

COURT FILE NUMBER 2603 08058

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 CORP.

DOCUMENT **APPLICATION BY NOBLE GROWTH ALBERTA LIMITED  
PARTNERSHIP AND NOBLE GROWTH CORP.**

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File Number: MAT23344/DA

**NOTICE TO THE RESPONDENT(S): 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.

Date **June 11, 2026**  
Time **2:00 PM**  
Where **Edmonton Law Courts, via Webex**  
Before Whom **The Honourable Justice J. S. Little**

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 Alberta Limited Partnership and Noble Growth Corp. (“**Noble Group**” or the “**Applicants**”) seek two orders under the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the “**CCAA**”):
  - a. an Order (the “**SISP Order**”) substantially in the form attached hereto as Schedule “B”, among other things:
    - i. approving the sale and investment solicitation process (the “**SISP**”) and SISP Procedures;
    - ii. authorizing and approving Hyde Advisory & Investments Inc. to act as the marketing agent pursuant to the SISP (and in such capacity, the “**Sales Agent**”);
    - iii. authorizing the Applicants, the Sales Agent, and the Monitor to immediately commence the SISP; and
    - iv. authorizing and approving the Applicants, Sales Agent, or Monitor to take any and all steps necessary or desirable to implement and carry out the SISP in accordance with the SISP and the SISP Order; and
  - b. An Order (the “**Stay Extension Order**”) substantially in the form attached hereto as Schedule “C”, among other things:
    - i. extending the stay of proceedings established in respect of the Applicants pursuant to the Amended and Restated Initial Order granted April 21, 2026, which expires July 3, 2026 (the “**Stay Period**”), to December 15, 2026 (the “**Extended Stay Period**”).
  - c. Such further and other relief as counsel may advise and this Honourable Court deems just and appropriate.

### Grounds for making this application:

#### Background

2. The Noble Group is a privately owned licensed producer of cannabis products that is in the business of cannabis cultivation, processing, extraction, wholesale distribution, and business to business sales. Noble is the operating entity and general partner of Noble LP, who holds Licenses (as defined in the ARIO) authorizing the production and sale of cannabis by the Noble Group.
3. The Noble Group obtained an Initial Order under the CCAA on April 14, 2026 (the “**Initial Order**”), pursuant to which Ernst & Young Inc. was appointed as Monitor (in such capacity, the “**Monitor**”) and granting an initial 10-day stay period. The Amended and Restated Initial Order (the “**ARIO**”) was granted April 21, 2026, extending the stay of proceedings to July 3, 2026.

### Approval of SISP

4. The SISP is intended to solicit interest in the sale of the Applicants' Business (as defined in the SISP) and/or Property (as defined in the SISP) and Building (as defined in the Initial Order and ARIO) including a potential sale of the business as a going concern.
5. The Noble Group has retained the Sales Agent for the purpose of implementing the SISP, including the delivery of notices and marketing materials, the solicitation, review, and consideration of non-binding letters of intent, the solicitation, review, and consideration of binding offers, and the selection of the Successful Bid (as defined in the SISP) and Back-Up Bid (as defined in the SISP), all to be done with consultation to and input from the Monitor and Noble Group.
6. The key deadlines under the SISP are as follows:

<b>Milestone</b>	<b>Date</b>
Court Approval of the SISP	June 11, 2026
SISP Launch & Teaser Distribution	June 15, 2026
VDR Opening & Template Release	June 17, 2026
Phase I Deadline (Non-Binding LOIs)	July 22, 2026
Selection of Qualified Bidders	July 29, 2026
Phase II Deadline (Binding Offers)	August 28, 2026
Auction (if necessary)	September 4, 2026
Bid Evaluation & Selection	September 4, 2026
Court Approval Hearing	On/by October 1, 2026
30-Day Closing Window (Targeted Outside Date)	October 31, 2026

7. The provisions of the CCAA and the equitable jurisdiction of this Court permit the granting of the SISP Order.
8. The Monitor is supportive of retaining the Sales Agent and implementing the SISP in accordance with its procedures.

### Extension of Stay Period

9. The Applicants require the granting of the Extended Stay Period up to and including December 15, 2026 in order to facilitate the SISP for the benefit of all stakeholders.
10. The cash flow forecast appended to the Second Report of the Monitor evidence that the Applicants have sufficient liquidity during the Extended Stay Period to continue these CCAA proceedings.
11. The purpose of this CCAA proceeding is to stabilize the operations of the Noble Group and provide time for the Noble Group and the Monitor to restructure operations, engage with key creditors and stakeholders, and implement the SISP to maximize the value of the Noble Group for their stakeholders.
12. Since the granting of the Stay Period, the Applicants have expended significant time and effort engaging with interested parties, including entering into several non-disclosure agreements to facilitate access to confidential information for the purpose of completing due diligence in consideration of a potential future transaction.
13. Representatives of the Noble Group have attended industry events at both the national and international level to advise of the availability of the Noble Group for sale and solicit interest in the Noble Group.
14. The Noble Group engaged with and concluded an agreement with the Sales Agent to implement the SISP to the benefit of its stakeholders.
15. The Applicants have acted, and are continuing to act, in good faith and with due diligence in advancing these CCAA proceedings.
16. No creditor will suffer material prejudice as a result of granting the Extended Stay Period.
17. The Monitor supports the extension of the Stay Period sought by the Applicant.
18. Such further and other grounds as counsel may advise and this Honourable Court may permit.

### **Material or evidence to be relied on:**

19. The Affidavit #3 of Scott Huska, sworn May 29, 2026;
20. The Second Report of the Monitor, to be filed.
21. Such further and other materials as counsel may advise and this honourable court may permit.

### **Applicable Acts and regulations:**

22. *Companies Creditors Arrangement Act*, RSC 1985, c. C-36, as amended.
23. *Alberta Rules of Court*, Alta Reg 124/2010.

**Any irregularity complained of or objection relied on:**

24. None.

**How the application is proposed to be heard or considered:**

25. Via Webex before the Honourable Justice Little on the Edmonton Commercial List and as identified in Schedule "D" hereto.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the 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><b>1629323 Alberta Ltd.</b>  <b>c/o Registered Address</b>                      2800, 10060 Jasper Ave                      Edmonton, AB T5J3V9  <b>Via Registered Mail</b></p>	<p><b>Ample Organics Inc</b>  <b>c/o Registered Address</b>                      452-455 Danforth Ave                      Toronto, ON M4K1P1  <b>Via Registered Mail</b></p>
<p><b>Camdon Construction Ltd.</b>  <b>c/o Registered Address</b>                      600, 4911-51 St                      Red Deer, AB T4N6V4  <b>Via Registered Mail</b></p>	
<p><b>Canadian Cannabis Exchange Ltd.</b>  <b>c/o Registered Address</b>                      305-1170 Kensington Cr NW                      Calgary, AB T2N1X6  <b>Via Registered Mail</b></p>	<p><b>Direct Energy Business Services Limited</b>  <b>c/o Head Office</b>                      333 Bay Street, Suite 400                      Toronto, ON M5H2R2  <b>Via Registered Mail</b></p>
<p><b>ESO Ventures Inc.</b>  <b>c/o Registered Address</b>                      100, 17420 Stony Plain Road NW                      Edmonton, AB T5S1K6  <b>Via Registered Mail</b></p>	<p><b>GS1 Canada</b>  <b>c/o Registered Office</b>                      1500 Don Mills Rd, Suite 800                      Toronto, ON M3B3K4  <b>Via Registered Mail</b></p>
<p><b>Gregg Distributors LP</b>  <b>c/o Registered Address</b>                      600-12220 Stony Plain Rd NW                      Edmonton, AB T5N3Y4  <b>Via Registered Mail</b></p>	<p><b>GrowHaus Supply Co. Inc</b>  <b>c/o Registered Address</b>                      1835 Green Meadow Dr                      Burlington, ON L7P2Y7  <b>Via Registered Mail</b></p>
<p><b>High North Laboratories Inc</b>  <b>c/o Registered Address</b>                      241 Hanlan Rd, Unit 7                      Woodbridge, ON L4L 3R7  <b>Via Registered Mail</b></p>	<p><b>Health Canada</b>                      Controlled Substances and Cannabis Branch                      150 Tunney's Pasture Driveway                      Ottawa, ON K1A 0K9  <b>Via Registered Mail</b></p>
<p><b>Independent Retail Cannabis Collective Inc.</b>  <b>c/o Registered Office</b>                      1600-925 West Georgia St                      Vancouver, BC V6C3L2  <b>Via Email</b>  <b>Grant Caton</b>  <a href="mailto:grant@irccollective.com">grant@irccollective.com</a></p>	<p><b>Kanalink Ltd.</b>  <b>c/o Registered Address</b>                      29 Division Street                      Hamilton, ON L8H4Z7  <b>Via Registered Mail</b></p>
<p><b>Marigold Marketing &amp; PR Inc.</b>  <b>c/o Registered Address</b>                      79 Rayne Avenue                      Oakville, ON L6H1C1                      Attention: Kathryn Pringle  <b>Via Registered Mail</b></p>	<p><b>Linde Canada Inc</b>  <b>c/o Head Office Address</b>                      500-5015 Spectrum Way                      MISSISSAUGA, ON L4W0E4  <b>Via Registered Mail</b></p>

