as reported by the Bank of Canada at the close of business on the Business Day next preceding the meeting. Any fractional amounts resulting from such conversion shall be rounded to the nearest $100. A proxy need not be a Debentureholder. In the case of joint holders of a Debenture, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others but in case more than one of them be present in person or by proxy, they shall vote together in respect of the Debentures of which they are joint holders.

11.9 Proxies

A Debentureholder may be present and vote at any meeting of Debentureholders by an authorized representative. The Corporation (in case it convenes the meeting) or the Trustee (in any other case) for the purpose of enabling the Debentureholders to be present and vote at any meeting without producing their Debentures, and of enabling them to be present and vote at any such meeting by proxy and of lodging instruments appointing such proxies at some place other than the place where the meeting is to be held, may from time to time make and vary such regulations as it shall think fit providing for and governing any or all of the following matters:

(a) the form of the instrument appointing a proxy, which shall be in writing, and the manner in which the same shall be executed and the production of the authority of any person signing on behalf of a Debentureholder;

(b) the deposit of instruments appointing proxies at such place as the Trustee, the Corporation or the Debentureholder convening the meeting, as the case may be, may, in the notice convening the meeting, direct and the time, if any, before the holding of the meeting or any adjournment thereof by which the same must be deposited; and

(c) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, faxed or sent by other electronic means before the meeting to the Corporation or to the Trustee at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting.

Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Save as such regulations may provide, the only persons who shall be recognized at any

meeting as the holders of any Debentures, or as entitled to vote or be present at the meeting in respect thereof, shall be Debentureholders and persons whom Debentureholders have by instrument in writing duly appointed as their proxies.

11.10 Persons Entitled to Attend Meetings

The Corporation and the Trustee, by their respective officers and directors, the Auditors of the Corporation and the legal advisors of the Corporation, the Trustee or any Debentureholder may attend any meeting of the Debentureholders, but shall have no vote as such.

11.11 Powers Exercisable by Extraordinary Resolution

In addition to the powers conferred upon them by any other provisions of this Indenture or by law, a meeting of the Debentureholders shall have the following powers exercisable from time to time by Extraordinary Resolution:

(a) power to authorize the Trustee to grant extensions of time for payment of any principal, premium or interest on the Debentures, whether or not the principal, premium, or interest, the payment of which is extended, is at the time due or overdue;

(b) power to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Debentureholders or the Trustee, subject to the prior consent of the Trustee, such consent not to be unreasonably withheld, against the Corporation, or against its property, whether such rights arise under this Indenture or the Debentures or otherwise provided that such sanctioned actions are not prejudicial to the Trustee;

(c) power to assent to any modification of or change in or addition to or omission from the provisions contained in this Indenture or any Debenture which shall be agreed to by the Corporation and to authorize the Trustee to concur in and execute any indenture supplemental hereto embodying any modification, change, addition or omission;

(d) power to sanction any scheme for the reconstruction, reorganization or recapitalization of the Corporation or for the amalgamation or merger of the Corporation with any other Person or for the sale, leasing, transfer or other disposition of all or substantially all of the undertaking, property and assets of the Corporation or any part thereof, provided that no such sanction shall be necessary in respect of any such transaction if the provisions of Section 10.1 shall have been complied with;

(e) power to direct or authorize the Trustee to exercise any power, right, remedy or authority given to it by this Indenture in any manner specified in any such Extraordinary Resolution or to refrain from exercising any such power, right, remedy or authority;

(f) power to waive, and direct the Trustee to waive, any default hereunder and/or cancel any declaration made by the Trustee pursuant to Section 8.1 either unconditionally or upon any condition specified in such Extraordinary Resolution;

(g) power to restrain any Debentureholder from taking or instituting any suit, action or proceeding for the purpose of enforcing payment of the principal, premium or interest on the Debentures, or for the execution of any trust or power hereunder;

(h) power to direct any Debentureholder who, as such, has brought any action, suit or proceeding to stay or discontinue or otherwise deal with the same upon payment, if the taking of such suit, action or proceeding shall have been permitted by Section 8.5, of the costs, charges and expenses reasonably and properly incurred by such Debentureholder in connection therewith;

(i) power to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Corporation;

(j) power to appoint a committee with power and authority (subject to such limitations, if any, as may be prescribed in the resolution) to exercise, and to direct the Trustee to exercise, on behalf of the Debentureholders, such of the powers of the Debentureholders as are exercisable by Extraordinary Resolution or other resolution as shall be included in the resolution appointing the committee. The resolution making such appointment may provide for payment of the expenses and disbursements of and compensation to such committee. Such committee shall consist of such number of persons as shall be prescribed in the resolution appointing it and the members need not be themselves Debentureholders. Every such committee may elect its chairman and may make regulations respecting its quorum, the calling of its meetings and the filling of vacancies occurring in its number and its procedure generally. Such regulations may provide that the committee may act at a meeting at which a quorum is present or may act by minutes signed by the number of members thereof necessary to constitute a quorum. All acts of any such committee within the authority delegated to it shall be binding upon all Debentureholders. Neither the committee nor any member thereof shall be liable for any loss arising from or in connection with any action taken or omitted to be taken by them in good faith;

(k) power to remove the Trustee from office and to appoint a new Trustee or Trustees provided that no such removal shall be effective unless and until a new Trustee or Trustees shall have become bound by this Indenture;

(l) power to sanction the exchange of the Debentures for or the conversion thereof into shares, bonds, debentures or other securities or obligations of the Corporation or of any other Person formed or to be formed;

(m) power to authorize the distribution in specie of any shares or securities received pursuant to a transaction authorized under the provisions of Section 11.11(l); and

(n) power to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Debentureholders or by any committee appointed pursuant to Section 11.11(j).

11.12 Meaning of "Extraordinary Resolution"

(a) The expression "**Extraordinary Resolution**" when used in this Indenture means, subject as hereinafter in this Article provided, a resolution proposed to be passed as an Extraordinary Resolution at a meeting of Debentureholders (including an adjourned meeting) duly convened for the purpose and held in accordance with the provisions of this Article at which the holders of not less than 25% of the principal amount of the Debentures then outstanding, are present in person or by proxy and passed by the favourable votes of the holders of not less than $66^{2/3}$% of the principal amount of the Debentures, in each case present or represented by proxy at the meeting and voted upon on a poll on such resolution.

(b) If, at any such meeting, the holders of not less than 25% of the principal amount of the Debentures then outstanding are not present in person or by proxy within 30 minutes after the time appointed for the meeting, then the meeting, if convened by or on the requisition of Debentureholders, shall be dissolved but in any other case it shall stand adjourned to such date, being not less than 14 nor more than 60 days later, and to such place and time as may be appointed by the chairman. Not less than 10 days' notice shall be given of the time and place of such adjourned meeting in the manner provided in Section 12.2. Such notice shall state that at the adjourned meeting the Debentureholders present in person or by proxy shall form a quorum. At the adjourned meeting the Debentureholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened and a resolution proposed at such adjourned meeting and passed thereat by the affirmative vote of holders of not less than $66^{2/3}$% of the principal amount of the Debentures present or represented by proxy at the meeting voted upon on a poll shall be an Extraordinary Resolution within the meaning of this Indenture, notwithstanding that the holders of not less than 25% in principal amount of the Debentures then outstanding are not present in person or by proxy at such adjourned meeting.

(c) Votes on an Extraordinary Resolution shall always be given on a poll and no demand for a poll on an Extraordinary Resolution shall be necessary.

11.13 Powers Cumulative

Any one or more of the powers in this Indenture stated to be exercisable by the Debentureholders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers from time to time shall not be deemed to exhaust the rights of the Debentureholders to exercise the same or any other such power or powers thereafter from time to time.

11.14 Minutes

Minutes of all resolutions and proceedings at every meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Trustee at the expense of the Corporation, and any such minutes as aforesaid, if signed by the chairman of the meeting at which such resolutions were passed or proceedings had, or by the chairman of the next succeeding meeting of the Debentureholders, shall be prima facie evidence of the matters therein stated and, until the contrary is proved, every such meeting, in respect of the proceedings of which minutes shall have been made, shall be deemed to have been duly held and convened, and all resolutions passed thereat or proceedings taken thereat to have been duly passed and taken.

11.15 Instruments in Writing

All actions which may be taken and all powers that may be exercised by the Debentureholders at a meeting held as hereinbefore in this Article provided may also be taken and exercised by the holders of $66^{2/3}\%$ of the principal amount of all the outstanding Debentures by an instrument in writing signed in one or more counterparts and the expression "**Extraordinary Resolution**" when used in this Indenture shall include an instrument so signed.

11.16 Binding Effect of Resolutions

Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article at a meeting of Debentureholders shall be binding upon all the Debentureholders, whether present at or absent from such meeting, and every instrument in writing signed by Debentureholders in accordance with Section 11.15 shall be binding upon all the Debentureholders, whether signatories thereto or not, and each and every Debentureholder and the Trustee (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

11.17 Evidence of Rights Of Debentureholders

(a) Any request, direction, notice, consent or other instrument which this Indenture may require or permit to be signed or executed by the Debentureholders may be in any number of concurrent instruments of similar tenor signed or executed by such Debentureholders.

(b) The Trustee may, in its discretion, require proof of execution in cases where it deems proof desirable and may accept such proof as it shall consider proper.

ARTICLE 12
NOTICES

12.1 Notice to Corporation

Any notice to the Corporation under the provisions of this Indenture shall be valid and effective if delivered to the Corporation at:

CanadaBis Capital Inc.
255C Clearview Drive,
Red Deer County, AB T4E 3B6
Attention: Travis McIntyre, Chief Executive Officer
Email: travis@stigmagrow.ca

with a copy to (which shall not constitute notice):
Borden Ladner Gervais LLP
Centennial Place, East Tower
1900, 520 – 3rd Ave S.W.
Calgary, AB T2P 0R3
Attention: Nicole Bacsalmasi
Email: nbacsalmasi@blg.com

and shall be deemed to have been effectively given on the date of such electronic mailing provided that such electronic mailing occurs before 5:00 p.m. Calgary time failing which notice shall be deemed to have been effectively given on the next Business Day, or or if given by registered letter, postage prepaid, to such offices and so addressed and if mailed, shall be deemed to have been effectively given three days following the mailing thereof. The Corporation may from time to time notify the Trustee in writing of a change of address which thereafter, until changed by like notice, shall be the address of the Corporation for all purposes of this Indenture.

12.2 Notice to Debentureholders

All notices to be given hereunder with respect to the Debentures shall be deemed to be validly given to the holders thereof if sent by (i) first class mail, postage prepaid, by letter or circular addressed to such holders at their post office addresses appearing in any of the registers hereinbefore mentioned and shall be deemed to have been effectively given three days following the day of mailing, or (ii) electronic mail at the email address appearing in any of the registers hereinbefore mentioned and shall be deemed to have been effectively given on the date of such electronic mailing provided that such electronic mailing occurs before 5:00 p.m. Calgary time failing which notice shall be deemed to have been effectively given on the next day. Accidental error or omission in giving notice or accidental failure to mail notice to any Debentureholder or the inability of the Corporation to give or mail any notice due to anything beyond the reasonable control of the Corporation shall not invalidate any action or proceeding founded thereon.

If any notice given in accordance with the foregoing paragraph would be unlikely to reach the Debentureholders to whom it is addressed in the ordinary course of post by reason of an interruption in mail service, whether at the place of dispatch or receipt or both, the Corporation shall give such notice by publication at least once in the city of Calgary (or in such of those cities as, in the opinion of the Trustee, is sufficient in the particular circumstances), each such publication to be made in a daily newspaper of general circulation in the designated city.

Any notice given to Debentureholders by publication shall be deemed to have been given on the day on which publication shall have been effected at least once in each of the newspapers in which publication was required.

All notices with respect to any Debenture may be given to whichever one of the holders thereof (if more than one) is named first in the registers hereinbefore mentioned, and any notice so given shall be sufficient notice to all holders of any persons interested in such Debenture.

12.3 Notice to Trustee

Any notice to the Trustee under the provisions of this Indenture shall be valid and effective if delivered to the Trustee at its principal office in the City of Calgary, at 800,324-8th Avenue SW, Calgary, AB Y2P 2Z2, Attention: Manager, Corporate Trust or by email: corporatetrust.calgary@computershare.com or if given by registered letter, postage prepaid, to such office and so addressed and, if mailed, shall be deemed to have been effectively given three days following the mailing thereof.

ARTICLE 13
CONCERNING THE TRUSTEE

13.1 No Conflict of Interest

The Trustee represents to the Corporation that at the date of execution and delivery by it of this Indenture there exists no material conflict of interest in the role of the Trustee as a fiduciary hereunder but if, notwithstanding the

provisions of this Section 13.1, such a material conflict of interest exists, or hereafter arises, the validity and enforceability of this Indenture, and the Debentures issued hereunder, shall not be affected in any manner whatsoever by reason only that such material conflict of interest exists or arises but the Trustee shall, within 30 days after ascertaining that it has a material conflict of interest, either eliminate such material conflict of interest or resign in the manner and with the effect specified in Section 13.2.

13.2 Replacement of Trustee

The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder by giving to the Corporation 90 days' notice in writing or such shorter notice as the Corporation may accept as sufficient. In the event of the Trustee resigning or being removed or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Corporation shall forthwith appoint a new Trustee unless a new Trustee has already been appointed by the Debentureholders. Failing such appointment by the Corporation, the retiring Trustee or any Debentureholder may apply to the Court of King's Bench of Alberta, on such notice as such Court may direct at the Corporation's expense, for the appointment of a new Trustee but any new Trustee so appointed by the Corporation or by the Court shall be subject to removal as aforesaid by the Debentureholders and the appointment of such new Trustee shall be effective only upon such new Trustee becoming bound by this Indenture. Any new Trustee appointed under any provision of this Section 13.2 shall be a corporation authorized to carry on the business of a trust company in all of the Provinces of Canada. On any new appointment the new Trustee shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Trustee.

Any company into which the Trustee may be merged or, with or to which it may be consolidated, amalgamated or sold, or any company resulting from any merger, consolidation, sale or amalgamation to which the Trustee shall be a party, or any company succeeding to the corporate trust business of the Trustee shall be the successor Trustee under this Indenture without the execution of any instrument or any further act. Nevertheless, upon the written request of the successor Trustee or of the Corporation, the Trustee ceasing to act shall execute and deliver an instrument assigning and transferring to such successor Trustee, upon trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver all property and money held by such Trustee to the successor Trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the Corporation be required by any new Trustee for more fully and certainly vesting in and confirming to it such estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing shall on request of said new Trustee, be made, executed, acknowledged and delivered by the Corporation.

13.3 Duties of Trustee

In the exercise of the rights, duties and obligations prescribed or conferred by the terms of this Indenture, the Trustee shall act honestly and in good faith and exercise that degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances.

13.4 Reliance Upon Declarations, Opinions, etc.

In the exercise of its rights, duties and obligations hereunder the Trustee may, if acting in good faith, rely, as to the truth of the statements and accuracy of the opinions expressed therein, upon statutory declarations, opinions, reports or certificates furnished pursuant to any covenant, condition or requirement of this Indenture or required by the Trustee to be furnished to it in the exercise of its rights and duties hereunder, if the Trustee examines such statutory declarations, opinions, reports or certificates and determines that they comply with Section 13.5, if applicable, and with any other applicable requirements of this Indenture. The Trustee may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. Without restricting the foregoing, the Trustee may rely on an opinion of Counsel satisfactory to the Trustee notwithstanding that it is delivered by a solicitor or firm which acts as solicitors for the Corporation.

13.5 Evidence and Authority to Trustee, Opinions, etc.

The Corporation shall furnish to the Trustee evidence of compliance with the conditions precedent provided for in this Indenture relating to any action or step required or permitted to be taken by the Corporation or the Trustee under this Indenture or as a result of any obligation imposed under this Indenture, including without limitation, the

certification and delivery of Debentures hereunder, the satisfaction and discharge of this Indenture and the taking of any other action to be taken by the Trustee, at the request of or on the application of the Corporation, forthwith if and when (a) such evidence is required by any other Section of this Indenture to be furnished to the Trustee in accordance with the terms of this Section 13.5, or (b) the Trustee, in the exercise of its rights and duties under this Indenture, gives the Corporation written notice requiring it to furnish such evidence in relation to any particular action or obligation specified in such notice.

Such evidence shall consist of:

(e) a certificate made by any one officer or director of the Corporation stating that any such condition precedent has been complied with in accordance with the terms of this Indenture;

(f) in the case of a condition precedent compliance with which is, by the terms of this Indenture, made subject to review or examination by a solicitor, an opinion of Counsel that such condition precedent has been complied with in accordance with the terms of this Indenture; and

(g) in the case of any such condition precedent compliance with which is subject to review or examination by auditors or accountants, an opinion or report of the Auditors of the Corporation whom the Trustee for such purposes hereby approves, that such condition precedent has been complied with in accordance with the terms of this Indenture.

