

Clerk's Stamp

COURT FILE NUMBER 2601-07007

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **SECOND AFFIDAVIT OF JEFFREY HOLMGREN**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, Ontario M5K 1K7

Attn: **Mitchell W. Grossell / Derek Harland / Andrew Nesbitt**

Telephone: 416-304-1616

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

1. I was engaged by CanadaBis Capital Inc. ("**CanadaBis**") as a financial consultant to assist CanadaBis and its subsidiaries, Stigma Pharmaceuticals Inc. ("**Stigma Pharmaceuticals**"), 2103157 Alberta Ltd. ("**210**"), Full Spectrum Labs Ltd. ("**Full Spectrum**"), and 1998643 Alberta Ltd. ("**199**") (collectively, the "**Applicants**") with their restructuring initiatives.
2. As a result of my role with the Applicants, I have knowledge of the matters to which I herein depose and attest that they are true. Unless I indicate to the contrary, the facts herein are within my personal knowledge. Where I have indicated that I have obtained facts from other sources, I have identified the sources and believe those facts to be true.
3. This application is made within the Applicants' proceeding under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to the initial order (the "**Initial Order**") granted on April 17, 2026 by Justice Armstrong of the Alberta Court of King's Bench (the "**Court**"), as amended by the Amended and Restated Initial Order (the "**First ARIO**") granted by Justice Jones on April 27, 2026, and the Second Amended and Restated Initial Order (the "**SARIO**") granted by Justice Armstrong on June 10, 2026.
4. This affidavit is sworn in support of the application returnable on October 14, 2026, for:
 - (a) an order (the "**Stay Extension Order**") in the form of the draft order included at Schedule "B" of the Application that, among other things, extends the stay of

proceedings in respect of the Applicants up to and including January 29, 2027;
and

- (b) an order (the “**Amended RVO**”) in the form of the draft order included at Schedule “C” of the Application that amends Schedule “B” to the Approval and Reverse Vesting Order granted by Justice Simard on August 27, 2026 (the “**RVO**”) to reflect the updated registration information in respect of the mortgage in favour of Runway Developments Inc. (“**Runway**”). The amendment is required to enable the Land Titles Office to discharge the Runway mortgage registration from title to the Facility (as defined below) in accordance with the RVO.

I. BACKGROUND

- 5. The Applicants are a vertically integrated cannabis company engaged in the cultivation, extraction, product development, and sale of cannabis and cannabis products within a single corporate group. The Applicants operate out of a 66,000 square foot facility situated on 8.2 acres of land in Red Deer, Alberta (the “**Facility**”), which is owned by 199.
- 6. 199 is the operating arm of the Applicants’ corporate group and holds all material assets required for the cannabis business, including the inventory, production equipment, and related operational assets. 199 also holds a Health Canada licence to sell cannabis products and an excise licence issued by the Canada Revenue Agency (“**CRA**”) under the *Excise Act, 2001*, SC 2002, c. 22 (collectively, the “**Licences**”). 199 sells its cannabis products across most of Canada, including Alberta, Ontario, British Columbia, Saskatchewan, Manitoba, Yukon, Nunavut, and the Northwest Territories.

II. OVERVIEW OF THE CCAA PROCEEDING

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

- (a) granted an initial stay of proceedings in favour of the Applicants and their directors and officers up to and including April 27, 2026 (the “**Stay Period**”);
- (b) appointed FTI Consulting Canada Inc. (“**FTI**”) as the Monitor of the Applicants in this proceeding (in such capacity, the “**Monitor**”);
- (c) preserved the *status quo* in respect of the Applicants’ Licences;
- (d) granted the Administration Charge (as defined in the Initial Order) up to the maximum amount of \$150,000;
- (e) granted the Directors’ Charge (as defined in the Initial Order) up to the maximum amount of \$900,000;
- (f) authorized CanadaBis to take no further steps or incur further expenses in relation to the Securities Filings (as defined in the Initial Order), and declared that none of the directors and officers, employees, or other representatives of the Applicants or the Monitor shall have any personal liability for any failure by CanadaBis to make the Securities Filings; and
- (g) postponed the requirement for any future annual general meeting of the shareholders of CanadaBis during these CCAA proceedings and extended the time limit to call and hold such annual general meeting of shareholders until after the conclusion of these CCAA proceedings.

8. On April 27, 2026, the Court granted the First ARIO, which, among other things:
 - (a) extended the Stay Period until June 11, 2026;
 - (b) increased the Administration Charge up to the maximum amount of \$375,000;
 - (c) increased the Directors' Charge up to the maximum amount of \$2,900,000;
 - (d) elevated the priority of the Charges ahead of all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise in favour of any person; and
 - (e) prohibited any person from setting off pre-filing obligations against post-filing obligations.
9. On June 10, 2026, the Court granted the SARIO, which:
 - (a) extended the Stay Period up to and including September 11, 2026; and
 - (b) granted the Applicants the authorization, but not the requirement, to make termination and severance payments to employees whose employment is terminated during these CCAA proceedings.
10. On June 10, 2026, the Applicants also obtained a Sale and Investment Solicitation Process Order (the "**SISP Order**") that approved a sale and investment solicitation process (the "**SISP**") and authorized the Monitor, in consultation with the Applicants, to implement the SISP.
11. On August 27, 2026, the Honourable Justice Simard granted the RVO that, among other things:

- (a) approved the amended and restated subscription agreement among the Applicants and 2208318 Alberta Ltd. (the “**Purchaser**”) dated August 26, 2026 (the “**Subscription Agreement**”) and the transaction contemplated therein (the “**Transaction**”);
- (b) transferred and vested all of the Applicants’ right, title and interest in and to the Excluded Assets, Excluded Contracts, and Excluded Liabilities to and in ResidualCo (as defined below);
- (c) released and discharged all Claims and Encumbrances (as defined in the Subscription Agreement) from the Applicants’ property;
- (d) authorized and directed CanadaBis to file articles of amendment, vesting all right, title and interest in and to the Post-Consolidation Shares (as defined in the Subscription Agreement) in the Purchaser free and clear of all Claims and Encumbrances;
- (e) cancelled and terminated, without consideration, all Equity Interests (as defined in the Subscription Agreement) of CanadaBis other than the Post-Consolidation Shares;
- (f) granted certain protections in favour of FTI;
- (g) upon the Monitor’s delivery of a certificate substantially in the form appended to the RVO, deems the Applicants to cease being Applicants in these proceedings;

- (h) adds a corporation to be incorporated (“**ResidualCo**”) by the Applicants in advance of the Closing Date of the Transaction as an applicant to this CCAA proceeding;
 - (i) granted releases in favour of:
 - (1) the Applicants and their current directors, officers, employees and financial and legal advisors;
 - (2) the Monitor and its legal counsel, and their respective directors, officers, and employees;
 - (3) the Purchaser, and its current directors, officers, employees, and financial and legal advisors; and
 - (4) ResidualCo and its legal counsel, and their respective directors, officers and employees; and
 - (j) granted the Monitor enhanced powers in respect of ResidualCo, including the authority to assign ResidualCo into bankruptcy.
12. A copy of the RVO granted by Justice Simard is attached hereto as **Exhibit “A”**.
13. On August 27, 2026, the Honourable Justice Simard also granted the Stay Extension and Termination Order that, among other things:
- (a) extended the Stay Period in favour of the Applicants and their directors and officers from September 11, 2026 up to and including October 30, 2026;

- (b) upon the filing of a certificate of the Monitor in the form appended to the Stay Extension and Termination Order, terminates this CCAA proceeding and discharges the Monitor (the “**CCAA Termination Time**”);
 - (c) terminates the Court-ordered charges approved in this CCAA proceeding effective as at the CCAA Termination Time; and
 - (d) permits ResidualCo to assign itself into bankruptcy, and authorizes FTI to act as the bankruptcy trustee in respect of ResidualCo.
14. A copy of the Stay Extension and Termination Order granted by Justice Simard is attached hereto as **Exhibit “B”**.

III. STATUS OF THE TRANSACTION

15. The Transaction and the terms of the Subscription Agreement are described in greater detail in the First Affidavit of Jeffrey Holmgren sworn August 19, 2026 (the “**First Holmgren Affidavit**”) in support of the application for approval of the Transaction, RVO, and Stay Extension and Termination Order. A copy of the First Holmgren Affidavit, without exhibits, is attached hereto as **Exhibit “C”**.
16. Since the RVO and the Stay Extension and Termination Order were granted, the Applicants have diligently worked with the Purchaser and the Monitor to prepare closing deliverables and finalize closing documents. The Purchaser has also confirmed to the Applicants that, as of the date of this affidavit, it intends to retain all but one of the Applicants’ employees following the closing of the Transaction.
17. Pursuant to section 11.01(c) of the Subscription Agreement, closing the Transaction is conditional on, among other things, satisfying applicable regulatory bodies and receiving

either approvals or written confirmation of the Transaction and the go-forward operations from, for example, Health Canada, the Alberta Gaming, Liquor and Cannabis Commission (“AGLC”), and the CRA (collectively, the “**Transaction Regulatory Approvals**”).

18. Following the RVO being granted, the Applicants and the Purchaser provided certain information to the AGLC. The AGLC requested follow-up information, and responses were provided by Kim McIntyre by email on September 14, 2026. A copy of the email chain with the AGLC, without attachments, is attached hereto as **Exhibit “D”**.
19. On September 14, 2026, Ms. McIntyre notified Health Canada by email of the proposed change of control arising from the Transaction. The following day, a Health Canada representative requested a completed Change of Control form, which Ms. McIntyre provided on September 23, 2026. A copy of the email chain with Health Canada, without attachments, is attached hereto as **Exhibit “E”**.
20. As of the date this affidavit is sworn, the Applicants have not yet received any of the required Transaction Regulatory Approvals. The Applicants and the Purchaser continue to work to obtain them, but the timing of their receipt is outside the Applicants’ control and uncertain. Because receipt of the required Transaction Regulatory Approvals is a condition precedent under section 11.01(c) of the Subscription Agreement, the Transaction cannot close until that condition is satisfied.
21. The Subscription Agreement provides for an Outside Date to close the Transaction of October 8, 2026. The Applicants and the Purchaser have agreed to amend the Subscription Agreement to extend the Outside Date to October 30, 2026. A copy of the executed

amendment to the Subscription Agreement dated October 2, 2026 is attached hereto as **Exhibit “F”**.