<p><b>Purolator Inc</b>  <b>c/o Head Office Address</b>                  2727 Meadowpine Blvd, 4th fl, reception                  Mississauga, ON L5N0E1  <b>Via Registered Mail</b></p>	<p><b>MCL Managed Ltd.</b>  <b>c/o Declarant</b>                  2<sup>nd</sup> Fl, 3851 Roper Rd NW                  Edmonton, AB T6B3S5  <b>Via Registered Mail</b></p>
<p><b>Elite Automation &amp; Technical Services Ltd.</b>  <b>c/o Registered Address</b>                  P.O. Box 7413                  Drayton Valley, AB T7A 1S6  <b>Via Registered Mail</b></p>	<p><b>PlantLife Cannabis</b>  <b>c/o Declarant</b>                  1112 95 Street NW                  Edmonton, AB T6X0A7  <b>Via Registered Mail</b></p>
<p><b>Twin West Ventures Inc.</b>  <b>c/o Registered Address</b>                  2800, 10060 Jasper Ave                  Edmonton, AB T5J3V9  <b>Via Registered Mail</b></p>	<p><b>Sterigenics</b>  <b>c/o Agent for Service</b>  <b>Field LLP</b>                  2500-10175 101 ST NW                  Edmonton, AB T5J 0H3  <b>Attention: Brian Futoransky</b>  <b>Via Email: <a href="mailto:edmanualreturns@fieldlaw.com">edmanualreturns@fieldlaw.com</a></b></p>
<p><b>Dajeb Ventures Ltd. (David Mitchell)</b>  <b>c/o Registered Address</b>                  4504 Mitchell Drive                  Drayton Valley, AB T7A 1V1  <b>Via Registered Mail</b></p>	<p><b>Town of Drayton Valley</b>                  5030 48 St                  Drayton Valley, AB T7A 1E1  <b>Via Registered Mail</b></p>
<p><b>TransAlta Energy Marketing Corp.</b>  <b>c/o Head Office Address</b>                  1400, 1100 1 St SE                  Calgary, AB T2G1B1  <b>Via Registered Mail</b></p>	<p><b>UniFirst Canada Ltd.</b>  <b>c/o Head Office Address</b>                  3400 350-7<sup>th</sup> Ave SW                  Calgary, AB T2P 3N9  <b>Via Registered Mail</b></p>
<p><b>Wildman Pharmakon Inc.</b>  <b>c/o Registered Address</b>                  2660 Chokecherry Lane SW                  Edmonton, AB T6X2J8  <b>Via Registered Mail</b></p>	<p><b>Uline c/o</b>  <b>Bryan &amp; Company LLP</b>                  10180 101 St NW                  Edmonton, AB T5J1V3   <b>Email: <a href="mailto:corporatear@bryanco.com">corporatear@bryanco.com</a></b>  <b>ATTN: Patrick J. Bond</b></p>
<p><b>FGH Capital Investing Ltd</b>  <b>c/o Registered Office</b>                  2800, 10060 Jasper Ave                  Edmonton, AB T5J3V9  <b>Via Registered Mail</b></p>	<p><b>Aspen Waste Management Facility</b>  <b>c/o GFL Environmental Inc. Head Office</b>                  100 New Park Place, Suite 500                  Vaughn, ON L4K 0H9  <b>Via Registered Mail</b></p>
<p><b>IHD Energy Services Ltd.</b>  <b>c/o Registered Office</b>                  2800, 10060 Jasper Ave                  Edmonton, AB T5J3V9  <b>Via Registered Mail</b></p>	<p><b>Poole, Dakota</b>  <b>c/o Registered Address</b>                  15, 3350 Watt Road                  Kelowna BC, V1W 3C8  <b>Via Registered Mail</b></p>

<p><b>ESO Ventures Inc</b>  <b>c/o Registered Address</b>          100, 17420 Stony Plain Rd NW          Edmonton, AB T5S1K6  <b>Via Registered Mail</b></p>	
<p><b>1124300 Alberta Ltd.</b>  <b>c/o Registered Address</b>          2800, 10060 Jasper Ave          Edmonton, AB T5J3V9  <b>Via Registered Mail</b></p>	<p><b>Ryal &amp; Co. Inc.</b>  <b>c/o Registered Office</b>          2800, 10060 Jasper Ave          Edmonton, AB T5J3V9  <b>Via Registered Mail</b></p>
<p><b>Poole, Nicholas</b>  <b>c/o Registered Address</b>          10311 138 Street NW          Edmonton, AB T5N 2J2  <b>Via Registered Mail</b></p>	<p><b>950940 Alberta Ltd</b>  <b>c/o Registered Office</b>          2800, 10060 Jasper Ave          Edmonton, AB T5J3V9  <b>Via Registered Mail</b></p>
<p><b>Ironclad Trucking Ltd.</b>  <b>c/o Registered Address</b>          2800, 10060 Jasper Avenue          Edmonton, AB T5J3V9  <b>Via Registered Mail</b></p>	<p><b>Control Union</b>  <b>c/o Control Union Certifications Main Office</b>          P.O. Box 161          8000 Zwolle, Netherlands  <b>Via Registered Mail</b></p>
<p><b>Leven Therapeutics Inc.</b>  <b>c/o Registered Address</b>          2051 Ghent Ave          Burlington, ON L7R1Y4  <b>Via Registered Mail</b></p>	<p><b>Segra Biogenesis Corp</b>  <b>c/o Registered Address</b>          #704-595 Howe Street, Box 35          Vancouver, BC V6C2T5  <b>Via Registered Mail</b></p>
<p><b>Meghan Phan</b>  <b>c/o 2161904 Alberta Ltd.</b>          112 River View Way SW          Edmonton, AB T6M 2N8  <b>Via Registered Mail</b></p>	<p><b>Gavin Delainey</b>          14104 109B Avenue NW          Edmonton, AB T5M 2L1  <b>Via Registered Mail</b></p>
<p><b>Alex Altobelli</b>          14312 92A Ave          Edmonton, AB T5R 5E2  <b>Via Registered Mail</b></p>	<p><b>Holly Lebelt</b>          14312 92A Ave          Edmonton, AB T5R 5E2  <b>Via Registered Mail</b></p>
<p><b>Ryan Altobelli</b>          14312 92A Ave          Edmonton, AB T5R 5E2  <b>Via Registered Mail</b></p>	<p><b>Servus Credit Union</b>  <b>c/o Corporate Headquarters</b>          151 Karl Clark Rd NW          Edmonton, AB T6N 1H5  <b>Via Registered Mail</b></p>

