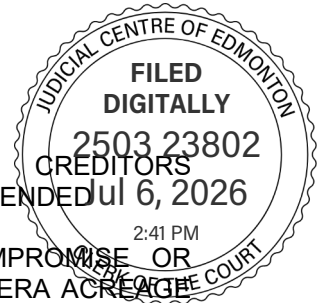


COURT FILE NUMBER **2503 23802**

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANTS IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED Jul 6, 2026
AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SIRONA PHARMA INC., SUNERA ACREAGE
HOLDINGS INC., ACREAGE DEVELOPMENT CORP. and SIRONA
FARMS INC.



DOCUMENT **FIFTH REPORT OF ERNST & YOUNG INC. IN ITS CAPACITY AS
THE MONITOR OF THE APPLICANTS**

July 6, 2026

ADDRESS FOR
SERVICE AND
CONTACT
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TABLE OF CONTENTS OF FIFTH REPORT OF THE MONITOR

Introduction.....	4
Purpose	5
Terms of Reference and Disclaimer	7
Background	7
Activities of the Monitor Since The Filing of the Monitor's Fourth Report.....	8
CFS#4 Forecast-to-Actual Analysis	16
CFS#5 Summary.....	17
SISP Update and Successful Bidder	18
SISP Expenses Incurred by the Monitor	22
Key Terms of the Successful Bid	23
Communications of Dr. Jagdeep Gupta.....	24
Third-Party Releases	25
Restricted Court Access Order	26
The Second Administration Charge	26
Revised Stay Extension	29
Recommendations	29

SCHEDULES

Schedule A	Canna-Navigators Demand
Schedule B	Letter to Former Employees
Schedule C	CFS#4 Forecast Versus Actual
Schedule D	SISP Teaser
Schedule E	Media Advertisements
Schedule F	Subscription Agreement (Redacted)
Schedule G	Notice to Media to Restrict Access

INTRODUCTION

1. On November 21, 2025, SuneRa Acreage Holdings Inc. ("**SuneRa**"), Sirona Farms Inc. ("**Farms**"), Sirona Pharma Inc. ("**Sirona Pharma**"), and Acreage Development Corp ("**Acreage Development**"), collectively referred to herein as the "**Applicants**", or the "**Companies**" were granted protection and permission to commence proceedings under the Companies' Creditors Arrangement Act, R.S.C. 1985, C-36 (the "**CCAA**") pursuant to an Order of this Honourable Court (the "**Initial Order**").
2. The Initial Order appointed Ernst & Young Inc. as Monitor ("**EY**" or the "**Monitor**") in the CCAA proceedings and established the Stay Period in favour of the Applicants until November 28, 2025.
3. Capitalized terms not defined herein are as defined in the Initial Order, the Pre-Filing Report, the Monitor's First to Fourth Reports or other materials filed by the Applicants in connection with this CCAA proceeding.
4. On November 25, 2025, the Applicants filed a Notice of Application that was heard by this Honourable Court on November 28, 2025, (the "**Comeback Application**").
5. At the Comeback Application the Applicants were granted the following relief:
 - a) an Amended and Restated Initial Order ("**ARIO**"), which included:
 - i. an extension of the Stay Period up to and including February 13, 2026, or such further and other date as this Court may consider appropriate;
 - ii. a key employee retention plan (the "**KERP**") and corresponding charge to secured obligations under the KERP up to \$30,000 ("**KERP Charge**");
 - iii. an increase to the Administration Charge from \$250,000 to \$500,000; and
 - iv. an increase to the Interim Financing Charge from \$280,000 to \$825,000.
 - b) an Order sealing the Confidential Supplement to the Chiasson Affidavit No.2, sworn November 25, 2025, and the Confidential Supplement to the Monitor's First Report (the "**Sealing Order**").
6. Further to the relief noted above, the Applicants sought an Order declaring that the Applicants and their former employees (the "**Former Employees**") meet the criteria established by section 3.2 of the *Wage Earner Protection Program Act* Regulations, SOR 12008-222, but the Applicants' request for relief in this regard was adjourned at the request of the Crown.

7. On February 6, 2026, the Companies obtained Orders approving:
 - a) an extension of the Stay Period up to and including May 13, 2026, or such further and other date as this Court may consider appropriate;
 - b) the Amended and Restated Interim Financing Agreement;
 - c) an increase to the Interim Financing Charge from \$825,000 to \$2,325,000;
 - d) the replacement Mr. Gord Boersma with Mr. David Blair as the CRO; and
 - e) sealing the Confidential Supplement to Chiasson Affidavit No.3.
8. On May 8, 2026, the Companies obtained an Order approving an extension of the Stay Period up to and including May 21, 2026 (the “**May 8 Stay Extension Application**”).
9. Upon the Companies’ Application returnable on May 20, 2026 (the “**SISP Application**”), the Companies obtained an Order (the “**SISP Order**”) of this Honourable Court approving:
 - a) an extension of the Stay Period up to and including July 17, 2026, or such further and other date as this Court may consider appropriate;
 - b) expansion of the Monitor’s powers (the “**Monitor’s Expanded Powers**”);
 - c) the Second Interim Financing Agreement and a Second Interim Financing Charge in the amount of \$100,000; and
 - d) approval of a sales and investment solicitation process (the “**SISP**”).

PURPOSE

10. The purpose of this Fifth Report of the Monitor (the “**Monitor’s Fifth Report**”) is to provide this Honourable Court and the Applicants’ stakeholders with information and the Monitor’s comments with respect to the following:
 - a) an update on the activities of the Monitor since the Monitor’s Fourth Report to the Court dated May 7, 2026 (the “**Monitor’s Fourth Report**”);
 - b) a forecast-actual analysis prepared by the Monitor comparing the Companies’ forecasted cash flows for the period of April 25, 2026, to June 19, 2026, as outlined in CFS#4 to actual results for the same period;

- c) providing a summary of cash-on-hand and monthly forecasted disbursements (the “**CFS#5**”) for the period beginning on June 20, 2026, through closing of the Transaction (“**CFS#5 Projection Period**”) and the key assumptions on which the CFS#5 is based;
- d) an update on the SISP and results of the same;
- e) key terms of the Subscription Agreement (the “**Subscription Agreement**”) entered into between the Monitor and the Successful Bidder (defined later in this Monitor’s Fifth Report);
- f) the Monitor’s proposal to further amend the AIRO to include an additional Administration Charge (“**Second Administration Charge**”), which supersedes other charges, in the amount of \$250,000; and
- g) an extension of the Stay Period to August 31, 2026 (“**Revised Stay Extension**” or the “**Revised Stay Extension Date**”).

and to serve as support for the Monitor’s request for Orders that approve:

- h) the activities of the Monitor as outlined herein;
- i) an Approval and Reverse Vesting Order (the “**RVO**”) approving the Subscription Agreement and the transactions contemplated therein (the “**Transaction**”), providing for the Successful Bidder’s acquisition of 100% of the issued and outstanding shares in Sirona Pharma;
- j) approving the replacement of Sirona Pharma in these proceedings with residual corporation to be incorporated (“**Residual Co.**”);
- k) vesting in Residual Co. all liabilities, contracts, and encumbrances of or relating to Sirona Pharma not expressly assumed or retained pursuant to Subscription Agreement;
- l) releasing the Monitor, its legal counsel, the Applicants, the Applicants’ legal counsel, the current and former directors and officers of the Applicants and Residual Co., amongst certain other persons, from any and all claims or liabilities pertaining to these CCAA proceedings or the Transaction;
- m) granting certain releases of current directors and officers of Sirona Pharma as per the terms of the KERP;
- n) sealing the Confidential Supplement to the Monitor’s Fifth Report (the “**Confidential Supplement to the Monitor’s Fifth Report**”);

- o) the Second Administration Charge of \$250,000;
- p) an extension of the Revised Stay Period to August 31, 2026; and
- q) such further relief, advice and direction that the Court considers just and warranted in the circumstances.

TERMS OF REFERENCE AND DISCLAIMER

- 11. In preparing this Monitor's Fifth Report, the Monitor has been provided with, and has relied upon certain information, including unaudited financial information of the Companies, various copies of or excerpts of the Companies' books and records, and discussions with the Applicants' Management (collectively, the "**Information**").
- 12. Except as described in this report, the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Canadian auditing standards pursuant to the Chartered Professional Accountants of Canada Handbook.
- 13. Future oriented information referred to in this Monitor's Fifth Report was prepared based on the Applicants' estimates and assumptions. Readers are cautioned that since forecast are based upon assumptions about future events and conditions that are not ascertainable; the actual results may vary from the forecast, and the variances may be material.
- 14. All references to dollars are in Canadian dollars.

BACKGROUND

- 15. The Applicants historically operated in the cannabis field, cultivating, processing, and distributing wholesale medical cannabis.
- 16. As of September 11, 2025, Health Canada suspended the Health Canada Licence of Sirona Pharma, a company operating out of Peers, Alberta. As a result, the Applicants have not been able to operate. This, along with other factors detailed in the Chiasson Affidavit No. 1 and the Pre-Filing Report, have resulted in the Applicants seeking a restructuring under the CCAA.
- 17. As of May 6, 2026, the Applicants have regained the Health Canada Licence of Sirona Pharma.
- 18. As of May 20, 2026, the Monitor's Expanded Powers were effective.
- 19. Further, additional background information on the Applicants and the CCAA proceedings is

available on the Monitor's website, located at www.ey.com/ca/sirona (the "**Monitor's Website**").

ACTIVITIES OF THE MONITOR SINCE THE FILING OF THE MONITOR'S FOURTH REPORT

20. Between the date of the Monitor's Fourth Report being May 7, 2026, and May 20, 2026, the activities of the Monitor included, but were not limited to:
- a) monitoring, assisting and advising the Applicants with respect to their cash flows, and preparing analysis of the actual transactions versus the forecasted amount noted in CFS#3;
 - b) assisting the Applicants with the development of a new cash flow forecast ("**CFS#4**");
 - c) participating in numerous discussions and meetings with Management, various counsel, consultants, creditors and other stakeholders with respect to the status of the CCAA proceedings generally and the best method to realize on the assets of the Companies in the event new interim financing was not obtained that would permit a resumption of cultivation, and specific relief to be sought by the Applicants; and
 - d) responding to, and attending, the May 8 Stay Extension Application and attending the SISP Application.
21. On May 20, 2026, this Honourable Court granted the SISP Order, which included the Monitor's Expanded Powers. The Monitor's Expanded Powers include, without limitation, the power to oversee and direct the business and affairs of the Companies and the power to implement and supervise the SISP with the assistance of the Companies. The Monitor's Expanded Powers provisions of the SISP specifically provide that, excepting in certain matters concerning excise stamps issued under the *Excise Act, 2001*, the Monitor's authority shall supersede the authority of the Companies' directors and officers.
22. Since the SISP Order was granted, the activities of the Monitor have included, but are not limited to those activities summarized below and further detailed elsewhere in this Monitor's Fifth Report:
- a) monitoring, assisting and facilitating the Applicants' cash flows and preparing analysis of the actual transactions versus the forecasted amount noted in CFS#4;
 - b) preparing weekly cash and progress reporting to Interim Lenders;
 - c) facilitating the SISP, which is discussed elsewhere in this Monitor's Fifth Report;
 - d) participating in numerous discussions and meetings with Management, various counsel, consultants, creditors and other stakeholders with respect to the current status of the CCAA

proceedings;

- e) negotiated agreements with key stakeholders, employees and contractors to maintain the Facility and Health Canada License during the pendency of the SISF;
- f) terminated agreements with consultants;
- g) participating in numerous discussions with employees and the resolution of employee matters;
- h) investigation into requests for 2025 T4s (the “**T4s**”) from the Former Employees of the Companies and communications regarding the same; and
- i) preparing this Monitor’s Fifth Report, the Confidential Supplement to the Monitor’s Fifth Report and the related schedules.

Monitor’s Assistance with respect to CFS#4

- 23. In the Affidavit of Karin Koppitz, sworn May 20, 2026 (“**Koppitz Affidavit**”), the Applicants presented CFS#4 to the court. The Koppitz Affidavit was sworn and distributed to the service list shortly before the SISF Application.
- 24. Due to cash limitations and the limited additional funds provided by the Second Interim Financing Agreement, and at the request of the Applicants, the Monitor assisted in preparing cash flows for the Applicants which represented the minimum cash flows anticipated to maintain the Facility and the Health Canada Licenses while a SISF was carried out. The Monitor was provided with and understood the following key assumptions as provided by the Applicants:
 - a) payroll had been reduced to minimum requirements to maintain the Facility;
 - b) suspension of accrued consulting fees for the CRO, management and finance functions of Sirona Pharma provided by Sinclair Range;
 - c) suspension of fees for consultants assisting in facility oversight and regulatory roles;
 - d) postponed payment of professional fees of the Monitor, the Monitor’s legal counsel, and the Applicants’ legal counsel; and
 - e) due to cash limitations, deferral of payment of the employee KERP until such a time as there is sufficient cash to pay any amount owed.
- 25. The Monitor used a recent cash flow provided by the CRO as a base and made the adjustments

described above to assist with preparation of the cash flow.

26. At the time it was the Monitor's understanding that Management had conferred with the primary stakeholders impacted by the suspension of expenses (described above) and the Applicants advised the Monitor that the primary stakeholders were supportive of the Applicants' approach.
27. As discussed in the Monitor's Fourth Report, the Monitor highlighted to the Court that the Monitor had observed dysfunction and miscommunication between the Applicants and Sinclair Range. The Applicants approached the Monitor to prepare CFS#4 as a result of similar dysfunctions. The Monitor provided Sinclair Range, the CRO and the Applicants with versions of CFS#4 reflecting similar cash flows in advance of the May 8 Stay Extension Application and SISP Application, of which, no finalized copies were provided to the Monitor prior to the Companies serving the Koppitz Affidavit.
28. Although the Monitor assisted in preparing CFS#4 at the request and direction of the Applicants, the Monitor was not provided with the opportunity to perform an analysis of the CFS#4 and prepare a report to the Court accordingly.

Consultant Matters

29. Immediately after the Monitor's Expanded Powers were granted, the Monitor was faced with a number of consultants and/or stakeholders taking immediate issue with CFS#4 and requesting immediate payment for services rendered or to be rendered through the Stay Extension, contrary to the assumptions noted in CFS#4.

Quality Assurance Person ("QAP")

30. At the commencement of these proceedings, the Companies engaged Canna-Navigators as a third-party consultant to fulfill the QAP role, a mandatory role required to maintain the Health Canada License.
31. At the time of granting the SISP Order, the Monitor was aware of arrears owing to Canna-Navigators (as discussed in the Monitor's Fourth Report). However, in discussions with the Companies, the Monitor understood that Canna-Navigators and/or the QAP had agreed to defer payment through the Stay Period to assist with the SISP.
32. On the afternoon of May 20, 2026, the CRO shared with the Monitor a demand letter from Canna-Navigators threatening to terminate QAP services if immediate payment of arrears and the next invoice amount was not made by May 22, 2026 (the "**Canna-Navigators Demand**"). Attached hereto as **Schedule "A"** is a partially redacted copy of the Canna-Navigators Demand to protect

certain sensitive information.

33. CFS#4 did not contemplate the payment of any contractor fees, including QAP fees, through the Stay Extension, and there were insufficient cash flows to make such payments.
34. Due to the limited cash available, and the immediate need for a QAP to preserve the Health Canada License for the benefit of the SISP, the Monitor and the Applicants took immediate steps to mitigate the situation which resulted in the contracting of a new QAP at a substantially lower rate that could be supported by the cash available to the Companies.

CRO Agreement

35. On October 14, 2025, the Companies engaged Sinclair Range (the “**Sinclair Range Engagement Agreement**”) to provide certain services, which broadly speaking, included financing services, interim management services and CRO services.
36. Some of the day-to-day services provided by Sinclair Range included:
 - a) general accounting support and access to financial records; and
 - b) preparing payments in RBC for approval by the signing authorities, as Sinclair Range had access to the RBC accounts (collectively “**Bookkeeping Services**”).
37. The Monitor understood that Bookkeeping Services were provided under the interim management mandate which the Monitor understands also included controller services.
38. On May 20, 2026, the Monitor was advised by the CRO that the CRO and Sinclair Range were not consulted or in agreement with the deferral of fees as contemplated in CFS#4.
39. In discussions the Monitor had with the CRO, it was clear that the CRO was supportive of the restructuring efforts of the Companies and of the Monitor’s efforts to carry out a successful SISP but harboured some concerns that the Administration Charge would be insufficient to cover all his fees incurred during the Stay Period.
40. The CRO indicated he was agreeable to amending the Sinclair Range Engagement Agreement to move to an hourly rate, as opposed to the set fee structure as set out therein. The CRO also indicated a willingness to provide CRO services on a strict budgeted amount per month, for which additional effort expanded beyond the budget required approval of the Monitor (the “**CRO Proposal**”).
41. Sinclair Range did not respond to the Monitor on the CRO Proposal, despite several attempts by

the Monitor to discuss the same with Sinclair Range.

42. Following the granting of the Monitor's Expanded Powers, the Monitor noticed that communications with Sinclair Range regarding the bookkeeping and controller services provided under the Interim Management component of the Sinclair Range Engagement Agreement had largely stopped. The last notable communications received from Sinclair Range regarding Bookkeeping Services and controller services was received on May 22, 2026.
43. As such, the Monitor entered into an agreement effective May 22, 2026, with Northern Lights Management Corporation ("**Northern Lights**") agreeing to provide CRO services during the Stay Extension (the "**Northern Lights CRO Engagement Agreement**"). The Northern Lights CRO Engagement Agreement was given a backdated effective date to ensure fair compensation and protection throughout the entire Stay Period.
44. Pursuant to the Northern Lights CRO Engagement Agreement, the CRO agreed to be paid for on an hourly basis, with total monthly fees not to exceed a set amount without prior approval of the Monitor. The Monitor provided Northern Lights with a retainer with a mechanism to top of the retainer as needed.
45. The Northern Lights CRO Engagement Agreement is attached as a schedule to the Confidential Supplement to the Monitor's Fifth Report.
46. The CRO, as distinct from Sinclair Range, has supported the Monitor since his appointment in February 2026 and has been especially helpful following the granting of the Monitor's Expanded Powers. The CRO has assisted with regulatory reporting and requirements, communications with employees and various stakeholders, engaged in regular communication with the Monitor, assisted with cash reporting requirements and communication to both Interim Lenders.

Termination of the Sinclair Range Engagement Agreement

47. On May 19, 2026, Sinclair Range provided Sirona Pharma with notice in writing that it was purporting to terminate the financing component of the Sinclair Range Engagement Agreement.
48. As at the date of the SISP Order, of those parties protected by the Administration Charge, it was only Sinclair Range (subject to the financing component which was paid up to and including May 15, 2026 and subsequently terminated on May 19, 2026) and the CRO that were fully paid for services paid throughout the CCAA proceedings, while the other professionals were forced to see payment of their professional fees deferred.
49. When the Monitor's Expanded Powers began, the Monitor requested the assistance of Sinclair

Range to continue to provide Bookkeeping Services given what appeared to be limited costs for Sinclair Range to maintain Bookkeeping Services and the administrative ease of doing so. The Monitor proposed to pay Sinclair Range the Bookkeeping Services fees as they were accrued.

50. In response, Sinclair Range advised the Monitor that only a portion of the Bookkeeping Services were included in the interim management mandate while other parts fell under the financing mandate.
51. The Monitor disputes Sinclair Range's characterization of the Sinclair Range Engagement Agreement and believes that the Bookkeeping Services fell within the interim management component of the Sinclair Range Engagement Agreement (which Sinclair Range had not purported to terminate).
52. Since Sinclair Range was not prepared to provide the full range of Bookkeeping Services required without the implied condition that all fees self-assessed as payable by Sinclair Range (including financing fees) were to be paid on an ongoing basis out of the limited cash flow, the expected accompanying additional effort required by the Monitor going forward, and the limited capacity for the Monitor to make disbursements, the Monitor communicated to Sinclair Range its intention to perform these duties internally as it believed it could perform the required duties at minimal cost. To facilitate the change in role, and due to timing constraints, the Monitor requested Sinclair Range's assistance with facilitating payments solely for the week ending May 29, 2026, at a fee to be proposed by Sinclair Range.
53. Additionally, on May 27, 2026, and again on May 28, 2026, the Monitor wrote Sinclair Range to ask that it provide the Monitor with copies of certain books, records, or other accounting information pertaining to Sirona (the "**Sirona Documents and Records**") that the Monitor knew or expected would be in Sinclair Range's possession or ability to obtain.
54. The Monitor received no response from Sinclair Range with respect to the above and was forced to take alternative measures to facilitate payments and obtain access to the Companies' cash, bank accounts and accounting records.
55. On June 4, 2026, Sinclair Range sent an email to the Monitor which Sinclair Range described as a "NOTICE OF DEFAULT". Therein, Sinclair Range demanded immediate payment of amounts Sinclair Range believed were owed to it by Sirona Pharma. Sinclair Range acknowledged the Monitor's request for the Sirona Documents and Records and appeared to indicate that its return of Sirona Documents and Records would be conditional upon the Monitor making payment to Sinclair Range.
56. On July 15, 2026, the Monitor notified Sinclair Range in writing that it considered Sinclair Range to

have repudiated the Sinclair Range Engagement Agreement with Sirona Pharma due, without limitation, to Sinclair Range's inability or refusal to provide accounting services to Sirona Pharma and Sinclair Range's apparent attempt to condition its return of the Sirona Documents and Records to the Monitor conditional upon its receipt of payment. At that time, the Monitor informed Sinclair Range that it took the position that Sinclair Range would not be entitled to receive the bonus fee in the amount of 5% of the value of a completed transaction (the "**Bonus Fee**") described in the Sinclair Range Engagement Agreement.

57. It remains the Monitor's position that Sinclair Range is not entitled to the Bonus Fee. The Monitor does not consider it necessary to adjudicate any dispute concerning Sinclair Range's entitlement to the Bonus Fee during its Application on July 10, 2026, and respectfully submits that, in the event of any further dispute on this point between Sinclair Range and the Monitor, such dispute may be addressed at a subsequent hearing.

Cash Control Measures

58. Since the granting of the Monitor's Expanded Powers, the Monitor opened a trust account for the following reasons:
- a) complications with Sinclair Range as discussed elsewhere in this Monitor's Fifth Report;
 - b) the Monitor has been unable to obtain independent access to the Companies RBC bank accounts (the "**RBC Accounts**") and the access to the RBC Accounts by the CRO and signing authorities of the Companies has been inconsistent;
 - c) limited types of transactions that can be facilitated by the RBC Accounts or otherwise by the MLT Aikins LLP trust account; and
 - d) to facilitate the required payments to maintain the Facility and the Health Canada Licenses the Monitor requires consistent access to cash which has been provided by maintaining a trust account by the Monitor.
59. As of the date of this report, the Monitor has limited access to the RBC Accounts and is working to obtain access and have the funds on deposit transferred to the Monitors trust account. On June 23, 2026, the Monitor was informed that RBC had locked the RBC Accounts making the RBC Accounts deposit only accounts. Immediately thereafter, the Monitor engaged in communications with RBC to remove the locked status of the RBC Accounts, gain access to the RBC Accounts and transfer the remaining funds from the RBC Accounts to the Monitor's trust accounts. As of the date of this report, access to the RBC accounts is still an issue which has not been resolved. Further, the Monitor notes that RBC provided the Monitor with the transaction details on the RBC accounts

on June 26, 2026.

