

COURT FILE NUMBER 2201-
COURT COURT OF KING'S BENCH OF
ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp:

MATTER IN THE MATTER OF THE COMPANIES CREDITORS
ARRANGEMENT ACT, RSC 1985, c. C-36, AS AMENDED,
AND IN THE MATTER OF SUGARBUD CRAFT GROWER
CORP., TRICHOME HOLDINGS CORP. and 1800905
ALBERTA LTD.

APPLICANTS: SUGARBUD CRAFT GROWER CORP., TRICHOME
HOLDINGS CORP. and 1800905 ALBERTA LTD.

DOCUMENT: **ORIGINATING APPLICATION**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT: MLT AIKINS LLP
2100 Livingston Place
222 - 3rd Avenue S.W.
Calgary, AB T2P 0B4
Solicitor : Ryan Zahara/Chris Nyberg
Phone Number: 403-693-5420/2636
Email: rzahara@mltaikins.com/cnyberg@mltaikins.com
File No.: 0158011/00003

NOTICE TO RESPONDENT(S)

This application is made against you. You are Respondents.

You have the right to state your side of this matter before the Judge.

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

Date: October 14, 2022
Time: 11:00 a.m.
Where: Calgary Courts Centre *via* Webex videoconference
Before Whom: The Honourable Justice C. Dario on the Commercial List

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

Remedy Claimed or Sought

1. The Applicants, Sugarbud Craft Growers Corp. ("**SCGC**"), Trichome Holdings Corp. ("**THC**") and 1800905 Alberta Ltd. ("**Opco**" together with SCGC and THC, collectively "**Sugarbud**" or the "**Applicants**") respectfully seek an Order (an "**Initial Order**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"), substantially in the form attached hereto as **Schedule "A"**:
 - (a) abridging the time for service of this Application and the supporting materials and deeming service thereof to be good and sufficient;
 - (b) authorizing the continuation of the proposal proceedings (the "**NOI Proceedings**") commenced under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), on September 26, 2022 pursuant to the Notices of Intention to Make a Proposal filed by the Applicants (the "**NOIs**") under the CCAA;
 - (c) declaring that the Applicants are companies to which the CCAA applies;
 - (d) authorizing the Applicants to file a plan of arrangement;
 - (e) authorizing the Applicants to carry on business in a manner consistent with the preservation of its business and property;
 - (f) authorizing the Applicants to pay the reasonable expenses incurred by the Applicants in carrying out their business in the ordinary course, including certain expenses incurred prior to the date of the Initial Order;
 - (g) staying all proceedings, rights and remedies against or in respect of the Applicants, Monitor and its counsel, and the Applicants' professional advisors;
 - (h) approving and continuing the financing to be provided by the Interim Lender (as defined below), to the Applicants in a principal amount of \$2,000,000.00 pursuant to the terms and conditions of the Interim Financing Term Sheet;

- (i) approving and continuing the following charges over the assets and property of the Applicants in the following relative priorities and on the priority provided under the CCAA:
 - (i) First – a charge (the “**Administration Charge**”) in favor of Alvarez & Marsal Canada Inc. (“**A&M**”) in its capacity as [among other things] the Court-appointed Monitor of the Applicants (in such capacity as the “**Monitor**”), its legal counsel (the “**Administrative Professionals**”), the Applicants’ counsel in respect of their fees and disbursements to a maximum amount of \$500,000.00;
 - (ii) Second – a charge in favor of the Interim Lender;
 - (iii) Third – a charge in favor of the directors and officers of the Applicants to a maximum amount of \$200,000.00; and
 - (iv) Fourth – a charge in favor of certain key employees of the Applicants for amounts to be provided under a key employee retention plan (the “**KERP**”) in the amount of \$140,000.00;
- (j) approving and continuing the sales and investment and solicitation process (“**SISP**”) commenced under the NOI Proceedings to the CCAA Proceedings;
- (k) approving and continuing the KERP from the NOI Proceedings;
- (l) granting a Sealing Order (as defined and detailed below); and
- (m) such further and other relief as may be sought by the Applicants and this Honourable Court may deem appropriate.