Whenever such evidence relates to a matter other than the certificates and delivery of Debentures and the satisfaction and discharge of this Indenture, and except as otherwise specifically provided herein, such evidence may consist of a report or opinion of any solicitor, auditor, accountant, engineer or appraiser or any other Person whose qualifications give authority to a statement made by him, provided that if such report or opinion is furnished by a director, officer or employee of the Corporation it shall be in the form of a statutory declaration. Such evidence shall be, so far as appropriate, in accordance with the immediately preceding paragraph of this Section.

Each statutory declaration, certificate, opinion or report with respect to compliance with a condition precedent provided for in the Indenture shall include (a) a statement by the Person giving the evidence that he or she has read and is familiar with those provisions of this Indenture relating to the condition precedent in question; (b) a brief statement of the nature and scope of the examination or investigation upon which the statements or opinions contained in such evidence are based; (c) a statement that, in the belief of the Person giving such evidence, he or she has made such examination or investigation as is necessary to enable him to make the statements or give the opinions contained or expressed therein; and (d) a statement whether in the opinion of such Person the conditions precedent in question have been complied with or satisfied.

The Corporation shall furnish to the Trustee at any time if the Trustee reasonably so requires, its certificate that the Corporation has complied with all covenants, conditions or other requirements contained in this Indenture, the non-compliance with which would, with the giving of notice or the lapse of time, or both, or otherwise, constitute an Event of Default, or if such is not the case, specifying the covenant, condition or other requirement which has not been complied with and giving particulars of such noncompliance. The Corporation shall, whenever the Trustee so requires, furnish the Trustee with evidence by way of statutory declaration, opinion, report or certificate as specified by the Trustee as to any action or step required or permitted to be taken by the Corporation or as a result of any obligation imposed by this Indenture.

13.6 Officers' Certificates Evidence

Except as otherwise specifically provided or prescribed by this Indenture, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, the Trustee, if acting in good faith, may rely upon an Officers' Certificate.

13.7 Experts, Advisers and Agents

The Trustee may:

(a) employ or retain and act and rely on the opinion or advice of or information obtained from any solicitor, auditor, valuer, engineer, surveyor, appraiser or other expert, whether obtained by the Trustee or by the Corporation, or otherwise, and shall not be liable for acting, or refusing to act, in good faith on any such opinion or advice and shall not be responsible for any negligence, misconduct, mistake or error of judgement on the part of any of them who has been selected with due care by the Trustee. The Trustee may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid; and

(b) employ such agents, solicitors, experts, advisors and other assistants as it may reasonably require for the proper discharge of its duties hereunder, and may pay reasonable remuneration for all services performed for it (and shall be entitled to receive reasonable remuneration for all services performed by it) in the discharge of the trusts hereof and compensation for all disbursements, costs and expenses made or incurred by it or such agents and other assistants in the discharge of its duties hereunder and in the management of the trusts hereof and any solicitors employed or consulted by the Trustee may, but need not be, solicitors for the Corporation. The Trustee shall not be responsible for any negligence, misconduct, mistake or error of judgement on the part of any such agents, solicitors, experts, advisors or other assistants who have been selected with due care by the Trustee.

13.8 Trustee May Deal in Debentures

Subject to Sections 13.1 and 13.3, the Trustee may, in its personal or other capacity, buy, sell, lend upon and deal in the Debentures and generally contract and enter into financial transactions with the Corporation or otherwise, without being liable to account for any profits made thereby.

13.9 Investment of Monies Held by Trustee

Unless otherwise provided in this Indenture, any monies held by the Trustee, which, under the trusts of this Indenture, may or ought to be invested or which may be on deposit with the Trustee or which may be in the hands of the Trustee, may be invested and reinvested in the name or under the control of the Trustee in securities in which, under the laws of the Province of Saskatchewan, trustees are authorized to invest trust monies, provided that such securities are expressed to mature within two years or such shorter period selected to facilitate any payments expected to be made under this Indenture, after their purchase by the Trustee, and unless and until the Trustee shall have declared the principal of and interest on the Debentures to be due and payable, the Trustee shall so invest such monies at the Written Direction of the Corporation given in a reasonably timely manner. Pending the investment of any monies as hereinbefore provided, such monies may be deposited in the name of the Trustee in any chartered bank of Canada or, with the consent of the Corporation, in the deposit department of the Trustee or any other loan or trust company authorized to accept deposits under the laws of Canada or any Province thereof at the rate of interest, if any, then current on similar deposits.

Unless and until the Trustee shall have declared the principal of and interest on the Debentures to be due and payable, the Trustee shall pay over to the Corporation all interest received by the Trustee in respect of any investments or deposits made pursuant to the provisions of this Section.

13.10 Trustee Not Ordinarily Bound

Except as provided in Section 8.2 and as otherwise specifically provided herein, the Trustee shall not, subject to Section 13.3, be bound to give notice to any person of the execution hereof, nor to do, observe or perform or see to the observance or performance by the Corporation of any of the obligations herein imposed upon the Corporation or of the covenants on the part of the Corporation herein contained, nor in any way to supervise or interfere with the conduct of the Corporation's business, unless the Trustee shall have been required to do so in writing by the holders of not less than 50% of the aggregate principal amount of the Debentures then outstanding or by any Extraordinary Resolution of the Debentureholders passed in accordance with the provisions contained in Article 11, and then only after it shall have been funded and indemnified to its satisfaction against all actions, proceedings, claims and

demands to which it may render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

13.11 Trustee Not Required to Give Security

The Trustee shall not be required to give any bond or security in respect of the execution of the trusts and powers of this Indenture or otherwise in respect of the premises. Nothing herein contained shall impose any obligation on the Trustee to see to or to require evidence of the registration or filing (or renewal thereof) of this Indenture or any instrument ancillary or supplemental hereto.

13.12 Trustee Not Bound to Act on Corporation's Request

Except as in this Indenture otherwise specifically provided, the Trustee shall not be bound to act in accordance with any direction or request of the Corporation until a duly authenticated copy of the instrument or resolution containing such direction or request shall have been delivered to the Trustee, and the Trustee shall be empowered to act upon any such copy purporting to be authenticated and believed by the Trustee to be genuine. The Trustee shall not to be appointed receiver or receiver manager of the assets of the Corporation.

13.13 Trustee Protected in Acting

The Trustee may act and rely, and shall be protected in acting and relying absolutely, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, letter, facsimile transmission, directions or other paper document believed in good faith by it to be genuine and to have been signed, sent or presented by or on behalf of the proper party or parties. The Trustee shall be protected in acting and relying upon any written notice, request, waiver, consent, certificate, receipt, statutory declaration, affidavit or other paper or document furnished to it, not only as to its due execution and the validity and the effectiveness of its provisions but also as to the truth and acceptability of any information therein contained which it in good faith believes to be genuine and what it purports to be.

13.14 Conditions Precedent to Trustee's Obligations to Act Hereunder

The obligation of the Trustee to commence or continue any act, action or proceeding for the purpose of enforcing the rights of the Trustee and of the Debentureholders hereunder shall be conditional upon the Debentureholders furnishing when required by notice in writing by the Trustee, sufficient funds to commence or continue such act, action or proceeding and indemnity reasonably satisfactory to the Trustee to protect and hold harmless the Trustee against the costs, charges and expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified as aforesaid.

The Trustee may, before commencing or at any time during the continuance of any such act, action or proceeding require the Debentureholders at whose instance it is acting to deposit with the Trustee the Debentures held by them for which Debentures the Trustee shall issue receipts.

13.15 Authority to Carry on Business

The Trustee represents to the Corporation that at the date of execution and delivery by it of this Indenture it is authorized to carry on the business of a trust company in each of the provinces of Canada but if, notwithstanding the provisions of this Section 0, it ceases to be so authorized to carry on business, the validity and enforceability of this Indenture and the securities issued hereunder shall not be affected in any manner whatsoever by reason only of such event but the Trustee shall, within 90 days after ceasing to be authorized to carry on the business of a trust company in any of the provinces of Canada, either become so authorized or resign in the manner and with the effect specified in Section 13.2.

13.16 Compensation and Indemnity

(a) The Corporation shall pay to the Trustee from time to time compensation for its services hereunder as agreed separately by the Corporation and the Trustee, and shall pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in the administration or execution of its duties under this Indenture (including the reasonable and documented compensation and disbursements of its Counsel and all other advisers and assistants not regularly in its employ), both before any default hereunder and thereafter until all duties of the Trustee under this Indenture shall be finally and fully performed. Any fees and expenses of the trustee in connection herewith shall be paid by the Corporation within 30 days of issuance of an invoice therefor and, if not so paid, shall bear interest at a rate *per annum* to the then-current rate of interest charged by the Trustee to its corporate clients. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust.

(b) The Corporation hereby indemnifies and agrees to hold harmless the Trustee, its affiliates, their officers, directors, employees, agents, successors and assigns (the "**Indemnified Parties**") from and against any and all liabilities whatsoever, losses, damages, penalties, claims, demands, actions, suits, proceedings, costs, charges, assessments, judgments, expenses and disbursements, including reasonable legal fees and disbursements of whatever kind and nature which may at any time be imposed on or incurred by or asserted against the Indemnified Parties, or any of them, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of the Indemnified Parties' duties, or any other services that the Trustee may provide in connection with or in any way relating to this Indenture. The Corporation agrees that its liability hereunder shall be absolute and unconditional regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding; provided that the Corporation shall not be required to indemnify the Indemnified Parties in the event of the Trustee's gross negligence, bad faith or wilful misconduct or the breach of the Trustee's duties hereunder.

(c) Notwithstanding any other provision of this Indenture, and whether such losses or damages are foreseeable or unforeseeable, the Trustee shall not be liable under any circumstances whatsoever for any (a) breach by any other party of securities law or other rule of any securities regulatory authority, (b) lost profits or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.

(d) The provisions of this Section 13.16 shall survive the resignation or removal of the Trustee or the termination or discharge of this Indenture.

13.17 Acceptance of Trust

The Trustee hereby accepts the trusts in this Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth and to hold all rights, privileges and benefits conferred hereby and by law in trust for the various persons who shall from time to time be Debentureholders, subject to all the terms and conditions herein set forth.

13.18 Third Party Interests

Each party to this Indenture (in this paragraph referred to as a "**representing party**") hereby represents to the Trustee that any account to be opened by, or interest to held by, the Trustee in connection with this Indenture, for or to the credit of such representing party, either (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case such representing party hereby agrees to complete, execute and deliver forthwith to the Trustee a declaration, in the Trustee's prescribed form or in such other form as may be satisfactory to it, as to the particulars of such third party.

13.19 Anti-Money Laundering

The Trustee shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Trustee, in its sole judgment, acting reasonably, determines that such act might cause it to be in noncompliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Trustee, in its sole judgment, acting reasonably, determine at any time that its acting under this Indenture has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days' prior written notice sent to the Corporation provided that (i) the Trustee's written notice shall describe the circumstances of such non-compliance; and (ii) if such circumstances are rectified to the Trustee's satisfaction within such 10-day period, then such resignation shall not be effective.

13.20 Privacy Laws

The parties acknowledge that the Trustee may, in the course of providing services hereunder, collect or receive financial and other personal information about such parties and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

(h) to provide the services required under this Indenture and other services that may be requested from time to time;

(i) to help the Trustee manage its servicing relationships with such individuals;

(j) to meet the Trustee's legal and regulatory requirements; and

(k) if Social Insurance Numbers are collected by the Trustee, to perform tax reporting and to assist in verification of an individual's identity for security purposes.

Each party acknowledges and agrees that the Trustee may receive, collect, use and disclose personal information provided to it or acquired by it in the course of this Indenture for the purposes described above and, generally, in the manner and on the terms described in its privacy code, which the Trustee shall make available on its website or upon request, including revisions thereto. The Trustee may transfer personal information to other companies in or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides.

Further, each party agrees that it shall not provide or cause to be provided to the Trustee any personal information relating to an individual who is not a party to this Indenture unless that party has assured itself that such individual understands and has consented to the aforementioned uses and disclosures.

13.21 Force Majeure

Except for the payment of conversion obligations of the Corporation contained herein, neither party shall be liable to the other, or held in breach of this Indenture, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of force majeure such as act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, general mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Indenture shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 13.21.

ARTICLE 14
SUPPLEMENTAL INDENTURES

14.1 Supplemental Indentures

From time to time the Trustee and, when authorized by a resolution of the directors of Corporation, the Corporation, may, and they shall when required by this Indenture, execute, acknowledge and deliver by their proper officers

deeds or indentures supplemental hereto which thereafter shall form part hereof, for any one or more of the following purposes:

(a) adding to the covenants of the Corporation herein contained for the protection or benefit of the Debentureholders, or providing for events of default, in addition to those herein specified;

(b) making such provisions not inconsistent with this Indenture as may be necessary or desirable with respect to matters or questions arising hereunder, including the making of any modifications in the form of the Debentures which do not affect the substance thereof and which in the opinion of the Trustee relying on an opinion of Counsel will not be prejudicial to the interests of the Debentureholders;

(c) evidencing the succession, or successive successions, of others to the Corporation and the covenants of and obligations assumed by any such successor in accordance with the provisions of this Indenture;

(d) giving effect to any Extraordinary Resolution passed as provided in Article 11; and

(e) for any other purpose not inconsistent with the terms of this Indenture.

14.2 Amendment Without Consent

Notwithstanding Section 11.11, without the consent or concurrence of any Debentureholder, the Corporation and the Trustee may amend or supplement this Indenture and the Debentures to:

(a) cure any ambiguity, defect or inconsistency or clerical omission or mistake or manifest error contained herein or in any deed or indenture supplemental or ancillary hereto, provided that in the opinion of the Trustee relying on an opinion of Counsel, the rights of the Debentureholders are not in any way prejudiced thereby;

(b) make any change that would provide any additional rights or benefits to the Debentureholders or that does not materially adversely affect the legal rights under this Indenture of any such Debentureholder, in each case as confirmed by an opinion of Counsel;

(c) amend any of the provisions of this Indenture related to matters of United States law or the issuance of Debentures into the United States in order to ensure that such issuances can be made in accordance with applicable law in the United States without the consent or approval of the Debentureholders provided that, in the opinion of the Trustee (relying on an opinion of Counsel), the rights of the Debentureholders are in no way prejudiced thereby. The Trustee will have the right to request a legal opinion regarding matters of United States law on the issuance of Debentures into the United States prior to or concurrently with making such amendments; and

(d) to modify the timing and procedural provisions in this Indenture in order to comply with any requirements of the Exchange (or any other national securities exchange in Canada on which the Debentures are then listed for trading) or the Depository.

ARTICLE 15
MISCELLAENOUS

15.1 Execution

This Indenture may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

15.2 Formal Date

For the purpose of convenience this Indenture may be referred to as bearing the formal date of April 2, 2025 irrespective of the actual date of execution hereof.

15.3 Force Majeure

Except for the payment obligations of the Corporation contained herein, neither party shall be liable to the other, or held in breach of this Indenture, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Indenture shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 15.3.

15.4 Privacy

The parties acknowledge that federal or provincial legislation that addresses the protection of individuals' personal information (collectively, "**Privacy Laws**") applies to certain obligations and activities under this Indenture. Notwithstanding any other provision of this Indenture, neither party shall take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Corporation shall, prior to transferring or causing to be transferred personal information to the Trustee, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or shall have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Trustee shall use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws. Specifically, the Trustee agrees: (a) to maintain policies and procedures to protect personal information and to receive and respond to any privacy complaint or inquiry; (b) to use personal information solely for the purposes of providing its services under or ancillary to this Indenture and to comply with applicable laws and not to use it for any other purpose except with the consent of or direction from the Corporation or the individual involved or as permitted by Privacy Laws; (c) not to sell or otherwise improperly disclose personal information to any third party; and (d) to employ administrative, physical and technological safeguards to reasonably secure and protect personal information against loss, theft, or unauthorized access, use or modification.

15.5 Electronic Documentation

Having regard to the fact that the Debentures may be issued in electronic and uncertificated form, the Indenture Trustee shall be entitled to make such amendments to the provisions hereof as are reasonably required to reflect same.

[*Remainder of page intentionally left blank – signature page to follow*]

IN WITNESS whereof the parties hereto have executed these presents under their respective corporate seals and the hands of their proper officers in that behalf as of the date of this Indenture.

CANADABIS CAPITAL INC.

By: 
Name: Travis McIntyre
Title: CEO

COMPUTERSHARE TRUST COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS whereof the parties hereto have executed these presents under their respective corporate seals and the hands of their proper officers in that behalf as of the date of this Indenture.

CANADABIS CAPITAL INC.