60. Since the Monitors Expanded Powers were granted, the Monitor has facilitated and approved all of the cash flows from the Second Interim Financing Facility. As far as the Monitor is aware, the cash outflows from the RBC Account should be limited to preauthorized withdrawals for waste services, banking charges and insurance. The Monitor has not approved any further cash flows from the RBC Accounts for which it does not have access or transparency into.
61. Presently, the Monitor has immediate access to the remaining funds from the Second Interim Financing Agreement while it works to obtain control over the balances held in the RBC Accounts.

Employee Matters

Current Employees

62. The Monitor was advised that effective May 11, 2026, the CRO had informed employees that their hours were being reduced to the minimum hours required to maintain the Facility and the Health Canada Licenses. This reduction in hours was required to support the cash constraints of the Companies through the SISP and consistent with what is required to maintain the Facility at minimal levels.
63. As the CRO's communication was not acknowledged by the employees, the Monitor sought to address this issue with the employees and facilitate an introduction given the change in control and Monitor's Expanded Powers.
64. Employees communicated dissatisfaction to the Monitor and efforts were made by the Monitor and CRO to address employee concerns by clarifying their current roles and to prepare for the risk that employees would quit.

Former Employee T4s

65. The Monitor understands that during the course of these CCAA proceedings, the Companies and their advisors concluded the Companies had insufficient records to issue 2025 T4s to Former Employees.
66. Upon the granting of the SISP Order, the Monitor independently investigated the T4 issue and also concluded that it had insufficient records to issue T4s on behalf of the Companies.
67. While the Monitor was recently made aware that additional corporate records have been found (the "**Additional Corporate Records**"), it has not yet been able to access these corporate records or determine their accuracy. Further, the Former Employee who located the Additional Corporate

Records has cautioned the Monitor against trusting the accuracy and completeness of the Additional Corporate Records.

68. CRA expressly directed the Monitor to not file 2025 T4s unless the Monitor can confirm the completeness and accuracy of the supporting information which it's not able to presently do.
69. While this is no doubt an unwelcome development for the Former Employees, CRA did advise that Former Employees can file 2025 income tax returns in the absence of 2025 T4s based on the records in the possession of the Former Employees.
70. On June 23, 2026, the Monitor issued a letter to the Former Employee (the "**Letter to Former Employees**"), detailing the results of the Monitor's investigation and the steps Former Employees can take to file their own income tax returns. A copy of the Letter to Former Employees has been included in **Schedule "B"**.
71. The Monitor sent a copy of the Letter to Former Employees to those Former Employees whose email the Monitor was in possession of.
72. The Monitor does not expect it will be able to file 2025 T4s to Former Employees at any point in these CCAA proceedings. Firstly, independent analysis of the completeness and accuracy of existing corporate records and the Additional Corporate Records will remain extremely challenging given the state of corporate record keeping prior to the commencement of the CCAA proceedings, something which the Monitor cannot retroactively correct. Secondly, as detailed elsewhere in the Monitor's Fifth Report, the Monitor expects it would need to spend considerable time and effort to review all relevant corporate records and there is simply insufficient cash and/or protection under the Administration Charge to do this work. The result is that the best option for Former Employees is to file their own personal income tax returns as outlined in the Letter to Former Employees.

Management

73. Following the granting of the Monitor's Expanded Powers, Management has effectively ceased its involvement in day-to-day operations. As a result, the Monitor has assumed day-to-day management of the Companies, including with respect to accounting, employee matters, and stakeholder and creditor communications.

CFS#4 FORECAST-TO-ACTUAL ANALYSIS

74. The Monitor has reviewed the operations and cash flows of the Applicants since the date of the Initial Order.

75. The Applicants, with the assistance of the Monitor, prepared CFS#4 which was appended as Schedule “B” to the Koppitz Affidavit. CFS#4 outlined the Applicants’ anticipated cash receipts and disbursements for the period commencing May 25, 2026, and ending on July 24, 2026, (the **“Forecast Period”**).
76. Following the granting of the Monitor’s Expanded Powers, the Monitor proactively took steps to conservatively manage the limited cash available to ensure it was able to address any potential issues that could arise during the Stay Extension period.
77. Attached as **Schedule “C”** to this report is an analysis of the forecast versus actual cash flows beginning May 25, 2026, and ending June 19, 2026, prepared by the Monitor based on information provided by Management. Overall, the ending cash position of the Applicants is higher by approximately \$45,548 due to the following reasons:
- a) lower Standby facility costs than forecasted by \$57,460 due to lower utilities and repairs and maintenance costs than forecasted and timing variances due to utility payment issued and outstanding;
 - b) lower Standby Labour costs than forecasted by \$3,061 noting that there are \$1,123 in employee source deductions for which payment was issued by cheque on June 30, 2026;
 - c) higher Management, sales agent fees in the amount of \$11,563 due to cash flows paid to the CRO under the CRO Agreement and the new QAP for the reasons outlined elsewhere in the Monitor’s Fifth Report; and
 - d) higher Appraisal fees than anticipated in the forecast by an amount of \$3,728.

CFS#5 SUMMARY

78. As of June 19, 2026, collectively the Companies have a total of \$141,372 in cash available broken down as follows:
- a) \$65,737 held in in the Monitor’s trust account;
 - b) \$72,932 held in the RBC Accounts, for which the Monitor presently does not have access; and
 - c) \$\$2,703 held in trust with the CRO.
79. Further, the effective cash of the Companies, after consideration of cheques issued and outstanding as of June 19, 2026, totals \$120,661.

80. The estimated monthly expenses to maintain the Facility and Health Canada Licenses at minimal levels total \$67,288 and include the following:
- a) insurance: \$24,688, per the terms of the insurance agreement;
 - b) utilities: \$20,000, estimated based on recent historical actuals;
 - c) repairs and maintenance provision: \$5,000, estimated based on recent historical actuals;
 - d) salary and Wages: \$7,600, estimated based on recent historical actuals (inclusive of source deductions); and
 - e) Management, sales agent: \$10,000, estimated based on recent historical actuals and the terms of the QAP and Northern Lights CRO Engagement Agreement.
81. Based on the available cash, estimated monthly costs to maintain the Facility, and the Subscription Agreement deposit discussed later in this report (which can be used to maintain the Facility and Health Canada Licenses), the Monitor believes the Companies have sufficient cash on hand through the Revised Stay Extension Date, with approximately 1.5 months of cash available, assuming the Monitor obtains access to the funds held at RBC.

SISP UPDATE AND SUCCESSFUL BIDDER

82. Pursuant to the SISP Order, on May 25, 2026, the Monitor initiated the SISP to solicit offers for a sale of, or investment in, all or substantially all of the Business or Property of the Applicants.
83. On May 25, 2026, the Monitor sent out a SISP Teaser ("**SISP Teaser**") including details on the Business and Property of the Applicants as well as the SISP timeline. A copy of the SISP Teaser is attached hereto as **Schedule "D"**.
84. The Monitor identified over 113 strategic investors, competitors and liquidators (the "**Potential Bidders**"), and sent each of these identified parties a copy of the SISP Teaser. In addition, the SISP Teaser was posted on the Receiver's web page.
85. The SISP was advertised in the Globe & Mail on May 29, 2026, a press release was published in Newswire and Stratcann on May 25, 2026, details of the SISP were included in a Stratcann e-blast on June 2, 2026, and details of the SISP were posted in the Insolvency Insider on May 25, 2026 (collectively the "**Media Advertisements**"). Attached hereto as **Schedule "E"** are copies of the Media Advertisements.
86. An electronic data room was established to allow Potential Bidders who had entered into a Non-

Disclosure Agreement (“**NDA**”) with the Monitor to obtain confidential information pertaining to the SISP. A total of 9 distinct parties executed an NDA and were granted access to the data room.

87. The Monitor’s counsel prepared a form of template Subscription Agreement, contemplating a transaction a sale of, or investment in, all or substantially all of the Business or Property of the Applicants, which was provided to all Potential Bidders who signed an NDA through the data room.
88. Between May 25, 2026, and June 24, 2026, the Monitor coordinated all reasonable requests for additional information and due diligence access from Potential Bidders. This included two physical inspections of the Facility.
89. In order to qualify as a “Qualified Bidder” (as defined in the SISP) a Potential Bidder had to, among other things:
 - a) execute an NDA;
 - b) provide a form of financial disclosure to support the Potential Bidders ability to consummate a transaction;
 - c) provide a bid on an “as is, where is” basis, without surviving representations or warranties of any kind, nature or description by Company, the Monitor, or their agents, advisors or estates;
 - d) investment proposals should contemplate retaining the Health Canada Licenses and contemplate an assumption of the arrears on account of the cannabis levies owing to Health Canada; and
 - e) provide a deposit equal to 10% of the proposed purchase price, refundable to all bidders whose bids were not accepted as the Winning Bid.
90. The deadline to submit offers was set for June 24, 2026. A total of 3 distinct offers (the “**Initial Offers**” or “**Initial Offerors**”) were received within the prescribed deadline. However, none of the bids received initially were deemed competitive.
91. Of the 3 distinct offers received, one was identified as being the superior offer (the “**Superior Offer**” or “**Superior Offeror**”). Although, in its present form, the Superior Offer was determined to not be a viable option.
92. Around the bid deadline the Monitor was advised that an additional offer (“**First Late Offer**” or “**First Late Offeror**”) was expected in the near future with an economic value substantially higher than the 3 bids received within the deadline. In light of the First Late Offeror’s representations regarding the planned value of the First Late Offer, the Monitor believed it was prudent to wait a

reasonable period of time to receive and review the Late Offer.

93. The Monitor immediately reviewed and evaluated the First Late Offer upon receiving it during the afternoon of Friday, June 26, 2026, and determined that it was not a viable option in its initial form. On June 27, 2026, the Monitor provided comments to the First Late Offeror regarding revisions that would render the First Late Offer acceptable. Following Review of the Monitor's comments, the First Late Offeror notified the Monitor that it would be unable to accept the Monitor's proposed revisions and thus withdrew its bid on June 28, 2026.
94. On June 29, 2026, the Monitor was advised that another Potential Bidder may submit a late offer ("**Second Late Offer** or **Second Late Offeror**") where the economic value was expected to be higher than the Superior Offeror.
95. On June 29, 2026, the Monitor and its counsel engaged in discussions with the Second Late Offeror and the Superior Offeror to advise them that urgent submission is required given the bid deadline has already been exceeded.
96. On June 29, 2026, the Monitor and its counsel also notified the Superior Offeror that the Monitor was continuing to evaluate bids received after the deadline and that the Monitor would thus also consider a further bid of Superior Offeror, if the Superior Offeror wished to submit its best and final offer on an urgent basis. The Superior Offeror declined to provide the Monitor with a revised bid.
97. In the evening on June 29, 2026, the Monitor received the Second Late Offer, from Conex Services Inc. ("**Conex**"), whose bid contemplated the highest overall consideration amongst all viable or potentially viable bids received by the Monitor (the "**Successful Bidder**" or the "**Successful Bid**").
98. Additionally, the Successful Bidder offered to immediately deposit into the trust account of the Monitor a material portion of the Subscription Agreement's purchase price beyond the value of the Deposit (as defined in the Subscription Agreement), conditional upon such excess amount not being treated as the Deposit and subject to automatic forfeiture upon any termination of the Subscription Agreement attributable to the Successful Bidder.
99. On the morning of June 30, 2026, the Monitor advised the Successful Bidder that its bid was acceptable in principle, subject to minor revisions and agreement on the particulars of the form of RVO. A redacted copy of the Subscription Agreement is attached hereto as **Schedule "F"**.
100. Given that the Superior Offeror, being the only other bidder who submitted a potentially viable bid to the Monitor, was provided with the opportunity to revise its bid on June 29, 2026, but declined to do so, the Monitor does not consider any SISP participant to have been prejudiced or disadvantaged by the Monitor's exercise of its discretion to consider the bid of the Successful

Bidder following the bid deadline prescribed by the SISP.

101. The Monitor understands that the Successful Bidder is controlled by a person who is related to an officer and director of the CCAA Applicants. Accordingly, the Monitor considered the Successful Bidder to be a related person to Sirona Pharma within the meaning of section 36(5) of the CCAA. The Monitor respectfully submits that good faith efforts were made to sell Sirona Pharma through the SISP and it believes that offer of the Successful Bidder is superior to any other viable offer that the Monitor could have realistically expected to have obtained in the SISP.
102. On July 3, 2026, the Monitor and the Successful Bidder arrived at an agreement in principle as to the definitive form of Subscription Agreement. On July 6, 2026, the Monitor and the Successful Bidder endorsed the Subscription Agreement, back-dated to July 3, 2026.
103. A summary of the particulars of the bids resulting from the SISP, inclusive of pricing information, has been included within the Confidential Supplement to the Monitor's Fifth Report. The Monitor seeks a Restricted Court Access Order with respect to the Confidential Supplement to the Monitor's Fifth Report on the basis that the Confidential Supplement contains sensitive commercial information, the dissemination of which could be prejudicial to the SISP and the successful completion of any future asset sale in the event the Successful Bid does not close.
104. The Monitor considered the following while reviewing the bids received in determining the Successful Bidder:
 - a) the amount offered and the structure of the transactions as an outright purchase, a Reverse Vesting Order ("**RVO**") or otherwise;
 - b) the impact of any other requirements of the Monitor in relation to such offers, such as logistical issues, timing issues and the anticipated costs to the estate in each scenario (if any);
 - c) whether the bidder met the definition of a Qualified Bidder;
 - d) the economic validity of the offer received;
 - e) the valuation of Sirona Pharma versus a liquidation of its assets or any other alternative transaction to the Transaction; and
 - f) impacts on stakeholders and employee considerations.
105. The Monitor is of the view that the approval of the Successful Bid is in the best interest of all stakeholders of the Applicants for the following reasons:

- a) the sales process was carried out in good faith, with due diligence and integrity in accordance with the SISP terms approved by the SISP Order;
- b) there was a broad marketing of the Companies over a reasonable timeframe;
- c) the Successful Bid was negotiated at arm's length and in good faith between the Monitor and Conex;
- d) although received late, the Purchase Price contemplated in the Successful Bid was the highest amongst all bids received in connection with the SISP;
- e) the Monitor believes that the Successful Bid represents the highest and best value realistically obtainable by the Monitor resulting from the SISP or any alternative sales process in light of the following factors:
 - i. as discussed, all of the Initial Offers received were determined to be non-viable and non-competitive by the Monitor;
 - ii. the Purchase Price contemplated in the Successful Bid was the highest amongst all bids received;
 - iii. the Monitor believes that the Purchase Price of the Successful Bid is superior to consideration that would be received on a liquidation basis;
 - iv. Conex provided to the Monitor with a Deposit as contemplated in the SISP;
 - v. Conex has already paid a material portion of the purchase price beyond the Deposit into the Monitor's trust account; and
 - vi. The Successful Bid will preserve the opportunity for all or certain of the staff members of Sirona Pharma to remain employed following the closing of the Transaction.

SISP EXPENSES INCURRED BY THE MONITOR

106. The SISP Order provides that, notwithstanding any of Charges set out in the ARIQ, the Monitor shall be entitled to reimbursement out of the proceeds of any sale for the costs incurred by the Monitor in its implementation of the SISP. The expenses incurred by the Monitor in related to the implementation of the SISP total \$14,342.79 and are outlined below:

- a) Advertising totaling and estimated amount of \$5,695.03 and consisted of:
 - i. \$1,132.79 to StratCann consisting of an e-blast and press release;

- ii. \$250.00 for an advertisement in the Insolvency Insider;
 - iii. \$2,060.00 to CNW Group for a press release; and
 - iv. an estimated \$2,252.24 + HST for an advertisement in the Globe and Mail (per a quote provided to the Monitor).
- b) Travel for viewings of the Facility totalling \$8,647.76 and consisted of:
- i. meals: \$19.67;
 - ii. mileage: \$278.09; and
 - iii. time: \$8,350.00.

KEY TERMS OF THE SUCCESSFUL BID

107. The Transaction contemplated in the Successful Bid is a Subscription Agreement closing pursuant to, and conditional upon this Honourable Court's grant of the RVO. The Subscription Agreement provides that Sirona Pharma shall affect a reorganization such that it cancels all of its existing issued and outstanding shares and issues to the Successful Bidder upon closing securities of a newly created class, such that the Successful Bidder shall become the holder of 100% of the issued and outstanding shares of Sirona Pharma.
108. The Subscription Agreement further provides that all liabilities, contracts, and encumbrances, save for those liabilities, contracts, and encumbrances expressly retained pursuant to the Subscription Agreement, shall vest in Residual Co.
109. The Subscription Agreement treats liabilities (excluding any unpaid excise taxes) relating to the Health Canada License or the Excise License as retained liabilities, such that Sirona Pharma will remain obligated to make payment of levy arrears, interest, penalties, fees, or deposits due and owing in connection with the Health Canada License or the Excise License following Closing.
110. While the Subscription Agreement is not made conditional upon Sirona Pharma retaining its Health Canada License, its Excise License, or upon any governmental approval, it does contemplate the Monitor taking reasonable steps to protect and preserve the Health Canada License. To that end, the Subscription Agreement expressly provides that, subject to this Honourable Court having first granted the RVO, the Monitor shall be at liberty to allocate the Deposit at its discretion towards operational costs relating to the maintenance and preservation of Sirona Pharma's lands or its Health Canada License and Excise License.

111. The Subscription Agreement provides that the closing date is to occur no later than 5 business days following the grant of the RVO.
112. Accordingly, the Monitor is seeking the RVO to facilitate the sale of Sirona Pharma to the Successful Bidder upon the terms described above and detailed in full in the Confidential Supplement to the Monitor's Fifth Report.
113. In finalizing the definitive Subscription Agreement, the Monitor engaged in discussions with the Successful Bidder and FortisAlberta Inc. ("**Fortis**"), in its capacity as the owner of the electric distribution system providing services to Sirona Pharma's lands, concerning the status of two Electric Service Agreements (the "**ESAs**") and caveats in favour of Fortis (the "**Fortis Caveats**") pertaining thereto registered against Sirona Pharma's lands. The ESAs and Fortis Caveats are identified, respectively, as Retained Contracts and Permitted Encumbrances in the Subscription Agreement. Fortis has at all material times served as the distributor of electric utilities to Sirona Pharma.
114. Such discussions concerned, amongst other matters, the status of notices (the "**Disconnection Notices**") sent to the CCAA Applicants on February 9, 2026, and March 19, 2026, by Fortis concerning requests made to Fortis by EPCOR Utilities Inc. ("**EPCOR**") to permanently disconnect electrical utilities from Sirona Pharma's lands for non-payment of accounts owing to EPCOR. The Monitor understands that EPCOR had previously served as a retailer of electricity to Sirona Pharma. A separate retailer, namely Alberta Gas Power, has served as the retailer of electricity to Sirona Pharma during the pendency of these CCAA Proceedings. A recent account statement of EPCOR dated May 13, 2026, rendered to Sirona Pharma by EPCOR shows a balance of \$53,717.33. The Monitor understands this claimed amount to be an unsecured claim of EPCOR, which is not included as a Retained Liability in the Subscription Agreement and is therefore an Excluded Liability. For enhanced clarity for the benefit of the Successful Bidder, the Fortis, and the Monitor, the RVO includes clarifying language confirming that EPCOR is prohibited from requesting or demanding that Fortis disconnect electric utility infrastructure from the Sirona Pharma Lands in connection with any Excluded Liability.

COMMUNICATIONS OF DR. JAGDEEP GUPTA

115. Dr. Jagdeep Gupta served as director of Sirona Pharma Inc. until June 22, 2026, at which point he resigned from his position. On July 3, 2026, and July 4, 2026, Dr. Gupta sent communications by email (the "**Gupta Emails**") to a number of interested parties to these proceedings, including, amongst other persons, the Monitor, the Successful Bidder and its legal counsel, and legal counsel for the CCAA Applicants.

116. The Gupta Emails include particulars of confidential discussions pertaining to the SISP and the Transaction, and the values of bids submitted to the Monitor. For this reason, amongst others, the contents of the Gupta Emails are discussed in greater detail in the Confidential Supplement.
117. In addition to discussing matters pertaining to the SISP, the Gupta Emails seek to impugn the integrity of the SISP by alleging that the Monitor disclosed a supposed “minimum offer threshold” directly or indirectly to SISP participants. The Monitor has determined that Dr. Gupta’s allegations in this regard are baseless, as the Monitor did not establish a “minimum offer threshold” or minimum bid amount, as alleged by Dr. Gupta, and thus cannot have disclosed such threshold to any party.

THIRD-PARTY RELEASES

118. The RVO contemplates this Honourable Court’s grant of third-party releases to certain persons including, without limitation, the Monitor, the Monitor’s legal counsel, legal counsel to the Applicants, and the Applicants’ and Residual Co.’s current and former officers and directors from all claims and liability in connection with the CCAA Proceedings and arising subsequent to the commencement of these CCAA proceedings (the “**Releases**”). The Monitor submits that such limited-scope Releases are necessary and essential to the successful completion of these CCAA proceedings, that the Transaction cannot succeed without the Releases, that all beneficiaries of the Releases have contributed to these CCAA proceedings and the Transaction, and that such Releases provided the released parties with the benefit of finality.
119. As per the terms of the KERP, the Companies agreed to seek a release of liability of the current directors and officers of the Companies (the “**D & Os**”) as compensation for those D & Os continuing to provide services to the Companies and maintain their roles as D & Os during the CCAA proceedings (the “**D & O Releases**”). The terms of the KERP provide that the D & Os’ entitlement to the D & O Releases is subject to the condition that they have not resigned before a Vesting Event. As of the time of the Subscription Agreement’s formation, the only D & Os of Sirona Pharma were Jean Chaisson and Ken Spears.
120. At the time the KERP was approved, the Monitor’s Expanded Powers had neither been contemplated nor approved. As such, the obligation to seek the D & O Releases as part of any sale of the Companies or their assets fell to the Companies.
121. However, the SISP Order directed the Monitor, with the assistance of the Companies, to carry out the SISP. Procedurally, the result is that it is the Monitor who became primarily responsible for marketing, negotiating and seeking approval of any sale arising from the SISP and not the Companies.
122. The Monitor does not seek derogate from the terms of the KERP nor cause the Companies to

breach their obligations to the D & Os simply by matter of the fact that the Monitor's Expanded Powers passed control of management and sale and management to the Monitor.

123. Prior to the SISP Order, the Monitor had little direct engagement with the D & Os, and instead primarily dealt with the CRO and the Companies advisors, including legal counsel. As a result of the foregoing, and given its role as a court officer, the Monitor leaves its to the Companies and the D & Os themselves to address the evidence and argument in support of the D & O Releases.

RESTRICTED COURT ACCESS ORDER

124. The Monitor is seeking a Restricted Court Access Order with respect to the Confidential Supplement to the Monitor's Fifth Report on the basis that it contains commercially sensitive information, including, without limitation, the particulars of the results of the SISP and non-public valuations obtained by the Companies. The dissemination of such information would be prejudicial to the SISP, would disclose commercially sensitive information received by the Monitor from participants in the SISP, and would jeopardize the successful completion and integrity of any future sales process for in the event the approved sale does not close.
125. Monitor's counsel submitted an e-notice to media to restrict access. Attached hereto as **Schedule "G"** is a copy of an email from the Alberta Court of King's Bench dated June 24, 2026, confirming the Monitor's application to restrict access.