Grounds for Making this Application:

- 2. On September 26, 2022, each of SCGC, THC and Opco filed a Notice of Intention to Make a Proposal pursuant to section 50.4(1) of the BIA with the Office of the Superintendent of Bankruptcy. A&M is the proposal trustee of each of SCGC, THC and Opco (in such capacity the “**Proposal Trustee**”).

3. The Applicants are each companies to which the CCAA applies and have greater than \$5,000,000.00 in outstanding creditor claims.
4. The Applicants have not filed a proposal in the NOI Proceedings.

Continuation into CCAA Proceeding

5. The Applicants are seeking to continue the NOI Proceedings under proceedings (the “**CCAA Proceedings**”) in the CCAA as the CCAA provides the most appropriate forum for these insolvency proceedings and presents the best possible chance of developing a restructuring plan that will maximize value and hopefully repay the Applicants’ creditors in full.
6. Given the time required to complete the SISF and potentially obtain security clearances for any new investors or purchasers of the assets it may be difficult to file a proposal within the six month period permitted under the NOI Proceedings.
7. The Applicants are also seeking the priority for the Charges afforded under the CCAA.
8. This requirement is also contained in the Interim Financing Term Sheet which requires the Applicants to, as soon as reasonably possible and by no later than October 15, 2022, continue the NOI Proceedings under the CCAA.
9. The CCAA will also allow for longer extensions of time than the 45 days provided for under the BIA to allow the Applicants to complete the CCAA Proceeding in a timely and efficient manner.

Extension of time to file a Plan

10. Sugarbud has acted, and continues to act, in good faith and with due diligence in advancing the NOI Proceedings and in commencing the CCAA Proceeding.
11. Sugarbud, by way of this Application, is seeking the continuation of the SISF and Interim Financing in the CCAA necessary to initiate and complete a restructuring of its affairs or the sale of its assets in order to maximize returns for the benefit of its stakeholders.

12. Sugarbud is also seeking a stay of proceedings and an extension of the time to file a plan until October 24, 2022.

SISP

13. In order to effect a restructuring of the Applicants, a SISP has been commenced under the NOI Proceedings and is sought to be continued under the CCAA Proceeding. The SISP will allow Sugarbud to solicit a potential investment transaction or facilitate a sale of its assets on a going concern basis. The SISP is being overseen by the Proposal Trustee and will continue to be overseen by the Monitor.
14. The SISP is a standard two-phase process with a Phase 1 Bid Deadline that requires the submission of a letter of intent and Phase 2 Bid Deadline that requires the submission of definitive documents. The Phase 1 Bid Deadline is proposed to be November 4, 2022 and the Phase 2 Bid Deadline is proposed to be December 9, 2022.
15. Sugarbud believes that the continuation of the SISP will adequately expose the opportunity to invest in or purchase the assets of Sugarbud to the market and will maximize the value for all of the stakeholders of Sugarbud.

Administration Charge

16. There are a number of legal, financial and operational issues for which Sugarbud requires the services of the Administrative Professionals in the CCAA Proceeding. The Administrative Professionals are integral to successfully developing a viable proposal, and in order to ensure their participation, the Administration Charge is required to protect and secure their fees and disbursements.
17. The Administrative Charge is reasonable and appropriate in the circumstances and critical to the success of the Applicants' insolvency proceedings. The proposed Administrative Charge is sought at the same level as was granted in the NOI Proceedings.

Interim Financing

18. Sugarbud is insolvent and unable to meet its obligations as they become due. Sugarbud requires interim financing to restart its operations and work towards filing a proposal to its creditors. Sugarbud's 13-Week Cash Flow Forecast (the "**Cash Flow Forecast**") shows that Sugarbud requires an immediate injection of funds to ensure its continued operations.
19. The Cash Flow Forecast estimates that funds in the amount of approximately \$2,000,000.00 will be required to, among other things, continue operations at the Facility and pay the Administrative Professionals.
20. The Interim Lender is prepared to advance up to \$2,000,000.00 to Sugarbud in accordance with the terms of the Interim Financing Facility (as defined in the Initial Order). The Interim Lender is prepared to advance the Interim Financing Facility to the Applicants provided that the Interim Financing Charge is granted to protect the interests of the Interim Lender in the priority provided for under the CCAA.
21. The Interim Lender's Charge is reasonable and appropriate in the circumstances and critical to the success of Sugarbud's insolvency proceedings.

