



COURT FILE NUMBER 2603 08058
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON

MSW

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
NOBLE GROWTH ALBERTA LIMITED PARTNERSHIP AND NOBLE GROWTH CORP.

APPLICANTS NOBLE GROWTH ALBERTA LIMITED PARTNERSHIP
AND NOBLE GROWTH CORP.

DOCUMENT **ORIGINATING APPLICATION FOR INITIAL ORDER**

CONTACT INFORMATION OF PARTY **Sharek Logan & van Leenen LLP, Barristers & Solicitors**
FILING THIS DOCUMENT: 2100 Rice Howard Place Tower 1
10060 Jasper Avenue NW
Edmonton, Alberta, Canada, T5J 3R8
Solicitors: David Archibold / Justin Williams
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File Number: MAT23344/DA

NOTICE TO RESPONDENTS: See attached service list at Schedule "A"

This application is made against you. You are a respondent. You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date: **April 14, 2026**
Time: **3:00 PM**
Where: **Edmonton Law Courts, via Webex**
Before Whom: **The Honourable Justice Mah**

Go to the end of this document to see what else you can do and when you must do it.

REMEDY CLAIMED OR SOUGHT:

1. The Applicants, Noble Growth Corp. (“**Noble**”) and Noble Growth Alberta Limited Partnership (“**Noble LP**” and collectively with Noble, the “**Applicants**” or the “**Noble Group**”), seek an initial order (the “**Initial Order**”) and related relief under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”), substantially in the form attached hereto as **Schedule “B”**, granting the following:
 - a. abridging the time for service of this application and materials filed in support thereof, dispensing with further service, and declaring this application properly returnable on April 14, 2026;
 - b. declaring that Noble is a party to which the CCAA applies and extending the benefits of the CCAA to the Noble Group;
 - c. appointing Ernst & Young Inc. (“**EY**” or the “**Proposed Monitor**”) as CCAA monitor of the Applicants, and directing and authorizing the Proposed Monitor to, *inter alia*, monitor the assets, business, and affairs of the Applicants (once appointed in such capacity, the “**Monitor**”);
 - d. staying, for an initial period of ten (10) days, all proceedings and remedies taken or that may be or could be taken in respect of the Applicants, the Monitor, Noble’s Directors and Officers (as defined below), or affecting the Applicants’ business or the Property (as defined below), except as otherwise set forth in the Initial Order or as otherwise permitted by law (the “**Stay of Proceedings**”);
 - e. approving the Applicants’ ability to borrow under a debtor-in-possession facility (the “**DIP Facility**”) to finance the Applicant’s working capital requirements and other general corporate purposes, post-filing expenses, certain expenses in bringing this Application, and costs;
 - f. granting a Court ordered charge (the “**DIP Lender’s Charge**”) in favour of Freedom Cannabis Inc. in its capacity as debtor-in-possession financing lender (the “**DIP Lender**”) to secure all obligations outstanding under the DIP Loan;
 - g. granting limited priority charges (collectively, the “**Charges**”) over the Applicants’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the “**Property**”):
 - i. the Administration Charge (as defined below) in favour of the Monitor, counsel to the Monitor, counsel to the Applicants;
 - ii. the Directors’ Charge (as defined below) in favour of the Directors and Officers; and
 - iii. the DIP Lender’s Charge.

- h. authorizing the Applicants to (i) make payment to certain critical suppliers of the Applicants for pre-filing expenses, or to (ii) honour cheques issued to providers of goods and services prior to the Initial Order, with the consent of the Monitor, and in accordance with the terms of the Cash Flow Forecast (as defined below) which in the opinion of the Monitor are necessary to maintain the Applicants' ongoing operations and to preserve value during the CCAA proceedings;
- i. ordering that the status quo in respect of Noble LP's Health Canada Licenses (as defined below), Cannabis License, and Excise License (as defined below) shall be preserved and maintained during the Stay of Proceedings and to the extent that the term of any of the Licenses (as defined below) may expire during the Stay of Proceedings, and extensions thereof, the term of such Licenses shall be deemed to be extended by a period equal to the Stay of Proceedings; and
- j. authorizing the Applicants to continue using the Cash Management System (as defined below).

