

THIS IS EXHIBIT "4" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

PLAN SPONSOR TERM SHEET

July 12, 2024

RECITALS:

A. Delta 9 Cannabis Inc. (“**Delta Parent**”) is a publicly traded, vertically integrated cannabis company, operating as a licensed producer of cannabis (the “**Production Business**”) through its wholly owned subsidiary, Delta 9 Bio-Tech Inc. (“**Delta LP**”), as a retail cannabis business (the “**Retail Business**”) with shops throughout Manitoba, Saskatchewan and Alberta through its subsidiaries Delta 9 Cannabis Store Inc. (“**Delta Retail**”), and Delta 9 Lifestyle Cannabis Clinic Inc. (“**Delta Lifestyle**”) and as a distributor through its subsidiary, Delta 9 Logistics Inc. (“**Delta Logistics**”, and together with Delta Parent, Delta LP, Delta Retail and Delta Lifestyle, the “**Delta 9 Group**”).

B. The Delta 9 Group is indebted to: (i) SNDL Inc. (f/k/a Sundial Growers Inc.) (“**SNDL**”) pursuant to certain secured credit facilities made available to the Delta 9 Group (the “**SNDL Debt**”); and (ii) Delta LP is indebted to the Canada Revenue Agency (“**CRA**”) for certain unpaid excise tax arrears (collectively, the “**Secured Debt**”).

C. On May 21, 2024, SNDL issued a notice of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act* (Canada) as a result of defaults under the applicable secured loan facilities made available to the Delta 9 Group by SNDL.

D. In addition to the Secured Debt, the Delta 9 Group is indebted to various unsecured creditors, including amounts owing under certain shareholder loans, CRA in respect of the unsecured portion of Delta LP’s excise tax arrears, employee claims, and other unsecured claims (collectively, the “**Unsecured Claims**”).

E. The Delta 9 Group has engaged in negotiations with 2759054 Ontario Inc. o/a Fika Herbal Goods (“**Fika**” or the “**Plan Sponsor**”, and together with the Delta 9 Group, the “**Parties**”) regarding a transaction whereby Fika would acquire the Retail Business and, potentially, the assets of the Production Business. As a result of the Delta 9 Group’s desire to return value to shareholders, the Parties have agreed to an acquisition structure whereby Fika will acquire the Delta 9 Group and all of its assets in exchange for consideration that includes an equity swap and the assumption of certain debt, as further described herein (the “**Acquisition Transaction**”).

F. In order to effect the Acquisition Transaction, the Delta 9 Group intends to make an application for an initial order (the “**Initial Order**”), among other things, commencing proceedings (the “**CCAA Proceedings**”) under the *Companies Creditors’ Arrangement Act* (the “**CCAA**”), and appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as monitor to supervise the affairs of the Delta 9 Group for the CCAA Proceedings (the “**Monitor**”).

G. Fika intends to participate as Plan Sponsor in the CCAA Proceedings, and to present one or more plans of compromise or arrangement (collectively, the “**Plan**”) to the Delta 9 Group’s creditors to effect the Acquisition Transaction and acquire up to 100% of the Delta 9 Group, its assets and the proceeds from any divestiture completed through the CCAA Proceedings (the “**Restructuring**”).

H. In addition to the consideration proposed to complete the Acquisition Transaction (as described herein), the Plan Sponsor has agreed to provide debtor in possession funding to the Delta 9 Group to fund the CCAA Proceedings, including the Restructuring and the implementation of the Plan, all subject to, and in accordance with, the terms and conditions set out in this binding plan sponsor term sheet (this “**Term Sheet**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree that the terms and conditions set out below are intended to form the basis of the Plan.

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| <p>1. PLAN CONSIDERATION</p> | <p>The Plan Sponsor will contribute the following consideration to complete the Acquisition Transaction and fund the CCAA Proceedings:</p> <p>(a) Subject to (d) below, the Plan Sponsor shall establish a debtor-in-possession loan facility in favour of the Delta 9 Group in the maximum aggregate principal amount of \$16,000,000 (the “DIP Loan”) in accordance with the terms of a debtor-in-possession term sheet (the “DIP Term Sheet”), comprised of the following:</p> <p>(i) up to \$3,000,000, available upon the issuance of the ARIO (as defined herein), to be advanced on a weekly basis in accordance with the Cash Flow Forecast (as defined herein) to fund the CCAA Proceedings (“Tranche 1”); and</p> <p>(ii) up to \$13,000,000, to repay any and all secured obligations owing to SNDL under the Note Purchase Agreement dated March 30, 2022 and the Senior Secured Second-Lien Convertible Debenture dated March 30, 2022 (the “SNDL Mezzanine Debt”) promptly following issuance of the ARIO, provided that the amount of such obligations shall be confirmed by the Monitor (“Tranche 2”).</p> <p>The DIP Loan shall bear interest at a rate equal to the Toronto Dominion Bank “prime rate” plus 3%. The DIP Loan shall be secured by a Court-ordered charge over all of the assets of the Delta 9 Group, to be granted in the ARIO (the “DIP Loan Charge”). The DIP Loan Charge shall be a priority charge subject only to: (i) a Court-ordered administration charge not to exceed \$750,000; (ii) a Court-ordered Directors and Officers Charge not to exceed \$900,000 (the “D&O Charge”); (iii) a Court-ordered KERP charge not to exceed \$655,000; and (iv) secured obligations owing to SNDL.</p> <p>The Delta 9 Group shall use Tranche 1 to, among other things, pay all debt servicing payments that would otherwise be due and payable to SNDL but for these CCAA Proceedings. For greater certainty, the ARIO shall explicitly authorize the payment of such amounts.</p> <p>(b) The Plan Sponsor shall issue voting common shares in the capital of Fika to the shareholders of Delta Parent, with an aggregate value of \$2,000,000 at a valuation agreed between the Parties. Such Fika shares shall be issued through a structure satisfactory to the Parties, acting reasonably, and shall be deposited in a voting trust, with a trustee agreed upon by the Delta 9 Group and the Plan Sponsor.</p> |
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| | <p>(c) The Plan Sponsor shall make available voting common shares in the capital of Fika to the Equity Conversion Electing Creditors, defined below, with an aggregate value of \$4,000,000 at a valuation agreed between the Parties (such Fika shares being the “Fika Conversion Shares”). The Fika Conversion Shares shall be issued through a structure satisfactory to the Parties, acting reasonably, and shall be deposited in a voting trust, with a trustee agreed upon by the Delta 9 Group and the Plan Sponsor.</p> <p>“Equity Conversion Electing Creditors” means the creditors of Delta Retail and Delta Lifestyle holding Unsecured Claims who elect, prior to the implementation of the Plan, to convert all of their Unsecured Claims in Delta Retail or Delta Lifestyle, as applicable, into Fika Conversion Shares, at a ratio of Unsecured Claims to Fika Conversion Shares to be determined by the Plan Sponsor, at its sole discretion.</p> <p>(d) The Plan Sponsor shall pay out the outstanding balance of the SNDL Debt on Plan implementation.</p> <p>(e) The Plan Sponsor will fund any increase to the DIP Loan, if necessary, to cover the costs of the CCAA Proceedings, including, but not limited to, reasonable professional fees, costs and expenses of the CRO (as defined herein), general working capital, and the KERP. For certainty, the cash position of the Delta 9 Group shall be the responsibility of the Plan Sponsor from and after the commencement of the CCAA Proceedings.</p> <p>(f) The Plan Sponsor shall fund the Plan, including any distributions to creditors of the Delta 9 Group holding Unsecured Claims which, for certainty, shall exceed the amount that such creditors would receive in a bankruptcy provided that, for certainty, the minimum aggregate amount for all creditors holding Unsecured Claims in respect of the Delta 9 Group shall be no less than \$750,000.</p> <p>The consideration noted in this Section 1 is hereinafter referred to as the “Plan Consideration”.</p> |
| <p>2. CONVENIENCE CLASS</p> | <p>Creditors, when voting on the Plan, may select the convenience option (each a “Convenience Creditor” and collectively, the “Convenience Creditors”). Any creditor with a claim that has a value of less than an amount to be determined by the Plan Sponsor, in its sole discretion (the “Convenience Creditor Amount”) shall be deemed a Convenience Creditor. Convenience Creditors shall be deemed to vote in favour of the Plan. Convenience Creditors shall receive the lesser of the Convenience Creditor Amount or the quantum of their proven claim in full and final satisfaction of their claim.</p> <p>For greater certainty, there shall be a separate Convenience Creditor Amount for each of the Delta 9 Group entities, to be determined by the Plan Sponsor, in its sole discretion.</p> |

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| 3. DELTA LP SISP | <p>The Production Business and/or assets of Delta LP shall be monetized through a Court-approved sales process (the “Delta LP SISP”). The Parties shall make best efforts to seek the Court’s approval of the Delta LP SISP concurrent with the issuance of the ARIO. The Delta LP SISP shall be designed and agreed upon by the Delta 9 Group, the Plan Sponsor, and the Monitor. The Delta 9 Group shall not accept any offer made within the Delta LP SISP unless the Plan Sponsor consents to accepting such offer. The Parties acknowledge and agree that the proceeds of sale resulting from the Delta LP SISP shall be distributed in accordance with the Plan and with the approval of creditors with an economic interest in the financial outcome.</p> |
| 4. PLAN SPONSOR COVENANTS | <p>In addition to paying the Plan Consideration, the Plan Sponsor hereby covenants and agrees as follows:</p> <ul style="list-style-type: none"> (a) The Plan Sponsor intends to offer continued employment to each of the Delta 9 Group’s employees who are necessary to operate the Retail Business. (b) The Plan Sponsor shall support any request of the Delta 9 Group for the Court to approve third-party releases in favour of the board of directors and officers of the Delta 9 Group as part of any sanction order issued in connection with the Plan. (c) The Plan Sponsor shall support any request of the Delta 9 Group for the Court to approve third party releases in favour of the board of directors of Delta LP as part of any approval and reverse vesting order sought in the CCAA Proceedings. (d) The Plan Sponsor shall support the Delta 9 Group’s request for the Court to approve a Key Employee Retention Plan (the “KERP”), in form and substance acceptable to the Plan Sponsor, acting reasonably, but with aggregate consideration of no less than \$655,000.00, and it shall be a term of the KERP that the officers receive a release under any Plan or in any approval and reverse vesting transaction consummated for Delta LP. The Delta 9 Group shall provide the Plan Sponsor with a proposed draft of the KERP as soon as reasonably practicable following the execution of this Term Sheet. |
| 5. DELTA 9 GROUP COVENANTS | <p>The Delta 9 Group hereby covenants and agrees as follows:</p> <ul style="list-style-type: none"> (a) The Delta 9 Group will make best efforts to effect the Acquisition Transaction in accordance with the terms of this Term Sheet and the Plan. (b) The Delta 9 Group shall consult with the Plan Sponsor regarding any and all material decisions affecting the Restructuring that diverge from the terms and conditions of this Term Sheet and, for certainty, such decisions shall require the prior approval of the Plan Sponsor, not to be unreasonably withheld, conditioned or delayed. For certainty, if the Plan Sponsor does not accept or |

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| | <p>reject (with reasons) any such approval request within 48 hours, it will be deemed to approve such course of action.</p> |
| | <p>(c) The Delta 9 Group shall engage Mark Townsend as Chief Restructuring Officer (“CRO”) to facilitate the Restructuring. The CRO shall report to the CEO of Delta Parent and shall have no agency or ability to bind the Delta 9 Group without the express consent of the CEO or the board of directors of Delta Parent. The costs and expense of the CRO shall be funded by the DIP Loan. The CRO shall be given full access to all of the Delta 9 Group’s books and records and facilities. The CRO shall have the right to attend at all meetings of the board of directors of any of the Delta 9 Group entities. The CRO shall be consulted prior to any Delta 9 Group entity making any material decision related to the Restructuring and the CRO shall have the authority to make decisions and bind the Plan Sponsor for the purposes of this Binding Term Sheet.</p> |
| | <p>(d) The Delta 9 Group shall, as soon as reasonably practicable following the execution of this Term Sheet, provide the Plan Sponsor with a 13-week cash flow forecast (the “Cash Flow Forecast”). The Plan Sponsor shall have the right to comment on the Cash Flow Forecast. The Delta 9 Group shall obtain the Plan Sponsor’s approval of any Cash Flow Forecast prior to providing the same to the Court, provided such approval shall not be unreasonably withheld, conditioned or delayed.</p> |
| | <p>(e) The Delta 9 Group shall not file any documents with the Court unless the Plan Sponsor has approved the form and content of such documents, provided such approval shall not be unreasonably withheld, conditioned or delayed.</p> |
| | <p>(f) The Delta 9 Group shall oppose, and shall support Fika in opposing, any attempt by any person to seek the Court’s approval of any order that is not consistent with or would lead to an outcome that is not consistent with the terms of this Term Sheet.</p> |
| | <p>(g) In the circumstance whereby the Parties determine that the effecting of a successful Plan isn’t achievable, at the Plan Sponsor’s sole discretion, the Delta 9 Group shall: (i) initiate a process for the sale of the Delta 9 Group; and (ii) execute a stalking horse purchase agreement whereby the Plan Sponsor will act as stalking horse purchaser, with consideration substantially similar to that provided for herein.</p> |
| | <p>(h) The Delta 9 Group shall obtain the Court’s authorization to continue its existing cash management process in the ordinary course during the CCAA Proceedings.</p> |
| | <p>(i) The Delta 9 Group shall pay a break fee of \$1,500,000 to the Plan Sponsor in the event that: (i) the Court approves any plan of compromise or arrangement or any other transaction that</p> |