22. If the Transaction Regulatory Approvals are not received in time to close by October 30, 2026, the Applicants and the Purchaser will need to consider the terms of the Subscription Agreement, including a further revision to the Outside Date. The requested extension of the Stay Period to January 29, 2027 provides time for the parties to obtain those approvals and close the Transaction, including further revisions to the Outside Date if necessary.

IV. RELIEF SOUGHT

The Stay Extension Order

23. The Stay Period currently expires on October 30, 2026. The Applicants seek an extension of the Stay Period up to and including January 29, 2027 to provide the Applicants with additional time, if necessary, to obtain the outstanding Transaction Regulatory Approvals, close the Transaction, and complete the steps necessary to terminate this proceeding.
24. The proposed extension accounts for the uncertainty in the timing of the Transaction Regulatory Approvals and is intended to avoid the need for a further application (and the associated costs) to extend the Stay Period while those approvals remain under consideration.
25. The Applicants and the Purchaser continue to work to obtain the Transaction Regulatory Approvals and prepare for closing. As described above, the timing of receipt of the Transaction Regulatory Approvals is outside the Applicants' control.

26. The cash flow forecast appended to the Monitor's Fourth Report to be filed projects that the Applicants will have sufficient liquidity to continue these proceedings throughout the proposed Stay Period.
27. The Applicants have acted, and continue to act, in good faith and with due diligence in these proceedings. I do not believe that the proposed extension will materially prejudice any creditor. I also understand that the Monitor supports the requested extension to the Stay Period.

The Amended RVO

28. The Applicants seek the Amended RVO to update the description of Runway's registration in Schedule "B" of the RVO.
29. Runway has a registration against title to the Facility in respect of indebtedness owing by 199 to Runway. The Subscription Agreement provides that all indebtedness owing by 199 to Runway constitutes an Excluded Liability and is to be discharged from title to the Facility pursuant to the Transaction and the RVO.
30. Consistent with that treatment, the RVO provides for Runway's registration to be discharged from title to the Facility. Schedule "B" to the RVO identifies Runway's registration as registration number H002TXT.
31. After the RVO was granted, the Purchaser discovered that Runway's registration had been updated and the current certificate of title identifies Runway's registration as registration number 262 142 452. A copy of the Alberta Land Title Certificate, current as of September 29, 2026, is attached hereto as **Exhibit "G"**.

32. The Purchaser has advised the Applicants that it is concerned that the Alberta Land Titles Office may not discharge Runway's registration if the RVO identifies Runway's previous registration number.
33. The Applicants therefore seek the Amended RVO to amend Schedule "B" of the RVO to identify the registration as it currently appears on title so that it can be discharged as contemplated by the Transaction. The proposed amendment does not change the treatment of Runway's indebtedness or any other aspects of the Transaction or the RVO.

V. CONCLUSION

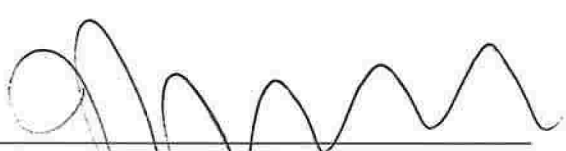
34. For the reasons set out above, I believe that it is in the interests of the Applicants and their stakeholders that this Court grant the relief requested in accordance with the terms of the proposed Stay Extension Order and the proposed Amended RVO.
35. I swear this affidavit in support of the Applicants' application seeking the Stay Extension Order and the Amended RVO pursuant to the CCAA and for no other or improper purpose.

SWORN before me at the City of Calgary,
in the Province of Alberta, this October 5,
2026.



Notary/Public Commissioner for Oaths in
and for Alberta

Chris Nyberg
Barrister & Solicitor



JEFFREY HOLMGREN

This is Exhibit "A" to the Affidavit of Jeffrey Holmgren sworn
before me this 5th day of October, 2026.

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a horizontal stroke.

Notary/Public Commissioner for Oaths in and for Alberta

Chris Nyberg
Barrister & Solicitor

COURT FILE NUMBER **2601-07007**

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IN THE MATTER OF THE *COMPANIES’ CREDITORS
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LTD.

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

DOCUMENT **TRANSACTION APPROVAL AND REVERSE VESTING
ORDER**

ADDRESS FOR **Thornton Grout Finnigan LLP**
SERVICE AND TD West Tower, Toronto-Dominion Centre
CONTACT 100 Wellington Street West, Suite 3200
INFORMATION OF Toronto, Ontario M5K 1K7
PARTY FILING THIS **Mitchell W. Grossell / Derek Harland / Andrew Nesbitt**
DOCUMENT Telephone: 416-304-1616
Email: mgrossell@tgf.ca / dkharland@tgf.ca / anesbitt@tgf.ca

DATE ON WHICH ORDER WAS AUGUST 27, 2026
PRONOUNCED:

LOCATION WHERE ORDER WAS CALGARY, ALBERTA
PRONOUNCED:

NAME OF JUSTICE WHO MADE THIS THE HONOURABLE JUSTICE
ORDER: SIMARD

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

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

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

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

CAPITALIZED TERMS

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

APPROVAL OF THE TRANSACTION

3. The Subscription Agreement and the Transaction are hereby approved, and the execution of the Subscription Agreement by the Applicants is hereby authorized, approved, and ratified, with such minor amendments as the Applicants and the Purchaser may agree to, with the consent of the Monitor, provided that such amendments do not materially alter or impact the Transaction or the consideration which the Applicants and/or their applicable stakeholders will benefit from as part of the Transaction. The Applicants are hereby authorized and directed to complete the Transaction subject to the terms of the Subscription Agreement, to perform their obligations under the Subscription Agreement and any ancillary documents related thereto, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, including but not limited to the Pre-Closing Reorganization, the Implementation Steps, the conveyance of the New Common Shares, and the cancellation of Equity Interests (other than the Post-Consolidation Shares).
4. Subject to the terms of the Subscription Agreement, this Order shall constitute the only authorization required by the Applicants to proceed with and complete the Transaction (including, for certainty, the Pre-Closing Reorganization and the Implementation Steps), and no director, shareholder or other approval shall be required in connection therewith.
5. For clarity, the steps set out below regarding the issuance of the New Common Shares and the vesting of assets and liabilities shall be deemed to occur in the same order as the Implementation Steps as set out in the Subscription Agreement.

REORGANIZATION AND CLOSING OF TRANSACTION

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

7. The New Common Shares shall be issued to the Purchaser, and the Post-Consolidation Shares shall vest in the Purchaser, in each case free and clear of and from any Claims or Encumbrances (as such terms are defined at paragraph 11(d) below).
8. The Applicants and the Purchaser, in completing the Transaction, are authorized to:
 - (a) execute and deliver any documents and assurances governing or giving effect to the Transaction as the Applicants and/or the Purchaser, in their reasonable discretion, may deem to be reasonably necessary or advisable to complete, implement, and conclude the Transaction, including the execution of all such ancillary documents as may be contemplated in the Subscription Agreement, and all such ancillary documents are hereby ratified, approved and confirmed; and
 - (b) take such steps as are, in the opinion of the Applicants and/or the Purchaser, necessary or incidental to the implementation of the Transaction.
9. The Applicants and the Purchaser are hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instructions as may be required to permit or enable and effect the Transaction, including, without limitation, the issuance of the New Common Shares, the Cancellation and Consolidation and the appointment or resignation of the directors of each of the Applicants, and to give effect to the Pre-Closing Reorganization, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Transaction.
10. The Registrar appointed pursuant to section 263 of the *Business Corporations Act*, RSA 2000, c B-9, shall accept, receive and register any documents or instruments as may be required to permit or enable and effect the Transaction contemplated in the Subscription Agreement, filed by either the Applicants or the Purchaser, as the case may be.

VESTING OF ASSETS AND LIABILITIES

11. Subject to the terms of the Subscription Agreement, upon the Monitor's delivery of a certificate substantially in the form attached hereto as **Schedule "A"** (the "**Monitor's Certificate**"), the following shall occur and shall be deemed to have occurred commencing at the time of delivery of the Monitor's Certificate (the "**Effective Time**") in the following sequence:
- (a) first, all employees of the Applicants deemed to be Terminated Employees pursuant to the Subscription Agreement shall be terminated;
 - (b) second, the Applicants shall pay, or cause to be paid, the amounts necessary to satisfy in full each of the Priority Payments, in each case in accordance with the Subscription Agreement and from funds available for such purpose;
 - (c) third, all of the Applicants' right, title and interest in and to: (i) the Excluded Assets (which, for greater certainty, includes the Cash Consideration paid in respect of the Purchase Price) shall be transferred to and shall vest absolutely and exclusively, without recourse, in ResidualCo; and (ii) all Vested Assets shall be transferred to and shall vest absolutely and exclusively, without recourse, in the Purchaser or its permitted nominee;
 - (d) fourth, all Excluded Liabilities, being (i) any and all demands, claims, liabilities, actions, causes of action, counterclaims, judgments, executions, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, taxes, obligations, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, secured or unsecured, matured or not yet matured due or to become due, accrued or unaccrued or liquidated or unliquidated and whether based in statute or otherwise, including, for greater certainty, the Statutes, as defined herein) and including all costs, fees and expenses relating thereto (collectively, the "**Claims**") and (ii) any security interest (whether contractual, statutory or otherwise), lien, prior Claim, charge, hypothec, reservation

of ownership, pledge, encumbrance, mortgage, trust (including any statutory, deemed or constructive trust), option or adverse Claim or encumbrance of any nature or kind (collectively, the “**Encumbrances**”), in respect of the Applicants, other than the Retained Liabilities, shall be transferred to and assumed by and shall vest absolutely and exclusively, without recourse, in ResidualCo, and:

- (i) such Claims and Encumbrances shall continue to attach to the Excluded Assets with the same nature and priority as they had immediately prior to the Effective Time, as if the Excluded Assets had not been conveyed and had remained in the possession or control of the Person (as defined below) having that possession or control immediately prior to the transfer; and
 - (ii) such Claims and Encumbrances shall be transferred to and assumed by ResidualCo in consideration for the transfer of the Excluded Assets;
- (e) fifth, all Excluded Liabilities, being all Claims and Encumbrances other than the Retained Liabilities (and Encumbrances relating to the Retained Debt), shall be novated and become obligations of ResidualCo, and shall no longer be obligations of the Applicants, and all of the Applicants’ respective assets, licences, undertakings and properties of every nature and kind whatsoever and wherever situate, including any property held in trust for the Applicants (collectively, the “**Applicants’ Property**”), shall be and are hereby forever released and discharged from such Excluded Liabilities, which shall be irrevocably expunged and discharged as against the Applicants’ Property;
- (f) sixth, without limiting sub-paragraph 11(e) hereof, any and all security registrations against the Applicants (other than any security registrations in respect of an Retained Liability), including but not limited to those listed in **Schedule “B”** hereto, shall be and are hereby forever released and discharged as against the Applicants, and all such security registrations shall attach to the Excluded Assets vested in ResidualCo and maintain the same attributes, rights, nature, perfection and priority as they had immediately prior to the Effective Time, as if the Excluded Assets had not been conveyed and remained in the possession or control of the

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

- (g) seventh, in consideration for the Purchase Price, CanadaBis shall issue the New Common Shares to the Purchaser, and all of the right, title, and interest in and to the New Common Shares shall vest absolutely in the Purchaser;
- (h) eighth, the articles of CanadaBis shall be amended to:
 - (i) consolidate the New Common Shares and the Existing Shares on the basis of the Consolidation Ratio, and
 - (ii) provide for such additional changes to the rights and conditions attached to the New Common Shares and the Existing Shares as may be requested by the Purchaser;
- (i) ninth:
 - (i) any fractional New Common Shares and Existing Shares held by any holder of such shares immediately following consolidation shall be cancelled, terminated and extinguished, without any liability, payment or other compensation in respect thereof, or any other Claim against CanadaBis or ResidualCo, and
 - (ii) if required, the articles of CanadaBis shall be amended to the extent necessary to achieve such cancellation; and
- (j) tenth, any and all Equity Interests of CanadaBis (other than the Post-Consolidation Shares) that remain issued and outstanding immediately following the Consolidation and Cancellation shall be cancelled, terminated and extinguished, without any liability, payment or other compensation in respect thereof, or any other Claim against CanadaBis or ResidualCo, and all Claims in respect of any Equity Interests of CanadaBis (other than the Post-Consolidation Shares) shall be

and are hereby fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any liability, payment or other compensation in respect thereof; and

(k) eleventh:

- (i) the CCAA Proceedings shall be terminated in respect of the Applicants and the Applicants' Property, and the Applicants shall be deemed to be released from the purview of the SARIO and all other Orders of this Court granted in relation to the CCAA Proceedings, excepting this Order, the provisions of which (as they relate to the Applicants) shall continue to apply in all respects;
- (ii) ResidualCo shall be deemed to be a company to which the CCAA applies, replace the Applicants as applicant in the CCAA Proceedings, and any reference in any Order of this Court (other than this Order) made in the CCAA Proceedings to an "Applicant" shall be deemed to refer to ResidualCo, *mutatis mutandis*. Without limiting the generality of the foregoing, the Monitor shall be automatically appointed as the monitor of ResidualCo, with all of the powers and authority granted to the Monitor under the SARIO (as may be amended from time to time), and the Administration Charge, the Directors' Charge, and any other charge granted pursuant to the SARIO shall, immediately and without further Order of the Court, apply to and affect all assets, undertakings, and properties of ResidualCo, in accordance with the terms set out in the SARIO concerning such charges; and
- (iii) the style of cause of the CCAA Proceedings shall be amended to remove the Applicants as applicants and replace them with ResidualCo, and any document filed thereafter in the CCAA Proceedings (other than the Monitor's Certificate) shall be filed using such revised style of cause.

12. For greater certainty, any Person that, prior to the Effective Time, had a Claim or Encumbrance, other than a Retained Liability (which shall include the Retained Debt), against the Applicants or the Applicants' Property shall, as of the Effective Time, no longer have any such Claim or Encumbrance against or in respect of the Applicants, the Applicants' Property, or the Purchaser, but shall have an equivalent Claim or Encumbrance, as applicable, against ResidualCo in respect of the Excluded Assets and the Excluded Liabilities from and after the Effective Time, with the same attributes, rights, security, nature and priority as such Claim or Encumbrance had immediately prior to its transfer to ResidualCo, and nothing in this Order limits, lessens, modifies (other than by change in debtor) or extinguishes the Claim or Encumbrance of any Person as against ResidualCo.
13. From and after the Effective Time, the Applicants and the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge and release, as against the Applicants and the Applicants' Property, of the Claims and Encumbrances that are transferred to and vested in ResidualCo.
14. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof in connection with the Transaction.
15. The Monitor may rely on written notice from the Applicants and the Purchaser regarding the fulfilment of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.
16. Except to the extent expressly contemplated by the Subscription Agreement, all contracts, agreements and arrangements (whether oral or written) by which any of the Applicants or any of the Applicants' Property is bound or under which any of the Applicants has rights (each, a "**Contract**") to which any of the Applicants is a party at the time of delivery of the Monitor's Certificate, other than the Excluded Contracts, will be and remain in full force and effect upon and following delivery of the Monitor's Certificate, and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**", and each being a "**Person**") who is a party to any such contract, agreement or arrangement may accelerate, terminate, rescind, refuse to

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

- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicants);
- (b) the insolvency of the Applicants or the fact that the Applicants sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transaction, or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (d) any transfer or assignment, or any change of control of the Applicants arising from the implementation of the Subscription Agreement, the Transaction or the provisions of this Order.

17. For greater certainty:

- (a) nothing in paragraph 16 hereof shall waive, compromise or discharge any obligations of the Applicants in respect of any Retained Liabilities;
- (b) the designation of any Claim as an Retained Liability is without prejudice to the Applicants' right to dispute the existence, validity or quantum of any such Retained Liability; and
- (c) nothing in this Order or the Subscription Agreement shall affect or waive the Applicants' rights and defences, both legal and equitable, with respect to any Retained Liability, including but not limited to all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

18. From and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Applicants then existing or previously committed by the Applicants, or caused by the Applicants, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation expressed or implied in any Contract existing between such Person and the Applicants arising directly or indirectly from the commencement of the CCAA Proceedings and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 16 hereof and any and all notices of default and demands for payments or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Applicants from performing their obligations under the Subscription Agreement or be a waiver of defaults by the Applicants under the Subscription Agreement and the related documents.
19. Upon the delivery of the Monitor's Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicants, the Applicants' Property or the Excluded Assets (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and a copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and statements of conveyance as may be required to give effect to the terms of this Order, the Subscription Agreement, and the completion of the Transaction (collectively the "**Registrations**"). Presentment of the Monitor's Certificate and this Order shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interests against any of the Applicants and the Applicants' Property and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations and other Encumbrances against the Applicants, on the Applicants' Property and the Excluded Assets, as applicable. Such Registrations shall be registered by the Governmental Authorities, including the Registrar of Land Titles of Alberta, notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-7 and

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

20. The Applicants and the Monitor shall not incur any liability under the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp), the *Excise Tax Act*, R.S.C. 1985, c. E-15, or any other similar federal, provincial, state or territorial tax legislation (collectively, the “**Statutes**”) for facilitating any payments contemplated under the Subscription Agreement and in accordance with this Order, and the Monitor shall not have any liability for the tax liabilities of any of the Applicants, the Purchaser, or ResidualCo under the Statutes in respect of such payments, regardless of how or when such liabilities may have arisen.
21. For greater certainty, and without limiting any of the protections accorded the Monitor pursuant to this Order or any other Order of this Court, the Monitor is hereby forever released, remised and discharged from any Claims against it or its directors, officers or employees under or pursuant to the Statutes or otherwise at law arising as a result of any payments contemplated under the Subscription Agreement and this Order.

RESIDUALCO

22. Travis McIntyre (the “**First Director**”) is hereby authorized, *nunc pro tunc*, to act as a director and officer of ResidualCo and, in such capacity, is authorized to take such steps and perform such tasks as are necessary or desirable to facilitate the terms of this Order and the Transaction.
23. The First Director shall not incur any liability as a result of becoming a director or officer of ResidualCo, save and except any liability or obligation incurred as a result of fraud, gross negligence or wilful misconduct on their part.

RELEASES

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

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

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

MONITOR AND MONITOR’S ENHANCED POWERS

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

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

27. Nothing in this Order, including the release of the Applicants from the purview of the CCAA Proceedings pursuant to paragraph 11(k) hereof and the addition of ResidualCo as an applicant in these CCAA Proceedings shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in the CCAA Proceedings, and FTI shall continue to have the benefit of any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the SARIO, any other Orders in these CCAA Proceedings, or otherwise, including all approvals, protections, stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.
28. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to this Order, the performance of any act authorized by this Order, or the administration of ResidualCo, except with prior leave of this Court on not less than 15 days' prior written notice to the Monitor and its legal counsel. For greater certainty, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the SARIO and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor and the fulfillment of its duties and the carrying out of the provisions of this Order. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under this paragraph 28.
29. The Monitor shall not, as a result of this Order or any matter contemplated hereby:
 - (a) be deemed to have taken part in the management or supervision of the management of the Applicants or ResidualCo or to have taken or maintained possession or

control of the business or property of any of the Applicants or ResidualCo, or any part thereof; or

- (b) be deemed to be in Possession of any property of the Applicants or ResidualCo within the meaning of any applicable environmental legislation and/or Cannabis Legislation (as such terms are defined in the SARIO), or otherwise. For greater certainty, ResidualCo shall remain in possession and control of its property and business.
- 30. Notwithstanding anything contained in this Order, the Monitor and its directors, officers and employees are not and shall not be or be deemed to be a director, officer or employee of ResidualCo, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising as a direct result of fraud, gross negligence, or wilful misconduct of the Monitor.
 - 31. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of ResidualCo, and any distributions to creditors of ResidualCo by the Monitor shall be deemed to have been made by ResidualCo.
 - 32. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of ResidualCo with respect to such matters and, in the event of a conflict between the terms of this Order and those of the SARIO or any other Order of this Court, the provisions of this Order shall govern.