Government / Security Entities	
<p><b>Ontario Cannabis Retail Corporation</b>                      4100 Yonge Street, 2nd Floor                      Toronto, ON M2P2B5  <b>Via Registered Mail</b></p>	<p><b>Department of Justice (Canada)</b>  <b>Counsel for Canada Revenue Agency</b>                      10423 101 Street, 3rd Floor, Epcor Tower                      Edmonton, Alberta T5H 0E7</p> <p><b>Prairie Regional Office - Edmonton</b>  <b>George F. Body / Kasydi Mack</b></p> <p><b>George Bódy</b>                      Email: <a href="mailto:George.Body@justice.gc.ca">George.Body@justice.gc.ca</a></p> <p><b>Kasydi Mack</b>                      Email: <a href="mailto:Kasydi.Mack@justice.gc.ca">Kasydi.Mack@justice.gc.ca</a></p>
<p><b>Ministry Of Finance (Insolvency Unit)</b>                      Ministry of the Attorney General                      Collections Branch – Bankruptcy and                      Insolvency Unit                      6-33 King St West                      Oshawa, Ontario, L1H 8H5  <b>Via Registered Mail</b></p>	<p><b>Health Canada</b>                      Account Receivable Unit, P/L 1918B                      18th Floor, Room 1804B                      161 Goldenrod Driveway                      Ottawa, ON K1A 0K9  <b>Via Registered Mail</b></p>
<p><b>Alberta Ministry Of Treasury Board And                      Finance</b>                      9th Floor - 9820 107 Street                      Edmonton, Alberta T5K 1E7  <b>Via Registered Mail</b></p>	<p><b>Alberta Ministry Of Justice</b>                      Bowker Building                      2nd Floor - 9833 109 Street NW                      Edmonton, AB T5K 2E8  <b>Via Registered Mail</b></p>
<p><b>Alberta Gaming, Liquor and                      Cannabis Commission</b>                      50 Corriveau Avenue                      St. Albert, AB T8N 3T5  <b>Via Registered Mail</b></p>	
<p><b>Office Of The Superintendent of                      Bankruptcy Canada</b>                      Canada Place Building                      9700 Jasper Ave, Suite 725                      Edmonton AB T5J 4C3  <b>Via Registered Mail</b></p>	

Applicants, Monitor and Counsel	
<p><b>Sharek Logan &amp; Van Leenen LLP</b>                      #2100, 10060 Jasper Avenue NW                      Edmonton, AB T5J 3R8</p> <p><b>David Archibold</b>                      Email: <a href="mailto:darchibold@sharekco.com">darchibold@sharekco.com</a></p>	<p><b>MLT Calgary</b>                      10235 101 Street NW                      Edmonton, AB T5J 3E9</p> <p><b>Chris Nyberg</b>                      Email: <a href="mailto:cnyberg@mltaikins.com">cnyberg@mltaikins.com</a></p>

<p><b>Justin Williams</b> Email: <a href="mailto:jwilliams@sharekco.com">jwilliams@sharekco.com</a></p> <p><i>Counsel to Noble Growth Alberta Limited Partnership and Noble Growth Corp.</i></p>	<p><b>Ryan Zahara</b> Email: <a href="mailto:rzahara@mltaikins.com">rzahara@mltaikins.com</a> <i>Counsel for Ernst &amp; Young Inc. in its capacity as Monitor</i></p>
<p><b>Witten LLP</b> Suite 2500, 10303 Jasper Avenue Edmonton, AB T5J 3N6</p> <p><b>Bren Cargill</b> Email: <a href="mailto:bcargill@wittenlaw.com">bcargill@wittenlaw.com</a> <i>Courtesy Copy</i></p>	<p><b>Ernst &amp; Young Inc.</b> EPCOR Tower, 10423 101 Street, Suite 1400 PO Box 44, Edmonton, AB T 5H0E7</p> <p><b>Matt McCulloch</b> Email: <a href="mailto:matt.mcculloch@parthenon.ey.com">matt.mcculloch@parthenon.ey.com</a> <i>Monitor</i></p>
<p><b>Noble Growth Corp</b> 5630 56 St Drayton Valley, AB T7A0B2</p> <p><b>Fayrell Wheeler</b> Email: <a href="mailto:fayrell@noblegrowthcorp.com">fayrell@noblegrowthcorp.com</a></p> <p><b>Scott Huska</b> Email: <a href="mailto:scott@noblegrowthcorp.com">scott@noblegrowthcorp.com</a></p>	<p><b>Freedom Cannabis Inc.</b> <b>c/o McLennan Ross</b> <b>ATTN: Charles P. Russell and Kevin Hoy</b> <b>600 McLennan Ross Building</b> 12220 Stony Plain Road Edmonton, AB T5N 3Y4</p> <p><b>Charles P. Russell</b> Email: <a href="mailto:chuck.russell@mross.com">chuck.russell@mross.com</a></p> <p><b>Kevin Hoy</b> Email: <a href="mailto:kevin.hoy@mross.com">kevin.hoy@mross.com</a></p>

SCHEDULE "B"

ORDER RE: SISP

COURT FILE NUMBER 2603 08058

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 CORP.

DOCUMENT **ORDER (APPROVAL OF SALE AND INVESTMENT  
SOLICITATION PROCESS)**

CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **Sharek Logan & van Leenen LLP, Barristers & Solicitors**  
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Facsimile: 780.413.3152  
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[jwilliams@sharekco.com](mailto:jwilliams@sharekco.com)  
File Number: MAT23344/DA

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**DATE ON WHICH ORDER WAS PRONOUNCED:** June 11, 2026

**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honorable Justice J. S. Little

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UPON THE APPLICATION of Noble Growth Alberta Limited Partnership and Noble Growth Corp. (the "**Applicants**"); AND UPON noting that pursuant to an Initial Order granted April 14, 2026 (the "**Initial Order**") and amended pursuant to an Amended and Restated Initial Order granted in these proceedings on

April 21, 2026 (the “**ARIO**”) a stay of proceedings was granted in respect of the Applicants and extended to July 3, 2026; AND UPON having read the Affidavit #3 of Scott Huska, sworn May 29, 2026; AND UPON having read the Second Report of Ernst & Young Inc. (the “**Monitor**”), in its capacity as Court appointed Monitor; AND UPON NOTING the Monitor’s support for the orders sought;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the ARIO or the sales and solicitation process (the “**SISP**”), as applicable.
3. Hyde Advisory & Investments Inc. is hereby authorized and approved to act as the sales agent for the purpose of implementing the SISP (in such capacity, the “**Sales Agent**”).
4. The SISP (subject to any amendments thereto that may be made in accordance with the terms therein and this Order) is hereby approved and the Sales Agent, Applicants, and the Monitor are hereby authorized and directed to implement the SISP pursuant to the terms thereof and the terms of this Order. The Sales Agent, Applicants, and the Monitor are hereby authorized and directed 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 this Order.
5. The Applicants, the Sales Agent, the Monitor, and their respective affiliates, partners, directors, officers, employees, counsel, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any Person in connection with or as a result of implementing or otherwise in connection with the SISP, except to the extent such losses, claims, damages or liabilities that arise or result from their respective gross negligence or wilful misconduct, as applicable, as determined by this Court in a final order that is not subject to appeal or other review.
6. Pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2- 175 (SOR/DORS), the Monitor, the Applicants, and the Sales Agent are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP.
7. Notwithstanding anything contained herein or in the SISP, and in no way limiting the protections provided to the Monitor under the CCAA, the ARIO, and any other Order of this Court in these proceedings, the Monitor shall not take possession of any Property or be deemed to take possession of any Property, including pursuant to any provision of the Cannabis Legislation or the Environmental Legislation (as defined in the ARIO).
8. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, *Personal Information Protection Act*, S.A. 2003 c. P-6.5 and any similar legislation in any other applicable jurisdictions, the Monitor, the Applicant and their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants (each a “**SISP Participant**”) and their respective advisors personal information of identifiable individuals

("Personal Information"), records pertaining to the Applicant's past and current employees, and information on specific customers, but only to the extent desirable or required to negotiate or attempt to complete a transaction under the SISP (a "Transaction"). Each SISP Participant to whom such Personal Information is disclosed shall maintain and protect the privacy of such Personal Information and limit the use of such Personal Information to its evaluation of a Transaction, and, if it does not complete a Transaction, shall return all such information to the Monitor or the Applicant, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Applicant or the Monitor. The Successful Bidder(s) (as defined in the SISP) shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Business and/or the Property (as defined in the SISP) acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor or the Applicant.