By: _____
Name: [illegible]
Title: CEO

COMPUTERSHARE TRUST COMPANY

By: _____
Name: Sue-Anne Wong
Title: Corporate Trust Officer

By: _____
Name: Corentin Leverrier
Title: Manager, Corporate Trust

SCHEDULE "A"
FORM OF DEBENTURE

(INSERT IF BEING ISSUED TO CDS) THIS DEBENTURE IS A GLOBAL DEBENTURE WITHIN THE MEANING OF THE INDENTURE HEREIN REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE THEREOF. THIS DEBENTURE MAY NOT BE TRANSFERRED TO OR EXCHANGED FOR DEBENTURES REGISTERED IN THE NAME OF ANY PERSON OTHER THAN THE DEPOSITORY OR A NOMINEE THEREOF AND NO SUCH TRANSFER MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE TRUST INDENTURE DATED AS OF APRIL 2, 2025 BETWEEN CANADABIS CAPITAL INC. AND COMPUTERSHARE TRUST COMPANY (THE "INDENTURE"). EVERY DEBENTURE AUTHENTICATED AND DELIVERED UPON REGISTRATION OF, TRANSFER OF, OR IN EXCHANGE FOR, OR IN LIEU OF, THIS DEBENTURE SHALL BE A GLOBAL DEBENTURE SUBJECT TO THE FOREGOING, EXCEPT IN SUCH LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO CANADABIS CAPITAL INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF: (i) [THE DISTRIBUTION DATE], AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

WITHOUT PRIOR APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE SECURITIES ISSUABLE UPON CONVERSION THEREOF MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [INSERT DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE].

(INSERT IF BEING ISSUED TO US HOLDERS) THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF CANADABIS CAPITAL INC. (THE "CORPORATION") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY: (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT ("REGULATION S"), (C) IN ACCORDANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (D) PURSUANT TO ANOTHER EXEMPTION OR EXCLUSION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, AND IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS, AFTER, IN THE CASE OF TRANSFERS PURSUANT TO CLAUSE (C)(2) OR (D) (OR IF REQUIRED BY THE CORPORATION, OR ITS TRANSFER AGENT, CLAUSE (B)) ABOVE, THE HOLDER HAS PROVIDED TO THE CORPORATION A LEGAL OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE CORPORATION, TO THE EFFECT THAT THE SALE OF SUCH SECURITIES IS NOT REQUIRED TO BE REGISTERED UNDER THE U.S. SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS.

(INSERT IF BEING ISSUED TO US HOLDERS) THESE SECURITIES MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES.

CUSIP: [●]
ISIN: [●]

No.● $●

CANADABIS CAPITAL INC.

(a corporation incorporated under the laws of the Province of Alberta)

11% UNSECURED CONVERTIBLE DEBENTURES
DUE APRIL 2, 2029

CanadaBis Capital Inc. (the "**Corporation**") for value received hereby acknowledges itself indebted and, subject to the provisions of the debenture indenture (the "**Indenture**") dated as of April 2, 2025 between the Corporation and Computershare Trust Company (the "**Trustee**"), and promises to pay to the registered holder hereof on April 2, 2029 or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture (any such date, the "**Maturity Date**") the principal sum of ● Dollars ($●) in lawful money of Canada on presentation and surrender of this Debenture at the main branch of the Trustee in Calgary, AB, CAnada in accordance with the terms of the Indenture.

Subject, as hereinafter provided, the Corporation further promises to pay interest on the principal amount outstanding from the date hereof, or from the last date on which interest was payable (an "**Interest Payment Date**") to which interest shall have been paid or made available for payment hereon, whichever is later, at the rate of 11% per annum (based on a year of 365 days or 366 days as the case may be) payable quarterly in arrears (less any tax required by law to be deducted). The first interest payment shall fall due on June 30, 2025 and the last such payment to fall due on the Maturity Date, payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate. For certainty, the first interest payment will include interest accrued from and including the date hereof to, but excluding, June 30, 2025. Any payment required to be made on any day that is not a Business Day will be made on the next succeeding Business Day. The record dates for the payment of interest on the Debentures will be the close of business on the fifth Business Day prior to the applicable Interest Payment Date.

Interest hereon shall be payable by cheque mailed by prepaid ordinary mail or by electronic transfer of funds to the registered holder hereof and, subject to the provisions of the Indenture, the mailing of such cheque or electronic transfer of funds, as the case may be, shall, to the extent of the sum represented thereby (plus the amount of any tax withheld), satisfy and discharge all liability for interest on this Debenture. The Corporation may, at its option, elect in its sole discretion, to satisfy its interest payment obligations by issuing and delivering Common Shares in accordance with the Indenture.

This Debenture is one of the 11% Unsecured Convertible Debentures (referred to herein as the "**Debentures**") of the Corporation issued or issuable in one or more series under the provisions of the Indenture. The Debentures authorized for issue immediately are limited to an aggregate principal amount of $5,175,000 in lawful money of Canada. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Debentures are or are to be issued and held and the rights and remedies of the holders of the Debentures and of the Corporation and of the Trustee, all to the same effect as if the provisions of the Indenture were herein set forth to all of which provisions the holder of this Debenture by acceptance hereof assents.

The Debentures are issuable only in denominations of $1,000 and integral multiples thereof. Upon compliance with the provisions of the Indenture, Debentures of any denomination may be exchanged for an equal aggregate principal amount of Debentures in any other authorized denomination or denominations.

Upon and subject to the provisions and conditions of the Indenture, the holder of this Debenture shall have the right, at such holder's option, to convert the whole or any part, which is $1,000 or an integral multiple thereof, of the

principal amount of this Debenture into Common Shares at the Conversion Price in effect on the Date of Conversion, at any time after August 3, 2025 and prior to the Time of Expiry. As of the date hereof, the Conversion Price for the Debentures is $0.10 per Common Share, subject to adjustment in accordance with the provisions of Article 5 of the Indenture. Such right of conversion shall extend only to the maximum number of whole Common Shares into which the aggregate principal amount of the Debenture or Debentures surrendered for conversion at any one time by the holder thereof may be converted. Fractional interests in Common Shares shall be adjusted for in the manner provided in Section 5.5 of the Indenture.

Upon conversion of this Debenture, the holder will receive, in cash or Common Shares in the discretion of the Corporation, all interest which has accrued from and including the last Interest Payment Date to, but excluding, the Date of Conversion and which has not been paid. The Conversion Price applicable to and the Common Shares, securities or other property receivable on the conversion of the Debentures is subject to adjustment pursuant to the provisions of the Indenture.

On or following September 2, 2025 but prior to the Maturity Date, the Corporation shall have the right to either partially or fully redeem the outstanding Debentures as further described in Article 4 of the Indenture. The redemption amount of the Debentures shall be a cash amount equal to 105% of the outstanding principal amount of the Debentures being so redeemed, plus an amount equal to the greater of (i) the accrued and unpaid interest on the Debentures being redeemed; or (ii) six months of interest less the amount of interest previously paid by the Corporation to the Debentureholders in respect of the Debentures being redeemed (the "**Redemption Amount**"). The Debentureholders shall not be entitled to any other bonus, premium or penalty beyond the Redemption Amount. If the Corporation elects to exercise such option, it shall so specify and provide details in the Redemption Notice.

The Debentures are direct, unsecured obligations of the Corporation. The Debentures rank *pari passu* with one another (regardless of their actual date of issue) and, except as prescribed by law, with all other existing and future unsecured indebtedness of the Corporation. The Debentures do not restrict the Corporation or its Subsidiaries from incurring additional indebtedness or from mortgaging, pledging or charging its properties to secure any indebtedness or liabilities, which may rank ahead of the Debentures.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

The Indenture contains provisions making binding upon all holders of Debentures outstanding thereunder (or in certain circumstances specific series of Debentures) resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Debentures outstanding (or specific series), which resolutions or instruments may have the effect of amending the terms of this Debenture or the Indenture.

The Indenture contains provisions disclaiming any personal liability on the part of holders of Common Shares and officers, directors and employees of the Corporation in respect of any obligation or claim arising out of the Indenture or this Debenture.

This Debenture may only be transferred, upon compliance with the conditions prescribed in the Indenture, in the register to be kept at the principal office of the Trustee in Calgary, Alberta and in such other place or places and/or by such other registrars (if any) as the Corporation with the approval of the Trustee may designate. No transfer of this Debenture shall be valid unless made on the register by the registered holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in form and substance satisfactory to the Trustee or other registrar, and upon compliance with such reasonable requirements as the Trustee and/or other registrar may prescribe and upon surrender of this Debenture for cancellation. Thereupon a new Debenture or Debentures in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Debenture shall not become obligatory for any purpose until it shall have been certified by the Trustee under the Indenture.

If any of the provisions of this Debenture are inconsistent with the provisions of the Indenture, the provisions of the Indenture shall take precedence and shall govern. Capitalized words or expressions used in this Debenture shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

The Indenture and this Debenture shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF CANADABIS CAPITAL INC. has caused this Debenture to be signed by its authorized representatives as of the ● day of ●, 2025.

CANADABIS CAPITAL INC.

By: _____

(FORM OF DEBENTURE TRUSTEE'S CERTIFICATE TO DEBENTURE CERTIFICATE)

Certification Date:

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: _____
(Authorized Officer)

(FORM OF REGISTRATION PANEL)

Date of Registration	In Whose Name Registered	Signature of Debenture Trustee or Registrar

SCHEDULE "B"
FORM OF TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____, whose address and social insurance number, if applicable, are set forth below, this Debenture (or $● principal amount hereof*) of **CANADABIS CAPITAL INC.** (the "**Corporation**") standing in the name(s) of the undersigned in the register maintained by the Corporation with respect to such Debenture and does hereby irrevocably authorize and direct the Trustee to transfer such Debenture in such register, with full power of substitution in the premises.

Dated:_____

Address of Transferee: _____
(Street Address, City, Province and Postal Code)

Social Insurance Number of Transferee, if applicable: _____

*If less than the full principal amount of the within Debenture is to be transferred, indicate in the space provided the principal amount (which must be $1,000 or an integral multiple thereof) to be transferred.

1. The registered holder of these Debentures is responsible for the payment of any documentary, stamp or other transfer taxes that may be payable in respect of the transfer of these Debentures.

2. If the proposed transfer is to a person in the United States, the undersigned hereby represents, warrants and certifies that the transfer of such securities is being completed pursuant to an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws, in which case the undersigned has furnished to the Corporation and the Trustee an opinion of counsel of recognized standing or other evidence in form and substance reasonably satisfactory to the Corporation and the Trustee to such effect.

   ☐ If transfer is to a person in the United States, check this box.

DATED this ____ day of _____, 20_____.

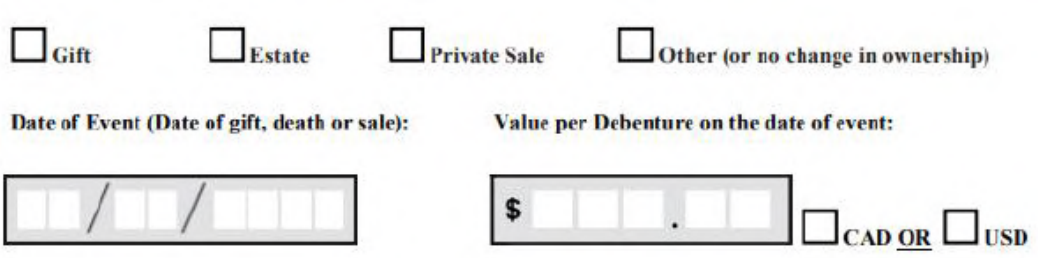
SPACE FOR GUARANTEES OF SIGNATURES (BELOW)

_____
Signature of Transferor

_____
Name of Transferor

_____
Guarantor's Signature/Stamp

REASON FOR TRANSFER – For US Citizens or Residents only (where the individual(s) or corporation receiving the securities is a US citizen or resident). Please select only one (see instructions below).



CERTAIN REQUIREMENTS RELATING TO TRANSFERS – READ CAREFULLY

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. All securityholders or a legally authorized representative must sign this form. The signature(s) on this form must be guaranteed in accordance with the transfer agent's then-current guidelines and requirements at the time of transfer. Notarized or witnessed signatures are not acceptable as guaranteed signatures. As at the time of closing, you may choose one of the following methods (although subject to change in accordance with industry practice and standards):

- **Canada and the USA**: A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Many commercial banks, savings banks, credit unions, and all broker dealers participate in a Medallion Signature Guarantee Program. The Guarantor must affix a stamp bearing the actual words "**Medallion Guaranteed**", with the correct prefix covering the face value of the certificate.
- Canada: A Medallion Signature Guarantee with the correct prefix covering the face value of the certificate.
- Outside North America: For holders located outside North America, present the certificates(s) and/or document(s) that require a guarantee to a local financial institution that has a corresponding Canadian or American affiliate which is a member of an acceptable Medallion Signature Guarantee Program. The corresponding affiliate will arrange for the signature to be over-guaranteed.

OR

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. The signature(s) on this form must be guaranteed by a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED", "MEDALLION GUARANTEED" OR "SIGNATURE & AUTHORITY TO SIGN GUARANTEE", all in accordance with the transfer agent's then current guidelines and requirements at the time of transfer. For corporate holders, corporate signing resolutions, including certificate of incumbency, will also be required to accompany the transfer with a "MEDALLION GUARANTEED" Stamp affixed to the Form of Transfer, with the correct prefix covering the face value of the certificate.

REASON FOR TRANSFER – FOR US CITIZENS OR RESIDENTS ONLY

Consistent with U.S. IRS regulations, the Trustee is required to request cost basis information from U.S. securityholders. Please indicate the reason for requesting the transfer as well as the date of event relating to the reason. The event date is not the day in which the transfer is finalized but, rather, the date of the event which led to the transfer request (i.e. date of gift, date of death of the securityholder, or the date the private sale took place).

SCHEDULE "C"
FORM OF NOTICE OF CONVERSION

NOTICE OF CONVERSION

TO: Computershare Trust Company of Canada

AND TO: CanadaBis Capital Inc. (the "**Corporation**")

Note: All capitalized terms used herein have the meaning ascribed thereto in the Indenture mentioned below, unless otherwise indicated.

The undersigned registered holder of 11%% Unsecured Convertible Debentures bearing Certificate No. ● irrevocably elects to convert such Debentures (or $_____ principal amount thereof*) in accordance with the terms of the debenture indenture (the "**Indenture**") dated as of April 2, 2025 between CanadaBis Capital Inc. and Computershare Trust Company of Canada referred to in such Debentures and tenders herewith the Debentures, and, if applicable, directs that the Common Shares of the Corporation issuable upon a conversion be issued and delivered to the Person indicated below. The undersigned registered holder hereby acknowledges by their signature below that, pursuant to the terms of the Indenture, the Corporation has the option to pay all accrued and unpaid interest under such Debentures being converted hereunder through the issuance and delivery of Common Shares by dividing such accrued and unpaid interest amount by the Conversion Price as of the Conversion Date. (If Common Shares are to be issued in the name of a Person other than the holder, all requisite transfer taxes must be tendered by the undersigned).

Dated: _____ _____
(Signature of Registered Holder)

*If less than the full principal amount of the Debentures, indicate in the space provided above the principal amount (which must be $1,000 or integral multiples thereof or such other amount as may be determined by the Corporation).

Notes:

(1) If Common Shares are to be issued in the name of a Person other than the holder, the signature must be guaranteed by a chartered bank or by a member of an acceptable Medallion Guarantee Program. The Guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

(2) Unless otherwise directed by the Corporation, any Common Shares issuable upon conversion of Debentures bearing a legend as set out in the Indenture, will be issued bearing the appropriate legend.

(Print name in which Common Shares are to be issued, delivered and registered)

Name: _____

_____
(Address)

_____
(City, Province and Postal Code)

Name of guarantor: _____

Authorized signature: _____

SCHEDULE "D"
FORM OF REDEMPTION NOTICE

CANADABIS CAPITAL INC.

11% UNSECURED CONVERTIBLE DEBENTURE
DUE ON ●, 2029

REDEMPTION NOTICE

To: Holders of 11% Unsecured Convertible Debentures (the "**Debentures**") of CanadaBis Capital Inc. (the "**Corporation**")

Note: All capitalized terms used herein have the meaning ascribed thereto in the Indenture mentioned below, unless otherwise indicated.

Notice is hereby given pursuant to Section 4.3 of the debenture indenture (the "**Indenture**") dated as of April 2, 2025 between the Corporation and Computershare Trust Company of Canada, as trustee (the "**Trustee**"), that the aggregate principal amount of $● of the $● of Debentures outstanding will be redeemed as of ● (the "**Redemption Date**"), upon payment of a redemption amount of $● for each $1,000 principal amount of Debentures, being equal to $● (the "**Redemption Amount**").

The Redemption Price will be payable upon presentation and surrender of the Debentures called for redemption at the following corporate trust office:

COMPUTERSHARE TRUST COMPANY OF CANADA
800, 324-8th Avenue SW
Calgary, Alberta
T2P 2Z2
Attention: Manager, Corporate Trust

The interest upon the principal amount of Debentures called for redemption shall cease to be payable from and after the Redemption Date, unless payment of the Redemption Amount shall not be made on presentation for surrender of such Debentures at the above-mentioned corporate trust office on or after the Redemption Date or prior to the setting aside of the Redemption Amount pursuant to the Indenture.

DATED: _____

CANADABIS CAPITAL INC.