Directors' Charge

22. The Directors' Charge is being sought as security for the indemnification obligations and potential liabilities that the Directors and Officers may face during the CCAA Proceedings. Sugarbud requires the continued participation of its current Directors and Officers and these personnel are essential to the viability of its restructuring efforts.
23. The Director's Charge is proposed to rank after the Interim Financing Charge and the Administration Charge and to be continued from the NOI Proceedings in the CCAA Proceedings at the same quantum.

KERP and KERP charge

24. Sugarbud has developed the key employee retention plan (the "**KERP**"), the terms and conditions of which are set out in the Confidential Appendix to the First Report of the

Proposal Trustee (the “**Confidential Appendix**”). The KERP provides incentives for key employees to continue to work for Sugarbud in the unusual circumstances that it faces and align their interests with that of Sugarbud’s stakeholders.

25. These key employees have been working, and will continue to work, with the objective of implementing the proposed restructuring even though their continued employment is uncertain.
26. In order to secure the aggregate amounts payable under the KERP, Sugarbud is seeking a charge (the “**KERP Charge**”) to the maximum amount of \$140,000.00 to secure the amounts payable under the KERP. The KERP Charge is proposed to rank behind the Administration Charge the Interim Financing Charge, and the Directors’ Charge and be continued in the CCAA Proceeding.

Sealing Order

27. The Applicants are seeking a sealing order that seals the personal and confidential employee information contained in the Confidential Appendix on the Court record.
28. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material of Evidence to be Relied On:

29. Affidavit of Daniel T. Wilson sworn on September 26, 2022, filed;
30. Supplemental Affidavit of Daniel T. Wilson sworn on September 28, 2022, filed;
31. Affidavit of Daniel T. Wilson sworn on October 7, 2022, to be filed;
32. Bench Brief of Sugarbud to be filed;
33. First Report of the Proposal Trustee, filed;
34. Pre-Filing Report of the Monitor, to be filed; and
35. Such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

36. The Alberta *Rules of Court*, AR 124/2010, as amended.

Applicable Acts and Regulations

37. The *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended, including, but not limited to sections 11.02(1), 11.2, 11.5, 11.52, 11.6 and 11.7.

38. The *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended; and

39. Such further and other Acts and Regulations as counsel may advise and that this Honourable Court may permit.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"

COURT FILE NUMBER: 2201-

COURT: COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE: CALGARY

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 SUGARBUD CRAFT GROWER CORP., TRICHOME HOLDINGS CORP. and 1800905 ALBERTA LTD.

APPLICANTS: SUGARBUD CRAFT GROWER CORP., TRICHOME HOLDINGS CORP. and 1800905 ALBERTA LTD.

DOCUMENT: **INITIAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: MLT AIKINS LLP
2100 Livingston Place
222 - 3rd Avenue S.W.
Calgary, AB T2P 0B4
Solicitor : Ryan Zahara/Chris Nyberg
Phone Number: 403-693-5420/2636
Email: rzahara@mltaikins.com/cnyberg@mltaikins.com
Fax Number: 403.508.4349
File No.: 0158011/00001

Clerk's Stamp:

