COURT FILE NUMBER 2601-07007

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **THIRD REPORT OF FTI CONSULTING CANADA INC., AS MONITOR**
DATED AUGUST 19, 2026

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
3400 First Canadian Centre
350 – 7th Avenue SW
Calgary, AB T2P 3N9

Attn: Dylan Chochla / Jessica Cameron
Tel: 416 868 3425 / 403 261 9468
Email: dchochla@fasken.com / jcameron@fasken.com

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A. INTRODUCTION

1. On April 17, 2026, CanadaBis Capital Inc. ("**CanadaBis**"), Stigma Pharmaceuticals Inc. (**"Stigma Pharmaceuticals"**), 2103157 Alberta Ltd. ("**210**"), Full Spectrum Labs Ltd. ("**Full Spectrum**"), and 1998643 Alberta Ltd. ("**199**" and collectively, the "**Applicants**" or the "**Company**") sought and obtained an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). The proceedings commenced under the CCAA by the Applicants are referred to herein as the "**CCAA Proceedings**."

2. The Initial Order, among other things:

   (a) declared that the Applicants are parties to which the CCAA applies;

   (b) appointed FTI Consulting Canada Inc. as the monitor of the Applicants (in such capacity, the "**Monitor**") in the CCAA Proceedings;

   (c) granted an initial stay of proceedings in favour of the Applicants and their respective D&Os until and including April 27, 2026 (the "**Stay Period**");

   (d) granted the Administration Charge and the Directors' Charge;

   (e) relieved the Applicants from incurring any further expenses in relation to filings that may be required by any federal, provincial, or other law respecting securities or capital markets in Canada (the "**Securities Filings**"), and provided that none of the Applicants, the Monitor or their respective directors and officers, employees and other representatives shall have any personal liability for any failure by the Applicants to make Securities Filings;

   (f) preserved and maintained the status quo in respect of the Applicants' Health Canada licenses and the cannabis excise license during the Stay Period; and

   (g) relieved the Applicants of any obligation to call and hold their Annual General Meeting until further Order of this Court.

3. The Court granted an Amended and Restated Initial Order ("**ARIO**") on April 28, 2026, which, among other things:

    (a) increased the quantum of the CCAA Charges (defined below) and elevated the priority ascribed to the CCAA Charges over all Encumbrances (as defined in the ARIO);

    (b) authorized the Applicants to pay reasonable expenses incurred by them in operating the business in the ordinary course, including making payments of obligations owing in respect of goods and services supplied to the Applicants prior to the date of the Initial Order by critical vendors to the extent required to ensure ongoing supply of critical goods and services, subject to prior approval by the Monitor up to a maximum aggregate amount of $290,000;

    (c) authorized the Applicants to file a plan of compromise or arrangement;

    (d) prohibited any person from setting off amounts that: (i) are or may become due to the Applicants in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due from the Applicants and respective obligations arising on or after the date of the Initial Order; or (ii) are or may become due from the Applicants in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due to the Applicants in respect of obligations arising on or after the date of the Initial Order without the consent of the Applicants and the Monitor or further Order of this Court; and

    (e) extended the Stay Period to June 11, 2026.

4. On June 1, 2026, the Applicants served and filed an application seeking, among other things, authorization to commence a sale and investment solicitation process, and further amending and restating the ARIO to permit, but not require, the Applicants to make certain termination and severance payments in the event that the Applicants decide that some employees are no longer necessary.

5. The Court granted a Second Amended and Restated Initial Order ("**Second ARIO**"), on June 10, 2026, which, among other things:

   (a) authorized and approved payment by the Applicants of termination and severance payments which may arise during the CCAA Proceedings; and

   (b) extended the Stay Period until and including September 11, 2026.

6. On June 10, 2026 the Court also granted an order (the "**SISP Order**"), which, among other things:

   (a) Approved a sale and investment solicitation process (the "**SISP**"); and

   (b) authorized the Applicants and the Monitor to immediately commence the SISP and to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and the SISP Order.

7. This Third Report should be read in conjunction with the First Affidavit of Jeffrey Holmgren sworn August 19, 2026 (the "**First Holmgren Affidavit**"), the Pre-Filing Report of the Proposed Monitor dated April 16, 2026 (the "**Pre-Filing Report**"), the First Report of the Monitor dated April 22, 2026 (the "**First Report**"), and the Second Report of the Monitor dated June 3, 2026 (the "**Second Report**").

8. The Monitor has prepared a Confidential Supplement to this Report, also dated August 19, 2026 (the "**Confidential Report**"), which should be read together with this Third Report. The Confidential Report contains additional details regarding the Bids (defined below), an unredacted copy of the Subscription Agreement (defined below) and a liquidation analysis.

B. PURPOSE OF THIS REPORT

9. The purpose of this Third Report, is to provide the Court with the Monitor's comments and recommendations regarding the following:

   (a) The activities of the Monitor since the date of the SISP Order and the Second ARIO; and

(b) The Applicants' motion for the granting of:

(i) an approval and reverse vesting order (the "**RVO**"), among other things:

(A) approving the subscription agreement dated August 19, 2026 (the "**Subscription Agreement**") among the Applicants and 2208318 Alberta Ltd. (the "**Purchaser**"), and authorizing and directing the Applicants to take such additional steps and execute such additional documents as necessary or desirable for the completion of the transaction authorized therein (the "**Transaction**");

(B) vesting all of the Applicants' right, title and interest in and to the Excluded Assets and channelling the Excluded Liabilities into ResidualCo (each as defined in the Subscription Agreement);

(C) releasing and discharging all Claims and Encumbrances (as defined in the Subscription Agreement) from the Applicants' Property (as defined in the RVO); and

(D) granting a release in favour of certain parties involved in these CCAA Proceedings and/or the Subscription Agreement.

(ii) an order (the "**Stay Extension and CCAA Termination Order**"), among other things:

(A) extending the Stay Period up to and including October 30, 2026;

(B) approving the activities of the Monitor as described in the Pre-Filing Report, First Report, the Second Report, this Third Report and the Confidential Report;

(C) approving the fees and disbursements of the Monitor for the period from March 23, 2026 to the date of the Monitor's discharge;

(D) approving the fees and disbursements of Fasken Martineau DuMoulin LLP ("**Fasken**"), in its capacity as the Monitor's legal counsel, for the period from March 27, 2026, to the date of the Monitor's discharge;

(E) authorizing, but not directing, the First Director (as defined in the RVO) to assign ResidualCo, or to cause ResidualCo to be assigned, into bankruptcy;

(F) providing for the termination of these CCAA Proceedings and the discharge of the Monitor upon the Monitor's filing of a certificate confirming that all remaining administrative matters (discussed later in this Third Report) have been completed by the Monitor; and

(G) sealing the Confidential Report and the Confidential Appendices thereto (defined below) until the earlier of: (a) 30 days following the date upon which the Transaction has closed; or (b) a further Order of the Court is granted.

C. TERMS OF REFERENCE

10. In preparing this Report, the Monitor has relied upon unaudited financial information of the Applicants, the Applicants' books and records, and discussions with various parties, including senior management ("**Management**") and advisors to the Applicants (collectively, the "**Information**").

11. Except as otherwise described in this Report:

(a) The Monitor has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and

(b) The Monitor has not examined or reviewed financial forecasts and projections referred to in this Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

12. Future-oriented financial information reported in, or relied on, in preparing this Report is based on Management's assumptions regarding future events. Actual results will vary from these forecasts and such variations may be material.

13. The Monitor has prepared this Report in connection with the Applicants' application for the issuance of the RVO and the Stay Extension and CCAA Termination Order, scheduled to be heard on August 27, 2026. The Report should not be relied on for other purposes.

14. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meanings defined in the RVO or the First Holmgren Affidavit, as applicable.

D. ACTIVITIES OF THE MONITOR

15. Since the date of the Second Report, the Monitor has undertaken the following activities:

(a) posted updated and current materials in respect of these CCAA Proceedings, including the service list, on the Monitor's public website for this matter (the "**Monitor's Website**")[1];

(b) engaged in discussions with the Applicants, their legal counsel, and their directors and Management regarding issues related to the Applicants' operations;

(c) participated in discussions with and assisted the Applicants in discussions with suppliers, other creditors, and employees related to the CCAA Proceedings and responded to requests for information from certain such parties;

(d) communicated with certain provincial cannabis boards;

[1] The Monitor's Website can be accessed through this link: https://cfcanada.fticonsulting.com/CanadaBis/default.htm

(e) engaged in discussions with the Applicants and their legal counsel regarding certain issues related to proposed employee termination matters;

(f) reviewed weekly disbursements and payments to critical vendors in accordance with the maximum aggregate amount;

(g) prepared this Third Report and the Confidential Report;

(h) along with counsel to the Applicants, engaged in discussions with the Applicants' senior secured creditor and its counsel regarding the SISP; and

(i) conducted and supervised activities related to the SISP, including participating in discussions with the proposed Purchaser's legal counsel regarding its bid, as described in greater detail in the next section of this Report.

E. RECEIPTS AND DISBURSEMENTS FOR THE ELEVEN-WEEK PERIOD ENDED AUGUST 14, 2026

16. The Applicants' actual net cash flow from operations on a consolidated basis for the eleven-week period ended August 14, 2026 was approximately $917,000. This is compared to a forecasted net cash flow from operations of approximately $680,000 as noted in the cash flow projection attached as Appendix A to the Second Report of the Monitor, representing a positive variance of approximately $237,000 as summarized in the following chart:

($CAD in dollars)

	11 Weeks Ending August 14, 2026			
	Actual	Forecast	Variance ($)	Variance (%)
Receipts				
Wholesale (Cultivation & Extraction)	$ 5,868,662	$ 6,137,691	$ (269,030)	-4%
Total Receipts	5,868,662	6,137,691	(269,030)	-4%
Operating Disbursements				
Payroll & Benefits	$ (1,015,667)	$ (1,104,523)	$ 88,856	8%
Leases & Loans	(87,795)	(100,949)	13,155	13%
Purchases	(1,921,945)	(2,090,000)	168,055	8%
Taxes	(1,835,333)	(1,998,666)	163,333	8%
Other	(91,107)	(163,846)	72,739	44%
Total Operating Disbursements	(4,951,846)	(5,457,984)	506,138	9%
Operating Cash Flow	**916,816**	**679,707**	**237,108**	**35%**
Non-Operating Disbursements				
Debt Principal, Interest & Fees	$ (150,000)	$ (150,000)	$ -	0%
Professional Fees	(593,241)	(744,000)	150,759	20%
Total Non-Operating Disbursements	(743,241)	(894,000)	150,759	17%
Net Cash Flows	**173,575**	**(214,293)**	**387,868**	**181%**
Cash				
Beginning Balance	$ 1,338,086	$ 1,338,086	$ -	0%
Net Receipts / (Disbursements)	173,575	(214,293)	387,868	181%
Ending Balance	**1,511,661**	**1,123,793**	**387,868**	**35%**

17. Explanations for key variances are as follows:

(a) Receipts: the negative variance of $269,000 (or 4%) is driven by lower activity resulting in lower-than-forecast sales of cannabis;

(b) Payroll: the positive variance of $89,000 (or 8%) is primarily driven by certain employee terminations that have resulted in payroll savings;

(c) Purchases: the positive variance of $168,000 (or 8%) is driven by lower activity resulting in lower-than-forecast purchases of input materials;

(d) Taxes: the positive variance of $163,000 (or 8%) is driven by lower activity resulting in lower tax remittances; and

(e) Professional fees: the positive variance of $151,000 (or 20%) is a temporary variance from timing in billing and settling invoices. This variance is expected to unwind in the next reporting period.

F. CASH FLOW FORECAST FOR THE STAY EXTENSION

18. As is demonstrated in the cash flow projection attached to this Report, the Applicants are forecasted to have sufficient liquidity to fund their obligations and the cost of these CCAA proceedings through to the end of the extended Stay Period on October 30, 2026. The cash flow projection is attached to this Report as **Appendix "A"** (the "**Cash Flow Forecast**").

19. The Cash Flow Forecast for the 11-week period through October 30, 2026 is summarized below:

($CAD in dollars)

Forecast Week Ending Friday	11 Weeks
Forecast Week	Total
Receipts	
Wholesale (Cultivation & Extraction)	$ 5,356,383
Total Receipts	$ 5,356,383
Operating Disbursements	
Payroll & Benefits	$ (783,128)
Leases & Loans	(81,463)
Purchases	(2,090,000)
Taxes	(2,043,183)
Other	(164,116)
Total Operating Disbursements	$ (5,161,890)
Operating Cash Flow	$ 194,492
Non-Operating Disbursements	
Debt Principal, Interest & Fees	$ (225,000)
Professional Fees	(437,548)
Total Non-Operating Disbursements	$ (662,548)
Net Cash Flow	$ (468,056)
Cash	
Beginning Balance	$ 1,511,661
Net Receipts / (Disbursements)	(468,056)
Ending Balance	**$ 1,043,605**

20. The key assumptions underlying the cash flow forecast include:

    (a) Receipts have been forecast based on current payment terms, historical trends in collections and expected demand;

    (b) Payroll and benefits are based on recent bi-weekly payroll amounts, workers compensation board premiums, and monthly benefit payments;

    (c) Leases and loans are based on current payment terms for existing equipment leases;

(d) Purchases are based on historical purchases of extraction and cultivation input materials;

(e) Taxes include payments to tax authorities related to sales taxes, post-filing excise taxes and other taxes;

(f) Other disbursements include insurance and other operating costs;

(g) Debt principal, interest and fees are based on payments related to secured debt; and

(h) Professional fees reflect legal and professional fees associated with the CCAA proceedings based on estimates provided by the advisors.

The Monitor's Comments on the Cash Flow Forecast

21. Pursuant to section 23(1)(b) of the CCAA and in accordance with the Canadian Association of Insolvency and Restructuring Professionals Standard of Practice 09-1, the Monitor hereby reports as follows:

(a) the Cash Flow Forecast has been prepared by the Applicants' management team, for the purpose described in the notes to the Cash Flow Forecast, using probable and hypothetical assumptions set out therein;

(b) the Monitor's review of the Cash Flow Forecast consisted of inquiries, analytical procedures and discussions related to the information supplied to it by the Applicants. Since hypothetical assumptions need not be supported, the Monitor's procedures were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast, and there are no material assumptions contained therein which seem unreasonable in the circumstances. The Monitor has also reviewed the support provided by management for the probable assumptions, and the preparation and presentation of the Cash Flow Forecast;

(c) based on the Monitor’s review, as at the date of this Report, nothing has come to its attention that causes it to believe that, in all material respects:

(i) the hypothetical assumptions are not consistent with the purpose of the Cash Flow Forecast;

(ii) the probable assumptions developed by management are not supported and consistent with the plan of the Applicants or do not provide a reasonable basis for the Cash Flow Forecast, given the hypothetical assumptions; or

(iii) the Cash Flow Forecast does not reflect the probable and hypothetical assumptions;

(d) since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Cash Flow Forecast will be achieved. The Monitor expresses no opinion or other form of assurance with respect to the accuracy of any financial information present in this Report, or relied upon by the Monitor in preparing this Report; and

(e) the Cash Flow Forecast has been prepared solely for the purpose described in the notes to the Cash Flow Forecast and readers are cautioned that it may not be appropriate for other purposes.