THE SECOND ADMINISTRATION CHARGE

126. The Administration Charge of \$500,000 is insufficient to cover the total fees and disbursements of the Monitor, the Monitor's counsel and the Applicants' Counsel (collectively, the "**Professional Fees**"), together with any other fees of the CRO or any other party secured by the Administration Charge that remain unpaid. Professional Fees outstanding and accrued up to, or around, June 19, 2026, total \$545,170, comprised of \$153,779 for the Monitor, \$103,818 for the Monitor's counsel, and \$307,573 for the Applicants' Counsel, demonstrating that the existing Administration Charge is insufficient. The work outlined above does not include negotiating the Transaction and addressing the related issues, preparing the Monitor's Fifth Report and associated application materials, or the costs of closing the Transaction and completing these CCAA proceedings.
127. On the basis of the Monitor's discussions with the Interim Financing lenders, the Monitor does not anticipate that either Interim Financing Lender will agree to lend further amounts the Applicants. Given that the Applicants are not generating positive cash flow, the Monitor thus anticipates that it will be impossible to retire the full balance of the Professional Fees without the grant of further security in support of such Professional Fees. Therefore, the Monitor proposes an additional Second Administration Charge, which supersedes other Charges, in the amount of \$250,000, solely

for Professional Fees.

128. At both the May 8 Stay Extension Application and SISP Application the Monitor confirmed on the record the need for an increased or Second Administration Charge in these CCAA proceedings, understanding that at the time, Professional Fees were close to reaching the \$500,000 cap in the Administration Charge. However, given the limited time for which the Monitor had a chance to respond to the SISP Application, it was not in a position to file a cross application at the time to seek an increase to the Administration Charge at the SISP Application.
129. None of the parties present at the SISP Application opposed the Monitor's Expanded Powers, which included the Monitor carrying out the SISP and stakeholders have benefitted from the Monitor's handling of the Companies' affairs during the Stay Extension and carrying out the SISP.
130. Throughout these CCAA Proceedings, other stakeholders who have protection under the Administration Charge, namely the CRO and Sinclair Range, were paid in full while other Professional Fees was deferred. In particular:
 - a) fees relating to services rendered by the CRO pursuant to the Northern Lights CRO Engagement Letter are paid to date;
 - b) fees related to the CRO under the Sinclair Range Engagement Agreement were paid up to and including May 21, 2026;
 - c) up to and including May 21, 2026, fees payable to Sinclair Range for bookkeeping and controller services were paid in full;
 - d) up to and including May 15, 2026, the fees payable to Sinclair Range for financing services provided were paid in full. As discussed elsewhere in this report, Sinclair Range terminated the financing mandate effective May 19, 2026. At this time, the Monitor makes no comment on the validity or quantum of any fees that may have been earned by Sinclair Range for the period of May 16, 2026 to May 19, 2026; and
 - e) as discussed elsewhere in this Monitor's Fifth Report, Sinclair Range is no longer providing services to the Companies and the Sinclair Range Engagement Agreement ceased to be of effect on June 15, 2026.
131. The scope of the Monitor's mandate in these proceedings has increased significantly beyond what was initially anticipated by the Monitor at the time of the AIRO. Such increased scope includes, without limitation:

- a) assessing and responding to the various claims of Stevan Perry ("**Perry**");
 - b) attending and preparing a report for the March 9, 2026, Application brought by Perry;
 - c) additional services rendered to by the Monitor, at the request of the Applicants, as discussed in this Monitor's Fifth Report and the Monitor's Fourth Report;
 - d) assuming the conduct of the Applicants' business and affairs pursuant to the Monitor's Expanded Powers and the complications that arose immediately (as discussed elsewhere in this Monitor's Fifth Report);
 - e) conducting a SISP with a view to facilitating a complicated transaction closing pursuant to the RVO;
 - f) reviewing and assessing the allegations of Dr. Gupta as set out in the Gupta Emails; and
 - g) the contentious nature of these CCAA proceedings.
132. As a result of the above, the Monitor respectfully requests that the AIRO be amended to add a Second Administration Charge in the amount of \$250,000 to protect the Monitor, the Monitor's counsel and the Applicants' Counsel for services rendered to-date and future services to be rendered to close the Transaction and terminate the CCAA proceedings.
133. In addition, the Monitor anticipates that the future fees to finalize the administration of these proceedings will be roughly \$200,000 given the steps still involved in the administration of the estate including, but not limited to:
- a) time already incurred and not reflected in the above Professional Fees estimate;
 - b) anticipated professional fees related to, without limitation:
 - i. the formation of Residual Co. and the pre-closing reorganization of Sirona Pharma required by the Subscription Agreement;
 - ii. the closing of the Transaction;
 - iii. management of Sirona Pharma until the closing of the Transaction;
 - iv. administration of the CCAA until the termination of these proceedings;
 - v. a further Application of the Monitor authorizing the distribution of the proceeds receipted upon the closing of the Transaction; and

vi. engaging potential dispute with Sinclair Range concerning its non-entitlement to the Bonus.

c) any such other unforeseen matters or complications that may arise.

134. As a result of the above, the Monitor respectfully requests the addition of the Second Administration Charge of \$250,000.

REVISED STAY EXTENSION

135. Pursuant to the SISP Order, the Applicants were granted a stay extension up to and including July 17, 2026. The Monitor is requesting a Revised Stay Extension to August 31, 2026, to support the conclusion of the SISP and closing of the SISP transaction.

136. The Monitor believes that with the cash presently on hand and the Successful Bid deposit which allows, after Court approval of the sale, the Monitor to use the deposit provided to maintain the facility and licenses until closing, there is sufficient cash to support the Companies through the Revised Stay Extension.

137. The Revised Stay Extension Date is supported by CFS#5 and is expected to provide sufficient time for the Monitor to complete the SISP. As discussed elsewhere in this report, CFS#5 details the estimated minimal monthly costs required to maintain the Facility and the Health Canada Licenses throughout the proposed SISP closing while professional fees and other costs continue to accrue.

138. CFS#5 forecasts the Companies will have sufficient funds through the Revised Stay Extension Date assuming the Applicants will have access to the SISP deposit to fund minimal costs required to maintain the Facility and Health Canada Licenses.

139. The Monitor does not believe that any creditor will be materially prejudiced if an extension of the Stay Period to the Revised Stay Extension Date is granted.

RECOMMENDATIONS

140. Based on the matters outlined in this Monitor's Fifth Report, the Monitor respectfully requests that this Honourable Court grant an Order or Orders approving:

a) the activities of the Monitor as outlined herein;

b) the RVO and the Transaction;

c) the replacement of Sirona Pharma in these proceedings with Residual Co.;

- d) the vesting in Residual Co. all liabilities, contracts, and encumbrances of or relating to Sirona Pharma not expressly assumed or retained pursuant to Subscription Agreement;
- e) release of the Monitor, its legal counsel, the Applicants, the Applicants' legal counsel, the current and former directors and officers of the Applicants and Residual Co., amongst certain other persons, from any and all claims or liabilities pertaining to these CCAA proceedings or the Transaction;
- f) releases of current directors and officers as per the terms of the KERP;
- g) the sealing of the Confidential Supplement to the Monitor's Fifth Report;
- h) the Second Administration Charge of \$250,000;
- i) the Revised Stay Extension date; and
- j) such further relief, advice and direction that the Court considers just and warranted in the circumstances.

Dated at Edmonton, this 6th day of July 2026.

ERNST & YOUNG INC.

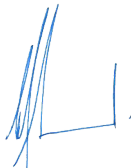
Licensed Insolvency Trustee

acting solely in its capacity as the Monitor of

Sirona Pharma Inc., SuneRa Acreage Holdings Inc.

Acreage Development Corp., and Sirona Farms Inc.

and not in its personal or corporate capacity



Matt McCulloch, CPA, CA, CIRP, LIT
Senior Vice President, Ernst & Young Inc.



Karen Zahacy CPA, CIRP, LIT
Director, Ernst & Young Inc.

SCHEDULE "A"

Karen Zahacy

From: David Blair [REDACTED]
Sent: May 20, 2026 3:05 PM
To: Paul Kourie; Karen Zahacy
Cc: [REDACTED]; David Hyde; Pauline K.Hyde; Maria Daniele; Jean Chiasson; Chris Nyberg
Subject: Re: Final Demand for Payment Prior to Discontinuance of Licensing Services
Follow Up Flag: Follow up
Flag Status: Completed

Paul, acknowledging receipt of your email. I have copied Karen from EY on this email.

We have a meeting tomorrow with EY. We'll discuss at the meeting and I will get back to you tomorrow before end of day.

Regards,
David Blair

On May 20, 2026, at 4:39 PM, Paul Kourie [REDACTED] wrote:

Hi Kate and David,

I hope you are both well. I am following up regarding the two outstanding invoices on account:

1. Invoice 775 R [REDACTED] issued November 26,2025
2. Invoice 796 \$ [REDACTED] issued on April 21,2026

Our next invoice, in the amount of [REDACTED], was due to be issued tomorrow.

We regret to advise that we are at the point where we cannot continue to provide services to Sirona Pharma without the past invoices being settled in full by this Friday, May 22nd at 5pm EST. If payment is not received in full by that date, we will have no alternative but to immediately cease the provision of licensing services to Sirona, including the removal of Jennifer Caldwell as QAP on the license. As a matter of course, we will need to notify Health Canada immediately of any removal of the QAP.

Please confirm receipt of this email and provide the outstanding amount of \$26,225.00 by the above date and time to avoid discontinuance of service. We appreciate your understanding.

Thank you for your immediate attention to this matter,



Paul Kourie

Managing Partner

www.CannaNavigators.com

P: 1-289-272-2662

C: 1-905-541-9943

This email is privileged and confidential. Any unauthorized use or disclosure is prohibited by law.

SCHEDULE “B”

LETTER TO FORMER EMPLOYEES

June 23, 2026

To whom it may concern;

Re: In The Matter of a Plan of Compromise or Arrangement (“CCAA”) of Sirona Pharma Inc., Sunera Acreage Holdings Inc., Acreage Development Corp. and Sirona Farms Inc. (“the Companies”)

Effective November 21, 2025, the Companies were granted an Order (the “**Initial Order**”) by the Alberta Court of King’s Bench (the “**Court**”) and obtained creditor protection under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”). Pursuant to the Initial Order, Ernst & Young Inc. was appointed Monitor of the Companies (the “**Monitor**”). An Amended and Restated Initial Order (“**ARIO**”) was subsequently granted on November 28, 2025, which confirmed the continuation of the CCAA and the appointment of the Monitor.

Pursuant to a further Order of the Court dated May 20, 2026, the Monitor was granted enhanced powers and oversight in respect of certain matters relating to the Companies’ ongoing restructuring.

The Monitor has prepared this communication with the intended purpose of providing additional information to former employees (the “**Former Employees**”) related to outstanding and unfiled T4 tax slips (the “**T4s**”) for 2025.

The Monitor understands that Former Employees have been advised that the Companies presently lack sufficient financial information to accurately prepare T4s, that Former Employees can file income tax returns without T4s using available records in their possession, and Former Employees should seek independent legal advice if they have any questions or concerns.

The Monitor recently became aware that certain additional financial records relating to payroll payments (the “**Additional Financial Records**”) may have been located and shared with the Companies. The Monitor has not yet obtained access to the Additional Financial Records but is actively working to do so. However, concerns remain regarding the completeness and accuracy of the Additional Financial Records.

CRA has directed the Monitor that it should not file T4s unless the Monitor can confirm the completeness and accuracy of the supporting information. At present, the Monitor is unable to confirm the completeness and accuracy of the supporting information and consequently is unable to issue T4s to Former Employees.

CRA has advised that Former Employees should file their 2025 tax returns without T4s following the CRA’s guidance on estimating income without tax slips. For convenience, additional steps and related links are included in **Schedule “A”** to this letter.

Should you have any questions please do not hesitate to contact the undersigned.

Yours very truly,

ERNST & YOUNG INC.

Monitor of Sirona Pharma Inc., Sunera Acreage Holdings Inc., Acreage Development Corp. and Sirona Farms Inc.

and not in its personal capacity

Per:



Karen Zahacy, CPA, CIRP

Schedule “A”

1) Estimate your income without tax slips:

Link: <https://www.canada.ca/en/revenue-agency/services/tax/individuals/topics/about-your-tax-return/tax-return/completing-a-tax-return/tax-slips/a-copy-your-tax-slips.html>

If you do not have access to all of your payroll remittance summary records, you may use the tool described in the step below.

2) Payroll Deductions Online Calculator

Link: <https://www.canada.ca/en/revenue-agency/services/e-services/digital-services-businesses/payroll-deductions-online-calculator.html>

It is the Monitor's understanding that certain Former Employees have cash deposit records of payroll amounts paid to them, payroll remittance summaries or a combination thereof.

Using the CRA Payroll Deductions Online Calculator, the Former Employees can calculate their gross pay and tax withholdings from the net pay proceeds deposited into their account.

The calculator begins with an individual's gross pay and uses that amount to calculate tax withholdings and net pay. Because Former Employees may not have gross pay details, particularly where their records are limited to cash amounts received, they may need to run the calculator several times using estimated gross pay amounts until the calculated net pay matches the amount they received.

The above process will need to be repeated for each amount paid to Former Employees.

The Monitor tested this process using two sample payments and was able to determine the corresponding gross pay and tax withholdings, with the calculated net pay matching the sample amounts received.

SCHEDULE "C"

Sirona Pharma Inc.
CFS#4
Unaudited \$CAD

Cash Flow Week	Forecast	Cumulative	
		Actual	Variance
Week Beginning	25-Apr-26	25-Apr-26	
Week Ending	19-Jun-26	19-Jun-26	
Receipts	-	-	-
Disbursements			
Standby facility costs	161,427	103,967	57,460
Standby labour	38,532	35,470	3,061
Management, sales agent	-	11,563	(11,563)
Tax filings	-	-	-
Appraisal	3,675	7,403	(3,728)
Restructuring fees	74,704	74,704	-
Finance fees	886	570	316
Total disbursements	279,224	233,677	45,548
Net cash flow	(279,224)	(233,677)	45,548
Beginning cash	275,049	275,049	0
Correction to prior period	0	0	0
DIP proceeds	100,000	100,000	0
Ending cash	95,824	141,372	45,548
Per RBC account 5192	65,737	Per RBC transaction repot	
CRO Retainer	2,703	Per CRO Statement of Account	
EY Trust account	72,932	Per EY Trust Account details	
Total	141,372		
Difference	(0)		

SCHEDULE “D”

Sales and Investment Solicitation Process (“SISP”)

Sirona Pharma Inc., SuneRa Acreage Holdings Inc., Acreage Development Corp., and Sirona Farms Inc. (collectively, the “Companies”)
(Canadian Cannabis Business)

Investment Opportunity

- ▶ Effective November 21, 2025, the Companies were granted an Order (the “**Initial Order**”) by the Alberta Court of King’s Bench (the “**Court**”) and obtained creditor protection under the Companies’ Creditors Arrangement Act (“**CCAA**”). Pursuant to the Initial Order, Ernst & Young Inc. was appointed Monitor of the Companies (the “**Monitor**”). An Amended and Restated Initial Order (“**ARIO**”) was subsequently granted on November 28, 2025, which was confirmed the continuation of the CCAA and the appointment of the Monitor.
- ▶ Through the operating entity, Sirona Pharma Inc. (“**Sirona**”), the Companies were in the business of cultivation, processing and wholesale medical distribution of cannabis. Since the onset of these CCAA Proceedings Sirona has been non-operational. However, as of May 6, 2026, the Health Canada Licence of Sirona was reinstated.
- ▶ On May 20, 2026, the Court approved the SISP to pursue a court-approved sale or investment transaction free of liabilities.
- ▶ To facilitate this request for offers to purchase or invest, the Monitor has prepared a data room (“**Data Room**”) which includes, to the extent available from the Companies’ records, a detailed listing of the Property and such other material to assist potential investors and purchasers to conduct such due diligence as those parties may require. Access to the Data Room will only be provided upon submitting the following to the Monitor:
 - 1) an executed Non-Disclosure Agreement (“**NDA**”);
 - 2) bidder identity and principal details; and
 - 3) evidence of financial capacity.

SISP Overview

1 SISP Overview:

- ▶ The SISP solicits proposals for acquisition or investment. Interested parties must execute an NDA, demonstrate financial capability, and submit binding bids on an 'as-is, where-is' basis with a minimum 10% deposit.

2 Property Details (the “Property”):

- ▶ 126,800 sq. ft. indoor facility across three buildings;
- ▶ ~37-acre owned property;
- ▶ ~80,000 sq. ft. cultivation area across four phases (note that phase 4 is not yet complete at ~33,000 sq. ft.);
- ▶ ~14,000 kg estimated annual production capacity; and
- ▶ Integrated processing and EU-GMP aligned infrastructure.

3 Investment Highlights:

- ▶ Turnkey infrastructure;
- ▶ Speed-to-market advantage;
- ▶ International export alignment;
- ▶ Flexible transaction structures (sale or investment); and
- ▶ Court-supervised process.

4 Viewing Dates: between 10:00 AM and 4:00 PM MT

- ▶ Tuesday, June 9, 2026;
- ▶ Wednesday, June 10, 2026; and
- ▶ Tuesday, June 16, 2026.



Disclaimer

The information contained herein has not been independently verified and no representation, express or implied, is given as to its accuracy or completeness. The various deadlines set out herein may be amended from time to time on notice to participants in the SISP, and at the sole discretion of the Monitor.

Contact

The SISP Order, NDA, and teaser are available on the Monitor's website www.ey.com/ca/sirona or through the contacts below.

Matt McCulloch, Senior Vice President
1 (780) 638-6642
matt.mcculloch@parthenon.ey.com

Karen Zahacy, Director
1 (780) 412-2384
karen.zahacy@parthenon.ey.com

Proposed Timeline

Event	Date
Viewing	Listed above, by appointment arranged with the Monitor
Bid Deadline	Monday, June 24, 2026, at 5:00 p.m. MT
Auction (if applicable)	Friday, June 26, 2026, at 10:00 a.m. MT
Transaction Approval Application Hearing	Prior to the expiry of the Stay Period on July 17, 2026
Closing Date Deadline	10 days after Court approval, or as otherwise agreed

SCHEDULE “E”

CPKC workers' union issues strike notice

IBEW representative says wages, high turnover rate are main hurdles to an agreement

ERIC ATKINS
TRANSPORTATION REPORTER

The union that represents railway track signal workers at Canadian Pacific Kansas City Ltd. says it will strike on Sunday morning if contract talks fail to yield an agreement.

CPKC and the International Brotherhood of Electrical Workers have been at the bargaining table since September, and will continue negotiating in Calgary through the weekend with the help of a federally appointed mediator, the railway and the union said separately.

Jason Sommer, senior general chairman of the IBEW's rail division, said wages and a high turnover rate are the main hurdles to an agreement.

"It's at the point here where we've had to issue our [strike] notice because we need to get the company to seriously engage with us on addressing the employee retention and the compensation packages," Mr.



IBEW says railway track signal workers it represents will strike Sunday if a deal isn't reached with CPKC. DON MACDONNELL/AFIP VIA GETTY IMAGES

Sommer said.

Without elaborating, the railway said it has a backup plan in place should the 300 workers strike, and operations will continue.

"We remain committed to bargaining in good faith with IBEW in order to reach a negotiated outcome that is in the best interests of our employees and their families, our customers, and the company," CPKC said in a statement.

The union said in a statement online that its members will strike at 8 a.m. MT on Sunday. The previous five-year contract expired at the end of 2025. The strike vote received support from

96 per cent of the membership. IBEW members install and repair trackside signals and switches as well as warning systems at road crossings on CPKC's Canadian rail network.

The workers – skilled technicians who repair sophisticated safety systems – are paid about \$39 an hour, which is \$4 less than their IBEW counterparts at Canadian National Railway and \$2 less than those at St. Lawrence and Atlantic Railroad, Mr. Sommer said.

"It's a little embarrassing, given that CPKC is such a large company," he said, "but overall that's created huge pressure on the work group because there's no employee retention."

There are more than 40 vacancies in the division, which means workers have to cover two or three positions, creating a stressful work environment, he said.

A work stoppage will be "an irritant" for CPKC and could slow freight and commuter trains on some railways but will not cause serious disruption to supply lines, he said.

A few passenger rail services operate on CPKC lines, including GO Transit in Ontario, Exo in Montreal and TransLink's West Coast Express on B.C.'s lower mainland.

Spokespeople for Exo and

TransLink said they did not anticipate any service disruptions.

"Should a work stoppage proceed, we currently anticipate minimal to no impact on VIA Rail services," said Karl Helou, a spokesman for the railway.

The federal government is looking at changes to the Canada Labour Code, which governs railways and other federally regulated employers. Ottawa has said it wants to "modernize the federal labour relations framework" to protect the economy and employment.

Unions have accused the government of seeking ways to make it harder to strike.

The Railway Association of Canada, a lobby group that represents CPKC, has called for an end to strikes and lockouts during talks assisted by a mediator.

A series of labour disputes has disrupted Canada's transportation network in recent years and renewed worries about the country's reliability as a trading partner.

In 2024, CN and CPKC simultaneously locked out about 10,000 employees, shutting down the country's freight rail network. The same year, the Port of Montreal and B.C.'s ports were hit by employer lockouts, halting much of Canada's global trade.

Bank CEOs say consumer resilience, businesses helped boost profits

STEFANIE MAROTTA
BANKING REPORTER

Canada's biggest banks all posted higher second-quarter profits that topped analysts' expectations, with their chief executives pointing to the resilience of consumers and businesses even as geopolitical and trade uncertainty weigh on segments of the economy.

Royal Bank of Canada chief executive Dave McKay said that even amid slower real estate and commercial activity, he is "impressed" with the resilience of the Canadian economy. Even so, he recommended keeping "eyes wide open" to the impacts of tariffs on specific industry sectors.

Last fall, talks broke down between Ottawa and Washington about lowering Section 232 tariffs on Canadian steel and aluminum.

"There is a little bit of caution there that we're not through Section 232, but I still come back to: This is an important trade deal for both countries. It's pursuing a track that's not dissimilar to the track that happened the last time," Mr. McKay said about the review of the United States-Mexico-Canada Agreement on trade during a conference call with analysts.

"I'm optimistic we'll get to something that's good for both countries, so I'm impressed by the resilience, notwithstanding that Section 232 has impacted the Canadian economy and created some weakness there."

The banking sector is also facing rising competition in its home market, Canada's banking regulator is streamlining the path to becoming a bank to allow more players into the system, and fintechs are ramping up efforts to take market share from the six largest lenders.

Mr. McKay said RBC has the capability to quickly build technology to match platforms offered by innovators. As fraud and cybersecurity concerns mount, clients will be more likely to trust an established bank with their savings and investments, he added.

"Customers are going to be judicious in trust, brand, scale, capability and price," Mr. McKay said.

"We feel fully confident in matching any of the tools out there."

Toronto-Dominion Bank is betting on its Canadian businesses to prop up its growth ambitions as it cuts costs and remedies its off-money-laundering failures in the U.S. The increased focus on the domestic unit comes as competition for deposits ramps up.

TD head of Canadian personal banking Sona Mehta said the bank is not relying on competing on pricing to bolster growth in its personal banking business.

"In the market, we definitely did see, in the second quarter particularly, competitive pricing set in," Ms. Mehta said.

"We're leaning in, competing on speed and specialization rather than price."