_____
(Authorized Director or Officer of CanadaBis Capital Inc.)

AGENCY AGREEMENT

April 2, 2025

CanadaBis Capital Inc.
255C Clearview Drive
Red Deer, AB T4E 3B6

Attention: Travis McIntyre, President, Chief Executive Officer and Director

Dear Sir:

Research Capital Corporation (the "**Agent**"), understands that CanadaBis Capital Inc. (the "**Corporation**") proposes to issue and sell up to 4,500 11.0% unsecured convertible debentures of the Corporation (the "**Debentures**") at a price of $1,000 per Debenture for aggregate gross proceeds of up to $4,500,000, subject to the terms and conditions set out below. In addition, the Corporation hereby grants the Agent an option (the "**Agent's Option**") to increase the size of the Offering by up to an additional 675 Debentures (the "**Additional Debentures**") for additional gross proceeds of up to $675,000. The Agent's Option is exercisable at any time up to 48 hours prior to the final Closing Date (as hereinafter defined). The Debentures and the Additional Debentures are collectively referred to herein as the "**Debentures**" and each, individually, a "**Debenture**". The offer and sale of the Debentures and the Additional Debentures, if any, are collectively referred to as the "**Offering**".

Upon and subject to the terms and conditions set forth herein, the Corporation hereby appoints the Agent, and the Agent hereby agrees to act, as agent to the Corporation to effect the Offering on a commercially reasonable efforts agency basis, without underwriter liability, to Purchasers (as hereinafter defined) in the Designated Provinces (as hereinafter defined) and those other jurisdictions outside Canada and the United States consented to by the Corporation where the Debentures may be lawfully sold pursuant to the terms and conditions hereof (the "**Selling Jurisdictions**").

The Debentures shall bear interest at a rate of 11.0% per annum, payable quarterly in arrears (each, an "**Interest Payment Date**"), maturing 48 months from the initial Closing Date (the "**Maturity Date**"). The principal amount of the Debentures is convertible, at the option of the holder, into common shares of the Corporation (each a "**Principal Share**") at a conversion price equal to $0.10 per Principal Share (the "**Conversion Price**") at any time following the date that is four (4) months and a day after the applicable Closing Date until the close of business on the earlier of: (i) the Maturity Date; and (ii) the Business Day (as hereinafter defined) immediately preceding the date fixed for redemption of the Debentures by the Corporation, if any. Subject to the prior approval of the TSXV (as hereinafter defined), the Corporation shall have the option, in its sole discretion, to satisfy the accrued and unpaid interest on the then outstanding Convertible Debentures through the issuance of common shares of the Corporation (each an "**Interest Share**" and together with the Principal Shares, the "**Debenture Shares**") at the Current Market Price (as hereinafter defined) on the Applicable Interest Payment Date (the "**Interest Conversion Right**"). The Interest Conversion Right will be exercisable by the Corporation by providing notice to the holders of Debentures by way of news release not less than ten (10) days prior to the applicable Interest Payment Date, whereupon the Corporation will issue Interest Shares in satisfaction of such converted interest within ten (10) days of such Interest Payment Date. If the Corporation fails to issue the Interest Shares within ten (10) days of the Interest Payment Date, such accrued interest owing as at such Interest Payment Date shall be due and payable in immediately available funds.

The Debentures shall be duly and validly created and issued pursuant to, and governed by, a debenture indenture dated as of the Closing Date of the first tranche (the "**Debenture Indenture**") to be entered into between Computershare Trust Company (the "**Debenture Trustee**"), in its capacity as debenture trustee thereunder, and the Corporation. The description of the Debentures herein is a summary only and is subject to the specific attributes and detailed provisions of the Debentures to be set forth in the Debenture Indenture. In the case of any inconsistency between the description of the Debentures in this Agreement and the terms of the Debentures as set forth in the Debenture Indenture, the provisions of the Debenture Indenture shall govern.

The Agent shall be entitled to appoint a soliciting dealer group consisting of other registered dealers subject to acceptance by the Corporation (each, a "**Selling Firm**") as its agents to assist in the Offering. Any fee payable to such dealer(s) shall be for the account of the Agent and shall be negotiated between the Agent and the Selling Firm(s). For further clarity, no additional compensation shall be payable by the Corporation to the Agent other than as set forth in this Agreement.

The Corporation has included certain Purchasers as identified by the Corporation on a president's list (the "**President's List**"). The parties hereto acknowledge that the Agent shall not be obligated, and may, in its sole discretion, acting reasonably, refuse to participate in any subscription for Debentures by any Purchaser on the President's List. It is acknowledged by the parties that certain purchasers of Debentures (including certain Purchasers on the President's List) will settle directly with the Corporation on a non-brokered basis (the "**Direct Settlement Purchasers**"). The Corporation acknowledges and agrees that (i) the Agent shall not be required to conduct a suitability review in respect of sales of Debentures to Direct Settlement Purchasers; (ii) the Agent does not and will not have any liability whatsoever to the Corporation or to Direct Settlement Purchasers with respect to sales of Debentures to Direct Settlement Purchasers; and (iii) the indemnity set out in Section 10 shall apply in respect of all sales of Debentures to Direct Settlement Purchasers.

In consideration of the services to be rendered by the Agent hereunder and all other matters in connection with the offer and issue and sale of the Debentures, the Corporation shall, subject to the provisions hereof, pay to the Agent: (a) a commission (the "**Commission**") equal to: (i) 3.0% of the aggregate gross proceeds of the Offering from Purchasers on the President's List (excluding any Direct Settlement Purchasers on the President's List); and (ii) 6.0% of the aggregate gross proceeds of the Offering in respect of all other Purchasers; and (b) an advisory fee for advisory services provided to the Corporation in connection with the Offering, in the amount set forth in the Advisory Agreement (as hereinafter defined) (the "**Advisory Fee**"). Each of the Commission and the Advisory Fee will be payable by the Corporation on each Closing Date. Each of the Commission and Advisory Fee is payable in cash and shall be made by way of deduction from the aggregate gross proceeds of the Offering on each Closing Date derived from the sale of Debentures to Purchasers and shall be fully earned by the Agent at that time.

As additional compensation for the services to be rendered by the Agent hereunder, the Corporation will issue to the Agent (or any Selling Firms(s) engaged by the Agent in amounts as determined by the Agent): (a) advisory warrants, as set forth in the Advisory Agreement (the "**Advisory Warrants**"); and (b) that number of broker warrants (the "**Broker Warrants**" and together with the Advisory Warrants, "**Compensation Warrants**") as is equal to: (i) 3.0% of the gross proceeds of the Offering from Purchasers on the President's List (excluding any Direct Settlement Purchasers on the President's List); and (ii) 6.0% of the gross proceeds of the Offering in respect of all other Purchasers divided by the Conversion Price. Each Compensation Warrant will be exercisable to acquire one common share of the Corporation (each, an "**Compensation Warrant Share**") at an exercise price equal to the Conversion Price at any time before 5:00 p.m. (Toronto time) on the date that is 48 months following the applicable Closing Date.

The parties acknowledge and agree that none of the Debentures, Debenture Shares, Compensation Warrants and Compensation Warrant Shares (collectively, the "**Securities**") have been or will be registered under the U.S. Securities Act (as hereinafter defined) or under the Securities Laws (as hereinafter defined) of any state of the United States.

DEFINITIONS

In this Agreement, in addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the following meanings:

"**ABCA**" means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder

"**Additional Debentures**" shall have the meaning ascribed to it above;

"**Advisory Agreement**" means the advisory agreement dated as of April 2, 2025 between the Corporation and the Agent;

"**Advisory Fee**" shall have the meaning ascribed to it above;

"**Advisory Warrants**" shall have the meaning ascribed to it above;

"**affiliate**", "**associate**", "**distribution**", "**misrepresentation**", "**material fact**" and "**material change**", shall have the respective meanings ascribed thereto in the *Securities Act* (Ontario);

"**Agreement**" means this agreement between the Agent and the Corporation dated as of the date hereof, including all schedules hereto, as amended or supplemented from time to time;

"**Agent**" shall have the meaning ascribed to it above;

"**Agent's Option**" shall have the meaning ascribed to it above;

"**Anti-Terrorism Laws**" shall have the meaning ascribed thereto in subsection 3(eee);

"**Arrangement**" means the arrangement under the provisions of Section 193 of the ABCA, on the terms and conditions set forth in the Arrangement Agreement and in the Plan of Arrangement as supplemented, modified or amended in accordance with the provisions of the Arrangement Agreement and the Plan of Arrangement, or amended or made at the direction of the Court of King's Bench of Alberta in its final order pursuant to subsection 193(9) of the ABCA, with the consent of the Corporation and Simply Solventless Concentrates Ltd.;

"**Arrangement Agreement**" means the arrangement agreement dated March 11, 2025, between Simply Solventless Concentrates Ltd. and the Corporation (including the schedules) as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Assets and Properties**" with respect to any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person, including, for greater certainty, all real property interests and leaseholds; buildings and facilities; equipment and other tangible assets used in connection with retail, lifestyle products, cultivation, and processing and extraction operations; inventory (including cannabis in all stages of growth, packaged products, lifestyle goods, and related packaging and promotional materials); biological assets; Intellectual Property; licenses, permits, and regulatory approvals relating to cannabis operations issued by Health Canada or other applicable authorities; software and technology systems; contracts and customer relationships; books and records; and all other assets and rights used in or relating to the operation of a cannabis business;

"**Authorizations**" shall have the meaning ascribed there in subsection 3(mm) of this Agreement;

"**Broker Warrants**" shall have the meaning ascribed to it above;

"**Business**" means the business of the Corporation and the Subsidiary and includes all activities directly or indirectly planned for, undertaken, completed and analysed by the Corporation, including any activities ancillary thereto;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in Toronto, Ontario;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Change of Control**" shall have the meaning ascribed to it in the Debenture Indenture;

"**Claim**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

"**Closing**" means the issuance, delivery and sale of the Debentures on a Closing Date in accordance with the terms and conditions of this Agreement;

"**Closing Date**" means the date of a Closing;

"**Closing Time**" means 10:00 a.m. (Toronto time) on the applicable Closing Date, or such other time on such Closing Date as agreed to between the Agent and the Corporation;

"**Commission**" shall have the meaning ascribed to it above;

"**Compensation Warrants**" shall have the meaning ascribed to it above;

"**Compensation Warrant Certificates**" means the certificates representing the Compensation Warrants;

"**Compensation Warrant Share**" shall have the meaning ascribed to it above;

"**Common Shares**" means the common shares in the capital of the Corporation, which the Corporation is authorized to issue as constituted on the date hereof;

"**Contracts**" means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, loan documents, security documents, indentures, trust deeds, mortgages and notes to which the Corporation or the Subsidiary is a party or otherwise bound or to which any business, operations, property or assets of the Corporation or the Subsidiary are subject;

"**Conversion Price**" shall have the meaning ascribed to it above;

"**Corporation**" shall have the meaning ascribed to it above;

"**Corporation's Auditors**" means BDO Canada LLP or such other firm of chartered accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation;

"**Current Market Price**" means the VWAP of the Common Shares on the TSXV for the 5 consecutive Trading Days ending on the date this is five Trading Days preceding the date of the applicable event (or, if the Common Shares are not listed thereon, on such stock exchange on which the Common Shares are listed

as may be selected for such purpose by the board of directors of the Corporation, or if the Common Shares are not listed on any stock exchange, on the over-the-counter market, or if the Common Shares are listed on more than one stock exchange and are not listed on the TSXV, the "**Current Market Price**" shall be calculated on the stock exchange on which the volume of transactions of Common Shares was the highest during such 5 consecutive Trading Days; provided further that if the Common Shares are not then listed on any stock exchange or traded on any over-the-counter market, the Current Market Price shall be the fair market value of the Common Shares as at such date as determined by an independent nationally-recognized investment dealer selected by the Corporation). The volume-weighted average trading price shall be determined by dividing the aggregate sale price of all Common Shares sold on the said exchange or market, as the case may be, during the said 5 consecutive Trading Days by the total number of Common Shares so sold;

"**Debenture Indenture**" shall have the meaning ascribed to it above;

"**Debenture Share**" shall have the meaning ascribed to it above;

"**Debenture Trustee**" shall have the meaning ascribed to it above;

"**Debentures**" shall have the meaning ascribed to it above;

"**Designated Provinces**" means, collectively, each of the provinces of Canada;

"**Disclosure Documents**" means, collectively, all of the documentation which has been disclosed by the Corporation to the public or filed by or on behalf of the Corporation with the relevant Securities Regulators pursuant to applicable Securities Laws and which are publicly available;

"**Due Diligence Materials**" means the materials relating to the Corporation and the Subsidiary provided by the Corporation to the Agent and the Agent's counsel in connection with the Offering;

"**Employee Plans**" shall have the meaning ascribed thereto in subsection 3(vv);

"**Engagement Letter**" means the letter agreement dated as of March 11, 2025 between the Corporation and the Agent relating to the Offering, as amended on March 21, 2025;

"**Environmental Laws**" means all applicable federal, provincial, state, local, municipal or foreign statute, law, rule, regulation, ordinance, code, legally binding policy or rule of common law or civil law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of Hazardous Materials or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials;

"**Environmental Permits**" includes all orders, permits, certificates, approvals, consents, registrations and licences issued by any authority of competent jurisdiction under any Environmental Laws;

"**Executive Order**" shall have the meaning ascribed thereto in subsection 3(eee);

"**Expiry Time**" shall have the meaning ascribed to it above;

"**Financial Statements**" shall have the meaning ascribed thereto in subsection 3(gg);

"**Foreign Issuer**" means "foreign issuer" as that term is defined in Rule 902(e) of Regulation S;

"**Governmental Authority**" means any governmental authority and includes, without limitation, any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

"**Hazardous Materials**" has the meaning ascribed thereto in subsection 3(ddd);

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

"**Indemnified Party**" shall have the meaning ascribed thereto in Section 10;

"**Intellectual Property**" means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, genetic strains, drug identification numbers (and equivalents in jurisdictions other than Canada), know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever:

"**Interest Conversion Right**" shall have the meaning ascribed to it above;

"**Interest Payment Date**" shall have the meaning ascribed to it above;

"**Interest Share**" shall have the meaning ascribed to it above;

"**knowledge**" means, as it pertains to the Corporation, the actual knowledge of Travis McIntyre, Chief Executive Officer and director of the Corporation, and Shane Chana, interim Chief Financial Officer of the Corporation, as at the date of this Agreement, after due inquiry into the relevant subject matter;

"**Laws**" means all laws, statutes, by-laws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Governmental Authority applicable to the Corporation and its Subsidiary;

"**Material Adverse Effect**" means the effect resulting from any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations or prospects of the Corporation or the Subsidiary on a consolidated basis;

"**Maturity Date**" shall have the meaning ascribed to it above;

"**NI 45-102**" means National Instrument 45-102 – *Resale of Securities*;

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"**Direct Settlement Purchasers**" shall have the meaning ascribed to it above;

"**OFAC**" shall have the meaning ascribed thereto in subsection 3(eee);

"**Offering**" shall have the meaning ascribed to it above;

"**Owned IP**" shall have the meaning ascribed thereto in subsection 3(nn);

"**Person**" shall be broadly interpreted and shall include any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

"**President's List**" shall have the meaning ascribed to it above;

"**Plan of Arrangement**" means the plan of arrangement under the ABCA substantially in the form set forth in Schedule "B" to the Arrangement Agreement, as such plan of arrangement may be amended or supplemented from time to time in accordance with the terms thereof;

"**Principal Share**" shall have the meaning ascribed to it above;

"**Purchaser**" means a Person (which may include an Agent) who, as purchaser, acquires Debentures by duly completing, executing and delivering a Subscription Agreement, which is accepted by the Corporation;

"**Regulation S**" means Regulation S as promulgated by the SEC under the U.S. Securities Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Securities**" shall have the meaning ascribed to it above;

"**Securities Laws**" means, as applicable, all applicable securities Laws in each of the Selling Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

"**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in the Selling Jurisdictions, including but not limited to, the TSXV;

"**Selling Jurisdictions**" shall have the meaning ascribed to it above;

"**Subscription Agreements**" means, collectively, the subscription agreements in the form agreed to by the Agent and the Corporation pursuant to which Purchasers agree to subscribe for and purchase Debentures as contemplated herein and shall include, for greater certainty, all schedules and exhibits thereto;

"**Subsidiary**" means the indirect wholly-owned subsidiary of the Corporation, being 1998643 Alberta Ltd., a corporation existing under the ABCA, which the Corporation has identified as its only material subsidiary;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;

"**Tax Act**" means the *Income Tax Act* (Canada) and all rules and regulations made pursuant thereto, all as may be amended, re-enacted or replaced from time to time and any proposed amendments thereto announced publicly from time to time;

"**Taxes**" shall have the meaning ascribed thereto in subsection 3(y);

"**Trading Day**" means, with respect to the TSXV or other market for securities, any day on which such exchange or market is open for trading or quotation;

"**Transaction Documents**" means, collectively, this Agreement, the Subscription Agreements, any certificates representing the Debentures, the Debenture Indenture and the Compensation Warrant Certificates;

"**Transfer Agent**" means Computershare Trust Company of Canada, in its capacity as transfer agent and registrar of the Corporation at its principal offices in the City of Calgary, Alberta;

"**TSXV**" means the TSX Venture Exchange;

"**Underlying Shares**" means, collectively, the Principal Shares issuable upon conversion of the Debentures, any Interest Shares issued upon exercise of the Interest Conversion Right and the Compensation Warrant Shares issuable upon exercise of the Compensation Warrants;

"**United States**" means the United States of America, its territories and possessions and any State of the United States and the District of Columbia;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended; and

"**VWAP**" means the per share volume weighted average trading price of the Common Shares for the applicable period.