9. Each of the Applicants or the Monitor may, from time to time, apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties under this Order or in the interpretation of this Order.
10. This Order shall have full force and effect in all provinces and territories in Canada.
11. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or elsewhere to give effect to this Order and to assist the Applicant, 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 Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.
12. Each of the Applicant and the Monitor shall 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 proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
13. This Order and all of its provisions are effective as of 12:01 a.m. (MST) on the date of this Order without the need for entry or filing.
14. Service of this Order shall be deemed good and sufficient by the posting of this Order by the Monitor to [www.ey.com/ca/noble](http://www.ey.com/ca/noble), and served by the Monitor on the service list maintained by the Monitor and on those who otherwise are reasonably known by the Monitor to be affected by this Order. Service may be effected by facsimile, electronic mail, personal delivery or courier.

**APPENDIX "A"**

**Bidding Procedures for the Sale and Investment Solicitation Process**

**[ATTACHED]**

## APPENDIX "A"

### Bidding Procedures for the Sale and Investment Solicitation Process

Pursuant to an order of the Court of King's Bench of Alberta (the "**Court**") made on April 14, 2026 (as amended and restated by the Amended and Restated Initial Order dated April 21, 2026, the "**Initial Order**"), Noble Growth Alberta Limited Partnership and Noble Growth Corp. (the "**Applicants**" or "**Noble Group**") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and the proceedings thereunder, the "**CCAA Proceedings**"), and Ernst & Young Inc. ("**Ernst**") was appointed monitor of the Applicants (in such capacity, the "**Monitor**").

On June 11, 2026 the Court granted an order (the "**SISP Order**"), authorizing the Applicants, with the assistance of the Monitor, to undertake a sale and investment solicitation process ("**SISP**") for the sale of Noble Group's (i) property, assets and undertaking or shares in the capital of the Applicant (collectively, the "**Property**"), and (ii) business operations (the "**Business**") and (iii) solely in connection with the purchase of the Property or Business as an additional asset available for purchase, Twin West Ventures Inc.'s lands and building located at 5630 56 St, Drayton Valley, Alberta (the "**Building**") where the Business is operated from. The SISP will be conducted by the Applicants (with the assistance of the Monitor) in the manner set forth herein and in accordance with the SISP Order.

Among other things, the SISP Order also approved the procedures set out in this Schedule (the "**Bidding Procedures**") for the solicitation of offers or proposals (each, a "**Bid**") for the acquisition of the Property and the Business or some portion thereof.

#### Defined Terms

1. Capitalized terms used in these Bidding Procedures and not otherwise defined herein have the meanings given to them in **Appendix "A"** hereto.

#### Bidding Procedures

##### *Opportunity*

2. The SISP is intended to solicit interest in and opportunities for a sale of, or investment in, all or part of Noble Group's Property and Business (the "**Opportunity**") along with certain lands that Noble Group operates out of from a related non-Applicant party. The Opportunity may include one or more of a restructuring, refinancing, recapitalization or other form of reorganization of the business and affairs of Noble Group as a going concern, or a sale of all, substantially all or one or more components of Noble Group's Property and Business as a going concern or otherwise along with the non-Applicant related party's lands used in the Noble Group operations.
3. The Bidding Procedures describe (a) the manner in which prospective bidders may gain access to due diligence materials concerning Noble Group, the Property and the Business, (b) the manner in which bidders may participate in the SISP, (c) the terms of the requirements, delivery and negotiation of bids received, (d) the ultimate selection of a Successful Bidder (as defined below), and (e) the requisite approvals to be sought from the Court in connection therewith.

4. Subject to Paragraph 22 below, Noble Group, in consultation with the Monitor, may at any time and from time to time, modify, amend, vary or supplement the Bidding Procedures, without the need for obtaining an order of the Court or providing notice to Participating Bidders, Binding Offer Bidders, Qualified Bidders, the Successful Bidder(s) or the Back-Up Bidder(s) (each as defined below), provided that such modification, amendment, variation or supplement is (a) expressly limited to changes that do not alter, amend or prejudice the rights of such bidders and (b) necessary or useful in order to give effect to the substance of the SISP, the Bidding Procedures or the SISP Order. Notwithstanding the foregoing, the dates or time limits indicated in the table contained below may be extended by Noble Group, in consultation with and approval by the Monitor as Noble Group deems necessary or appropriate, acting reasonably, or by order of the Court.
5. The Monitor will post on the Monitor's website and serve on the service list maintained in the CCAA Proceedings, as soon as practicable, any such modification, amendment, variation or supplement to these Bidding Procedures and inform the bidders impacted by such modifications.
6. In the event of a dispute as to the interpretation or application of the SISP Order or these Bidding Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute. For the avoidance of doubt, all bidders shall be deemed to have consented to the jurisdiction of the Court in connection with any disputes relating to the SISP, including the qualification of bids, the construction and enforcement of the SISP, and closing of a Successful Bid, as applicable.
7. A summary of the key dates pursuant to the SISP is as follows:<sup>1</sup>

<b>Milestone</b>	<b>Date</b>
Court Approval of the SISP	June 11, 2026
SISP Launch & Teaser Distribution	June 15, 2026
VDR Opening & Template Release	June 17, 2026
Phase I Deadline (Non-Binding LOIs)	July 22, 2026
Selection of Qualified Bidders	July 29, 2026
Phase II Deadline (Binding Offers)	August 28, 2026
Auction	September 4, 2026

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<sup>1</sup> This summary is provided for illustrative purposes only, and the terms of these Bidding Procedures other than Paragraph 8 shall govern in the case of any inconsistency between Paragraph 8 and any other section of the Bidding Procedures.

Milestone	Date
Bid Evaluation & Selection	September 4, 2026
Court Approval Hearing	On/by October 1, 2026
30-Day Closing Window (Targeted Outside Date)	October 31, 2026

***Solicitation of Interest: Notice of the SISP***

8. As soon as reasonably practicable, but, in any event, by no later than two (2) Business Days after the granting of the SISP Order:
  - a) the Sales Agent, in consultation with Noble Group and the Monitor, will prepare a list of potential bidders, including (i) parties that have approached the Applicant, the Monitor or the DIP Lender indicating an interest in the Opportunity, and (ii) strategic and financial parties who the Monitor, in consultation with Noble Group, believes may be interested in purchasing all or part of the Business or the Property or investing in Noble Group pursuant to the SISP, in each case whether or not such party has submitted a letter of intent or similar document (collectively, the “**Known Potential Bidders**”);
  - b) The Sales Agent will issue a press release setting out the information contained in the Notice and such other relevant information which the Monitor and the Applicant determine is appropriate; and
  - c) the Sales Agent, with the assistance of Noble Group and the Monitor, will prepare (i) a process summary (the “**Teaser Letter**”) describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP; and (ii) a non-disclosure agreement in form and substance satisfactory to the Monitor and Noble Group and their respective counsel, which shall enure to the benefit of any purchaser of the Business or Property or any part thereof (an “**NDA**”).
9. The Sales Agent will cause the Teaser Letter and NDA to be sent to each Known Potential Bidder by no later than two (2) Business Days after the granting of the SISP Order, and to any other party who requests a copy of the Teaser Letter and NDA or who is identified to the Monitor as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.
10. In addition to the foregoing, within five (5) Business Days after the granting of the SISP Order, the Sales Agent, with the assistance of the Monitor, shall cause a notice of the SISP (and such other relevant information which the Monitor, in consultation with Noble Group, considers appropriate) (the “**Notice**”) to be published in one or more trade industry and/or insolvency-related publications as may be considered appropriate by the Monitor or the Sales Agent.

### **Virtual Data Room**

11. A confidential virtual data room (the “**VDR**”) in relation to the Opportunity will be made available by the Sales Agent to Participating Bidders (as defined below). The VDR will include all documentary materials reasonably likely to be relevant to Participating Bidders in their assessment of the Opportunity, and shall include the Teaser Letter and a form of asset/share purchase agreement to be used by Participating Bidders in making bids. The VDR shall be made available as soon as practicable following the granting of the SISP Order. The Sales Agent, in consultation with Noble Group and the Monitor, may establish or cause Noble Group to establish separate VDRs (including “**clean rooms**”), if the Monitor, in consultation with Noble Group, reasonably determines that doing so would further Noble Group and any Potential Bidder’s compliance with applicable antitrust and competition laws, or would prevent the distribution of commercially sensitive competitive information.
12. The Sales Agent may, in consultation with Noble Group and the Monitor, limit the access of any Potential Bidder to any confidential information in the VDR where the Sales Agent, in consultation with Noble Group and the Monitor, reasonably determines that such access could negatively impact the SISP, the ability to maintain the confidentiality of the information, the Business, the Property or their value.