G. SALES AND INVESTMENT SOLICITATION PROCESS

22. In accordance with the SISP Order, the Monitor, with the assistance of the Applicants, conducted the SISP.

23. Capitalized terms used in this section and not otherwise defined have the meanings given to them in the SISP.

Conducting the SISP

24. The Monitor, with the assistance of the Applicants, conducted an extensive marketing process to solicit an acquisition of, or an investment in, the Applicants and their business. In consultation with the Applicants, the Monitor assembled an expansive list of known potential buyers and investors, including parties with experience in, or potential strategic interest in, cannabis cultivation, extraction, processing, manufacturing, branded cannabis products, distribution, retail channels and ancillary cannabis services, as well as financial investors, private equity groups, distressed investment funds, strategic consolidators, lenders and other parties known to participate in Canadian cannabis transactions. The outreach was designed to broadly canvass the market for parties that may have the operational, regulatory, financial and strategic capacity to complete a transaction involving a regulated cannabis business on a going-concern basis.

25. The Monitor provided prospective bidders with a summary regarding the opportunity, outlining the process under the SISP and inviting them to participate (the "**Teaser**"). Interested parties that contacted the Monitor or the Applicants about the opportunity were also provided with a copy of the Teaser.

26. The SISP Order set a deadline of July 15, 2026, at 5:00 p.m. (Mountain Time) (the "**Phase I Bid Deadline**") for prospective bidders to submit a non-binding letter of intent ("**LOI**").

27. The Monitor arranged for the notice of the SISP to be published in *The Globe & Mail* (National Edition), Insolvency Insider and *StratCann*, a Canadian cannabis industry publication, in accordance with paragraph 5(b) of the SISP.

28. The SISP also contained additional protections applicable to insider bids. Any party associated with the Applicants' board of directors or management that intended to submit a Bid was required to notify the Monitor of that intention by June 30, 2026. Any such party could participate in the SISP, but would be excluded from receiving information about the SISP in any manner or capacity that could create an unfair advantage or otherwise jeopardize the integrity of the SISP, and would be subject to such restrictions as the Monitor considered necessary. These provisions were designed to provide the Monitor with the

flexibility to address any actual or perceived conflicts of interest that may arise in connection with an insider bid.

29. Lastly, the SISP contained consultation rights in favour of the Applicants' senior secured creditor, Servus Credit Union Ltd. ("**Servus**"). Servus' consultation rights under the SISP were to terminate if Servus financed, sponsored, supported, or otherwise participated in a bid.

Phase I

30. Interested prospective bidders were provided with a confidential information package ("**CIM**") and access to an electronic data room ("**VDR**") after executing a non-disclosure agreement (the "**NDA**").

31. 128 parties were contacted about the opportunity and seven parties executed NDAs and were provided with the CIM and access to the VDR.

32. On June 25, 2026, the Monitor was advised by Mr. Travis McIntyre, the Applicants' CEO and director of each of the Applicants, that he intended to participate in a bid to be submitted by 2208318 Alberta Ltd. ("**220**"), an existing secured creditor of 199, and who Mr. McIntyre owns and controls. As a result, and in accordance with the terms of the SISP and to preserve the fairness and integrity of the SISP, the Monitor thereafter did not discuss any SISP related matters with Mr. McIntyre, or any other representative of 220, and discussed matters relating to the SISP with Mr. Jeff Holmgren, an executive level consultant retained by the Applicants, who has experience in the cannabis industry and was familiar with the Applicants' business and operations. The Monitor considered Mr. Holmgren to be an appropriate point of contact for SISP-related matters given his role with the Applicants, industry experience, operational knowledge and fact that he was not participating in the proposed insider bid.

33. The Monitor received two LOIs from different bidders by the Phase I Bid Deadline, including the anticipated insider bid. Following the Phase I Bid Deadline, the Monitor, in consultation with the Applicants and the Senior Secured Lender, reviewed the Bids

received, deemed each Bid to be a Qualified Phase I Bid, and invited each bidder to participate in Phase II of the SISP.

34. Additionally, the insider bid *unilaterally* contemplated Servus' involvement in the bid before having discussions with Servus due to the SISP restrictions. The Monitor reviewed and considered the terms of the SISP, including Section 6 thereof, which provides that Servus' consultation rights terminate in circumstances where Servus finances, sponsors, supports, or otherwise participates in a bid, and concluded that, on a plain reading of Section 6, it could be interpreted as applying where a bidder independently proposed Servus' participation in its Bid. However, the Monitor's understanding behind the intention of Section 6 was to capture circumstances where Servus voluntarily elected to participate in a bid.

35. In light of these circumstances, and to preserve both the integrity of the SISP and Servus' ability to consider matters relating to its position as the senior secured creditor of the Applicants, the Monitor, in consultation with the Applicants, exercised its authority under section 22 of the SISP to modify the SISP procedures. The Monitor modified the SISP such that during Phase II of the SISP, 220 and Servus could have discussions with respect to 220's bid on the condition that: (a) the Monitor is copied on all correspondence between Servus and 220 in respect of the bid, and (b) a representative from the Monitor's office must be present for any discussions between Servus and 220.

36. This modification to the SISP procedures was provided to each of counsel for the Applicants and counsel for Servus on July 28, 2026. The modification was not communicated to the other Phase I Bidder because it was narrow in scope, applied only in circumstances where a bidder unilaterally proposed a transaction involving Servus, and had no application to the other bidder's Phase I Bid or its ability to participate in the SISP. In addition, because the modification related specifically to the potential treatment of the indebtedness owing to Servus, the Monitor was concerned that communicating the modification to the other Phase I Bidder could indirectly disclose, or allow the other Phase I Bidder to infer, information regarding the value or structure of the competing bid.

Phase II

37. The SISP Order set a deadline of August 10, 2026, at 5:00 p.m. (Mountain Time) (the "**Phase II Bid Deadline**") for Qualified Phase I Bidders to submit a Phase II Bid. The Monitor received two Phase II Bids by the Phase II Bid Deadline.

38. Following an extensive review of the Phase II Bids by the Monitor, in consultation with the Applicants and the Senior Secured Lender, it was determined that even though multiple Phase II Qualified Bids were received prior to the Bid Deadline, an auction would not likely result in an increased recovery. Accordingly, no auction was held.

39. Additionally, at no point during the bid selection phase during either Phase I or Phase II of the SISP, did Mr. McIntyre, or any other representative of 220, participate in communications or discussions concerning bid review or selection. These discussions were all had exclusively with Mr. Holmgren.

40. The Monitor is satisfied that the appropriate safeguards established with respect to potential insider bids were followed, and that the integrity of the process was maintained at all times and that no participant was afforded an unfair advantage.

41. On August 14, 2026 the Monitor declared the Purchaser the Successful Bidder and advised the other Phase II Bidder that its Phase II Bid had not been accepted, each in accordance with the SISP.

42. A summary of the Bids received in Phase I and Phase II of the SISP (the "**Confidential Bid Summary**") is attached to the Confidential Supplemental Report as Confidential Appendix "1". The Monitor understands that the Applicants have requested a sealing order in respect of the Confidential Bid Summary because it contains commercially sensitive information regarding the identity of bidders, the structure and value of the Bids received, and the key economic and transaction terms proposed by unsuccessful bidders. The Monitor is of the view that disclosure of this information before the Transaction closes could prejudice stakeholders by disclosing the total consideration offered by 220 and by impairing the Applicants' and the Monitor's ability to preserve value and negotiate with

bidders or other interested parties if the Transaction does not close and further sale or restructuring efforts are required.

H. APPROVAL OF THE SUBSCRIPTION AGREEMENT

The Subscription Agreement

43. Capitalized terms used in this section that are not otherwise defined have the meanings given to them in the Subscription Agreement. A redacted copy of the Subscription Agreement is attached to this Report as **Appendix "A"**, with an unredacted copy of the Subscription Agreement included in the Confidential Report at Confidential Appendix "2".

44. The Monitor was provided with an opportunity to review the Subscription Agreement during the negotiations among the Applicants and the Purchaser, as well as participate in discussions between counsel for the Applicants and the Purchaser during their finalization of the definitive Subscription Agreement. The Monitor approved the final form of the Subscription Agreement that was executed between the parties effective August 19, 2026.

45. The Subscription Agreement is structured by way of a reverse vesting share purchase transaction. As described below, the Monitor views an RVO as necessary in these circumstances because, among other reasons, the Applicants operate a heavily regulated cannabis business with permits and licenses that are required to continue operations, and which the length of time to acquire new permits and licenses is uncertain. The Purchaser therefore requires an RVO to, among other things, reduce the uncertainty related to the continuation of these permits and licenses. The Monitor has considered and addressed each of the salient factors identified in *Re Harte Gold Corp.* below in its recommendation to this Court in support of approval of the Transaction.

46. The key terms and conditions of the Subscription Agreement are summarized as follows:

    (a) Purchase Price. As set forth in the Confidential Report.

    (b) Assumed Liabilities. The Purchaser will retain the following liabilities of the Applicants:

(i) the Retained Debt, provided that the Retained Servus Indebtedness will be satisfied on Closing by the Servus Refinancing;

(ii) 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;

(iii) Post-Filing Tax Obligations, to the extent not already captured by Post-Filing Liabilities;

(iv) all liabilities of the Companies arising from events or circumstances occurring after Closing;

(v) Intercompany Claims between members of the Applicants unless otherwise designated an Excluded Liability by the Purchaser; and

(vi) The Retained Liabilities set forth in Schedule 2.04.

(c) Excluded Liabilities. The following liabilities, amongst others, will be excluded and transferred to ResidualCo:

(i) all liabilities relating to or under the Excluded Assets;

(ii) all Pre-Filing Tax Obligations;

(iii) liabilities for employees whose employment with the Applicants is terminated on or before Closing, including the Terminated Employees; and

(iv) the Excluded Liabilities set forth in Schedule 2.05.

(d) Cure Costs. The Purchaser has agreed to pay all Cure Costs in respect of Contracts being retained post-closing.

(e) Employee Treatment. The Purchaser has agreed 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.

(f) Material Conditions Precedent. The Closing under the Subscription Agreement is subject to the following material conditions precedent:

(i) Servus, the Purchaser and the Companies shall have completed the Servus Refinancing to the satisfaction of the Purchaser, in its sole discretion. At the time of writing this Report, the Monitor understands that the Purchaser and Servus are still negotiating a binding commitment letter regarding the Servus Refinancing. However, it is the parties' mutual expectation that a binding commitment letter will be agreed prior to the Applicants' application for approval of the Transaction on August 27th, 2026 and the Subscription Agreement reflects this expectation, requiring a binding commitment letter to be entered into by no later than August 25, 2026 such that this condition to closing can be waived. The Monitor anticipates filing a supplemental report to the Court prior to the Transaction approval motion with an update on the status of the Servus Refinancing condition;

(ii) the Applicants shall have terminated the employment of the Terminated Employees, if any, and all liabilities owing to any such Terminated Employees shall be transferred to ResidualCo;

(iii)the Court shall have granted the RVO in form and substance satisfactory to the Purchaser and the Applicants;

(iv)receipt of any required Transaction Regulatory Approvals; and

(v) the Applicants or their affiliates shall have sent notices of disclaimer for all known Excluded Contracts.

(g) Implementation Steps. The Subscription Agreement provides for the Implementation Steps, a series of steps that shall occur prior to and at the Closing Time in accordance with the terms of the RVO. The Implementation Steps provide for, among other things: (i) the incorporation of ResidualCo; (ii) the termination of the Terminated Employees and the calculation of Employee

Priority Claims; and (iii) the satisfaction of the Purchase Price in accordance with the terms of the Subscription Agreement.

(h) Outside Date. The Outside Date to consummate the Subscription Agreement is October 8, 2026 or such other date mutually agreed to by the Purchaser and the Applicants.

The Monitor's Recommendation

47. The Monitor recommends that this Court approve the Subscription Agreement and grant the RVO for the following reasons:

(a) in the Monitor's view, the SISP was commercially reasonable and conducted in accordance with the SISP Order, which allowed for the market to be broadly canvassed and for interested parties to perform due diligence;

(b) the SISP provided interested parties with an opportunity to submit bids for all or a portion of the Applicants' assets and/or business;

(c) the Subscription Agreement provides the greatest recovery available in the circumstances, particularly given the increase in the Purchaser's bid between Phase I and Phase II of the SISP;

(d) the Monitor does not believe that further time spent marketing the Applicants' business and assets will result in a better transaction;

(e) the proposed Transaction includes a commitment to retain at least 90% of the Applicants' current employees;

(f) certainty is required for the Applicants, their employees and their other stakeholders in order to preserve going concern value; and

(g) in the Monitor's view, the terms and conditions of the Subscription Agreement are commercially reasonable.

48. The Monitor has conducted an analysis of the estimated realizations for the assets of the Applicants in a bankruptcy scenario, as compared to net realizations under the Subscription Agreement (the "**Liquidation Analysis**"). The Liquidation Analysis is found in the Confidential Report. Without disclosing the specifics concerning the Liquidation Analysis, the Monitor notes that the consideration provided under the Subscription Agreement exceeds the estimated liquidation valuation of the assets of the Applicants in the context of a bankruptcy.

49. Additionally, the Monitor has considered the additional factors required under section 36(4) of the CCAA pertaining to approval of a transaction involving a "Related Person", which the Monitor considers the Purchaser to be, by virtue of Mr. McIntyre's position with each of the Applicants and the Purchaser. In particular, section 36(4) requires the Court, after considering the factors set out in section 36(3), to be satisfied that:

    (a) good faith efforts were made to sell or otherwise dispose of the assets to persons who are not related to the Applicants; and

    (b) the consideration to be received is superior to the consideration that would be received under any other offer made in accordance with the process leading to the proposed sale or disposition.

50. With respect to the first requirement, and for the reasons set out in the SISP section above, the Monitor is satisfied that good faith efforts were made to identify and solicit transactions with parties unrelated to the Applicants. In particular, the SISP was Court-approved, the Applicants' business and assets were broadly marketed, and open to all interested parties who executed an NDA. The Monitor is also satisfied that the SISP included appropriate safeguards to address the risks associated with insider bids. In the Monitor's view, these safeguards preserved the integrity of the SISP and ensured that the Purchaser was not afforded any unfair advantage.

51. With respect to the second requirement, and for the further reasons noted in the Confidential Report, the Monitor is satisfied that the consideration provided under the

Subscription Agreement is superior to the consideration that would be received under any other offer made in accordance with the SISP.

52. Accordingly, while the Transaction is a related-party transaction, the Monitor is satisfied that the concerns underlying section 36(4) of the CCAA have been addressed. The Transaction was not the product of a closed or management-controlled process. Rather, it resulted from a Court-approved SISP, that was conducted by the Monitor, with meaningful exposure to the market and procedures specifically designed to address the risks associated with an insider bid. In the Monitor's view, the statutory requirements applicable to related-party transactions have therefore been satisfied.

53. Additionally, the Monitor believes that the RVO structure contemplated by the Subscription Agreement is appropriate in the circumstances. In coming to this view, the Monitor has considered the issues raised in the *Harte Gold* decision and other Canadian courts.[2] Those considerations include the following, among others:

(a) ***Why is an RVO necessary in this case?*** Cannabis transactions are archetypical candidates for RVO structures, driven principally by the need to preserve permits and licenses. A purchaser cannot continue operations without the requisite licenses. The application for fresh cannabis permits and licenses is notorious for causing significant delays to cannabis transactions. This is the case with the Applicants' permits and licenses under the Subscription Agreement. In the Monitor's experience, such applications may take six to eight months or longer to obtain. The Applicants do not have sufficient liquidity to remain in a CCAA process for that amount of time, and it would not be commercially reasonable to require the Purchaser to wait that length of time when a far shorter approval process is available under an RVO structure. By utilizing the RVO structure, the Applicants expect that the Transaction can be closed within 30 days after Court approval is granted.