TERMS AND CONDITIONS

1. (a) **Sale on Exempt Basis.** The Agent shall use commercially reasonable efforts to arrange for the purchase of the Debentures which comprise the Offering:

(i) in the Designated Provinces on a private placement basis in compliance with applicable Securities Laws; and

(ii) in such other jurisdictions, as may be agreed upon between the Corporation and the Agent, on a private placement basis in compliance with all applicable Securities Laws of such jurisdictions and provided that no prospectus, registration statement or similar document is required to be filed in such jurisdictions, no registration or similar requirement would apply with respect to the Corporation in such other jurisdictions and the Corporation does not thereafter become subject to on-going continuous disclosure obligations in such other jurisdictions.

(b) **Filings.** The Corporation undertakes to file or cause to be filed all forms or undertakings required to be filed by the Corporation in connection with the purchase and sale of the Debentures so that the distribution of the Debentures may lawfully occur without the necessity of filing a prospectus, a registration statement or an offering memorandum in Canada, the United States or elsewhere (but on terms that will permit any Securities acquired by the Purchasers and the Agent to be issued to such Purchasers and the Agent subject to, and in compliance with, applicable hold periods and other restrictions under applicable Securities Laws) and the Agent undertakes to assist the Corporation and to use commercially reasonable efforts to cause Purchasers under the Offering to complete any forms required by applicable Securities

Laws and by the TSXV in respect of such distribution. All fees payable in connection with such filings shall be at the expense of the Corporation.

(c) **Offering Memorandum.** Neither the Corporation nor the Agent shall: (i) provide to prospective Purchasers any document or other material or information that would constitute an offering memorandum within the meaning of Securities Laws; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Debentures, including, but not limited to, causing the sale of the Debentures to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Debentures whose attendees have been invited by general solicitation or advertising.

2. **Covenants.** The Corporation hereby covenants to the Agent and to the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the Offering, that the Corporation shall:

(a) allow the Agent and its respective representatives to conduct all due diligence investigations regarding the Corporation and the Subsidiary that the Agent may reasonably require to be conducted up to and prior to each Closing Date;

(b) for a period of 36 months following the initial Closing Date, use its commercially reasonable efforts to remain a corporation validly subsisting under the ABCA or such other jurisdiction into which the Corporation may be continued, licensed, registered or qualified as an extra-provincial or foreign corporation in all jurisdictions where the nature of the activities conducted by it makes such licensing, registration or qualification necessary and shall carry on its business in the ordinary course and in compliance in all material respects with all applicable Laws, rules and regulations of each such jurisdiction, provided that the foregoing is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation and that this covenant shall not prevent the Corporation from completing the Arrangement;

(c) for a period of 36 months following the initial Closing Date, use commercially reasonable efforts to maintain its status as a "reporting issuer" under the Securities Laws of the Provinces of Prince Edward Island, Saskatchewan, Nova Scotia, Newfoundland and Labrador, New Brunswick, Manitoba, Alberta, Ontario and British Columbia not in default of any requirement of such Securities Laws, provided that this covenant shall not prevent the Corporation from completing any transaction (including the Arrangement) which would result in the Corporation ceasing to be a "reporting issuer" so long as the holders of Common Shares receive securities of an entity which is listed on a recognized stock exchange in Canada or the United States or cash, and the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSXV, if applicable, (or such other applicable stock exchange upon which the Common Shares are listed or quoted);

(d) for a period of 36 months following the initial Closing Date, use commercially reasonable efforts to maintain the listing of the Common Shares on the TSXV (including for greater certainty, the Debenture Shares, and Compensation Warrant Shares if and when issued) or any other recognized stock exchange or quotation system, provided that this covenant shall not prevent the Corporation from completing any transaction (including the Arrangement) which would result in the Common Shares ceasing to be listed so long as the holders of Common Shares receive securities of an entity which is listed on a recognized stock

exchange in Canada or the United States or cash, and the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSXV, if applicable, (or such other applicable stock exchange upon which the Common Shares are listed or quoted);

(e) duly execute and deliver the Subscription Agreements (which the Corporation has determined to accept provided that such Subscription Agreements have been duly completed and executed by the Purchasers). In connection with executing and delivering such Subscription Agreements, the Corporation shall execute and deliver any certificates representing the Debentures issued pursuant to such Subscription Agreements at the Closing Time, and comply with and satisfy all terms, conditions and covenants therein and herein contained to be complied with or satisfied by the Corporation, at or prior to the Closing Time;

(f) from the date hereof until 120 days following the initial Closing Date, not issue any additional equity or quasi-equity securities without prior written consent of the Agent, such consent not to be unreasonably withheld, except in conjunction with: (i) the grant or exercise of stock options and other similar issuances pursuant to incentive plans of the Corporation in effect at such time and other share compensation arrangements in effect as of the initial Closing Date; (ii) warrants, options and other convertible securities of the Corporation outstanding on the initial Closing Date; (iii) obligations in respect of agreements existing on the initial Closing Date; (iv) the issuance of securities in connection with bona fide property or share acquisitions in the normal course of business; (v) the issuance of securities as full or partial consideration for any share or asset acquisitions by the Company or any of its subsidiaries; and (vi) shares for services and shares for debt transactions completed before or after the initial Closing Date;

(g) on or before the initial Closing Date, cause each of the directors and officers holding Common Shares of the Corporation to execute a lock-up agreement for a period of 120 days following the initial Closing Date in a form acceptable to the Agent, acting reasonably;

(h) use commercially reasonable efforts to fulfil or cause to be fulfilled, at or prior to the Closing Time, each of the conditions required to be fulfilled by it set out in Section 6;

(i) ensure that, as at the Closing Time, the Debentures shall be authorized, validly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement, the Subscription Agreements and the Debenture Indenture;

(j) ensure that, as at the Closing Time, the Compensation Warrants shall be authorized, validly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Compensation Warrant Certificates, as applicable;

(k) ensure that, upon issuance thereof and payment therefor, the Underlying Shares will be duly issued as fully paid and non-assessable shares in the capital of the Corporation;

(l) ensure that, at all times prior to the Maturity Date, a sufficient number of Principal Shares are allotted and reserved for issuance upon the conversion of the Debentures in accordance with their terms;

(m) ensure that, at all times prior to the expiry of the Compensation Warrants, a sufficient number of Compensation Warrant Shares are allotted and reserved for issuance upon the due exercise of the Compensation Warrants in accordance with their terms;

(n) execute and file with the Securities Regulators all forms, notices and certificates relating to the Offering required to be filed pursuant to the Securities Laws in the time required by applicable Securities Laws, including, for greater certainty, all forms, notices and certificates set forth in the opinions delivered to the Agent pursuant to this Agreement required to be filed by the Corporation;

(o) will endeavour to apply the net proceeds of the Offering in the manner set forth in the Engagement Letter;

(p) immediately issue a news release upon the Corporation determining to exercise the Interest Conversion Right in respect of any interest payment coming due under the Debentures which shall serve as a notice the holders of Debentures and in no event shall such new release be issued less than ten (10) days prior to the applicable Interest Payment Date as contemplated in this Agreement and the Debenture Indenture;

(q) take all necessary corporate action to validly issue the Interest Shares upon the exercise of the Interest Conversion Right, such that the Interest Shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(r) (i) subject to applicable Law, obtain the prior approval of the Agent, acting reasonably, as to the content and form of any press release relating to the Offering, such press release to include the following or substantially similar legend: "NOT FOR DISTRIBUTION TO UNITED STATES NEWSWIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES" and (ii) a disclaimer to the following effect "The securities offered have not been registered under the United States Securities Act of 1933, as amended, or any state securities law, and may not be offered or sold in the United States absent registration or an exemption from such registration requirements. This press release shall not constitute an offer to sell or the solicitation of an offer to buy in the United States nor shall there by any sale of the securities in any State in which such offer, solicitation or sale would be unlawful";

(s) use its reasonable commercial efforts to maintain the Transfer Agent or a substituted transfer agent and registrar in respect of the Common Shares;

(t) use its reasonable commercial efforts to maintain the Debenture Trustee or a substituted debenture trustee in respect of the Debentures until the Maturity Date;

(u) comply with all the covenants of the Corporation as set out in each of the Debenture Indenture;

(v) ensure that upon their respective dates of issuance, the Underlying Shares, if and when issued, are listed and posted for trading on the TSXV;

(w) use its reasonable commercial efforts (including, without limitation, making application to the Securities Regulators for all consents, orders and approvals necessary) to ensure that the Securities will not be subject to any Canadian statutory restricted period (subject to any control person distribution restrictions) applicable to the holders thereof beyond four months following the applicable Closing Date pursuant to NI 45-102;

(x) not have taken any action nor will take any action that would cause the exemptions from the prospectus requirements afforded by the Securities Laws to be unavailable for offers and sales of the Debentures pursuant to this Agreement or for the conversion of the Debentures or the issuance of the Interest Shares or for the exercise of the Compensation Warrants; and

(y) ensure that in conducting its business and operations, (i) it and its Subsidiary will maintain all material Authorizations required from any Governmental Authority having jurisdiction to the extent necessary for the Corporation and the Subsidiary to conduct the business as it is currently conducted; (ii) it and its Subsidiary will comply with the terms and conditions of all such Authorizations; and (iii) it and its Subsidiary shall use commercially reasonable efforts to ensure that all of such Authorizations will be valid and in full force and effect as required from time to time.

3. **Representations and Warranties of the Corporation.** The Corporation represents and warrants to the Agent and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the Offering, that:

(a) each of the Corporation and the Subsidiary is a corporation duly incorporated, or formed, and organized and is validly existing under the laws of the jurisdiction in which it was incorporated, formed, amalgamated or continued, as the case may be and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Corporation or the Subsidiary;

(b) each of the Corporation and the Subsidiary is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its Assets and Properties requires such qualification and has all requisite corporate power and authority to conduct its business and own, lease and operate its Assets and Properties and to execute, deliver and perform its obligations under the Transaction Documents and any other document, filing, instrument or agreement delivered in connection with the Offering;

(c) other than its direct and indirect subsidiaries, being Stigma Pharmaceuticals Inc., 1998643 Alberta Ltd., Full Spectrum Labs Ltd., 2103157 Alberta Ltd., and Goldstream Cannabis Inc. (collectively, the "**Subsidiaries**"), the Corporation has no other subsidiaries. The Corporation further confirms that it does not have any investment or proposed investment in any Person that would be material to the business and affairs of the Corporation on a consolidated basis.

(d) Other than with respect to Goldstream Cannabis Inc., of which the Corporation holds 95% of the outstanding securities, the Corporation directly owns all of the issued and outstanding securities of the Subsidiaries, all of the issued and outstanding securities of the

Subsidiaries are issued as fully paid and non-assessable securities, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Corporation or the Subsidiaries of any interest in any of the securities or other interests in the capital of the Subsidiaries;

(e) the Corporation and the Subsidiary conducts and has been conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which its business is carried on or in which its services are provided and neither the Corporation nor the Subsidiary has received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Laws, and is not in breach or violation of any judgment, order or decree of any Governmental Authority having jurisdiction over the Corporation or the Subsidiary, as applicable;

(f) (i) the Corporation and the Subsidiary, as applicable, have good and valid title to, all of the material Assets and Properties thereof as described in the Disclosure Documents, including all material Contracts, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever other than those described in the Disclosure Documents and Due Diligence Materials and no other material Assets or Properties are necessary for the conduct of the business of the Corporation or the Subsidiary as currently conducted and as presently proposed to be conducted, (ii) the Corporation does not have knowledge of any claim or the basis for any claim that would reasonably be expected to materially and adversely affect the right of the Corporation or the Subsidiary to use, transfer or otherwise exploit such material Assets and Properties, and (iii) other than in the ordinary course of business, neither the Corporation nor the Subsidiary has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any Person with respect to such material Assets and Properties;

(g) the Corporation is a reporting issuer under the Securities Laws of the Provinces of Prince Edward Island, Saskatchewan, Nova Scotia, Newfoundland and Labrador, New Brunswick, Manitoba, Alberta, Ontario and British Columbia and is not in default of any requirement of such Securities Laws in any material respect and the Corporation is not included on a list of defaulting reporting issuers maintained by the Securities Regulators or other securities regulatory authorities of such Provinces;

(h) the Common Shares are listed and posted for trading on the TSXV;

(i) at the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under applicable Securities Laws and the rules, policies and regulations of the TSXV necessary for the execution and delivery of Transaction Documents and the consummation of the transactions contemplated thereby, including for the listing and posting for trading of the Underlying Shares (other than the Interest Shares) on the TSXV upon the issuance thereof, will have been made or obtained, as applicable (other than the filing of reports required under applicable Securities Laws within the prescribed time periods and the filing of standard documents with the TSXV, which documents shall be filed as soon as practicable after the applicable Closing Date and, in any event, within 10 Business Days of the applicable Closing Date) or within such other deadline imposed by applicable Securities Laws or the TSXV;

(j) the execution and delivery of each of the Transaction Documents and the performance by the Corporation of its obligations thereunder, including the issue and sale of the Debentures and the issue of the Compensation Warrants, respectively, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (i) any statute, rule or regulation applicable to the Corporation, including, without limitation, the Securities Laws and the policies and rules, policies and regulations of the TSXV; (ii) the constating documents, by-laws or resolutions of the Corporation or the Subsidiary which are in effect at the date hereof; (iii) material Contract; or (iv) any judgment, decree or order binding the Corporation, the Subsidiary or their respective Assets and Properties;

(k) at the Closing Time, each of the Transaction Documents shall have been duly authorized and executed and delivered by the Corporation and upon such execution and delivery each shall constitute a valid and binding obligation of the Corporation and each shall be enforceable against the Corporation in accordance with its respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law;

(l) at the Closing Time, all necessary corporate action will have been taken by the Corporation to validly create and issue the Debentures and to allot, authorize and reserve for issuance the Debenture Shares issuable upon conversion of the Debentures, and upon the issue thereof, such Debenture Shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(m) at the Closing Time, all necessary corporate action will have been taken by the Corporation to validly create and issue the Compensation Warrants and to allot, authorize and reserve for issuance the Compensation Warrant Shares issuable upon exercise of the Compensation Warrants, and, upon the issuance thereof in accordance with the terms of the Compensation Warrants, respectively, such shares will be issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(n) Computershare Trust Company of Canada, at its principal office in Calgary, Alberta, has been duly appointed as registered transfer agent in respect of the Common Shares;

(o) Computershare Trust Company of Canada, at its principal office in Calgary, Alberta, has been duly appointed as debenture trustee under the Debenture Indenture;

(p) there are no Contracts or agreements between either the Corporation or the Subsidiary and any Person granting such Person the right to require the Corporation or the Subsidiary to file a registration statement under securities laws in the United States or a prospectus under Securities Laws in Canada, with respect to any securities of the Corporation or the Subsidiary owned or to be owned by such Person;

(q) the information and statements set forth in the Due Diligence Materials in respect of the Corporation and the Subsidiary are, as of the date of such information, true and correct in all material respects, and no material fact or facts have been omitted therefrom which would make such information materially misleading;

(r) other than the Arrangement, the Corporation has not approved, has not entered into any agreement in respect of, or has any knowledge of:

(i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiary whether by asset sale, transfer of shares or otherwise;

(ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or the Subsidiary or otherwise) of the Corporation or the Subsidiary; or

(iii) any proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of the Corporation or the Subsidiary;

(s) the Corporation has not withheld and will not withhold from the Agent prior to the Closing Time, any material fact relating to the Corporation, the Offering or the Arrangement;

(t) to the knowledge of the Corporation, all of the representations and warranties of Simply Solventless Concentrates Ltd. as provided in the Arrangement Agreement were true and correct as of the date of the Arrangement Agreement;

(u) in connection with the Arrangement, Simply Solventless Concentrates Ltd. has permitted the Corporation to conduct any due diligence investigations which the Corporation reasonably requires in order to enable it to responsibly execute the Arrangement Agreement (the "**SSC Due Diligence Investigations**");

(v) as of the date hereof, the SSC Due Diligence Investigations have not presented any issues or sets of fact which would impact the decision of the Corporation, acting reasonably, to enter into the Arrangement Agreement;

(w) in connection with the SSC Due Diligence Investigations, the Corporation has not become aware of any Material Adverse Effect related to Simply Solventless Concentrates Ltd.;