### **Participating Bidders and Delivery of Confidential Information Memorandum**

13. Any party who wishes to participate in the SISP (a “**Potential Bidder**”) must provide to the Sales Agent, Monitor and counsel to Noble Group, at the addresses specified in Appendix “B” hereto (including by email transmission), in form and substance acceptable to the Monitor, in consultation with Noble Group and Sales Agent (a) an NDA executed by it, (b) written confirmation of the identity of the Potential Bidder, (c) the contact information for such Potential Bidder (d) full disclosure of the direct and indirect principals of the Potential Bidder, and (e) documentary evidence of such Potential Bidder’s financial wherewithal and ability to consummate a sale or investment pursuant to the SISP, in the form of proof of cash-on-hand and/or unconditionally committed financing.
14. A Potential Bidder who has satisfied the requirements in Paragraph 13(a) through (e) will be deemed a “**Participating Bidder**”. All Participating Bidders will receive a confidential information memorandum prepared by the Sales Agent, in consultation with Noble Group and the Monitor (a “**Confidential Information Memorandum**”) and will be granted access to the VDR.
15. The Sales Agent, Noble Group, the Monitor and their respective advisors make no representation or warranty as to the information contained in the VDR, Teaser Letter, Confidential Information Memorandum or otherwise made available pursuant to the SISP. Participating Bidders must rely solely on their own independent review, diligence, investigation and/or inspection of all information and of the Property and Business in connection with their participation in the SISP and any transaction they enter into with Noble Group.

16. At any time during the SISP, Noble Group, in consultation with the Monitor, may, in its reasonable judgment, and in consultation with the Sales Agent, eliminate a Participating Bidder from the SISP, in which case such bidder will be eliminated from the SISP and will no longer be a "Participating Bidder" for the purposes of the SISP.

### **Due Diligence**

17. The Sales Agent shall, subject to competitive and other business considerations, afford each Participating Bidder such access to due diligence materials and information relating to the Property and Business as the Sales Agent, in consultation with Noble Group and the Monitor, may deem appropriate. Any materials provided to a Participating Bidder at such Participating Bidder's request shall also be posted in the VDR, subject to Paragraphs 12, 13 and 19. Due diligence access may include management presentations, access to the VDR, on-site inspections, and other matters which a Participating Bidder may reasonably request and as to which the Sales Agent, in its reasonable judgment, and in consultation with Noble Group and the Monitor, may agree. Any access or interactions with the Noble Group's management and personnel shall be coordinated through the Monitor and Noble Group.
18. The Sales Agent shall be solely responsible for coordinating and responding to all requests for information and due diligence access from Participating Bidders; Participating Bidders with such requests shall make them to the Sales Agent, in writing, at the addresses specified in Appendix "B" hereto (including by email transmission). Neither the Monitor, nor Noble Group, will be obligated to furnish any information relating to the Property or Business to any person other than to Participating Bidders. Further, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Participating Bidders if the Sales Agent, in consultation with Noble Group and the Monitor, determines such information to represent proprietary or sensitive competitive information.

### **Formal Non-Binding Letters of Intent**

19. Any Participating Bidder that wishes to make a non-binding offer to (a) acquire all or substantially all of the Property or Business, whether through an asset purchase, a share purchase or a combination thereof (either one, a "**LOI Sale Proposal**" or a portion of the Property or the Business, a "**LOI Partial Sale Proposal**"); or (b) make an investment in, restructure, recapitalize or refinance Noble Group or the Business or a portion thereof (an "**LOI Investment Proposal**", together with an LOI Sale Proposal and a LOI Partial Sale Proposal, a "**Non-Binding LOI**"): shall (i) in the case of a Sale Proposal, provide its offer in the form of a template purchase agreement provided in the VDR or such other format as the Participating Bidders deems appropriate for a Non-Binding LOI and which is accepted by the Sales Agent, in consultation with the Monitor and Noble Group, along with a marked version showing edits to the original form of the template provided in the VDR; or (ii) in the case of an LOI Investment Proposal, provide a plan or restructuring support agreement, in each case, to the Sales Agent, with copies to the Monitor and Noble Group, at the addresses specified in Appendix "B" hereto (including by email transmission), no later than 4:00 PM MST on July 22, 2026 (the "**Non-Binding LOI Deadline**").
20. A Non-Binding LOI will be considered a "**Qualified LOI**", and the Non-Binding LOI Bidder making such Binding Offer a "**Qualified LOI Bidder**", if it:

- a) provides net cash proceeds on closing: provided, however, that the Sales Agent may, in its reasonable judgment, and in consultation with Noble Group and the Monitor, deem this criterion satisfied if the Binding Offer, together with one or more other non-overlapping Binding Offers, in the aggregate, meet or exceed the requirements of Noble Group and the Monitor (such bids, “**Aggregated LOI Bids**”, and each an “**Aggregated LOI Bid**”);
- b) is submitted on or before the Non-Binding LOI Deadline;
- c) is made by way of Non-Binding LOI document(s) that is/are executed by the Non-Binding LOI Bidder;
- d) contains or identifies the key terms and provisions to be included in any Approval Order, including whether such order will be a “reverse vesting order”;
- e) contains the Non-Binding LOI Bidder’s proposed treatment of employees of Noble Group (for example, anticipated employment offers and treatment of post-employment benefits);
- f) includes acknowledgments and representations of the Non-Binding LOI Bidder that it: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property and/or the Business in making its Non-Binding LOI; (ii) has not relied upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Opportunity, or the completeness of any information provided in connection therewith; and (iii) will promptly commence due diligence on the Opportunity including any further governmental or regulatory review of the proposed transaction by the applicable competition, antitrust or other applicable governmental authorities, including those regulating the cannabis sector;
- g) provides for any anticipated corporate, licensing, securityholder, Health Canada, legal or other regulatory approvals required to close the transaction;
- h) does not provide for any break or termination fee, expense reimbursement or similar type of payment;
- i) in the case of a LOI Sale Proposal or LOI Partial Sale Proposal, includes:
  - i. the specific purchase price in Canadian dollars and a description of any non-cash consideration;
  - ii. an allocation of the purchase price amongst the Business, Property and/or Building;
  - iii. a description of the Property that is expected to be subject to the transaction and any of the Property expected to be excluded;
  - iv. a description of all executory contracts of Noble Group that the Non-Binding LOI Bidder will assume, and clearly describes, for each contract or

on an aggregate basis, how all monetary defaults will be remedied, as applicable; and

- v. a description of those liabilities and obligations (including operating liabilities) which the Non-Binding LOI Bidder intends to assume and which such liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;
- j) the case of an Investment Proposal, includes:
- i. a description of how the Non-Binding LOI Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;
  - ii. the aggregate amount of the equity and/or debt investment to be made in the Business or the Applicant in Canadian dollars and an allocation of the equity and/or debt investment between the Business and the Building (if applicable);
  - iii. a description of all executory contracts of Noble Group that the Non-Binding LOI Bidder will assume, and clearly describes, for each contract or on an aggregate basis, how all monetary defaults will be remedied, as applicable;
  - iv. the underlying assumptions regarding the pro forma capital structure; and
  - v. a description of those liabilities and obligations (including operating liabilities) which the Non-Binding LOI Bidder intends to assume and which liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;
- k) contemplates and reasonably demonstrates a capacity to consummate a closing of the transaction set out therein on the date that is twenty-one (21) days from the date of the issuance of the Approval Order approving such bid, or such earlier date as is practical for the parties to close the contemplated transaction (the “**Target Closing Date**”) and in any event no later than December 1, 2026 (the “**Outside Date**”); and
- l) includes such other information as reasonably requested or identified in writing by the Monitor in consultation with Noble Group, prior to the Non-Binding LOI Deadline as being necessary or required by the Monitor.
21. Qualified LOI Bidders may be invited by the Sales Agent, in consultation with Noble Group and the Monitor to proceed to the formal binding offers stage of this SISP and shall be notified by the Sales Agent if they are invited to so participate no later than July 29, 2026.