Canadian Imperial Bank of Commerce's share price slumped Thursday, falling by 5.4 per cent in Toronto. The bank's stock has outperformed most of its peers in the past year, climbing 60 per cent.

National Bank of Canada analyst Gabriel Dechaine attributed the drop in part to the bank's profit margin on lending, which rose 75 basis points year-over-year, but fell one basis point from the previous quarter, tempering the improvement the bank has posted in recent years. (A basis point is one-tenth of a percentage point.)

While CIBC outperformed peers, it did not surpass expectations for profit margins on lending, he said. Mr. Dechaine also expects margins to flatten amid rising competition for mortgages and deposits.

CIBC chief financial officer Robert Sedran said the bank has reported strong margin progression in recent quarters and the bank is confident in its strategy.

"Competition in Canada is always fairly intense," Mr. Sedran said in an interview.

"When we think about our strategy, we're doing what's right by our clients, and we're not com-

peting in specific areas or specific products with any attempt to gain market share. We are looking to deepen our relationships with our clients, and we will continue to grow that client franchise."

RBC, TD and CIBC each posted stronger earnings that topped analysts' expectations. On Wednesday, Bank of Nova Scotia, Bank of Montreal and National Bank of Canada also reported higher profits than best estimates.

Analysts had expected capital markets activity to continue to bolster profits across the sector while loan growth slows.

RBC's capital markets unit posted earnings of \$1.48-billion, an increase of 23 per cent from a year earlier, driven by higher revenue in global markets and corporate and investment banking. Head of capital markets Derek Neldner said he expects elevated trading and mergers and acquisitions activity to continue as clients navigate heightened uncertainty.

"In terms of the near-term visibility of our pipelines that we see, we continue to be very encouraged by the level of activity, and so that certainly will carry us through a number of quarters," Mr. Neldner said.

"We think a lot of those trends in terms of the environment we're in over the next few years stay intact. They'll ebb and flow a little bit quarter to quarter, but the volatility and the level of uncertainty that we're seeing from a variety of different factors probably persists."

The threat of an economic downturn has pressured consumers and businesses, prompting banks to earmark more money for potential loan defaults in recent years. Some lenders are starting to moderate the amount of money being set aside.

TD set aside \$1-billion in provisions for credit losses – the funds banks set aside to cover loans that may default. That was lower than analysts anticipated and less than the bank reserved in the same quarter last year.

Economic uncertainty, inflation and higher interest rates have weighed on the housing

market and business sentiment, tempering demand for lending, in particular in real estate secured lending (RESL).

"The consumer continues to be resilient; however, when you look at RESL, the rates are a little bit higher than a few months ago, and that is putting pressure on volume for RESL," TD chief financial officer Kelvin Tran said in an interview.

"On the business side, anecdotally, when you talk to clients over time, they say, 'Well, I've been

pausing for some time now and I'm ready to invest.' So, there's confidence in the outlook of Canada."

CIBC also said Thursday that it struck a deal to sell its stake in CIBC Caribbean to Bermuda-based The Bank of N.T. Butterfield & Son for US\$1.6-billion.

"The transaction enables us to allocate capital towards our highest strategic growth priorities," CIBC CEO Harry Culham said.

With a report from James Bradshaw

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LEGALS

NOTICE OF SUPPLEMENTAL CLAIMS PROCEDURE ORDER IN THE CCAA PROCEEDINGS OF CRYSTALLEX INTERNATIONAL CORPORATION ("CRYSTALLEX")

Pursuant to the Order of the Honourable Justice Conway dated May 12, 2026 (the "Supplemental Claims Procedure Order") under the Companies Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA"), Ernst & Young Inc., in its capacity as Court-appointed Monitor of Crystallex (the "Monitor") has been directed to administer the Supplemental Claims Procedure. Capitalized terms not defined herein have the meaning given to those terms in the Supplemental Claims Procedure Order.

Pursuant to the Supplemental Claims Procedure Order, the Monitor is required, within seven business days, to publish on the Monitor's Website notice of this Order and the Supplemental Claims Bar Date and copies of the Proof of Claim forms and instructions; and (b) cause a notice of this Order and the Supplemental Claims Bar Date to be published in each of the Globe and Mail (national edition) and the National Post (national edition) for at least five consecutive days.

If you have any questions regarding the Supplemental Claims Procedure or your potential Post-Filing Claim, please contact the Monitor at the address provided below.

Ernst & Young Inc., the Court-appointed Monitor of Crystallex
EY Tower, 100 Adelaide Street West
P.O. Box 1, Toronto, ON M5H 0B3
Attention: Greg McDonald
Email: greg.mcdonald@parthenon.ey.com

For Persons Submitting a Proof of Claim for a Post-Filing Claim

If you believe that you have a Post-Filing Claim against Crystallex and/or any of its Directors and/or Officers, you must file a Proof of Claim with the Monitor. Copies of the Proof of Claim must also be provided to the Independent Director in accordance with the Supplemental Claims Procedure Order.

All Proofs of Claim in respect of a Post-Filing Claim must be submitted to the Monitor by no later than 5:00 p.m. (Toronto Time) on the Supplemental Claims Bar Date, being July 13, 2026.

ANY PERSON WHO DOES NOT FILE A PROOF OF CLAIM WITH THE MONITOR IN ACCORDANCE WITH THE SUPPLEMENTAL CLAIMS PROCEDURE ORDER OR THE SUPPLEMENTAL CLAIMS BAR DATE SHALL BE FOREVER BARRED FROM ASSERTING OR ENFORCING ANY POST-FILING CLAIM AGAINST CRYSTALLEX OR THE OFFICERS AND/OR DIRECTORS OF CRYSTALLEX.

More information and a copy of the Claims package is available at the Monitor's website at www.ey.com/ca/crystallex.

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EY Parthenon

NOTICE COMMENCEMENT OF SALE AND INVESTMENT SOLICITATION PROCESS (SISP)

Ernst & Young Inc., in its capacity as Court-appointed Monitor (with enhanced powers) (the "Monitor") of Sirona Pharma Inc., SuneRa Acreage Holdings Inc., Acreage Development Corp., and Sirona Farms Inc. (collectively, the "Debtors"), hereby provides notice that the Court approved sale and investment solicitation process (the "SISP") has been commenced as of May 25, 2026.

Further details, including the timeline of key SISP milestones, will be communicated as soon as reasonably practicable and will be made available on the Monitor's website at www.ey.com/ca/sirona.

All inbound expressions of interest, requests for information, and communications regarding the SISP must be directed to the Monitor: Karen Zahacy at (780) 412-2384 or karen.zahacy@parthenon.ey.com.

Ernst & Young Inc., in its capacity as Court-appointed Monitor of Sirona Pharma Inc. et al.

EY Parthenon

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U.S. PCE INFLATION RISES AT FASTEST PACE IN THREE YEARS IN APRIL

U.S. inflation increased at its fastest pace in three years in April, driven by higher energy prices amid the war with Iran, and cementing economists' views that the Federal Reserve could hold interest rates unchanged well into next year.

The Personal Consumption Expenditures Price Index jumped 3.8 per cent in the 12 months through April, the largest rise since May, 2023, the Commerce Department's Bureau of Economic Analysis said on Thursday. PCE inflation advanced by an unrevised 3.5 per cent in March.

Economists polled by Reuters had forecast PCE inflation increasing 3.8 per cent year-on-year. The PCE Price Index rose 0.4 per cent month-on-month in April after shooting up 0.7 per cent in March.

The conflict has disrupted

shipping in the Strait of Hormuz, boosting energy prices, as well as straining global supply chains and causing shortages of a wide range of goods, including fertilizers, aluminum and consumer products.

The national average retail gasoline price shot up 12.3 per cent in April, data from the U.S. Energy Information Administration showed. Gasoline prices have increased more than 50 per cent since the war started at the end of February.

Away from the pain at the pump, consumers are also paying higher prices for other goods and services. Inflation was already elevated before the war, largely because of U.S. President Donald Trump's sweeping import duties.

With inflation rising, Americans are growing frustrated with Mr. Trump's handling of

the economy. A Reuters/Ipsos survey last week showed Mr. Trump's presidential approval rating fell to nearly its lowest level since he returned to the White House, hit by a drop in support among Republicans.

Mr. Trump won the 2024 presidential election in large part because of his promises to lower inflation. Soaring prices threaten his Republican Party's Congressional majority in the November midterm elections.

Excluding the volatile food and energy components, the PCE Price Index increased 3.2 per cent year-on-year in April after rising 3.2 per cent in March. The so-called core PCE inflation gained 0.2 per cent in a monthly basis after advancing 0.3 per cent in March.

The U.S. central bank tracks the PCE inflation measures for its 2-per-cent target. REUTERS

In the Matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA")



NEWS PROVIDED BY
Ernst & Young Inc. →
May 25, 2026, 11:00 ET

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SIRONA PHARMA INC.,
SUNERA ACREAGE HOLDINGS INC., ACREAGE DEVELOPMENT CORP. and SIRONA FARMS INC.
("the Companies")

EDMONTON, AB, May 25, 2026 /CNW/ - Effective November 21, 2025, the Companies were granted an Order (the "Initial Order") by the Alberta Court of King's Bench (the "Court") and obtained creditor protection under the CCAA. Pursuant to the Initial Order, Ernst & Young Inc. was appointed Monitor of the Companies (the "Monitor"). An Amended and Restated Initial Order ("ARIO") was subsequently granted on November 28, 2025, which was confirmed the continuation of the CCAA and the appointment of the Monitor.

Through the operating entity, Sirona Pharma Inc. ("Sirona"), the Companies were in the business of cultivation, processing and wholesale medical distribution of cannabis. Since the onset of these CCAA Proceedings Sirona has been nonoperational. However, as of May 6, 2026, the Health Canada Licence of

Sirona Pharma was reinstated.

Sirona owns a three-building, 126,800 square-foot indoor facility designed for medical cannabis cultivation, processing and distribution (the "Facility"). The Facility is located near Peers, Alberta at 14129 East Bank Road, Yellowhead County, Alberta.

Sale and Investment Solicitation Process ("SISP")

On May 20, 2026, the Court granted an approval of a SISP Order (the "SISP Order") authorizing the Monitor to conduct the SISP for the Companies. The objective of the SISP is to generate interest in the business, undertakings or assets of the Companies, or a combination thereof in the form of outright offers to purchase or investment proposals. The deadline for receipt of Qualified Bids as defined in the SISP is June 24, 2026, at 5:00 p.m. MT, which is subject to change/extension by the Monitor.

The Monitor will be showing the Facility by appointment on the following days between 10:00 AM and 4:00PM. To arrange a viewing, please reach out to the Monitor directly.

Tuesday, June 9, 2026;
Wednesday, June 10, 2026; and
Tuesday, June 16, 2026.

For additional information on the SISP and to participate therein, please contact the following representatives of the Monitor:

Matt McCulloch, CA, CPA, CIRP, LIT
Senior Vice President
matt.mcculloch@parthenon.ey.com

Karen Zahacy CPA, CIRP
Director
karen.zahacy@parthenon.ey.com

A copy of the SISP Order can be found on the Monitor's website at www.ey.com/ca/sirona. Further materials, including orders of the Court, Monitor's reports and other information relating to these CCAA proceedings are also included on the Monitor's website.

If you are unable to obtain a copy of the documents filed on the Monitor's website or have questions about the CCAA proceedings, please contact Karen Zahacy by email at karen.zahacy@parthenon.ey.com or at (780) 412-2384.

KNOW WHAT YOU GROW.



CCAA Monitor Launches Sale and Investment Process for Sirona Pharma

MAY 25, 2026 | [CONTRIBUTOR](#) | [BUSINESS](#), [CANNABIS NEWS](#), [OTHER](#), [PRODUCERS](#)

Sirona Pharma Inc., Sunera Acreage Holdings Inc., Acreage Development Corp., and Sirona Farms Inc. have entered CCAA protection as the court-appointed monitor launches a sale and investment solicitation process (SISP) for their Alberta cannabis assets.

Effective November 21, 2025, the Companies were granted an Order (the “Initial Order”) by the Alberta Court of King’s Bench (the “Court”) and obtained creditor protection under the CCAA. Pursuant to the Initial Order, Ernst & Young Inc. was appointed Monitor of the Companies (the

“Monitor”). An Amended and Restated Initial Order (“ARIO”) was subsequently granted on November 28, 2025, which confirmed the continuation of the CCAA and the appointment of the Monitor.

Through the operating entity, Sirona Pharma Inc. (“Sirona”), the Companies were in the business of cultivation, processing and wholesale medical distribution of cannabis. Since the onset of these CCAA Proceedings, Sirona has been nonoperational. However, as of **May 6, 2026**, Sirona Pharma’s Health Canada Licence was reinstated.

Sirona owns a three-building, 126,800 square-foot indoor facility designed for medical cannabis cultivation, processing and distribution (the “Facility”). The Facility is located near Peers, Alberta, at 14129 East Bank Road in Yellowhead County.

Sale and Investment Solicitation Process (“SISP”)

On **May 20, 2026**, the Court granted an approval of a SISP Order (the “SISP Order”) authorizing the Monitor to conduct the SISP for the Companies. The objective of the SISP is to generate interest in the business, undertakings or assets of the Companies, or a combination thereof, in the form of outright offers to purchase or investment proposals.

The deadline for receipt of Qualified Bids, as defined in the SISP, is **June 24, 2026, at 5:00 p.m. MT**, which is subject to change/extension by the Monitor.



The Monitor will be showing the Facility by appointment on the following days between 10:00 AM and 4:00PM. To arrange a viewing, please reach out to the Monitor directly.

- Tuesday, **June 9**, 2026;
- Wednesday, **June 10**, 2026; and
- Tuesday, **June 16**, 2026.

For additional information on the SISP and to participate, please contact the following representatives of the Monitor:

- **Matt McCulloch**, CA, CPA, CIRP, LIT, *Senior Vice President*,
matt.mcculloch@parthenon.ey.com

- **Karen Zahacy** CPA, CIRP, *Director*, karen.zahacy@parthenon.ey.com

A copy of the SISP Order can be found on the Monitor's website at www.ey.com/ca/sirona. Further materials, including orders of the Court, Monitor's reports and other information relating to these CCAA proceedings, are also available on the Monitor's website.

If you are unable to access the documents filed on the Monitor's website or have questions about the CCAA proceedings, please contact Karen Zahacy by email at karen.zahacy@parthenon.ey.com or at 1 (780) 412-2384.

Content contributed by: Ernst & Young Inc., Parthenon EY

[CCAA](#)

[SISP](#)

From: StratCann <info@stratcann.com>
Sent: June 2, 2026 7:45 AM
To: Karen Zahacy
Subject: Sirona SISP Investment Opportunity – Invitation to Submit Proposals

You don't often get email from info@stratcann.com. [Learn why this is important](#)



BROUGHT TO YOU BY EY PARTHENON:

Investment Opportunity: Sirona Pharma SISP



A court-approved Sales and Investment Solicitation Process (the “SISP”) is now underway for Sirona Pharma Inc., SuneRa Acreage Holdings Inc., Acreage Development Corp., and Sirona Farms Inc. (together, the “Companies”), a Canadian cannabis business.

The Companies are currently operating under the protection of the Companies’ Creditors Arrangement Act (the “CCAA”). On May 20, 2026, the Court authorized a process to pursue a sale or investment transaction free and clear of existing liabilities. This comes at a timely moment, as Sirona Pharma Inc.’s Health Canada licence was reinstated on May 6, 2026.

The opportunity includes a 126,800 sq. ft. indoor facility on approximately 37 acres of owned property, which features integrated processing and EU-GMP-aligned infrastructure. Investment highlights include turnkey infrastructure, speed-to-market advantage, and international export alignment.

Property Details:

- 126,800 sq. ft. indoor facility across three buildings
- ~37-acre owned property
- ~80,000 sq. ft. cultivation area across four phases (note that phase 4 is not yet complete at ~33,000 sq. ft.)
- ~14,000 kg estimated annual production capacity
- Integrated processing and EU-GMP aligned infrastructure.

Investment Highlights:

- Turnkey infrastructure
- Speed-to-market advantage
- International export alignment
- Flexible transaction structures (sale or investment)

Viewing: June 9, 10, 16

- 10:00am - 4:00pm MT
- By appointment only

The Monitor is inviting proposals for acquisition or investment, with a **bidding deadline of Monday, June 24, 2026**. Interested parties are invited to **request access to the Data Room**, which provides detailed property information and supporting due diligence materials. Access will be available upon receipt of an NDA, bidder details, and evidence of financial capacity.

The SISP Order, NDA, and teaser are available at ey.com/ca/sirona or through the contacts below.

Matt McCulloch, Senior Vice President

1 (780) 638-6642, matt.mcculloch@parthenon.ey.com

Karen Zahacy, Director

1 (780) 412-2384, karen.zahacy@parthenon.ey.com

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Karen Zahacy

From: Insolvency Insider <editor@insolvencyinsider.ca>
Sent: May 25, 2026 5:01 AM
To: Karen Zahacy
Subject: Crypto ATM giant gets Canadian recognition; Receivership granted over CCAA after \$53 million trucking default

May 25, 2026

Crypto ATM giant gets Canadian recognition; Receivership granted over CCAA after \$53 million trucking default



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Recent Filings

Lion Force Transport Inc. et al., a Brampton-based trucking group, was placed into receivership on May 15 on application by **RBC**, owed approximately \$53 million, with the Ontario Court dismissing a competing application for CCAA protection brought by the companies. The decision turned on a rapid erosion of confidence in a management-led restructuring after months of defaults and forbearance extensions, with **RBC** pointing to unpaid drivers, fuel supplier arrears, more than \$500,000 in property tax arrears, a \$623,703.86 **WSIB** garnishment notice, cancelled **EDC** receivables insurance and equipment spread across the US and Mexico. **Lion Force** proposed a 10-day CCAA stay built around selling its Brampton head office, shrinking the fleet, improving truck utilization and using DIP financing to stabilize operations, but Justice Myers found the plan too thin, the proposed priming and pre-filing carrier payments too uncertain, and the competing creditor landscape better suited to a receivership. **Fuller Landau** is the receiver, with authority to apply for Chapter 15 recognition if necessary. Counsel is **Aird & Berlis** for **RBC**, **Miller Thomson** and **Cozen O'Connor** for the companies, **BLG** for the receiver, **Cassels** for the proposed monitor, **Blaney McMurtry** for **TD Equipment Finance**, and **Blakes** for **Ten Leasing**. [Read the full story.](#)



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Bitcoin Depot and certain subsidiaries, which reportedly operated the largest network of Bitcoin ATMs in North America, obtained recognition of its US Chapter 11 proceeding as a foreign main proceeding under Part IV of the CCAA on May 22. The recognition proceeding is the Canadian component of a broader liquidation of a crypto ATM business whose approximately 9,700 kiosks, including approximately 300 in Canada, had all been taken offline by the petition date after escalating litigation, regulatory and compliance pressures caused revenues to deteriorate sharply. The debtors entered Chapter 11 with approximately \$15.8 million in funded debt, Canadian litigation exposure that includes an approximately \$18.5 million arbitration award, and a business model tied almost entirely to kiosk revenue, which generated approximately \$613.6 million in FY2025. The restructuring is not aimed at restarting the network; the debtors intend to monetize assets through a sale process, establish a liquidation trust and seek confirmation of a liquidating plan within 45 to 60 days, with the Canadian recognition relief supporting that US-led wind-down. **Alvarez & Marsal** is the information officer. **Portage Point** is financial advisor, and **Thomas Studebaker** was appointed CRO. Counsel is **Osler** for the companies, **Blakes** for the information officer, and **Bennett Jones** for **Silverview**. [Read the full story](#).

Ecolomondo Corporation (TSXV:ECM) and four related entities, a group of cleantech companies with a tire recycling facility in Hawkesbury, Ontario, obtained CCAA protection on May 21. The filing follows years of effort to commercialize the company's proprietary thermal decomposition technology, including a \$32.1 million **EDC**-financed Hawkesbury facility that was expected to process up to 1.5 million end-of-life tires annually but was hampered by COVID-19 delays, under-engineered equipment, breakdowns, cost overruns and repeated shutdowns. **EDC**, owed approximately \$54.6 million including accrued interest, is providing DIP financing, after **Ecolomondo** failed to satisfy a key funding condition requiring a \$500,000 injection into **Ecolomondo Hawkesbury** by the end of April, leaving the group insolvent and without a workable liquidity solution outside CCAA proceedings. The restructuring is expected to focus on

stabilizing the business, assessing whether operations should continue or move into care and maintenance, and launching a SISP aimed at preserving value. **KPMG** is the monitor. Counsel is **Sarrazin Plourde** for the debtors, and **McCarthy Tétrault** for the monitor. [Read the full story.](#)

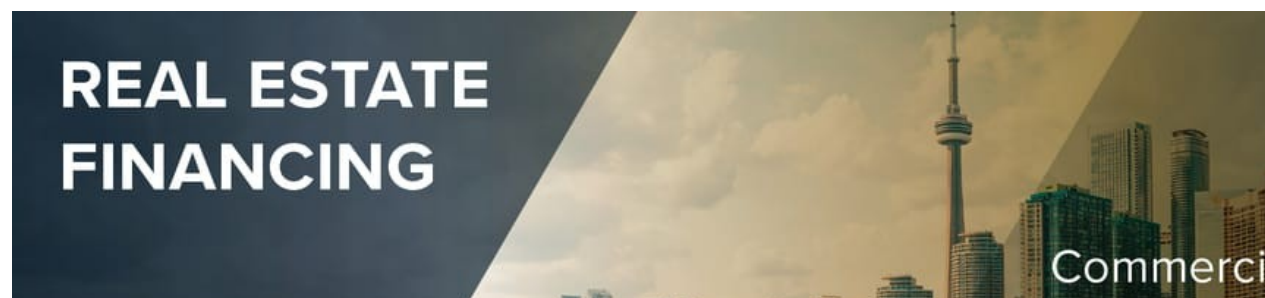
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Seafood 2000 Ltd., a Georgetown, Prince Edward Island lobster processor and distributor, obtained CCAA protection on May 15 after a liquidity crunch left it without enough cash to fund lobster purchases, payroll and other operating needs during the critical spring lobster season. The filing comes less than two years after **Etienne Dodier**, **Louis Landry** and **Conrad Leger** acquired the long-running business for \$22.7 million, backed by \$16.2 million in **FCC** financing and \$6 million in vendor take-back debt, and then shifted the company toward a more working-capital-intensive direct-sales model aimed at Canada, the US, Europe and Asia. With **Seafood 2000** buying an average of 250,000 pounds of live lobster per week from 8 PEI wharfs, the immediate pressure was a May 15 payment of \$1.75 million to \$2.15 million to lobster fishers, while broader challenges included rising lobster, storage, transportation and packaging costs, tariff uncertainty, fuel costs, pricing volatility and failed efforts to expand its **NBC** operating line. The company, which has about \$26.5 million in assets and \$22.4 million in estimated creditor claims, including approximately \$16 million owing to **FCC** and \$2.1 million owing to **NBC**, intends to continue operating with monitor oversight and DIP funding from **Finance PEI** while it works on a broader operational restructuring. **MNP** is the monitor and **Resolve Advisory** is the company's financial advisor. Counsel is **Cox & Palmer** for **Seafood 2000**, **McInnes Cooper** for **FCC**, and **Gowling WLG** for **NBC**. [Read the full story.](#)