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| | <p>would have the effect of precluding the consummation of the Acquisition Transaction; or (ii) the Delta 9 Group otherwise enters into any agreement that would have the effect of precluding the consummation of the Acquisition Transaction.</p> <p>(j) The Delta 9 Group shall pay the Plan Sponsor a commitment fee of \$50,000 upon the execution of this Term Sheet (the “Commitment Fee”). The Commitment Fee shall be fully earned and payable upon the execution of this Term Sheet.</p> <p>(k) Delta Parent shall, on the execution of this Term Sheet, assign, transfer, and convey \$2,000,000 of debt owing by Delta Lifestyle to Delta Parent (the “Intercompany Debt”) such that the Plan Sponsor shall become the owner of the Intercompany Debt and all legal rights thereto, including but not limited to the right to further assign the Intercompany Debt.</p> <p>(l) At any meeting of the creditors of the Delta 9 Group held pursuant to the Meeting Order for the purpose of voting on the Plan, the Delta 9 Group entities shall not cast any votes in respect of the Plan on the basis of any intercompany debt that, at the time of such meeting of creditors, is owing to any Delta 9 Group entity from any other Delta 9 Group entity.</p> |
| <p>6. CONDITIONS PRECEDENT</p> | <p>The Parties agree that the obligation of the Plan Sponsor to perform its obligations under this Term Sheet will be subject to the following conditions precedent (which, for certainty, shall be staggered to reflect the relative timing of each event)):</p> <p>(a) The respective boards of directors of each of the Parties shall approve and ratify the execution of this Term Sheet;</p> <p>(b) the Court shall issue the initial order (the “Initial Order”) in the CCAA Proceedings, in substantially the form of the Alberta Template CCAA Initial Order, as may be amended by the Parties to reflect the terms and conditions set out herein, in form and substance satisfactory to the Plan Sponsor, acting reasonably;</p> <p>(c) the Court shall issue an amended and restated Initial Order (“ARIO”), in substantially the form of the Alberta Template CCAA Initial Order, as may be amended by the Parties to reflect the terms and conditions set out herein, in form and substance satisfactory to the Plan Sponsor, acting reasonably. For certainty, the ARIO will approve this Term Sheet, the DIP Loan, the DIP Loan Charge, the D&O Charge, the DIP Term Sheet, the KERP the appointment of the CRO and payment of Tranche 2 to SNDL promptly following the issuance of the ARIO in full satisfaction of the SNDL Mezzanine Debt;</p> <p>(d) the Court shall issue an order, in form and substance satisfactory to the Plan Sponsor, acting reasonably, approving the Delta LP SISP (the “Delta LP SISP Order”);</p> |

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| | <p>(e) the Court shall issue an order, in form and substance satisfactory to the Plan Sponsor, acting reasonably, approving a creditor meeting order (the “Meeting Order”);</p> <p>(f) the Court shall issue an order, in form and substance satisfactory to the Plan Sponsor, acting reasonably, approving a claims procedure (the “Claims Process Order”);</p> <p>(g) a majority in number representing two thirds in value of each class of creditors shall vote in favour of the Plan (provided that if the Plan is not approved, the offer of Fika contemplated herein will be deemed to convert to a stalking horse bid within a Court-supervised sale and investment solicitation process (“SISP”); and</p> <p>(h) if not converted to a SISP, the Court shall issue an order, in form and substance satisfactory to the Plan Sponsor, acting reasonably, approving the Plan (the “Plan Approval Order”).</p> |
| 7. CREDITOR DISTRIBUTION | <p>Creditors shall be paid in accordance with the Plan or in accordance with relative priorities from the outcome of the Delta LP SISP (subject to any other agreement amongst the creditors of Delta Parent), as follows:</p> <p>(a) The Convenience Creditors shall be paid their applicable Convenience Creditor Amount upon the implementation of the Plan.</p> <p>(b) The Equity Conversion Electing Creditors shall receive the Fika Conversion Shares upon the implementation of the Plan, in satisfaction of their Unsecured Claims.</p> <p>(c) All creditors of the Delta 9 Group who hold Unsecured Claims and are not Convenience Creditors or Equity Conversion Electing Creditors shall receive a payment, to be determined by the Plan Sponsor, in consultation with the Monitor, which shall exceed the amount that such creditors would receive in a bankruptcy, in satisfaction of their Unsecured Claims but in aggregate shall be equal to or exceed the amounts contemplated herein.</p> |
| 8. EQUITY | <p>Upon implementation of the Plan:</p> <p>(a) Delta Parent shall issue new common shares to the Plan Sponsor (the “New Shares”), in a manner satisfactory to the Plan Sponsor and, following the cancellation described in Section 8(b), such New Shares shall represent 100% of the issued and outstanding equity of Delta Parent;</p> <p>(b) all issued and outstanding common shares of Delta Parent shall be cancelled, terminated and extinguished without compensation or consideration, save and except for the New Shares; and</p> |

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| | <p>(c) any other equity interests of any nature or kind of Delta Parent, excluding the New Shares, shall be cancelled, terminated and extinguished without compensation or consideration.</p> |
| 9. CLAIMS PROCESS | <p>The procedure for determining the validity of creditor's claims will be governed by the Claims Process Order. The Claims Process Order shall consider, among other things, the following:</p> <ul style="list-style-type: none"> (a) classification of creditors; (b) claims bar date; and (c) review, assessment and determination of claims. <p>The Claims Process Order shall be on usual and customary terms and shall be in form and substance acceptable to the Plan Sponsor acting reasonably.</p> |
| 10. MEETING ORDER | <p>The procedure for conducting the creditors' meetings (the "Creditors Meetings") for each member of the Delta 9 Group filing a Plan shall be set out in the Meeting Order. The Meeting Order shall be in form and substance acceptable to the Plan Sponsor, acting reasonably. The Meeting Order shall consider, among other things, the following:</p> <ul style="list-style-type: none"> (a) the date(s) that the Creditors' Meetings shall be held; (b) Plan voting procedures; (c) adjournment and postponement procedures; and (d) Plan related disclosure and associated timeline and schedule. |
| 11. RESTRUCTURING STEPS | <p>The Restructuring shall be completed in accordance with the steps set out below. The Parties agree that they shall make best efforts to complete each step within the timelines set out below, provided a failure to meet such deadlines despite acting in good faith shall not be a breach of this Term Sheet or a condition precedent:</p> <ul style="list-style-type: none"> (a) the Delta 9 Group engages A&M as Monitor; (b) the Court approves the Initial Order on the "Filing Date"; (c) the Court approves the ARIO, the Delta LP SISP Order, and the Claims Process Order no more than 10 days after the Filing Date; (d) the Parties settle the terms of the Plan as soon as reasonably possible but no later than 21 days after the Filing Date; (e) the Court approves the Meeting Order no later than 28 days after the Filing Date; (f) the Delta LP SISP, including any auction held therewith, concludes no later than 40 days after the Filing Date; |

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| | <p>(g) the claims process is completed no later than 45 days after the Filing Date;</p> <p>(h) the creditors meet to vote on the Plan no later than 75 days after the Filing Date, subject to any adjournments as contemplated by the terms of the Meeting Order;</p> <p>(i) the Court approves the Plan no later than 90 days after the Filing Date;</p> <p>(j) the Plan is implemented, including but not limited to payment of creditors in accordance with the Plan by no later than 90 days after the Filing Date;</p> <p>(k) all payments to creditors are completed by the Monitor no later than 90 days after the Filing Date; and</p> <p>(l) Delta Parent issues new common shares to the Plan Sponsor in accordance with Section Error! Reference source not found. hereof, and completes all necessary amendments to Delta Parent's articles of incorporation, amalgamation or continuance, as applicable, no later than 120 days after the Filing Date.</p> |
| 12. JURISDICTION | The Parties agree to submit to the non-exclusive jurisdiction of the courts of the Province of Alberta and agree to be bound to any suit, action or proceeding commenced in such courts and by any order or judgment resulting from such suit, action or proceeding. For certainty, the Delta 9 Group shall use best efforts to have the CCAA Proceedings commenced in the courts in the Province of Alberta (the " Court "). |
| 13. TERMINATION | This Term Sheet and the obligations of the Parties contained herein shall automatically cease and terminate if the Restructuring is not implemented on or before October 14, 2024. |
| 14. AMENDMENT | This Term Sheet may not be amended without the mutual agreement of the parties. |
| 15. CURRENCY | All references to currency noted in this Term Sheet shall be a reference to Canadian dollars. |
| 16. EXCLUSIVITY | Other than within the context of a SISP contemplated under this Term Sheet, the Delta 9 Group agrees to negotiate exclusively with the Plan Sponsor in respect of the Restructuring contemplated herein for a period beginning on the date of this Term Sheet and ending 93 days after the date hereof (the " Exclusivity Period ") in an effort to negotiate and complete the Restructuring, the Delta 9 Group shall not, and shall not cause or permit any of its officers, directors, employees, representatives or agents to, directly or indirectly: (a) encourage, solicit, initiate or participate in any way in discussions or negotiations with; (b) provide any information to; or (c) enter into any agreement, arrangement or understanding with any person or group of persons, in each case concerning any transactions, whether by merger, business combination, sale of all or a material portion of the assets of the Delta 9 Group or the |

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| | equity securities of the Delta 9 Group or any other disposition of Delta 9 Group that would be competitive with or have an adverse impact on the Restructuring or Acquisition Transaction (or would otherwise not be in the ordinary course for the Delta 9 Group). |
| 17. ASSIGNMENT | Fika may assign its rights or obligations under this Term Sheet to any affiliate with prior written notice to the Delta 9 Group, but without prior written consent; provided that Fika shall remain primarily liable to the Delta 9 Group for the performance of all of its obligations contemplated herein. Other than the foregoing, neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party. For certainty, and notwithstanding any assignment by Fika, all Delta Parent Shares and Fika Conversion Shares shall be issued in the capital of Fika. |
| 18. COSTS | Upon approval of the DIP Loan, and subject to section 1(d), all reasonable accrued and continuing costs and expenses of the Parties incurred in connection with the Restructuring (" Costs and Expenses ") shall be borne by the Delta 9 Group and shall be paid in accordance with the Cash Flow Forecast. In addition to the foregoing, any of the Plan Sponsor's Costs and Expenses not paid in accordance with the Cash Flow Forecast shall become due and payable to the Plan Sponsor, on behalf of the Delta 9 Group, two (2) business days after the earlier of: (i) the implementation of the Plan; (ii) the Court approving any plan of compromise and arrangement or any other transaction that would have the effect of precluding the consummation of the Acquisition Transaction; or (iii) the Delta 9 Group otherwise entering into any agreement that would have the effect of precluding the consummation of the Acquisition Transaction. |
| 19. COUNTERPARTS | This Term Sheet may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Term Sheet shall be deemed to constitute due and sufficient delivery of such counterpart. |
| 20. BINDING AGREEMENT | This Term Sheet shall constitute a binding agreement between the Parties. Each Party agrees to execute and deliver such further documents and do such further acts and things as may be necessary to carry out the intent and purpose of this Term Sheet. |

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

**2759054 ONTARIO INC. O/A FIKA
HERBAL GOODS**

Signed by:

Per: _____
Name: Mark Vasey
Title: CEO

DELTA 9 CANNABIS INC.

Per: _____
Name: John Arbuthnot
Title: _____

DELTA 9 LOGISTICS INC.

Per: _____
Name: John Arbuthnot
Title: _____

DELTA 9 CANNABIS STORE INC.

Per: _____
Name: John Arbuthnot
Title: _____

DELTA 9 BIO-TECH INC.

Per: _____
Name: John Arbuthnot
Title: _____

**DELTA 9 LIFESTYLE CANNABIS CLINIC
INC.**

Per: _____
Name: John Arbuthnot
Title: _____

THIS IS EXHIBIT "5" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024

A handwritten signature in blue ink, appearing to read "H. J. Arbutnot", is written over a horizontal line.

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Retail Cannabis Store Portfolio – As of June 21, 2024

Delta 9 Cannabis Store

| # | Store Name | Operating Subsidiary | Address | Employees |
|---------------------|----------------|----------------------|---|-----------|
| Alberta | | | | |
| 1. | Calgary | Store | Unit 210 – 777 8 Avenue SW, Calgary, Alberta | 2 |
| 2. | Grande Prairie | Store | 106 – 10126 120 Avenue, Grande Prairie, Alberta | 5 |
| 3. | Beverly | Store | 4512 118 Avenue NW, Edmonton, Alberta | 4 |
| 4. | Kensington | Store | 12620 132 Avenue NW, Edmonton, Alberta | 7 |
| Saskatchewan | | | | |
| 5. | Lloydminster | Store | Unit 7 – 3427 50 Avenue, Lloydminster, Saskatchewan | 8 |
| Manitoba | | | | |
| 6. | Dakota | Lifestyle | Unit 1 – 827 Dakota Street, Winnipeg, Manitoba | 12 |
| 7. | River | Lifestyle | 478 River Avenue, Winnipeg, Manitoba | 10 |
| 8. | Brandon | Lifestyle | 1570 18th Street, Brandon, Manitoba | 11 |
| 9. | Thompson | Lifestyle | 300 Mystery Lake Road, Thompson, Manitoba | 15 |
| 10. | Kenaston | Lifestyle | 1589 Kenaston Boulevard, Winnipeg, Manitoba | 11 |
| 11. | Kildonan | Lifestyle | 655 – 1615 Regent Avenue West, Winnipeg, Manitoba | 10 |
| 12. | Kirkfield | Lifestyle | 3321 Portage Avenue, Winnipeg, Manitoba | 2 |
| 13. | Bunns Creek | Lifestyle | 2001 Henderson Highway, Winnipeg, Manitoba | 9 |
| 14. | Northgate | Lifestyle | 1399 McPhillips Street, Winnipeg, Manitoba | 8 |
| 15. | Selkirk | Lifestyle | 379 Main Street, Selkirk, Manitoba | 9 |
| 16. | Pembina | Lifestyle | 2081 Pembina Highway, Winnipeg, Manitoba | 10 |
| 17. | St. James | Lifestyle | 1719 Portage Ave, Winnipeg, Manitoba | 6 |
| 18. | Crestview | Lifestyle | 3421 Portage Ave, Winnipeg, Manitoba | 8 |
| 19. | Dauphin | Lifestyle | 1351 Main St, Dauphin, Manitoba | 7 |
| 20. | Winnipeg | Lifestyle | 78 Marion Street, Winnipeg, Manitoba | 5 |
| 21. | Sargent | Lifestyle | 625 Sargent Ave, Winnipeg, Manitoba | 7 |

Uncle Sam's Cannabis

| # | Store Name | Operating Subsidiary | Address | Employees |
|----------------|----------------------------|----------------------|---|-----------|
| Alberta | | | | |
| 1. | Sherwood Park | Store | 301 101 Granada Boulevard, Sherwood Park, Edmonton, Alberta T8A 4W2 | 6 |
| 2. | Fort Road | Store | 13572 Fort Road NW, Edmonton, Alberta T5A 1C5 | 4 |
| 3. | Morinville | Store | 1-10219 100 Avenue, Morinville, Edmonton, Alberta T8R 1P9 | 5 |
| 4. | Calgary Trail | Store | 10404 68 Avenue NW, Edmonton, Alberta T6H 2A9 | 3 |
| 5. | St. Albert | Store | 106 506 St. Albert Trail, St. Albert, Alberta T8N 5Z1 | 4 |
| 6. | 50 th Street NW | Store | 12751 50 Street NW, Edmonton, Alberta T5A 4L8 | 3 |
| 7. | 97 th Street NW | Store | 12950 97 Street NW, Edmonton, Alberta T8A 4W2 | 4 |
| 8. | Castle Downs | Store | 13712 Castle Downs Road, Edmonton, Alberta T5X 4H7 | 4 |
| 9. | 90 th Avenue NW | Store | 17042 90 Avenue, Edmonton, Alberta T5T 1L6 | 6 |