ADMINISTRATIVE EXPENSE RESERVE

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

MISCELLANEOUS

34. In the event of a conflict between the terms of this Order and those of the SARIO, or any other Order of this Court, or the Subscription Agreement, the terms of this Order shall govern.
35. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Applicants are authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser all human resources and payroll information in the Applicants' records pertaining to past and current employees of the Applicants. The Purchaser shall maintain and protect the privacy of such information in accordance with Applicable Law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicants.
36. Notwithstanding:
- (a) the pendency of these proceedings;
 - (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") in respect of the Applicants or ResidualCo and any bankruptcy order issued pursuant to any such application; and
 - (c) any assignment in bankruptcy made in respect of any of the Applicants, or ResidualCo,

the execution of the Subscription Agreement, the implementation of the Transaction (including, without limitation, the transfer and vesting of the Excluded Assets and Excluded Liabilities in and to ResidualCo, the issuance of the New Common Shares to the Purchaser, the transfer and vesting of the Post-Consolidation Shares in and to the Purchaser) and any payments by or to the Applicants, the Purchaser, or ResidualCo authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants, the Purchaser or ResidualCo and shall not be void or voidable

by creditors of the Applicants, the Purchaser or ResidualCo, as applicable, nor shall they constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation or at common law, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

37. The Applicants, the Purchaser, the Monitor and any other interested Person shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in completing the Transaction or any matters arising in respect of the Transaction post closing.
38. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order, the Subscription Agreement and all amendments thereto, in connection with any dispute involving the Applicants or ResidualCo, and to adjudicate, if necessary, any disputes concerning the Applicants or ResidualCo related in any way to the Transaction.
39. This Court hereby requests the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complementary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order.
40. Service of this Order shall be deemed good and sufficient by:
 - (a) serving same on the Persons who were served with notice of this Application and any other parties attending or represented at the hearing of this Application; and

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

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

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



Justice of the Court of King's Bench of Alberta

Schedule “A”

Form of Monitor’s Certificate

COURT FILE NUMBER **2601-07007**

COURT COURT OF KING’S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk’s Stamp

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

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

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

DOCUMENT **MONITOR’S CERTIFICATE**

ADDRESS FOR **Fasken Martineau DuMoulin LLP**
SERVICE AND Barristers and Solicitors
CONTACT 3400 First Canadian Centre
INFORMATION OF 350 – 7th Avenue SW
PARTY FILING THIS Calgary, Alberta T2P 3N9
DOCUMENT **Dylan Chochla / Jessica Cameron**
Telephone: 416.868.3425 / 403.261.9468
Email: dchochla@fasken.com / jcameron@fasken.com

RECITALS

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

- B. Pursuant to an Order of the Court dated August 27, 2026, the Court approved a transaction contemplated by the Subscription Agreement between the Applicants and 2208318 Alberta Ltd. (the “**Purchaser**”) dated August 19, 2026 (the “**Subscription Agreement**”).
- C. Upon the delivery of this Certificate, the Vested Assets shall be transferred to and shall vest absolutely and exclusively, without recourse, to _____.
- D. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Subscription Agreement.

THE MONITOR CERTIFIES the following:

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

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

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

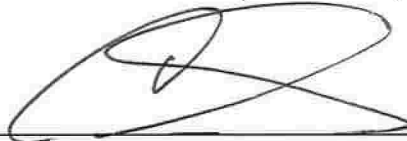
Per: _____
Name: Jeffrey Rosenberg
Title: Senior Managing Director

Schedule “B”

Security Registrations to be Discharged

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

This is Exhibit "B" to the Affidavit of Jeffrey Holmgren sworn
before me this 5th day of October, 2026.

A handwritten signature in black ink, appearing to be 'Chris Nyberg', written over a horizontal line.

Notary/Public Commissioner for Oaths in and for Alberta

Chris Nyberg
Barrister & Solicitor

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2601-07007
COURT OF KING'S BENCH OF ALBERTA
CALGARY

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

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

APPLICANT:

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

DOCUMENT

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

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, Ontario M5K 1K7
Tel: 416-304-1616

Attn: **Mitchell W. Grossell / Derek Harland / Andrew
Nesbitt**

Telephone: 416-304-1616
Email: mgrossell@tgf.ca / dkharland@tgf.ca /
anesbitt@tgf.ca

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

AUGUST 27, 2026

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

THE HONOURABLE JUSTICE SIMARD

LOCATION OF HEARING:

CALGARY, ALBERTA

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

SERVICE AND DEFINITIONS

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

STAY EXTENSION

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

APPROVAL OF MONITOR’S REPORTS

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

APPROVAL OF THE FEES OF THE MONITOR AND ITS COUNSEL

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

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

TERMINATION OF THE CCAA PROCEEDINGS

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

DISCHARGE OF MONITOR

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

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

ASSIGNMENT INTO BANKRUPTCY

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

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

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

SEALING

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

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

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

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

GENERAL

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

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



Justice of the Court of King's Bench of Alberta

Clerk's Stamp

Schedule "A"
Form of Monitor's Certificate

COURT FILE NUMBER **2601-07007**

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **CCAA TERMINATION CERTIFICATE**

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

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

RECITALS

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

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

THE MONITOR HEREBY CERTIFIES the following:

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

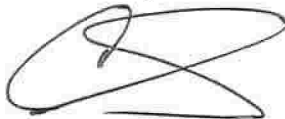
ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred.

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

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

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

This is Exhibit "C" to the Affidavit of Jeffrey Holmgren sworn
before me this 5th day of October, 2026.

A handwritten signature in black ink, appearing to be 'Chris Nyberg', written over a horizontal line.

Notary/Public Commissioner for Oaths in and for Alberta

Chris Nyberg
Barrister & Solicitor

Clerk's Stamp

COURT FILE NUMBER 2601-07007

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **FIRST AFFIDAVIT OF JEFFREY HOLMGREN**

ADDRESS FOR SERVICE
AND CONTACT THORNTON GROUT FINNIGAN LLP
INFORMATION OF PARTY TD West Tower, Toronto-Dominion Centre
FILING THIS DOCUMENT 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 / ddharland@tgf.ca / anesbitt@tgf.ca

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

1. I was engaged by CanadaBis Capital Inc. (“**CanadaBis**”) as a financial consultant to assist CanadaBis and its subsidiaries, Stigma Pharmaceuticals Inc. (“**Stigma Pharmaceuticals**”), 2103157 Alberta Ltd. (“**210**”), Full Spectrum Labs Ltd. (“**Full Spectrum**”), and 1998643 Alberta Ltd. (“**199**”) (collectively, the “**Applicants**”) with their restructuring initiatives.
2. As a result of my role with the Applicants, I have knowledge of the matters to which I herein depose and attest that they are true. Unless I indicate to the contrary, the facts herein are within my personal knowledge. Where I have indicated that I have obtained facts from other sources, I have identified the sources and believe those facts to be true.
3. Capitalized terms used in this affidavit but not defined have the meaning given to them in the Subscription Agreement among the Applicants and 2208318 Alberta Ltd. (in such capacity, the “**Purchaser**”) dated August 19, 2026 (the “**Subscription Agreement**”). All references to monetary amounts in this affidavit are in Canadian dollars unless noted otherwise.
4. This application is made within the Applicants’ proceeding under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to the initial order (the “**Initial Order**”) granted on April 17, 2026 (the “**Filing Date**”) by Justice Armstrong of the Alberta Court of King’s Bench (the “**Court**”), as amended by the Amended and Restated Initial Order (the “**First ARIO**”) granted by Justice Jones on April

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

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

- (a) an order (the "**RVO**") in the form of the draft order included at Schedule "B" of the Application that, among other things:
 - (i) approves the Subscription Agreement and the transaction contemplated therein (the "**Transaction**") and authorizes the Applicants to enter into the Subscription Agreement;
 - (ii) vests all of the Applicants' right, title and interest in and to the Excluded Assets, Excluded Contracts, and Excluded Liabilities to ResidualCo (as defined below);
 - (iii) authorizes and directs CanadaBis to file articles of amendment, vesting all right, title and interest in and to the Post-Consolidation Shares in the Purchaser free and clear of all Claims and Encumbrances;
 - (iv) releases and discharges all Claims and Encumbrances from the Applicants' property;
 - (v) cancels and terminates, without consideration, all Equity Interests of CanadaBis other than the Post-Consolidation Shares;
 - (vi) grants certain protections in favour of FTI Consulting Canada Inc. ("**FTI**" or the "**Monitor**");

- (vii) upon the Monitor's delivery of a certificate substantially in the form appended to the RVO, deems the Applicants to cease being Applicants in these proceedings;
- (viii) adds a corporation to be incorporated ("**ResidualCo**") by CanadaBis in advance of the Closing Date of the Transaction as an applicant to these CCAA proceedings;
- (ix) authorizes Travis McIntyre to act as first director of ResidualCo, and orders that he shall not incur any liability associated with being the first director of ResidualCo, save and except for gross negligence or wilful misconduct; and
- (x) grants releases in favour of:
 - (1) the Applicants and their current directors, officers, employees and financial and legal advisors;
 - (2) the Monitor and its legal counsel, and their respective directors, officers, and employees;
 - (3) the Purchaser, and its current directors, officers, employees, and financial and legal advisors; and
 - (4) ResidualCo and its legal counsel, and their respective directors, officers and employees(collectively, the "**Released Parties**"); and

- (xi) grants the Monitor with enhanced powers in respect of ResidualCo, including the authority to assign ResidualCo into bankruptcy; and
- (b) an order (the “**Stay Extension and Termination Order**”) in the form of the draft order included at Schedule “C” of the Application that, among other things:
 - (i) extends the Stay Period (as defined in the SARIO) in favour of the Applicants and their directors and officers (“**D&Os**”) from September 11, 2026, up to and including October 30, 2026;
 - (ii) upon the filing of a certificate of the Monitor in the form appended to the proposed Stay Extension and Termination Order (the “**Termination Certificate**”), terminates these CCAA proceedings and discharges the Monitor (the “**CCAA Termination Time**”);
 - (iii) terminates the Court-ordered charges approved in these CCAA proceedings effective as at the CCAA Termination Time;
 - (iv) approves the activities of the Monitor and the fees and disbursements of the Monitor and its counsel; and
 - (v) permits ResidualCo to assign itself into bankruptcy.