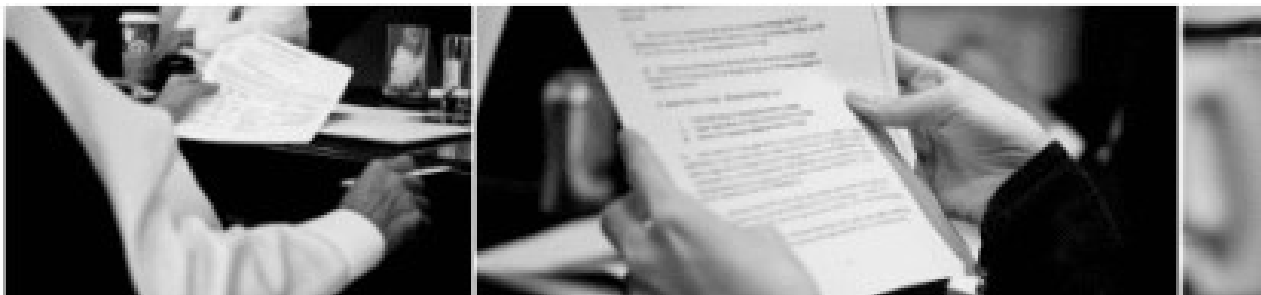
CYMI Canada Inc., the Canadian operating subsidiary of Spanish electrical and industrial infrastructure group **Control y Montajes Industriales**, filed a notice of intention to make a proposal on May 12 after loss-making projects, delayed collections,

unreleased holdbacks and a dispute on the **Gordie Howe International Bridge Project** pushed the company into a liquidity crisis. The electrical installation and specialty contractor, part of a global **CYMI** group with more than 700 professionals across 4 continents, says project cost overruns, execution delays, design changes, productivity issues and unrecovered claims strained liquidity and forced greater reliance on external financing. The **Gordie Howe** dispute is central to the filing: **CYMI Canada** performed electrical works tied to the Canadian Port of Entry and bridge-related works spanning Canada and the US, incurred significant additional costs, received only partial proposed compensation after negotiations, and then faced a termination for convenience and arbitration proceedings. The company lists approximately \$24.4 million in creditor claims, largely intercompany or affiliate claims owed to **CYMI Spain** and **CYMI US**, with other listed creditors including **Alltrade Industrial Contractors**, **ABB Inc.**, **CRA** and the **ICC International Court of Arbitration**. **TDB Restructuring** is the proposal trustee. Counsel is **Gardiner Roberts** for **CYMI Canada**. [Read the full story.](#)



CHG Canadian Holdings Inc. and **Planta Queen Inc.**, the Canadian entities tied to **PLANTA's** Toronto restaurant operations, were placed in receivership on May 19 on application by **RBC**, owed nearly \$1 million. The Court adjourned **RBC's** request to extend the receivership to **Temperenceco Inc.** ([which appears to be connected](#) to **Chase Restaurant and Bar**, also located in Toronto), **2 Temperenceco Inc.**, **Thunder Alley Group LP 1** and **Thunder Alley Group Inc.** until May 27. The receivership marks the Canadian wind-down of a Toronto-born plant-based dining brand that grew from its Yorkville and Queen West restaurants into a broader North American concept. **RBC** moved after months of reporting covenant defaults, missed financial and **CRA**-related deliverables, and an unanswered November demand for payment. **Fuller Landau** is the receiver. Counsel is **Aird & Berlis** for **RBC**. [Read the full story.](#)

1382769 Ontario Limited, operating as **Kelsey's Gardiners Restaurant**, and **1622356 Ontario Limited**, operating as **Montana's Restaurant**, each filed notices of intention to make a proposal on May 1. The filings are intended to preserve a sale process for two adjacent Kingston franchise restaurants after **CRA** asserted unpaid HST and corporate tax claims and threatened to freeze or garnish the companies' bank accounts just days before a planned going-concern transaction was expected to close. The companies, which operate **Kelsey's** and **Montana's** restaurants at **RioCan Centre Mall** and employ approximately 100 people, say the threatened enforcement would have disrupted payroll, rent, supplier and franchisor payments, impaired their franchise and lease rights, and made the sale impossible. The NOIs are a targeted sale-preservation proceeding rather than an operating collapse, with the businesses continuing to trade without interim financing while they work with the pre-filing purchaser and franchisor **Recipe Unlimited** to convert the existing transaction into a stalking horse bid, seek approval of a SISP, run the sale process and distribute proceeds according to priorities. **Albert Gelman** is the proposal trustee. Counsel is **Perley-Robertson, Hill & McDougall** for the companies, and **Miller Thomson** for the proposal trustee. [Read the full story.](#)



Insolvency Stories in the News

Onni Development Capital Corp.'s proposed receivership purchase of **HBC's** former 617,628-square-foot downtown Vancouver flagship at 674 Granville St. could unlock a major mixed-use redevelopment opportunity, but the deal remains subject to Ontario

Court approval, with heritage constraints, deferred maintenance and modern retail economics shaping what becomes of one of the most prominent assets left from the retailer's collapse. [More from BIV.](#)

O'KEEFE & SULL

Atlantic Canada Insolvency

The receivership of **Victoria Gold's Eagle Gold Mine** is now projected to push cleanup costs past \$300 million and potentially reach \$377.5 million by September, with the Yukon government having loaned up to \$220 million to fund remediation while a possible sale to **Boroo** remains central to whether public funds, secured creditors and \$82.7 million in unsecured creditor claims are repaid. [More from CBC News.](#)



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Burgundy Diamond Mines is reportedly weighing a sale of the **Ekati Diamond Mine** while operating under creditor protection, as weak rough diamond prices, softer demand,

lab-grown competition and broader stress across the natural diamond sector drive financial restructuring and potential consolidation around one of Canada's best-known diamond assets. [More from Diamond World.](#)



Deloitte, trustee of bankrupt Guelph developer **Reid's Heritage Properties**, is seeking approval to liquidate assets, impose a 6-month stay on secured creditor proceedings and secure priority funding for further investigation, with 133 creditors owed \$117.3 million, including \$99.3 million in unsecured claims, and potential recoveries tied to real estate interests, alleged insider transfers, Cayman Islands bonds and US real estate investments. [More from Guelph Today.](#)

Document Library Updates

Have you subscribed to our new [Document Library service](#) yet? If not, you've missed out on last Thursday's subscribers-only email where we discussed:

- a clash on recognition between two US courts in the insolvency of **Asbestos Corp.**; and
- how pre-construction homebuyers across the country are challenging the assignment or disclaimer of their purchase agreements in various insolvency proceedings.

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Assets for Sale / Opportunities

Ernst & Young Inc., in its capacity as Court appointed Monitor (with enhanced powers) (the “**Monitor**”) of **Sirona Pharma Inc.**, **SuneRa Acreage Holdings Inc.**, **Acreage Development Corp.**, and **Sirona Farms Inc.** (collectively, the “**Debtors**”), hereby

provides notice that the Court approved sale and investment solicitation process (the “**SISP**”) has been commenced as of May 25, 2026. Further details, including the timeline of key SISP milestones, will be communicated as soon as reasonably practicable and will be made available on the Monitor’s website at www.ey.com/ca/sirona. All inbound expressions of interest, requests for information, and communications regarding the SISP must be directed to the Monitor: **Karen Zahacy** at **(780) 412-2384** or karen.zahacy@parthenon.ey.com.

S.R. Stack & Company (2023) Ltd., solely in its capacity as Proposal Trustee in the Notice of Intention to Make A Proposal of **Pitter Patter Daycare Inc.** (“**Pitter Patter**”) is conducting a SISP for the shares or assets of Pitter Patter. Pitter Patter currently operates four childcare locations in Newfoundland and Labrador, two of these locations are owned by Pitter Patter. For additional information, including the NDA and Solicitation Letter, please click [here](#) or contact the Proposal Trustee at sean@srstack.ca

Crowe Soberman Inc., in its capacity as Proposal Trustee of **HelloMD Corporation**, is conducting a sales process for HelloMD’s business and assets. HelloMD is a tech-enabled platform for medical cannabis access and patient support. Through virtual consultations, the platform connects patients with licensed healthcare practitioners to obtain or renew medical cannabis authorizations, and provides a convenient, fully digital alternative to traditional in-person care. HelloMD incorporates a B2B partnership model, providing its technology and patient onboarding capabilities to licensed producers, clinics and practitioners. Through these relationships, HelloMD enables patient acquisition and engagement, generating revenue as a service provider within the broader cannabis ecosystem. HelloMD’s key assets include: diverse LP partnership agreements, established outsourced services agreements, accounts receivable, loss carry-forwards of \$5M, in-house workflow, and CRM/BI Platforms with \$2M of engineering invested. All bids must be submitted to the Proposal Trustee no later than **5:00 PM (EST) on June 11, 2026**. Interested parties are encouraged to review Teaser Letter [here](#) and to execute a non-disclosure agreement to access additional information via a virtual data room. You may contact anson.tan@crowesoberman.com or csi.admin@crowesoberman.com for more information.

C. Cheveldave & Associates Ltd. in its capacity as Court Appointed Liquidator of Witmar Holdings Ltd. has retained CBRE / William Wright and is offering ten (10) single family

lots located in the Lower Mission (Pandosy Village) neighbourhood in Kelowna, BC. This offering presents a compelling opportunity to acquire some of the most desirable land in the Lower Mission area of Kelowna. For additional information, please contact any member of the sales team: **Lance Coulson** – lance.coulson@cbre.com +1 604 662 5141; **Jeff Hancock** – jeff.hancock@williamwright.ca +1 604 358 6161; **Shelby Kostyshen** – shelby.kostyshen@williamwright.ca +1 250 808 1442.

Crowe MacKay & Company Ltd., solely in its capacity as Proposal Trustee in the Notice of Intention to Make a Proposal of Addy Technology Corp. (“**Addy**”) is conducting a sale and investment solicitation process (“**SISP**”) for the shares or assets of Addy. Addy is a financial technology company whose principal asset is a digital platform that facilitates fractional investments in Canadian real estate. Interested parties are encouraged to execute a non-disclosure agreement for access to additional information. All bids must be submitted to the Proposal Trustee by no later than 12:00pm (Pacific) on May 14, 2026. For more information, please see the attached teaser letter [HERE](#) or contact the Proposal Trustee at sarah.sabbagh@crowemackay.ca
Need to promote a distressed asset sale? [Email us](#).

Creditor Notices

NOTICE is hereby given that on April 23, 2026, the Court of King’s Bench of Alberta granted a Claims Process Order in the ongoing *Companies’ Creditors Arrangement Act* proceedings of **RDFN FUM Natural Products Ltd.** and **RDFN FUM Natural Products Inc.** (the “**Debtors**”). Pursuant to the Claims Process Order, **Alvarez & Marsal Canada Inc.** as the Monitor was required, by **April 30, 2026**, to send a notice to each known creditor of the Debtor (the “**Notice to Creditor**”), advising such creditors of claims process. A copy of the Claims Process Order may be viewed [HERE](#). The Claims Process Order provides that any creditor who wishes to assert a claim against the Debtors must complete and return to the Monitor, **on or before 5:00 PM (MST) on June 15, 2026**, a proof of claim form, barring which such claims will be forever extinguished. The proof of claim form can be found [HERE](#). [Further information](#).

NOTICE is hereby given that on April 21, 2026, **THC Biomed Ltd.** sought and obtained an Initial Order pursuant to the CCAA, under Court No. S-262706 from the Supreme Court of British Columbia Vancouver Registry. Pursuant to the Initial Order, MNP Ltd. was appointed as the Monitor of the Company. This notice is provided in accordance with paragraph 49 of the Initial Order and Section 23(1)(a) of the CCAA. Information relating to the CCAA proceedings, including court orders, Monitor's reports and notices to creditors, can be found on the [Monitor's website](#).

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From the Editor

[Dina Kovacevic](#) is the editor of the Insolvency Insider publication.

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SCHEDULE “F”

SUBSCRIPTION AGREEMENT

ERNST & YOUNG INC.
AS THE MONITOR OF THE COMPANY

-AND-

SIRONA PHARMA INC.
AS THE COMPANY

-AND-

CONEX SERVICES INC.
AS THE PURCHASER

TABLE OF CONTENTS

	Page
Article 1 INTERPRETATION	2
1.1 Definitions	2
1.2 Statutes	8
1.3 Headings, Table of Contents, etc.	8
1.4 Gender and Number	9
1.5 Currency.....	9
1.6 Certain Phrases	9
1.7 Invalidity of Provisions.....	9
1.8 Entire Agreement.....	9
1.9 Waiver, Amendment.....	9
1.10 Governing Law; Jurisdiction and Venue	9
1.11 Incorporation of Schedules.....	9
1.12 Accounting Terms	10
1.13 Non-Business Days.....	10
1.14 Computation of Time Periods	10
Article 2 SUBSCRIPTION AND ASSET PURCHASE	10
2.1 Agreement to Subscribe for and Issue Purchased Shares.....	10
2.2 Excluded Assets.....	11
2.3 Excluded Contracts.....	11
2.4 Retained Liabilities.....	11
2.5 Excluded Liabilities	11
2.6 Nominee Purchaser.....	12
Article 3 PURCHASE PRICE AND RELATED MATTERS	12
3.1 Purchase Price	12
3.2 Deposit	12
3.3 Pre-Closing Deposit Allocation	12
3.4 Satisfaction of Purchase Price	13
3.5 Interest	13
3.6 Manner of Payment and Interest	14
Article 4 REPRESENTATIONS AND WARRANTIES OF THE MONITOR.....	14
4.1 Authorization to Complete Transaction.....	14
4.2 Execution and Enforceability of Obligations	14
4.3 Securities Law	14
Article 5 REPRESENTATIONS AND WARRANTIES OF PURCHASER	14
5.1 Execution and Enforceability of Obligations	14
5.2 Existence and Good Standing	14

TABLE OF CONTENTS (CONTINUED)

	Page
5.3 Absence of Conflicts	15
5.4 Approvals and Consents.....	15
5.5 No Actions	15
5.6 Availability of Funds.....	15
5.7 Residence and GST Registration	15
5.8 Securities Law Matters.....	15
Article 6 AS IS, WHERE IS	16
Article 7 CONDITIONS	17
7.1 Conditions for the Benefit of the Purchaser and Company	17
7.2 Conditions for the Benefit of the Purchaser	17
7.3 Conditions for the Benefit of the Monitor	18
Article 8 ADDITIONAL AGREEMENTS OF THE PARTIES.....	18
8.1 Access to Books and Records.....	18
8.2 Authorizations and Licenses.....	19
8.3 Covenants Relating to the Interim Period	19
8.4 Insurance Matters.....	19
8.5 Employee Matters.....	19
8.6 Personal Information and Privacy.....	20
8.7 Fees and Costs.....	20
8.8 Indemnification	21
Article 9 INSOLVENCY PROVISIONS	21
9.1 The Monitor.....	21
9.2 CCAA Proceedings.....	21
Article 10 TERMINATION	21
10.1 Termination.....	21
10.2 Effect of Termination.....	22
Article 11 CLOSING	22
11.1 Location and Time of the Closing	22
11.2 Monitor's Deliveries at Closing.....	22
11.3 Purchaser's Deliveries at Closing.....	23
11.4 Monitor's Closing Certificate.....	23
11.5 Simultaneous Transactions	23
Article 12 GENERAL MATTERS	23
12.1 Injunctive Relief	23
12.2 Survival	24
12.3 Assignment; Binding Effect	24

TABLE OF CONTENTS (CONTINUED)

	Page
12.4 Notices.....	24
12.5 Confidentiality and Public Announcements	25
12.6 Time is of the Essence.....	26
12.7 Counterparts; Electronic Signatures	26
SCHEDULE 1 APPROVAL AND REVERSE VESTING ORDER	28
SCHEDULE 2 PERMITTED ENCUMBRANCES	29
SCHEDULE 3 EXCLUDED ASSETS	30
SCHEDULE 4 RETAINED CONTRACTS.....	31
SCHEDULE 5 RETAINED LIABILITIES	32
SCHEDULE 6 IMPLEMENTATION STEPS	33

THIS SUBSCRIPTION AGREEMENT is made as of 3rd day of July, 2026.

BETWEEN:

ERNST & YOUNG INC., in its capacity as the Court-appointed Monitor of Sirona Pharma Inc., Sunera Acreage Holdings Inc., Acreage Development Corp., and Sirona Farms Inc., and not in its personal or corporate capacity

(the **"Monitor"**)

-and-

CONEX SERVICES INC. a corporation incorporated pursuant to the laws of the Province of Alberta

(the **"Purchaser"**)

RECITALS:

- A. On November 21, 2025, Sirona Pharma Inc. (the **"Company"**), Sunera Acreage Holdings Inc., Acreage Development Corp., and Sirona Farms Inc. (collectively, the **"CCAA Applicants"**), commenced proceedings pursuant to the CCAA (as defined below) before the Court of King's Bench of Alberta (the **"Court"**) in the matter of Court File No. 2503-23802 (the **"CCAA Proceedings"**) to, among other things, seek creditor protection.
- B. Ernst & Young Inc. (the **"Monitor"**) is the Court-appointed Monitor of the CCAA Applicants in the CCAA Proceedings.
- C. Acreage Development Corp. (**"Acreage Development"**) is the holder of 100% of the issued and outstanding securities of the Company.
- D. The Company is a licensed cannabis producer, operating pursuant to the Cannabis Act (as defined below) and applicable provincial and municipal legislation in Alberta, engaged in the business of, without limitation, the cultivation, processing, and sale of certain cannabis products (collectively, the **"Business"**).
- E. On May 20, 2026, the Court granted an Order (the **"SISP Order"**) in the CCAA Proceedings, which, amongst other things:
 - i. Approved a Sales and Investment Solicitation Process (the **"SISP"**) concerning a process for the marketing and sale of assets of the CCAA Applicants;
 - ii. Expanded and enhanced the Monitor's powers in connection with the CCAA Proceedings by granting the Monitor with the power to, without limitation, oversee and direct the business of the CCAA Applicants, enter into contracts or agreements in respect of the CCAA Applicants, and implement and supervise the SISP.
- F. The Monitor has selected the Purchaser as the Successful Bidder (as defined in the SISP), and as such, the Purchaser has agreed to subscribe for, and the Monitor has agreed to cause the

Company to issue, the Purchased Shares (as defined below) on and pursuant to the terms set forth herein and other provisions of the CCAA, the SISP (as defined below) and the Approval and Reverse Vesting Order (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

"Administration Charge" has the meaning given to it in the Initial Order.

"Affiliate" has the meaning set out in the BCA.

"Agreement" means this subscription agreement and all schedules hereto, in each case as the same may be amended and restated from time to time in accordance with the terms hereof.

"Applicable Law" means, in respect of any Person, property, transaction or event, any domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including common law and civil law), statute, ordinance, rule, regulation, restriction, limit, by-law (zoning or otherwise), judgment, order, or direction, that applies in whole or in part to such Person, property, transaction or event.

"Approval and Reverse Vesting Order" means the approval and vesting Order of the Court, among other things, (i) approving the Transaction; (ii) vesting out of the Company, all Excluded Assets, Excluded Contracts and Excluded Liabilities, and discharging all Encumbrances against the Company and the Retained Assets except only the Permitted Encumbrances; (iii) authorizing and directing the Company to file the Articles of Reorganization; and (iv) terminating and cancelling all Existing Shares as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company, if any (other than the rights of the Purchaser under this Agreement), for no consideration; (v) releasing (A) current directors, officers, employees, legal counsel and advisors of the Company; (B) former legal counsel to the Company; (C) the Monitor and its legal counsel, (D) the Purchaser and its current and former directors, officers, employees, legal counsel and advisors, and (E) the current directors, officer, employees, consultants, legal counsel and advisors to Residual Co., and (vi) authorizing and directing the Company to issue the Purchased Shares, and vesting in the Purchaser the Purchased Shares, free and clear from any Encumbrances, which order shall be substantially in the form to be attached as Schedule 1 and in form and substance satisfactory to the Company and the Purchaser, each acting reasonably.

"Authorization" means any authorization, approval, consent, concession, exemption, licence, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to the Company, the Company's property, or the Company's business and affairs including, without limitation, any authorizations, permits, or licenses, issued or granted by

Health Canada, the Canada Revenue Agency, the Alberta Liquor and Gaming Commission, or any other Governmental Authority, in connection with or relating to the cannabis industry.

"Articles of Reorganization" means articles of reorganization for the Company to change the conditions in respect of the Company's authorized and issued share capital to provide for a redemption right in favour of the Company for nil consideration, to create a new class or classes of common shares and to make such other changes as may be requested by the Purchaser, which shall be in a form and substance satisfactory to the Purchaser, as confirmed in writing in advance of the filing thereof.

"Books and Records" means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, tax and accounting books and records, used or intended for use by, and in the possession of, the Company, in connection with the Retained Assets, the ownership of the Purchased Shares and the operation of the Business, including drawings, laboratory analysis data, production records, environmental studies and reports including, if applicable, manuals and data, sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers or contractors, personnel, employment or investor information and other records, and all records, data and information stored electronically, digitally or on computer-related media, in each case, relating to the Business.

"Business" has the meaning given to such term in Recital D.

"BCA" means the *Business Corporations Act*, RSA 2000, c B-9.

"Business Day" means any day, other than a Saturday or Sunday or statutory holiday, on which commercial banks in Edmonton, Alberta are open for commercial banking business during normal banking hours.

"Cannabis Act" means the *Cannabis Act*, SC, 2018, c 16

"Cash Consideration" has the meaning given to such term in Section 3.1(a).

"CCAA" means the *Companies' Creditors Arrangement Act*, RSC, 1985, c C-36, as amended.

"CCAA Applicants" means the Company, Sunera Acreage Holdings Inc., Acreage Development Corp., and Sirona Farms Inc., and from and after the time Residual Co. becomes an applicant under the Initial Order, "Applicants" shall include Residual Co.

"CCAA Priority Payables" means those debts of the CCAA Applicants secured by Court-ordered priority charges in the CCAA Proceedings.

"CCAA Proceedings" means the proceedings commenced in the Court in Action No. 2503-23802, under the CCAA by the Company pursuant to the Initial Order.

"Claims" means any and all demands, claims, liabilities, actions, causes of action, counterclaims, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, absolute or contingent, asserted or unasserted, secured or unsecured, matured or not yet

matured due or to become due, accrued or unaccrued or liquidated or unliquidated) and including all costs, fees and expenses relating thereto.

"Closing" means the completion of the purchase of the Purchased Shares and the transactions contemplated hereby in accordance with the provisions of this Agreement.

"Closing Date" means the date on which the Closing occurs, being a date no later than five (5) Business Days after the conditions set forth in Article 7 have been satisfied or waived, other than the conditions set forth in Article 7 that by their terms are to be satisfied or waived at the Closing (or such other date agreed to by the Parties in writing).

"Closing Document" means any other agreement, document or certificate to be executed and delivered by any of the Parties delivered pursuant to or in connection with this Agreement or the transactions contemplated.

"Closing Time" means 10:00 a.m. (Edmonton time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing.

"Common Shares" means the issued and outstanding common shares in the capital of the Company.

"Company" means Sirona Pharma Inc.

"Conex DIP Credit Bid Amount" has the meaning given to such term in Section 3.1(b).

"Conex DIP Facility Debt" means the indebtedness owing by the Company to the Purchaser secured by the interim lending charge described in paragraph 14 of the SISP Order.