Discounted Cannabis

| # | Store Name | Operating Subsidiary | Address | Employees |
|----------------|----------------------------|----------------------|---|-----------|
| Alberta | | | | |
| 1. | Beaumont | Store | 101-5003 30 Avenue, Beaumont, Alberta T4X 1T9 | 5 |
| 2. | Morinville | Store | 9507 100 Street, Morinville, Alberta T8R 1R2 | 4 |
| 3. | 50 th Street NW | Store | 12988 50 Street NW, Edmonton, Alberta T5A 4L2 | 4 |
| 4. | 82 nd Street NW | Store | 12916 82 Street NW, Edmonton, Alberta T5E 2T2 | 4 |
| 5. | 118 th Ave NW | Store | 13210 118 Avenue NW, Edmonton, Alberta T5L 4N4 (Circle Square) | 4 |
| 6. | 127 th Street | Store | 14147 127 Street NW, Edmonton, Alberta T6V 1E7 | 6 |
| 7. | Stony Plain | Store | 105-4600 48 Street, Stony Plain, Alberta T7Z 1L4 | 5 |
| 8. | Manning Crossing | Store | 106-2-256 Manning Crossing NW Unit A, Edmonton, Alberta T5A 5A1 | 5 |

Garden Variety

| # | Store Name | Operating Subsidiary | Address | Employees |
|-----------------|---------------|----------------------|--|-----------|
| Manitoba | | | | |
| 1. | Ellice | Lifestyle | 1424 Ellice Avenue, Winnipeg, Manitoba, R3G 0G4 | 10 |
| 2. | Season Tuxedo | Lifestyle | 655 Sterling Lyon Parkway, Winnipeg, Manitoba, R3P 2S8 | 6 |
| 3. | Brandon | Lifestyle | 1350 18 Street, Brandon, Manitoba, R7A 5C4 | 8 |

Administrative Support

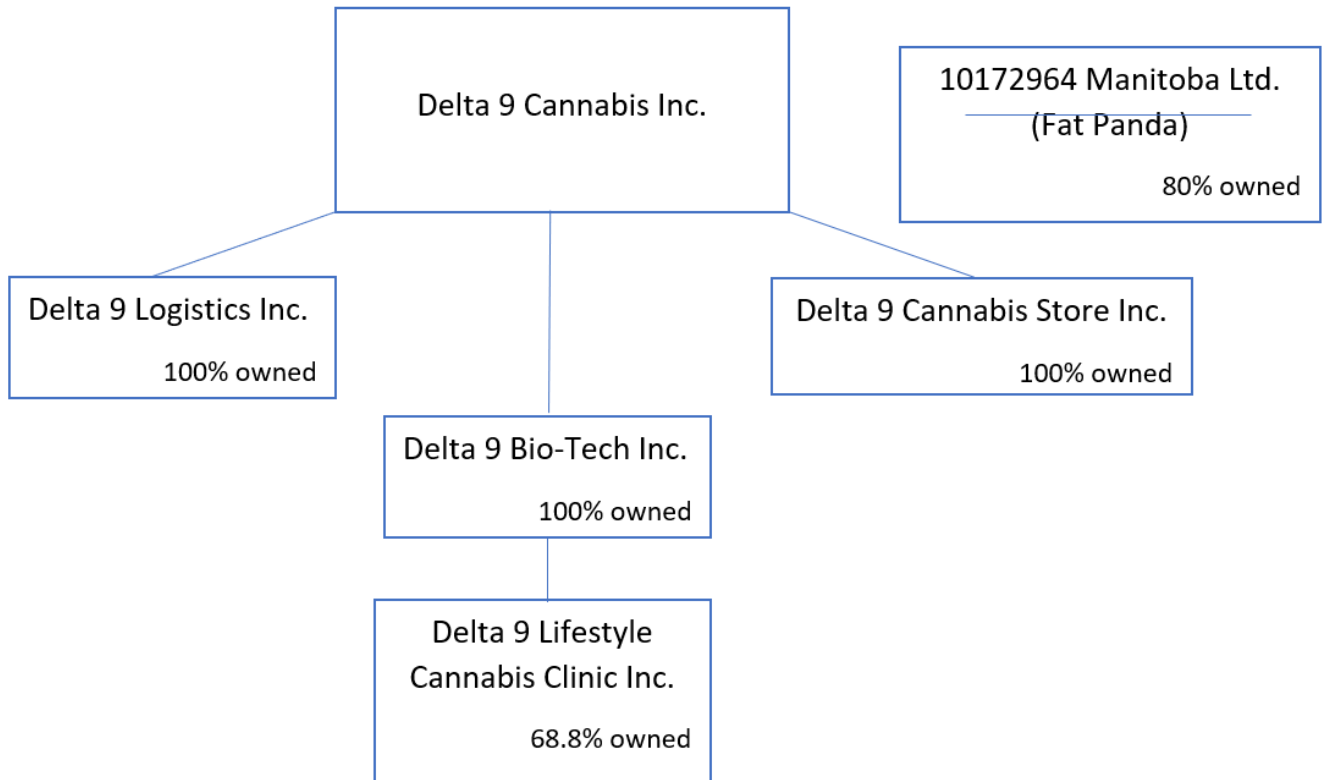
| Employees | Operating Subsidiary |
|-----------------|----------------------|
| Manitoba | |
| 2 | Lifestyle |
| Alberta | |
| 2 | Store |

THIS IS EXHIBIT "6" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024

A handwritten signature in blue ink, appearing to read "Aryahilander", is written over a horizontal line.

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Delta 9 Corporate Org Chart



Delta 9 Cannabis Inc.:

- Publicly traded parent holding company, no cannabis related operations
- Jurisdiction of Incorporation (British Columbia)
- Debt:
 - o CFCU Facility, \$28,319,000 Senior Secured, GSA against all operating subsidiaries
 - o SNDL Debenture, \$10,000,000, Second Lien, Subordination Agreement with CFCU, GSA against all operating subsidiaries
- TSX:DN

Delta 9 Bio-Tech Inc.:

- 100% owned subsidiary, operates a 95,000 square foot cannabis cultivation and processing operation in Winnipeg, Manitoba
- Jurisdiction of Incorporation (Continued in Alberta)
- Owns Industrial Real Estate Asset: Market Valuation \$17,700,000 (Jan 2024)
- Health Canada licensed for cultivation, processing, sale of medical and recreational cannabis

Delta 9 Lifestyle Cannabis Clinic Inc.:

- 68.8% owned subsidiary of Bio-Tech, Operates 19 cannabis retail stores under the Delta 9 and Garden Variety brands
- Jurisdiction of Incorporation (Continued in Alberta)
- Debt:
 - o Shareholder Loan: \$2,843,000
- Licensed by Liquor, Gaming, and Cannabis Authority (LGCA) in Manitoba for retail sales of recreational cannabis

Delta 9 Cannabis Store Inc.:

- 100% owned subsidiary, Operates 22 cannabis retail stores under the Delta 9, Uncle Sam's, and Discounted Cannabis Brands
- Jurisdiction of Incorporation (Canada), Extra-Provincial Registration (Alberta)
- Debt:
 - o Shareholder Loan: \$4,451,193
- Licensed by the Alcohol, Gaming, Lottery, and Cannabis Authority of Alberta (AGLC) for retail sales of recreational cannabis
- Licensed by the Saskatchewan Liquor and Gaming Authority (SLGA) for retail sales of recreational cannabis

Delta 9 Logistics Inc.:

- 100% owned subsidiary, Operates a distribution and cross-docking facility in Winnipeg, Manitoba
- Jurisdiction of Incorporation (Continued in Alberta)
- Licensed by Liquor, Gaming, and Cannabis Authority (LGCA) in Manitoba for distribution (logistics) of cannabis

THIS IS EXHIBIT "7" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA



BC Company Summary

For
DELTA 9 CANNABIS INC.

Date and Time of Search: July 11, 2024 11:56 AM Pacific Time
Currency Date: April 11, 2024

ACTIVE

| | | |
|----------------------------------|------------------------------|---------------------------|
| Incorporation Number: | BC0627676 | |
| Name of Company: | DELTA 9 CANNABIS INC. | |
| Business Number: | 885701912 BC0001 | |
| Recognition Date: | Incorporated on May 16, 2001 | In Liquidation: No |
| Last Annual Report Filed: | May 16, 2023 | Receiver: No |

COMPANY NAME INFORMATION

| Previous Company Name | Date of Company Name Change |
|--------------------------|-----------------------------|
| SVT CAPITAL CORP. | October 31, 2017 |
| VERONA DEVELOPMENT CORP. | August 10, 2016 |

REGISTERED OFFICE INFORMATION

| Mailing Address: | Delivery Address: |
|--|--|
| 2600 - 1066 WEST HASTINGS STREET VANCOUVER BC V6E 3X1 CANADA | 2600 - 1066 WEST HASTINGS STREET VANCOUVER BC V6E 3X1 CANADA |

RECORDS OFFICE INFORMATION

| Mailing Address: | Delivery Address: |
|--|--|
| 2600 - 1066 WEST HASTINGS STREET VANCOUVER BC V6E 3X1 CANADA | 2600 - 1066 WEST HASTINGS STREET VANCOUVER BC V6E 3X1 CANADA |

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Aird, Hugh H.

Mailing Address:

148A BALMORAL AVENUE
TORONTO ON M4V 1J4
CANADA

Delivery Address:

148A BALMORAL AVENUE
TORONTO ON M4V 1J4
CANADA

Last Name, First Name, Middle Name:

Arbuthnot III, John William (Bill)

Mailing Address:

P.O BOX 68096
WINNIPEG MB R3L 2V9
CANADA

Delivery Address:

C/O 351 OAK STREET
WINNIPEG MB R3M 3P8
CANADA

Last Name, First Name, Middle Name:

Arbuthnot IV, John William (John)

Mailing Address:

351 OAK STREET
WINNIPEG MB R3M 3P8
CANADA

Delivery Address:

351 OAK STREET
WINNIPEG MB R3M 3P8
CANADA

Last Name, First Name, Middle Name:

Kaushal, Nitin

Mailing Address:

48 FRYBROOK CRESCENT
RICHMOND HILL ON L4B 4B9
CANADA

Delivery Address:

48 FRYBROOK CRESCENT
RICHMOND HILL ON L4B 4B9
CANADA

Last Name, First Name, Middle Name:

Starkey, Stuart

Mailing Address:

304 BOWER BLVD.
WINNIPEG MB R3P 0L3
CANADA

Delivery Address:

304 BOWER BLVD.
WINNIPEG MB R3P 0L3
CANADA

OFFICER INFORMATION AS AT May 16, 2023

Last Name, First Name, Middle Name:

Arbuthnot IV, John William (John)

Office(s) Held: (CEO)

Mailing Address:

351 OAK STREET
WINNIPEG MB R3M 3P8
CANADA

Delivery Address:

351 OAK STREET
WINNIPEG MB R3M 3P8
CANADA

Last Name, First Name, Middle Name:

Kaushal, Nitin

Office(s) Held: (Other Office(s))

Mailing Address:

48 FRYBROOK CRESCENT
RICHMOND HILL ON L4B 4B9
CANADA

Delivery Address:

48 FRYBROOK CRESCENT
RICHMOND HILL ON L4B 4B9
CANADA

Last Name, First Name, Middle Name:

Lawson, James P.

Office(s) Held: (CFO, Secretary)

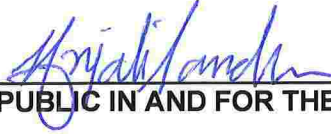
Mailing Address:

310 - 470 KENASTON BOULEVARD
WINNIPEG MB R3N 1Z1
CANADA

Delivery Address:

310 - 470 KENASTON BOULEVARD
WINNIPEG MB R3N 1Z1
CANADA

THIS IS EXHIBIT "8" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024

A handwritten signature in blue ink, appearing to read "H. J. Anderson", is written over a horizontal line.

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Government of Alberta

■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search:2024/07/12

Time of Search:11:19 AM

Search provided by:MLT AIKINS LLP (CALGARY)

Service Request Number:42533611

Customer Reference Number:136555.34/raa

Corporate Access Number:2026308227

Business Number:773250006

Legal Entity Name:DELTA 9 LOGISTICS INC.

Legal Entity Status:Active

Alberta Corporation Type:Named Alberta Corporation

Method of Registration:Continuance

Previous Canadian/Foreign Jurisdiction:MANITOBA

Date of Continuance into Alberta:2024/07/12 YYYY/MM/DD

Date Of Formation in Home Jurisdiction:2021/10/05 YYYY/MM/DD

Registered Office:

Street:2100-222 3 AVE SW

City:CALGARY

Province:ALBERTA

Postal Code:T2P0B4

Records Address:

Street:2100-222 3 AVE SW

City:CALGARY

Province:ALBERTA

Postal Code:T2P0B4

Email Address:CAL_CORPFILING@MLTAIKINS.COM

Primary Agent for Service:

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|-----------|------------|-------------|----------------|-------------------|---------|----------|-------------|------------------------------|
| NYBERG | CHRIS | | MLT AIKINS LLP | 2100-222 3 AVE SW | CALGARY | ALBERTA | T2P0B4 | CAL_CORPFILING@MLTAIKINS.COM |

Directors:

Last Name:ARBUTHNOT IV

First Name:JOHN

Street/Box Number: 351 OAK STREET
City: WINNIPEG
Province: MANITOBA
Postal Code: R3M3P8

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE "C"

Other Information:

Filing History:

| List Date (YYYY/MM/DD) | Type of Filing |
|------------------------|--------------------------|
| 2024/07/12 | Continuance Into Alberta |

Attachments:

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|--------------------|----------------------------|
| Share Structure | ELECTRONIC | 2024/07/12 |
| Restrictions on Share Transfers | ELECTRONIC | 2024/07/12 |
| Other Rules or Provisions | ELECTRONIC | 2024/07/12 |
| Letter of Approval | 10000807146287759 | 2024/07/12 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



THIS IS EXHIBIT "9" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Government of Alberta

■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search:2024/07/12

Time of Search:11:18 AM

Search provided by:MLT AIKINS LLP (CALGARY)

Service Request Number:42533584

Customer Reference Number:136555.34/raa

Corporate Access Number:2026278883

Business Number:761312222

Legal Entity Name:DELTA 9 BIO-TECH INC.