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[2] *Harte Gold Corp. (Re),* 2022 ONSC 653.

(b) ***Does the RVO structure produce an economic result at least as favourable as any other viable alternative?*** An RVO structure allows for a far more advantageous conveyance of the Applicants' business to the Purchaser than would a traditional vesting order. Without an RVO, there would be substantial delay in closing as the Purchaser would be required to apply for new cannabis permits and licenses. There is no other viable alternative to the Subscription Agreement as the Purchaser has insisted on an RVO structure and no better bids ultimately materialized in a transaction under the SISP. Both of the Phase II Bids that the Monitor received during the SISP contemplated an RVO structure.

(c) ***Is any stakeholder worse off under the RVO structure than they would have been under any other viable alternative?*** For the reasons described above, there is no viable alternative to the proposed RVO structure. In the Monitor's view, no stakeholders are prejudiced by the proposed RVO structure. The only realistic alternative is a liquidation of the Applicants' assets, which would produce a worse result, or a result no more favourable than the result produced by the RVO, for all stakeholders. In a liquidation scenario, given the value of the senior secured claims, it would be highly unlikely that there would be funds available for distribution to any creditors beyond Servus and those creditors with priority claims. Employees would also lose the ongoing employment opportunity provided by the Subscription Agreement, leading to mass layoffs. Additionally, the Subscription Agreement provides for the assumption of all Post-Filing Claims against the Applicants, including Post-Filing Tax Obligations, the majority of which would be unsecured claims in a liquidation.

(d) ***Does the consideration being paid for the debtor's business reflect the importance and value of the licenses and permits (or other intangible assets) being preserved under the RVO structure?*** For the reasons described above, in the Monitor's view, the value of the Applicants' cannabis permits and licenses preserved under the RVO structure is the principal purpose for the proposed RVO structure. The consideration being paid by the Purchaser is directly attributable to their value and importance. Without the permits and licenses, the Applicants would not be able to continue operating their cannabis business.

54. For the foregoing reasons, the Monitor supports the Applicants' motion for the RVO and recommends that this Court approve the Subscription Agreement and grant the proposed RVO.

Releases

55. The Applicants are seeking the issuance of the Releases in favour of the Released Parties, which is defined in the RVO as the Applicants, their current directors, officers, employees, legal counsel, consultants and advisors, the Monitor and its current directors, officers, partners, employees, and legal counsel, the Purchaser and its current directors, officers, partners, employees and advisors, and ResidualCo, including Mr. McIntyre as First Director (collectively the "**Released Parties**") from the Released Claims (the "**Releases**").

56. The Releases are limited in scope such that:

(a) the Releases will only release the Released Parties; and

(b) the Released Claims do not include any claims in respect of fraud, gross negligence or wilful misconduct, or claims that are not permitted to be released pursuant to section 5.1(2) of the CCAA.

57. In the view of the Monitor, each of the persons and entities contemplated to benefit from the Releases have provided significant and material contributions to the within CCAA proceedings and were necessary to the Applicants' restructuring efforts to address their financial difficulties, administer the SISP, and advance the contemplated Transaction. The Releases are also necessary to facilitate the release of the Court-ordered charges without the requirement for a reserve and complete the Transaction.

58. The form of RVO sought, which contains the Releases, is a condition precedent to the Subscription Agreement, which allows the Applicants to continue their operations as a going concern.

59. The Releases ensure that all stakeholders in these CCAA proceedings have certainty and finality about their liabilities after the Transaction has been successfully completed.

60. Accordingly, the Monitor is of the view that the proposed Releases are reasonable, not overly broad, and similar in nature to other transactions in restructuring proceedings, and supports the relief requested by the Applicants.

I. REQUEST FOR STAY EXTENSION AND CCAA TERMINATION ORDER

Termination of these CCAA Proceedings

61. If this Court grants the RVO, these CCAA Proceedings will be complete, except for the following remaining administrative matters:

    (a) disbursement of the Administrative Expense Amount on account of Administrative Expense Costs and the other amounts, if any, secured by the CCAA Charges (as each of those terms are defined in the Subscription Agreement);

    (b) the assignment of ResidualCo into bankruptcy; and

    (c) attend to ancillary matters relating to the conclusion of the SISP, any post-closing matters arising in respect of the sale transaction set out in the Subscription Agreement, and the termination of the CCAA Proceedings.

62. Accordingly, in order to avoid the costs of additional appearances before this Court, the Applicants seek the Stay Extension and CCAA Termination Order terminating these CCAA Proceedings and discharging the Monitor, each effective on the Monitor’s filing of a certificate attesting to the completion of the foregoing matters.

63. The Stay Extension and CCAA Termination Order also provides for a release in favour of the Monitor, and its legal counsel, amongst others, in respect of matters arising from any and all claims 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 (as defined in the proposed form of order), 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. As with the other releases detailed above, the proposed form of Monitor's release does not apply to any claim or liability arising from fraud, gross negligence or wilful misconduct. The Monitor is of the view that this release is customary in CCAA proceedings, reasonable in the circumstances, and appropriate as a result of the work performed by the Monitor and its counsel in these proceedings, including monitoring the Applicants' business and liquidity, supervising and administering the SISP, addressing stakeholder communications, supporting the Transaction and assisting with the orderly completion of the proceedings. The requested release is limited to matters connected to that mandate, preserves the customary misconduct carve-outs, avoids uncertainty or unnecessary reserve requirements following discharge, and provides the finality required for the Monitor and its professionals to complete the remaining administrative matters and bring these CCAA Proceedings to an efficient conclusion.

Fee Approval

64. In the Stay Extension and CCAA Termination Order, the Applicants seek approval of:

(a) the fees and disbursements of the Monitor for the period from March 23, 2026, to the date of the Monitor's discharge; and

(b) the fees and disbursements of Fasken, in its capacity as the Monitor's legal counsel, for the period from March 27, 2026 to the date of the Monitor's discharge.

65. The Monitor and Fasken have maintained records of their professional time and costs.

66. The total fees and disbursements of the Monitor during the period from March 23, 2026, to August 16, 2026, amount to $572,215.90, exclusive of $28,610.81 in applicable taxes, as more particularly set forth in the invoice summary attached to this Third Report as **Appendix "B"** (the "**Monitor Fees and Disbursements**"). The time spent by the Monitor's personnel in this period is summarized as follows:

Title	Rate	Hours
Senior Managing Director	$1,325	21.6
Senior Managing Director	$1,325	45.2
Senior Managing Director	$1,130	169.7
Managing Director	$1,095	71.7
Director	$795	55.8
Senior Consultant	$700	102
Consultant	$520	170
Consultant	$450	0.3
	Total hours	**636.3**

67. The total professional invoices issued by Fasken during the period from March 27, 2026 to August 16, 2026, amount to $209,481.62, including: $184,417.00 in fees, $1,021.71 in disbursements, and $24,043.45 in taxes, as more particularly set forth in the invoice summary attached to this Third Report as **Appendix "C"** (the "**Fasken Fees and Disbursements**"). The time spent by Fasken's personnel in this period is summarized as follows:

Title	Rate	Hours
Insolvency Partner	$1,545	0.3
Insolvency Partner (Co-File Lead)	$1,230	48.7
Insolvency Partner (Co-File Lead)	$800	85.4
Banking Partner	$800	11.0

Corporate Partner	$1,370	3.8
Insolvency Associate	$710	12.8
Insolvency Associate	$640	9.4
Insolvency Associate	$575	11.7
Banking Associates	$550	26.5
Corporate Associate	$625	3.1
Counsel	$750	2.4
Articling Student	$425	0.9
Corporate Services / Paralegal	$200	0.8
	Total hours	**216.8**

68. Prior to the hearing of the application for fee approval, the Monitor intends to provide full unredacted copies of its invoices and the invoices of Fasken to the Court only.

69. The Monitor respectfully submits that the Monitor Fees and Disbursements and the Fasken Fees and Disbursements are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the orders granted in these CCAA Proceedings.

70. Based on the information currently available and assuming no unforeseen events in these CCAA Proceedings, the Monitor estimates that the total fees and disbursements of the Monitor and Fasken to be incurred in connection with completing the remaining administrative tasks set out above (the "**Subsequent Fees and Disbursements**") should not exceed $100,000 in the aggregate ($50,000 for each of the Monitor and Fasken). The Monitor notes that this Court's approval of the Subsequent Fees and Disbursements as part of the CCAA Termination Order would avoid the costs of and use of judicial resources for a further fee approval motion.

71. The CCAA Proceedings have lasted approximately five months and have included, amongst other things, monitoring of the Applicants' operations and liquidity, stakeholder communications, engagement with suppliers, creditors, employees, provincial cannabis boards and Servus, implementation and supervision of the Court-approved SISP, consideration of insider-bid safeguards, review and negotiation of the Subscription Agreement and related RVO structure, preparation of the Liquidation Analysis, completion of an independent security review through the Monitor's legal counsel, and work required to support the proposed termination of these CCAA Proceedings. In light of the scope, complexity and regulated nature of the Applicants' business, the time-sensitive sale process, the related-party transaction issues, and the remaining administrative matters required to complete the Transaction and terminate these CCAA Proceedings, the Monitor considers that the Monitor Fees and Disbursements, the Fasken Fees and Disbursements and the Subsequent Fees and Disbursements were or will be necessarily incurred, and the hours and rates charged are fair and reasonable in the circumstances.

Approval of the Monitor's Activities

72. The Applicants have sought approval of the Pre-Filing Report, the First Report, the Second Report this Third Report, and the Confidential Report (together, the "**Monitor's Reports**") and the activities of the Monitor described therein. A copy of each of the previously filed Monitor's Reports will be provided to the Court for ease of reference, and, with the exception of the Confidential Report (over which a sealing order is sought as described below) is also available on the Monitor's Website with respect to these proceedings.

73. The Monitor respectfully submits that its activities from the date of its appointment to the date of this Third Report are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the orders of this Court.

Stay Extension

74. The Stay Period currently expires on September 11, 2026. The Applicants are requesting an extension of the Stay Period to and including October 30, 2026. The Applicants require

additional time to close the Transaction, which will result in a materially better outcome for the Applicants and its stakeholders when compared to a liquidation scenario.

75. The Applicants forecast that they will have sufficient liquidity to fund their obligations and the costs of the CCAA proceedings through the end of the extended Stay Period, as demonstrated by the Cash Flow Forecast.

76. The Monitor believes that the Applicants have acted and continue to act in good faith and with due diligence and that circumstances exist that make an extension of the Stay Period appropriate.

77. Based on the information currently available, the Monitor also believes that creditors of the Applicants would not be materially prejudiced by an extension of the Stay Period to October 30, 2026.

78. The Monitor therefore supports the Applicants' request for an extension of the Stay Period to October 30, 2026.

Limited Enhanced Monitor's Powers

79. The Monitor understands that, following closing of the Transaction, ResidualCo will hold the Excluded Assets and Excluded Liabilities and may not have directors or officers available to manage its affairs, given the anticipated resignation of Mr. McIntyre as director of ResidualCo concurrent with the closing of the Transaction. The proposed Order therefore contemplates limited enhanced powers for the Monitor in respect of ResidualCo to facilitate the orderly completion of post-closing steps, including any bankruptcy or winding-down proceedings.

80. The Monitor is prepared to exercise those powers if granted by the Court and considers them necessary to avoid a governance gap in ResidualCo.

Sealing of the Confidential Report and Appendices

81. The Monitor is of the view that the Confidential Report and the Confidential Appendices thereto (collectively the "**Confidential Materials**") should be sealed until the earlier of (a)

30 days following the date upon which the Transaction has closed and (b) a further order of the Court. The Confidential Materials contain commercially sensitive information concerning the other Bids received in the SISP, the Purchase Price under the Subscription Agreement and the Liquidation Analysis in respect of the Applicants' assets. The disclosure of the information contained in the Confidential Materials would prejudice the Monitor's ability to market the assets and negotiate subsequent purchase agreements, should the Transaction fail to close and should the Monitor be required to pursue other efforts to sell the assets. The Monitor is of the view that disclosure of this information would be harmful to stakeholders, as it would undermine the maximization of value in any subsequent sale process.

82. The Monitor is not aware of any prejudice that would result from the time-limited sealing of the Confidential Materials.

83. In the circumstances, the salutary effects of sealing the Confidential Materials outweigh the deleterious effects and, accordingly, the Monitor recommends that the sealing request be granted.

J. RECOMMENDATIONS

84. For the reasons stated in this Third Report, the Monitor supports the relief sought by the Applicants as summarized herein.

All of which is respectfully submitted this 19th day of August, 2026.

FTI Consulting Canada Inc.

In its capacity as Monitor of CanadaBis Capital Inc., 1998643 Alberta Ltd., Stigma Pharmaceuticals Inc., 2103157 Alberta Ltd., and Full Spectrum Labs Ltd.

Jeffrey Rosenberg
Senior Managing Director

APPENDIX “A”

CanadaBis Group

Consolidated Cash Flow Forecast of CanadaBis Group

($CAD in dollars)

Forecast Week Ending Friday		**21-Aug-26**	**28-Aug-26**	**04-Sep-26**	**11-Sep-26**	**18-Sep-26**	**25-Sep-26**	**02-Oct-26**	**09-Oct-26**	**16-Oct-26**	**23-Oct-26**	**30-Oct-26**	**11 Weeks**
Forecast Week	[1]	1	2	3	4	5	6	7	8	9	10	11	Total
Receipts													
Wholesale (Cultivation & Extraction)		$ 488,894	$ 488,894	$ 486,955	$ 486,287	$ 488,899	$ 489,383	$ 489,617	$ 491,300	$ 483,430	$ 550,128	$ 412,596	$ 5,356,383
Total Receipts	[2]	$ 488,894	$ 488,894	$ 486,955	$ 486,287	$ 488,899	$ 489,383	$ 489,617	$ 491,300	$ 483,430	$ 550,128	$ 412,596	$ 5,356,383
Operating Disbursements													
Payroll & Benefits	[3]	$ -	$ (150,000)	$ (7,654)	$ (150,000)	$ (17,820)	$ (150,000)	$ (7,654)	$ (150,000)	$ -	$ (150,000)	$ -	$ (783,128)
Leases & Loans	[4]	-	(1,635)	(37,191)	-	-	(1,635)	(37,191)	-	-	(1,635)	(2,177)	(81,463)
Purchases	[5]	(190,000)	(190,000)	(190,000)	(190,000)	(190,000)	(190,000)	(190,000)	(190,000)	(190,000)	(190,000)	(190,000)	(2,090,000)
Taxes	[6]	-	-	(1,031,264)	-	-	-	(1,011,920)	-	-	-	-	(2,043,183)
Other	[7]	(10,000)	(27,949)	(10,135)	(10,000)	(10,000)	(10,000)	(28,084)	(10,000)	(10,000)	(10,000)	(27,949)	(164,116)
Total Operating Disbursements		$ (200,000)	$ (369,583)	$ (1,276,243)	$ (350,000)	$ (217,820)	$ (351,635)	$ (1,274,848)	$ (350,000)	$ (200,000)	$ (351,635)	$ (220,126)	$ (5,161,890)
Operating Cash Flow		$ 288,894	$ 119,310	$ (789,288)	$ 136,287	$ 271,079	$ 137,749	$ (785,232)	$ 141,300	$ 283,430	$ 198,493	$ 192,470	$ 194,492
Non-Operating Disbursements													
Debt Principal, Interest & Fees	[8]	$ -	$ (75,000)	$ -	$ -	$ -	$ (75,000)	$ -	$ -	$ -	$ -	$ (75,000)	$ (225,000)
Professional Fees	[9]	(296,257)	(37,960)	(11,752)	(11,752)	(11,752)	(11,752)	(11,352)	(11,243)	(11,243)	(11,243)	(11,243)	(437,548)
Total Non-Operating Disbursements		$ (296,257)	$ (112,960)	$ (11,752)	$ (11,752)	$ (11,752)	$ (86,752)	$ (11,352)	$ (11,243)	$ (11,243)	$ (11,243)	$ (86,243)	$ (662,548)
Net Cash Flow		$ (7,363)	$ 6,350	$ (801,040)	$ 124,535	$ 259,327	$ 50,997	$ (796,584)	$ 130,057	$ 272,187	$ 187,251	$ 106,227	$ (468,056)
Cash													
Beginning Balance		$ 1,511,661	$ 1,504,298	$ 1,510,648	$ 709,608	$ 834,143	$ 1,093,469	$ 1,144,466	$ 347,882	$ 477,940	$ 750,127	$ 937,378	$ 1,511,661
Net Receipts / (Disbursements)		(7,363)	6,350	(801,040)	124,535	259,327	50,997	(796,584)	130,057	272,187	187,251	106,227	(468,056)
Ending Balance		**$ 1,504,298**	**$ 1,510,648**	**$ 709,608**	**$ 834,143**	**$ 1,093,469**	**$ 1,144,466**	**$ 347,882**	**$ 477,940**	**$ 750,127**	**$ 937,378**	**$ 1,043,605**	**$ 1,043,605**