GROUND FOR MAKING THIS APPLICATION:

- 2. The Noble Group brings this Application on an urgent basis for protection under the CCAA as a result of defaults under certain material agreements including secured loans, lease obligations, and obligations to the Canada Revenue Agency ("**CRA**"). The Noble Group is in urgent need of protection in order to preserve the value associated with the Noble Group's operating as a going-concern.
- 3. Further, Noble LP is facing an immediate risk of the CRA cancelling or not renewing the Excise License (as defined below) which will almost certainly result in the immediate cessation of the operations of the Noble Group, a disorderly liquidation of the Property to the detriment of all stakeholders, and an erosion of value.
- 4. The Noble Group is insolvent on a cash flow and balance sheet basis. Further, it faces a liquidity crisis and are in urgent need of relief under the CCAA.

Background and Parties

- 5. Noble is a federally incorporate and extra-provincially registered privately owned licensed producer of cannabis products. Noble has been operating in the cannabis sector since 2018 and is the general partner of Noble LP.
- 6. Noble LP holds cannabis licenses (the "**Cannabis License**") under the *Cannabis Act*, S.C. 2018, c. 16 (the "**Cannabis Act**"), an excise license (the "**Excise License**") issued by CRA under the *Excise Act*, 2001, SC 2002, c 22 ("**Excise Act**"), and Health Canada licenses (the "**Health Canada License**" and collectively with the Cannabis License and the Excise License, the "**Licenses**") issued by Health Canada.
- 7. The operations of the Noble Group are carried on through Noble LP by Noble as its sole general partner.

8. The Noble Group's head office and licensed manufacturing facility are located in Drayton Valley, Alberta (the "**Facility**"). Throughout the Facility, Noble employs approximately 30 people. These employees are a mix of hourly and salary employees, all being paid bi-weekly. The average bi-weekly payroll obligations of the Noble Group are \$50,000.00.
9. The Noble Group, under the Licenses held by Noble LP, offers products to the legal cannabis market in Canada and offers products to the medical cannabis markets internationally. Noble currently has several export agreements with international buyers of its products, particularly in emerging markets like Turkey.
10. Throughout recent years, the Noble Group has suffered significant financial loss as a result of a variety of factors, which generally include:
 - a. the cannabis industry is highly regulated, rapidly changing, and the market is heavily saturated;
 - b. a complex and administrative-heavy regulatory and licensing regime has caused significant uncertainty in the industry space;
 - c. an increased taxation burden from excise duties, which must be remitted in advance of collection of related receivable;
 - d. the challenging conditions in the cannabis industry are further compounded by competition with the illicit cannabis market; and
 - e. industry challenges have negatively affected the ability of cannabis companies to obtain investment or financing for operations and capital expenditures.

Liabilities & Secured Debts

11. Scott Huska, personally and through various corporations owned and controlled by him, in whole or in part, make up the majority of the Noble Group's secured debts. Combined, these entities each hold valid security pursuant to general security agreements registered in the Personal Property Registry and are owed, collectively, \$9,501,888.77
12. In addition, Noble LP has indebtedness owing to debenture holders and unsecured loans in the approximate amount of \$969,436.36, unpaid trade creditors totalling approximately \$802,057.09, indebtedness of \$680,571.23 million owing the builder for tenant improvements at the Facility, and \$1.791 million in rental arrears (included in the secured creditors listing).

Crown Obligations

13. The Noble Group owes approximately \$880,523.58 to CRA in respect of outstanding source deductions as of April 2, 2026.
14. The Noble Group owes approximately \$46,360.20 to CRA in respect of Health Canada licencing fee arrears as of April 2, 2026

15. As of April 2, 2026, the Noble Group had excise duty liabilities of approximately \$140,390.21 (the “**Excise Tax Arrears**”).
16. Noble’s Excise License expires on April 23, 2026. Unless this license is renewed, the Noble Group will be unable to operate its business and, to the detriment of its stakeholders, will be forced into an immediate and disorderly liquidation.