Legal Entity Status:Active

Alberta Corporation Type:Named Alberta Corporation

Method of Registration:Continuance

Previous Canadian/Foreign Jurisdiction:CANADA

Date of Continuance into Alberta:2024/07/12 YYYY/MM/DD

Date Of Formation in Home Jurisdiction:2017/10/31 YYYY/MM/DD

Registered Office:

Street:2100-222 3 AVE SW

City:CALGARY

Province:ALBERTA

Postal Code:T2P0B4

Records Address:

Street:2100-222 3 AVE SW

City:CALGARY

Province:ALBERTA

Postal Code:T2P0B4

Email Address:CAL_CORPFILING@MLTAIKINS.COM

Primary Agent for Service:

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|-----------|------------|-------------|----------------|-------------------|---------|----------|-------------|------------------------------|
| NYBERG | CHRIS | | MLT AIKINS LLP | 2100-222 3 AVE SW | CALGARY | ALBERTA | T2P0B4 | CAL_CORPFILING@MLTAIKINS.COM |

Directors:

Last Name:ARBUTHNOT IV

First Name:JOHN

Middle Name: WILLIAM
Street/Box Number: 351 OAK STREET
City: WINNIPEG
Province: MANITOBA
Postal Code: R3M3P8

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE "C"

Other Information:

Filing History:

| List Date (YYYY/MM/DD) | Type of Filing |
|------------------------|-------------------------------------|
| 2024/07/12 | Continuance Into Alberta |
| 2024/07/12 | Update Business Number Legal Entity |

Attachments:

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|--------------------|----------------------------|
| Share Structure | ELECTRONIC | 2024/07/12 |
| Restrictions on Share Transfers | ELECTRONIC | 2024/07/12 |
| Other Rules or Provisions | ELECTRONIC | 2024/07/12 |
| Letter of Approval | 10000007146287758 | 2024/07/12 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



THIS IS EXHIBIT "10" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

File Summary

Registry No : 7499524
Entity Name : DELTA 9 LIFESTYLE CANNABIS CLINIC INC.

As of : 12-Jul-2024

Entity Name : DELTA 9 LIFESTYLE CANNABIS CLINIC INC.
Registry No : 7499524
Business No : 729015123MC0001
Current Status : Active

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 09-Feb-2017
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 31-Mar-2025
Year of Last A/R - Renewal : 2024
Nature of Business : RETAIL
NAICS Code : 453

Registered Office Address :
Address : MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1

Mailing Address :
Name :
Address : PO BOX 68096
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3L 2V9

Director Information :
Name : ARBUTHNOT IV, JOHN
Address : 351 OAK STREET
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3M 3P8
Name : HIRSH, LEN
Address : 2ND FLOOR 310 ROSS AVE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3A 0L4
Date Became : 26-Jul-2019
Name : LAWSON, JAMES
Address : PO BOX 68096
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3L 2V9

Officer Information :
Name : ARBUTHNOT IV, JOHN
Address : 351 OAK STREET

City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3M 3P8
Position Held as Officer : PRESIDENT
Name : HIRSH, LEN
Address : 2ND FLOOR 310 ROSS AVE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3A 0L4
Position Held as Officer : VICE-PRESIDENT
Name : POSNER, MARSHALL
Address : 334 BOREBANK ST
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3N 1E4
Position Held as Officer : VICE-PRESIDENT

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : 7217804 MANITOBA LTD.
Class Name : COM A
Shares Held : 57.57
Firm Name : DELTA 9 BIO-TECH INC.
Class Name : COM A
Shares Held : 126.85

Share Structure :

| Class | Authorized Number |
|--------|-------------------|
| COM A | UNLIMITED |
| COM B | UNLIMITED |
| COM C | UNLIMITED |
| COM D | UNLIMITED |
| PREF A | UNLIMITED |
| PREF B | UNLIMITED |

Shares are distributed to the public : No

Event History :

| Event | Date : | Filing Year : |
|--|---------------|----------------------|
| FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED | | |
| ANNUAL RETURN | 12-Apr-2018 | 2018 |
| CHANGE OF DIRECTORS/OFFICERS | 24-Sep-2018 | |
| ANNUAL RETURN (Filed on the Web) | 13-May-2019 | 2019 |
| CHANGE OF DIRECTORS/OFFICERS (Filed on the Web) | 17-Aug-2019 | |
| COMPLIANCE STATUS - DEFAULT | 19-Apr-2020 | |
| ANNUAL RETURN (Filed on the Web) | 25-Jun-2020 | 2020 |
| COMPLIANCE STATUS - DEFAULT | 19-Apr-2021 | |
| ANNUAL RETURN (Filed on the Web) | 05-May-2021 | 2021 |
| COMPLIANCE STATUS - DEFAULT | 19-Apr-2022 | |
| ANNUAL RETURN (Filed on the Web) | 30-May-2022 | 2022 |
| COMPLIANCE STATUS - DEFAULT | 24-Apr-2023 | |
| ANNUAL RETURN (Filed on the Web) | 27-Jul-2023 | 2023 |
| CHANGE OF MAILING ADDRESS (Filed on the Web) | 10-Oct-2023 | |
| ANNUAL RETURN (Filed on the Web) | 14-Mar-2024 | 2024 |

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

THIS IS EXHIBIT "11" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024

A handwritten signature in blue ink, appearing to read "Ayatollah", is written over a horizontal line.

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Government of Alberta ■ Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2024/07/12
Time of Search: 11:30 AM
Search provided by: MLT AIKINS LLP (CALGARY)
Service Request Number: 42533814
Customer Reference Number: 136555.34/raa

Corporate Access Number: 2026308524
Business Number: 723759155
Legal Entity Name: DELTA 9 CANNABIS STORE INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Continuance
Previous Canadian/Foreign Jurisdiction: CANADA
Date of Continuance into Alberta: 2024/07/12 YYYY/MM/DD
Date Of Formation in Home Jurisdiction: 2019/04/26 YYYY/MM/DD

Registered Office:
Street: 2100-222 3 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P0B4

Records Address:
Street: 2100-222 3 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P0B4

Email Address: CAL_CORPFILING@MLTAIKINS.COM

Primary Agent for Service:

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|-----------|------------|-------------|----------------|-------------------|---------|----------|-------------|-------------------------------|
| NYBERG | CHRIS | | MLT AIKINS LLP | 2100-222 3 AVE SW | CALGARY | ALBERTA | T2P0B4 | CAL_CORPFILING@MLTAIKINGS.COM |

Directors:
Last Name: ARBUTHNOT IV
First Name: JOHN

Street/Box Number: 351 OAK STREET
City: WINNIPEG
Province: MANITOBA
Postal Code: R3M3P8

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE "C"

Other Information:

Filing History:

| List Date (YYYY/MM/DD) | Type of Filing |
|------------------------|-------------------------------------|
| 2024/07/12 | Continuance Into Alberta |
| 2024/07/12 | Update Business Number Legal Entity |

Attachments:

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|--------------------|----------------------------|
| Share Structure | ELECTRONIC | 2024/07/12 |
| Restrictions on Share Transfers | ELECTRONIC | 2024/07/12 |
| Other Rules or Provisions | ELECTRONIC | 2024/07/12 |
| Letter of Approval | 10000607146287760 | 2024/07/12 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.





Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD) 2024-07-12 1:01 PM (AAAA-MM-JJ) Date et heure du Profil corporatif

CORPORATE INFORMATION

RENSEIGNEMENTS CORPORATIFS

Corporate name

Dénomination

Delta 9 Cannabis Store Inc.

Corporation number

1137794-9

Numéro de société ou d'organisation

Business number

796515534RC0001

Numéro d'entreprise

Governing legislation

Régime législatif

Canada Business Corporations Act (CBCA) - 2019-04-26
Loi canadienne sur les sociétés par actions (LCSA) - 2019-04-26

Status

Statut

Active - Discontinuance Pending
Active - Prorogation (exportation) en cours

REGISTERED OFFICE ADDRESS

ADRESSE DU SIÈGE

30th Floor, 360 Main Street
Winnipeg MB R3C 4G1
Canada

ANNUAL FILINGS

DÉPÔTS ANNUELS

Anniversary date (MM-DD)

04-26

(MM-JJ) Date anniversaire

Filing period (MM-DD)

04-26 to/au 06-25

(MM-JJ) Période de dépôt

Status of annual filings

Statut des dépôts annuels

| | | |
|---------|------|-----------|
| Overdue | 2024 | En retard |
| Filed | 2023 | Déposé |
| Filed | 2022 | Déposé |

Date of last annual meeting (YYYY-MM-DD)

2022-05-27

(AAAA-MM-JJ) Date de la dernière assemblée annuelle

Type

Type

Non-distributing corporation with 50 or fewer shareholders
Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins

| DIRECTORS | | ADMINISTRATEURS |
|---------------------------|----|---|
| Minimum number | 1 | Nombre minimal |
| Maximum number | 10 | Nombre maximal |
| Current number | 1 | Nombre actuel |
| John William Arbuthnot IV | | 351 Oak St, Winnipeg MB R3M 3P8, Canada |

| CORPORATE HISTORY | | HISTORIQUE CORPORATIF |
|---|--|---|
| Corporate name history (YYYY-MM-DD) | | (AAAA-MM-JJ) Historique de la dénomination |
| 2019-04-26 to present / à maintenant | | Delta 9 Cannabis Store Inc. |
| Certificates issued (YYYY-MM-DD) | | (AAAA-MM-JJ) Certificats émis |
| Certificate of Incorporation | | 2019-04-26 Certificat de constitution en société |
| Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. | | Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés. |
| Documents filed (YYYY-MM-DD) | | (AAAA-MM-JJ) Documents déposés |







| | |
|---|--|
| The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile. | Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil. |
|---|--|

THIS IS EXHIBIT "12" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Trademark Records By Trademark

| Owner | Trademark | Country | Application No. | Registration No | Registration Date | Classes | Status |
|--|---|---------|-----------------|-----------------|-------------------|--|------------|
| 770 & DESIGN | | | | | | | |
| | 770 & DESIGN | | | | | | |
| Delta 9 Bio-Tech Inc. |  | Canada | 2302618 | | | 34 | Pending |
| DAZL | | | | | | | |
| | DAZL | | | | | | |
| Delta 9 Bio-Tech Inc. | | Canada | 2302616 | | | 34 | Pending |
| DELTA 9 | | | | | | | |
| | DELTA 9 | | | | | | |
| Delta 9 Bio-Tech Inc. | | Canada | 1885607 | TMA1082466 | 30 Sep 2020 | 5,9,29,30,31,32,34,35,39,40,42,44 | Registered |
| DELTA 9 BIO-TECH & DESIGN | | | | | | | |
| | DELTA 9 BIO-TECH & DESIGN | | | | | | |
| Delta 9 Bio-Tech Inc. |  | Canada | 1844451 | TMA1084976 | 15 Oct 2020 | 5,9,16,25,29,30,31,32,33,34,35,39,40,42,44 | Registered |
| DELTA 9 CANNABIS & DESIGN | | | | | | | |
| | DELTA 9 CANNABIS & DESIGN | | | | | | |
| Delta 9 Bio-Tech Inc. |  | Canada | 1844452 | TMA1082463 | 30 Sep 2020 | 5,25,29,30,31,32,33,34 | Registered |
| DELTA 9 GOOD BUYS & Design | | | | | | | |
| | DELTA 9 GOOD BUYS & Design | | | | | | |
| Delta 9 Bio-Tech Inc. |  | Canada | 2054328 | TMA1136632 | 3 Aug 2022 | 35 | Registered |
| DELTA 9 GROW PODS & DESIGN | | | | | | | |
| | DELTA 9 GROW PODS & DESIGN | | | | | | |
| Delta 9 Bio-Tech Inc. |  | Canada | 1951266 | TMA1156627 | 14 Dec 2022 | 11,20,22 | Registered |
| DELTA 9 ROAD TRIP & DESIGN | | | | | | | |
| | DELTA 9 ROAD TRIP & DESIGN | | | | | | |
| Delta 9 Bio-Tech Inc. |  | Canada | 2111794 | | | 28 | Pending |
| DELTA 9 WEED THE NORTH | | | | | | | |
| | DELTA 9 WEED THE NORTH | | | | | | |
| Delta 9 Bio-Tech Inc. | | Canada | 1992989 | | | 25,34,35 | Pending |
| DELTA 9 WEED THE NORTH & DESIGN | | | | | | | |
| | DELTA 9 WEED THE NORTH & DESIGN | | | | | | |
| Delta 9 Bio-Tech Inc. | | Canada | 1992997 | | | 25,34,35 | Pending |



OUR WAY IS THE "HIGH" WAY.

| | | | | | | | |
|-----------------------|----------------------------|--------|---------|--|--|----|---------|
| Delta 9 Bio-Tech Inc. | OUR WAY IS THE "HIGH" WAY. | Canada | 2111793 | | | 28 | Pending |
|-----------------------|----------------------------|--------|---------|--|--|----|---------|

PRAIRIE BLAZE

| | | | | | | | |
|-----------------------|---------------|--------|---------|------------|------------|----|------------|
| Delta 9 Bio-Tech Inc. | PRAIRIE BLAZE | Canada | 1952456 | TMA1125424 | 8 Apr 2022 | 34 | Registered |
|-----------------------|---------------|--------|---------|------------|------------|----|------------|

PRAIRIE FIRE

| | | | | | | | |
|-----------------------|--------------|--------|---------|------------|------------|----|------------|
| Delta 9 Bio-Tech Inc. | PRAIRIE FIRE | Canada | 1948636 | TMA1125425 | 8 Apr 2022 | 34 | Registered |
|-----------------------|--------------|--------|---------|------------|------------|----|------------|

RAZL

| | | | | | | | |
|-----------------------|------|--------|---------|--|--|----|---------|
| Delta 9 Bio-Tech Inc. | RAZL | Canada | 2302617 | | | 34 | Pending |
|-----------------------|------|--------|---------|--|--|----|---------|

| |
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| 5 th Annual IP Data & Research Conference |
| Canadian intellectual property statistics |
| College of Patent Agents and Trademark Agents |