Notes to the Consolidated Cash Flow Forecast:

[1] The purpose of the Cash Flow Forecast is to estimate the liquidity requirements of the CanadaBis Group. The forecast above is presented in Canadian Dollars and has been forecasted on a cash-basis.
[2] Total Receipts are based on Management's expectations regarding sales from operations. Receipts from operations have been forecast based on current payment terms, historical trends in collections and expected demand.
[3] Forecast Payroll & Benefits is based on recent payroll amounts and benefit payments.
[4] Forecast Leases & Loans is based on current payment terms and future forecast amounts for equipment leases.
[5] Forecast Purchases is based on historical purchases of extraction and cultivation input materials.
[6] Forecast Taxes include payments related to excise taxes, goods and sales taxes and other taxes.
[7] Forecast Other Operating Disbursements includes insurance and other operating costs.
[8] Forecast Debt Principal, Interest and Fee payments related to secured debt.
[9] Forecast Professional Fees include legal and professional fees associated with the CCAA proceedings and are based on estimates provided by the advisors.

APPENDIX “B”

SUBSCRIPTION AGREEMENT

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

as Vendors

-and-

2208318 ALBERTA LTD.

as Purchaser

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SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made as of August 19, 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. CanadaBis is an Alberta holding company based in Red Deer County, Alberta that was publicly traded on the TSX Venture. CanadaBis directly or indirectly owns all of the issued and outstanding shares in the capital of each of Stigma Pharmaceuticals Inc., 199, 2103157 Alberta Ltd., and Full Spectrum Labs Ltd.

B. 199 is an Alberta corporation in the business of cultivating, processing, and selling cannabis and cannabis products to the adult-use market in provinces where the sale of cannabis by private retailers is legal under the *Cannabis Act* (Canada) and other applicable provincial and federal laws regulating the sale of cannabis by licensed private retailers (collectively, the "**Business**").

C. On April 17, 2026, the Applicants commenced a proceeding (the "**CCAA Proceeding**") under the *Companies' Creditors Arrangement Act* (Canada) in the Court of King's Bench of Alberta (the "**Court**") to, among other things, obtain the benefit of a stay of proceedings in respect of the Applicants.

D. On June 10, 2026, the Applicants sought and obtained an order (the "**SISP Order**") that, among things, authorized the Applicants to commence a sale and investment solicitation process to solicit one or more bids for the Business of the Applicants.

E. Pursuant to this Agreement, CanadaBis agrees to: (i) issue the New Common Shares (defined below) to the Purchaser or its nominee(s), as applicable, and (ii) consolidate the New Common Shares and the Existing Shares (defined below), 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**") on and pursuant to the terms set forth herein if the Purchaser becomes the Successful Bidder (defined below) pursuant to the SISP.

F. The Transaction will be implemented pursuant to this Agreement, to be approved pursuant to a Vesting Order (defined below) granted by the Court in the CCAA Proceeding.

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:

ARTICLE I
INTERPRETATION

1.01 Definitions

In this Agreement:

(a) "**199**" has the meaning given to such term on the first page.

(b) "**Accounting Standards**" means the accounting principles set out in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis.

(c) "**Administrative Expense Amount**" is the cash reserve as set out in the Vesting Order, which shall be used to fund 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.

(d) "**Administrative Expense Costs**" means the reasonable and documented fees and costs of counsel to the Applicants, the Monitor and counsel to the Monitor, as reflected in the Cash Flow Projections as of the Closing Time and in each case, for services performed prior to and after the Closing Date relating directly or indirectly to the CCAA Proceedings and this Agreement, and including: (i) costs required to wind down and/or dissolve and/or bankrupt ResidualCo; and (ii) costs and expenses required to administer the Excluded Assets, Excluded Liabilities and ResidualCo.

(e) "**Administration Charge**" has the meaning given to it in the Amended and Restated Initial Order.

(f) "**Affiliate**" means, with respect to any specified Person, any other Person that, directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. For the purposes of this definition, "control", as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

(g) "**Agreement**" means this subscription agreement and all of its Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this subscription agreement and all of its Schedules, and unless otherwise indicated, references to Articles, Sections, and Schedules are to Articles, Sections, and Schedules in this subscription agreement.

(h) "**Applicable Law**" means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including common law and civil law), statute, ordinance, rule, regulation, restriction, limit, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, Transaction Regulatory Approval, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in whole or in part to the Transaction contemplated by this Agreement, the members of the Applicants, Purchaser, the Business, or any of the New Common Shares or the Retained Liabilities.

(i) "**Applicants**" has the meaning given to such term on the first page.

(j) "**Back-up Bid**" has the meaning given to such term in the SISP.

(k) "**Business**" has the meaning given to such term in Recital "B".

(l) "**Business Day**" means any day, other than a Saturday or Sunday, on which the principal commercial banks in Calgary, Alberta are open for commercial banking business during normal banking hours.

(m) "**CanadaBis**" has the meaning given to such term in the preamble.

(n) "**Cash Consideration**" has the meaning given to such term in Section 3.01(a).

(o) "**CCAA Proceeding**" has the meaning given to such term in Recital "C".

(p) "**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

(q) "**Claims**" means any and all demands, claims, liabilities, actions, causes of action, counterclaims, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, 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 including all costs, fees and expenses relating thereto.

(r) "**Closing**" means the completion of the purchase of the New Common Shares and the Transaction in accordance with the provisions of this Agreement.

(s) "**Closing Date**" means a date no later than five (5) Business Days after the conditions set forth in Article XI have been satisfied or waived; provided that, if there is to be a Closing hereunder, then the Closing Date shall be no later than the Outside Date, unless otherwise agreed to by the Parties in writing.

(t) "**Closing Documents**" means all contracts, agreements, certificates, and instruments required by this Agreement to be delivered at or before the Closing Time.

(u) "**Closing Time**" means 10:00 a.m. (Calgary time) on the Closing Date, or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

(v) "**Consolidation and Cancellation**" means the consolidation of all New Common Shares and Existing Shares in accordance with the Consolidation Ratio, and the cancellation of all fractional New Common Shares and Existing Shares in accordance with Article II.

(w) "**Consolidation Ratio**" means the ratio by which all New Common Shares and Existing Shares shall be consolidated, as determined by the Purchaser, acting reasonably and in consultation with the Applicants and the Monitor, given the intended effect of the Transaction.

(x) "**Contracts**" means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Applicants are a party to or by which the Applicants are bound by.

(y) "**Court**" has the meaning given to such term in Recital "C".

(z) "**Cure Costs**" means those amounts owing to counterparties with respect to the period prior to the commencement of the CCAA Proceeding in respect of any Contracts (other than Excluded Contracts) that require the consent of the counterparty to be assigned to a third party.

(aa) "**Cure Costs Reserve**" means an amount equal to the Cure Costs.

(bb) "**Deposit**" means cash in the amount of $[redacted] that the Purchaser paid to the Monitor in trust in and around July 15, 2026, in accordance with sections 11(i) and 21 of the SISP, which shall be included in the Purchase Price in accordance with Section 3.01.

(cc) "**Employee Priority Claims**" means any Claim for: (i) accrued and unpaid wages and vacation pay owing to an employee of any of the members of the Applicants whose employment was terminated between the Filing Date and the Closing Date, including the Terminated Employees; and (ii) unpaid amounts provided for in Section 6(5)(a) of the CCAA.

(dd) "**Encumbrance**" means 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.

(ee) "**Equity Interests**" means any capital share, capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or securities (whether voting or non-voting, whether preferred, common or otherwise, and including share appreciation, contingent interest or similar rights) of a Person.

(ff) "**ETA**" means the *Excise Tax Act* (Canada).

(gg) "**Excluded Assets**" has the meaning given to such term in Section 2.03.

(hh) "**Excluded Contracts**" means those Contracts identified in Schedule 2.03(a)(i).

(ii) "**Excluded Liabilities**" has the meaning given to such term in Section 2.05.

(jj) "**Existing Shares**" means all Equity Interests of CanadaBis that are issued and outstanding immediately prior to the Closing Time, which, for greater certainty, does not include the New Common Shares or the Post-Consolidation Shares.

(kk) "**Filing Date**" means April 17, 2026.

(ll) "**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (i) having or purporting to have jurisdiction on behalf of any nation, province, municipality, territory or state or any other geographic or political subdivision of any of them, or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, taxing regulatory authority or power.

(mm) "**GST/HST**" means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

(nn) "**Implementation Steps**" has the meaning given to such term in Section 5.01(b).

(oo) "**Intercompany Claim**" means any Claim that may be asserted against any of the members of the Applicants by or on behalf of any other member of the Applicants.

(pp) "**Interim Period**" means the period from the date that this Agreement is entered into by the Parties to the Closing Time.

(qq) "**Material Adverse Effect**" means any change, effect, event, occurrence, state of facts or development that has had a material adverse effect on: (i) the business, assets, liabilities, financial conditions or results of operations of the members of the Applicants, taken as a whole; or (ii) prevents the ability of any of the members of the Applicants to perform its obligations under, or to consummate the Transaction contemplated by this Agreement, but excluding any such change, effect, event, occurrence, state of facts or development attributable to or arising from: (A) general economic or business conditions; (B) Canada, the U.S. or foreign economies, or financial, banking or securities markets in general, or other general business, banking, financial or economic conditions (including: (I) any disruption in any of the foregoing markets; (II) any change in the currency exchange rates; or (III) any decline or rise in the price of any security, commodity, contract or index); (C) acts of God or other calamities, pandemics (including COVID-19 and any Governmental Authorities response thereto), national or international political or social conditions, including the engagement and/or escalation by the U.S. or Canada in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the U.S. or Canada or any of their territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the U.S. or Canada; (D) the public disclosure of the identity of the Purchaser or its Affiliates; (E) conditions generally affecting the industry in which the members of the Applicants participates; (F) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement or the Transaction contemplated by this Agreement, or the identity of the Parties; (G) changes in Applicable Laws or the interpretation thereof; (H) any change in Accounting Standards or other accounting requirements or principles; (I) national or international political, labour or social conditions; (J) the failure of the members of the Applicants to meet or achieve the results set forth in any internal projections (but not the underlying facts giving rise to such failure unless such facts are otherwise excluded pursuant to the clauses contained in this definition); or (K) any change resulting from compliance with the terms of, or any actions taken (or not taken) by any Party pursuant to or in accordance with, this Agreement; provided that the exceptions set forth in clauses (A), (B), (C), (E), (G), (H) or (I) shall not apply to the extent that such event is disproportionately adverse to the members of the Applicants, taken as a whole, as compared to other companies in the industries in which the members of the Applicants operate.

(rr) "**Monitor's Certificate**" means the certificate delivered to the Purchaser and the Applicants and filed with the Court by the Monitor in accordance with the Vesting Order certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Applicants and the Purchaser that all conditions to Closing have been satisfied or waived by the applicable Parties and the Transaction contemplated by this Agreement have been completed.

(ss) "**Monitor**" means FTI Consulting Canada Inc., as Court-appointed monitor of the members of the Applicants in the CCAA Proceeding, and not in its personal or corporate capacity.

(tt) "**New Common Shares**" means the common shares of CanadaBis to be issued to the Purchaser or one or more of its permitted nominee(s) as part of the Pre-Closing Reorganization and Closing in exchange for the Purchase Price.

(uu) "**Order**" means any order of the Court made in the CCAA Proceeding, or any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

(vv) "**Outside Date**" means October 8, 2026.

(ww) "**Parties**" means the Companies and the Purchaser collectively, and "Party" means either the Companies, the applicable Company or the Purchaser, as the context requires.

(xx) "**Permitted Encumbrances**" means the Encumbrances listed in Schedule 1.01(xx).

(yy) "**Person**" includes an individual, partnership, firm, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, entity, corporation, unincorporated association, or organization, syndicate, committee, court appointed representative, Governmental Authority, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality, or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including the trustees, executors, administrators, or other legal representatives of an individual.

(zz) "**Post-Consolidation Shares**" means the 100 common shares of CanadaBis that will remain after the Consolidation and Cancellation, which shall: (i) represent 100% of the issued and outstanding common shares of CanadaBis after the Consolidation and Cancellation; and (ii) be solely owned and controlled by the Purchaser and/or its permitted assigns.

(aaa) "**Post-Filing Liabilities**" means any and all claims, indebtedness, liabilities, or obligations of the Applicants of any kind that arises during and in respect of the period beginning on the Filing Date and ending on the day immediately preceding the Closing Date in respect of services rendered or supplies provided to the members of the Applicants during such period. For certainty, these do not include: (i) any interest, penalties, expenses or other liabilities that relate to pre-filing liabilities even if they were incurred or arose after the Filing Date; and (ii) any Excluded Liabilities.

(bbb) "**Post-Filing Tax Obligations**" has the meaning given to such term in Section 9.08(a).

(ccc) "**Pre-Closing Reorganization**" means the transactions, act or events described in Schedule 5.01(c) that are to occur immediately prior to the Closing Time.

(ddd) "**Pre-Filing Tax Obligations**" has the meaning given to such term in Section 9.08(b).

(eee) "**Priority Payments**" means those priority payments prescribed under subsections 6(3), 6(5) and 6(6) of the CCAA, and the amounts owing under the Employee Priority Claims, and including those amounts identified in the Implementation Steps.

(fff) "**Purchase Price**" has the meaning given to such term in Section 3.01.

(ggg) "**Purchaser**" has the meaning given to such term in the preamble.

(hhh) "**Purchaser Indebtedness**" means [redacted]

(iii) "**ResidualCo**" means a corporation to be incorporated to which the Excluded Assets and Excluded Liabilities will be transferred as part of the Pre-Closing Reorganization.

(jjj) "**Retained Debt**" means, collectively, [redacted]

(kkk) "**Retained Liabilities**" means only those liabilities, including for greater certainty the Retained Debt, that are retained by CanadaBis pursuant to Section 2.04. For greater certainty, no Excluded Liabilities shall be Retained Liabilities.