"Contract Cure Costs" has the meaning given to such term in the definition of "Retained Contracts".

"Contracts" means all pending and executory contracts, agreements, leases, understandings and arrangements (whether oral or written) related to the Business to which the Company is a party or under which the Company has any rights or obligations.

"Court" has the meaning given to such term in Recital A.

"Directors' Charge" has the meaning given to it in the Initial Order.

"Employees" means all individuals who are employed by and engaged in the Business, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence, and all individuals who have been placed on temporary lay-off which has not expired, and **"Employee"** means any one of them.

"Employee Termination Costs" has the meaning given to such term in Section 8.5(d).

"Encumbrance" means any security interest (whether contractual, statutory or otherwise), lien, prior claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, trust (including any statutory, deemed or constructive trust), option or adverse claim or encumbrance of any nature or kind.

"Equity Interests" means any capital share, capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or other securities (whether voting or non-voting, whether preferred, common or otherwise, and including options, warrants, share appreciation rights, contingent interest rights, convertible debt instruments, simple agreements for future equity, or similar rights) of a Person.

"ETA" means Part IX of the *Excise Tax Act*, RSC 1985, c E-15.

"Excise Act" means the *Excise Act, 2001*, SC 2002, c 22, Part 1.

"Excluded Assets" means any and all properties, rights, assets and undertakings of the Company that are listed as "Excluded Assets" on Schedule 3, and any other properties, rights, assets and undertakings of the Company designated as Excluded Assets by the Purchaser in accordance with Section 2.2.

"Excluded Contracts" means Contracts of the Company that are not Retained Contracts.

"Excluded Liabilities" means any and all Liabilities of the Company that are not Retained Liabilities.

"Existing Shares" means (i) all of the shares of the Company that are issued and outstanding immediately prior to the Closing Time; and (ii) any other equity interests of any nature or kind of the Company, whether voting or non-voting, whether preferred, common or otherwise, whether convertible or otherwise, including any contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with any such equity interests. For greater certainty, Existing Shares do not include the Purchased Shares.

"Filing Date" means November 21, 2025.

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

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

"GST/HST" means all goods and services tax and harmonized sales tax imposed under the ETA.

"Implementation Steps" has the meaning given to such term in Schedule 6.

"Initial Order" means the Initial Order dated November 21, 2025, granted by the Court pursuant to the CCAA, as may be amended and restated from time to time.

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

"ITA" means the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.).

"Liability" means, with respect to any Person, any debt, liability or obligation of such Person of any kind, character or description, whether known or unknown, certain or uncertain, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person and "Liabilities" means more than one of them.

"Licences" means, collectively any and all other permits, licences, authorizations, consents, concessions, exemptions, leases, grants, permits, rights, privileges, approvals or other evidence of authority from any Governmental Authority and related to the Business and that has been issued to, granted to, conferred upon, or otherwise created for, the Company, relating to authorizations or otherwise to plant, grow, cultivate, extract, produce, process, test, conduct research, store, destroy, sell, provide, ship, deliver, transport and/or distribute cannabis under Applicable Law, including, without limitation, the following:

- (a) Licence number LIC-JQ4LJEOMDX-2023-17 issued by Health Canada to the Company for, without limitation, standard cultivation, standard processing, and sale for medical purposes; and
- (b) Excise Licence no. 76005 6721 RD0001 under the Excise Act.

"Monitor" means Ernst & Young Inc., in its capacity as Court-appointed monitor of the CCAA Applicants in the CCAA Proceedings, and not in its personal or corporate capacity.

"Monitor's Certificate" means the certificate delivered to the Purchaser, to be filed with the Court, by the Monitor certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor, in its sole discretion, from the Company and the Purchaser that all conditions to Closing have been satisfied or waived by the Company and the Purchaser.

"Nominee" means an entity that is an affiliate of the Purchaser designated by the Purchaser in the manner prescribed by this Agreement to serve as the nominee of the Purchaser for the purpose of acquiring legal ownership of the Target Shares upon Closing.

"Order" means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

"Outside Date" has the meaning given to such term in Section 10.1(b).

"Parties" means the Monitor and the Purchaser collectively, and **"Party"** means either of the Monitor or the Purchaser, as the context requires.

"Permitted Encumbrances" means those Encumbrances related to the Retained Assets and/or set forth in Schedule 2, as the same may be modified by the Purchaser prior to the granting of the Approval and Reverse Vesting Order in accordance with the terms hereof.

"Person" includes an individual, partnership, association, body corporate, or personal representative, and for greater certainty includes any Governmental Authority.

"Personal Information" means any factual or subjective information, recorded or not, about an employee, contractor, agent, consultant, officer, director, executive, client, customer, supplier or natural person who is natural person or a natural person who is a shareholder or employee of the Company or any of its affiliates, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual.

"Purchase Price" has the meaning given to such term in Section 3.1.

"Purchased Shares" has the meaning given to such term in Section 2.1(a).

"Purchaser" means Conex Services Inc.

"Reporting Issuer" has the meaning given to it in the *Securities Act*, RSA 2000, c S-4.

"Representative" means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, attorney, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party's Affiliates.

"Residual Co." means a new subsidiary to be incorporated by the Company prior to the Closing to which the Excluded Assets, Excluded Contracts and Excluded Liabilities will be transferred to pursuant to the sequence and steps set out in the Approval and Reverse Vesting Order, which subsidiary may have no issued and outstanding shares.

"Retained Assets" means all real and personal property, rights, Licenses, assets, and undertakings of the Company that are not Excluded Assets at the Closing Time, including in the case of the Company, all capital and operating losses in accordance with the ITA.

"Retained Contracts" means the Contracts listed at Schedule 4 hereto, and any other Contracts of the Company designated as Retained Contracts by the Purchaser in accordance with Section 2.3, (and including as such Retained Contracts may be amended, restated, supplemented or otherwise modified from time to time) provided that to the extent there are any monetary defaults in relation to a Contract, other than those arising by reason only of the Company's insolvency, the commencement of proceedings under the CCAA or the Company's failure to perform a non-monetary obligation (collectively, the **"Contract Cure Costs"**), then such Contract shall only be a "Retained Contract" if the Purchaser funds an amount equal to the Contract Cure Costs, if any, on Closing.

"Retained Liabilities" has the meaning given to such term in Section 2.4, including any other Liabilities designated as Retained Liabilities pursuant to the Section 2.5.

"Sirona Lands" means the real property legally described as:

PLAN 1920915
BLOCK 1
LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 15.06 HECTARES (37.21 ACRES) MORE OR LESS

"SISP" means the Sale and Investment Solicitation Process approved by the SISP Order, as may be amended by the Court from time to time, which must be acceptable to the Purchaser, acting reasonably.

"SISP Order" has the meaning given to such term in Recital E.

"Successful Bidder" has the meaning given to such term in the SISP.

"Tax" and **"Taxes"** means, with respect to any Person, all supranational, national, federal, provincial, state local or other taxes, including but not limited to income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, documentary taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, registration charges, land transfer taxes, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges, transfer taxes and fees, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, or any other Tax arising from, or relating to, or in respect of the consummation of the Transaction, including in connection with the sale, transfer or registration of the transfer of the Facility, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

"Terminated Employees" means those individuals currently employed by the Company who shall be terminated by the Company effective as of the Closing Date, such individuals deemed to be Terminated Employees pursuant to Section 8.5.

"Transaction" means transactions contemplated hereby in accordance with the provisions of this Agreement.

"Van Maren" means Van Maren Financial (2019) Ltd.

1.2 Statutes

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

1.3 Headings, Table of Contents, etc.

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

1.4 Gender and Number

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

1.5 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

1.6 Certain Phrases

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

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.8 Entire Agreement

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Monitor and the Purchaser.

1.9 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement (including the Schedules hereto) shall be binding unless executed in writing by all Parties hereto, and provided that such amendment is consented to by the Monitor. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law; Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of Alberta therefrom.

1.11 Incorporation of Schedules

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

Schedule 1 – Approval and Reverse Vesting Order

Schedule 2 – Permitted Encumbrances

Schedule 3 – Excluded Assets

Schedule 4 – Retained Contracts

Schedule 5 – Retained Liabilities

Schedule 6 – Implementation Steps

The Parties acknowledge that as of the date of this Agreement, the Schedules to this Agreement are not complete. Such Schedules, where applicable, may be amended or completed by the Purchaser by written notice to the Applicants, and in consultation with the Monitor, on or before the dates set out in this Agreement.

1.12 Accounting Terms

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

1.13 Non-Business Days

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

1.14 Computation of Time Periods

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

ARTICLE 2 SUBSCRIPTION AND ASSET PURCHASE

2.1 Agreement to Subscribe for and Issue Purchased Shares

The Parties agree that:

- (a) Upon and subject to the terms and conditions hereof, at the Closing Time, the Purchaser shall subscribe for and purchase that number of Common Shares, to be specified by the Purchaser at least two (2) days prior to the Closing Date, (the **"Purchased Shares"**), free and clear of all Encumbrances pursuant to the Approval and Reverse Vesting Order, with the result that the Purchaser will become the sole owner of all of the securities in the capital of the Company at the Closing Time, and, pursuant to the Approval and Reverse Vesting Order, all rights, title and interest in and to the Retained Assets shall remain in the Company free and clear of any Encumbrances (other than Permitted Encumbrances);
- (b) Pursuant to the Approval and Reverse Vesting Order and, if required, the Articles of Reorganization in accordance with the Implementation Steps, all Equity Interests of

the Company outstanding prior to the issuance of the Purchased Shares, other than the Purchased Shares, shall be cancelled, without consideration, and the Purchased Shares shall represent 100% of the outstanding Equity Interests in the Company after such cancellation and issuance; and

- (c) For the avoidance of doubt, at the Closing Time, following the issuance of the Purchased Shares, the cancellation of the Existing Shares and the completion of the Implementation Steps, the Purchaser shall be the holder of 100% of the issued and outstanding securities of the Company.

2.2 Excluded Assets

On the Closing Date and at the time provided for in the Approval and Reverse Vesting Order, on and subject to the terms and conditions of this Agreement and the Approval and Reverse Vesting Order, all of the Company's right, title and interest in and to the Excluded Assets, if any, shall be transferred to Residual Co.

2.3 Excluded Contracts

On the Closing Date and at the time provided for in the Approval and Reverse Vesting Order, on and subject to the terms and conditions of this Agreement and the Approval and Reverse Vesting Order, all of the Company's rights, benefits, and interests in, to and under the Excluded Contracts shall be assigned to Residual Co. Notwithstanding any other provision of this Agreement, the Purchaser, the Company, and the Monitor shall not assume, nor have any liability or obligations under, any of the Excluded Contracts after the Closing Time.

2.4 Retained Liabilities

As of the Closing Time, the obligations and liabilities of the Company shall consist of only the obligations and liabilities specifically set forth in Schedule 5 (collectively, the "**Retained Liabilities**"), provided, for the avoidance of doubt, that the Retained Liabilities of the Company pursuant to this Section 2.4 shall continue to be liabilities of the Company as of the Closing with no corresponding adjustment to the Purchase Price.

2.5 Excluded Liabilities

On the Closing Date and at the time provided for in the Approval and Reverse Vesting Order, on and subject to the terms and conditions of this Agreement and the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to and assumed by Residual Co. Notwithstanding any other provision of this Agreement, and in conformity with the Approval and Reverse Vesting Order, the Purchaser and the Company shall not retain, assume, nor have any liability or obligations under, any of the Excluded Liabilities after the Closing Time, and the Company shall be forever irrevocably released and discharged from same. The Purchaser may, on written notice to the Monitor, at any time and from time to time, but at least three (3) days prior to the hearing before the Court seeking the Approval and Reverse Vesting Order, as part of the Transaction, elect to include any Liability of the Company as a Retained Liability (in which case such Liability shall be retained by the Company and shall not be transferred to and assumed by Residual Co.), with no corresponding adjustment to the Purchase Price.

2.6 Nominee Purchaser

The Parties agree that the Purchaser may elect to designate a Nominee to serve as the party to which the Purchased Shares are initially distributed by the Company at Closing, provided that the Nominee agrees to become a party to, and bound by, this Agreement as though it were the Purchaser. Notwithstanding the Purchaser's designation of a Nominee, the Purchaser shall remain fully liable to the Monitor, on a joint and several basis with the Nominee, for all obligations owing to the Monitor pursuant to this Agreement.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The aggregate consideration payable by the Purchaser for the Purchased Shares (the "**Purchase Price**") is an amount equal to the sum of:

- (a) a cash payment in the amount of [REDACTED] (the "**Cash Consideration**");
- (b) a credit bid of the total outstanding Conex DIP Facility Debt as of the Closing Date (the "**Conex DIP Credit Bid Amount**");
- (c) the amount of the Retained Liabilities; and
- (d) the Contract Cure Costs, if any.

3.2 Deposit

Concurrent with the Parties' entry into this Agreement, the Purchaser shall pay to the Monitor a deposit in the amount of [REDACTED] (the "**Deposit**"). The Monitor shall allocate the Deposit in the manner described in Article 3.4 upon Closing. In the event that this Agreement is terminated prior to Closing, the Deposit shall be allocated as follows:

- (a) If the Agreement is terminated pursuant to Sections 10.1(a), 10.1(d), or 10.1(b) due to the non-satisfaction of the mutual condition set out in Section 7.1(a), then the Deposit shall be returned to the Purchaser; and
- (b) If this Agreement is terminated for any other reason, the full amount of the Deposit shall be deemed forfeited to the Monitor;

Should the Deposit be deemed forfeited pursuant to this Section, the Parties agree that the amount of the Deposit constitutes a genuine pre-estimate of liquidated damages representing the Monitor's losses and liabilities as a result of Closing not occurring. The Purchaser hereby waives any Claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Monitor's damages.

3.3 Pre-Closing Deposit Allocation

The Parties agree that:

- (a) At any point following the Court's granting of the Approval and Reverse Vesting Order but prior to Closing, the Monitor may at its discretion, acting reasonably, allocate any portion of the Deposit towards any and all costs of the Company reasonably required to;
 - (i) Maintain, extend, or preserve the Licences; or
 - (ii) Maintain, repair, preserve or keep in good order, the Sirona Lands, the facility sited thereon, or any equipment, vehicles, or other tangible personal property of the Company;

Which may include, without limitation, salaries, wages, or expenses payable to any employee of the Company, or the costs of maintaining any policy of insurance held by the Company; and

- (b) In the event that the Monitor should allocate any portion of the Deposit towards the costs of the Company in the manner described in Section 3.3 (a), the Monitor shall have no liability to the Purchaser to return any portion of the Deposit allocated towards such costs, notwithstanding Section 3.2(a) or any other provision of this Agreement.

3.4 Satisfaction of Purchase Price

The Purchaser shall pay the Purchase Price to the Monitor, for the benefit of the Company and Residual Co., at the Closing Time, as follows:

- (a) The full value of the Deposit shall be deemed allocated towards the credit of balance of the Cash Consideration;
- (b) The Purchaser shall pay to the Monitor, or as the Monitor may direct, of an amount equal to:
 - (i) The balance of the Cash Consideration, net of the value of the Deposit; and
 - (ii) an amount equal to the Contract Cure Costs, if any; and
- (c) The Purchaser shall pay the Conex DIP Credit Bid Amount by granting to the Company and the other CCAA Applicants a form of release of liability under the Conex DIP Facility Debt in the amount of the Conex DIP Credit Bid Amount.

3.5 Interest

In the event that the Purchaser should fail to pay any portion of the Cash Consideration or the Contract Cure Costs payable to the Monitor upon the Closing Date, the Purchaser shall pay interest to the Monitor on the unpaid portion of the Purchase Price at a rate corresponding to the prime lending rate of the Royal Bank of Canada plus 3% *per annum*.

3.6 Manner of Payment and Interest

All payments made to the Monitor pursuant to this Agreement shall be made by wire transfer in immediately available funds.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE MONITOR

The Monitor represents and warrants to the Purchaser, as follows, and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the Purchased Shares.

4.1 Authorization to Complete Transaction

The Monitor has been validly appointed by the Court as the Monitor of the CCAA Applicants and, subject to the granting of the Approval and Reverse Vesting Order or other further order(s) of the Court, the Monitor has been expressly empowered to enter into this Agreement to take all steps on behalf of the Company and any of the other CCAA Applicants necessary to complete the Transaction contemplated herein.

4.2 Execution and Enforceability of Obligations

Subject to the granting of the Approval and Reverse Vesting Order, this Agreement is, and all documents executed and delivered pursuant to this Agreement will be, legal, valid, and binding obligations of the Monitor (in its capacity as the Monitor of the CCAA Applicants and not in its personal or corporate capacity) and enforceable against it in accordance with their terms.

4.3 Securities Law

The Company is not a reporting issuer in any jurisdiction of Canada.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser represents and warrants to the Company as follows, and acknowledges that the Company is relying upon the following representations and warranties in connection with the sale of the Purchased Shares:

5.1 Execution and Enforceability of Obligations

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

5.2 Existence and Good Standing

The Purchaser (i) is a corporation validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization; (ii) has all requisite power and authority to execute and deliver this Agreement; and (iii) has taken all necessary corporate action to execute and deliver

this Agreement and to perform its obligations hereunder and consummate the transactions contemplated by this Agreement.

5.3 Absence of Conflicts

Subject to the granting of the Approval and Reverse Vesting Order the execution and delivery of this Agreement by the Purchaser and the completion by the Purchaser of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not (i) violate or conflict with any Applicable Law; (ii) result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under the certificate of incorporation, articles, by-laws or other constituent documents of the Purchaser; or (iii) violate any Order.

5.4 Approvals and Consents

Subject to the granting of the Approval and Reverse Vesting Order, the execution and delivery of this Agreement by the Purchaser, the completion by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the transactions contemplated herein, do not and will not require any consent, approval or other action, with or by, any Governmental Authority.

5.5 No Actions

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

5.6 Availability of Funds

The Purchaser has, or the Purchaser will have on Closing, sufficient unrestricted funds and financial capacity to its obligations to the pay the Cash Consideration and Contract Cure Costs, if any, at Closing.

5.7 Residence and GST Registration

The Purchaser is not a non-resident of Canada within the meaning of the ITA. The Purchaser shall be a GST registrant at the time of the Closing.

5.8 Securities Law Matters

- (a) The Purchaser is acquiring the Purchased Shares in its capacity as principal, is not purchasing the Purchased Shares for the purpose of resale or distribution of the Purchased Shares or any portion of them to a third party and is dealing at arm's length with the Company and the Monitor;
- (b) The Purchaser represents and warrants that it is an accredited investor, as defined in section 1.1 of National Instrument 45-106 – *Prospectus Exemptions of the Canadian Securities Administrators*; and

- (c) The Purchaser understands that the Purchased Shares are being issued to it upon an exemption from the prospectus requirements applicable under applicable Canadian securities laws and that there may be restrictions imposed on the Purchaser and the Purchased Shares which limit the Purchaser's ability to resell the Purchased Shares in Canada. Without limiting the foregoing, the Purchaser further acknowledges and agrees that any proposed transfer, resale or other disposition of the Purchased Shares shall be subject to Applicable Laws, including any restrictions and requirements under Canadian securities laws.

ARTICLE 6 AS IS, WHERE IS

The Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Business, the Purchased Shares, the Retained Assets, the Retained Liabilities and all related operations of the Company, and, based solely thereon and the advice of its financial, legal and other advisors, has determined to proceed with the transactions contemplated by this Agreement. The Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of the Monitor expressly set forth herein, the Purchaser understands, acknowledges and agrees that all other representations, warranties, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company or the Business, or the quality, quantity or condition of the Purchased Shares or the Retained Assets) are specifically disclaimed by each of the Company, the Monitor, and their respective financial and legal advisors.

THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE MONITOR EXPRESSLY AND SPECIFICALLY SET FORTH IN ARTICLE 4: (A) THE PURCHASER IS ACQUIRING THE PURCHASED SHARES ON AN "AS IS, WHERE IS" BASIS; (B) THE COMPANY'S RETENTION OR MAINTENANCE OF ANY LICENCES OR THE GRANT OF ANY AUTHORIZATIONS REQUIRED BY THE COMPANY OR THE PURCHASER IN CONNECTION WITH THE COMPANY'S BUSINESS DURING THE INTERIM PERIOD OR FOLLOWING CLOSING SHALL BE AT THE SOLE RISK OF THE PURCHASER; AND (C) NONE OF THE COMPANY, THE MONITOR OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE COMPANY, OR THE MONITOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING, THE BUSINESS, THE PURCHASED SHARES, THE RETAINED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, GUARANTEES, STATEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

ARTICLE 7 CONDITIONS

7.1 Conditions for the Benefit of the Purchaser and Company

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

- (a) The Approval and Reverse Vesting Order shall have been issued and entered and shall not have been stayed, varied, vacated or appealed (or any such appeal shall have been dismissed with no further appeal therefrom), such that the Approval and Reverse Vesting Order is a final order;
- (b) No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction; and
- (c) No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transactions contemplated by this Agreement.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of each of the Monitor and the Purchaser. Any condition in this Section 7.1 may be waived by either of the Monitor and by the Purchaser, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver will be binding on any of the Monitor or the Purchaser, as applicable, only if made in writing.

7.2 Conditions for the Benefit of the Purchaser

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

- (a) The representations and warranties of the Monitor contained in Article 4 will be true and correct in all material respects on and as of the date of this Agreement and on and as of the Closing Date as if made on and as of such date;
- (b) The covenants contained in this Agreement to be performed or complied with by the Monitor at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time; and
- (c) The Monitor shall have delivered to the Purchaser all of the deliverables contained in Section 11.2 in form and substance reasonably satisfactory to the Purchaser;

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing and such waiver is signed by the Purchaser.

If any condition set out in Section 7.2 is not satisfied or performed on or prior to the date specified therefor, the Purchaser may elect on written notice to the Monitor to terminate this Agreement.

7.3 Conditions for the Benefit of the Monitor

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

- (a) The representations and warranties of the Purchaser contained in Article 5 will be true and correct in all material respects on and as of the date of this Agreement and on and as of the Closing Date as if made on and as of such date;
- (b) The covenants contained in this Agreement to be performed by the Purchaser at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (c) The Purchaser shall have delivered to the Monitor all of the deliverables contained in Section 11.3 in form and substance satisfactory to the Monitor, acting in a commercially reasonable manner.

The foregoing conditions are for the exclusive benefit of the Monitor. Any condition in this Section 7.3 may be waived by the Monitor in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Monitor only if made in writing and such waiver is signed by the Monitor. If any condition set out in Section 7.3 is not satisfied or performed on or prior to the date specified therefor, the Monitor may elect on written notice to the Purchaser to terminate this Agreement.

ARTICLE 8 ADDITIONAL AGREEMENTS OF THE PARTIES

8.1 Access to Books and Records

The Parties agree that:

- (a) During the Interim Period, the Monitor shall make reasonable efforts to give, or cause to be given, to the Purchaser and its representatives reasonable access during normal business hours to the Retained Assets, including, without limitation, the Sirona Lands, and to the Books and Records of the Company, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Retained Assets as the Purchaser deems reasonably necessary or desirable to further familiarize themselves with the Business and the Retained Assets. Without limiting the generality of the foregoing, the Purchaser and their Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees. Such investigations, inspections, surveys and tests shall be carried out at the Purchasers' sole and exclusive risk, during normal business hours, and without undue interference with the Business; and

- (b) The Purchaser shall, and shall cause the Company from and after the Closing Date, to retain and preserve all Books and Records for six (6) years, or for any longer periods as may be required by any Applicable Laws. The Purchaser shall make such Books and Records, as well as electronic copies of such Books and Records (to the extent such electronic copies exist), available to the Monitor, its successors, any trustee in bankruptcy or any receiver of the Company, and shall, at such party's expense, permit any of the foregoing persons to take copies of such Books and Records as they may reasonably require.