Search Results




Query

owners-on-record:(Delta 9 Bio-Tech) AND current-owner:(Delta 9 Bio-

Search

Show 10 ▾ entries

2 documents out of 2,566,113 matched your query.

| # | Patent #  | Patent Title  | Score  |
|----|--|--|---|
| 1. | 3000489 | CONTAINER FOR GROWING OF CANNABIS | 100% |
| 2. | 2991570 | PROCESS FOR PREPARATION OF HIGH POTENCY DRIED SIFT CANNABIS PRODUCT | 100% |

Patent 3000489 Summary

► [Third-party information liability](#)

► [Claims and Abstract availability](#)

| | |
|---------------------------------|---|
| (12) Patent Application: | (11) CA 3000489 |
| (54) English Title: | CONTAINER FOR GROWING OF CANNABIS |
| (54) French Title: | CONTENANT SERVANT A FAIRE POUSSER DU CANNABIS |
| Status: | Examination Requested |

▼ Bibliographic Data

| | |
|--|--|
| (51) International Patent Classification (IPC): | A01G 9/20 (2006.01) A01G 9/00 (2018.01) |
| (72) Inventors : | ARBUTHNOT, JOHN W., III (Canada) |
| (73) Owners : | DELTA 9 BIO-TECH INC. (Canada) |
| (71) Applicants : | DELTA 9 BIO-TECH INC. (Canada) |
| (74) Agent: | ADE & COMPANY INC. |
| (74) Associate agent: | |

Patent 2991570 Summary

► Third-party information liability

► Claims and Abstract availability

| | |
|---------------------------------|--|
| (12) Patent Application: | (11) CA 2991570 |
| (54) English Title: | PROCESS FOR PREPARATION OF HIGH POTENCY DRIED SIFT CANNABIS PRODUCT |
| (54) French Title: | PROCEDE DE PREPARATION DE PRODUIT DE CANNABIS TAMISE SECHE A POTENTIEL ELEVE |
| Status: | Compliant |

▼ Bibliographic Data

| | |
|--|---|
| (51) International Patent Classification (IPC): | B02C 23/14 (2006.01) A61K 36/185 (2006.01) A01H 5/12 (2018.01) |
| (72) Inventors : | ARBUTHNOT,JOHN (Canada) ARBUTHNOT, WILLIAM (Canada) |
| (73) Owners : | DELTA 9 BIO-TECH INC. (Canada) |
| (71) Applicants : | DELTA 9 BIO-TECH INC. (Canada) |
| (74) Agent: | ADE & COMPANY INC. |

Search results

[Description of searchable fields](#)

Your query was:

Search for: Delta 9 in Proprietor
With: Registration Date From 1861-01-01 To 2024-06-13
With: Date of Publication From 1861-01-01 To 2024-06-13
Status: All
Sort by: Registration date, Descending

Click on the design to view the detailed design. Use the arrows to scroll through the images of the design. click on the document icon to view the details of the document. For International Registrations please note that you will be redirected to an external website.

[Back to search](#)

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Documents: 0 returned, 0 found.

No design found.

Basic search

Search

Applicant name

For

Delta

Operator

AND

Search

Applicant name

For

9

Reset

Search

Search results

Results for query "(Delta).aanm. AND (9).aanm."

| Result # | Document/Patent number | Display | Title |
|----------|------------------------|---|--|
| 1 | US-20190307078-A1 | Preview PDF | Container for Growing of Cannabis |
| 2 | US-20140248379-A1 | Preview PDF | PROCESS FOR PRODUCING AN EXTRACT CONTAINING TETRAHYDROCANNABINOL AND CANNABIDIOL FROM CANNABIS PLANT MATERIAL, AND CANNABIS EXTRACTS |

Basic search

Search

Assignee name

For

Delta

Operator

AND

Search

Assignee name

For

9

Reset

Search

Search results

Results for query "(Delta).as. AND (9).as."

| Result # | Document/Patent number | Display | Title |
|----------|------------------------|---|--|
| 1 | US-20140248379-A1 | Preview PDF | PROCESS FOR PRODUCING AN EXTRACT CONTAINING TETRAHYDROCANNABINOL AND CANNABIDIOL FROM CANNABIS PLANT MATERIAL, AND CANNABIS EXTRACTS |

15/948,719 | 87639-2US / ADB: Container for Growing of Cannabis [PUBLIC VIEW](#)

| Application # | Confirmation # | Attorney Docket # | Patent # | Filing or 371 (c) date | Status |
|---------------|----------------|-------------------|----------|------------------------|--|
| 15/948,719 | 6089 | 87639-2US / ADB | - | 04/09/2018 | Abandoned -- Failure to Respond to an Office Action 06/17/2023 |

Application Data

Documents & Transactions

Continuity

Patent Term Adjustment

Foreign priority

Fee payment history

Address & Attorney/Agent Information

Supplemental Content

Assignments

Display References

Application data

Application type

Utility

Examiner

JOSHUA J MICHENER

Group art unit

3642

Class/subclass

047/017.000


AIA (first inventor to file)


Yes

Entity status

Small

Earliest publication #

[US 2019-0307078 A1](#) 

[Download PDF](#) 

Earliest publication date

10/10/2019

Assignee for publication

-

Confirmation #

6089

Intl. registration # (Hague)

-

Intl. registration publication date

-

Correspondence address

23529 - ADE & COMPANY INC.
2157 Henderson Highway
WINNIPEG, MB
CANADA

Inventors

John William Arbuthnot III
Winnipeg (CA)

Applicants

Delta 9 Bio-Tech Inc.
Winnipeg (CA)

Search (Delta ADJ *9*).as.

☒ Databases
☒ Select all
☒ US-PGPUB
☒ USPAT
☒ USOCR

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Default Operator: AND Highlights: Single Color
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☒ Options Clear PN Search

Search Results Help Search History

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L4: 1 results found. Currently displaying all results. Filtered by Family ID ('1' family).

| Select | + | Res... | X | 1 | 2 | 3 | 4 | 5 | Document ID | Date Publish... | Family ID | Pages | Title |
|-------------------------------------|---|--------|---|---|---|---|---|---|-------------------|-----------------|-----------|-------|-------|
| <input checked="" type="checkbox"/> | | 1 | | | | | | | US 20140248379 A1 | 2014-09-04 | 7660081 | 12 | PROCE |

Document Viewer

Highlight: 9 delta

PROCESS FOR PRODUCING AN EXTRACT CONTAINING TETRAHYDROCANNABINOL AND CANNABIDIOL FROM CANNABIS PLANT MATERIAL, AND CANNABIS EXTRACTS

| | |
|--------------------|-----------------------|
| DOCUMENT ID | DATE PUBLISHED |
| US 20140248379 A1 | 2014-09-04 |

| | | | | |
|-----------------------------|-------------|--------------|-----------------|----------------|
| INVENTOR INFORMATION | | | | |
| NAME | CITY | STATE | ZIP CODE | COUNTRY |
| Mueller, Adam | Coburg | N/A | N/A | DE |

| | | | | |
|-----------------------------|-------------|--------------|-----------------|----------------|
| ASSIGNEE INFORMATION | | | | |
| NAME | CITY | STATE | ZIP CODE | COUNTRY |
| Delta 9 Pharma GmbH | Neumarkt | N/A | N/A | DE |
| TYPE CODE | | | | |
| 03 | | | | |

| | |
|-----------------------|-------------------|
| APPLICATION NO | DATE FILED |
| 14/276165 | 2014-05-13 |

DOMESTIC PRIORITY (CONTINUITY DATA)

parent US continuation 10399362 20031016 PENDING WO continuation PCT/EP01/11967 20011016

child US 14276165

| | | |
|--|-----------------------|-------------------------|
| FOREIGN APPLICATION PRIORITY DATA | | |
| COUNTRY | APPLICATION NO | APPLICATION DATE |
| DE | 10051427 8 | 2000-10-17 |

THIS IS EXHIBIT "13" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

STATUS OF TITLE

Title Number **2977656/1**
Title Status **Accepted**
Client File **MLT Aikins LLP**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

DELTA 9 BIO-TECH INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **2528190/1**
Instrument Status: **Accepted**

Registration Date: 2000-09-15
From/By: THE CITY OF WINNIPEG
To: BY AGENT: WOLFGANG TIEGS

Amount:
Notes: PCLS E AND F
Description: DEVELOPMENT AGREEMENT

Instrument Type: **Caveat**
Registration Number: **2687852/1**
Instrument Status: **Accepted**

Registration Date: 2002-02-08
From/By: MTS COMMUNICATIONS INC.
To: BY AGENT: WILLIAM F. JOHNSTONE

Amount:
Notes: B WTN LTS PL 40249
Description: FOR EASEMENT

Instrument Type: **Caveat**
Registration Number: **2687853/1**
Instrument Status: **Accepted**

Registration Date: 2002-02-08
From/By: MTS COMMUNICATIONS INC.
To: BY AGENT: WILLIAM F. JOHNSTONE

Amount:
Notes: A WTN LTS PL 40249
Description: FOR EASEMENT

Instrument Type: **Caveat**
Registration Number: **5008307/1**
Instrument Status: **Accepted**

Registration Date: 2018-10-16
From/By: 6599362 CANADA LTD.
To: Michelle R. Redekopp as agent

Amount:
Notes: Servient
Description: Easement (including Rights-of-Way)

Instrument Type: **Caveat**
Registration Number: **5008308/1**
Instrument Status: **Accepted**

Registration Date: 2018-10-16
From/By: DELTA 9 BIO-TECH INC.
To: Eric J. Buettner as agent

Amount:
Notes: Dominant
Description: Easement (including Rights-of-Way)

Instrument Type: **Mortgage**
Registration Number: **5411011/1**
Instrument Status: **Accepted**

Registration Date: 2022-03-31
From/By: DELTA 9 BIO-TECH INC.
To: CONNECT FIRST CREDIT UNION LTD.

Amount: \$28,000,000.00
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

| <u>Registration Number</u> | <u>Instrument Type</u> | <u>Status</u> |
|----------------------------|------------------------|---------------|
| 5655886/1 | Transfer Of Mortgage | Verified |

Instrument Type: **Caveat**
Registration Number: **5411012/1**
Instrument Status: **Accepted**

Registration Date: 2022-03-31
From/By: CONNECT FIRST CREDIT UNION LTD.
To: Kevin B. Bruce as Agent

Amount:
Notes: No notes
Description: Assignment of Rents and Leases

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

| <u>Registration Number</u> | <u>Instrument Type</u> | <u>Status</u> |
|----------------------------|------------------------|---------------|
| 5655869/1 | Assignment Of Caveat | Verified |

Instrument Type: **Personal Property Security Notice**
Registration Number: **5411013/1**
Instrument Status: **Accepted**

Registration Date: 2022-03-31
From/By: Connect First Credit Union Ltd.
To: Kevin B. Bruce as Agent

Amount:
Notes: No notes
Description: Expires: 2035/02/24 (Fixtures & Payments under a lease)

Instrument Type: **Mortgage**
Registration Number: **5411014/1**
Instrument Status: **Accepted**

Registration Date: 2022-03-31
From/By: DELTA 9 BIO-TECH INC.
To: SUNDIAL GROWERS INC.

Amount: \$14,000,000.00
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

| <u>Registration Number</u> | <u>Instrument Type</u> | <u>Status</u> |
|----------------------------|------------------------|---------------|
| 5655915/1 | Request To Issue Title | Verified |

Instrument Type: **Caveat**
Registration Number: **5411015/1**
Instrument Status: **Accepted**

Registration Date: 2022-03-31
From/By: SUNDIAL GROWERS INC.
To: Dan C. Robillard as Agent

Amount:
Notes: No notes
Description: Assignment of Rents and Leases

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

| <u>Registration Number</u> | <u>Instrument Type</u> | <u>Status</u> |
|----------------------------|------------------------|---------------|
| 5655920/1 | Request To Issue Title | Verified |

Instrument Type: **Personal Property Security Notice**
Registration Number: **5411016/1**
Instrument Status: **Accepted**

Registration Date: 2022-03-31
From/By: SUNDIAL GROWERS INC.
To: Dan Robillard as Agent

Amount:
Notes: No notes
Description: Expires: 2027/03/22 (Fixtures & Payments under a lease)

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

| <u>Registration Number</u> | <u>Instrument Type</u> | <u>Status</u> |
|----------------------------|------------------------|---------------|
| 5655922/1 | Request To Issue Title | Verified |

Instrument Type: **Certificate Of Judgment**
Registration Number: **5588205/1**
Instrument Status: **Accepted**

Registration Date: 2023-10-27
From/By: H. M. the King (Canada)
Against: Delta 9 Bio-Tech Inc.

Amount: \$6,513,716.64
Notes: No notes
Description: File No. ETA-2612-23

Instrument Type: **Certificate Of Judgment**
Registration Number: **5610517/1**
Instrument Status: **Accepted**

Registration Date: 2024-01-19
From/By: H. M. the King (Canada)
Against: DELTA 9 BIO-TECH INC.

Amount: \$771,393.95
Notes: No notes
Description: ETA 2739-23

Instrument Type: **Assignment Of Caveat**
Registration Number: **5655869/1**
Instrument Status: **Verified**

Registration Date: 2024-07-09
From/By: Connect First Credit Union Ltd.
To: SNDL Inc.

Amount: \$1.00
Notes: No notes
Description: No description

Instrument Type: **Transfer Of Mortgage**
Registration Number: **5655886/1**
Instrument Status: **Verified**

Registration Date: 2024-07-09
From/By: Connect First Credit Union Ltd.
To: SNDL Inc.