Conclusion and Necessity of CCAA Relief

17. The Noble Group is experiencing a liquidity crisis. Payments towards the arrears with CRA are contributing to the substantial pressure on the Noble Group’s cash flows as the Noble Group does not generate sufficient revenue to pay the Excise Tax Arrears, source deductions and other arrears in full while maintain its other debts and meeting operational financing needs.
18. The Noble Group requires the stability of the stay of proceedings and access to interim financing to maximize value for its stakeholders through a sale and investment solicitation process.
19. The Noble Group relies on:
 - a. The grounds set out in the Affidavit of Scott Huska, sworn April 2, 2026;
 - b. The provisions of the CCAA and the equitable jurisdiction of this Court; and
 - c. Such further and other grounds as counsel for the Applicants may advise and this Honourable Court may permit.

MATERIAL OR EVIDENCE TO BE RELIED UPON;

20. The Affidavit of Scott Huska sworn April 2, 2026, filed herewith;
21. The Brief of Law and Book of Authorities of the Applicants, filed herewith;
22. The Pre-Filing Report of the Proposed Monitor, Ernst & Young Inc., to be filed;
23. The consent of Ernst & Young Inc. to act as Monitor to the Applicants, filed herewith; and
24. Such further and other materials as counsel for the Proposed Monitor or the Applicants as may advise and this Honourable Court may permit.

APPLICABLE RULES:

25. Part 6, Division 1 of the *Alberta Rules of Court*, Alta Reg 124/2010.

APPLICABLE ACTS AND REGULATIONS:

26. The *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36; and

27. Such further and other Acts or regulations as counsel may advise and this Honourable Court may permit.

ANY IRREGULARITY COMPLAINED OF OR OBJECTION TO BE RELIED ON:

28. None.

HOW THE APPLICATION IS PROPOSED TO BE HEARD OR CONSIDERED:

29. In Commercial Chambers by videoconference before the Honourable Justice Mah, pursuant to the details enclosed hereto at **Schedule "C"**.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A" – SERVICE LIST

SERVICE LIST

Creditors	
<p>1629323 Alberta Ltd. c/o Registered Address 2800, 10060 Jasper Ave Edmonton, AB T5J3V9 Via Courier</p>	<p>Ample Organics Inc c/o Registered Address 452-455 Danforth Ave Toronto, ON M4K1P1 Via Courier</p>
<p>Camdon Construction Ltd. c/o Registered Address 600, 4911-51 St Red Deer, AB T4N6V4 Via Courier</p>	<p>2160582 Alberta Ltd. (Sameh El Assaly) c/o Registered Address 2325 Lemieux Place NW Edmonton, AB T6R 0C3 Via Courier</p>
<p>Canadian Cannabis Exchange Ltd. c/o Registered Address 305-1170 Kensington Cr NW Calgary, AB T2N1X6 Via Courier</p>	<p>Direct Energy Business Services Limited c/o Head Office 333 Bay Street, Suite 400 Toronto, ON M5H2R2 Via Courier</p>
<p>ESO Ventures Inc. c/o Registered Address 100, 17420 Stony Plain Road NW Edmonton, AB T5S1K6 Via Courier</p>	<p>GS1 Canada c/o Registered Office 1500 Don Mills Rd, Suite 800 Toronto, ON M3B3K4 Via Courier</p>
<p>Gregg Distributors LP c/o Registered Address 600-12220 Stony Plain Rd NW Edmonton, AB T5N3Y4 Via Courier</p>	<p>GrowHaus Supply Co. Inc c/o Registered Address 1835 Green Meadow Dr Burlington, ON L7P2Y7 Via Courier</p>
<p>High North Laboratories Inc c/o Registered Address 241 Hanlan Rd, Unit 7 Woodbridge, ON L4L 3R7 Via Courier</p>	<p>Health Canada Controlled Substances and Cannabis Branch 150 Tunney's Pasture Driveway Ottawa, ON K1A 0K9 Via Courier</p>
<p>Independent Retail Cannabis Collective Inc. c/o Registered Office 1600-925 West Georgia St Vancouver, BC V6C3L2 Via Courier</p>	<p>Kanalink Ltd. c/o Registered Address 29 Division Street Hamilton, ON L8H4Z7 Via Courier</p>
<p>Marigold Marketing & PR Inc. c/o Registered Address 79 Rayne Avenue Oakville, ON L6H1C1 Attention: Kathryn Pringle Via Courier</p>	<p>Linde Canada Inc c/o Head Office Address 500-5015 Spectrum Way MISSISSAUGA, ON L4W0E4 Via Courier</p>