8.2 Authorizations and Licenses

The Parties agree that:

- (a) It shall be the sole responsibility of the Purchaser to obtain any and all Authorizations required by any Government Authority for the operation of the Business as mandated by Applicable Law including, without limitation, any Authorization pertaining to the Company's retention or maintenance of any of the Licences or any other licence or permit issued by any Governmental Authority. Any and all fees, costs, deposits, expenses, or other monetary obligations as may be required by any Government Authority in connection with the grant of any such Authorizations, or as may be incidentally incurred directly or indirectly any application or request for such Authorizations, shall be the sole responsibility of the Purchaser. For certainty, the Closing of the Transaction shall not be conditional upon the Purchaser successfully obtaining, maintaining or continuing any Authorization from any Government Authority; and
- (b) Prior to the Closing, Monitor shall make reasonable efforts to provide the Purchaser or any Governmental Authority with copies of any documents and records of the Company reasonably required by the Purchaser to obtain any Authorization(s).

8.3 Covenants Relating to the Interim Period

During the Interim Period, the Monitor shall maintain the Business of the Company, and the property and assets relating thereto, in a manner determined fit by the Monitor in its sole and absolute discretion. The Parties agree that the Monitor shall be under no obligation to cause the Company to engage in the production of cannabis, the development or marketing of any cannabis products, or to otherwise carry on the Business of the Company in the usual course during the Interim Period.

8.4 Insurance Matters

Until Closing, the Monitor shall cause the Company to keep in full force and effect all existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practice of the Company in the ordinary course of business.

8.5 Employee Matters

The Parties agree that:

- (a) The Purchaser shall notify the Monitor, in writing, on or prior to the date that is three (3) days prior to the anticipated Closing Date, of the list of individuals to whom it does

not wish the Company to continue to employ, being the Terminated Employees, after the completion of the Transaction;

- (b) The Monitor shall cause the Company to terminate the employment of the Terminated Employees, if any, two (2) days prior to the anticipated Closing Date;
- (c) The Purchaser agrees that the Company will continue to employ those employees not terminated pursuant to this Section from and after Closing on the same terms and conditions as they currently enjoy (such that no Employee Termination Costs are triggered in respect of such employees); and
- (d) All Liabilities owing to any such Terminated Employee in respect of such termination, including all amounts owing on account of statutory notice, termination payments, common law notice or pay in lieu thereof, severance, vacation pay, benefits, bonuses or other compensation or entitlements of any kind ("**Employee Termination Costs**") shall be Excluded Liabilities.

8.6 Personal Information and Privacy

The Purchaser shall at all times comply with all Applicable Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Purchaser by the Monitor under this Agreement including, without limitation, the Personal Information of all Employees. The Purchaser shall only collect, use or disclose such Personal Information for the purposes of investigating the Purchased Assets as contemplated in this Agreement and completing the Transaction contemplated in this Agreement. The Purchaser shall safeguard all Personal Information collected from the Monitor in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. The Purchaser shall not make copies of the Personal Information or any excerpts thereof or in any way re-create the substance or contents of the Personal Information if the purchase of the Purchased Assets is not completed for any reason and shall return all Personal Information to the Monitor or destroy such Personal Information at the Monitor's request.

8.7 Fees and Costs

The Purchaser agrees that it shall be solely responsible for any and all fees, expenses, and disbursements incurred by it in connection with, or in relation to, the negotiation and finalization of this Agreement, matters pertaining to the granting of the Approval and Reverse Vesting Order in the CCAA Proceedings, and the Closing of the Transaction. Nothing in this Agreement shall entitle the Purchaser to recover any costs, expenses, disbursements, or expenditures incurred by it in connection with this Agreement. Under no circumstances shall the Purchaser be entitled to any break fee or similar financial entitlement in the event of the termination of this Agreement or in the event that Closing should otherwise not occur by the Outside Date. Any and all commissions, brokerage fees, success fees, or similar fees or charges to which any advisor, broker, or other party engaged by the Purchaser in connection with this Agreement or the Transaction may be entitled shall be the sole responsibility of the Purchaser and shall not be deducted from or adjusted from the Purchase Price under any circumstances.

8.8 Indemnification

The Purchaser hereby indemnifies the Monitor and its respective representatives, employees, and agents, and saves them fully harmless against, and will reimburse or compensate them for, for all legal costs and disbursements (on a solicitor and own client, full-indemnity basis), incurred in the defence of any Claim, and any damages, costs award, assessment, or other monetary award arising from, in connection with or related in any manner whatsoever to:

- (a) The Monitor's grant of access to the Purchaser or its agents to Sirona Lands, any other premises of the Company, or any books, records, or other property of the Company in accordance with Section 8.1(a);
- (b) The Purchaser's failure to pay when due and failure to perform and discharge any of the Retained Liabilities in accordance with their terms;
- (c) Any Claim against the Monitor or any CCAA Applicant relating to any GST/HST assessed in connection with the Transaction; and
- (d) Any and all Claims arising from any occurrences, or actions or inactions of any Person dating from subsequent to the Closing in connection with Company including, without limitation, any operation of the Business.

ARTICLE 9 INSOLVENCY PROVISIONS

9.1 The Monitor

Notwithstanding the foregoing or anything else contained herein or elsewhere, each of the Purchaser acknowledges and agrees that: (i) the Monitor is acting solely in its capacity as the Court-appointed Monitor of the Applicants pursuant to the Initial Order, as amended from time to time, and not in its personal or corporate capacity; and (ii), the Monitor has no liability in connection with this Agreement whatsoever, in its personal or corporate capacity or otherwise, save and except for and only to the extent of the Monitor's gross negligence or intentional fault. The provisions of this Section 9.1 shall survive the termination or non-completion of the transactions contemplated by this Agreement.

9.2 CCAA Proceedings

The Parties agree that the Monitor shall make reasonable efforts to bring forward an Application to the Court in the CCAA Proceedings to seek the Approval and Reverse Vesting by not later than July 17, 2026, subject to the availability of the Court.

ARTICLE 10 TERMINATION

10.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written agreement of each of the Monitor and the Purchaser and upon written notice thereof to the Purchaser;

- (b) by the Purchaser or the Monitor, if Closing has not occurred on or before July 31, 2026, or such later date agreed to by each of the Monitor and the Purchaser in writing in consultation with the Monitor (the “**Outside Date**”), provided that the failure to close by the Outside Date is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement;
- (c) by the Monitor if the Purchaser fails to satisfy any of the conditions set forth in Section 7.3 on or before the Outside Date, and such conditions are not waived by the Monitor; and
- (d) by the Purchaser, if the Monitor fails to satisfy any of the conditions set forth in Section 7.2 on or before the Outside Date, and such conditions are not waived by the Purchaser.

10.2 Effect of Termination

In the event of termination of this Agreement pursuant to Section 10.1, each party shall be released from all obligations under or in connection with this Agreement, excepting with respect to the obligations set out in Sections 3.2, 8.6, 8.8, 12.1, and 12.5.

ARTICLE 11 CLOSING

11.1 Location and Time of the Closing

Subject to the conditions set out in this Agreement, the Closing shall take place virtually at the Closing Time on the Closing Date.

11.2 Monitor’s Deliveries at Closing

At Closing, the Monitor shall deliver to the Purchaser the following:

- (a) A copy of the Approval and Reverse Vesting Order;
- (b) A certificate dated as of the Closing Date confirming that all of the representations and warranties of the Monitor contained in this Agreement are true in all material respects as of the Closing Time with the same effect as though made on and as of the Closing Time, and that the Monitor has performed in all material respects its obligations under this Agreement required to be performed by it at or prior to the Closing Time;
- (c) Evidence of completion of the Implementation Steps;
- (d) Certificates or similar documents representing all of the issued and outstanding shares of the Company on the Closing Date, including the Purchased Shares; and
- (e) Any Books and Records of the Company within the Monitor’s possession as at the Closing Time.

11.3 Purchaser's Deliveries at Closing

At Closing, the Purchaser shall deliver to the Company or, in the case of the amounts described in (a) and (b), to the Monitor:

- (a) The Cash Consideration;
- (b) The Contract Cure Costs, if any;
- (c) A certificate dated as of the Closing Date from the Purchaser confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time with the same effect as though made on and as of the Closing Time, and that the Purchaser has performed in all material respects each of its obligations under this Agreement required to be performed by it at or prior to the Closing Time; and
- (d) All other documents required to effect to the transaction contemplated by this Agreement, as requested by the Monitor, acting reasonably.

11.4 Monitor's Closing Certificate

Upon the Monitor determining that the Purchaser has complied with its obligations set out in Section 11.3, the Monitor shall forthwith submit its Monitor's Certificate for filing with the Court in the CCAA Proceedings in accordance with the Approval and Reverse Vesting Order. The Monitor shall provide the Purchaser with a filed copy of the Monitor's Certificate upon its receipt of the same from the Court.

11.5 Simultaneous Transactions

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

ARTICLE 12 GENERAL MATTERS

12.1 Injunctive Relief

- (a) The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek specific performance, injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance, injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

- (b) Each Party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the Parties further agree that by seeking the remedies provided for in this Section 12.1, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement.
- (c) Notwithstanding anything to the contrary herein, under no circumstances shall a Party be permitted or entitled to receive both monetary damages and specific performance, provided that a Party's election to pursue specific performance shall not preclude such Party from seeking monetary damages in the alternative if specific performance is not available or is denied by the Court.

12.2 Survival

The representations and warranties of the Parties contained in this Agreement shall not merge on Closing and the representations, warranties and covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

12.3 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of the other Parties, except that without such consent the Purchaser may, upon prior notice to the Monitor, assign this Agreement, or any or all of its rights and obligations hereunder, to one or more of its Affiliates; provided that no such assignment or direction shall relieve Purchaser of its obligations hereunder. This Agreement shall be binding upon and enure to the benefit of the Parties and their respective permitted successors and permitted assigns. Although not Parties to this Agreement, the Monitor and its respective Affiliates and advisors shall have the benefits expressed to be conferred upon them in this Agreement, including in Article 6, Section 8.4 and Section 10.2 (in respect of the Monitor) hereof. Subject to the preceding sentence, nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person not a Party to this Agreement.

12.4 Notices

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

- (a) If to the Company or the Monitor at:

Ernst & Young Inc.

Suite 1400, EPCOR Tower
10423 - 101 Street
Edmonton, Alberta, T5H 0E7

Attn: Matt McCulloch
Email: matt.mcculloch@parthenon.ey.com

with a copy (which shall not constitute notice) to:

McLennan Ross LLP

1900 Eau Claire Tower,
600 - 3rd Avenue SW,
Calgary, AB T2P 0G5

Attention: Kevin Hoy
Email: kevin.hoy@mross.com

(b) If to the Purchaser at:

Conex Services Inc.

300, 1497 Marine Drive
West Vancouver, BC V7T 1B8

Attention: Glenn Walsh
Email: glennwalsh@gmail.com

with a copy (which shall not constitute notice) to:

Field LLP

400, 444 - 7th Avenue SW
Calgary, AB T2P 0X8

Attention: Trevor Batty
Email: tbatty@fieldlaw.com

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

12.5 Confidentiality and Public Announcements

Until Closing has occurred, each Party shall keep confidential all information obtained from the other Party in connection with the Purchased Shares, the Retained Assets and this Agreement, and shall not release any information concerning this Agreement and the Transactions without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information: (i) to any Governmental Authority or to the public if required by Applicable Law (provided that the Purchaser shall advise the Monitor in

advance of the content of any such public statement); or (ii) in connection with obtaining the Approval and Reverse Vesting Order.

12.6 Time is of the Essence

Time shall be of the essence in every respect of this Agreement.

12.7 Counterparts; Electronic Signatures

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

[Signature pages to follow]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

For the Purchaser:

CONEX SERVICES INC.

By: _____

Name: Glenn Walsh

Title: President

For the Monitor and the Company:

ERNST & YOUNG INC. in its capacity as Court-appointed Monitor of SIRONA PHARMA INC. and not in its personal or corporate capacity

By: _____

Name: Matt McCulloch, CA, CPA, CIRP,
LIT

Title: Senior Vice-President

SCHEDULE 1
APPROVAL AND REVERSE VESTING ORDER

(See attached)

COURT FILE NUMBER 2503 - 23802

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SIRONA PHARMA INC., SUNERA ACREAGE HOLDINGS INC., ACREAGE DEVELOPMENT CORP., and SIRONA FARMS INC.

APPLICANTS SIRONA PHARMA INC., SUNERA ACREAGE HOLDINGS INC., ACREAGE DEVELOPMENT CORP. and SIRONA FARMS INC.

DOCUMENT **APPROVAL AND REVERSE VESTING ORDER**

ADDRESS FOR SERVICE **McLENNAN ROSS LLP** Lawyer: Ryan Trainer / Kevin Hoy
 AND CONTACT #600 McLennan Ross Building T: 780.482.9153 / 403.303.2934
 INFORMATION OF PARTY 12220 Stony Plain Road F: 780.733.9716 / 403.543.9150
 FILING THIS DOCUMENT Edmonton, AB T5N 3Y4 E: ryan.trainer@mross.com /
kevin.hoy@mross.com
 File No.: 20254457

DATE ON WHICH ORDER WAS PRONOUNCED: **JULY 10, 2026**

LOCATION OF HEARING: **EDMONTON, ALBERTA**

NAME OF JUSTICE WHO MADE THIS ORDER: **HONOURABLE JUSTICE M. MARION**

UPON THE APPLICATION of Ernst & Young Inc. (the "**Monitor**") in its capacity as the Court-appointed Monitor of Sirona Pharma Inc. (the "**Purchased Entity**"), Sunera Acreage Holdings Inc., Acreage Development Corp., and Sirona Farms Inc. (collectively, the "**CCAA Applicants**") in the these proceedings before this Honourable Court pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**"), for an Order: (i) approving the transaction (the "**Transaction**") contemplated by the Subscription Agreement dated as of June 30, 2026, between the Monitor and Conex Services Inc. (the "**Purchaser**") a copy of which is appended to the Fifth Report of the Monitor, dated July __, 2026, (the "**Fifth Report**") as Schedule F (as may be amended from time to time in accordance with the terms thereof and this Order, the "**Subscription Agreement**"); (ii) authorizing and directing the Monitor to cause the Purchased Entity to issue the Purchased Shares (as defined in the Subscription Agreement), and vesting in and to the Purchaser, all right, title and interest in and to the Purchased

Shares, free and clear of any Claims and Encumbrances (as defined below); (iii) adding _____ ("**Residual Co.**") as an applicant to these CCAA proceedings; and (iv) transferring and vesting all of the right, title and interest in of the Purchased Entity in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities (each as defined in the Subscription Agreement) to and in Residual Co.;

AND UPON HAVING READ the Application, the Fifth Report and the Confidential Supplement thereto, Brief of Law of the Monitor, and the Affidavit of Service of Shauna Truman;

AND UPON HEARING SUBMISSIONS of counsel for the Monitor, counsel for the CCAA Applicants, counsel, counsel for the Purchaser, and counsel for such other parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND DEFINITIONS

1. The time for service of the notice of application for this order (the "**Order**") and supporting materials is hereby abridged and deemed good and sufficient and this application is properly returnable today.
2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Initial Order dated November 28, 2026, (the "**ARIO**"), granted by this Honourable Court in these CCAA proceedings or the Subscription Agreement, as applicable.

APPROVAL OF THE TRANSACTION

3. The Transaction and the Subscription Agreement are hereby approved and the execution of the Subscription Agreement by the Monitor and the Purchaser (collectively, the "**Parties**") is hereby authorized and approved, with such minor amendments as the Parties. The Parties are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction. In the event of any conflict between the terms of the Subscription Agreement and this Order, this Order shall govern.
4. This Order shall constitute the only authorization required by the Monitor or the CCAA Applicants to proceed with the Transaction, and no shareholder or other approval shall be required in connection therewith.

VESTING OF ASSETS, LIABILITIES AND SHARES

5. Upon the delivery of the Monitor's certificate substantially in the form attached as Schedule "A" hereto (the "**Monitor's Closing Certificate**") to the Purchased Entity and the Purchaser the following shall be deemed to occur commencing at the time of delivery of the Monitor's Closing Certificate (the "**Effective Time**") in the following sequence with one minute interval between each step unless specify otherwise (the "**Closing Sequence**"):
- (a) first, all of the Purchased Entity's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in Residual Co., with all applicable Claims and Encumbrances continuing to attach to the Excluded Assets in accordance with paragraph 7 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;
 - (b) second, all of the Purchased Entity's right, title and interest in and to the Excluded Contracts shall vest absolutely and exclusively in Residual Co., with all applicable Claims and Encumbrances continuing to attach to the Excluded Contracts in accordance with paragraph 7 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;
 - (c) third, all Excluded Liabilities shall be channeled to, transferred by and vested absolutely and exclusively in Residual Co., such that the Excluded Liabilities shall become the obligations of Residual Co., and shall no longer be obligations of the Purchased Entity and all of the Purchased Entity's respective assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate, including, without limitation, real property, personal property, intangibles, and any property held in trust for the Purchased Entity (collectively, the "**Purchased Entity's Property**"), shall be and are hereby forever released and discharged from such Excluded Liabilities and all Claims and all Encumbrances (as defined below) affecting or relating to the Purchased Entity's Property are to be expunged and discharged as against the Purchased Entity's Property;
 - (d) fourth, in consideration for Purchaser's payment of the Purchase Price, the Monitor shall cause the Purchased Entity to issue the Purchased Shares to the Purchaser, and all of the right, title and interest in and to the Purchased Shares shall vest absolutely in the Purchaser, and the Purchased Entity's Property, other than the Excluded Assets and Excluded Contracts, will be retained by the Purchased Entity, free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or

indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”), including without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the ARIO or any other Order of the Court in the CCAA Proceedings;
 - (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act*, RSA 2000, c P-7, the *Personal Property Security Act*, RSBC 1996, Chapter 359, or any other personal property registry systems;
 - (iii) any liens or claims of lien under the *Prompt Payment and Construction Lien Act*, RSA 2000, c P-26.4;
 - (iv) those Claims listed in **Schedule “B”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances listed on **Schedule “C”** hereto (collectively, the “**Permitted Encumbrances**”);
- (e) fifth, all Equity Interests of the Purchased Entity outstanding prior to the issuance of the Purchased Shares, as well as any agreement, including all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) which are convertible or exchangeable for any securities of the Purchased Entity or which require the issuance, sale or transfer by the Purchased Entity, of any shares or other securities of the Purchased Entity and/or the share capital of the Purchased Entity, or otherwise relating thereto, shall be deemed terminated and cancelled without consideration and the only Equity Interests of the Purchased Entity that shall remain shall be the Purchased Shares; and

- (f) lastly, the Purchased Entity shall be deemed to cease being an CCAA Applicant in these CCAA Proceedings in accordance with paragraph 18(c) hereof, and the Purchased Entity shall be deemed to be released from the scope and effect of the ARIO and all other Orders of this Court granted in respect of these CCAA Proceedings, save and except for this Order, the provisions of which (as they relate to the Purchased Entity) shall continue to apply in all respects.

6. As of the Effective Time:

- (a) The Purchased Entity shall continue to hold all right, title and interest in and to the Retained Assets, free and clear of all Claims and Encumbrances other than the Retained Liabilities;
- (b) The Purchased Entity shall be deemed to have disposed of the Excluded Assets and shall have no right, title or interest in or to any of the Excluded Assets;
- (c) The Purchased Entity shall be deemed to have disposed of the Excluded Contracts and shall have no right, title or interest in or to any of the Excluded Contracts; and

without limiting the provisions of paragraph 6 hereof, the Purchaser, the Purchased Entity, and the Monitor shall be deemed released from any and all claims, liabilities, (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to the Purchased Entity, provided, as it relates to the Purchaser and the Purchased Entity, such release shall not apply to: (a) Taxes in respect of the business and operations conducted by the Purchased Entity after the Effective Time; or (b) Taxes expressly assumed as Retained Liabilities pursuant to the Subscription Agreement.

7. As of the Effective Time, the Monitor shall be deemed to hold the cash component of the Purchase Price, inclusive of the Deposit allocated towards the Purchase Price, net of any portion of the Deposit allocated by the Monitor in the manner contemplated in section 3.3 of the Subscription Agreement, in trust for the benefit of Residual Co. Any Person that, prior to the Effective Time, had a Claim or Encumbrance under or in respect of the Excluded Liabilities (other than the Retained Liabilities) against the Purchased Entity or its assets, properties or undertakings (each an **"Excluded Liability Claim"**) shall, as of the Effective Time, no longer have an Excluded Liability Claim against the Purchased Entity, but shall have an equivalent Excluded Liability Claim against Residual Co. from and after the Effective Time, with the same attributes, rights, security, nature and priority, as such Excluded Liability Claim had immediately prior to its transfer to Residual Co., and nothing in this Order limits, lessens, modifies (other than by change in debtor) or extinguishes the Excluded Liability Claim of any

Person as against Residual Co. For greater certainty, the Monitor shall bear no additional liability to Residual Co. in its capacity as a trustee, or to any Person maintaining an excluded Liability Claim, beyond the value of the cash component of the Purchase Price deemed held in trust by the Monitor as of the Effective Time.

8. Except to the extent expressly contemplated by the Subscription Agreement (and, for greater certainty, excluding the Excluded Assets, Excluded Contracts and Excluded Liabilities), all contracts to which the Purchased Entity is a party at the time of delivery of the Monitor's Closing Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Closing Certificate and no Person who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:
 - (a) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of any of the Purchased Entity);
 - (b) the insolvency of any of the Purchased Entity or the fact that the Purchased Entity obtained relief under the CCAA;
 - (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transaction, the provisions of this Order, or any other Order of this Court in these CCAA Proceedings; or
 - (d) any transfer or assignment, or any change of control, of any of the Purchased Entity or Purchased Entity's Property arising from the implementation of the Subscription Agreement, the Transaction, or the provisions of this Order.
9. For greater certainty: (a) nothing in paragraph 8 hereof shall waive, compromise or discharge any obligations of the Purchased Entity or the Purchaser, in respect of any Retained Liabilities, (b) the designation of any Claim as a Retained Liability is without prejudice to the Purchased Entity's or the Purchaser's right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the Subscription Agreement shall affect or waive the Purchased Entity's or the Purchaser's rights and defences, both legal and equitable,

with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

10. From and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Purchased Entity then existing or previously committed by the Purchased Entity, or caused by the Purchased Entity, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation, expressed or implied in any contract, or lease existing between such Person and the Purchased Entity (including for certainty, those contracts, or leases constituting the Purchased Entity's Property) arising directly or indirectly from the filing by CCAA Applicants under the CCAA and implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 8 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a contract, or a lease shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Purchased Entity or the Purchaser from performing their obligations under the Subscription Agreement, or be a waiver of defaults by the Purchased Entity or the Purchaser under the Subscription Agreement and the related documents.
11. From and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Purchased Entity or the Purchaser relating in any way to or in respect of any Excluded Assets or Excluded Liabilities and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order. For greater certainty, EPCOR Utilities Inc. shall be and is hereby forever barred from taking any steps to request, demand, or otherwise require FortisAlberta Inc., in its capacity as the owner of the electric distribution system providing services to the Lands (the "**Distribution System**"), to disconnect or remove the Distribution System in connection with any claim against, or liability of, the Purchased Entity that is an Excluded Liability.
12. From and after the Effective Time, the Purchaser and/or the Purchased Entity shall be authorized to take all steps as may be necessary to effect the discharge and release as against the Purchased Entity and the Retained assets of the Excluded Liability Claims that are transferred to and vested in Residual Co. pursuant to this Order.