I. BACKGROUND AND OVERVIEW OF THE CCAA PROCEEDING

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

7. 199 is the operating arm of the Applicants' corporate group and holds all material assets required for the cannabis business, including the inventory, production equipment, and related operational assets. 199 also holds a Health Canada licence to sell cannabis products and an excise licence issued by the CRA under the *Excise Act, 2001*, SC 2002, c. 22 (collectively, the "**Licences**"). 199 sells its cannabis products across most of Canada, including Alberta, Ontario, British Columbia, Saskatchewan, Manitoba, Yukon, Nunavut, and the Northwest Territories.
8. On April 17, 2026, the Applicants obtained protection under the CCAA pursuant to the Initial Order. The Initial Order, among other things:
 - (a) granted an initial Stay Period in favour of the Applicants and their D&O's up to and including April 27, 2026;
 - (b) appointed FTI as the Monitor of the Applicants in this proceeding;
 - (c) preserved the *status quo* in respect of the Licences;
 - (d) granted the Administration Charge up to the maximum amount of \$150,000;
 - (e) granted the D&O Charge up to the maximum amount of \$900,000;
 - (f) authorized CanadaBis to take no further steps or incur further expenses in relation to the Securities Filings, and declared that none of the D&Os, employees, or other representatives of the Applicants or the Monitor shall have any personal liability for any failure by CanadaBis to make the Securities Filings; and
 - (g) postponed the requirement for any future annual general meeting of the shareholders of CanadaBis during these CCAA proceedings and extended the

time limit to call and hold such annual general meeting of shareholders until after the conclusion of these CCAA proceedings.

9. On April 27, 2026, the Court granted the First ARIO, which, among other things:
 - (a) extended the Stay Period until June 11, 2026;
 - (b) increased the Administration Charge up to the maximum amount of \$375,000;
 - (c) increased the D&O Charge up to the maximum amount of \$2,900,000;
 - (d) elevated the priority of the Charges ahead of all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise in favour of any person; and
 - (e) prohibited any person from setting off pre-filing obligations against post-filing obligations.
10. On June 10, 2026, the Court granted the SARIO, which:
 - (a) extended the Stay Period until September 11, 2026; and
 - (b) granted the Applicants the authorization, but not the requirement, to make termination and severance payments to employees whose employment is terminated during these CCAA proceedings.
11. On June 10, 2026, the Applicants also obtained a Sale and Investment Solicitation Process Order (the "**SISP Order**") that approved a sale and investment solicitation process (the "**SISP**") and authorized the Monitor, in consultation with the Applicants, to implement the SISP. A copy of the SISP Order, which includes the SISP, is attached hereto as **Exhibit "A"**.

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

II. CONDUCT OF THE SISP¹

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

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

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

Closing Date Deadline	A maximum of 4 weeks after the Sale Approval Hearing, but by no later than October 8, 2026
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14. The SISP solicited interest in and opportunities for: (a) one or more sales or partial sales of all, substantially all, or certain portions of the Applicants' Property or their Business; and/or (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Applicants or their Business. Accordingly, the SISP provided the Applicants with the latitude to pursue both asset and share transactions (including through a reverse vesting structure), or a recapitalization.
15. On June 25, 2026, the Purchaser provided written notice of its intention to participate in the SISP. A copy of the Purchaser's written notice is attached hereto as **Exhibit "B"**.
16. Travis McIntyre is a director of both the Purchaser (an existing secured creditor of 199) and the Applicants, and as required by the SISP, he was excluded from, and did not participate in, any discussions or communications concerning the conduct of the SISP, including with respect to Known Potential Bidders, the evaluation of Bids, or the selection of any Successful Bid.

Solicitation of Interest and Phase I of SISP

17. In accordance with the SISP, the Monitor, in consultation with the Applicants:
 - (a) prepared a list of Known Potential Bidders, which included:
 - (i) parties that approached either the Applicants or the Monitor indicating an interest in the opportunity; and

- (ii) strategic parties who the Monitor or the Applicants believed may be interested in purchasing all or part of the Business or Property or investing in the Applicants pursuant to the SISP;
 - (b) prepared a process summary (the “**Teaser Letter**”) describing the opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP;
 - (c) prepared a form of Confidentiality Agreement; and
 - (d) prepared the Data Room, with access being granted to potential bidders who have executed the Confidentiality Agreement and Acknowledgement of the SISP.
18. I am advised that the Monitor will prepare a detailed report on the SISP in its Third Report, to be filed (the “**Third Report**”). By way of summary, I have been advised by Mitch Grossell at Thornton Grout Finnigan LLP that:
- (a) the SISP commenced on June 10, 2026;
 - (b) the Monitor distributed the Teaser Letter describing the opportunity to invest in, or acquire the Applicants, to approximately 128 potential buyers and investors through electronic mail;
 - (c) an invitation to prospective buyers or investors to submit an offer for the sale of CanadaBis’ assets was published in the *Globe and Mail* (National Edition), *Insolvency Insider*, and *StratCann*, a cannabis industry publication;
 - (d) seven parties executed the Confidentiality Agreement and, upon execution, were provided with a Confidential Information Memorandum in respect of the

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

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

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

Phase II of SISP

- 21. During Phase II of the SISP, the Monitor provided the Qualified Phase I Bidders with additional information regarding the Applicants through the Data Room, including a template subscription agreement and form of vesting order.
- 22. During Phase II of the SISP, Mr. McIntyre participated in discussions with representatives of Servus and the Monitor regarding a new financing arrangement with Servus. During those discussions, Servus proposed a new financing structure and provided a non-binding

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

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

III. RELIEF SOUGHT

Approval of the Subscription Agreement

(i) Key Terms of the Transaction

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

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

Term	Details
Seller	Applicants

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

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

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

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

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

27. I understand from my discussions with the Monitor and the Applicants' counsel, that the Subscription Agreement represents the best possible transaction proposed in respect of the Applicants during the SISP.
28. Based on my discussions with the Monitor and counsel, the SISP broadly canvassed the market of parties that may be interested in the Applicants' business and assets. Further, the timelines under the SISP were reasonable in the circumstances given the Applicants' cash constraints. I am advised by the Monitor that it also believes the timelines and terms of the SISP were reasonable in the circumstances.
29. Among other, the benefits of the Transaction include the following:
 - (a) the continuation of the Applicants as a going concern in Alberta;
 - (b) the continued employment of substantially all of the Applicants' employees;
 - (c) the continuation of ordinary course relationships among the Applicants and their suppliers of goods and services;
 - (d) the satisfaction of a majority of the Applicant's secured liabilities; and
 - (e) the assumption of certain unsecured liabilities, including the payment of any cure costs resulting from the change in control.

(ii) Reverse Vesting Structure

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

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

- (a) CanadaBis will issue New Common Shares to the Purchaser, and subsequently consolidate the New Common Shares and the Existing Shares, such that the Purchaser will become the sole shareholder of CanadaBis; and
 - (b) all Excluded Assets, Excluded Contracts, and Excluded Liabilities with respect to the Applicants will be transferred and “vested out” to ResidualCo, while the Applicants will retain the Retained Assets and Retained Liabilities so as to allow the Purchaser to acquire the Applicants’ business and assets on a “free and clear” basis, subject to the Permitted Encumbrances.
31. Subject to approval of the RVO, on or prior to the Closing Date, the Applicants shall effect the transaction steps and Pre-Closing Reorganization (collectively, the “**Implementation Steps**”) as set out in Schedule 5.01(c) of the Subscription Agreement.
32. The Applicants operate in a highly regulated environment in accordance with the *Cannabis Act* (Canada) and applicable provincial and municipal legislation. Among other things, the statutory and regulatory framework has strict rules regarding the sale, cultivation, and extraction of cannabis, and the persons permitted to sell cannabis.
33. The Applicants currently operate pursuant to a cannabis excise license issued by the CRA and Health Canada licenses, all of which remain in good standing. These licenses and permits are held in Alberta. The licenses are non-transferable. If the Transaction was structured as a traditional asset sale, new licenses would need to be obtained, which would

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

34. In addition, an asset sale would require consents to assign, re-establish or enter into new arrangements with respect to various other commercial counterparties including:
 - (a) contracts with certain provincial and territorial cannabis distributors; and
 - (b) intellectual property rights associated with the Applicants' business and brands, including trademarks relating to Stigma Grow and Dab Bods, which would require re-recording and registration of the names and assignment.
35. Under a traditional asset sale transaction structure, some of these licenses, permits, and contracts with government entities and other strategic suppliers may be difficult to transfer to a purchaser and, to the extent that such transfer is possible, the steps required to proceed with such transfer will likely result in additional delays, costs, and uncertainty.
36. Accordingly, the Subscription Agreement was structured as a reverse vesting transaction because, in part, it will permit the Applicants to maintain their licenses, intellectual property, and contracts with government entities and strategic suppliers.
37. As the Applicants are facing significant liquidity constraints, the delay, cost, and uncertainty associated with transferring their licenses, intellectual property and contracts with government entities, and strategic suppliers is not a viable option. Further, the Purchaser requires that the transaction be completed by way of reverse vesting order.

38. Based on discussions with the Applicants counsel and the Monitor, I am not aware of any reason why completing the Transaction under a reverse vesting structure will result in any material prejudice or impairment of any of the Applicants' creditors' rights that they would otherwise have under an asset sale transaction or under any other viable alternative.
39. The Subscription Agreement maintains the rights that creditors would otherwise have in an asset sale transaction.
40. The market has been thoroughly canvassed. Based on discussions with the Monitor, the Transaction contemplated by the Subscription Agreement is the best going-concern option which would result in continued employment for most of the Applicants' employees, the preservation of its licences, and the continued relationships with the Applicants' suppliers and customers.
41. While a variety of liabilities will be vested out into ResidualCo in this structure, the same result would have occurred had the transaction been implemented in an asset transaction structure. The liabilities to be assumed in the Subscription Agreement provides a benefit for a variety of stakeholders that would not have otherwise had this benefit in a traditional asset vesting transaction structure.
42. Based on my involvement leading up to commencement of the CCAA Proceedings and the SISP:
 - (a) the process leading to the proposed Transaction, which began as early as April 2026, was reasonable in the circumstances;

- (b) the Monitor properly conducted the SISP and consulted the Applicants throughout, as required and necessary;
 - (c) the Transaction, if approved by this Court, will result in the best outcome for the Applicants and their creditors and other stakeholders in the circumstances;
 - (d) the consideration to be received for the New Common Shares is reasonable and fair, taking into account their market value and the broad canvassing of potentially interested parties during the SISP; and
 - (e) the Monitor is supportive of the relief sought on this motion.
43. As described above, the Monitor and its counsel and counsel to the Applicants, have engaged in discussions with Servus regarding the Transaction, including the process leading to the selection of the Purchaser's Bid as the Successful Bid. Following those discussions, Servus advised that it supports the Transaction.