<p>Purolator Inc c/o Head Office Address 2727 Meadowpine Blvd, 4th fl, reception Mississauga, ON L5N0E1 Via Courier</p>	<p>MCL Managed Ltd. c/o Declarant 2nd Fl, 3851 Roper Rd NW Edmonton, AB T6B3S5 Via Courier</p>
<p>Elite Automation & Technical Services Ltd. c/o Registered Address P.O. Box 7413 Drayton Valley, AB T7A 1S6 Via Registered Mail</p>	<p>PlantLife Cannabis c/o Declarant 1112 95 Street NW Edmonton, AB T6X0A7 Via Courier</p>
<p>Twin West Ventures Inc. c/o Registered Address 2800, 10060 Jasper Ave Edmonton, AB T5J3V9 Via Courier</p>	<p>Sterigenics c/o Declarant 447 March Rd Ottawa, ON K2K1X8 Via Courier</p>
<p>Dajeb Ventures Ltd. (David Mitchell) c/o Registered Address 4504 Mitchell Drive Drayton Valley, AB T7A 1V1 Via Courier</p>	<p>Town of Drayton Valley 5030 48 St Drayton Valley, AB T7A 1E1 Via Courier</p>
<p>TransAlta Energy Marketing Corp. c/o Head Office Address 1400, 1100 1 St SE Calgary, AB T2G1B1 Via Courier</p>	<p>UniFirst Canada Ltd. c/o Head Office Address 3400 350-7th Ave SW Calgary, AB T2P 3N9 Via Courier</p>
<p>Wildman Pharmakon Inc. c/o Registered Address 2660 Chokecherry Lane SW Edmonton, AB T6X2J8 Via Courier</p>	<p>Uline c/o Head Office Address 1959 Upper Water St, Suite 800 Halifax, NS, B3J2X2 Via Courier</p>
<p>FGH Capital Investing Ltd c/o Registered Office 2800, 10060 Jasper Ave Edmonton, AB T5J3V9 Via Courier</p>	<p>Aspen Waste Management Facility 49226 56 Street Drayton Valley, AB T7A0B1 Via Courier</p>
<p>IHD Energy Services Ltd. c/o Registered Office 2800, 10060 Jasper Ave Edmonton, AB T5J3V9 Via Courier</p>	<p>Poole, Dakota c/o Registered Address 15, 3350 Watt Road Kelowna BC, V1W 3C8 Via Courier</p>

<p>ESO Ventures Inc c/o Registered Address 100, 17420 Stony Plain Rd NW Edmonton, AB T5S1K6 Via Courier</p>	<p>Cantourage c/o Registered Office Address First Floor, Rear Building Of, 238-240 Bethnal Green Road London, England, E2 0AA Via Courier</p>
<p>1124300 Alberta Ltd. c/o Registered Address 2800, 10060 Jasper Ave Edmonton, AB T5J3V9 Via Courier</p>	<p>Ryal & Co. Inc. c/o Registered Office 2800, 10060 Jasper Ave Edmonton, AB T5J3V9 Via Courier</p>
<p>Poole, Nicholas c/o Registered Address 10311 138 Street NW Edmonton, AB T5N 2J2 Via Courier</p>	<p>950940 Alberta Ltd c/o Registered Office 2800, 10060 Jasper Ave Edmonton, AB T5J3V9 Via Courier</p>
<p>Ironclad Trucking Ltd. c/o Registered Address 2800, 10060 Jasper Avenue Edmonton, AB T5J3V9 Via Courier</p>	<p>Control Union c/o Control Union Certifications Main Office P.O. Box 161 8000 Zwolle, Netherlands Via Registered Mail</p>
<p>Leven Therapeutics Inc. c/o Registered Address 2051 Ghent Ave Burlington, ON L7R1Y4 Via Courier</p>	<p>Segra Biogenesis Corp c/o Registered Address #704-595 Howe Street, Box 35 Vancouver, BC V6C2T5 Via Courier</p>
<p>Meghan Phan c/o 2161904 Alberta Ltd. 112 River View Way SW Edmonton, AB T6M 2N8 Via Courier</p>	<p>Gavin Delainey 14104 109B Avenue NW Edmonton, AB T5M 2L1 Via Courier</p>
<p>Alex Altobelli 14312 92a Ave Edmonton, AB T5R 5E2 Via Courier</p>	<p>Holly Lebelt 9028 Valleyview Drive Edmonton, AB T5R 5T6 Via Courier</p>
<p>Ryan Altobelli 14312 92a Ave Edmonton, AB T5R 5E2 Via Courier</p>	