13. Upon delivery of the Monitor's Closing Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Purchased Entity, the Purchased Entity's Property or the Excluded Assets (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and a copy of this Order as though they were originals and to register such transfers and interest authorizations as may be required to give effect to the terms of this Order and the Subscription Agreement. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interest against the Purchased Entity's Property and the Monitor and the Purchaser is hereby specifically authorized to discharge the registrations on the Purchased Entity's Property and the Excluded Assets, as applicable. Without limiting the generality of the foregoing:

- (a) The Registrar of Land Titles for the province of Alberta (the "Land Titles Registrar") for the land defined below shall and is hereby authorized, requested, and directed forthwith, to discharge and expunge the Encumbrances listed in Schedule "B" to this Order and to discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of title to the following real property:

PLAN 1920915
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 15.06 HECTARES (37.21 ACRES) MORE OR LESS

(the "**Lands**")

- (b) The Registrar of the Alberta Personal Property Registry and the Registrar of the British Columbia Personal Property Registry shall and are hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry and the British Columbia Personal Property Registry, respectively, (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Purchased Entity in any of the Purchased Entity's Property, which are of a kind prescribed by applicable regulations as serial-number goods, together with all registrations appearing in the Alberta Personal Property Registry and the British Columbia Personal Property Registry, against Purchased Entity's Property listed in Schedule "B" to this Order.

RELEASES

14. Except as expressly provided for in the Subscription Agreement, the Purchaser and the Guarantor shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims or Encumbrances against the Applicant.
15. From and after the Effective Time: (a) the current directors, officers, employees, consultants, legal counsel and advisors of the CCAA Applicants; (b) the legal counsel to the CCAA Applicants in these CCAA proceedings; (c) the current directors, officers, employees, consultants, legal counsel and advisors to Residual Co.; (d) the current directors, officer, employees, consultants, legal counsel and advisors to the Purchaser; and (e) the Monitor and its legal counsel, and their respective current directors, officers, partners, employees, agents, consultants and advisors (the persons listed in (a), (b), (c), (d) and (e) being collectively, the **"Released Parties"**) shall be deemed to be forever irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, claims for contribution or indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, duties, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) arising in connection with or relating to the CCAA proceedings, the Subscription Agreement, the consummation of the Transaction, any closing document, agreement, document, instrument, matter or transaction involving the Purchased Entity arising in connection with or pursuant to any of the foregoing (collectively, the **"Released Claims"**), which Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to Residual Co. or to any other entity and are extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim: (i) for fraud or willful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA; (ii) any of the Released Parties from the performance of their obligations pursuant to the Transaction; and (iii) that is an Insured Claim (as defined in this Order). For greater certainty, "current" in this paragraph refers to individuals who remain in their respective role(s) up to one day prior to closing of the Transaction, as applicable.
16. Notwithstanding anything set out in any of the Orders made by the Court in these CCAA Proceedings, any Person shall be permitted to commence or continue an action, application or other proceeding in respect of any claim or liability which is an insured claim (the **"Insured Claims"**) under any insurance policy maintained by the Purchased Entity or Residual Co.

(collectively, the “**Insurance Policies**”) to the point of determination of liability, if any. The Person asserting an Insured Claim shall be entitled to recover solely from the proceeds under the Insurance Policies to the extent available in respect of any such Insured Claim, and recovery of such Insured Claim shall be irrevocably and forever limited solely to such proceeds, without any additional rights of enforcement, recovery or recourse as against the Purchased Entity or the current directors and officers of the Purchased Entity (the “**D&Os**”), and such Person shall have no right to, and shall not, directly or indirectly, make any claim or seek any recoveries from the Purchased Entity or any of the D&Os, other than enforcing such Person’s rights to be paid by the applicable insurer(s) from the proceeds of the applicable Insurance Policies. Nothing herein shall prejudice, compromise, release or otherwise affect any rights or defenses of any insurer with respect to its obligations under any of the Insurance Policies. For greater certainty, “current” in this paragraph refers to individuals who remain in their respective role(s) up to one day prior to closing of the Transaction, as applicable.

REORGANIZATION & RESIDUAL CO.

17. The Monitor is hereby authorized and directed to take any and all steps required to amend, vary, or re-organize any constating document of Purchased Entity, including, without limitation, its articles, bylaws, or any shareholders’ agreement(s), by filing with the Registrar (as defined in the *Business Corporations Act*, RSA 2000, c B-9 (the “**BCA**”), any articles of amendment or articles of reorganization concerning the Purchased Entity. The Registrar shall accept and receive any documents or instruments as may be required to permit or enable and effect the Transaction filed by the Monitor, the Purchased Entity, or the Purchaser, as the case may be.
18. As of the Effective Time:
 - (a) Residual Co. shall be a company to which the CCAA applies;
 - (b) Residual Co. shall be added as an Applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an “Applicant” shall refer to and include Residual Co.; and (ii) “Property” shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of Residual Co. (collectively the “**Residual Co. Property**”), and, for greater certainty, each of the Charges (as defined in the Initial Order), shall constitute a charge on the Residual Co. Property; and

- (c) The title and the style of cause in these proceedings shall be amended to delete "SIRONA PHARMA INC." as a party in these CCAA Proceedings and to add the name of Residual Co., " _____ ", as a party in these CCAA Proceedings.

MONITOR

19. Nothing in this Order, including the release of the Purchased Entity from the purview of these CCAA Proceedings pursuant to this Order and the addition of Residual Co. as an Applicant in these CCAA Proceedings, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings and Ernst & Young Inc. shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, any other Orders in these CCAA Proceedings or otherwise, including all approval, protections and stays of proceedings in favour of Ernst & Young Inc. in its capacity as Monitor, all of which are expressly continued and confirmed.
20. No action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under this paragraph.
21. The Monitor shall not, as a result of this Order or any matter contemplated hereby:
- (a) be deemed to have taken part in the management or supervision of the management of the Purchased Entity or Residual Co. or to have taken or maintained possession or control of the business or property of the Purchased Entity or Residual Co., or any part thereof; or
 - (b) be deemed to be in possession of any property of the Purchased Entity or Residual Co. within the meaning of any applicable federal or provincial environmental legislation or Cannabis Legislation (as defined in the ARIO) or otherwise.
22. Notwithstanding anything contained in this Order, the Monitor, its employees and representatives are not and shall not be or be deemed to be, a director, officer, or employee of Residual Co. de facto or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising as a direct result of gross negligence or wilful misconduct.

23. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of Residual Co.
24. The Monitor may rely on written notice from the Purchased Entity and the Purchaser regarding the satisfaction or waiver of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Closing Certificate.

MISCELLANEOUS

25. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof in connection with the Transaction.
26. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, as amended, the Purchased Entity or the Monitor, as the case may be, are authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser, all human resources and payroll information in the Purchased Entity's records pertaining to past and current employees of the Purchased Entity. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Purchased Entity.

27. Notwithstanding:

- (a) the pendency of these CCAA Proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C 195, c. B-3, as amended (the "**BIA**"), in respect of Residual Co. and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Purchased Entity or Residual Co.;

the execution of the Subscription Agreement, the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to Residual Co., the issuance and vesting of the Purchased Shares in and to the Purchaser, any payment of the Purchase Price by the Purchaser, the Purchased Entity, Residual Co., or the Monitor authorized herein, or pursuant to the Subscription Agreement) shall be binding on any trustee in bankruptcy that may be appointed in respect of the Purchased Entity and/or Residual Co. and shall not be void or voidable by creditors of the Purchased Entity or Residual Co., as applicable, nor shall they

constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal, provincial or foreign legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

28. The Monitor, the Purchaser and any other interested party shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
29. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order, the Subscription Agreement and all amendments thereto, in connection with any dispute involving the Purchased Entity or Residual Co. and to adjudicate, if necessary, any disputes concerning the Purchased Entity or Residual Co. related in any way to the Transaction.
30. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction (including, but not limited to, the United States of America), to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
31. Service of this shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
and
 - (b) Posting a copy of this Order on the Monitor's website at: www.ey.com/ca/sirona

and service on any other person is hereby dispensed with.

32. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.
33. This Order all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order without the need for entry or filing.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"
MONITOR'S CLOSING CERTIFICATE

COURT FILE NUMBER 2503 - 23802

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SIRONA PHARMA INC., SUNERA ACREAGE HOLDINGS INC., ACREAGE DEVELOPMENT CORP., and SIRONA FARMS INC.

APPLICANTS SIRONA PHARMA INC., SUNERA ACREAGE HOLDINGS INC., ACREAGE DEVELOPMENT CORP. and SIRONA FARMS INC.

DOCUMENT **MONITOR'S CLOSING CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McLENNAN ROSS LLP #600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4	Lawyer: Ryan Trainer / Kevin Hoy T: 780.482.9153 / 403.303.2934 F: 780.733.9716 / 403.543.9150 E: ryan.trainer@mross.com / kevin.hoy@mross.com File No.: 20254457
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RECITALS

- A. Pursuant to the Initial Order of the Honourable Justice J.J. Gill of the Court of King's Bench Alberta (the "**Court**") dated November 21, 2025, as amended and restated on November 28, 2025, Sirona Pharma Inc. (the "**Purchased Entity**"), Sunera Acreage Holdings Inc., Acreage Development Corp., and Sirona Farms Inc. (collectively, the "**CCAA Applicants**"), were granted protection from their creditors pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended, and Ernst & Young Inc. was appointed as the monitor of the CCAA Applicants (in such capacity, the "**Monitor**").
- B. Pursuant to an Approval and Reverse Vesting Order granted by Honourable Justice Marion dated July 10, 2026, (the "**ARVO**") the Court approved a Subscription Agreement between

Conex Services Inc. (the **"Purchaser"**) and the Monitor, concerning the Purchaser's subscription to shares issued by the Purchased Entity.

- C. Capitalized terms not otherwise defined herein shall have the meanings given to them in the ARVO or the Subscription Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Monitor has received the Purchase Price for the Purchased Shares, payable on the Closing Date pursuant to the Subscription Agreement.
2. The conditions to Closing, as set out in article 7 of the Subscription Agreement, have been satisfied or waived by the Monitor and the Purchaser (or its nominee).
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Monitor's closing certificate was delivered by the Monitor at Edmonton, Alberta on the ____ day of _____, 2026.

ERNST & YOUNG INC., in its capacity as Monitor of the CCAA Applicants and not in its personal or corporate capacity.

Per: _____
Name: Matt McCulloch, CPA, CA, CIRP, LIT
Title: Senior Vice-President

SCHEDULE "B"

EXPUNGED ENCUMBRANCES

Real Property Expunged Encumbrances

PLAN 1920915

BLOCK 1

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 15.06 HECTARES (37.21 ACRES) MORE OR LESS

REGISTRATION NUMBER:	DATE:	PARTICULARS:
182 283 266	09/11/2018	CAVEAT RE : AGREEMENT CHARGING LAND , ETC. CAVEATOR - FORTISALBERTA INC.
182 283 267	09/11/2018	CAVEAT RE : AGREEMENT CHARGING LAND , ETC. CAVEATOR - FORTISALBERTA INC.
192 030 659	06/02/2019	CAVEAT RE : ACQUISITION OF LAND CAVEATOR - YELLOWHEAD COUNTY.
232 109 920	06/04/2023	MORTGAGE MORTGAGEE - SONIDECH HOLDINGS LTD.
242 051 271	22/02/2024	MORTGAGE MORTGAGEE - VAN MAREN FINANCIAL (2019) LTD.
242 051 272	22/02/2024	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - VAN MAREN FINANCIAL (2019) LTD.
242 051 275	22/02/2024	POSTPONEMENT OF MORT 232109920 TO MORT 242051271 CAVE 242051272
242 142 497	12/06/2024	MORTGAGE

		MORTGAGEE - YADEVINDER SINGH BHULLAR
242 142 498	12/06/2024	POSTPONEMENT OF MORT 232109920 TO MORT 242142497
252 089 581	03/04/2025	MORTGAGE MORTGAGEE - YADEVINDER BHULLAR
252 089 582	03/04/2025	POSTPONEMENT OF MORT 232109920 TO MORT 252089581
252 114 765	01/05/2025	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 242051271
252 177 156	11/07/2025	WRITCREDITOR - STARTEC REFRIGERATION SERVICES LTD.
252 214 490	25/08/2025	WRIT CREDITOR - TREVOR JOHN HANCHEROFF
252 292 752	13/11/2025	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS
252 292 753	13/11/2025	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS
252 323 221	09/12/2025	WRIT CREDITOR - STONHARD
262 030 028	26/01/2026	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS
262 030 106	26/01/2026	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS
262 030 107	262 030 155	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS
262 030 128	262 030 155	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS
262 030 134	262 030 155	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS
262 030 137	262 030 155	ORDER

		IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS.
262 030 149	262 030 155	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS.
262 030 152	262 030 155	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS.
262 030 155	26/01/2026	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS.
262 046 889	09/02/2026	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS.
262 046 930	09/02/2026	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS.
262 047 661	10/02/2026	ORDER IN FAVOUR OF - THE DIRECTOR OF EMPLOYMENT STANDARDS.

Personal Property Registry Expunged Encumbrances

Alberta:

Secured Party / Creditor	Registration No.	Registration Date
SONIDECH HOLDINGS LTD	22112508590	2022-Nov-25
VAN MAREN FINANCIAL (2019) LTD.	24020121869	2024-Feb-01
VAN MAREN FINANCIAL (2019) LTD.	24020122238	2024-Feb-01
YADEVINDER SINGH BHULLAR	24031230948	2024-Mar-12
YADEVINDER SINGH BHULLAR	24031306194	2024-Mar-13
WORKERS' COMPENSATION BOARD/COLLECTION UNIT	24110424706	2024-Nov-04
YADEVINDER SINGH BHULLAR	25011722428	2025-Jan-17
JAIINDER SINGH BHULLAR	25011722428	2025-Jan-17
COMET WAREHOUSING & DISTRIBUTION SERVICES LIMITED	25011722428	2025-Jan-17
YADEVINDER SINGH BHULLAR	25011723992	2025-Jan-17
JAIINDER SINGH BHULLAR	25011723992	2025-Jan-17

Secured Party / Creditor	Registration No.	Registration Date
COMET WAREHOUSING & DISTRIBUTION SERVICES LIMITED	25011723992	2025-Jan-17
1112163 ALBERTA LTD.	25020420768	2025-Feb-04
ARIES-AIRFLO HEATING & AIR CONDITIONING	25020420768	2025-Feb-04
HANCHEROFF, TREVOR, JOHN	25031830860	2025-Mar-18
STARTEC REFRIGERATION SERVICED LTD.	25043013751	2025-Apr-30
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25050917257	2025-May-09
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25051231062	2025-May-12
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25051231134	2025-May-12
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25051231593	2025-May-12
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25051231721	2025-May-12
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25082521589	2025-Aug-25
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25082521686	2025-Aug-25
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25082710259	2025-Aug-27
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25082710763	2025-Aug-27
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25082814143	2025-Aug-28
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25082814334	2025-Aug-28

Secured Party / Creditor	Registration No.	Registration Date
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25082822954	2025-Aug-28
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25082823024	2025-Aug-28
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25082823633	2025-Aug-28
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25082823779	2025-Aug-28
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25090832932	2025-Sep-08
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25090832942	2025-Sep-08
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25091132111	2025-Sep-11
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25091132308	2025-Sep-11
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25091132443	2025-Sep-11
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25091132468	2025-Sep-11
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25091212037	2025-Sep-12
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25091212722	2025-Sep-12
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25092226747	2025-Sep-22

Secured Party / Creditor	Registration No.	Registration Date
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25092226905	2025-Sep-22
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25100120215	2025-Oct-01
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25100120807	2025-Oct-01
STONHARD	25100624894	2025-Oct-06
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25100911956	2025-Oct-09
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25100912087	2025-Oct-09
VAN MAREN FINANCIAL (2019) LTD	25101628664	2025-Oct-16
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25111323975	2025-Nov-13
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25111324846	2025-Nov-13
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112004459	2025-Nov-20
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112005038	2025-Nov-20
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112009615	2025-Nov-20
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112010574	2025-Nov-20
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112013865	2025-Nov-20

Secured Party / Creditor	Registration No.	Registration Date
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112014264	2025-Nov-20
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112017609	2025-Nov-20
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112018357	2025-Nov-20
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112022460	2025-Nov-20
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112022954	2025-Nov-20
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112025349	2025-Nov-20
GOVERNMENT OF ALBERTA - EMPLOYMENT STANDARDS, COLLECTIONS UNIT	25112025812	2025-Nov-20
ASHE, EMYLN	26050126414	2026-May-01

British Columbia:

Secured Party	Registration No.	Registration Date
SONIDECH HOLDINGS LTD. and SONIDECH HOLDINGS LTD., AS AGENT	219647P	November 25, 2022
VAN MAREN FINANCIAL (2019) LTD.	169234Q	February 1, 2024

SCHEDULE "C"
PERMITTED ENCUMBRANCES

Real Property Permitted Encumbrances

PLAN 1920915
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 15.06 HECTARES (37.21 ACRES) MORE OR LESS

REGISTRATION NUMBER:	DATE:	PARTICULARS:
982 290 980	24/09/1998	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - VERMILION ENERGY INC
042 193 757	17/05/2004	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - VERMILION ENERGY INC.
162 137 028	24/05/2016	UTILITY RIGHT OF WAY GRANTEE - YELLOWHEAD GAS CO-OP LTD.
182 283 266	09/11/2018	CAVEAT RE : AGREEMENT CHARGING LAND , ETC. CAVEATOR - FORTISALBERTA INC.
182 283 267	09/11/2018	CAVEAT RE : AGREEMENT CHARGING LAND , ETC. CAVEATOR - FORTISALBERTA INC.

Personal Property Permitted Encumbrances

Nil

SCHEDULE 2
PERMITTED ENCUMBRANCES

Personal Property

1. NIL

Real Property

Sirona Lands:

Registration Number	Date	Particulars
982 290 980	24/09/1998	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - VERMILION ENERGY INC.
042 193 757	17/05/2004	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - VERMILION ENERGY INC. 520, 3 AVENUE SW, SUITE 3500
162 137 028	24/05/2016	UTILITY RIGHT OF WAY GRANTEE - YELLOWHEAD GAS CO-OP LTD.
182 283 266	09/11/2018	CAVEAT RE : AGREEMENT CHARGING LAND , ETC. CAVEATOR - FORTISALBERTA INC.
182 283 267	09/11/2018	CAVEAT RE : AGREEMENT CHARGING LAND , ETC. CAVEATOR - FORTISALBERTA INC.

SCHEDULE 3
EXCLUDED ASSETS

1. All cash, cash equivalents, securities, bank balances, funds, deposits or monies owned by the Company or on behalf of the Company at Closing (including for greater certainty, the Purchase Price and any other amounts paid by the Purchaser to the Monitor at Closing).
2. All right, title and interest in and to any tax refunds or credits from any period of time arising prior to the Closing Time;
3. All outstanding accounts, accounts receivable, choses in action,
4. The Excluded Contracts.
5. All Tax Liabilities of the Company for any tax period or the portion thereof prior to the Filing Date.

SCHEDULE 4
RETAINED CONTRACTS

1. All existing insurance contracts.
2. All Contracts with Employees other than the Terminated Employees.
3. FortisAlberta Inc. Agreement Number 18-HO-13050-R, dated June 28, 2018.
4. FortisAlberta Inc. Agreement Number 18-HO-13051-R, dated June 28, 2018. .

SCHEDULE 5
RETAINED LIABILITIES

1. All Contract Cure Costs, if any.
2. All Liabilities under the Retained Contracts from and after the Closing Time.
3. All arrears of levies, fees, or other amounts owing to Health Canada or any other Governmental Authority in respect of the Licences pursuant to Cannabis Fees Order, SOR/2018-198, or otherwise.
4. All Liabilities of the Company arising from and after the Closing Time, including, without limitation, any and all Tax Liabilities (including source deductions).
5. All Liabilities related to the Permitted Encumbrances.

SCHEDULE 6
IMPLEMENTATION STEPS

1. At least three (3) Business Days prior to the Closing Date, the Monitor shall cause the Company to form Residual Co. in accordance with the terms contained herein, in form satisfactory to the Purchaser, acting reasonably.
2. No less than five (5) days before the Closing Date, the Monitor shall cause Acreage Development to grant shareholder approval of the respective Articles of Reorganization, if required.
3. Effective as of the Closing Time, the following steps shall take place sequentially pursuant to the Approval and Vesting Order:
 - (a) ResidualCo shall be added to the CCAA Proceeding as an applicant;
 - (b) the Monitor shall cause the Company, to the extent it has not done so already, to terminate all employees deemed to be Terminated Employees pursuant to Section 8.5;
 - (c) the Excluded Assets and the Excluded Liabilities shall be transferred from the Company to Residual Co.;
 - (d) the Monitor shall cause the Company to file or deposit the Articles of Reorganization with the applicable Government Authority;
 - (e) the Monitor shall cause the Company to issue the Purchased Shares to the Purchaser;
 - (f) the Purchaser shall satisfy the Purchase Price in accordance with the terms of the Agreement;
 - (g) all outstanding Equity Interests in the Company shall be cancelled for no consideration pursuant to the Approval and Reverse Vesting Order;
 - (h) Closing shall be deemed to have occurred; and
 - (i) the Monitor shall deliver the Monitor's Certificate.

SCHEDULE “G”

Shauna Trueman

From: CommunicationsOfficer KB <CommunicationsOfficer.KB@albertacourts.ca>
Sent: Wednesday, June 24, 2026 1:15 PM
To: Kevin Hoy
Subject: Fw: Notice to Media - Application to Restrict Access

Notice: External Email

Please see the below confirmation that the Court of King's Bench of Alberta has received your Application to Restrict Access.

Notice:

The Applicant intends to apply for an order restricting publication of or public access to Court proceedings or records. You have the right to state your side of this matter before the judge. To do so, you must be present in Court when the application is heard on the date and at the time and place indicated in the Details of Hearing, below.

Details of hearing:

Details of hearing

Court File Number	2503-23802
Plaintiff Name(s)	Sirona Pharma Inc., et al
Name of Accused, Defendant(s), Respondent(s)	Service List Parties
Court Location	Edmonton
Court Date and Time	July 10, 2026 at 2:00 p.m.

Details of Application

Applicant Type	Other
Applicant's Name	Ernst & Young Inc. in its capacity as Monitor of Sirona Pharma Inc. et al.
Applicant's Lawyer	Ryan Trainer and Kevin Hoy
Email Address	kevin.hoy@mross.com

Details of restriction	The Monitor seeks a Restricted Court Access Order concerning a Confidential Appendix to a Report of the Monitor setting out commercially sensitive, non-public information pertaining to a Sales and Investment Solicitation Process.
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Please do not reply to this e-mail. For further information, please contact the email address provided in Details of Application, above.

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