(iii) Releases

44. As set forth in the proposed RVO, the Applicants also seek third party releases in favour of the Released Parties, being: (a) the Applicants and their current directors, officers, employees, and financial and legal advisors; (b) the Monitor and its legal counsel, and their respective directors, officers, and employees; and (c) the Purchaser and its current directors, officers, employees, and financial and legal advisors.
45. The released claims cover, among other things, any and all present and future claims based in whole or in part on any act, omission, transaction, dealing or occurrence that existed or took place before the filing of the Monitor's Certificate, or undertaken or completed in connection with the CCAA proceedings, arising in connection with the Subscription

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

46. The purpose of the releases is to provide the Applicants and their representatives with a fresh start following the consummation of the Transaction. The Released Claims include all pre-filing claims (secured or unsecured) and any post-filing claims up to and including the date that the Monitor serves and files the Monitor’s Certificate.
47. The Released Parties have each participated in these CCAA proceedings or the Transaction in their respective capacities. The Applicants’ directors, officers, employees, and advisors have assisted in maintaining the Applicants’ operations, supporting the SISP, and advancing the Transaction. The proposed releases extend to Travis and Kim McIntyre in their capacities as directors and officers of certain of the Applicants. Both have made substantial contributions to the Applicants’ restructuring and continued operations during these proceedings.
48. For example, since the commencement of the CCAA proceedings, Travis McIntyre has devoted substantial time and effort to preserving the Applicants’ operations, maintaining regulatory compliance, and advancing the restructuring process. Mr. McIntyre is the Responsible Person in Charge under the *Cannabis Act*, and holds one of only two security clearances within the organization that permit the lawful conduct of the Applicants’ licensed cannabis activities.

49. Throughout the restructuring, Mr. McIntyre has ensured that the Applicants remained in good standing with Health Canada, maintained all required regulatory reporting, supervised licensed operations, and preserved the federal licenses that are fundamental to the value of the business. He has also maintained relationships with key customers, provincial distributors, suppliers, employees, regulators, the Monitor, and professional advisors to ensure the continued operation of the Applicants during these proceedings.
50. These efforts have paid off significantly to maintain the *status quo* and preserve the value of the Applicants' business. Among other things:
- (a) no key customer accounts have been lost since the Filing Date, ensuring that all material revenue was retained;
 - (b) all Cannabis Tracking and Licensing System (CTLS) filings since the Filing Date have been completed on time;
 - (c) all critical suppliers have continued to supply, with only one vendor moving to COD terms since the Filing Date;
 - (d) all key employees have been retained, including among others the production planners, controllers, extraction leads and quality assurance professionals; and
 - (e) production planning and scheduling has progressed uninterrupted since the Filing Date.
51. In addition to maintaining day-to-day operations, Mr. McIntyre has played a direct role in advancing the restructuring itself. Mr. McIntyre has worked closely with the Monitor and counsel in preparing cash flow forecasts, operational reporting, affidavits, and other materials required by the Court and stakeholders.

52. Kim McIntyre also made significant and tangible contributions to the restructuring. As the Alternate Responsible Person in Charge and the only other individual within the organization holding the necessary security clearance, she played a critical role in maintaining the regulatory framework required for the Applicants' continued operations.
53. Ms. McIntyre has been responsible for excise stamp management, cannabis duty reporting, CRA remittances, provincial licensing renewals, government reporting obligations, insurance administration, and maintaining relationships with provincial and territorial distributors and regulators. Her efforts ensured that products could continue to be lawfully packaged and sold, that regulatory obligations were met on a timely basis, and that the Applicants maintained access to key provincial and territorial markets throughout the restructuring.
54. Ms. McIntyre also assumed additional responsibilities following staffing reductions during these proceedings. She absorbed functions previously performed by departed employees, including human resources and logistic responsibilities, while continuing to oversee regulatory, licensing, and commercial matters.
55. Ms. McIntyre's efforts since the Filing Date have resulted in, among other things, the following:
 - (a) the remittance of all post-filing excise obligations to date, with approximately \$2.5 million remitted between April and August 2026;
 - (b) reduced costs as a result of production or shipment interruptions stemming from delayed excise stamps by right-sizing the excise stamp forecasting and ordering;

- (c) maintained key relationships with provincial partners, protecting existing purchase orders and future revenues;
 - (d) spearheaded the Applicants' product development initiatives, resulting in over 15 SKUs being launched since the Filing Date; and
 - (e) restructuring the organizational staffing needs, resulting in approximately \$320,000 in annualized payroll reduction.
56. Based on my direct observations and involvement with the restructuring process, both Travis and Kim McIntyre have made substantial contributions that were practical and necessary to preserving the Applicants' business, maintaining its regulatory licenses, supporting the SISP, and maximizing value for stakeholders.
57. The Applicants are required to have two individuals with the requisite security clearances in order to maintain their cannabis licence and continue their licensed operations. Accordingly, the continued involvement of both Travis and Kim is necessary for the Applicants to remain in compliance with applicable regulatory requirements.
58. The proposed releases also extend to me in my capacity as financial advisor to the Applicants. Since the commencement of these CCAA proceedings, I have devoted substantial time and effort to supporting the Applicants and advancing their restructuring, including by assisting with financial and operational reporting, cash flow forecasting and liquidity management, responding to information requests from the Monitor and other stakeholders, supporting the SISP and the negotiation and implementation of the Transaction. I believe that my involvement has assisted in maintaining the Applicants' operations, advancing the restructuring process and preserving value for stakeholders.

59. FTI, in its capacity as Monitor, and its counsel and advisors have overseen and assisted with the Applicants' restructuring, including by monitoring the Applicants' business and financial affairs, implementing the SISP, engaging with bidders and key stakeholders, and facilitating the negotiation of the Transaction.
60. The Purchaser and its advisors have participated in the SISP, negotiated and entered into the Subscription Agreement, and devoted time and resources to advancing the Transaction. The Transaction will preserve the Applicants' business as a going concern and maintain the employment of substantially all of their employees. The Purchaser requires the certainty afforded by the proposed releases to complete the Transaction.
61. The proposed release also extends to ResidualCo and its legal counsel, and their respective directors, officers, and employees. The release is appropriate given the role those parties will undertake in implementing the Transaction and facilitating the orderly completion of these CCAA proceedings.

(iv) Sealing Order

62. The Applicants seek a limited sealing order until 30 days following the closing of the Transaction in respect of the Confidential Report, which contains all of: (a) the unredacted Subscription Agreement; (b) the Monitor's confidential bid summary; and (c) the Monitor's liquidation analysis. Each of these documents include sensitive commercial terms, the disclosure of which could materially prejudice any renewed efforts to market the Applicants' business if the Transaction does not close.
63. In particular, the disclosure of these terms would create a "price ceiling" that limits the amount another party may be prepared to pay for the Purchased Shares in a subsequent

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

(v) Enhanced Monitor Powers

64. As described earlier in this affidavit, Mr. McIntyre will serve as the first director of ResidualCo in order to facilitate its incorporation and the implementation of the Transaction. I am advised by Mr. McIntyre that he intends to resign as a director of ResidualCo effective upon the completion of the Transaction. Following his resignation, ResidualCo will have no directors or officers to manage its affairs or oversee the satisfaction of its remaining obligations.
65. I am advised by the Monitor that it has agreed to assume certain enhanced powers in respect of ResidualCo following the completion of the Transaction, subject to the granting of the RVO, and subject to it becoming necessary to do so.
66. The proposed enhanced powers will authorize, but not require, the Monitor to take such steps on behalf of ResidualCo as it considers necessary or appropriate to administer its affairs and facilitate its orderly wind-down, including the authority to assign ResidualCo into bankruptcy.

Stay Period Extension

67. Having completed the SISP, the Applicants also seek the proposed Stay Extension and Termination Order to provide sufficient time for the Applicants to complete the Transaction and effect the orderly and efficient completion of these CCAA proceedings.
68. The Applicants are seeking to extend the Stay Period from September 11, 2026 up to and including October 30, 2026. The extension of the Stay Period is necessary and appropriate in the circumstances to provide the Applicants and the Monitor with the time necessary to complete the Transaction.
69. I am advised by my legal counsel that the Monitor is supportive of the Stay Extension and Termination Order and believes that it is in the best interests of CanadaBis and its stakeholders.
70. I have been advised by the Monitor that it will include a revised Cash Flow Forecast in its report to be filed in connection with this motion. Based on my discussions with the Monitor, the Applicants are projected to have sufficient cash to operate during the requested Stay Period.
71. Since the granting of the Initial Order, the Applicants have acted in good faith and with due diligence to, among other things, stabilize the business, prepare and implement the SISP, and negotiate and consummate the Transaction.

Termination of the CCAA Proceedings and the Bankruptcy of ResidualCo

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

73. Following the completion of the SISP and the anticipated closing of the Transaction, the Applicants seek the proposed Stay Extension and Termination Order to facilitate the orderly and efficient completion of these CCAA proceedings, including the assignment of ResidualCo into bankruptcy.
74. Under the Subscription Agreement and the proposed RVO, the Excluded Assets and Excluded Liabilities will be transferred to ResidualCo upon closing. The Applicants will retain only the Retained Liabilities and will continue their business following closing, while the CCAA proceedings will continue solely in respect of ResidualCo.
75. The proposed Stay Extension and Termination Order provides that these CCAA proceedings and the Stay Period will be terminated upon service by the Monitor of the Termination Certificate on the Service List in these CCAA proceedings certifying that, to the best of the knowledge and belief of the Monitor, all matters to be attended to in connection with the CCAA proceedings have been completed.
76. At the CCAA Termination Time, FTI will be released and discharged as the Monitor and each of the charges granted in the SARIO will be terminated, released and discharged.
77. The Subscription Agreement provides for the payment of the Administrative Expense Amount to the Monitor on Closing and, to the extent the Applicants' available cash and the Deposit are insufficient, for the Purchaser to provide cash sufficient to satisfy the Cure Costs and Priority Payments. The Administrative Expense Amount includes the fees and costs of the Applicants' counsel, the Monitor and its counsel, the amounts secured by the applicable CCAA Charges, and the anticipated costs of administering and bankrupting

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

78. The Transaction does not provide sufficient proceeds to satisfy any of the Excluded Liabilities, which will be transferred to and assumed by ResidualCo upon closing. Accordingly, the Applicants do not intend to establish a claims process for the identification and resolution of claims with respect to the Excluded Assets, Excluded Contracts, and Excluded Liabilities in these CCAA proceedings or file a plan of compromise or arrangement.
79. To facilitate the orderly and efficient wind-up of ResidualCo's estate, the proposed Stay Extension and Termination Order authorizes ResidualCo to make an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") prior to the CCAA Termination Time.
80. The proposed Stay Extension and Termination Order also authorizes FTI, but does not require it, to act as trustee in bankruptcy in respect of ResidualCo.
81. The Monitor is supportive of ResidualCo's proposed assignment in bankruptcy pursuant to the BIA prior to the CCAA Termination Time, and believes that it is in the best interests of ResidualCo and its stakeholders.