(lll) "**Retained Servus Indebtedness**" means the indebtedness owing to Servus up to the maximum amount of $[redacted]

(mmm) "**Runway Indebtedness**" means all indebtedness owing by 199 to Runway Developments Inc. For greater certainty, the Runway Indebtedness shall constitute an Excluded Liability.

(nnn) "**Servus**" means Servus Credit Union Inc.

(ooo) "**Servus Refinancing**" means a credit facility to be entered into between the Purchaser and Servus that, among other things, is intended to satisfy the Retained Servus Indebtedness on Closing, in form and substance acceptable to the Purchaser in its sole discretion.

(ppp) "**SISP**" means the sale and investment solicitation process approved by the SISP Order.

(qqq) "**SISP Order**" means the order of the Court dated June 10, 2026, made in the CCAA Proceeding authorizing and approving the commencement of the SISP.

(rrr) "**Stigma Pharmaceuticals**" has the meaning given to such term in the preamble.

(sss) "**Successful Bid(s)**" has the meaning given to such term in the SISP.

(ttt) "**Successful Bidder(s)**" has the meaning given to such term in the SISP.

(uuu) "**Tax**" and "**Taxes**" means taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, GST/HST, use, value-added, excise, stamp, withholding, business, franchising, escheat, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada, Alberta, and other government pension plan premiums or contributions.

(vvv) "**Terminated Employees**" means those individuals employed by the Applicants whose employment has or shall be terminated by the applicable member of the Applicants in connection with the Transaction, including those deemed to be terminated pursuant to Section 9.09(c).

(www) "**Transaction**" has the meaning given to it in Recital "E".

(xxx) "**Transaction Regulatory Approvals**" means any material licenses, permits or approvals required from any Governmental Authority or under any Applicable Laws relating to the business and operations of the Applicants that would be required to be obtained in order to permit the Applicants and Purchaser to complete the Transactions contemplated by this Agreement, including any approvals required due to the change of control of the Applicants.

(yyy) "**Vested Assets**" means the real property of the Companies that is to be vested into the Purchaser or its permitted assigns as part of the Pre-Closing Reorganization or Implementation Steps.

(zzz) "**Vesting Order**" means an order of the Court in a form to be mutually agreed upon by the Parties, substantially in the form as set forth in Schedule 1.01(zzz), which for certainty shall ensure, at minimum, that: (i) the New Common Shares are issued to the Purchaser or its applicable permitted assigns as contemplated herein; (ii) the Consolidation and Cancellation is approved; (iv) all Equity Interests in CanadaBis other than the Post-Consolidation Shares owned by the Purchaser or its permitted assigns, are cancelled without consideration; (v) all Vested Assets are vested into the Purchaser or its permitted assigns; (vi) all Excluded Assets and Excluded Liabilities are vested into ResidualCo; (v) all Encumbrances other than the Permitted Encumbrances and Retained Liabilities are vested off the Companies, the Retained Assets and the Vested Assets; and (vi) the directors and officers of the Companies are released in respect of the Released Claims (as defined in the Vesting Order).

1.02 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

1.03 Headings, Table of Contents, etc.

The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Agreement. The recitals to this Agreement form an integral part of this Agreement.

1.04 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.05 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars. References to "$" are to Canadian dollars.

1.06 Certain Phrases

In this Agreement: (a) the words "including", "includes" and "include" and any derivatives of such words mean "including without limitation", and (b) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate, without duplication, of". The expression "Article", "Section" and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Agreement.

1.07 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof so long as the economic or legal substance of the Transaction is not affected in any manner materially adverse to any Party. Upon: (a) such a determination of invalidity or unenforceability, or (b) any change in Applicable Law or other action by any Governmental Authority that materially detracts from the legal or economic rights or benefits, or materially increases the obligations, of any Party or any of its Affiliates under this Agreement, the Parties shall negotiate in good faith to amend this Agreement so as to give effect to the original intent of the Parties as closely as possible in an acceptable manner so that the Transaction contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

1.08 Schedules

The following schedules attached hereto and incorporated in and form part of this Agreement:

Schedules

Schedule 1.01(xx)	Permitted Encumbrances
Schedule 1.01(xxx)	Form of Vesting Order
Schedule 2.03	Excluded Assets
Schedule 2.03(a)(i)	Excluded Contracts
Schedule 2.03(a)(i)	Retained Assets
Schedule 2.04	Retained Liabilities
Schedule 2.05	Excluded Liabilities
Schedule 5.01(c)	Implementation Steps
Schedule 10.02	Pre-Closing Reorganization
Schedule 11.01(c)	Transaction Regulatory Approvals to be Obtained Prior to the Closing Time

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement will apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

The Purchaser may update the schedules to this Agreement upon notice to the Companies and the Monitor up to and including August 25, 2026, provided that any such amendments do not have a material adverse effect on the CCAA Proceedings, the Companies, their stakeholders, or the Purchase Price contemplated hereunder. The schedules to this Agreement may be updated and revised by the Purchaser, with the consent of the Applicants and the Monitor, at any time following August 25, 2026, provided that no revisions shall be made to the list of Retained Liabilities following the granting of the Vesting Order.

1.09 Accounting Terms

All accounting terms used in this Agreement are to be interpreted in accordance with the Accounting Standards unless otherwise specified.

1.10 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day that is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

1.11 Computation of Time Periods

If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Agreement, then the first day of the period is not counted, but the day of its expiry is counted.

ARTICLE II
PURCHASE OF SHARES AND ASSUMPTION OF LIABILITIES

2.01 Issuance of New Common Shares and Treatment of Existing Shares

(a) Share Issuance. At the Closing Time, CanadaBis shall issue the New Common Shares to the Purchaser or one or more of its nominee(s) in a class, series and number to be determined by the Purchaser, acting reasonably and in consultation with CanadaBis and the Monitor, having regard to the intended effect of the Transaction, free and clear of all Encumbrances (other than Permitted Encumbrances), in exchange for the payment of the Purchase Price.

(b) Share Consolidation. CanadaBis' Articles of Incorporation shall be amended to, among other things: (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.

(c) Share Cancellation. Any fractional New Common Shares and Existing Shares held by any holder of such shares immediately following the consolidation of such shares shall be cancelled without any liability, payment or other compensation in respect thereof, and CanadaBis' Articles of Incorporation shall be altered as necessary to achieve such cancellation.

(d) Equity Interests Extinguished. Any and all Equity Interests in CanadaBis (other than the Post-Consolidation Shares) that remain issued and outstanding immediately following the Consolidation and Cancellation shall also be cancelled and extinguished without any liability, payment or other compensation in respect thereof, and all Claims in respect of any Equity Interests (other than the Post-Consolidation Shares) shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any liability, payment or other compensation in respect thereof.

2.02 Post-Consolidation Shares

Subject to the terms and conditions of this Agreement, effective immediately after the Closing Time and following the Consolidation and Cancellation, the Purchaser shall be the sole owner of the Post-Consolidation Shares, which shall represent 100% of CanadaBis' issued and outstanding Equity Interests at Closing. For the avoidance of doubt, after the Closing Time and after the completion of the Implementation Steps, CanadaBis and each and every direct and indirect subsidiary of CanadaBis (including the Companies) shall be wholly owned, directly or indirectly, by Purchaser or its applicable nominee(s).

2.03 Excluded Assets

(a) Notwithstanding any provision of this Agreement to the contrary, as of the Closing, the assets of the Applicants shall not include any of the following assets, together with any other assets as set forth on Schedule 2.03 (collectively, the "**Excluded Assets**"):

  (i) the Administrative Expense Amount;

  (ii) the Excluded Contracts;

  (iii) the Tax records and returns, and books and records pertaining thereto and other documents, in each case, that primarily or solely relate to any of the Excluded Liabilities, provided that the applicable member of the Applicants may take copies of all Tax records and books and records pertaining to such records (as redacted, if applicable) to the extent necessary or useful for the carrying on of the Business after Closing, including the filing of any tax return, provided, however that ResidualCo shall retain the original copies of any of the records required to be provided to the applicable member of the Applicants hereunder (and provide the applicable member of the Applicants with a copy thereof) to the extent ResidualCo is required to do so under Applicable Law;

  (iv) all communications, information or records, written or oral, that are in any way related to (i) the transactions contemplated by this Agreement, (ii) the sale of the New Common Shares, (iii) any Excluded Asset or (iv) any Excluded Liability; and

  (v) any rights that accrue to ResidualCo under this Agreement or the Vesting Order.

(b) For certainty, all property, assets, undertakings, and contracts of the Companies (the "**Retained Assets**") other than the Excluded Assets and Excluded Contracts shall be retained by the Companies free and clear of all Encumbrances other than the Permitted Encumbrances and the Retained Liabilities. For certainty, the Retained Assets includes the non-exhaustive list of specific property, assets and undertakings listed on Schedule 2.03(b).

2.04 Retained Liabilities

Pursuant to this Agreement and the Vesting Order, as of the Closing Time, the only obligations and liabilities of the Applicants shall consist of the items specifically set forth below, as applicable (collectively, the "**Retained Liabilities**"); provided that the Retained Liabilities of any member of the Applicants pursuant to this Section 2.04 shall continue to be liabilities of the applicable member of the Applicants as of the Closing:

(a) Post-Filing Liabilities;

(b) Post-Filing Tax Obligations (to the extent not already covered under Post-Filing Liabilities);

(c) all liabilities of the Applicants arising from circumstances or events occurring after Closing;

(d) Intercompany Claims between members of the Applicants;

(e) the Retained Debt; and

(f) those specific Retained Liabilities set forth in Schedule 2.04.

2.05 Excluded Liabilities

(a) Except as expressly retained pursuant to or specifically contemplated by Section 2.04 (including, for greater certainty, the Retained Debt, which is retained by the Applicants and is not an Excluded Liability and shall not be assigned to or channelled to ResidualCo), all Claims and all debts, obligations, and liabilities of the Applicants or any predecessors of the Applicants, of any kind or nature, shall be assigned and become the sole obligation of ResidualCo pursuant to the terms of the Vesting Order and this Agreement, and, as of the Closing, the members of the Applicants shall not have any obligation, duty, or liability of any kind whatsoever, except as expressly assumed pursuant to Section 2.04, whether accrued, contingent, known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, unliquidated, absolute, accrued, contingent or otherwise, and whether due or to become due, and such liabilities or obligations shall be the sole responsibility of ResidualCo, including *inter alia*:

(i) the non-exhaustive list of those certain liabilities set forth in Schedule 2.05;

(ii) all liabilities relating to or under the Excluded Assets;

(iii) all Pre-Filing Tax Obligations; and

(iv) liabilities for employees whose employment with the Applicants is terminated on or before Closing, including the Terminated Employees (collectively, the "**Excluded Liabilities**").

(b) Pursuant to the Vesting Order, the Excluded Liabilities shall be channeled to and assumed in full by ResidualCo in accordance with and as further described in Article IV, and the Applicants and their assets, undertakings, Business and properties shall be discharged of such Excluded Liabilities. All Claims attaching to the Excluded Liabilities, if any, shall continue to exist against ResidualCo and the Purchase Price and the Excluded Assets shall be available to satisfy such Claims.

ARTICLE III
PURCHASE PRICE AND RELATED MATTERS

3.01 Purchase Price

The aggregate consideration provided by the Purchaser in exchange for the New Common Shares (the "**Purchase Price**") is approximately $[redacted], payable as follows:

(a) [redacted] (the "**Cash Consideration**");

(b) retention of the Retained Debt, provided that the Retained Servus Indebtedness will be satisfied on Closing by the proceeds of the Servus Refinancing; and

(c) retention of the Retained Liabilities.

3.02 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price by providing the Cash Consideration, if any, in immediately available funds payable by the Purchaser to the Monitor on the Closing Date and by retaining the Retained Debt as set out in Section 3.01.

3.03 Application of Deposit

If necessary, the Deposit shall be applied to the Cure Costs Reserve and any Priority Payments at Closing, and the balance of the Deposit following such payments shall be returned to the Purchaser within five days of the Closing Date.

3.04 Purchase Price Allocation

The Parties shall mutually agree in writing, acting reasonably, on the allocation of the Purchase Price prior to the Closing Date.

3.05 Payment of Certain Liabilities

On the Closing Date, the members of the Applicants shall satisfy, in accordance with the Implementation Steps, the Cure Costs and Priority Payments as required to be paid on Closing in the Vesting Order such that all the Cure Costs and Priority Payments shall be satisfied in full in connection with the Closing.

ARTICLE IV
TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

4.01 Transfer of Excluded Assets to ResidualCo

On the Closing Date, pursuant to the terms of the Vesting Order and, where applicable, in consideration for ResidualCo assuming the Excluded Liabilities pursuant to Section 2.05 from the applicable member of the Applicants, the Companies will assign and transfer the Excluded Assets to ResidualCo, and the Excluded Assets shall be vested in ResidualCo pursuant to the Vesting Order.

4.02 Transfer of Excluded Liabilities to ResidualCo

At the Closing Time, the Excluded Liabilities shall have been channeled to and assumed by ResidualCo, in accordance with the Pre-Closing Reorganization and pursuant to the Vesting Order. Notwithstanding any other provision in this Agreement, neither the Purchaser nor the Applicants shall assume or have any liability for any of the Excluded Liabilities and all Excluded Liabilities shall be discharged from the Applicants and their assets, undertakings, Business and properties from and after the Closing Time.

4.03 Transfer of Vested Assets to Purchaser

On the Closing Date, pursuant to the terms of the Vesting Order and, where applicable, in consideration for Purchase Price, the applicable Companies will assign and transfer the Vested Assets to the Purchaser or its permitted assigns, and the Vested Assets shall be vested in such party pursuant to the Vesting Order.

ARTICLE V
PRE-CLOSING AND CLOSING REORGANIZATION

5.01 Pre-Closing and Closing Reorganization

(a) The specific mechanism for implementing the Closing and the structure of the transactions contemplated by this Agreement shall be structured in a tax efficient manner mutually agreed upon by the Parties, each acting reasonably.

(b) On or prior to the Closing Date, the members of the Applicants shall effect the transaction steps and Pre-Closing Reorganization (collectively, the "**Implementation Steps**") of the members of the Applicants as set forth in Schedule 5.01(c); provided that in no event will the Implementation Steps described in Schedule 5.01(c) be materially prejudicial to the interests of the Purchaser under the other sections of this Agreement. The Implementation Steps may include, without limitation, the formation of new entities required to implement the transactions contemplated by this Agreement in a tax efficient manner, consistent with Section 5.01(a).

(c) The Implementation Steps shall occur, and be deemed to have occurred in the order and manner to be set out in Schedule 5.01(c).

(d) The steps to be taken and the compromises and releases to be effective on the Closing Date are deemed to occur and be effected in the steps and sequential order set forth in Schedule 5.01(c), beginning on or before the Closing Date at such time as is specified therein.

(e) The timing and/or sequence of the Implementation Steps and the Closing on the Closing Date may be altered at the request of the Purchaser, acting reasonably, and with the consent of the Monitor, if required pursuant to the terms hereof.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE COMPANIES

Each of the Companies represents and warrants, on behalf of itself, to the Purchaser as follows, and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the New Common Shares:

6.01 Due Authorization and Enforceability of Obligations

Subject to the granting of the Vesting Order, this Agreement has been duly authorized, executed and delivered by the Companies, and constitutes a legal, valid and binding obligation of it, enforceable against them in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

6.02 Existence and Good Standing

Each of the Companies is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and: (a) has all requisite power and authority to execute and deliver this Agreement, and (b) has taken all requisite corporate or other action necessary for it to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transaction contemplated hereunder.