(x) on the date hereof, other than as disclosed in the Financial Statements, neither the Corporation nor the Subsidiary has any indebtedness except for indebtedness owed directly to vendors, consultants, suppliers and service providers that was incurred in the ordinary course of business;

(y) other than as provided in the Due Diligence Materials, all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable or required to

be collected or withheld and remitted, by the Corporation and the Subsidiary have been paid, collected or withheld and remitted as applicable, except for where the failure to pay such Taxes would not have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Corporation and the Subsidiary have been filed with all appropriate Governmental Authorities, and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading or have a Material Adverse Effect. To the knowledge of the Corporation, no examination of any tax return of the Corporation or the Subsidiary is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Corporation or the Subsidiary. Other than as disclosed in the Due Diligence Materials, there are no agreements, waivers or other arrangements with any Governmental Authority providing for an extension of time for any assessment or reassessment of Taxes with respect to the Corporation or the Subsidiary;

(z) the Corporation and, as applicable, the Subsidiary, has established on its books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no liens for Taxes on the assets of the Corporation or the Subsidiary and there are no audits pending of the tax returns of the Corporation or the Subsidiary (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Authority of any deficiency that would result in a Material Adverse Effect;

(aa) the Corporation maintains processes that ensure that any officers of the Corporation that make representations in certificates that are to be filed with the Securities Regulators pursuant to National Instrument 52-109 *Certification of Disclosure in Issuers' Annual and Interim Filings* are provided with sufficient knowledge to support the representations in such certificates as are applicable to the Corporation as a "non-venture issuer" as such term is defined therein;

(bb) the Corporation's Auditors are independent public accountants as required under applicable Securities Laws and , there has never been a reportable event (within the meaning of NI 51-102) between the Corporation and the Corporation's Auditors;

(cc) the authorized capital of the Corporation consists of an unlimited number of Common Shares, of which, as of the date hereof, 138,256,380 Common Shares are issued and outstanding as fully paid and non-assessable shares in the capital of the Corporation; and, except for stock options granted under the Corporation's stock option plan exercisable into 5,190,000 Common Shares, there are no options, warrants or other securities convertible into, or exchangeable or exercisable for, Common Shares, nor any agreements, rights or privileges (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued Common Shares, securities, warrants or convertible obligations of any nature of the Corporation or the Subsidiary;

(dd) none of outstanding securities of the Corporation or the Subsidiary were issued in violation of any pre-emptive or similar rights of any securityholder of the Corporation or the Subsidiary, as applicable, and as at the applicable Closing Date no securityholder of the Corporation will have any such right in respect of the Debentures, the Compensation Warrants or the Underlying Shares;

(ee) no legal or governmental actions, suits, judgments, investigations or proceedings are pending to which the Corporation or the Subsidiary or the directors, officers or employees of the Corporation or the Subsidiary are a party or to which the Corporation's or the Subsidiary's property or assets are subject which if finally determined adversely to the Corporation or the Subsidiary would be expected to result in a Material Adverse Effect and, to the knowledge of the Corporation, no such proceedings have been threatened against or are pending with respect to the Corporation or the Subsidiary, or with respect to their respective Assets and Properties and neither the Corporation nor the Subsidiary is subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect;

(ff) all material Contracts have been made available to the Agent, and all Contracts are valid and binding obligations of the Corporation or the Subsidiary, as applicable, and are in good standing; and (i) no event of default or event that after the giving of notice or the lapse of time or both would constitute and event of default, has occurred and is outstanding under any Contract; (ii) the Corporation has no knowledge of any default by the other parties to each Contract; and (iii) neither the Corporation nor the Subsidiary has waived any material rights under any Contract;

(gg) the audited consolidated financial statement of the Corporation as at and for the year ended July 31, 2024 and the unaudited interim financial statements of the Corporation for the three and six months ended January 31, 2025, (collectively, the "**Financial Statements**") were prepared in accordance with IFRS, contain no misrepresentations and present fairly, in all material respects, the financial condition of the Corporation as at the date thereof and the results of the operations and cash flows of each of the Corporation for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of each of the Corporation that are required to be disclosed in such financial statements and there has been no material change in accounting policies or practices of the Corporation ;

(hh) since July 31, 2024, (A) there has been no material change (actual, proposed or prospective, whether financial or otherwise) in the business, business prospects, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation or the Subsidiary to the date of this Agreement that has not been generally disclosed, and (B) no transactions have been entered into by the Corporation or the Subsidiary other than in the ordinary course of business, except as has been disclosed in the Disclosure Documents;

(ii) the description of the assets and liabilities (direct, indirect, absolute, accrued, contingent or otherwise) of the Corporation and the Subsidiary set forth in the Financial Statements fairly represents, in accordance with IFRS, the financial position and condition of the Corporation and the Subsidiary at the dates thereof and reflects all material liabilities (direct, indirect, absolute, accrued, contingent or otherwise) of the Corporation and the Subsidiary, as at the dates thereof and the Corporation and the Subsidiary have no additional material liabilities (direct, indirect, absolute, accrued, contingent or otherwise) which are not disclosed in the Financial Statements and the assets of the Corporation and the Subsidiary are in all material respects as disclosed in the Financial Statements;

(jj) there is no material fact known to the Corporation which the Corporation has not disclosed to the Agent which materially adversely affects, or would reasonably be expected to

materially adversely affect, the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of the Corporation or the Subsidiary, on a consolidated basis, or the ability of the Corporation to perform its obligations under the Transaction Documents;

(kk) since July 31, 2024 or otherwise disclosed in the Disclosure Documents: (i) the Corporation has not paid or declared any dividend or made any other payments or distributions on or in respect of any of the Common Shares or incurred any material capital expenditure or made any commitment therefor; (ii) the Corporation has not incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business or which in the aggregate are not material; and (iii) the Corporation has not entered into any material transactions;

(ll) each of the Corporation and the Subsidiary has operated and is currently in material compliance with all applicable rules, regulations and policies of Health Canada, the United States Food and Drug Administration or any other Governmental Authority having jurisdiction over the Corporation or the Subsidiary, as applicable, and its respective activities and the Corporation and the Subsidiary are in material compliance with applicable industry specific standards set by all relevant organization, including Health Canada and the United States Food and Drug Administration, which pertains to the Business and the products of the Corporation and the Subsidiary, as applicable, have met and satisfied all applicable product safety standards necessary to permit the sale thereof in each jurisdiction in which such products are sold;

(mm) each of the Corporation and the Subsidiary (i) is and at all times has been in compliance in all material respects with all applicable Laws; (ii) has not received any correspondence or notice from any Governmental Authority alleging or asserting noncompliance with any applicable Laws or any licences, certificates, approvals, clearances, authorizations, permits, qualifications, consents and supplements or amendments thereto required by any such applicable Laws, including without limitation product licences from Health Canada, Natural Product Numbers for its products that require such numbers, site licences for its facilities, applicable Canadian Food Inspection Agency certifications and applicable import licences (collectively, "**Authorizations**"); (iii) possess all Authorizations required for the conduct of the Business and such Authorizations are valid and subsisting and in good standing and in full force and effect and neither the Corporation nor the Subsidiary is not in violation of any term of any such Authorization; (iv) has not received notice of any pending or threatened claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Authority or third party alleging that any operation or activity of the Corporation or the Subsidiary is in violation of any applicable Laws or Authorizations and has no knowledge or reason to believe that any such Governmental Authority or third party is considering any such claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action; (v) has not received notice that any Governmental Authority has taken, is taking or intends to take action to limit, suspend, modify, cancel or revoke any material Authorizations and/or will not grant any required Authorization and has no knowledge or reason to believe that any such Governmental Authority is considering such action; and (vi) has or has had on its behalf, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any applicable Laws or Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were

materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission);

(nn) each of the Corporation and the Subsidiary has sufficient rights to use all of the Intellectual Property necessary in the operation of the Business, except where the failure to hold such rights would not result in a Material Adverse Effect. All material registrations of the Intellectual Property owned by the Corporation and the Subsidiary ("**Owned IP**") are in good standing. To the knowledge of the Corporation, there are no pending actions or proceedings, nor any threatened actions or proceedings, against any Person with respect to the use of any Owned IP and there are no circumstances which cast doubt on the validity or enforceability of such Owned IP. The conduct of the Business does not, to the knowledge of the Corporation, infringe upon the intellectual property rights of any other Person. The Corporation is not aware of any pending action or proceeding, nor, to the knowledge of the Corporation, any threatened action or proceeding, against the Corporation or the Subsidiary with respect to the Corporation's or the Subsidiary's use of any Intellectual Property necessary in the operation of the Business;

(oo) neither the Corporation nor the Subsidiary is aware of any licensing or legislation, regulation, by-law or other lawful requirement of any governmental body having lawful jurisdiction over the Corporation or the Subsidiary presently in force or to their collective knowledge, proposed to be brought into force that the Corporation anticipates it or the Subsidiary will be unable to comply with, to the extent that compliance is necessary, which would reasonably be likely to result in a Material Adverse Effect;

(pp) there are no material third party consents required to be obtained in order for the Corporation to create and issue the Debentures and the Compensation Warrants, other than those which have been obtained from the TSXV;

(qq) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation or the Subsidiary has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any regulatory authority;

(rr) other than in connection with the Arrangement, there is no agreement in force or effect which in any manner affects or will affect the voting or control of any of the securities of the Corporation or any Subsidiary;

(ss) there is no agreement, plan or practice relating to the payment of any management, consulting, service or other fee or any bonus, pensions, share of profits or retirement allowance, insurance, health or other employee benefit outside the ordinary course of business;

(tt) no union has been accredited or otherwise designated to represent any employees of the Corporation or the Subsidiary and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation or the Subsidiary and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the facilities of the Corporation or the Subsidiary and none is currently being negotiated by the Corporation or the Subsidiary;

(uu) each of the Corporation and the Subsidiary is in compliance in all material respects with all Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages and have not and are not engaged in any unfair labour practice;

(vv) each of the agreements or plans for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive, or otherwise, contributed to, or required to be contributed to, by the Corporation or the Subsidiary for the benefit of any current or former director, officer, employee or consultant of the Corporation or the Subsidiary (the "**Employee Plans**"), have been maintained in all material respects with its terms and with the requirements prescribed by any and all Laws that are applicable to such Employee Plans;

(ww) except as set forth in this Agreement, no Person is entitled to a payment under a Contract with the Corporation or the Subsidiary as a result of the Offering;

(xx) no material labour dispute with current and former employees of the Corporation or the Subsidiary exists, or, to the knowledge of the Corporation, is imminent and the Corporation is not aware of any existing, threatened or imminent labour disturbance by the employees of any of the principal suppliers, manufacturers or contractors of the Corporation or the Subsidiary

(yy) no existing supplier, distributor, service provider, manufacturer or contractor of the Corporation or the Subsidiary, the relationship with which is material to the Corporation or its Subsidiary, has indicated that it intends to terminate its relationship with the Corporation or the Subsidiary or that it will be unable to meet the Corporation's or the Subsidiary's supply, distribution, service, manufacturing or contracting requirements;

(zz) other than as disclosed in the Disclosure Documents and to the knowledge of the Corporation, none of the directors, officers or employees of the Corporation or the Subsidiary, any Person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or securities of any person exchangeable for more than 10% of any class of securities of the Corporation, or any associate or affiliate of any of the foregoing, has any material interest, direct or indirect, in any transaction or any proposed transaction (including, without limitation, any loan made to or by any such Person) with the Corporation or the Subsidiary which, as the case may be, materially affects, is material to or would reasonably be expected to materially affect the Corporation, on a consolidated basis;

(aaa) the Corporation's and the Subsidiary's insurance policies are valid and enforceable and in full force and effect, are underwritten by unaffiliated and reputable insurers, are sufficient for all applicable requirements of law and provide insurance, including liability and product liability insurance, in such amounts and against such risks as is customary for corporations engaged in businesses similar to that carried on by the Corporation and the Subsidiary. The Corporation and the Subsidiary are not in default in any material respect with respect to the payment of any premium or compliance with any of the provisions contained in any such insurance policy and have not failed to give any notice or present any claim within the appropriate time therefor. There are no circumstances under which the Corporation or

the Subsidiary would be required to or, in order to maintain its coverage, should give any notice to the insurers under any such insurance policy which has not been given. Neither the Corporation nor the Subsidiary has received notice from any of the insurers regarding cancellation of such insurance policy;

(bbb) neither the Corporation nor the Subsidiary has made any material loans to, or guaranteed the obligations of, any Person;

(ccc) the minute books and records of the Corporation and the Subsidiary made available to counsel for the Agent in connection with the due diligence investigation of the Corporation and the Subsidiary for the period from the date of incorporation to the date hereof are all of the minute books of the Corporation and the Subsidiary and contain copies of all material proceedings, other than in respect of the Offering, (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Corporation and the Subsidiary to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Corporation or the Subsidiary to the date hereof not reflected in such minute books, other than those which are not material to the Corporation or the Subsidiary, as applicable;

(ddd) (i) each of the Corporation and the Subsidiary, its Assets and Properties and the operation of the Business, has been and is, to the knowledge of the Corporation, in compliance in all material respects with all Environmental Laws; (ii) to the knowledge of the Corporation, the Corporation and the Subsidiary are not in violation of any regulation relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**"); (iii) each of the Corporation and the Subsidiary has complied in all material respects with all reporting and monitoring requirements under all Environmental Laws; (iv) each of the Corporation and the Subsidiary has never received any notice of any material non-compliance in respect of any Environmental Laws; (v) to the knowledge of the Corporation, there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up or Remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Corporation or the Subsidiary relating to Hazardous Materials or any Environmental Laws; and (vi) there are no Environmental Permits necessary to conduct the Business;

(eee) to the knowledge of the Corporation, the operations of the Corporation and the Subsidiary have been conducted at all times in compliance with the applicable federal and state laws relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including the financial recordkeeping and reporting requirements of The Bank Secrecy Act of 1970, as amended; Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"); the Foreign Corrupt Practices Act; the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), and neither the Corporation nor the Subsidiary is (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person with which the Purchasers are prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a

person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("**OFAC**") at its official website or any replacement website or other replacement official publication of such list or any other person (including any foreign country and any national of such country) with whom the United States Treasury Department prohibits doing business in accordance with OFAC regulations. No action, suit or proceeding by or before any Governmental Authority or body or any arbitrator involving the Corporation or the Subsidiary with respect to Anti-Terrorism Laws is pending or, to the knowledge of the Corporation, threatened. The Corporation will not directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any sanctions administered by OFAC;

(fff) the Corporation is in compliance in all material respects with its timely and continuous disclosure obligations under the Securities Laws of the Provinces of Prince Edward Island, Saskatchewan, Nova Scotia, Newfoundland and Labrador, New Brunswick, Manitoba, Alberta, Ontario and British Columbia and the policies, rules and regulations of the TSXV and, without limiting the generality of the foregoing, there has not occurred any material adverse change in the assets, liabilities (contingent or otherwise), business, condition (financial or otherwise), capital or prospects of the Corporation and the Subsidiary, taken as a whole, since July 31, 2024, which has not been publicly disclosed and, except as may have been corrected by subsequent disclosure, the statements set forth in the Disclosure Documents were true, correct and complete in all material respects and did not contain any misrepresentation as of the date of such statements and the Corporation has not filed any confidential material change reports since the date of such statements which remain confidential as at the date hereof;

(ggg) neither the Corporation nor the Subsidiary or to the knowledge of the Corporation their officers or directors is aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part 16 – *Civil Liability* of the *Securities Act* (Ontario) or comparable legislation under the applicable Securities Laws of the Designated Provinces;

(hhh) the Corporation and the Subsidiary have complied with all applicable privacy and consumer protection legislation in all material respects and have not collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Corporation and the Subsidiary have taken all reasonable steps to protect the personal information under their respective custody or control by making reasonable security arrangements to prevent unauthorized access, collection, disclosure, copy use, modification or disposal or similar risks; and

(iii) other than the Agent, there is no Person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement.

It is further agreed by the Corporation that all representations and warranties of the Corporation in this Section 3 made by the Corporation to the Agent shall also be deemed to be made for the benefit of the

Purchasers as if the Purchasers were also parties hereto (it being agreed that the Agent is acting for and on behalf of the Purchasers for this purpose).