Government / Secured Entities	
<p>Ontario Cannabis Retail Corporation 1 Yonge Street, 4th Floor Toronto, ON M5E 1E5 Via Courier</p>	<p>Department of Justice (Canada) 10423 101 Street, 3rd Floor, Epcor Tower Edmonton, Alberta T5H 0E7</p> <p>Praire Regional Office - Edmonton George F. Body / Kasydi Mack</p> <p>Via Courier</p>
<p>Ministry Of Finance (Insolvency Unit) Ministry of the Attorney General Collections Branch – Bankruptcy and Insolvency Unit 6-33 King St West Oshawa, Ontario, L1H 8H5 Via Courier</p>	<p>Health Canada Account Receivable Unit, P/L 1918B 18th Floor, Room 1804B 161 Goldenrod Driveway Ottawa, ON K1A 0K9 Via Courier</p>
<p>Alberta Ministry Of Treasury Board And Finance 9th Floor - 9820 107 Street Edmonton, Alberta T5K 1E7 Via Courier</p>	<p>Alberta Ministry Of Justice Bowker Building 2nd Floor - 9833 109 Street NW Edmonton, AB T5K 2E8 Via Courier</p>
<p>Alberta Gaming, Liquor and Cannabis Commission 50 Corriveau Avenue St. Albert, AB T8N 3T5 Via Courier</p>	<p>Canada Revenue Agency Suite 10, 9700 Jasper Avenue NW Edmonton, AB T5J4C8 Via Courier</p>
<p>Office Of The Superintendent Of Bankruptcy Canada Canada Place Building 9700 Jasper Ave, Suite 725 Edmonton AB T5J 4C3 Via Courier</p>	<p>Servus Credit Union c/o Corporate Headquarters 151 Karl Clark Rd NW Edmonton, AB T6N 1H5 Via Courier</p>

Applicants, Monitor and Counsel	
<p>Sharek Logan & Van Leenen LLP #2100, 10060 Jasper Avenue NW Edmonton, AB T5J 3R8</p> <p>David Archibold Email: darchibold@sharekco.com</p> <p>Justin Williams Email: jwilliams@sharekco.com</p>	<p>MLT Calgary 10235 101 Street NW Edmonton, AB T5J 3E9</p> <p>Chris Nyberg Email: cnyberg@mltaikins.com</p> <p><i>Counsel for EY</i></p>

<p><i>Counsel to the Applicant</i></p>	
<p>Witten LLP Suite 2500, 10303 Jasper Avenue Edmonton, AB T5J 3N6</p> <p>Bren Cargill Email: bcargill@wittenlaw.com <i>Courtesy Copy</i></p>	<p>Ernst & Young Inc. EPCOR Tower, 10423 101 Street, Suite 1400 PO Box 44, Edmonton, AB T 5H0E7</p> <p>Matt McCulloch Email: matt.mcculloch@parthenon.ey.com <i>Monitor</i></p>
<p>Noble Growth Corp 5630 56 St Drayton Valley, AB T7A0B2</p> <p>Fayrell Wheeler Email: fayrell@noblegrowthcorp.com</p> <p>Scott Huska Email: scott@noblegrowthcorp.com</p>	<p>Freedom Cannabis Inc. c/o McLennan Ross</p> <p>ATTN: Charles P. Russell and Kevin Hoy 600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4</p> <p>Charles P. Russell Email: chuck.russell@mross.com</p> <p>Kevin Hoy Email: kevin.hoy@mross.com</p>

SCHEDULE "B" – FORM OF ORDER

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF

EDMONTON

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
NOBLE GROWTH ALBERTA LIMITED PARTNERSHIP AND NOBLE GROWTH CORP.

APPLICANTS

NOBLE GROWTH ALBERTA LIMITED PARTNERSHIP
AND NOBLE GROWTH CANADA CORP.