6.03 Sophisticated Parties

The Companies: (a) are sophisticated parties with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, (b) have conducted their own analysis and made its own decision to enter into this Agreement, including obtaining such independent advice as it deems appropriate, and (c) have not relied on the analysis or decision of any Person other than its own independent advisors.

6.04 Absence of Conflicts

The execution and delivery of this Agreement by the Companies and the completion by the Companies of their obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any Applicable Law, (subject to the receipt of any Transaction Regulatory Approvals and the granting of the Vesting Order) and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under the certificate of incorporation, articles, by-laws or other constituent documents of any member of the Companies. Subject to the granting of the Vesting Order, the execution, delivery and performance of this Agreement by the Companies does not and will not violate any Order.

6.05 Approvals and Consents

The execution and delivery of this Agreement by the Companies, the completion by the Companies of their obligations hereunder and the consummation by the Companies of the transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than as contemplated by the Transaction Regulatory Approvals and the entry of the Vesting Order by the Court.

6.06 HST Registrant

Each of the Companies is required to be registered and is, or will be on the Closing Date, registered under Subdivision (d) of Division V of Part IX of the ETA.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Companies as follows, and acknowledges that the Companies are relying upon the following representations and warranties in connection with the issuance and sale of the New Common Shares:

7.01 Due Authorization and Enforceability of Obligations

This Agreement has been duly authorized, executed and delivered by the Purchaser, and, assuming the due authorization, execution and delivery by it, this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

7.02 Existence and Good Standing

The Purchaser is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and consummate the transactions contemplated by this Agreement.

7.03 Sophisticated Party

Purchaser: (a) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, (b) has conducted its own analysis and made its own decision to enter into this Agreement, including obtaining such independent advice as it deems appropriate, and (c) has not relied on the analysis or decision of any Person other than its own independent advisors.

7.04 Absence of Conflicts

The execution and delivery of this Agreement by the Purchaser and the completion by the Purchaser of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not violate or conflict with any Applicable Law, or any of its properties or assets, (subject to the receipt of any Transaction Regulatory Approvals) and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under its certificate of incorporation, articles, by-laws or other constituent documents.

7.05 Approvals and Consents

The execution and delivery of this Agreement by the Purchaser, the completion by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than as contemplated by the Transaction Regulatory Approvals and the granting of the Vesting Order by the Court.

7.06 No Actions

There is not, as of the date hereof, pending or, to the Purchaser's knowledge, threatened against it or any of its properties, nor has the Purchaser received notice in respect of, any Claim, potential Claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Authority or legislative body that, would prevent it from executing and delivering this Agreement, performing its obligations hereunder and consummating the transactions and agreements contemplated by this Agreement.

7.07 HST Registrant

The Purchaser is, or will be on the Closing Date, registered under Subdivision d of Division V of Part IX of the ETA.

7.08 Availability of Funds

The Purchaser has executed, on or prior to the date hereof, the requisite instruction letters to fully authorize the Purchaser, and the Purchaser is duly authorized, to, among other things, deliver the Cash Consideration in connection with the consummation of the Closing hereunder.

ARTICLE VIII
AS IS, WHERE IS TRANSACTION

The Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Business, the New Common Shares, the Retained Liabilities and all related operations of the members of the Applicants, and, based solely thereon and the advice of its financial, legal and other advisors, has determined to proceed with the transactions contemplated by this Agreement. The Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of the Companies expressly set forth in Article VI, the Purchaser understands, acknowledges and agrees that all other representations, warranties, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Applicants or the Business, or the quality, quantity or condition of the New Common Shares) are specifically disclaimed by the Companies, the other members of the Applicants, their respective financial and legal advisors and the Monitor and its legal counsel. THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE COMPANIES EXPRESSLY AND SPECIFICALLY SET FORTH IN Article VI: (A) THE PURCHASER IS ACQUIRING THE NEW COMMON SHARES ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE COMPANIES, THE MONITOR OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE COMPANIES OR THE MONITOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE APPLICANTS, THE BUSINESS, THE NEW COMMON SHARES, THE RETAINED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS RESPECTIVE REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

ARTICLE IX
COVENANTS

9.01 Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

9.02 Administrative Expense Amount

(a) Prior to the Closing Date, the Companies shall pay the Administrative Expense Amount to the Monitor, which the Monitor shall use to pay the Administrative Expense Costs and the CCAA Charge Amount.

(b) From time to time after the Closing Date, the Monitor may pay from the Administrative Expense Amount the Administrative Expense Costs and amounts secured by the CCAA Charges at its sole discretion in accordance with the Vesting Order and without further authorization from the Companies or the Purchaser. Any unused portion of the Administrative Expense Amount after payment or reservation for all Administrative Expense Costs, as determined by the Monitor, shall be transferred by the Monitor to the Purchaser.

(c) Notwithstanding the foregoing or anything else contained herein or elsewhere, each of the Companies and the Purchaser acknowledges and agrees that: (i) the Monitor's obligations hereunder are and shall remain limited to those specifically set out in this Section 9.02; and (ii) the Monitor is acting solely in its capacity as the CCAA Court-appointed Monitor of the Companies pursuant to the Initial Order and not in its personal or corporate capacity, and the Monitor has no liability in connection with this Agreement whatsoever, in its personal or corporate capacity or otherwise, save and except for and only to the extent of the Monitor's gross negligence or intentional fault.

(d) The Parties acknowledge that the Monitor may rely upon the provisions of this Section 9.02 notwithstanding that the Monitor is not a party to this Agreement. The provisions of this Section 9.02 shall survive the termination or non-completion of the transactions contemplated by this Agreement.

9.03 Interim Period

During the Interim Period, except as contemplated or permitted by this Agreement (including the Vesting Order and the Pre-Closing Reorganization): (a) the Applicants shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, (b) the Applicants shall not, without the prior written approval of the Purchaser, sell or transfer any assets outside of the ordinary course for amounts greater than $50,000, (c) the Applicants shall not enter into any transaction involving the Business outside of the ordinary course for an amount greater than $50,000 without the prior written approval of the Purchaser, and (d) the Applicants shall, if requested by the Purchaser, use commercially reasonable efforts to satisfy in full all Post-Filing Liabilities.

9.04 Access During the Interim Period

Until the Closing Time, the Companies shall give to the Purchaser's personnel engaged in the transactions contemplated by this Agreement and their accountants, legal advisers, consultants, financial advisors and representatives during normal business hours reasonable access to its premises and to all of the books and records relating to the Business, the members of the Applicants, the Retained Liabilities and the employees, and shall furnish them with all such information relating to the Business, the members of the Applicants, the Retained Liabilities and the employees as Purchaser may reasonably request in connection with the transactions contemplated by this Agreement; provided that such access shall be conducted at the Purchaser's expense, in accordance with Applicable Law and under supervision of the Companies' personnel and in such a manner as to maintain confidentiality, and the Companies will not be required to provide access to or copies of any such books and records if: (a) the provision thereof would cause the Companies to be in contravention of any Applicable Law; or (b) making such information available would: (i) result in the loss of any lawyer-client or other legal privilege; or (ii) cause the Companies to be found in contravention of any Applicable Law, or contravene any fiduciary duty or agreement (including any confidentiality agreement to which the Companies are a party). Notwithstanding anything in Section 9.02 to the contrary, any such investigation shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the Business or the possible sale thereof to any other Person.

9.05 Servus Refinancing

The Purchaser agrees to use commercially reasonable efforts to enter into a binding commitment letter with Servus regarding the Servus Refinancing by no later than August 25, 2026, and the Purchaser acknowledges that entering into a binding commitment letter with Servus regarding the Servus Refinancing will waive the closing condition set out at section 11.01(d) of this Agreement. The Purchaser will provide written confirmation to the Companies and the Monitor of the satisfaction or waiver of the closing condition set out at section 11.01(d) of this Agreement.

9.06 Transaction Regulatory Approvals

(a) The Parties shall use commercially reasonable efforts to apply for and obtain any Transaction Regulatory Approvals as soon as reasonably practicable and by no later than the time limits imposed by Applicable Laws, in accordance with this Section 9.05, in each case at the sole cost and expense of the Purchaser.

(b) The Parties shall co-operate with one another in connection with obtaining any Transaction Regulatory Approvals. Without limiting the generality of the foregoing, the Parties shall: (i) give each other reasonable advance notice of all meetings or other oral communications with any Governmental Authority relating to the Transaction Regulatory Approvals, as applicable, and provide as soon as practicable but in any case, if any, within the required time, any additional submissions, information and/or documents requested by any Governmental Authority necessary, proper or advisable to obtain the Transaction Regulatory Approvals; (ii) not participate independently in any such meeting or other oral communication without first giving the other Party (or their outside counsel) an opportunity to attend and participate in such meeting or other oral communication, unless otherwise required or requested by such Governmental Authority; (iii) if any Governmental Authority initiates an oral communication regarding the Transaction Regulatory Approvals, promptly notify the other Party of the substance of such communication; (iv) subject to Applicable Laws relating to the exchange of information, provide each other with a reasonable advance opportunity to review and comment upon and consider in good faith the views of the other in connection with all written communications (including any filings, notifications, submissions, analyses, presentations, memoranda, briefs, arguments, opinions and proposals) made or submitted by or on behalf of a Party with a Governmental Authority regarding the Transaction Regulatory Approvals as applicable; and (v) promptly provide each other with copies of all written communications to or from any Governmental Authority relating to the Transaction Regulatory Approvals as applicable.

(c) Each of the Parties may, as advisable and necessary, reasonably designate any competitively or commercially sensitive material provided to the other under this Section as "Outside Counsel Only Material", provided that the disclosing Party also provides a redacted version to the receiving Party. Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and, subject to any additional agreements between the Parties, will not be disclosed by such outside legal counsel to employees, officers or directors of the recipient unless express written permission is obtained in advance from the source of the materials or its legal counsel.

(d) The obligations of either Party to use its commercially reasonable efforts to obtain the Transaction Regulatory Approvals does not require either Party (or any Affiliate thereof) to undertake any divestiture of any business or business segment of such Party, to agree to any material operating restrictions related thereto or to incur any material expenditure(s) related therewith, unless agreed to by the Parties. In connection with obtaining the Transaction Regulatory Approvals, no member of the Companies shall agree to any of the foregoing items without the prior written consent of the Purchaser.

9.07 Other Covenants Relating to this Agreement

(a) From the date hereof until the Closing Date, the Companies and the Purchaser agree, and agree to cause their respective representatives and Affiliates, to keep each other informed on a reasonably current basis and no less frequently than on a weekly basis through teleconference or other meeting, or as reasonably requested by the Monitor, as to their progress in satisfying the conditions precedent in this Agreement.

(b) From the date hereof until the Closing Date, the Companies agree, and agree to cause its representatives, to promptly notify the Purchaser of: (i) any event, condition, or development that has resulted in the inaccuracy in a material respect or material breach of any representation or warranty, covenant or agreement contained in this Agreement, or (ii) any Material Adverse Effect occurring from and after the date hereof prior to the Closing Date.

(c) the Companies and the Purchaser agree to use commercial reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably necessary to obtain any material third-party consents and approvals as may be required in connection with the transaction contemplated by this Agreement.

(d) the Companies and the Purchaser shall cooperate and use commercially reasonable efforts to cause CanadaBis to cease to be a reporting issuer (or equivalent thereof) in the applicable jurisdictions of Canada as soon as reasonably practicable after the Closing Date.

(e) At the request of Purchaser, the Companies shall proceed with the liquidation, winding-up, dissolution and/or amalgamation of any members of the Companies designated by Purchaser on or prior to the Closing Date, provided that such steps are included in the Pre-Closing Reorganization and such additional costs, if any, shall be borne by the Purchaser.

9.08 Tax Matters

(a) The Companies shall be responsible, respectively, for all Taxes owed or owing or accrued by the Companies in respect of the period commencing on the Filing Date and ending on the Closing Date (the "**Post-Filing Tax Obligations**"), if any.

(b) All Taxes owed or owing or accrued by the Applicants prior to the Filing Date, even if not due and payable until after the Filing Date (collectively, the "**Pre-Filing Tax Obligations**") shall be transferred to, assumed by, and vested in ResidualCo as Excluded Liabilities. For greater certainty, any audits or reassessments by the Canada Revenue Agency or any other Governmental Authority with respect to Taxes that relate to a time period occurring, or facts arising, prior to the Filing Date shall be a Pre-Filing Tax Obligation, regardless upon when such audit was commenced or completed, and any and all such obligations with respect to such audits and reassessments shall be transferred to and assumed by ResidualCo as Excluded Liabilities.

(c) Prior to Closing, and if such payment has been requested by the Purchaser, the Companies shall provide evidence in form and substance satisfactory to the Purchaser that all such Post-Filing Tax Obligations have been paid in full to the relevant Governmental Authority or that sufficient cash reserves will be held by the Applicants at Closing to pay all such Post-Filing Tax Obligations in full post-Closing.

(d) After Closing, the Purchaser shall cause to be prepared and filed on a timely basis all Tax Returns for the Applicants for (a) any period which ends on or before the Closing Date and for which Tax Returns have not been filed as of such date, and (b) for any period that begins prior to the Closing Date and ends after the Closing Date for which Tax Returns are required to be prepared and filed.

9.09 Employee Matters

(a) The Purchaser may, but is not obligated to, in the name of the applicable member of the Applicants, make conditional (upon Closing) continued or new (as applicable) offers of employment on such terms as it may determine in its absolute and sole discretion.

(b) The Purchaser shall make commercially reasonable efforts to make such offers in writing on or prior to the date that is ten (10) calendar days prior to the anticipated Closing Date, provided that such offers shall be made no later than five (5) calendar days prior to the anticipated Closing Date, and leave such offers open for acceptance up to and including one (1) calendar day prior to the Closing Date. The Purchaser agrees that no fewer than 90% of the total current number of employees of the Applicants shall receive an offer of employment in accordance with this section 9.09(b). Notwithstanding any other provision of this Agreement, the Purchaser has no obligation to offer employment to any particular employee.

(c) In the event:

(i) no conditional offer of employment is made to such employee of the Applicants; or

(ii) an employee who receives an offer of employment rejects such offer in writing or fails to accept such offer of employment up to and including one (1) calendar day prior to the Closing Date,

such employee shall be deemed to be a "**Terminated Employee**". For greater certainty, any claims of Terminated Employees arising on or before Closing shall, if determined to be a Priority Payment, be paid in accordance with the terms hereof and shall otherwise be Excluded Liabilities and not Retained Liabilities.

9.10 ResidualCo

On the Closing Date, CanadaBis shall convey all Equity Interests in ResidualCo to Thornton Grout Finnigan LLP ("**TGF**") to hold as agent and bare trustee on behalf of the common shareholders of CanadaBis immediately prior to the Consolidation and Cancellation as their interests may be agreed or as they may be determined by the Court in the CCAA Proceeding. For greater certainty, TGF shall not have any obligation or duties to take any actions, steps or otherwise in respect of the Equity Interests of ResidualCo, subject to direction from the Monitor, or Order of the Court in the CCAA Proceeding.

9.11 Release by Purchaser

Except in connection with any obligations of the Companies or the Monitor contained in this Agreement and any Closing Documents, effective as of the Closing Time, Purchaser and its Affiliates hereby releases and forever discharges the Companies, the Monitor, and their respective Affiliates, and each of their respective successors and assigns, and all present and former officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Claims which such Person had, has or may have in the future to the extent relating to the Business, the New Common Shares or the Retained Liabilities, save and except for Claims arising out of fraud, bad faith or illegal acts (unless such Person believed in good faith that its conduct was legal).