4. **Representations, Warranties and Covenants of the Agent.** The Agent hereby, represents, warrants and covenants to the Corporation, and acknowledges that the Corporation is relying upon such representations, warranties and covenants in connection with the Offering, that:

(a) it has been duly incorporated, or formed, and organized and is validly existing under the laws of the jurisdiction in which it was incorporated or formed, as the case may be and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of such Agent;

(b) it has good and sufficient right and authority to enter into this Agreement and to complete the transactions contemplated under this Agreement and any other documents in connection with the Offering to which it is a party;

(c) it will use its commercially reasonable efforts to arrange for Purchasers only in the Selling Jurisdictions;

(d) it has complied and will comply, and shall require any Selling Firm to comply, with all applicable Securities Laws in connection with the sale of the Debentures, and shall offer the Debentures for sale directly and through Selling Firms upon the terms and conditions set out in this Agreement. Any Selling Firm appointed by such Agent shall be compensated by such Agent from its compensation hereunder;

(e) it has not and will not, and shall require any Selling Firm to agree that it will not, in connection with the offering of Debentures, make any representation or warranty with respect to the Corporation or the Debentures except pursuant to any Subscription Agreement to be entered into between the Purchasers, the Corporation and the Agent or except as shall be expressly authorized by the Corporation in writing;

(f) it and its representatives (including any Selling Firms) have not engaged in or authorized, and will not engage in or authorize any form of general solicitation or general advertising in connection with or in respect of the Debentures in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio, television or otherwise conducted any seminar or meeting concerning the offer or sale of the Debentures whose attendees have been invited by any general solicitation or general advertising;

(g) it has not and will not: (i) provide prospective Purchasers with any document or other material that would constitute an offering memorandum within the meaning of applicable Securities Laws; or (ii) solicit offers to purchase or sell the Debentures so as to require the filing of a prospectus or registration statement with respect thereto or the provision of a contractual right of action (as defined in Ontario Securities Commission Rule 14-501) or a statutory right of action under the laws of any jurisdiction;

(h) the Agent will obtain from each Purchaser resident in the Selling Jurisdictions an executed Subscription Agreement in a form reasonably acceptable to the Corporation and to the Agent together with all documentation as may be necessary in connection with subscriptions for Debentures;

(i) the Agent has not solicited and will not solicit, and shall require any Selling Firm to agree that it will not solicit, offers to purchase and has not sold the Units in the United States or for the account or benefit of a U.S. Person or a person in the United States;

(j) no "directed selling efforts", as defined in Rule 902(c) of Regulation S under the U.S. Securities Act, have been or will be made in the United States by the Agent, any of their respective affiliates, or any person acting on behalf of any of them; and

(k) it is acquiring the Compensation Warrants as principal for its own account and not for the benefit of any other Person and is acquiring the Compensation Warrants for investment only and not with a view to resale or distribution of the Compensation Warrants and the Agent is an "accredited investor" as such term is defined in NI 45-106.

5. **Closing Deliveries.** The purchase and sale of the Debentures shall be completed electronically at the Closing Time on each Closing Date, or at such other place as the Agent and the Corporation may agree. At or prior to the Closing Time, the Corporation shall deliver to the Agent:

(a) the opinions, certificates and agreements referred to in Section 6 and all other documents required to be provided by the Corporation to the Agent pursuant to this Agreement and the Subscription Agreements;

(b) other than in respect of Direct Settlement Purchasers, certificates representing the Debentures registered in the name of "CDS & Co." or any Purchasers or in such other name or names as the Agent may direct. Notwithstanding the foregoing, if the Agent and the Corporation determine to issue any of the Debentures issued to Purchasers who are not Direct Settlement Purchasers as book-entry only securities in accordance with the "non-certificated inventory" rules and procedures of CDS, then as an alternative or in addition to the Corporation delivering one or more definitive certificates representing such Debentures, the Corporation will provide a direction to CDS with respect to the crediting of the Debentures to the accounts of participants of CDS as shall be designated by the Agent in writing in sufficient time prior to the applicable Closing Date to permit such crediting;

(c) the Corporation's receipt for payment by the Agent of an amount equal to the aggregate purchase price for the Debentures sold to Purchasers who are not Direct Settlement Purchasers pursuant to the Offering less an amount equal to the any cash portion of the Commission and the Advisory Fee and the costs and expenses of the Agent provided for in Section 12; and

(d) such further documentation as may be contemplated by this Agreement or as counsel to the Agent or the applicable regulatory authorities may reasonably require;

against

(e) all duly completed Subscription Agreements tendered by the Purchasers for the Debentures who are not Direct Settlement Purchasers being issued and sold and, where applicable, all completed forms, schedules and certificates contemplated by the Subscription Agreements;

(f) wire transfer of immediately available funds in an amount equal to the aggregate purchase price for the Debentures sold to Purchasers who are not Direct Settlement Purchasers

pursuant to the Offering, less an amount equal to the any cash portion of the Commission and the Advisory Fee and the costs and expenses of the Agent provided for in Section 12; and

(g) the Agent's receipt for the Commission and the Advisory Fee and the costs and expenses of the Agent provided for in Section 12 and the Debentures delivered to the Agent in accordance with this Section 5.

6. **Closing Conditions.** Each Purchaser's obligation to purchase the Debentures at the Closing shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Agent shall have received at the Closing Time a certificate dated the applicable Closing Date, signed by an appropriate officer or officers of the Corporation addressed to the Agent, with respect to the constating documents of the Corporation, all resolutions of the Corporation's board of directors relating to the Transaction Documents and otherwise pertaining to the purchase and sale of the Debentures and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers and such other matters as the Agent may reasonably request;

(b) the Agent shall have received a certificate, dated as of the applicable Closing Date, signed by the Chief Executive Officer and the interim Chief Financial Officer of the Corporation, or such other officer or director of the Corporation as the Agent may agree, certifying for and on behalf of the Corporation, without personal liability, to the best of the knowledge, information and belief of the persons so signing, that:

(i) the Corporation has complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time;

(ii) the representations and warranties of the Corporation contained in this Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement;

(iii) other than in connection with the Arrangement, (A) there has been no material adverse change (actual or proposed, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or share structure of the Corporation, and (B) no material transactions have been entered into by the Corporation outside the ordinary course of business; and

(iv) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officer, contemplated or threatened by any regulatory authority;

(c) the Agent shall have received copies of correspondence indicating that the Corporation has obtained all necessary approvals for the Principal Shares and the Compensation Warrant Shares to be conditionally approved for listing on the TSXV, subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the TSXV;

(d) the Agent shall have received satisfactory evidence that all requisite approvals and consents have been obtained by the Corporation in order to complete the Offering and remain in full force and effect;

(e) each of the Transaction Documents shall be in a form acceptable to the Agent, acting reasonably, and shall have been executed and delivered by the Corporation;

(f) the Agent shall have received a certificate from Computershare Trust Company of Canada as to the number of Common Shares issued and outstanding as at a date not more than two Business Days prior to the applicable Closing Date;

(g) the Agent shall have received legal opinions addressed to the Agent and the Purchasers, in form and substance satisfactory to the Agent, acting reasonably, dated as of the applicable Closing Date, from Borden Ladner Gervais LLP, counsel to the Corporation, or local counsel with respect to those matters governed by the laws of jurisdictions other than the jurisdictions in which it is qualified to practice, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Corporation, as appropriate, with respect to the following matters:

(i) the incorporation and valid existence of the Corporation;

(ii) the authorized and issued and outstanding capital of the Corporation immediately prior to the Closing Time;

(iii) the corporate power and capacity of the Corporation to execute and deliver the Transaction Documents and to perform all of its obligations thereunder and to create and issue the Securities;

(iv) the Corporation has the corporate power and capacity under the laws of the Province of Alberta and the federal laws of Canada applicable therein to carry on business as presently carried on and to own, lease and operate its Assets and Properties;

(v) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Transaction Documents and the performance by the Corporation of its obligations thereunder;

(vi) each of the Transaction Documents to be executed and delivered on the applicable Closing Date has been authorized, executed and delivered by the Corporation, and constitute, and each certificate representing Debentures that is executed and delivered following the applicable Closing Date will constitute, a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable Law;

(vii) the Debentures and the Compensation Warrants have been authorized, created and validly issued by the Corporation;

(viii) the Principal Shares have been reserved for issuance and such Principal Shares, when issued and delivered by the Corporation in accordance with the terms of the Debenture Indenture, will be validly issued as fully paid and non-assessable shares in the capital of the Corporation;

(ix) the Compensation Warrant Shares have been reserved for issuance and, when issued and delivered by the Corporation in accordance with the terms of the Compensation Warrants, will be validly issued as fully paid and non-assessable shares in the capital of the Corporation;

(x) each of: (A) the execution and delivery of the Transaction Documents; (B) the performance by the Corporation of its obligations thereunder; and (C) the sale or issuance of the Securities do not and will not conflict with or result in a breach of, or constitute (with or without notice or lapse of time or both) a default under any of the provisions of: (i) applicable Securities Laws in the Canadian Selling Jurisdictions and the ABCA; or (ii) the articles and by-laws of the Corporation;

(xi) the appointment of Computershare Trust Company of Canada transfer agent of the Common Shares;

(xii) the appointment of Computershare Trust Company of Canada as debenture trustee under the Debenture Indenture;

(xiii) the issuance and sale of the Debentures and Compensation Warrants being exempt from the prospectus requirements of applicable Securities Laws in the Designated Provinces and no filing, proceeding, approval, permit, consent or authorization being required to be made, taken or obtained by the Corporation under applicable Securities Laws in connection with such issuance and sale, except certain post-closing filings with applicable securities regulatory authorities and the TSXV together with the payment of applicable fees;

(xiv) the issuance of the Principal Shares upon conversion of the Debentures in accordance with the Debenture Indenture, the Interest Shares upon exercising the Interest Conversion Right, and the Compensation Warrant Shares upon exercise of the Compensation Warrants in accordance with the terms of the Compensation Warrant Certificates will be exempt from the prospectus requirements of applicable Securities Laws in the Designated Provinces and no filing, proceeding, approval, permit, consent or authorization being required to be made, taken or obtained by the Corporation under applicable Securities Laws in connection with such issuance, except the approval of the TSXV to be sought in connection with the issuance of any Interest Shares together with the payment of applicable fees;

(xv) that, based on the current provisions of the Tax Act, the Debentures, and Debenture Shares will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered education savings plans, registered retirement income funds, deferred profit-sharing plans and tax-free saving accounts;

(xvi) the first trade of the Securities in the Designated Provinces; and

(xvii) the Corporation is a reporting issuer under applicable Securities Laws in the Provinces of Prince Edward Island, Saskatchewan, Nova Scotia, Newfoundland and Labrador, New Brunswick, Manitoba, Alberta, Ontario and British Columbia and is not on the list of defaulting issuers maintained under such legislation.

(h) the Agent shall have received a favourable legal opinion addressed to the Agent and the Purchasers, in form and substance satisfactory to the Agent, acting reasonably, dated as of the applicable Closing Date, from counsel to the Subsidiary, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Subsidiary, as appropriate, with respect to the following matters:

(i) the Subsidiary is a corporation existing under the laws of the jurisdiction in which it was incorporated, amalgamated or continued, as the case may be, and has all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets;

(ii) as to the authorized and issued and outstanding capital of the Subsidiary; and

(iii) all of the issued and outstanding shares of the Subsidiary are registered, directly or indirectly, in the name of the Corporation;

(i) the Agent shall have received a certificate of status (or the equivalent) in respect of the Corporation and the Subsidiary dated the Business Day immediately prior to the applicable Closing Date or such other date as the Corporation and the Agent may agree;

(j) the Agent shall have received from the officers and directors of the Corporation, the lock-up agreements pursuant to Section 2(g) of this Agreement; and

(k) the Agent shall be satisfied in their sole discretion with their due diligence review and investigations of the Corporation, the Subsidiary, and their respective business and affairs or otherwise.

7. **Termination Events.**

(a) Each of the Agent shall be entitled to terminate its obligations hereunder and the obligations of such Agent's applicable Purchasers in relation to the Offering by written notice to that effect given to the Corporation at or prior to any Closing Time if:

(i) there should occur any material change (actual, contemplated or threatened) or any change in a material fact or occurrence of a new or previously undisclosed material fact or event in the business, operations, assets, affairs, capital or condition (financial or otherwise) of the Corporation or the Subsidiary which, in the reasonable opinion of such Agent, would reasonably be expected to have a significant adverse effect on the business, affairs or profitability of the Corporation or on the market price or value of the securities of the Corporation;

(ii) such Agent is not satisfied, in its sole discretion, acting reasonably and in good faith with the results of its due diligence review;

(iii) the Corporation is in breach of a term, condition or covenant of this Agreement and/or the Engagement Letter or any representation or warranty given by the Corporation herein or therein becomes or is false, untrue or misleading;

(iv) the state of the national or international financial markets is such that, in the reasonable opinion of such Agent, the Debentures cannot be profitably marketed;

(v) any order to cease trading in securities of the Corporation is made or threatened by a regulatory authority;

(vi) any inquiry, action, suit, proceeding or investigation (whether formal or informal) (including matters of regulatory transgression or unlawful conduct) is commenced, announced or threatened in relation to the Corporation or any one of the officers or directors of the Corporation or any of its promoters or principal shareholders which, in the sole opinion of such Agent, acting reasonably, has or would be expected to have a significant adverse effect on the market price or value of the securities of the Corporation or on the marketability of the Offering; or

(vii) there should develop, occur or come into effect any event, action or state of any nature, including without limitation, terrorism, accident, or new or change in governmental law or regulation or other condition or financial occurrence of national or international consequence which, in the sole opinion of such Agent, acting reasonably, has or would be expected to have a significant adverse effect on the financial markets generally or the business, affairs, operations or profitability of the Corporation or the market price or value of the securities of the Corporation or the marketability of the Offering.

(b) The Corporation agrees that: (i) all material terms and conditions in this Agreement shall be construed as conditions and complied with so far as the same relate to acts to be performed or caused to be performed by the Corporation; (ii) it will use commercially reasonable efforts to cause such conditions to be complied with; and (iii) any breach or failure by the Corporation to comply with any of such conditions shall entitle any Agent, at its option in accordance with Section 7, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by them to purchase the Debentures) by notice to that effect given to the Corporation at or prior to the Closing Time. The Agent may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to their rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon the Agent only if the same is in writing and signed by the Agent.

8. **Exercise of Termination Right.** The rights of termination contained in Section 7 may be exercised by the Agent and are in addition to any other rights or remedies the Agent may have in respect of any of the matters contemplated by this Agreement or otherwise. Any such termination shall not discharge or otherwise affect any obligation or liability of the Corporation provided herein or prejudice any other rights or remedies any party may have as a result of any breach, default or non-compliance by any other party. In the event of any such termination by the Agent, there shall be no further liability on the part of the Agent to the Corporation or on the part of the Corporation to the Agent except in respect of any liability which may have arisen or may arise after such termination in respect of acts or omissions prior to such termination under Sections 10, 11 and 12.

9. **Survival of Representations, Warranties and Covenants.** All terms, warranties, representations, covenants and agreements herein contained or contained in any documents delivered pursuant to this

Agreement and in connection with the transactions herein contemplated shall survive the purchase and sale of the Debentures and continue in full force and effect for the benefit of the Agent, the Purchasers and/or the Corporation, as the case may be, regardless of the Closing of the Offering for a period of two years following the applicable Closing Date and regardless of any investigations which may be carried out by the Agent or on their behalf and shall not be limited or prejudiced by any investigation made by or on behalf of the Agent in connection with the purchase and sale of the Debentures or otherwise. In this regard, the Agent shall act as trustee for the Purchasers and accepts these trusts and shall hold and enforce such rights on behalf of the Purchasers. Notwithstanding the foregoing, any provisions of this Agreement in any manner relating to indemnification or contribution obligations shall survive and continue, in full force and effect, indefinitely.

10. **Indemnity.** The Corporation and its affiliated companies agrees to indemnify and hold harmless the Agent and their respective affiliates and syndicate or selling group members and each of their respective directors, officers, employees, partners, agents and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**"), to the full extent lawful, from and against any and all expenses, losses (other than a loss of profits of such Indemnified Party), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations and liabilities, whether joint or several, (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending and/or settling any action, suit, proceeding, investigation or claim (collectively, the "**Claims**") that may be made or threatened against any Indemnified Party by a third party) to which any Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder, arising out of any statement or information or omission or alleged omission or misrepresentation or alleged misrepresentation contained in the Disclosure Documents or the Due Diligence Materials or otherwise in connection with the matters set out in this Agreement, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(i) an Indemnified Party has been grossly negligent or has committed wilful misconduct or any fraudulent or illegal act in the course of such performance; and

(ii) the expenses, losses, claims, damages or liabilities to which the Indemnified Party makes a claim for indemnification were directly caused by the gross negligence, willful misconduct, fraud or illegal act referred to in (i) immediately above.

The Corporation agrees to waive any right the Corporation might have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other Person before claiming under this indemnity.

The Corporation agrees that in case any legal proceeding shall be brought against the Corporation and/or any Indemnified Party by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or if any such entity shall investigate the Corporation and/or any Indemnified Party and an Indemnified Party and any of its personnel shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with or by reason of this Agreement, the Engagement Letter, or the performance of professional services rendered to the Corporation by the Agent hereunder and thereunder, such Indemnified Party or its personnel shall have the right to employ its own counsel in connection therewith, provided that the Indemnified Party acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (at normal per diem rates) and out-of-

pocket expenses incurred by the Indemnified Party and any of its personnel in connection therewith shall be paid by the Corporation as they occur.