DATE ON WHICH ORDER WAS PRONOUNCED: OCTOBER 14, 2022

LOCATION OF HEARING OR TRIAL: CALGARY, ALBERTA

JUSTICE WHO MADE THIS ORDER: HONOURABLE JUSTICE C. DARIO

UPON THE APPLICATION of Sugarbud Craft Grower Corp., Trichome Holdings Corp. and 1800905 Alberta Ltd. (the "**Applicants**"); **AND UPON** having read the Originating Application, the Affidavit of Daniel T. Wilson, sworn on October 7, 2022 (the "**CCAA Wilson Affidavit**"); and the Affidavit of Service of Joy Mutuku, filed; **AND UPON** reading the consent of Alvarez & Marsal Canada Inc. ("**A&M**") to act as the Monitor (the "**Monitor**"); **AND UPON** being advised that the secured creditors who are likely to be affected by the charges created herein have been provided

notice of this application and either do not oppose or alternatively consent to the within Order; **AND UPON** being advised that the Applicants had previously commenced proceedings (the “**NOI Proceedings**”) under Part III of the *Bankruptcy and Insolvency Act* (the “**BIA**”); **AND UPON** hearing counsel for the Applicants; **AND UPON** reading the Pre-Filing Report of the Monitor; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPLICATION

2. The Applicants are companies to which the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36 (the “**CCAA**”) applies.
3. The NOI Proceedings are hereby taken up and continued under the CCAA and the provisions of Part III of the BIA shall have no further Application to the Applicants.

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

5. The Applicants shall:
 - (a) remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”);
 - (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property;
 - (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to

retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order; and

- (d) be entitled to continue to utilize the central cash management system currently in place or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.
6. To the extent permitted by law, the Applicants shall be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:
- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
 - (b) the reasonable fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order.
7. Except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the

Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. The Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
 - (i) employment insurance,
 - (ii) Canada Pension Plan,
 - (iii) Quebec Pension Plan, and
 - (iv) income taxes,

but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any

nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Applicants.

9. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicants from time to time for the period commencing from and including the date of this Order ("**Rent**"), but shall not pay any rent in arrears.
10. Except as specifically permitted in this Order, the Applicants are hereby directed, until further order of this Court:
 - (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the date of this Order;
 - (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and
 - (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. The Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined in paragraph 35), have the right to:
 - (a) permanently or temporarily cease, downsize or shut down any portion of their business or operations and to dispose of redundant or non-material assets not exceeding \$50,000.00 in any one transaction or \$500,000 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;

- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
- (c) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor (as defined below) or further Order of the Court, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Applicants deem appropriate, in accordance with section 32 of the CCAA; and
- (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

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

12. The Applicants shall provide each of the relevant landlords with notice of the Applicants’ intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicants’ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further order of this Court upon application by the Applicants on at least two (2) days’ notice to such landlord and any such secured creditors. If the Applicants disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants’ claim to the fixtures in dispute.
13. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
 - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during

normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice; and

- (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

- 14. Until and including **October 24, 2022**, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

- 15. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:
 - (a) empower the Applicants to carry on any business that the Applicants are not lawfully entitled to carry on;

- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
 - (c) prevent the filing of any registration to preserve or perfect a security interest;
 - (d) prevent the registration of a claim for lien; or
 - (e) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment.
16. Nothing in this Order shall prevent any party from taking an action against the Applicants where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

18. During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Applicants, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Applicants,
- are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of their

current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. The Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

22. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**Directors' Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$200,000.00, as security for the indemnity provided in paragraph 21 of this Order. The Directors' Charge shall have the priority set out in paragraphs 41 and 43 herein.
23. Notwithstanding any language in any applicable insurance policy to the contrary:
- (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
 - (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

APPOINTMENT OF MONITOR

24. A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs and the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
25. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:
- (a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;
 - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately

report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;

- (c) assist the Applicants, to the extent required by the Applicants, in its dissemination to the Interim Lender and its counsel on a bi-weekly basis of financial and other information as agreed to between the Applicants and the Interim Lender which may be used in these proceedings, including reporting on a basis as reasonably required by the Interim Lender;
- (d) advise the Applicants in its preparation of the Applicants' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel on a periodic basis, but not less than bi-weekly, or as otherwise agreed to by the Interim Lender;
- (e) advise the Applicants in its development of the Plan and any amendments to the Plan;
- (f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Applicants or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (i) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

26. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by

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

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

addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, retainers, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

30. The Monitor and its legal counsel shall pass their accounts from time to time.
31. Pursuant to section 11.6 of the CCAA, the Administrative Charge ordered in the NOI Proceedings is hereby taken up and continued in the CCAA Proceedings. The Monitor, counsel to the Monitor, if any, and the Applicants counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$500,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 41 and 43 hereof.