DOCUMENT

INITIAL ORDER

CONTACT INFORMATION OF PARTY

Sharek Logan & van Leenen LLP, Barristers & Solicitors

FILING THIS DOCUMENT:

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10060 Jasper Avenue NW

Edmonton, Alberta, Canada, T5J 3R8

Solicitors: David Archibold / Justin Williams

Telephone: 780.413.3100

Facsimile: 780.413.3152

Email: darhibold@sharekco.com /

jwilliams@sharekco.com

File Number: MAT23344/DA

DATE ON WHICH ORDER WAS PRONOUNCED:

APRIL 14, 2026

NAME OF JUDGE WHO MADE THIS ORDER:

THE HONOURABLE MR. JUSTICE MAH

LOCATION OF HEARING:

EDMONTON, ALBERTA, CANADA

UPON the application of NOBLE GROWTH ALBERTA LIMITED PARTNERSHIP AND NOBLE GROWTH CANADA CORP. (collectively referred to herein as the “**Applicants**”); **AND UPON** having read the Originating Application, the Affidavit of Scott Huska (the “**Huska Affidavit**”); and the Affidavit of Service of Jessa Shapka, filed herewith; **AND UPON** reading the consent of Ernst & Young Inc. to act as Monitor and the Pre-Filing Report of Ernst & Young Inc. dated ●; **AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein have been provided notice of this application and either do not oppose or alternatively consent to the within Order; **AND UPON** hearing counsel for the Applicants, counsel for the proposed Monitor, counsel for Freedom Cannabis Inc., proposed Interim Lender, and counsel for any other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order and supporting (the “**Order**”) and supporting materials is hereby abridged and deemed good and sufficient, no other person is required to have been served with notice of this application for this Order and supporting materials, and this application is properly returnable today.

APPLICATION

2. The Applicant Noble Growth Canada Corp. is a company to which the *Companies’ Creditors Arrangement Act* of Canada (the “**CCAA**”) applies and the Applicants shall each enjoy the benefits of the protections and authorizations provided under the terms of this Order.

PLAN OF ARRANGEMENT

3. The Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

4. The Applicants shall:

- (a) remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”);
 - (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property;
 - (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and
 - (d) be entitled to continue to utilize the central cash management system currently in place as described in the Huska Affidavit or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.
5. To the extent permitted by law, the Applicants shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:
- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

- (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order; and
 - (c) in accordance with the Cash Flow Forecast, for goods and services actually supplied to the Applicants, including for periods prior to the date of this Order by third party suppliers, up to a maximum aggregate amount of \$125,000, if, in the opinion of the Monitor, the supplier or vendor of such goods or services is critical to the Business and ongoing operations of the Applicants or necessary for the operation or preservation of the Business or the Property.
- 6. Except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
 - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the Applicants following the date of this Order.
- 7. The Applicants shall remit, in accordance with legal requirements, or pay:
 - (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
 - (i) employment insurance,
 - (ii) Canada Pension Plan, and
 - (iv) income taxes,but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
 - (c) any taxes, duties or other payments required under the Cannabis Legislation (as defined below) (collectively, the “**Cannabis Taxes**”), but only where such Cannabis Taxes are accrued or collected after the date of this Order;
 - (d) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Applicants.
8. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicants from time to time for the period commencing from and including the date of this Order (“**Rent**”), but shall not pay any rent in arrears.
9. Except as specifically permitted in this Order, the Applicants is hereby directed, until further order of this Court:
- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of its creditors as of the date of this Order;
 - (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and
 - (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. The Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined in paragraph [33]), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding \$50,000 in any one transaction or \$250,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
- (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor (as defined below) or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deems appropriate, in accordance with section 32 of the CCAA; and
- (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

11. The Applicants shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further order of this Court upon application by the Applicants on at least two (2)

days' notice to such landlord and any such secured creditors. If the Applicants disclaims or resiliates the lease governing such leased premises in accordance with section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

12. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
 - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice; and
 - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

13. Until and including **April 24, 2026**, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**") and each

being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

- (a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;
 - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
 - (c) prevent the filing of any registration to preserve or perfect a security interest;
 - (d) prevent the registration of a claim for lien; or
 - (e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment.
15. Nothing in this Order shall prevent any party from taking an action against the Applicants where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

16. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or

- (b) oral or written agreements or arrangements with the Applicants, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Applicants

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, other than the Interim Lender where applicable, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 15 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date of this Order and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. The Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.
21. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$100,000.00, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 39 herein.
22. Notwithstanding any language in any applicable insurance policy to the contrary:
 - (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
 - (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

APPOINTMENT OF MONITOR

23. Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs and the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
24. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;
- (c) assist the Applicants, to the extent required by the Applicants, in its dissemination to the Interim Lender and its counsel on a monthly basis of financial and other information as agreed to between the Applicants and the Interim Lender which may be used in these proceedings, including reporting on a basis as reasonably required by the Interim Lender;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel on a periodic basis, but not less than monthly or as otherwise agreed to by the Interim Lender;
- (e) advise the Applicants in its development of the Plan and any amendments to the Plan;
- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors', partners', or shareholders' meetings for voting on the Plan;
- (g) assist the Applicants' in communications with their stakeholders, including creditors, limited partners and governmental authorities; have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Applicants or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and

- (j) perform such other duties as are required by this Order or by this Court from time to time.
25. The Monitor shall not take possession of the Property, nor be deemed to take possession or have care and control of the Property, pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing and distribution of cannabis, cannabis products or excise stamps including, without limitation, under the *Cannabis Act* S.C. 2018, c. 16, as amended; the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended; the *Excise Act, 2001*, S.C. 2002, c. 22, as amended; the *Ontario Cannabis Licence Act*, S.O. 2018, c. 12, Sched. 2, as amended; the *Ontario Cannabis Control Act*, S.O. 2017, c. 26, Sched. 1, as amended; the *Ontario Cannabis Retail Corporation Act*, 2017, S.O. 2017, c. 26, as amended; the *British Columbia Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, as amended; the *British Columbia Cannabis Distribution Act*, S.B.C. 2018, c. 28, as amended; 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 Control (Saskatchewan) Act*, S.S. 2018, c. C2.111, as amended; the *Saskatchewan Cannabis Control (Saskatchewan) Regulations*, R.R.S. c. C-2.111 Reg. 1; the *Manitoba The Liquor, Gaming and Cannabis Control Act*, C.C.S.M. c. L153, as amended; the *Manitoba Cannabis Regulation*, M.R. 120/2018, as amended; the *Newfoundland and Labrador Cannabis Control Act*, S.N.L. 2018, c. C-4.1, as amended; the *Newfoundland and Labrador Cannabis Control Regulations*, NLR. Reg. 93/18, as amended; the *Newfoundland and Labrador Cannabis Licensing and Operations Regulations*, NLR. Reg. 94/18, as amended; the *Nova Scotia Cannabis Control Act*, S.N.S. 2018, c 3, as amended; the *Nova Scotia Cannabis Retail Regulations*, NS. Reg. 203/2019; the *Prince Edward Island Cannabis Control Act*, R.S.P.E.I. 1998, c. C-1.2, as amended; the *Prince Edward Island Cannabis Control Regulations*, PEI. Reg. EC575/18, as amended; the *New Brunswick Cannabis Control Act*, S.N.B. 2018, c. 2; the *Yukon Cannabis Control and Regulation Act*, S.Y. 2018, c. 4, as amended; the *Yukon Cannabis Control and Regulation*, YOIC. 2018/139; the *Yukon Cannabis Control and Regulation General Regulation*, YOIC. 2018/184; the *Yukon Cannabis Licensing Regulation*, YOIC. 2019/43; the *Yukon Cannabis Remote Sales Regulation*, YOIC. 2022/29; the *Northwest Territories Cannabis Legalization and Regulation Implementation Act*, S.N.W.T. 2018, c. 6, as amended; or other such applicable federal, provincial, territorial, or other legislation or regulations (collectively, the "**Cannabis Legislation**"), and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by

inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof within the meaning of any Cannabis Legislation or otherwise, and nothing in this Order shall be construed as resulting in the Monitor being an employer or successor employer within the meaning of any statute, regulation or rule of law or equity for any purpose whatsoever. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation or regulation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order be deemed to be in possession of any of the Property within the meaning of any federal or provincial environmental legislation.