IV. CONCLUSION

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

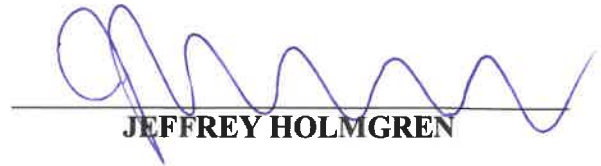
83. I swear this affidavit in support of the Applicants' motion seeking the RVO and the Stay Extension and Termination Order, pursuant to the CCAA and for no other or improper purpose.

SWORN before me at the Village of Radium Hot Springs, in the Province British Columbia, this August 19, 2026.



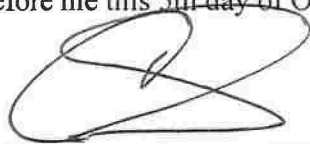
Notary/Public Commissioner for Oaths in
and for British Columbia

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



JEFFREY HOLMGREN

This is Exhibit "D" to the Affidavit of Jeffrey Holmgren sworn
before me this 5th day of October, 2026.

A handwritten signature in black ink, appearing to be "Chris Nyberg", written over a horizontal line.

Notary/Public Commissioner for Oaths in and for Alberta

Chris Nyberg
Barrister & Solicitor

Andrew Nesbitt

Subject: RE: AGLC Due Diligence | 1998643 Alberta Ltd. o/a Stigma Grow - Change in Ownership

From: **Kim McIntyre** <kim@stigmagrow.ca>

Date: Mon, Sep 14, 2026 at 11:03 AM

Subject: Fwd: AGLC Due Diligence | 1998643 Alberta Ltd. o/a Stigma Grow - Change in Ownership

To: Karen Aleong <Karen.Aleong@aglc.ca>

Cc: Randy Loxterkamp <Randy.Loxterkamp@aglc.ca>, Travis McIntyre <sspipeline@travis@hotmail.com>, Travis McIntyre <travis@stigmagrow.ca>

Hello Karen,

Thank you for your email. We appreciate you and Randy working with us through the change in ownership process for 1998643 Alberta Ltd. following the August 27, 2026 Approval and Reverse Vesting Order.

The transaction will significantly simplify the corporate structure. Please see the attached Illustration of Ownership Change. As indicated in the illustration, Travis and Kimberley will become the only directors and officers of all companies and the public entity (CanadaBis Capital Inc) will subsequently become private.

Following closing, Travis McIntyre and Kimberly McIntyre will be the only directors and officers of both 2208318 Alberta Ltd. and 1998643 Alberta Ltd. Both individuals are currently listed on Health Canada Licence #LIC-EHU8AS7A56 and hold security clearances expiring in 2029. Given that we have both completed numerous AGLC investigations through the licensing of our store and 1998643 Alberta Ltd., and that the corporate structure is simply being streamlined without any changes to directors or officers, we trust the \$1,500 deposit will be sufficient.

Please find our responses and the requested documentation below:

- Executed Subscription Agreement: See attached (Executed Subscription Agreement)
- Servus Refinancing Agreement: See attached (Credit Facility Agreement - Servus)
- Expected Closing Date: September 30, 2026
- Expected Corporate Ownership Structure Post-Close: 2208318 Alberta Ltd. will own 100% of 1998643 Alberta Ltd. Please see the attached Ownership Change Illustration for details.
- Expected Reporting Structure, Key Employees, and Directors Post-Close: Travis McIntyre and Kimberly McIntyre will be the only directors and officers. We can provide a list of key employees and reporting relationships if required.
- Proof of Source of Funds for Purchase Deposit (Paid July 15, 2026): See attached (Transfer of Funds - FTI Consulting)

Please let us know if you or Randy require any additional information. We are happy to provide anything further to assist in completing the AGLC review as efficiently as possible.

Kind regards,



KIM MCINTYRE STIGMA MANAGEMENT TEAM

PHONE: [1.403.844.9233](tel:14038449233)

TOLL FREE: 1.888.STI-GMA1

EMAIL: kim@stigmagrow.ca

WWW.STIGMAGROW.CA

----- Forwarded message -----

From: **Karen Aleong** <Karen.Aleong@aglc.ca>

Date: Thu., Sep. 3, 2026, 9:19 a.m.

Subject: AGLC Due Diligence | 1998643 Alberta Ltd. o/a Stigma Grow - Change in Ownership

To: travis@stigmagrow.ca <travis@stigmagrow.ca>

Cc: Randall Loxterkamp <Randy.Loxterkamp@aglc.ca>, sspipelinetravis@hotmail.com
<sspipelinetravis@hotmail.com>

Hello Travis,

My name is Karen Aleong and I am a Financial Investigator with AGLC. My file partner is Background Investigator Randy Loxterkamp. We have received and reviewed the August 27, 2026 Approval and Reverse Vesting Order, and the Stay Extension and CCAA Termination Order granted by Justice Simard. In order to begin the change in ownership investigation for 1998643 Alberta Ltd., please provide the following documents:

1998643 Alberta Ltd

- Complete, unredacted copy of executed subscription agreement
- Copy of Servus Refinancing Agreement
- Expected closing date
- Expected corporate ownership structure post-close
- Expected reporting structure including, key employees and directors, post-close
- Proof of source of funds for purchase deposit paid to monitor in trust on 26JUL15
- Proof of source of funds for remaining cash consideration to be paid at closing
- Copy of Health Canada Licence

2208318 Alberta Ltd

- Entity Disclosure (Form 5677, attached)

Deposit

A deposit of \$1,500 is required for the Due Diligence investigation. We may ask for more funds at a later date. Any unused funds will be refunded at the end of the investigation. We have two methods of electronic deposit of funds:

1. EFT – For electronic funds transfers, please submit to payment@aglc.ca. Please include your company's name in the comments section.
2. Wire transfer – for this method you will require our banking information:

Our bank is:
Bank of Montreal
Main Branch
[10185 – 101 Street NW](#)
[Edmonton, AB](#)
[CANADA T5J 0H4](#)

Bank Number	0001 (Bank of Montreal)
Swift Number:	BOFMCAM2
Branch Number	00149
Acct. Number	0000-774
Co. Name:	Alberta Gaming, Liquor and Cannabis Commission

Secure Web

Use our SecureWeb file sharing and uploading site to securely provide the confidential information. A private link to SecureWeb will be forwarded to travis@stigmagrow.ca. Please note that the link must be activated within 5 business days. If anyone else requires a link to submit these documents, please forward us their email address and we will set it up.

If you have any questions, let us know. Have a good day.

Karen and Randy



Karen Aleong BSc, CPA
Financial Investigator, Due Diligence
Regulatory Services
Phone [1-825-480-4755 ext. 1098](tel:1-825-480-4755)
Toll Free [1-800-272-8876](tel:1-800-272-8876) **Email** karen.aleong@aglc.ca **Web** aglc.ca
[50 Corriveau Avenue, St. Albert AB T8N 3T5](#)



Randy Loxterkamp
Investigator, Due Diligence
Regulatory Services
Cell [587-991-7420](tel:587-991-7420)
Email Randy.loxterkamp@aglc.ca **Web** aglc.ca
Mailing Address: [50 Corriveau Avenue, St. Albert AB T8N 3T5](#)

Protected A

Protected A

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received the email from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

This is Exhibit "E" to the Affidavit of Jeffrey Holmgren sworn
before me this 5th day of October, 2026.

A handwritten signature in black ink, appearing to be "Chris Nyberg", written over a horizontal line.

Notary/Public Commissioner for Oaths in and for Alberta

Chris Nyberg
Barrister & Solicitor

Andrew Nesbitt

Subject: RE: Important Notice Re: Health Canada Licence LIC-EHU8AS7A56 - 1998643 Alberta Ltd.

From: **Kim McIntyre** <kim@stigmagrow.ca>

Date: Wed, Sep 23, 2026 at 11:04 PM

Subject: Re: Important Notice Re: Health Canada Licence LIC-EHU8AS7A56 - 1998643 Alberta Ltd.

To: Cannabis Licensing / Licences cannabis (HC/SC) <licensing-cannabis-licences@hc-sc.gc.ca>

Cc: Travis McIntyre <travis@stigmagrow.ca>

Health Canada Licensing Team,

Thank you for your request regarding the proposed change of control involving 1998643 Alberta Ltd. Please find attached the completed change of control document and supporting organizational information for Health Canada's review.

The submission outlines the proposed ownership change, confirms that 1998643 Alberta Ltd. will remain the existing licence holder, and describes the anticipated impact on the licensed site, operations, personnel, and reporting structure. Please let us know if any additional information, clarification, or supporting documentation is required. Additionally, **the current closing date for this transaction is October 15th, 2026**. Should additional time be needed for review we would appreciate any notice you can provide.

Kindest regards,



KIM MCINTYRE STIGMA MANAGEMENT TEAM

PHONE: [1.403.844.9233](tel:14038449233)

TOLL FREE: 1.888.STI-GMA1

EMAIL: kim@stigmagrow.ca

WWW.STIGMAGROW.CA

On Tue, Sep 15, 2026 at 8:29 AM Cannabis Licensing / Licences cannabis (HC/SC) <licensing-cannabis-licences@hc-sc.gc.ca> wrote:

Unclassified / Non classifié

Hello Kim,

Thank you for notifying us of the Change in Control.