Amount: \$1.00
Notes: No notes
Description: No description

Instrument Type: **Old System Assignment Of Lien**
Registration Number: **5655909/1**
Instrument Status: **Verified**

Registration Date: 2024-07-09
From/By: Connect First Credit Union Ltd.
To:

Amount:
Notes: No notes
Description: No description

Instrument Type: **Request To Issue Title**
Registration Number: **5655915/1**
Instrument Status: **Verified**

Registration Date: 2024-07-09
From/By: SNDL Inc.
To:

Amount:
Notes: No notes
Description: Amalgamation of Mortgagee Name

| | |
|--|-----------------------------------|
| Instrument Type: | Request To Issue Title |
| Registration Number: | 5655920/1 |
| Instrument Status: | Verified |
| Registration Date: | 2024-07-09 |
| From/By: | SNDL INC. |
| To: | |
| Amount: | |
| Notes: | No notes |
| Description: | Change of name, change of address |
| Instrument Type: | Request To Issue Title |
| Registration Number: | 5655922/1 |
| Instrument Status: | Verified |
| Registration Date: | 2024-07-09 |
| From/By: | SNDL Inc. |
| To: | |
| Amount: | |
| Notes: | No notes |
| Description: | Change of name, change of address |
| 3. ADDRESSES FOR SERVICE | |
| DELTA 9 BIO-TECH INC. P.O. Box 68096 Osborne Village Winnipeg MB R3L 2V9 | |
| 4. TITLE NOTES | |
| On next Dealing add "as set forth in Deed 279657/1" to M&M statement for Parcels A & C as shown as FIRSTLY SID D JAN 13 2020 | |
| 5. LAND TITLES DISTRICT | |
| Winnipeg | |
| 6. DUPLICATE TITLE INFORMATION | |
| Duplicate not produced | |
| 7. FROM TITLE NUMBERS | |
| 2568505/1 All | |

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: **Transfer Of Land**
Registration Number: **5008303/1**

Registration Date: 2018-10-16
From/By: 6599362 Canada Ltd.
To: Delta 9 Bio-Tech Inc.
Consideration: \$6,250,000.00

10. LAND INDEX

Lot A Plan 51110
EXC RES

Lot B Plan 51110
EXC M&M DEED 2374744

Lot C Plan 51110
EXC RES

Lot D Plan 51110

Lot E Plan 51110
EXC M&M DEED 2374744

Lot F Plan 51110
EXC M&M T/L 2374748

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 2977656/1**

THIS IS EXHIBIT "14" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

THIS BUILDING "D" LEASE made as of this 19th day of March, 2018.

BETWEEN:

6599362 CANADA LTD.
(herein called the "**Landlord**"),

- and -

DELTA 9 BIO-TECH INC.
(herein called the "**Tenant**"),

WHEREAS the Landlord warrants and represents to the Tenant that the Landlord is the sole legal and beneficial owner of an estate in fee simple in the land known as 760 Pandora Ave. East, Winnipeg, Manitoba (the "**Lands**"), and all structures erected thereon and appurtenances thereto, in good and marketable title thereto;

AND WHEREAS the Tenant wishes to lease from the Landlord 53,162.90 square feet in the building known as Building D on the Lands (the "**Leased Premises**"), and the Landlord wishes to lease the Leased Premises to the Tenant;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants, conditions and agreements herein contained, the Landlord and the Tenant covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

1.01 Definitions. In this Lease:

"**Additional Rent**" has the meaning ascribed thereto in Section 3.01(b) hereof;

"**Basic Rent**" has the meaning ascribed thereto in Section 3.01(a) hereof;

"**Building D**" means that building located on the Lands, known as Building "D";

"**Buildings**" means, collectively, all building located on the Lands.

"**Commencement Date**" means April 1, 2018;

"**Environmental Laws**" means all federal, provincial, municipal or local laws, statutes, regulations, ordinances, orders, directives, judgments, codes, decrees, injunctions, writs, policies (having the force of law), approvals, notices, rules, by-laws, common law and other applicable laws relating to environmental matters, dangerous goods, hazardous materials and occupational health and safety matters, including with limitation, those relating to the release or threatened release of environmentally sensitive materials and to

the generation, use, storage, treatment, and disposal of environmentally sensitive materials.

"GST" has the meaning ascribed thereto in Section 3.03 hereof;

"Lands" has the meaning ascribed thereto in the first preamble hereto;

"Lease" means this Lease and any Schedules hereto;

"Leased Premises" has the meaning ascribed thereto in the second preamble hereto, and the space comprising the Leased Premises is shown in a sketch on Schedule "A" hereto;

"Office Space" means 3,980 square feet of space in Building D as shown on Schedule "A" hereto, which forms part of the Leased Premises;

"Permitted Use" has the meaning ascribed thereto in Section 4.01 hereof;

"Proportionate Share" means, in the case of Realty Taxes, the fraction expressed as a percentage calculated using the numerator and denominator as follows, with such fraction to be calculated on a monthly basis at the same time the area of the Leased Premises is agreed upon:

- (i) the numerator of which is the area of the Leased Premises; and
- (ii) the denominator of which shall be the total square footage of all buildings located on the lands covered by the then current Statement and Demand for Municipal and School Taxes for the land on which the Leased Premises are located, which at the time of execution of the Lease includes the Lands and the additional lands referred to in Certificate of Title Nos. 2513702/1 (Parcel G) and 2513712/1 (Parcel H). The denominator, based on the current buildings contained in the current Statement and Demand for Municipal and School Taxes, is equal to Four Hundred Fifty-Seven Thousand Nine Hundred Twenty-Five (457,925) square feet.

"Realty Taxes" means the aggregate of all real property taxes, rates, duties and assessments that may be levied, rated, charged or assessed against the Lands, or upon the Landlord in respect thereto, including, without limitation, all local improvement rates and charges, frontage taxes, water, school, hospital and other taxes and assessments both general and special, rates, levies and impositions, general or specific, ordinary or extraordinary, foreseen or unforeseen, now imposed, assessed or levied or which may hereafter be imposed, assessed or levied by any federal, provincial, municipal, regional, school or other statutory authority during the Term for whatever purposes. PROVIDED THAT taxes treated as capital gains taxes or corporate income taxes shall be specifically excluded from Realty Taxes prior to establishing the Tenant's Proportionate Share thereof;

"**Renewal Term(s)**" has the meaning ascribed thereto in Section 2.03 hereof;

"**Rent**" means Basic Rent, Additional Rent, and all other amounts payable by the Tenant to the Landlord under this Lease;

"**Sketch**" has the meaning ascribed thereto in the second preamble hereto;

"**Term**" has the meaning ascribed thereto in Section 2.02 hereof; and

"**Warehouse Space**" means the 37,048.3 square feet of space identified as "Production Area (Plant)", the 7,488.8 square feet of space identified as "miscellaneous", and the 4,645.8 square feet of space identified as "maintenance" in Building D on Schedule "A" hereto, which comprises part of the Leased Premises.

ARTICLE 2 – DEMISE AND TERM

2.01 Demise. The Landlord in consideration of the rents, covenants, agreements and conditions herein to be paid, observed and performed by the Tenant, hereby leases to the Tenant the Leased Premises.

2.02 Term. The Tenant shall have and hold the Leased Premises from the Commencement Date to the earlier of: (i) the day before the closing date of the transaction for the sale of the lands related to Buildings B, C, and D located on the Lands from the Landlord to the Tenant; and (ii) the date that is five (5) years from the Commencement Date (in either case, herein called the "**Term**"), unless otherwise extended or terminated in accordance with the terms and conditions contained herein.

2.03 Renewal. Should the transaction for the sale of the lands related to Buildings B, C, and D located on the Lands from the Landlord to the Tenant not proceed to close, the Tenant shall have the option to renew the Term of this Lease on the same terms and conditions except for this right of renewal for two (2) additional five (5) year terms (each, a "**Renewal Term**"). The rent for each Renewal Term shall be the fair market value at the time, provided that it shall not be lower than the rent the year prior to the applicable renewal.

2.04 Parking. The Tenant shall be entitled up to 50 dedicated parking stalls in close proximity to the Leased Premises, the location of which shall be as indicated on Schedule "B" hereto or as otherwise mutually agreed upon by the Landlord and the Tenant in writing, both acting reasonably. There will be no additional rent or other fee of any other kind payable for the use of these parking stalls.

ARTICLE 3 - RENT, DEPOSIT, TAXES AND OTHER CHARGES

3.01 Rent. The Tenant shall pay to the Landlord as Rent for the Leased Premises the aggregate of:

- (a) commencing on the Commencement Date, basic rent of \$350,875.14 per annum ("**Basic Rent**"), calculated at the rate of \$6.60 per square foot for the Office Space

(being 3,980 square feet) and the Warehouse Space (being 49,182.90 square feet) in each year of the Term. Any additional space acquired by the Tenant during the Term shall also be charged at \$6.60 per square foot. Basic Rent shall be payable in monthly instalments in advance of \$29,239.60 (plus GST), without notice or demand, commencing on the Commencement Date and thereafter on the first day of each calendar month thereafter during the Term;

- (b) commencing on the Commencement Date, additional rent payable in monthly instalments, estimated for 2018 to be in the amount of \$4,440.74 per month, at the times and in the manner otherwise provided in Section 3.01(a) for Basic Rent, calculated as follows:
 - (i) common area maintenance costs (excluding insurance, security and monitoring and realty taxes) of \$35,087.51 per annum, calculated as 10% of the annual Basic Rent, payable in monthly instalments of \$2,923.96 per month; and
 - (ii) a share of the Landlord's insurance equal to \$10,100.95 per annum, calculated as \$0.19 per square foot payable in monthly instalments of \$841.75 per month;
 - (iii) the Tenant's Proportionate Share of the Realty Taxes, estimated for 2018 to be \$8,100.40 per annum, payable in monthly instalments of \$675.03 per month (which amount is estimated based on the \$69,773.80 2017 Realty Taxes, but subject to adjustment annually);

(collectively, the "**Additional Rent**");
- (c) all amounts (other than payments under Subsections 3.01 (a) and (b)) payable by the Tenant to the Landlord under this Lease, at the times and in the manner provided in this Lease or, if not so provided, as reasonably required by the Landlord.

The Tenant shall be responsible for and will pay all utility charges, including, electricity, gas, water, sewer and heating, incurred in respect of the Leased Premises during the Term.

3.02 Calculation and Payment of Additional Rent for Realty Taxes. Prior to the commencement of each year of the Term, the Landlord shall deliver to the Tenant a statement setting forth the Landlord's reasonable estimate of the Tenant's Proportionate Share of the Realty Taxes for such Lease Year and thereafter during such Lease Year the Tenant shall pay to the Landlord in the manner provided in Article 3.01(b)(iii) on the basis of those estimates. Notwithstanding anything herein contained to the contrary, it is agreed that the Landlord shall be entitled at any time to revise its estimates of the Tenant's Proportionate Share of the Realty Taxes. Annually by April 30th of each year, the Landlord shall provide the Tenant with a statement confirming the amount of such Realty Taxes for the prior year over the Base Cost ("**Final Statement**") and the Tenant shall pay any shortfall due pursuant to the Final Statement

within one (1) month after receiving same. In the event the Final Statement shows that Tenant overpaid for the prior year, the Landlord shall provide Tenant with a credit toward the subsequent year's Realty Taxes or if the Lease has expired, return such overpayment within one (1) month.

3.03 Goods and Services Tax. The Tenant shall pay to the Landlord an amount equal to any and all goods and services taxes, sales tax, value added taxes, or any other taxes imposed on the Tenant but to be collected by the Landlord, or imposed, levied or assessed upon the Landlord with respect to or upon the entering into of this Lease, or upon or with respect to or on account of this Lease, or on the use or occupancy of the Leased Premises or any portion thereof (excluding real property taxes and corporate income taxes), whether characterized as a goods and services tax, sales tax, value added tax or otherwise (herein called the "GST"), it being the intention of the parties that the Tenant shall bear full responsibility for payment of all GST and that the Landlord shall be reimbursed by the Tenant for any amounts paid by the Landlord with respect to any and all GST imposed upon or payable by either the Tenant or the Landlord. The amount of such GST shall be calculated by the Landlord in accordance with applicable legislation and shall be paid by the Tenant to the Landlord upon demand or at such time or times as the Landlord may from time to time determine. The Landlord shall have all of the same remedies for and rights of recovery of GST as it has for recovery of Rent under this Lease.

3.04 Interest on Amounts in Arrears. Whenever any part of Rent (including interest thereon, if any) payable hereunder by the Tenant to the Landlord is in arrears, the same shall bear interest at the rate of three percent (3%) per month calculated from the due date of such Rent.

3.05 Taxes and Utilities. The Tenant will pay, as and when due to the authority to which same are owing:

- (a) All taxes, licenses, rates, duties and assessments imposed, assessed or levied by any lawful authority during the Term relating to the business carried on in and the use and occupancy of the Leased Premises by the Tenant (and any permitted subtenant and licensee) and relating to personal property and all business and trade fixtures and other improvements owned or installed by or on behalf of the Tenant in, on or affixed to the Leased Premises, whether any such taxes, licenses, rates, duties and assessments are payable by law by the Tenant or by the Landlord and whether or not the same are allocated separately in respect of the Leased Premises unless same is a component of the real property taxes for the Lands in which case it will be included in the Rent.
- (b) The Tenant shall be responsible for the cost of all utilities including but not limited to electricity, sewage and water supplied to the Leased Premises. The Tenant shall not, without the prior written approval of the Landlord, which may be arbitrarily withheld, install or cause to be installed in the Leased Premises any equipment that will require additional utility usage or any telecommunications lines and/or conduits. If, with the Landlord's approval, such additional equipment is installed, the Tenant shall be solely responsible for such excess utility usage. If utilities are supplied to the Tenant through a meter common to other tenants in the

Building (there being no obligation on the Landlord to install separate meters), the Landlord shall pay the cost of the utilities and apportion the cost pro rata among the tenants supplied through the common meter, based on all relevant factors including, but not limited to, the hours of use, number and types of lights and electrical equipment and the proportion of each tenant's rentable area to the rentable area of all tenants to which the common meter relates. Upon receipt of the Landlord's statement of apportionment, the Tenant shall promptly reimburse the Landlord for all amounts apportioned to the Tenant by the Landlord; provided that the Landlord may elect by notice to the Tenant to estimate the amount which will be apportioned to the Tenant and require the Tenant to pay that amount in monthly instalments in advance simultaneously with the Tenant's payments of Basic Rent. The Tenant shall upon the Landlord's request install a separate utility meter or meters in the Leased Premises at the Tenant's expense.

- (c) The Tenant shall pay all rates, charges, costs and expenses as may be assessed or levied by any supplier of utilities to the Tenant other than those supplied by the Landlord, including, without limitation, telephone, facsimile, Wi-Fi and internet of whatsoever nature and kind used in or supplied to the Leased Premises.

Upon request by the Landlord, the Tenant will deliver promptly to the Landlord receipts for payment of all charges payable by the Tenant pursuant to this Section 3.05 which were due and payable up to one (1) month prior to such request.

3.06 Irregular Periods. If, for any reason, it becomes necessary to calculate Rent for irregular periods, an appropriate pro rata adjustment will be made on a daily basis in order to compute such Rent for such irregular period as at the date of termination of the Term.

ARTICLE 4- USE OF THE LEASED PREMISES

4.01 Use of Premises. Without the prior written consent of the Landlord, the Tenant will not use or permit the Leased Premises or any part thereof to be used for any purpose other than for a cannabis production and distribution facility and related purposes including office and administration purposes ancillary to the aforementioned permitted usage (the "**Permitted Use**").