26. The Monitor shall provide any creditor of the Applicants and the Interim Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
27. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
28. The Monitor, counsel to the Monitor, and counsel to the Applicants shall be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, whether incurred prior to, on, or

subsequent to the date of this Order, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a monthly basis and, in addition, the Applicants is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, for their work in preparing for and obtaining this Order up to and including the date of this Order.

29. The Monitor and its legal counsel shall pass their accounts from time to time.
30. The Monitor, counsel to the Monitor, if any, and the Applicants' counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$500,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 37 and 39 hereof.

INTERIM FINANCING

31. The Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from Freedom Cannabis Inc. (the "**Interim Lender**") in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed **\$100,000.00** unless permitted by further order of this Court.
32. Such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicants and the Interim Lender dated as of April 1, 2026 (the "**Commitment Letter**"), filed.
33. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to

the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

34. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the “**Interim Lender's Charge**”) on the Property to secure all obligations under the Definitive Documents incurred on or after the date of this Order which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Definitive Documents. The Interim Lender’s Charge shall not secure any obligation existing before this the date this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 37 and 39 hereof.
35. Notwithstanding any other provision of this Order:
- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
 - (b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon 5 days’ notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants, or any one of them, or the Property under or pursuant to the Commitment Letter, Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the Interim Lender to the Applicants against the obligations of the Applicants to the Interim Lender under the Commitment Letter, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment, and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants, or any one of them, and for the appointment of a trustee in bankruptcy of the Applicants, or any one of them; and
 - (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.
36. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy*

and Insolvency Act of Canada (the “**BIA**”), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES

37. The priorities of the Directors' Charge, the Administration Charge and the Interim Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000.00);

Second – Interim Lender's Charge (to a maximum principal sum of \$500,000.00); and

Third – Directors' Charge (to the maximum amount of \$100,000.00); and

38. The filing, registration or perfection of the Directors' Charge, the Administration Charge, the Interim Lender's Charge (collectively, the “**Charges**”) shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
39. Each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.
40. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtains the prior written consent of the Monitor, the Interim Lender, and the beneficiaries of the Directors' Charge and the Administration Charge, or further order of this Court.
41. The Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents, and the Interim Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
- (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Applicants, or any one of them, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, including the Commitment Letter or the Definitive Documents, shall create or be deemed to constitute a new breach by the Applicants, or any one of them, of any Agreement to which it is a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, the Applicants entering into the Commitment Letter, or the execution, delivery or performance of the Definitive Documents; and
 - (iii) the payments made by the Applicants pursuant to this Order, including the Commitment Letter or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

ALLOCATION

42. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Administration Charge, the Interim Lender's Charge, and the Directors' Charge amongst the various assets comprising the Property.

SERVICE AND NOTICE

43. The Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) and Edmonton Journal a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants, or any one of them, of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.
44. The Monitor shall establish a case website in respect of the within proceedings at **www.ey.com/ca/noble** (the "**Monitor's Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Monitor, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
45. The Applicants and the Monitor and their respective counsel are at liberty to serve this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, recorded mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, courier, or recorded mail, on the seventh (7th) day after mailing.
46. Any person that wishes to be served with any Application and other materials in these proceedings must deliver to the Applicants or the Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor.

47. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to an email address provided for such purposes and recorded on the Service List from time to time.

GENERAL

48. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.
49. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
50. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Applicants, or any one of them, the Business or the Property.
51. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.
52. Each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

53. Any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
54. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE "C" – WEBEX HEARING INFORMATION

The above booking is Confirmed

File #(s) : APR142026

Style of Cause: ITMO v. NOBEL GROWTH CORP.

Date/Duration:

Apr 14, 2026 03:00 PM

Total: 60 Minute(s)

Booking Type/List: Commercial

Purpose of Hearing: Commercial Hearing

Counsel: David Arthur Robert Archibold;

Special Requirements:

Requirements: Courtroom Required

Equipment: Video Conferencing

Notes: Virtual Courtroom Link:

Counsel: Please ensure that all relevant parties have received Webex information.

Virtual Courtroom 86 has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom86>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**

5. Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.

For more information relating to Webex protocols and procedures, please visit:

<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

Thank you,