### **Formal Binding Offers**

22. A Qualified LOI Bidder that wishes to make a formal offer and is invited to participate in the formal offer stage of this SISP to (a) acquire all or substantially all of the Property or Business, whether through an asset purchase, a share purchase or a combination thereof (either one,

a “**Sale Proposal**” or a portion of the Property or the Business, a “**Partial Sale Proposal**”); or (b) make an investment in, restructure, recapitalize or refinance Noble Group or the Business or a portion thereof (an “**Investment Proposal**”, together with a Sale Proposal and a Partial Sale Proposal, a “**Binding Offer**”): shall (i) in the case of a Sale Proposal, provide its offer in the form of a template purchase agreement provided in the VDR, along with a marked version showing edits to the original form of the template provided in the VDR; or (ii) in the case of an Investment Proposal, provide a plan or restructuring support agreement (the “**Binding Offer Bidder**”), in each case, to the Sales Agent, with copies to the Monitor and Noble Group, at the addresses specified in Appendix “B” hereto (including by email transmission), no later than August 28, 2026 (the “**Binding Offer Deadline**”).

23. A Binding Offer will be considered a “**Qualified Bid**”, and the Binding Offer Bidder making such Binding Offer a “**Qualified Bidder**”, if it:
- a) is submitted by a Qualified LOI Bidder;
  - b) provides net cash proceeds on closing: provided, however, that the Sales Agent may, in its reasonable judgment, and in consultation with Noble Group and the Monitor, deem this criterion satisfied if the Binding Offer, together with one or more other non-overlapping Binding Offers, in the aggregate, meet or exceed the requirements of Noble Group and the Monitor (such bids, “**Aggregated Bids**”, and each an “**Aggregated Bid**”);
  - c) is submitted on or before the Binding Offer Deadline;
  - d) is made by way of binding, definitive transaction document(s) that is/are executed by the Binding Offer Bidder;
  - e) is not subject to any financing condition, diligence condition or internal or board approval;
  - f) contains or identifies the key terms and provisions to be included in any Approval Order, including whether such order will be a “reverse vesting order”;
  - g) contains the Binding Offer Bidder’s proposed treatment of employees of Noble Group (for example, anticipated employment offers and treatment of post-employment benefits);
  - h) includes acknowledgments and representations of the Binding Offer Bidder that it: (i) has had an opportunity to conduct any and all due diligence regarding the Opportunity prior to making its Binding Offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property and/or the Business in making its Binding Offer; (iii) has not relied upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Opportunity, or the completeness of any information provided in connection therewith; and (iv) will promptly commence any governmental or regulatory review of the proposed transaction by the applicable competition, antitrust or other applicable governmental authorities, including those regulating the cannabis sector;

- i) is accompanied by a letter that confirms that the Binding Offer: (i) may be accepted by Noble Group by countersigning the Binding Offer, and (ii) is irrevocable and capable of acceptance until the earlier of (A) two (2) Business Days after the date of closing of the applicable Successful Bid; and (B) the Outside Date (as defined below);
- j) provides for any anticipated corporate, licensing, securityholder, Health Canada, legal or other regulatory approvals required to close the transaction;
- k) does not provide for any break or termination fee, expense reimbursement or similar type of payment;
- l) in the case of a Sale Proposal or Partial Sale Proposal, includes:
  - i. the specific purchase price in Canadian dollars and a description of any non-cash consideration;
  - ii. an allocation of the purchase price amongst the Business, Property and/or Building;
  - iii. a description of the Property that is expected to be subject to the transaction and any of the Property expected to be excluded;
  - iv. a description of all executory contracts of Noble Group that the Binding Offer Bidder will assume, and clearly describes, for each contract or on an aggregate basis, how all monetary defaults will be remedied, as applicable; and
  - v. a description of those liabilities and obligations (including operating liabilities) which the Binding Offer Bidder intends to assume and which such liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;
- m) the case of an Investment Proposal, includes:
  - i. a description of how the Binding Offer Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;
  - ii. the aggregate amount of the equity and/or debt investment to be made in the Business or the Applicant in Canadian dollars and an allocation of the equity and/or debt investment between the Business and the Building (if applicable);
  - iii. a description of all executory contracts of Noble Group that the Binding Offer Bidder will assume, and clearly describes, for each contract or on an aggregate basis, how all monetary defaults will be remedied, as applicable;
  - iv. the underlying assumptions regarding the pro forma capital structure; and

- v. a description of those liabilities and obligations (including operating liabilities) which the Binding Offer Bidder intends to assume and which liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;
  - n) is accompanied by a deposit payable to the Monitor in trust in the amount of not less than 10% of the cash purchase price, or total new investment contemplated, as the case may be (the “**Deposit**”);
  - o) is accompanied by an acknowledgement that (i) if the Binding Offer Bidder is selected as a Successful Bidder, that the Deposit will be held and dealt with as described in Paragraph 32 below; and (ii) if the Binding Offer Bidder is selected as a Back-Up Bidder, that the Deposit will be held and dealt with as described in Paragraph 32 below;
  - p) contemplates and reasonably demonstrates a capacity to consummate a closing of the transaction set out therein on the date that is thirty (30) days from the date of the issuance of the Approval Order approving such bid, or such earlier date as is practical for the parties to close the contemplated transaction (the “**Target Closing Date**”) and in any event no later than the Outside Date; and
  - q) includes such other information as reasonably requested or identified in writing by the Monitor in consultation with Noble Group, prior to the Binding Bid Deadline as being necessary or required by the Monitor.
24. Without limiting Paragraph 7, Noble Group, in its reasonable judgment, and in consultation with the Monitor, may waive strict compliance with any one or more of the requirements specified above and designate a noncompliant Binding Offer as a Qualified Bid.

### **Selection of Successful Bid**

25. The Monitor, in consultation with Noble Group, may, following the receipt of any Binding Offer that is not a Qualified Bid, including one or more Binding Offers comprising an Aggregated Bid, seek clarification with respect to any of the terms or conditions of such Binding Offer and/or request and negotiate one or more amendments to such Binding Offer prior to determining if the Binding Offer should be considered a Qualified Bid.
26. The Sales Agent, Monitor and Noble Group, will review and evaluate each Qualified Bid, taking into account the factors set out in Paragraph 20, including factors affecting the speed and certainty of closing, the value and nature of the consideration provided for in the Binding Offer (including any assumed liabilities), and any licensing, Health Canada, regulatory or legal approvals, assignments or third party contractual arrangements required to close the transactions. The cash consideration provided for in any Qualified Bid shall not be the only criteria on which Qualified Bids are evaluated, and the “highest and best” Qualifying Bid may not be the Qualifying Bid with the highest cash purchase price.
27. The Sales Agent, in consultation with Noble Group and the Monitor, may, following the receipt of any Qualified Bid, including one or more Binding Offers comprising an Aggregated Bid, seek clarification with respect to any of the terms or conditions of such Qualified Bid and/or request and negotiate one or more amendments to such Qualified Bid in order to improve

the Qualified Bid, provided that no Qualified Bidder shall be required to amend its Qualified Bid.