Promptly after receiving notice of an action, suit, proceeding or claim against an Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Corporation, the Indemnified Party will notify the Corporation in writing of the commencement and particulars thereof, will provide copies of all relevant documentation to the Corporation and, unless the Corporation assumes the defence thereof (as contemplated below), will keep the Corporation advised of the progress thereof and will discuss all significant actions proposed. However, the omission to so notify the Corporation shall not relieve the Corporation of any liability which the Corporation may have to the Indemnified Party. The Corporation shall, on behalf of itself and the Indemnified Party, be entitled (but not required), at its own expense, to participate in and, to the extent it may wish to do so, assume the defence thereof, provided such defence is conducted by experienced and competent counsel acceptable to the Indemnified Party, acting reasonably. Upon the Corporation notifying the Indemnified Party in writing of its election to assume the defence and retaining counsel, the Corporation shall not be liable to such Indemnified Party for any legal expenses subsequently incurred by it in connection with such defence. If such defence is assumed by the Corporation, the Corporation throughout the course thereof will provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of the progress thereof and will discuss with the Indemnified Party all significant actions proposed.

Notwithstanding the foregoing paragraph, any Indemnified Party shall have the right, at the Corporation's expense, to employ counsel of such Indemnified Party's choice (provided that such counsel is acceptable to the Corporation, acting reasonably), in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the employment of such counsel has been authorized by the Corporation; or (ii) the Corporation has not assumed the defence and employed counsel therefor within a reasonable time after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Corporation has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including without limitation because there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Corporation (in which event and to that extent, the Corporation shall not have the right to assume or direct the defence on the Indemnified Party's behalf) or that there is a conflict of interest between the Corporation and the Indemnified Party or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Corporation shall not have the right to assume or direct the defence on the Indemnified Party's behalf).

No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Indemnified Parties. No admission of liability shall be made and the Corporation shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent.

With respect to any Indemnified Party who is not a party to this Agreement, the Agent shall obtain and hold the rights and benefits of this Section 10 and Section 11 in trust for and on behalf of such Indemnified Party.

The indemnity and contribution obligations of the Corporation shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to those Indemnified Parties who are not signatories to this Agreement and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation and the Indemnified Parties.

The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement and continue in full force and

effect, indefinitely.

11. (a) **Contribution.** In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in Section 10 would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to or unenforceable by the Agent or enforceable otherwise than in accordance with its terms, the Corporation and the Agent shall contribute to the aggregate of all claims, expenses, costs and liabilities (including any legal expenses reasonably incurred by the Indemnified Party in connection with any claim which is the subject of this Section 10) and all losses (other than loss of profits) of a nature contemplated in Section 10 in such proportions as are appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Agent on the other hand, but also the relative fault of the Corporation and the Agent, as well as any relevant equitable consideration. The Agent shall not in any event be liable to contribute, in the aggregate, any amounts in excess of such aggregate fees or any portion of such fees actually received by the Agent pursuant to this Agreement. However, no party who has engaged in any fraud, fraudulent misrepresentation, wilful misconduct or gross negligence shall be entitled to claim contribution from any Person who has not engaged in such fraud, fraudulent misrepresentation, wilful misconduct or gross negligence.

(b) **Right of Contribution in Addition to Other Rights.** The rights to contribution provided in this Section 11 shall be in addition to and not in derogation of any other right to contribution which the Agent may have by statute or otherwise at law.

(c) **Calculation of Contribution.** In the event that the Corporation may be held to be entitled to contribution from the Agent under the provisions of any statute or at law, and provided that the Agent have not engaged in any fraud, fraudulent misrepresentation, wilful misconduct or gross negligence the Corporation shall be limited to contribution in an amount not exceeding the lesser of:

(i) the portion of the full amount of the loss or liability giving rise to such contribution for which the Agent are responsible, as determined in Section 11(a) above; and

(ii) the amount of the aggregate fee actually received by the Agent from the Corporation under this Agreement.

(d) **Notice.** If the Agent have reason to believe that a claim for contribution may arise, it shall give the Corporation notice of such claim in writing, as soon as reasonably possible, but failure to notify the Corporation shall not relieve the Corporation of any obligation which it may have to the Agent under this Section 11, unless the Corporation is materially prejudiced by such failure to notify.

12. **Expenses**. Whether or not the Offering is completed, the Corporation will bear all of the Agent's reasonable and documented expenses and fees in connection with the Offering and the qualification of the distribution of the Debentures, including, but not limited to: (i) all expenses of or incidental to the issue, sale or distribution of the Debentures; (ii) the fees of the Agent's legal counsel, all disbursements of such legal counsel and all applicable taxes on such fees and disbursements, subject to a maximum of $90,000 in legal fees, excluding disbursements and taxes; and (iii) all costs incurred in connection with the preparation of documentation relating to the Offering. All fees and expenses incurred by the Agent or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agent, and in any event no later than 15 days following receipt of an invoice from the Agent in respect of such fees, disbursements and expenses. At the option of the Agent, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Corporation at the Closing.

13. **Advertisements.** The Corporation acknowledges that the Agent shall have the right after the Closing, subject always to Sections 1(a) and (c) of this Agreement, at their own expense, subject to the prior

consent of the Corporation, such consent not to be unreasonably withheld or delayed, to place such advertisement or advertisements relating to the purchase and sale of the Debentures contemplated herein as the Agent may consider desirable or appropriate and as may be permitted by applicable Law. The Corporation and the Agent each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements under applicable Securities Laws in any of the provinces of Canada or any other jurisdiction in which the Debentures shall be offered and sold being unavailable in respect of the sale of the Debentures to prospective purchasers.

14. **Notices.** Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) if to the Corporation, to:

CanadaBis Capital Inc.
255C Clearview Drive
Red Deer, AB T4E 3B6

Attention: Travis McIntyre, Chief Executive Officer and Director
Email: travis@stigmagrow.ca

with a copy to (which shall not constitute notice hereunder):

Borden Ladner Gervais LLP
Centennial Place, East Tower
520 3rd Avenue SW
Suite 1900
Calgary, AB
T2P 0R3
Attention: Nicole Bacsalmasi
Email: nbacsalmasi@blg.com

(b) if to the Agent, to:

Research Capital Corporation
199 Bay Street, Suite 4500
Toronto, ON M5L 1G2

Attention: Jeff Reymer
Email: JReymer@researchcapital.com

with a copy to (which shall not constitute notice hereunder):

Wildeboer Dellelce LLP
Wildeboer Dellelce Place
365 Bay Street, Suite 800
Toronto, ON M5H 2V1

Attention: Jeff Hergott
Email: jhergott@wildlaw.ca

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by electronic transmission to the addressee and: (i) a notice which is personally delivered shall, if delivered on a Business Day before 5:00 p.m., be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by electronic transmission on a Business Day before 5:00 p.m., be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is sent.

15. **Time of the Essence.** Time shall, in all respects, be of the essence hereof.

16. **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada.

17. **Headings.** The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

18. **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

19. **Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings including for greater certainty, the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only.

20. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

22. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation, the Agent and the Purchasers and their respective executors, heirs, successors and permitted assigns including any resulting issuer; provided that, except as provided herein or in the Subscription Agreements, this Agreement shall not be assignable by any party without the written consent of the others.

23. **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may

reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

24. **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

25. **Language.** The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties reconnaissent avoir expressment demandées que la présente convention ainsi que tout avis, tout état de compte et tout autre document a être ou pouvant etre donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.

26. **Counterparts and Email Copies.** This Agreement may be executed in any number of counterparts and by electronic transmission, which taken together shall form one and the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agent.

Yours very truly,

RESEARCH CAPITAL CORPORATION

Per: 
Authorized Signing Officer

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of the ____ day of April, 2025.

CANADABIS CAPITAL INC.

Per: _____
Authorized Signing Officer

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agent.

Yours very truly,

RESEARCH CAPITAL CORPORATION

Per: _____
Authorized Signing Officer

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of the 2nd day of April, 2025.

CANADABIS CAPITAL INC.

Per: _____
Authorized Signing Officer

This is Exhibit "ZZ" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

CanadaBis Group

Consolidated Cash Flow Forecast of CanadaBis Group

($CAD in dollars)

Forecast Week Ending Friday		17-Apr-26	24-Apr-26	01-May-26	08-May-26	15-May-26	22-May-26	29-May-26	05-Jun-26	12-Jun-26	9 Weeks
Forecast Week	[1]	1	2	3	4	5	6	7	8	9	Total
Receipts											
Wholesale (Cultivation & Extraction)		$ 448,758	$ 333,621	$ 376,371	$ 429,039	$ 459,122	$ 418,969	$ 423,719	$ 579,291	$ 540,740	$ 4,009,630
Total Receipts	[2]	$ 448,758	$ 333,621	$ 376,371	$ 429,039	$ 459,122	$ 418,969	$ 423,719	$ 579,291	$ 540,740	$ 4,009,630
Operating Disbursements											
Payroll & Benefits	[3]	$ (144,498)	$ (180,000)	$ -	$ (187,243)	$ (5,940)	$ (180,000)	$ -	$ (180,000)	$ (7,243)	$ (884,923)
Leases & Loans	[4]	-	(15,803)	(23,073)	-	(100)	(13,626)	(2,177)	(23,147)	(100)	(78,028)
Purchases	[5]	(190,000)	(190,000)	(186,208)	(190,000)	(190,000)	(190,000)	(190,000)	(186,208)	(190,000)	(1,702,417)
Taxes	[6]	-	-	(120,311)	-	-	-	-	(397,635)	-	(517,945)
Other	[7]	(10,000)	(10,000)	(10,000)	(10,000)	(27,949)	(10,000)	(10,000)	(10,000)	(27,949)	(125,897)
Total Operating Disbursements		$ (344,498)	$ (395,803)	$ (339,592)	$ (387,243)	$ (223,989)	$ (393,626)	$ (202,177)	$ (796,990)	$ (225,292)	$ (3,309,210)
Operating Cash Flow		$ 104,260	$ (62,182)	$ 36,779	$ 41,796	$ 235,133	$ 25,343	$ 221,542	$ (217,699)	$ 315,448	$ 700,419
Non-Operating Disbursements											
Debt Principal, Interest & Fees	[8]	$ -	$ (75,000)	$ -	$ -	$ -	$ (75,000)	$ -	$ -	$ -	$ (150,000)
Professional Fees	[9]	(381,827)	(62,348)	(62,348)	(62,348)	(62,348)	(62,348)	(62,348)	(62,348)	(62,348)	(880,609)
Total Non-Operating Disbursements		$ (381,827)	$ (137,348)	$ (62,348)	$ (62,348)	$ (62,348)	$ (137,348)	$ (62,348)	$ (62,348)	$ (62,348)	$ (1,030,609)
Net Cash Flow		$ (277,567)	$ (199,530)	$ (25,568)	$ (20,552)	$ 172,785	$ (112,005)	$ 159,194	$ (280,047)	$ 253,100	$ (330,190)
Cash											
Beginning Balance		$ 1,390,869	$ 1,113,302	$ 913,772	$ 888,204	$ 867,652	$ 1,040,437	$ 928,432	$ 1,087,626	$ 807,579	$ 1,390,869
Net Receipts / (Disbursements)		(277,567)	(199,530)	(25,568)	(20,552)	172,785	(112,005)	159,194	(280,047)	253,100	(330,190)
Ending Balance		**$ 1,113,302**	**$ 913,772**	**$ 888,204**	**$ 867,652**	**$ 1,040,437**	**$ 928,432**	**$ 1,087,626**	**$ 807,579**	**$ 1,060,680**	**$ 1,060,680**

Notes to the Consolidated Cash Flow Forecast:

[1] The purpose of the Cash Flow Forecast is to estimate the liquidity requirements of the CanadaBis Group. The forecast above is presented in Canadian Dollars and has been forecasted on a cash-basis.

[2] Total Receipts are based on Management's expectations regarding sales from operations. Receipts from operations have been forecast based on current payment terms, historical trends in collections and expected demand.

[3] Forecast Payroll & Benefits is based on recent payroll amounts and benefit payments.

[4] Forecast Leases & Loans is based on current payment terms and future forecast amounts for equipment leases.

[5] Forecast Purchases is based on historical purchases of extraction and cultivation input materials.

[6] Forecast Taxes include payments related to post-filing excise taxes, goods and sales taxes and other taxes.

[7] Forecast Other Operating Disbursements includes insurance and other operating costs.

[8] Forecast Debt Principal, Interest and Fee payments related to secured debt.

[9] Forecast Professional Fees include legal and professional fees associated with the CCAA proceedings and are based on estimates provided by the advisors.

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COURT FILE NUMBER	2601-_____
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	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.

REPORT ON CASH FLOW STATEMENT

(PARAGRAPH 10.2(B) OF THE CCAA)

The management of the Applicants has developed the assumptions and prepared the attached statement of projected cash flow as of April 11, 2026, consisting of a 9-week cash flow forecast for the period from the week starting April 11, 2026 to June 12, 2026 (the "**April 2026 Cash Flow Projections**").

The hypothetical assumptions are reasonable and consistent with the purpose of the projections as described in Note 1 to the April 2026 Cash Flow Projections, and the probable assumptions are suitably supported and consistent with the plans of the Applicants and provide a reasonable basis for the April 2026 Cash Flow Projections. All such assumptions are disclosed in Notes 1 to 9.

Since the April 2026 Cash Flow Projections is based on future events, actual results will vary from the information presented and the variations may be material.

The April 2026 Cash Flow Projections has been prepared solely for the purpose outlined in Note 1, using the probable and hypothetical assumptions set out in Notes 1 to 9. Consequently, readers are cautioned that the April 2026 Cash Flow Projections may not be suitable for other purposes.

Dated at Calgary, Alberta, this 16th day of April, 2026.

DocuSigned by:

1B4DF5CBF413489...

Travis McIntyre
President and Chief Executive Officer
CanadaBis Capital Inc., 1998643 Alberta Ltd., Stigma Pharmaceuticals Inc., 2103157 Alberta Ltd., and Full Spectrum Labs Ltd.

This is Exhibit "AAA" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

COURT FILE NUMBER	2601-[●]
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	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	**CONSENT TO ACT AS MONITOR**
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, AB T2P 3N9 **Attn: Dylan Chochla / Jessica Cameron** Tel: 416 868 3425 / 403 261 9468 Email: dchochla@fasken.com / jcameron@fasken.com

Clerk's Stamp

CONSENT TO ACT AS MONITOR

FTI CONSULTING CANADA INC. hereby consents to act as the court-appointed monitor in respect of Canadabis Capital Inc., 1998643 Alberta Ltd., Stigma Pharmaceuticals Inc., 2103157 Alberta Ltd., and Full Spectrum Labs Ltd., if so appointed by this Honourable Court.

DATED at Toronto, Ontario, this 14th day of April, 2026.

FTI CONSULTING CANADA INC.



Per: _____

Name: Jeffrey Rosenberg
Title: Senior Managing Director

This is Exhibit "BBB" to the Affidavit of Travis McIntyre sworn before me this 16th day of April, 2026.

Notary/Public Commissioner for Oaths in and for Alberta

KAYLA BURAK
A Commissioner for Oaths
in and for Alberta
My Commission Expires
July 9, 2027

Citation: 2026 ABASC 43 **Date: 20260409**

CanadaBis Capital Inc.
(the Issuer)

CEASE TRADE ORDER
Under the securities legislation of Alberta (Legislation)

Background

1. This is the order of the Executive Director of the Alberta Securities Commission (the **Decision Maker**).

2. The Issuer has not filed the following periodic disclosure required by the Legislation:

   (a) interim unaudited financial reports, interim management's discussion and analysis and certification of the interim filings for the interim period ended 31 January 2026.

3. As a result of this order, if the Issuer is a reporting issuer in a jurisdiction in which Multilateral Instrument 11-103 *Failure-to-File Cease Trade Orders in Multiple Jurisdictions* applies, a person or company must not trade in or purchase a security of the issuer in that jurisdiction, except in accordance with the conditions that are contained in this order, if any, for so long as this order remains in effect.

4. Further, this order takes automatic effect in each jurisdiction of Canada that has a statutory reciprocal order provision, subject to the terms of the local securities legislation.

Interpretation

5. Terms defined in the Legislation, National Instrument 14-101 *Definitions* or National Policy 11-207 *Failure-to-File Cease Trade Orders and Revocations in Multiple Jurisdictions* have the same meaning if used in this order, unless otherwise defined.

Order

6. The Decision Maker is satisfied that the decision concerning the cease trade meets the test set out in the Legislation to make this decision.

7. It is ordered under the Legislation that trading and purchasing cease in respect of each security of the Issuer.

8. Despite this order a beneficial securityholder of the Issuer who is not, and was not at the date of this order, an insider or control person of the Issuer, may sell securities of the Issuer acquired before the date of this order if both of the following apply:

   (a) the sale is made through a “foreign organized regulated market”, as defined in section 1.1 of the Universal Market Integrity Rules of the Canadian Investment Regulatory Organization; and

(b) the sale is made through an investment dealer registered in a jurisdiction of Canada in accordance with applicable securities legislation.

9 April 2026

"original signed by"
Jan Mazur
Manager, Reporting Issuer & Insider Compliance
Alberta Securities Commission