9.12 Release by the Companies

Except in connection with any obligations of Purchaser and the Monitor contained in this Agreement and any Closing Documents, effective as of the Closing Time, the Companies hereby release and forever discharge Purchaser, the Monitor and their respective Affiliates, and each of their respective successors and assigns, and all former and present officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them, from any and all actual or potential Claims which such Person had, has or may have in the future to the extent relating to: (a) the New Common Shares, (b) the Excluded Assets, or (c) the Excluded Liabilities, save and except for Claims arising out of fraud, bad faith or illegal acts (unless such Person believed in good faith that its conduct was legal).

ARTICLE X
CLOSING

10.01 Location and Time of the Closing

Closing shall take place electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

10.02 Pre-Closing Reorganization

(a) Subject to the other terms of this Agreement, the Companies shall effect the Pre-Closing Reorganization.

(b) The Purchaser and the Companies shall work cooperatively and use commercially reasonable efforts to prepare, before the Closing Date, all documentation necessary and do such other acts and things as are necessary to give effect to the Pre-Closing Reorganization.

10.03 The Companies' Deliveries at Closing

At or before the Closing Time, the Companies shall deliver or cause to be delivered to the Purchaser the following:

(a) a true copy of the Vesting Order, as issued and entered by the Court, which shall be a final order that has not been appealed, set aside, varied or stayed within the applicable appeal period, or if either the Vesting Order has been appealed within the applicable appeal period or if any motion has been commenced to set aside, vary or stay the Vesting Order, all such appeals and motions shall have been finally dismissed;

(b) any balance of the Deposit after the Cure Costs Reserve and Priority Payments have been satisfied;

(c) share certificates representing the New Common Shares;

(d) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Companies contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that Companies have performed in all material respects the covenants to be performed by it prior to the Closing Time;

(e) written confirmation of the due incorporation and organization of ResidualCo on the terms set forth herein;

(f) evidence that the Consolidation and Cancellation has been completed including a copy of the filed articles of amendment thereof; and

(g) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

10.04 Purchaser's Deliveries at Closing

At or before the Closing Time, the Purchaser shall deliver or cause to be delivered to the Companies (or to the Monitor, as applicable), the following:

(a) the Cash Consideration, if applicable;

(b) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time; and

(c) such other agreements, documents and instruments as may be reasonably required by the Companies to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

10.05 Simultaneous Transactions

All actions taken and transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence set forth in the Implementation Steps and the Vesting Order (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

ARTICLE XI
CLOSING CONDITIONS

11.01 Conditions for the Benefit of the Purchaser and the Companies

The respective obligations of the Purchaser and the Companies to consummate the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions:

(a) No Law: No provision of any Applicable Law and no judgment, injunction or Order preventing or otherwise frustrating the consummation of the purchase of the New Common Shares or any of the other transactions pursuant to this Agreement shall be in effect;

(b) Vesting Order: The Court shall have granted the Vesting Order in form and substance satisfactory to each of the Purchaser and the Companies, in their sole discretion, substantially in the form attached hereto as Schedule 1.01(zzz).

(c) Transaction Regulatory Approvals: The Companies shall have received all required Transaction Regulatory Approvals, and all required Transaction Regulatory Approvals shall be in full force and effect, except for Transaction Regulatory Approvals that need not be in full force and effect prior to Closing.

(d) Servus Refinancing: By no later than August 25, 2026, Servus and the Purchaser shall have entered into a binding commitment letter with respect to the Servus Refinancing and shall have provided written evidence of same to the Companies and the Monitor.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Companies and the Purchaser. Any condition in this Section 11.01 may be waived by the Companies and the Purchaser, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver will be binding on the Companies or the Purchaser, as applicable, only if made in writing.

11.02 Conditions for the Benefit of Purchaser

The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver by the Purchaser of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Purchaser):

(a) Performance of Covenants: The covenants contained in this Agreement to be performed or complied with by the Companies at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time;

(b) No Breach of Representations and Warranties: Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Article VI shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.

(c) No Material Adverse Effect: Since the date hereof, no change effect, event, occurrence, state of facts or development shall have occurred that resulted in, or would reasonably be expected to result in, a Material Adverse Effect;

(d) The Companies' Deliverables: The Companies shall have delivered to the Purchaser all of the deliverables contained in Section 10.03 in form and substance reasonably satisfactory to Purchaser;

(e) Implementation Steps: The Companies shall have completed the Pre-Closing Reorganization and Implementation Steps that are required to be completed prior to Closing, in form and substance reasonably acceptable to Purchaser, acting reasonably;

(f) Terminated Employees: The applicable Companies shall have terminated the employment of the Terminated Employees, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of or damages in lieu of, statutory notice, termination payments, severance, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant the Vesting Order, shall be assigned and transferred as against the applicable member of the Applicants to and assumed by ResidualCo.

(g) ResidualCo.: Pursuant to the Vesting Order: (i) all Excluded Assets and Excluded Liabilities shall have been transferred to ResidualCo or discharged, (ii) the Excluded Liabilities shall have attached to the Excluded Assets and the proceeds from the Purchase Price, and (iii) the Companies, their Business and property shall have been released and forever discharged of all Claims and Encumbrances (other than Retained Liabilities, if any) such that, from and after Closing the Business and property of the Companies shall exclude the Excluded Assets and shall not be subject to any Excluded Liabilities.

(h) CCAA Proceeding: Upon Closing, the CCAA Proceeding shall have been terminated in respect of the Applicants, their Business and property, as set out in the Vesting Order, but, for greater certainty, shall continue in respect of ResidualCo.

(i) Disclaim Excluded Contracts: the Companies shall have sent notices of disclaimer for all such known Excluded Contracts and other agreements, and such known Excluded Contracts shall form part of the Excluded Assets.

11.03 Conditions for the Benefit of the Companies

The obligation of the Companies to consummate the transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver where applicable by the Companies of, at or prior to the Closing Time unless otherwise specified, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Companies):

(a) Performance of Covenants: The covenants contained in this Agreement to be performed by the Purchaser at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;

(b) No Breach of Representations and Warranties: Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Article VII shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.

(c) Purchaser Deliverables: The Purchaser shall have delivered to the Companies all of the deliverables contained in Section 10.04 in form and substance satisfactory to the Companies.

11.04 Monitor's Certificate

As soon as practicable following the Closing Time, the Monitor shall file a copy of the Monitor's Certificate with the Court and shall provide a copy of the Monitor's Certificate to the Purchaser and the Companies. The Parties hereby acknowledge and agree that the Monitor will be entitled to file the Monitor's Certificate with the Court, without independent investigation, upon receiving written confirmation from the Companies and the Purchaser in form and substance satisfactory to the Monitor that all conditions to Closing have been met or waived, and the Monitor will have no liability to the Purchaser, the Companies or any other Person as a result of filing the Monitor's Certificate in accordance with this Section 11.04.

ARTICLE XII
INSOLVENCY PROVISIONS

12.01 Court Orders and Related Matters

(a) From and after the date of this Agreement and until the Closing Date, the Companies shall deliver to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, and other papers to be filed or submitted by any member of the Applicants in connection with or related to this Agreement, including with respect to the Vesting Order, for Purchaser's prior review at least two (2) days in advance of service and filing of such materials (or where circumstances make it impracticable to allow for two (2) days' review, with as much opportunity for review and comment as is practically possible in the circumstances). The Companies acknowledges and agrees (i) that any such pleadings, motions, notices, statements, applications, schedules, or other papers shall be in form and substance satisfactory to the Purchaser, acting reasonably, and (ii) to consult and cooperate with the Purchaser regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.

(b) Notice of the motions seeking the issuance of the Vesting Order shall be served or be caused to be served by the Companies on all persons required to receive notice under Applicable Law and the requirements of the CCAA, the Court, and any other Person determined necessary by the Companies or Purchaser, acting reasonably.

(c) If the Vesting Order relating to this Agreement is appealed or a motion for leave to appeal, rehearing, re-argument or reconsideration is filed with respect thereto, the Companies agrees (subject to the available liquidity of the Companies) to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.

(d) The Companies acknowledge and agree that the Vesting Order shall provide that, in addition to all other relief contemplated therein, on the Closing Date and concurrently with the Closing, the New Common Shares shall be transferred to Purchaser free and clear of all Encumbrances, other than Permitted Encumbrances.

ARTICLE XIII
TERMINATION

13.01 Termination

This Agreement may be terminated on or prior to the Closing Date as follows:

(a) by the mutual written agreement of the Companies and the Purchaser;

(b) by either Party upon written notice to the other Party:

(i) if this Agreement is not the Successful Bid or the Back-Up Bid (as determined pursuant to the SISP); or this Agreement is the Back-Up Bid and the transaction contemplated by the Successful Bid is closed;

(ii) if Closing has not occurred on or before the Outside Date, provided that the terminating Party is not in breach of any representation, warranty, or covenant in this Agreement that would prevent the satisfaction of the conditions in Article XI on or before the Outside Date;

(iii) if at any time after the date hereof any of their applicable conditions in Article XI are not capable of being satisfied by the applicable dates required in Article XI of this Agreement or if not otherwise required, by the Outside Date;

(iv) upon the termination, dismissal or conversion of the CCAA Proceeding;

(v) upon dismissal of the motion for the Vesting Order (or if any such order is stayed, vacated or varied without the consent of Purchaser); or

(vi) if a court of competent jurisdiction, including the Court or a Governmental Authority has issued an Order or taken any other action to restrain, enjoin or otherwise prohibit the consummation of closing of the Transactions and such Order or action has become a final Order;

(c) by Purchaser upon written notice to the Companies:

(i) upon the appointment of a receiver, trustee in bankruptcy or similar official in respect of any member of the Applicants or any of the property of any member of the Applicants, other than with the prior written consent of Purchaser;

(ii) if there has been a breach by the Companies of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 11.01 or Section 11.02, as applicable, by the Outside Date and such breach has not been waived by Purchaser or cured within ten (10) Business Days after receipt of written notice thereof from Purchaser, unless Purchaser is in breach of its obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 11.01 or Section 11.03, as applicable, by the Outside Date; or

(d) by the Companies upon written notice to the Purchaser, if there has been a breach by Purchaser of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 11.01 or Section 11.03, as applicable, by the Outside Date, and such breach has not been waived by the Companies or cured within ten (10) Business Days after written notice thereof from the Companies, unless the Companies are in breach of their obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 11.01 or Section 11.02, as applicable, by the Outside Date;

13.02 Effect of Termination.

(a) If this Agreement is terminated pursuant to:

(i) Section 13.01(d), the Deposit shall be forfeited to the Monitor as liquidated damages. The parties agree that the actual damages likely to result from such breach would be difficult to ascertain at the time of entering into this Agreement, and that the Deposit represents a genuine pre-estimate of such damages; and

(ii) for any other reason, the Deposit shall be returned by the Monitor to the Purchaser or as the Purchaser may otherwise direct, without interest or deduction.

(b) Subject to Section 13.02(a), if this Agreement is terminated pursuant to Section 13.01, all further obligations of the Parties under this Agreement will terminate, and no Party will have any liability or further obligations hereunder. Notwithstanding anything to the contrary in this Agreement: (a) this Section 13.02, Section 14.10 Section 14.11, and Section 14.13 shall survive termination of this Agreement, and (b) termination of this Agreement shall relieve any Party of any liability for any wilful breach by it of this Agreement.

ARTICLE XIV
GENERAL MATTERS

14.01 Access to Books and Records

For a period of five years from the Closing Date or for such longer period as may be reasonably required for ResidualCo (or any trustee in bankruptcy of the estate of ResidualCo) to comply with Applicable Law, the Purchaser shall cause the Companies to retain all original books and records. So long as any such books and records are retained by the Applicants pursuant to this Agreement, ResidualCo (and any representative, agent, former director or officer of the Applicants or trustee in bankruptcy of the estate of ResidualCo, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Applicants.

14.02 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Companies and the Purchaser.

14.03 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the Parties, and set out all the covenants, promises, warranties, representations, conditions and agreements among the Parties in connection with the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral among the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

14.04 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with the Transactions or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

14.05 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

14.06 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any Claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the Court for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 14.13 shall be deemed effective service of process on such Party.

14.07 Further Assurances

As reasonably required by a Party in order to effectuate the transactions contemplated by this Agreement, the Purchaser and the Companies shall execute and deliver at (and after) the Closing such other documents, and shall take such other actions, as are necessary or appropriate, to implement and make effective the transactions contemplated by this Agreement.

14.08 Public Notices

No press release or other announcement concerning the transactions contemplated by this Agreement shall be made by the Companies or the Purchaser without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 14.08, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceeding) or by any stock exchange on which any of the securities of such Party or any of its Affiliates are listed, or by any insolvency or other court or securities commission, or other similar Governmental Authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing: (a) this Agreement may be filed by the Companies: (i) with the Court; and (ii) on its profile on www.sedar.com; and (b) the transactions contemplated in this Agreement may be disclosed by the Companies to the Court. The Parties further agree that:

(a) the Monitor may prepare and file reports and other documents with the Court containing references to the transactions contemplated by this Agreement and the terms of such transactions; and

(b) the Companies, the Purchaser and their respective professional advisors may prepare and file such motions, affidavits, materials, reports and other documents with the Court containing references to the transactions contemplated by this Agreement and the terms of such transactions as may reasonably be necessary to complete the transactions contemplated by this Agreement or to comply with their obligations in connection therewith.

14.09 Survival

None of the representations, warranties and covenants of any of the Parties set forth in this Agreement or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the transactions contemplated hereby shall survive the Closing. Notwithstanding the foregoing, the following covenants shall survive Closing and remain in full force and effect: Article II, Article III, Article XII, and Article XIV.

14.10 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, security holder, Affiliate, agent, lawyer or representative of the respective Parties, in such capacity, shall have any liability for any obligations or liabilities of the Purchaser or the Companies, as applicable, under this Agreement, or for any Claims based on, in respect of or by reason of the transactions contemplated hereby.

14.11 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of each of the other Parties, except that the Purchaser may assign this Agreement or any or all of its rights and obligations hereunder to one or more of its Affiliates or nominee(s), provided that no such assignment or direction shall relieve the Purchaser of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

14.12 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties, their Affiliates and their respective successors and permitted assigns, including for greater certainty, ResidualCo. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any other Person not a Party to this Agreement.

14.13 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (a) the date of personal delivery; (b) the date of transmission by email, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); (c) two (2) days after deposit with a nationally-recognized courier or overnight service; or (d) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

<u>If to Purchaser at:</u>

2208318 Alberta Ltd.
Attention: Travis McIntyre
Email: sspipelinetravis@hotmail.com

With a copy to:

MLT Aikins LLP
2100 222 3 Ave SW
Calgary, AB T2P 0B4

Attention: Chris Nyberg
Email: cnyberg@mltaikins.com

<u>If to the Companies at:</u>

Thornton Grout Finnigan LLP
Toronto-Dominion Centre
Suite 3200, 100 Wellington Street West
Toronto, ON M5K 1K7

Attention: Mitch Grossell
Derek Harland
Andrew Nesbitt

Email: mgrossell@tgf.ca
dharland@tgf.ca
anesbitt@tgf.ca

With a copy to the Monitor:

FTI Consulting Canada Inc.
TD South Tower
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Jeffrey Rosenberg
Kamran Hamidi

Email: Jeffrey.Rosenberg@fticonsulting.com
kamran.hamidi@fticonsulting.com

With a copy to:

Fasken Martineau DeMoulin LLP
First Canadian Centre
350 7th Avenue SW
Calgary, AB T2P 3N9

Attention: Jessica Cameron
Dylan Chochla

Email: jcameron@fasken.com
dchochla@fasken.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

14.14 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, an executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation that all such funds have been received. Upon such confirmation being given, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

14.15 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA or any Order of the Court in the CCAA Proceeding, the Companies and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Applicants and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever as Monitor.