28. In the event that an auction (the “**Auction**”) is deemed prudent by Noble Group in consultation with the Monitor and Sales Agent or required in accordance with the terms of these Bidding Procedures, it will be conducted in accordance with the procedures set forth in this paragraph:
- a) Noble Group shall be entitled, in consultation with the Monitor, to designate some or all Qualified Bidders as eligible to participate in the Auction, taking into account the relative terms of the Qualified Bidders (including but not limited to purchase price) and the factors set out in Paragraph 24. Qualified Bidders who are invited to participate in the Auction are referred to as “Auction Bidders”.
  - b) The Auction will commence at a time to be designated by the Monitor on September 4, 2026, and may, in the discretion of the Monitor, be held virtually via videoconference, teleconference or such other reasonable means as the Monitor deems appropriate. The Monitor will consult with the parties permitted to attend the Auction to arrange for the Auction to be so held. Subject to the terms hereof, the Monitor, in consultation with Noble Group, may postpone the Auction.
  - c) Except as otherwise permitted in the Monitor’s discretion, only Noble Group, the Monitor and the Auction Bidders, and, in each case, their respective professionals and representatives, will be permitted to attend the Auction.
  - d) Each Auction Bidder shall designate a single individual to be its representative and spokesperson for the purposes of the Auction, and shall participate in the Auction through such duly authorized representative.
  - e) Except as otherwise set forth herein, the Monitor may waive and/or employ and announce at the Auction additional rules, including rules to facilitate the participation of parties participating in an Aggregated Bid, that are reasonable under the circumstances for conducting the Auction, provided that such rules are:
    - i. not inconsistent with the Initial Order, the SISP, the Bidding Procedures, the CCAA, or any order of the Court issued in connection with the CCAA Proceedings;
    - ii. disclosed to each Auction Bidder; and
    - iii. designed, by the Monitor, in its reasonable judgment, and in consultation with Noble Group and the Sales Agent, to result in the highest and otherwise best offer.
  - f) Each Auction Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with Noble Group or any other person regarding the SISP.

- g) Prior to the Auction, the Monitor will identify the highest and best of the Qualifying Bid(s) received (which may be an Aggregate Bid), and such Qualifying Bid(s) will constitute the opening bid for the purposes of the Auction (the “**Opening Bid**”). Subsequent bidding will continue in minimum increments valued at not less than \$50,000 cash in excess of the Opening Bid or previous bid, as the case may be. Each Auction Bidder will provide evidence of its financial wherewithal and ability to consummate the transaction at the increased purchase price, if required by the Monitor. Further, in the event that an Aggregated Bid qualifies to participate in the Auction, modifications to the bidding requirements may be made by the Monitor, in consultation with Noble Group and the Sales Agent, to facilitate bidding by the participants in the Aggregated Bid.
  - h) All Auction Bidders will have the right, at any time, to request that the Monitor announce, subject to any potential new bids, the then-current highest and best bid and, to the extent requested by any Auction Bidder, use reasonable efforts to clarify any and all questions such Auction Bidder may have regarding the Monitor’s announcement of the then-current highest and best bid.
  - i) Each Auction Bidder will be given reasonable opportunity to submit an overbid at the Auction to any then-existing overbids. The Auction will continue until the bidding has concluded and there is one remaining Auction Bidder. The Monitor and Noble Group shall determine which Auction Bidders have submitted (i) the highest and best Binding Offer of the Auction (the “**Successful Bid**”, and the bidder making such Successful Bid, the “**Successful Bidder**”), and (ii) the next highest and otherwise second-best Binding Offer of the Auction (the “**Back-Up Bid**”, and the bidder making such Back-Up Bid, the “**Back-Up Bidder**”).
  - j) Upon selection of a Successful Bidder and a Back-Up Bidder, if any, the Successful Bidder and the Back-Up Bidder, if any, shall each deliver to the Monitor and Noble Group, an amended and executed transaction document that reflects their final bid and any other modifications submitted and agreed to during the Auction, prior to the filing of the motion material for the hearing to consider the Approval Motion.
  - k) Any bids submitted after the conclusion of the Auction will not be considered.
  - l) The Monitor, in consultation with Noble Group, shall be at liberty to modify or to set additional procedural rules for the Auction as it sees fit, including to conduct the Auction by way of written submissions.
29. A Successful Bid and Back-Up Bid, if any, will be selected by no later than September 4, 2026 (or such later date immediately thereafter if the Auction is conducted and not completed in one day), and the completion and execution of definitive documentation in respect of such Successful Bid and Back-Up Bid, as applicable, must be finalized and executed as soon as possible after the close of the Auction, and in any event no later than September 11, 2026, which definitive documentation will provide that the Successful Bidder will use all reasonable efforts to close the proposed transaction by no later than the Target Closing Date, or such longer period as may be agreed to by the Monitor, in consultation with Noble Group and the Successful Bidder, subject to the terms hereof. In any event, such Successful Bid must be closed by no later than the Outside Date. If a Back-Up Bid is identified in accordance with

the SISF, then such Back-Up Bid shall remain open until the date (the “**Back-Up Bid Outside Date**”) on which the transaction contemplated by the applicable Successful Bid is consummated or such earlier date as the Monitor, in consultation with Noble Group, determines. If the transactions contemplated by the applicable Successful Bid have not closed by the Outside Date, or the applicable Successful Bid is terminated for any reason prior to the Outside Date, Noble Group and the Monitor, in consultation with the DIP Lender, may elect to seek to complete the transactions contemplated by the applicable Back-Up Bid, and will promptly seek to close the transaction contemplated by such Back-Up Bid, which will be deemed to be a Successful Bid. Noble Group will be deemed to have accepted such Back-Up Bid only when Noble Group has made such election, with the Monitor’s consent.

### **Approval of Successful Bid**

30. Noble Group will apply to the Court (the “**Approval Motion**”) for one or more orders: (i) approving the Successful Bid(s) and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby (such order shall also approve the Back-Up Bid(s), if any, should the Successful Bid(s) not close for any reason); and (ii) granting a vesting order and/or reverse vesting order to the extent that such relief is contemplated by the Successful Bid(s) so as to vest title to any purchased assets and/or shares and/or partnership units or interests in the name of the applicable Successful Bidder(s) and/or vesting unwanted assets and liabilities out of Noble Group (collectively, the “**Approval Order(s)**”). The Approval Motion will be held on a date to be scheduled by Noble Group and confirmed by the Court. With the consent of the Monitor and the applicable Successful Bidder(s), the Approval Motion may be adjourned or rescheduled by Noble Group without further notice, by an announcement of the adjourned date at the Approval Motion or in a notice to the service list maintained in the CCAA Proceedings prior to the Approval Motion. Noble Group will consult with the Monitor and the applicable Successful Bidder regarding the motion material to be filed by Noble Group for the Approval Motion.
31. All Binding Offers (other than the Successful Bid(s) but including the applicable Back-Up Bid(s)) will be deemed rejected on and as of the date of the closing of the applicable Successful Bid(s), with no further or continuing obligation of Noble Group to any unsuccessful Binding Offer Bidders.

### **Deposits**

32. The Deposit(s):
  - a) will, upon receipt from the Binding Offer Bidder(s), be retained by the Monitor and deposited in a non-interest-bearing trust account, and subsequently dealt with in accordance with subsections (b) and (c), below;
  - b) received from the Successful Bidder(s) and the Back-Up Bidder(s), if any, will:
    - i. be applied to the purchase price to be paid by the applicable Successful Bidder or Back-Up Bidder whose Successful Bid or Back-Up Bid, as applicable, is the subject of the Approval Order(s), upon closing of the approved transaction; and

- ii. otherwise be held and refunded in accordance with the terms of the definitive documentation in respect of the applicable Successful Bid or Back-Up Bid, provided that (i) all such documentation will provide that the Deposit will be fully refunded to the Back-Up Bidder on the Back-Up Bid Outside Date; and (ii) all such documentation will provide that the Deposit will be retained by Noble Group and forfeited by the Successful Bidder, if its Successful Bid fails to close by the Outside Date and such failure is attributable to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of its Successful Bid; and
- c) received from the Binding Offer Bidder(s) that are not a Successful Bidder or a Back-Up Bidder will be fully refunded to the Binding Offer Bidder(s) that paid the Deposit(s) as soon as practical following the selection of the Successful Bidder and Back-Up Bidder.

#### **“As is, Where is”**

- 33. Any sale (or sales) of the Property or the Business or portions thereof will be on an **“as is, where is”** basis except for representations and warranties that are customarily provided in purchase agreements for a company subject to CCAA proceedings. Any such representations and warranties provided for in the definitive documents will not survive closing.

#### **Free of Any and All Claims and Interests**

- 34. In the event of a sale, to the extent permitted by law, all of the rights, title and interests of Noble Group in and to the Property or the Business to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the **“Claims and Interests”**) pursuant to section 36(6) of the CCAA, such Claims and Interests to attach to the net proceeds of the sale of such Property or Business and/or excluded assets, as applicable (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant transaction documents with a Successful Bidder or the Approval Order.