4.02 Specific Prohibited Uses. The Tenant will not, at any time during the Term, carry on or permit to be carried on, on the Leased Premises anything which is noxious or offensive and will not do or permit to be done anything whatsoever at any time upon the Leased Premises which would annoy or disturb or cause a nuisance or damage to the occupiers or owners of lands and premises adjoining or in the vicinity of the Premises. The Tenant will not permit any overloading of the floor of the Leased Premises. Except for fertilizer, pesticides and/or isopropyl alcohol based cleaning or sanitization solutions required in connection with the Permitted Use, the Tenant shall be prohibited from using, storing or shipping any chemicals or hazardous material, including without limitation, fuel or propane gas, on, from or to, the Leased Premises. The Tenant will not cause any waste or damage to the Leased Premises. Without the prior written consent of the Landlord, the Tenant shall not conduct on the Leased Premises, any distress sale, bankruptcy sale, going out of business sale or any other sale designed to convey to the public that business operations are to be discontinued.

4.03 Signs. Tenant shall not erect or display any signage, on the Building or any place on the Lands without the Landlord's prior written consent in each instance, such consent not to be unreasonably withheld. The Tenant shall, at its cost, acquire all requisite municipal or other governmental permits required to erect or maintain any such approved sign or advertisement and the Tenant agrees that any sign or advertisement so placed or fixed to the exterior or any outside part of the Building or on the Lands shall be maintained in a proper state of repair and that it will indemnify and hold harmless the Landlord from and against all liability for personal injuries, death or property damage or loss caused from the placing or fixing any such sign or advertisement.

4.04 No Access to Common Areas Except Compressor and Electrical Rooms. The Tenant and its employees and invitees shall not have access to any common areas in the Building or of the Lands, except for the compressor and electrical rooms noted on Schedule "A" and except for the purposes of monitoring security of the perimeter of the Building in accordance with Section 4.05 hereof. The Landlord agrees to minimize its access to the electrical room.

4.05 Building Perimeter Security. The Tenant, at its sole cost, shall arrange and provide all security reasonably required by the Tenant to secure and monitor the perimeter of the Building, and may restrict access for security purposes.

4.06 Not to Affect Landlord's Insurance. The Tenant shall not do or permit to be done, or omit to do, on the Leased Premises anything which will directly or indirectly cause the rate of insurance upon the Lands or any part thereof or any insurance arranged by the Landlord in its sole discretion, to be increased. If any insurance rate is thereby increased beyond the amount contemplated in Section 3.01(b)(ii), the Tenant will pay to the Landlord the amount by which any insurance premiums paid by the Landlord are increased. The Tenant will not store or permit to be stored upon the Premises anything of a dangerous, inflammable or explosive nature which would lead to the cancellation of insurance.

4.07 Preventing Cancellation. Except in the case of an emergency, upon no less than twenty-four (24) hours' notice to the Tenant, and subject to all applicable laws and regulations in respect of the Leased Premises, the Tenant shall permit the Landlord, its employees or agents to enter the Leased Premises to remove any article or remedy any condition which, in the opinion of the Landlord reasonably arrived at, would be likely to lead to cancellation of any policy of insurance. Such entry by the Landlord will not be deemed to be a re-entry not a trespass. Alternatively, at its option and at the expense of the Tenant, the Landlord may rectify the situation causing such cancellation, whereupon this Lease shall remain in full force and effect. If any insurance policy is cancelled by any insurer by reason of the use and occupation of the Premises by the Tenant or by any assignee of the Tenant or anyone permitted by the Tenant to be on the Leased Premises, then unless the Tenant secures replacement coverage within ten (10) days after receipt of notice from the Landlord of anticipated cancellation of insurance, the Landlord may, at its option, terminate this Lease upon fifteen (15) further days written notice, and, thereupon all sums of money for which the Tenant is liable under this Lease will be paid by the Tenant in full to the date of expiration of such notice, and the Tenant will immediately

deliver vacant possession of the Leased Premises to the Landlord and the Landlord may re-enter and take possession of same.

4.08 Compliance with City of Winnipeg Laws and Permits. The Tenant covenants that it shall comply with all City of Winnipeg By-laws and permits as such may be related to building occupancy in relation to the occupancy of the Leased Premises.

ARTICLE 5 - ASSIGNING, SUB-LETTING AND ENCUMBERING

5.01 Landlord's Consent. The Tenant shall not assign or sublet all or any part of the Leased Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld. Provided, however, that any leave to assign or sublet given by the Landlord shall not relieve the Tenant from its obligations to pay rent and any other monies provided for in this Lease or for the observance and performance of all of the covenants, terms and conditions herein. If the Tenant is a corporation, any change in ownership or control of such corporation shall be deemed to be a proposed assignment or subletting of the Leased Premises and shall require the Landlord's consent thereto, such consent not to be unreasonably withheld.

5.02 Landlord's Rights of Termination. If the Tenant requests the Landlord's consent to any assignment or subletting of the whole or any part of the Leased Premises, such request shall be accompanied by the name and address of the proposed assignee or Tenant together with such information as to the nature of the business and financial responsibility and standing of such proposed assignee or Tenant as the Landlord may reasonably require in order to make a reasoned determination as to the acceptability of the assignee or Tenant. In addition, the Tenant shall provide the Landlord with a copy of the proposed assignment or Lease. Subject as hereinafter provided, within fifteen (15) days after receipt of the foregoing information and any and all information the Landlord may reasonably require in order to make its determination, the Landlord may elect to terminate (unless the transfer is to a Permitted Transferee) this Lease by giving to the Tenant a notice of its intention to so terminate and fixing a date of termination which will be the same as the proposed effective date of the assignment or subletting. Upon receipt of such notice in which Landlord shall further specify that the Tenant shall have five (5) business days within which to withdraw its request for such consent, failing which the Tenant shall deliver vacant possession of the Leased Premises to the Landlord on such date of termination and this Lease shall thereupon terminate and be at an end (except to the extent that any monies may at such date be due and owing by the Tenant to the Landlord). If the Landlord does not elect to terminate as aforesaid, the Landlord shall either consent in writing to the proposed assignment or subletting not later than the expiration of the said fifteen (15) day period or, in the event that the Landlord does not consent in writing, it shall be deemed to have refused such consent.

5.03 Disposition of Lands and Premises. Any sublease, assignment, transfer or other disposition of the Premises made or given by the Landlord shall, to the extent that a lessee or transferee assumes the obligations of the Landlord hereunder, without any further written agreement, relieve the Landlord from further continuing liability under this Lease, provided that the Landlord shall continue to be responsible for liabilities incurred prior to such disposition to the extent that same are not assumed by such lessee or transferee.

ARTICLE 6 - COMPLIANCE WITH LAWS, BUILDERS' LIENS

6.01 Compliance with Laws. The Tenant during the Term, at its own expense, will promptly comply, and will cause its employees, agents, licensees, invitees and other persons on or about the Leased Premises to comply with the requirements of every published law (including without limitation, all licensing laws pertaining to the Permitted Use, and all Environmental Laws as set out in Section 6.02), rule, by-law, regulation, order, direction, ordinance and standard of every competent federal, provincial, municipal, regional and other statutory authority in force during the Term and concerning or affecting the condition, maintenance, use and occupation of the Leased Premises and all improvements, appurtenances, equipment, machinery and other facilities from time to time therein, thereon or used in connection therewith and the making of any repairs, replacements and alterations to the Leased Premises and with every applicable regulation, order and requirement of the Canadian Fire Underwriters Association or any successor body having similar functions and of any liability or fire insurance company by which the Landlord and Tenant or either of them may be insured at any time during the Term, and, in so doing, the Tenant, subject to Article 7 hereof, will make any necessary alterations, repairs, additions or deletions in, on or to the Leased Premises, improvements or appurtenances or any part or parts thereof, and any equipment, machinery or other facilities in, on, upon, used in connection with or appurtenant to the Premises or any part thereof. For greater certainty, the Tenant shall obtain any Occupancy Permits required for use of the Leased Premises.

6.02 Compliance with Environmental Laws. The Tenant warrants and represents that at all times during the Term the Tenant will be in compliance with all Environmental Laws. The Tenant hereby assumes any and all duties, obligations or liabilities under any Environmental Laws in respect of the Leased Premises, including but not limited to any costs, expenses or liabilities for any remedial action to the common areas of the Building which results from Tenant's or any of the Tenant's employee's, agent's, representative's or invitee's acts or omissions thereon.

6.03 Builders' Liens. The Tenant will not suffer or permit any lien under The Builders' Liens Act or like statute to be registered against the title to the Lands, or the interest of the Landlord therein, by reason of work, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding any interest through or under the Tenant. If any such lien is registered, the Tenant will do all things necessary to obtain and register a discharge forthwith after the lien has come to the notice of the Tenant. If the Tenant desires to contest in good faith the amount or validity of any lien and has so notified the Landlord, and if the Landlord has paid into the court of competent jurisdiction to the credit of any lien action the amount of the lien claimed and costs, then the Tenant may contest the claim with due diligence, provided always that neither the Leased Premises nor the Tenant's leasehold interest therein shall thereby become liable to forfeiture or sale.

ARTICLE 7 - REPAIRS, MAINTENANCE AND ALTERATIONS

7.01 Repair and Maintenance by Landlord. The Landlord shall, at all times throughout the Term, maintain, repair, replace or cause to be maintained, repaired, or replaced as would a prudent Landlord of a reasonably similar building, the Lands and Building (including the Leased Premises), including snow removal, landscaping, green spaces, sidewalks, driveways and

parking areas, the cost of which is included in the Rent. Notwithstanding the foregoing, if the Landlord is required to perform such maintenance or make such repairs as a result of or by reason of:

- (a) any damage to the Building or Lands caused by the Tenant's operations therein, including, without limitation, any damage caused by excess moisture, humidity, heat or mold; or
- (b) any upgrades to the Building required by the Tenant's operations therein, including without limitation related to the any above average use of heating systems, cooling systems, electricity or water; or
- (c) any other act, omission, neglect or default of the Tenant, or those for whom the Tenant is responsible in law;

the Tenant shall be liable and responsible for the total cost of any such maintenance and repairs plus an amount equal to ten (10%) percent of the Landlord's total cost of such repairs, which shall together immediately be due and payable to the Landlord upon receipt of an invoice to that effect provided that the Landlord demonstrates the act omission, neglect or default.

7.02 Inspection and Emergencies. The Landlord's representatives may enter upon the Leased Premises at all times upon forty-eight hours' notice to Tenant and any time during any emergency without notice to inspect the state of repair and maintenance.

7.03 Alterations. Notwithstanding anything contrary in this Lease, the Tenant will not make to or erect in the Leased Premises any installations, alterations, additions or partitions without having received the prior written approval of the Landlord to the plans and specifications and any variation or amendment thereof, which approval is not a substitute for the approval of any relevant statutory authority. The Landlord will be entitled to recover, as Rent from the Tenant, the Landlord's reasonable costs of having its architects and engineers examine such plans and specifications but such costs must be approved by Tenant prior to being incurred by Landlord.

7.04 Landlord's Repairs and Alterations. Subject to Section 7.01 and the Landlord's right to elect not to rebuild in the event of damage or destruction, the Landlord, throughout the Term, will make all necessary repairs to the Leased Premises provided that such repairs are not the responsibility of the Tenant. All such repairs which the Landlord is obliged to make pursuant to this Article shall be at the cost of the Landlord, and be made in a good and workmanlike manner and the Landlord shall use commercially reasonable efforts to ensure all such repairs on done on a timely basis. The Landlord shall have the right to make additions to and (or) improvements or installations in and (or) repairs to the Leased Premises and in this regard shall make all reasonable efforts not to interfere with Tenant's business operations. The Landlord and any persons authorized by the Landlord shall have the right to use, install, maintain and (or) repair pipes, wires, ducts or other installations and services in, under or through the Leased Premises for or in connection with the supply of any services to any of the Leased Premises, to make such repairs, alterations, improvements or additions to such installations and services as it may deem advisable and the Landlord or any person authorized by the Landlord shall be allowed to take all

material into and upon the Leased Premises that may be required therefore but shall at all times seek to minimize any consequential interruption to Tenant's business operations.

ARTICLE 8 - SURRENDER OF PREMISES AND REMOVAL OF FIXTURES

8.01 Surrender. Subject to Section 8.03 hereof, upon the expiration or earlier termination of this Lease or the Term and any period of overholding, the Tenant will surrender to the Landlord possession of the Leased Premises, broom swept, in good order, condition and repair (reasonable wear and tear excluded), free and clear of all encumbrances and claims by or through the Tenant or any creditor of the Tenant, and all the rights of the Tenant under this Lease will terminate (but the Tenant, notwithstanding such termination, will remain and be liable to the Landlord for any loss, damage, expenses or costs suffered or incurred by the Landlord by reason of any default by the Tenant).

8.02 Document of Surrender. If this Lease and the Term are terminated for any reason, the Tenant will execute and deliver to the Landlord any and all documents reasonably required to surrender this Lease.

8.03 Removal of Fixtures. Provided that the Tenant is not in default hereunder, the Tenant may, at the expiration of the Term, remove from the Leased Premises any of its trade fixtures. If the Tenant damages the Leased Premises during such removal the Tenant will immediately make good such damage. In no event will the Tenant remove from the Leased Premises any building or any plumbing, heating, air-conditioning, ventilation or automatic door systems, electrical or ventilating plant or equipment, or other building services, other than any of the foregoing that exclusively service self-contained greenhouse units of the Tenant at the Leased Premises, which units the Landlord acknowledges and agrees constitute the Tenant's trade fixtures (provided that any units leased by the Tenant from the Landlord shall be governed by the terms of the equipment lease between the Tenant and the Landlord); provided that the Landlord will be entitled upon the expiration or earlier termination of this Lease to require the Tenant to, and the Tenant shall, remove its installations, alterations, additions, partitions and fixtures and anything in the nature of improvements made or installed by the Tenant or by the Landlord on behalf of the Tenant to or in the Leased Premises, or any of them, and to make good any damage caused to the Leased Premises by such removal.