14.16 Counterparts; Electronic Signatures

This Agreement may be signed in counterparts and each counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement may be made by electronic signature which, for all purposes, shall be deemed to be an original signature.

[Signature pages to follow]

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

CANADABIS CAPITAL INC.

By: Signed by: 9716539960974DA...
Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

STIGMA PHARMACEUTICALS INC.

By: Signed by: 9716539960974DA...
Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

1998643 ALBERTA LTD.

By: Signed by: 9716539960974DA...
Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

FULL SPECTRUM LABS LTD.

By: Signed by: 9716539960974DA...
Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

2103157 ALBERTA LTD.

Signed by:

By: ______________________________

9716539960974DA...

Name: Jeffrey Holmgren
Title: Authorized Signatory

I have the authority to bind the corporation.

2208318 ALBERTA LTD.

DocuSigned by:

By: ______________________________

1B4DF5CBF413489...

Name: Travis McIntyre
Title: Authorized Signatory

Schedule 1.01(xx)
Permitted Encumbrances

For greater certainty, only the following are Permitted Encumbrances:

PERSONAL PROPERTY REGISTRATIONS

1998643 ALBERTA LTD.

Secured Party	*Registration Number*
CONNECT FIRST CREDIT UNION LTD.	21070707449
2208318 ALBERTA LTD.	25032515948

2103157 ALBERTA LTD.

Secured Party	*Registration Number*
CONNECT FIRST CREDIT UNION LTD.	21070707067

CANADABIS CAPITAL INC.

Secured Party	*Registration Number*
CONNECT FIRST CREDIT UNION LTD.	21070707100
CONNECT FIRST CREDIT UNION LTD.	21071328733

FULL SPECTRUM LABS LTD.

Secured Party	*Registration Number*
CONNECT FIRST CREDIT UNION LTD.	21070707235

STIGMA PHARMACEUTICALS INC.

Secured Party	*Registration Number*
CONNECT FIRST CREDIT UNION LTD.	21070707502

LAND TITLES REGISTRATIONS

Owner: 1998643 Alberta Ltd.
Title: 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

Registration Number	*Particulars*	*Registrant*
082 054 092	CAVEAT: UTILITY RIGHT OF WAY	RED DEER COUNTY.
082 054 093	CAVEAT: UTILITY RIGHT OF WAY	RED DEER COUNTY
082 054 094	CAVEAT: UTILITY RIGHT OF WAY	RED DEER COUNTY.
182 313 411	CAVEAT RE : AGREEMENT CHARGING LAND	FORTISALBERTA INC.
212 201 497	MORTGAGE	CONNECT FIRST CREDIT UNION LTD.
212 201 498	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES	CONNECT FIRST CREDIT UNION LTD.
212 201 499	POSTPONEMENT	CONNECT FIRST CREDIT UNION LTD.

252 141 021	MORTGAGE MORTGAGEE - 2208318 ALBERTA LTD.	2208318 ALBERTA LTD.

Owner: 2103157 ALBERTA LTD.
Title: 192 045 918
LEGAL DESCRIPTION
PLAN 1421970
BLOCK 8
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

Registration Number	*Particulars*	*Registrant*
912 313 091	UTILITY RIGHT OF WAY	CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
132 289 573	CAVEAT: UTILITY RIGHT OF WAY	FORTISALBERTA INC.
142 071 020	CAVEAT: UTILITY RIGHT OF WAY	FORTISALBERTA INC.
142 115 823	EASEMENT	MRMA COMMERCIAL REAL ESTATE HOLDINGS LTD.
212 201 519	MORTGAGE	CONNECT FIRST CREDIT UNION LTD.
212 201 520	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES	CONNECT FIRST CREDIT UNION LTD.

Schedule 1.01(xxx)
Form of Vesting Order

(Attached)

Schedule 2.03
Excluded Assets

The assets set out in Section 2.03.

Schedule 2.03(a)(i)
Excluded Contracts

The following contracts are Excluded Contracts and are not being assumed by the Purchaser:

- Ford Credit Retail Installment Contract between Ford Credit Canada Company and 199 dated March 25, 2025 regarding a 2025 Ford F350 Superduty Serial No. 1FT8W3BM1SEC15380 and all related documents, instruments and other agreements.

- Conditional Sales Contract between Royal Bank of Canada, 199 and MB Country Hills Ltd. dated February 16, 2023 regarding 2018 Mercedes Benz G63 AMG Serial No. 4JGDF7FE2JB120590 and Application No. 73338357 and all related documents, instruments and other agreements.

- All lease contracts between 199, Zone 3 Business Solutions Inc. and RCAP Leasing (as applicable) and all related documents, schedules, instruments and other agreements, including without limitation Lease Contract 69296

- Master Lease Agreement 2022-0301 dated October 25, 2022 between NFS Leasing Canada Ltd. and 199, the deferral agreement dated August 19, 2025 and all related documents, schedules, instruments and other agreements, including without limitation the Security Agreement dated March 22, 2023

- Lease Agreement between NFS Leasing Canada Ltd., 199 and Korber Technologies GmbH (as applicable) dated March 22, 2023 and all related documents, schedules, instruments and other agreements

Schedule 2.03(a)(i)
Retained Assets

The following are Retained Assets:

- All cash on Closing other than the Administrative Expense Reserve
- 2025 Ford F350 Superduty Serial No. 1FT8W3BM1SEC15380
- 2018 Mercedes Benz G63 AMG Serial No. 4JGDF7FE2JB120590
- Production Line 4, CANTOS no. 4
- All photocopier equipment, including without limitation. All Epson New TM-C7500Gs, Serial Nos. WBWF004467 and WBWF004468

Schedule 2.04
Retained Liabilities

The liabilities set out in Section 2.04.

Schedule 2.05
Excluded Liabilities

All liabilities of the Applicants other than the Retained Liabilities. Without limiting the foregoing, and on a non-exhaustive basis, the following are specific Excluded Liabilities that are channelled to and assumed by ResidualCo and are not retained by the Applicants:

1. all pre-filing cannabis excise duty owing to the Canada Revenue Agency together with all related interest and penalties;

2. all indebtedness and claims in respect of the Applicants' convertible debentures (principal, accrued interest and related claims);

3. all Tax obligations (income, GST/HST, payroll, withholding, sales and property Taxes) and all related interest and penalties arising or attributable to a period on or prior to the Filing Date;

4. all trade payables, accounts payable and unsecured claims arising on or prior to the Filing Date;

5. all litigation, actions, proceedings and contingent or unliquidated claims arising from facts, acts or omissions on or prior to the Filing Date (whether known or unknown);

6. all obligations under Excluded Contracts and any cure costs associated therewith;

7. all Equity Interests other than as stated herein and shareholder/debentureholder claims;

8. all liabilities relating to the Excluded Assets and to Terminated Employees (other than as stated herein);

9. all Runway Indebtedness;

10. [redacted]; and

11. All amounts, if any, owing to FortisAberta Inc.or any assigns or successors

Schedule 5.01(c)
Implementation Steps

1. At least three (3) Business Days prior to the Closing Date, CanadaBis shall form ResidualCo in accordance with the terms contained herein, in form satisfactory to Purchaser, acting reasonably, and no such entity shall be a flow through entity for Canadian or U.S. tax purposes unless approved by Purchaser.

2. On the Closing Date, all employees deemed to be Terminated Employees pursuant to Section 9.09(c) will be terminated by the applicable Company, and all Employee Priority Claims shall be calculated to include such Terminated Employees and if not paid at the time of such termination by the applicable Company, shall be included in the calculation of the Priority Payments required to be paid by the Companies at Closing.

3. On the Closing Date, the Priority Payments shall be paid and satisfied from the funds on hand of the Applicants (and if required, the Deposit) in accordance with the Vesting Order and Section 3.05 hereof.

4. At the Closing Time, the Closing shall take place in the following sequence:

   (a) Payment of Purchase Price: The Purchaser shall satisfy the Purchase Price in accordance with Section 3.02.

   (b) Reverse Vesting: The Applicants shall be deemed to transfer to, and vest in, ResidualCo the Excluded Assets and the Excluded Liabilities, in accordance with the Vesting Order and Sections 4.01 and 4.02 of this Agreement.

   (c) Vesting: The Applicants shall be deemed to transfer to, and vest in, the Purchaser or its permitted assigns the Vested Assets, in accordance with the Vesting Order and Section 4.03 of this Agreement.

   (d) Issuance of New Common Shares and Treatment of Existing Shares. The issuance of New Common Shares, the Consolidation and Cancellation, and the extinguishing of any and all existing Equity Interests of the Companies (other than the Post-Consolidation Shares) shall each take place in the order and manner set forth in Article 2 and in accordance with the Vesting Order.

   (e) Encumbrances. All Encumbrances (other than the Permitted Encumbrances) shall be discharged as against the Applicants, the Retained Assets and Vested Assets pursuant to the Vesting Order.

   (f) Discharge. The Applicants shall cease to be applicants in the CCAA Proceeding.

Schedule 10.02
Pre-Closing Reorganization

[**NTD: Purchaser to update.**]

Schedule 11.01(c)
Transaction Regulatory Approvals to be Obtained Prior to the Closing Time

1) Any approval required prior to closing of the Transactions under Alberta Cannabis Laws. For the purposes hereof "Alberta Cannabis Laws" shall mean the *Alberta Gaming. Liquor and Cannabis Act,* R.S.A. 2000, c. G-1, as amended, the *Alberta Gaming. Liquor and Cannabis Regulation,* Alta. Reg. 143/996, as amended*,* the *Cannabis Act*, S.C. 2018, c. 16 (Canada), and any other applicable governing legislation and the regulations thereunder, and standards established pursuant thereto, all as may be amended, supplemented or replaced from time to time and those which regulate the use, licensing, sale or distribution of Cannabis (in various forms), cannabinoid product, accessory or paraphernalia commonly associated with Cannabis and/or related cannabinoid products.

APPENDIX "C"

CanadaBis Group
Fee Summary of the Monitor - FTI Consulting Canada Inc.
From March 23, 2026 to August 16, 2026

					a	b	c	d = a + b + c		
	Invoice No.	**Period Start**	**Period End**	**Invoice Date**	**Total Fees ($)**	**Expenses ($)**	**HST ($)**	**Total Fees, Expenses, and HST ($)**	**Hours Billed**	**Average Billed Rate ($)**
1	102900003570	March 23, 2026	March 31, 2026	4/13/2026	40,200.00	-	2,010.00	42,210.00	51.80	776.06
2	102900003592	April 1, 2026	April 14, 2026	4/15/2026	95,137.50	-	4,756.88	99,894.38	109.50	868.84
3	102900003682	April 15, 2026	April 30, 2026	5/11/2026	82,552.50	2,803.78	4,267.81	89,624.09	98.90	834.71
4	102900003806	May 1, 2026	May 31, 2026	6/12/2026	46,450.50	-	2,322.53	48,773.03	50.00	929.01
5	102900003910	June 1, 2026	June 30, 2026	7/13/2026	136,962.00	6,601.42	7,178.17	150,741.59	154.00	889.36
6	102900004000	July 1, 2026	July 31, 2026	8/10/2026	124,585.50	437.20	6,251.14	131,273.84	136.00	916.07
7	102900004022	August 1, 2026	August 16, 2026	8/18/2026	36,485.50	-	1,824.28	38,309.78	36.10	1,010.68
	Total				**562,373.50**	**9,842.40**	**28,610.81**	**600,826.71**	**636.30**	**883.82**

CanadaBis Group
Fee Summary of the Monitor - FTI Consulting Canada Inc.
From March 23, 2026 to August 16, 2026

Name	Title	Average Hourly Rate	Hours	Total Billed
Dean Mullett	Senior Managing Director	1,325	21.60	28,620.00
Jeffrey Rosenberg	Senior Managing Director	1,325	45.20	59,890.00
Kamran Hamidi	Senior Managing Director	1,130	169.70	191,761.00
Richard Kim	Managing Director	1,095	71.70	78,511.50
Carter Wood	Director[1]	782	55.80	43,656.00
Cameron Graham	Senior Consultant	700	102.00	71,400.00
Jennifer Ye	Consultant	520	170.00	88,400.00
Joshua Gelman	Consultant	450	0.30	135.00
Grand Total			**636.30**	**562,373.50**

[1] Prior to April 1, 2026, Carter Wood held the role of Senior Consultant.

Average Hourly Rate **$ 884**

APPENDIX "D"

CanadaBis Group
Fee Summary of the Monitor's Counsel - Fasken Martineau DuMoulin LLP
From March 27, 2026 to August 16, 2026

					a	b	c	d = a + b + c		
	Invoice No.	**Period Start**	**Period End**	**Invoice Date**	**Total Fees ($)**	**Expenses ($)**	**HST ($)**	**Total Fees, Expenses, and HST ($)**	**Hours Billed**	**Average Billed Rate ($)**
1	2265325	March 27, 2026	April 14, 2026	4/15/2026	37,807.50	-	4,914.98	42,722.48	43.20	875.17
2	2275016	April 15, 2026	April 30, 2026	5/1/2026	40,620.50	709.46	5,337.18	46,667.14	49.60	818.96
3	2286972	May 1, 2026	May 31, 2026	6/2/2026	26,418.50	201.76	3,441.32	30,061.58	33.00	800.56
4	2299281	June 1, 2026	June 30, 2026	7/3/2026	32,042.50	103.56	4,170.50	36,316.56	36.80	870.72
5	2315207	July 1, 2026	August 16, 2026	8/17/2026	47,528.00	6.39	6,179.47	53,713.86	54.20	876.90
	Total				**184,417.00**	**1,021.17**	**24,043.45**	**209,481.62**	**216.80**	**850.63**

CanadaBis Group
Fee Summary of the Monitor's Counsel - Fasken Martineau DuMoulin LLP
From March 27, 2026 to August 16, 2026

Name	Title	Average Hourly Rate	Hours	Total Billed
Stuart Brotman	Partner	1,545	0.30	463.50
Daniel Fuke	Partner	1,370	3.80	5,206.00
Dylan Chochla	Partner	1,230	48.70	59,901.00
Andrew Burt	Partner	800	11.00	8,800.00
Jessica Cameron	Partner	800	85.40	68,320.00
Katherine Rubin	Counsel	750	2.40	1,800.00
Christina Piccinin	Associate	710	18.00	12,780.00
Julia (Yun Ji) Chung	Associate	710	1.30	923.00
Tiffany Bennett	Associate	640	9.40	6,016.00
Gabriel Lam	Associate	625	3.10	1,937.50
Kaitlyn Wong	Associate	575	11.70	6,727.50
Maddie Pugh	Associate	550	16.50	9,075.00
Skylar Caldwell	Associate	550	3.50	1,925.00
Sabiha Meghji	Student	425	0.90	382.50
Wenna Jumawid	Corporate Services	200	0.30	60.00
Kelly, Shawna	Paralegal / Law Clerks	200	0.50	100.00
Grand Total			**216.80**	**184,417.00**

Average Hourly Rate **$ 851**