Licences under the *Cannabis Regulations* are issued to a person or entity (individual, partnership, co-operative or corporation) at a specific site, and the authorization is based on an assessment of the physical security measures, key personnel including directors and officers and anyone who exerts control over a licence holder, and good production practices specific to that site, amongst other things.

As cannabis licences are issued to specific persons or entities, they are not transferable, meaning they cannot simply be sold, transferred or assigned to a new owner or to any person who controls the licence holder, without Health Canada involvement.

Health Canada's mandate includes administering the *Cannabis Act* and its Regulations. The Department does not pre-approve business transactions proposed by licence holders. That being said, proposed business transactions resulting in changes in control of licence holders, such as the sale of a licence holder's assets to a new operator, or the sale of shares to a new investor/owner, are relevant to Health Canada's mandate with respect to the *Cannabis Act* and its Regulations. In order to effectively comply with the *Cannabis Act* and its Regulations, in most instances, Health Canada may require a new owner or operator to obtain a new licence, and have the existing licence revoked.

Licence holders, as well as prospective buyers or investors contemplating such a transaction, or any transaction that results in a change in control, such as the sale of a significant number of shares, must comply with the *Cannabis Regulations*.

We ask that you complete the Change in Control form with as much information as possible. Should you have issues accessing the form or any feedback, please do not hesitate to reach out to us.

If you require further assistance or have any additional questions, please contact us at licensing-cannabis-licences@hc-sc.gc.ca.

Kind regards,

Licensing and Security Division

Controlled Substances and Cannabis Branch

Health Canada / Government of Canada 29

Division des licences et de la sécurité

Direction générale des substances contrôlées et du cannabis

Santé Canada / Gouvernement du Canada 29

From: Kim McIntyre <kim@stigmagrow.ca>

Sent: 2026-09-14 1:19 PM

To: Kim McIntyre <kim@stigmagrow.ca>

Subject: Re: Important Notice Re: Health Canada Licence LIC-EHU8AS7A56 - 1998643 Alberta Ltd.

Warning: This message is from an EXTERNAL SENDER – be CAUTIOUS, particularly with links and attachments.
Attention : Ce message provient d'un EXPÉDITEUR EXTERNE – soyez PRUDENT, en particulier avec les liens et les pièces jointes.

Dear Health Canada Cannabis Licensing Team,

Re: Notification of CCAA Proceedings and Corporate Ownership Change – CanadaBis Capital Inc. / 1998643 Alberta Ltd – Licence No LIC-EHU8AS7A56

We are writing to proactively notify Health Canada of recent corporate proceedings involving CanadaBis Capital Inc. and its related entities and to ensure that the information associated with our cannabis licence and corporate profile remains current and accurate.

CanadaBis Capital Inc. underwent proceedings pursuant to the Companies' Creditors Arrangement Act (CCAA). As part of those proceedings, a restructuring transaction was approved by the Court, resulting in changes to the corporate ownership structure.

We recognize that changes arising from a restructuring transaction may have implications for information maintained by Health Canada and within the Cannabis Tracking and Licensing System (CTLS). We are therefore providing this notification to ensure full transparency and to request Health Canada's guidance regarding whether the transaction requires a licence amendment, ownership change request, corporate profile update, or any other regulatory filing.

We would be pleased to provide supporting documentation regarding the transaction, including, as applicable:

- Court orders relating to the CCAA proceedings and restructuring transaction;
- Updated corporate ownership structure;
- Updated organizational chart;
- Information regarding directors, officers and other key individuals;
- Corporate records or transaction documents; and
- Any additional documentation Health Canada requires to assess the change.

The company remains committed to maintaining compliance with the Cannabis Act, Cannabis Regulations, and all conditions applicable to its licence.

We respectfully request that Health Canada review the circumstances and advise us of any amendments, notifications, CTLS updates, security-clearance requirements, or other steps required as a result of the restructuring and change in corporate ownership.

We would also appreciate confirmation as to whether any action is required before the updated corporate structure can be fully reflected within our CTLS corporate profile.

Thank you for your assistance. We are available to provide any additional information required and will work promptly with Health Canada to ensure that all licensing and regulatory records accurately reflect the post-restructuring corporate structure.

Sincerely,

Kim McIntyre

ARPIC

1998643 Alberta Ltd DBA Stigma Grow

Licence No. LIC-EHU8AS7A56

[403-844-9233](tel:403-844-9233)

kim@stigmagrow.ca

On Thu, Apr 23, 2026 at 12:56 PM Kim McIntyre <kim@stigmagrow.ca> wrote:

To Whom It May Concern,

Please find the attached letter regarding status updates within our company. This letter is for informational purposes only; no other material changes have occurred within our organization at this time.

If you have any questions regarding this notice, please do not hesitate to contact me or the individuals listed in the attachment.

We appreciate your partnership and look forward to continuing our work together.

Best regards,



KIM MCINTYRE ASSISTANT RESPONSIBLE PERSON IN CHARGE

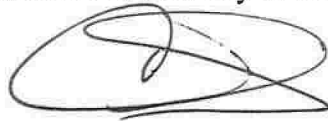
PHONE: [1.403.844.9233](tel:14038449233)

TOLL FREE: 1.888.STI-GMA1

EMAIL: kim@stigmagrow.ca

WWW.STIGMAGROW.CA

This is Exhibit "F" to the Affidavit of Jeffrey Holmgren sworn
before me this 5th day of October, 2026.

A handwritten signature in black ink, appearing to be "Chris Nyberg", written over a horizontal line.

Notary/Public Commissioner for Oaths in and for Alberta

Chris Nyberg
Barrister & Solicitor

AMENDMENT TO THE AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

This Amendment to the Amended and Restated Subscription Agreement (the “**Amendment**”) is made as of October 2, 2026

BETWEEN:

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

-and-

2208318 Alberta Ltd. (“**Purchaser**”)

RECITALS:

- A. On August 19, 2026, the Companies and the Purchaser entered into a subscription agreement (the “**Original Subscription Agreement**”) pursuant to which CanadaBis agreed to, among other things: (i) issue the New Common Shares to the Purchaser or its nominee(s), as applicable, and (ii) consolidate the New Common Shares and the Existing Shares, such that the Purchaser or its permitted assign(s), as applicable, will be the direct or indirect sole shareholder of CanadaBis and each of its direct and indirect subsidiaries (the “**Transaction**”).
- B. On August 26, 2026, the Companies and the Purchaser entered into an amended and restated subscription agreement (the “**A&R Subscription Agreement**”) to amend and restate the Original Subscription Agreement.
- C. On August 27, 2026, the Applicants sought and obtained the Transaction Approval and Reverse Vesting Order from the Court of King’s Bench of Alberta that, among other things, approved the Transaction and the A&R Subscription Agreement.
- D. Pursuant to section 14.05 of the A&R Subscription Agreement, the Companies and the Purchaser wish to amend the terms of the A&R Subscription Agreement to, among other things, extend the Outside Date in the A&R Subscription Agreement to October 30, 2026, in accordance with the terms set out in this Amendment.

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

1. Interpretation

- (a) Capitalized terms not otherwise defined herein have the meaning given them in the A&R Subscription Agreement.

2. **Amendments to the A&R Subscription Agreement**

- (a) The Parties agree that effective as of the date hereof, the A&R Subscription Agreement shall be amended or modified as follows:
 - (i) the definition of “**Outside Date**” set forth in Section 1.01 of the A&R Subscription Agreement is hereby amended by replacing the words “October 8, 2026” with “October 30, 2026”.

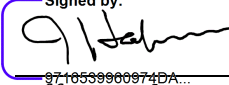
3. **General**

- (a) The A&R Subscription Agreement, as amended by this Amendment, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, between the Parties relating to the subject matter hereof.
- (b) Except for the foregoing amendments to the A&R Subscription Agreement as expressly contained herein, the A&R Subscription Agreement shall in all respects remain in full force and effect.
- (c) This Amendment shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (d) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages to this Amendment may be delivered by facsimile or other electronic transmission and any such signature page shall be deemed an original.

[Signature pages to follow]

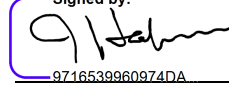
IN WITNESS WHEREOF the Parties have executed this Amendment as of the date first written above.

CANADABIS CAPITAL INC.

Signed by:
By: 
Name: Jeffrey Holmgren
Title: Authorized Signatory

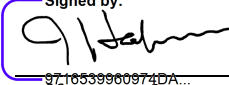
I have the authority to bind the corporation.

STIGMA PHARMACEUTICALS INC.

Signed by:
By: 
Name: Jeffrey Holmgren
Title: Authorized Signatory

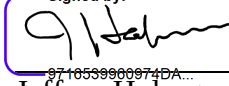
I have the authority to bind the corporation.

1998643 ALBERTA LTD.

Signed by:
By: 
Name: Jeffrey Holmgren
Title: Authorized Signatory

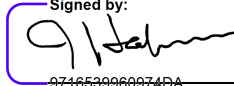
I have the authority to bind the corporation.

FULL SPECTRUM LABS LTD.

Signed by:
By: 
Name: Jeffrey Holmgren
Title: Authorized Signatory

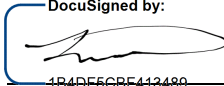
I have the authority to bind the corporation.

2103157 ALBERTA LTD.

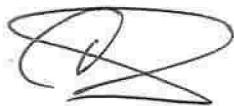
Signed by:
By: 
Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

2208318 ALBERTA LTD.

DocuSigned by:
By: 
Name: Travis McIntyre
Title: Authorized Signatory

This is Exhibit "G" to the Affidavit of Jeffrey Holmgren sworn
before me this 5th day of October, 2026.

A handwritten signature in dark ink, appearing to be 'Chris Nyberg', written in a cursive style.

Notary/Public Commissioner for Oaths in and for Alberta

Chris Nyberg
Barrister & Solicitor



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)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

192 256 269

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
262 142 452	07/05/2026	MORTGAGE MORTGAGEE - RUNWAY DEVELOPMENTS INC. 1203 8A STREET NISKU ALBERTA T9E7R3 ORIGINAL PRINCIPAL AMOUNT: \$650,000

TOTAL INSTRUMENTS: 009

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 29 DAY OF
SEPTEMBER, 2026 AT 11:49 A.M.

ORDER NUMBER: 58502677

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).