#### **Confidentiality**

- 35. For greater certainty, other than as required in connection with any Auction or Approval Motion, neither Noble Group nor the Monitor nor the Sales Agent will disclose: (a) the identity of any Potential Bidder or Qualified Bidder; or (b) the terms of any bid, Sale Proposal, Investment Proposal or Binding Offer, to any other bidder or any of its affiliates (provided that disclosure may be made to the DIP Lender when expressly contemplated by the SISF, such as in the event that no single Binding Offer provides for net cash proceeds that are at least equal to the Minimum Purchase Price), except to the extent the Monitor, with the consent of such applicable parties is seeking to combine separate bids into Aggregated Bids. Potential Bidders, Participating Bidders, Qualified Bidders and Auction Bidders and each of their respective affiliates shall not communicate with, or contact, directly or indirectly, any other Potential Bidder, Participating Bidder, Qualified Bidder, Auction Bidder, or their respective affiliates, or any secured creditors of Noble Group, without the express written consent of the

Monitor (which consent may be refused in the Monitor's sole discretion), and such communications or discussions shall take place under the supervision of the Monitor. Nothing in this Paragraph 32 shall prohibit the Monitor from filing details of Potential Bidders, Participating Bidders, Qualified Bidders and Auction Bidders, or their respective Binding Offers and Qualified Bids, as part of a Monitor's Report in connection with the motion for an Approval Order, provided that the Monitor shall file any commercially sensitive or confidential information confidentially, with a request for a sealing order. Should the Court decline to grant a sealing order, the Monitor shall not be in breach of this Paragraph 32.

### **Further Orders**

36. At any time during the SISP, Noble Group or the Monitor may apply to the Court for advice and directions with respect to any aspect of this SISP including, but not limited to, the continuation of the SISP or with respect to the discharge of its powers and duties hereunder.

### **Additional Terms**

37. In addition to any other requirement of the SISP, any consent, approval or confirmation to be provided by the DIP Lender, Noble Group and/or the Monitor is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the CCAA or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email will be deemed to have been provided in writing for the purposes of this paragraph.
38. This SISP does not, and will not be interpreted to, create any contractual or legal relationship between Noble Group and any other party, other than as specifically set forth in the NDA or any other definitive agreement executed.
39. Notwithstanding anything to the contrary herein, the Sales Agent, Monitor, and Noble Group shall have no liability whatsoever to any person or entity, including without limitation any Potential Bidder, Participating Bidder, Binding Offer Bidder, Qualified Bidder, Auction Bidder, Successful Bidder, Back-Up Bidder or any other creditor or stakeholder as a result of implementation or otherwise in connection with this SISP, except to the extent that any such liabilities result from the gross negligence or wilful misconduct of the Sales Agent, Monitor, or Noble Group, as determined by the Court, and all such persons or entities shall have no claim against Sales Agent, Monitor, and Noble Group in respect of the SISP for any reason whatsoever.
40. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Binding Offer, due diligence activities, and any other negotiations or other actions whether or not they lead to the consummation of a transaction.

**APPENDIX A**  
**DEFINED TERMS**

“**Business Day**” means a day on which banks are open for business in Edmonton but does not include a Saturday, Sunday or statutory holiday in the Province of Alberta.

“**DIP Lender**” means JL Legacy Ltd., and its successors and permitted assigns.

“**Retained Liabilities**” has the meaning given to it in the Stalking Horse Agreement.

“**Sales Agent**” means Hyde Advisory & Investments Inc. and its successors and permitted assigns.

## APPENDIX "B"

### **The Monitor:**

#### **Ernst & Young Inc.**

EPCOR Tower, 10423 101 Street, Suite 1400  
PO Box 44, Edmonton, AB T 5H0E7

Attention: Matt McCulloch and Karen Zahacy  
Email: [matt.mcculloch@parthenon.ey.com](mailto:matt.mcculloch@parthenon.ey.com) and [karen.zahacy@parthenon.ey.com](mailto:karen.zahacy@parthenon.ey.com)

with a copy to:

#### **MLT Aikins LLP**

10235 101 Street NW  
Edmonton, AB T5J 3E9

Attention: Chris Nyberg and Ryan Zahara  
Email: [cnyberg@mltaikins.com](mailto:cnyberg@mltaikins.com) / [rzahara@mltaikins.com](mailto:rzahara@mltaikins.com)

### **The Applicants**

#### **Noble Growth Corp. & Noble Growth Alberta Limited Partnership**

5630 56 St  
Drayton Valley, AB T7A0B2

Attention: Scott Huska and Fayrell Wheeler  
Email: [scott@noblegrowthcorp.com](mailto:scott@noblegrowthcorp.com) and [fayrell@noblegrowthcorp.com](mailto:fayrell@noblegrowthcorp.com)

with a copy to:

#### **Sharek Logan & van Leenen LLP**

2100, 10060 Jasper Ave NW  
Edmonton, Alberta T5J 3R8

Attention: David Archibold / Justin Williams  
Email: [darchibold@sharekco.com](mailto:darchibold@sharekco.com) and [jwilliams@sharekco.com](mailto:jwilliams@sharekco.com)

### **The Sales Agent**

#### **Hyde Advisory & Investments Inc**

330 Bay Street, Suite 1400  
Toronto, ON M5H 4S8

Attention: David Hyde  
Email: [david@hydeadvisory.com](mailto:david@hydeadvisory.com)

SCHEDULE "C"

ORDER RE: EXTEND STAY

COURT FILE NUMBER 2603 08058

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 CORP.

DOCUMENT **ORDER (STAY EXTENSION)**

CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **Sharek Logan & van Leenen LLP, Barristers & Solicitors**  
2100 Rice Howard Place Tower 1  
10060 Jasper Avenue NW  
Edmonton, Alberta, Canada, T5J 3R8  
**Solicitors: David Archibold / Justin Williams**  
Telephone: 780.413.3100  
Facsimile: 780.413.3152  
Email: [darchibold@sharekco.com](mailto:darchibold@sharekco.com) /  
[jwilliams@sharekco.com](mailto:jwilliams@sharekco.com)  
File Number: MAT23344/DA

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**DATE ON WHICH ORDER WAS PRONOUNCED:** June 11, 2026

**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honorable Justice J. S. Little

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UPON THE APPLICATION of Noble Growth Alberta Limited Partnership and Noble Growth Corp. (the "**Applicants**"); AND UPON noting that pursuant to an Initial Order granted April 14, 2026 (the "**Initial Order**") and amended pursuant to an Amended and Restated Initial Order granted in these proceedings on April 21, 2026 (the "**ARIO**") a stay of proceedings was granted in respect of the Applicants and extended to

July 3, 2026; AND UPON having read the Affidavit #3 of Scott Huska, sworn May 29, 2026; AND UPON having read the Second Report of Ernst & Young Inc. (the “**Monitor**”), in its capacity as Court appointed Monitor; AND UPON NOTING the Monitor’s support for the orders sought;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. The Stay Period as defined in paragraph 13 of the ARIO is hereby extended up to and including December 15, 2026.
3. Service of this Order shall be deemed good and sufficient by the posting of this Order by the Monitor to [www.ey.com/ca/noble](http://www.ey.com/ca/noble), and served by the Monitor on the service list maintained by the Monitor and on those who otherwise are reasonably known by the Monitor to be affected by this Order. Service may be effected by facsimile, electronic mail, personal delivery or courier.

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Justice of the Court of King’s Bench of Alberta

SCHEDULE "D"

WEBEX DETAILS

## WEBEX INSTRUCTIONS

File #(s) : 2603 08058

Style of Cause: NOBLE GROWTH ALBERTA LTD. PARTNERSHIP v. COMPANIES' CREDITORS ARRANGEMENT ACT

Date/Duration: Jun 11, 2026, 02:00 PM

Total: 60 Minute(s)

Booking Type/List: Commercial

Purpose of Hearing: Commercial Hearing

Counsel: David Arthur Robert Archibold; Justin Allen Williams; Christopher Allan Nyberg; Ryan Zahara; Kevin Nolan Hoy; Charles Paul Russell; Bren Robert-James Cargill; George Francis Body;

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>