INTERIM FINANCING

32. Pursuant to section 11.6 of the CCAA, the interim financing ordered in the NOI Proceedings be and is hereby taken up and continued in these CCAA Proceedings.
33. The Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from Connect First Credit Union Ltd. (the “**Interim Lender**”) in order to finance the Applicants’ working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed the principal amount of \$2,000,000.00 unless permitted by further order of this Court.
34. Such credit facility shall be on the terms and subject to the conditions set forth in the Interim Financing Term Sheet between the Applicants and the Interim Lender dated as of September 30, 2022 (the “**Interim Financing Term Sheet**”), filed.
35. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are

contemplated by the Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Interim Financing Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

36. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the **"Interim Lender's Charge"**) on the Property to secure all obligations under the Interim Financing Term Sheet and the Definitive Documents incurred on or after the date of this Order which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the Interim Financing Term Sheet and the Definitive Documents. The Interim Lender's Charge shall not secure any obligation existing before this the date this Order is made, except as otherwise noted in the Interim Financing Term Sheet. The Interim Lender's Charge shall have the priority set out in paragraphs 41 and 43 hereof.
37. Notwithstanding any other provision of this Order:
 - (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
 - (b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon 7 days' notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Interim Financing Term Sheet, Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the Interim Lender to the Applicants against the obligations of the Applicants to the Interim Lender under the Interim Financing Term Sheet, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment, and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

- (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.
38. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the “**BIA**”), with respect to any advances made under the Definitive Documents.

KERP AND KERP CHARGE

39. The terms and conditions of the KERP are hereby approved and the Applicants are authorized to perform its obligations thereunder, including making all payments required in accordance with the terms thereof.
40. Pursuant to section 11.6 of the CCAA, the employees eligible under the KERP shall be entitled to the benefit of and are hereby granted a charge on the Property to the extent of an aggregate amount of \$140,000.00 (the “**KERP Charge**”) as security for the payment of the obligations of the Applicants provided thereunder and the KERP Charge granted under the NOI Proceedings be and is hereby taken up and continued in these CCAA Proceedings. The KERP Charge shall have a priority set out in paragraphs [41] and [43] of this Order.

VALIDITY AND PRIORITY OF CHARGES

41. The priorities of the Directors' Charge, the Administration Charge, the Interim Lender's Charge and the KERP Charge, as among them, shall be as follows:
- First – Administration Charge (to the maximum amount of \$500,000.00);
- Second – Interim Lender's Charge;
- Third – Directors' Charge (to the maximum amount of \$200,000.00); and
- Fourth – KERP Charge (to the maximum amount of \$140,000.00).
42. The filing, registration or perfection of the Directors' Charge, the Administration Charge, the Interim Lender's Charge or the KERP Charge (collectively, the “**Charges**”) shall not be

required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

43. Each of the Directors' Charge, the Administration Charge, the Interim Lender's Charge and the KERP Charge (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.
44. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge, or the Interim Lender's Charge, or the KERP Charge unless the Applicants also obtain the prior written consent of the Monitor, the Interim Lender, and the beneficiaries of the Directors' Charge, the Administration Charge and the KERP Charge, or further order of this Court.
45. The Directors' Charge, the Administration Charge, the Interim Financing Term Sheet, the Definitive Documents, the Interim Lender's Charge and the KERP Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:
 - (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
 - (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
 - (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
 - (d) the provisions of any federal or provincial statutes; or

- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, Interim Financing Term Sheet or the Definitive Documents shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which it is a party;
 - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, the Applicants entering into the Interim Financing Term Sheet or the execution, delivery or performance of the Definitive Documents; and
 - (iii) the payments made by the Applicants pursuant to this Order, including the Interim Financing Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

ALLOCATION

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

SERVICE AND NOTICE

- 47. The Monitor shall (i) without delay, publish in newspapers selected by the Monitor a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under

the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000.00 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

GENERAL

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

respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

Justice of the Court of King's Bench of Alberta