ARTICLE 9 - LIABILITY AND INDEMNIFICATION

9.01 Non-Liability of Landlord. Except for the negligence of the Landlord, the Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury that may be sustained by the Tenant or any employee or customer of the Tenant, or of any other person who may be upon the Leased Premises, or on the sidewalks, parking areas, highways or loading areas adjacent thereto, or for any loss of or damage or injury to, property belonging to or in the possession of the Tenant or any employee, invitee, agent or customer of the Tenant or any other person, and without limiting the generality of the foregoing, the Landlord will not be responsible in any way for any injury, loss or damage to person or property caused by smoke, steam, water, ice, rain, snow or fumes which may leak, issue or flow into, through, or from the Leased Premises or from the water sprinkler, drainage or smoke pipes or plumbing equipment therein or from any other place or quarter or caused by or attributable to the condition or arrangement of

any electrical or other wiring or the air-conditioning equipment, or, for any matter or thing of whatsoever nature or kind arising from the Tenant's use and occupation of the Leased Premises or otherwise.

9.02 Indemnification. The Tenant shall indemnify, defend and hold the Landlord harmless, and the Landlord's officers, directors, partners, members, shareholders, employees and agents from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses imposed upon or incurred by or asserted against them by reason of:

- (a) any use and/or occupancy of the Leased Premises by the Tenant;
- (b) the conduct of any business by the Tenant on the Leased Premises;
- (c) any activity, work or things done or permitted or suffered on behalf of the Tenant on the Leased Premises, including without limitation, any generation, use, handling, storage, transportation, or disposal of hazardous materials, or violation of any Environmental Laws by the Tenant or its invitees on the Lands or in the Leased Premises;
- (d) any injury to any person, including death resulting at any time therefrom, occurring in or about the Leased Premises;
- (e) the breach, default, violation or non-performance by the Tenant of any covenant, condition or agreement set forth in this Lease;
- (f) the negligence and/or willful misconduct of the Tenant or any of its agents, contractors, or employees; and/or
- (g) any matters referred to in Section 10.01 hereof,

except in respect of any of the foregoing that arise as a result of the negligence, wilful misconduct or fraud of the Landlord.

9.03 Survival of Indemnification. The indemnifications set forth in Section 9.01 shall survive any termination of this Lease, notwithstanding anything herein to the contrary.

ARTICLE 10 – INSURANCE

10.01 Tenant's Insurance. The Tenant will purchase and keep in force throughout the Term:

- (a) Insurance for all leasehold improvements;
- (b) Insurance for the obligation of the Tenant to make repairs to the Leased Premises in the event of:

- (i) negligence of the Tenant, its employees, agents, licensees or invitees; or
- (ii) any forced entry or attempted forced entry; and
- (c) Comprehensive general liability insurance (including without limitation, Tenant's All Risk liability and contractual liability to cover the responsibilities assumed under this Lease) in the minimum amount of \$5,000,000 against damage or loss by reason (or on account of) bodily injuries to or the death of any person or the destruction of or damage to the property of any person occurring on or about the Leased Premises or the Lands at the invite, request or on behalf of the Tenant (or such greater limits as the Landlord may from time to time reasonably request).

10.02 Landlord as Insured. The Tenant shall cause each of its policies to contain an undertaking by the insurer(s) to notify the Landlord at least thirty (30) days prior to cancellation. All policies (excluding the policy on stock and fixtures) will include the Landlord as an additional insured with cross-liability clauses, where appropriate.

10.03 Policies. The Tenant will furnish to the Landlord copies of insurance certificates in lieu thereof, and will provide written notice of the continuation of such policies not less than 10 days prior to their respective expiry dates. The Tenant will pay the premium for each policy. If the Tenant fails to purchase or keep in force such insurance the Landlord may, but shall not be obligated to, effect such insurance, the cost thereof recoverable from the Tenant forthwith on demand as Rent hereunder.

10.04 Insurance Waiver. Each of the Landlord and the Tenant hereby waives its right to claim compensation from the other to the extent of the amount of compensation received by the Landlord or Tenant, as the case may be, under any policy of insurance that such party has taken out, in respect of damages caused by the act, omission or negligence of the other of them, or caused by those for whom same is in law responsible.

ARTICLE 11 - DAMAGE OR DESTRUCTION

11.01 Damage to or Destruction of Leased Premises. If the Leased Premises shall be damaged by fire or other casualty for which the Tenant has it insured, the Landlord shall be entitled to all of the proceeds of such insurance, excluding insurance proceeds applicable to damage to Tenant's fixtures, improvements and personal property. If the Leased Premises are damaged by fire or other casualty but the Leased Premises are not thereby rendered untenable in whole or in part, the Landlord shall cause the damage to the Leased Premises, to be repaired and the Rent shall not abate. If by reason of such occurrence the Leased Premises shall be rendered untenable only in part, the Landlord shall cause the damage, excluding damage to Tenant's fixtures and improvements, to be repaired and the Rent meanwhile shall abate proportionately until such time that the Tenant can resume its normal operations. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence the Landlord shall cause such damage, excluding damage to Tenant's fixtures and improvements, to be repaired, and the Rent shall abate until the Leased Premises have been restored and rendered Tenable; or if the Leased Premises cannot reasonably be repaired and made useable within a period of sixty (60) days the Landlord or the Tenant may, at their respective sole election, terminate this Lease and

the tenancy hereby created by giving to the other party within thirty (30) days following the date of said occurrence, written notice of their election so to do and in the event of such termination Rent shall be adjusted as of the date of said occurrence.

It is understood and agreed that nothing contained in this Section shall obligate the Landlord to rebuild the Leased Premises or any part thereof, according to original plans and specifications, but in the event that such rebuilding takes place, the rebuilt Premises will be of a general size and quality comparable to or better than that which existed prior to such damage.

ARTICLE 12 - LANDLORD'S COVENANTS

12.01 Quiet Enjoyment. If the Tenant punctually pays the sums due under this Lease and complies with its obligations under this Lease, the Tenant shall peaceably possess and enjoy the Leased Premises during the Term without any interruption or disturbance from the Landlord or any person or persons claiming by, through or under the Landlord except as otherwise may be provided pursuant to this Lease.

ARTICLE 13 -DEFAULT AND BANKRUPTCY

13.01 Landlord may Perform Covenants. If the Tenant makes default in any of its covenants and agreements herein, then the Landlord, without limiting any other remedy which it may have, will have the right to remedy any such default and for such purpose, except in the case of an emergency when no notice is required, upon no less than twenty-four (24) hours' notice to the Tenant, and subject to all applicable laws and regulations in respect of the Leased Premises, the Tenant shall permit the Landlord to enter upon the Leased Premises. No entry for such purpose will be deemed to cause a forfeiture or termination of this Lease. In order to cure such default and such things as may be incidental thereto, including, without limitation, the right to make repairs and to expend monies. The Tenant will reimburse the Landlord forthwith upon demand as Rent hereunder the aggregate of all costs, charges and expenses incurred by the Landlord in remedying any such default plus ten (10%) percent of same. The Landlord will be under no obligation to remedy any default of the Tenant, and will not incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any such default unless such act amounts to intentional misconduct or gross negligence on the part of the Landlord.

13.02 Rights of Termination. This Lease may be terminated by the Landlord if and whenever:

- (a) the Tenant shall fail to pay Rent when it is due and such breach shall continue for a period of ten (10) days after notice to the Tenant of such failure; or
- (b) the Tenant shall fail to observe, perform and keep any one or more of the covenants, provisions or stipulations (other than such as relate to payment of any part of the Rent) to be observed, performed or kept by the Tenant hereunder and if such failure shall continue for a period of twenty-one (21) days after notice to the Tenant of such failure or such longer period as required given the circumstances;
or

- (c) the Tenant makes an assignment for the benefit of creditors or becoming bankrupt or insolvent takes the benefit of, or becomes subject to any statutes that may be in force relating to bankrupt or insolvent debtors; or
- (d) any certificate or order is made or granted for the winding-up or dissolution of the Tenant, voluntarily or otherwise; or
- (e) if the Leased Premises at any time during the Term become vacant in consequence of abandonment by the Tenant or the removal of the Tenant by legal process for non-payment of Rent, breach of covenant or any other cause; or
- (f) any insurance policy insuring the Leased Premises of the Landlord is cancelled or revoked or is refused by reason of the use and occupation of the Leased Premises or any part thereof and same is not replaced by the Tenant within five (5) days of receipt of notice by the Tenant of such cancellation;

then in any of the above said cases (collectively, “**Events of Termination**”, and each individually, an “**Event of Termination**”), at the option of the Landlord, the Term shall become forfeited and void and subject to all applicable laws and regulations in respect of the Leased Premises, the Tenant shall permit the Landlord, to re-enter the Leased Premises or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate. Such forfeiture shall be wholly without prejudice to the right of the Landlord to recover arrears of Rent or damages for any antecedent breach of the Tenant's covenants, obligations or agreements under this Lease, and provided that notwithstanding any such forfeiture the Landlord may subsequently recover from the Tenant damages for loss of Rent suffered by reason of this Lease having been forfeited and void as aforesaid. No such re-entry or taking possession of the Leased Premises by the Landlord shall be construed as an election on the part of the Landlord to terminate this Lease unless at the time of or subsequent to such re-entry or taking up possession written notice of such intention has been given to the Tenant or such termination is decreed by a court of competent jurisdiction.

13.03 Waiver with Respect to Re-entry. If the Landlord does not exercise its option under the preceding Section 13.02 to terminate this Lease it may in addition to any remedies available to the Landlord herein, or at law or in equity, from time to time, except in the case of an emergency upon no less than twenty-four (24) hours' notice to the Tenant, and subject to all applicable laws and regulations in respect of the Leased Premises, re-enter the Leased Premises without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises as agent of the Tenant for such period or periods (which may extend beyond the Term) and at such rentals and upon such terms and conditions as the Landlord in its sole discretion may deem advisable. All reasonable expenses as the Landlord may incur in reletting the Leased Premises, including legal fees and disbursements and real estate fees and commissions and expenses of preparing the Leased Premises for reletting shall be paid by the Tenant to the Landlord forthwith on demand. Upon such reletting rent received by the Landlord shall be applied first to the payment of said reasonable expenses, second to the payment of any indebtedness (other than Rent) due from the Tenant to the Landlord, and third, to the payment of Rent. The residue, if any, shall be held by the Landlord and applied in payment of future rent as

the same may become due and payable. If rentals received from such reletting during any month are less than that to be paid during that month by the Tenant hereunder, the Tenant shall forthwith pay any such deficiencies to the Landlord. No re-entry or taking possession of the Leased Premises by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention has been given to the tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, the Landlord may at any time thereafter elect to terminate this Lease by reason of such previous event. Should the Landlord at any time terminate this Lease by reason of any such event, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur with respect thereto including the cost of recovering the Leased Premises and the worth at the time of such termination of the excess, if any, of the amount of Rent, for the remainder of the Term, all of which Rent shall be immediately due and payable from the Tenant to the Landlord.

13.04 Right to Distrain. Upon the happening of an Event of Termination, the Landlord may, in addition to any other rights or remedies it may have under other provisions of this Lease or at law, at its option, subject to the provisions of *The Landlord and Tenant Act* (Manitoba) as amended from time to time, *The Distress Act* (Manitoba) as amended from time to time, and all applicable laws and regulations in respect of the Leased Premises enter the Leased Premises and distrain upon the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant.

13.05 Remedies of Landlord are Cumulative. The remedies of the Landlord under this Lease are cumulative and are in addition to any remedies of the Landlord at law or in equity. No remedy will be deemed to be exclusive and the Landlord may from time to time have recourse to one or more of all of the available remedies specified herein or at law or in equity.

13.06 Bankruptcy. In the event of default pursuant to Subsection 13.02(c) then the current and next ensuing three (3) months' Rent shall become due and payable.

ARTICLE 14 - IMPOSSIBILITY OF PERFORMANCE

14.01 Non-performance by Landlord. Whenever the Landlord or the Tenant are unable to fulfill any obligation hereunder in respect of the provision of any service, utility, work or repairs by reason of being unable to obtain the materials, goods, equipment, service, utility or labor required to enable it to fulfill such obligation or by reason of any law or regulation or by reason of any other cause beyond its reasonable control, the Landlord or the Tenant, as the case may be, will be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of the delay or restriction. The Tenant will not be entitled to any compensation for any inconvenience, nuisance or discomfort thereby occasioned, or to cancel this Lease.

ARTICLE 15 – OVERHOLDING

15.01 Overholding. If the Tenant remains in possession of the Leased Premises after the expiration of this Lease and without the execution and delivery of a new lease and subject to all applicable laws and regulations in respect of the Leased Premises, the Tenant shall permit the Landlord to re-enter upon the Leased Premises and take possession of the Leased Premises and

remove the Tenant therefrom through applicable legal proceedings; PROVIDED THAT while the Tenant remains in possession after the expiration of this Lease, and the Landlord accepts Rent, the tenancy, in the absence of written agreement, will be from month to month only at a rental per month equal to two (2) times the Rent payable in respect of the month immediately preceding expiration of this Lease payable in advance on the 1st day of each month and shall be subject to all terms of this Lease, except that the tenancy will be from month to month and a tenancy from year to year will not be created by implication of law.

ARTICLE 16 – MISCELLANEOUS

16.01 Waiver. No waiver of any default will be binding unless acknowledged in writing by the Landlord. No waiver shall apply to any subsequent default unless acknowledged in writing by the Landlord.

16.02 Condoning. Any condoning, excusing or overlooking by the Landlord of any default will not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default.

16.03 Subordination. Provided that the Landlord delivers to the Tenant an undertaking by the mortgagee not to disturb the occupancy of the Leased Premises by the Tenant pursuant to this Lease for as long as the Tenant is in good standing hereunder and pays the Rent to such mortgagee after receipt of written notice from such mortgagee, this Lease will be subject, subordinate and postponed to all mortgages (including any deed of trust and mortgage securing bonds and all indentures supplemental thereto) which may hereafter charge or affect the Lands and to all renewals, modifications, consolidations, replacements and extensions of such mortgages. Subject to receiving a non-disturbance agreement addressed to the Tenant, the Tenant agrees to execute promptly any document in confirmation of such subordination and postponement which the Landlord or the owner of the Lands may request, including a postponement of any filing or registration at the Winnipeg Land Titles Office.

16.04 Acknowledgement by the Tenant. The Tenant will execute within fifteen (15) business days of receipt thereof, a certificate (which may be referred to as an Estoppel Certificate) in favour of any prospective mortgagee or purchaser of the Landlord certifying the status of this Lease, any modifications or breaches of this Lease, and the status of the rent account, all with the intent that any such acknowledgement or certificate may be relied upon by any party to whom it is directed.

16.05 Severability. If any provision of this Lease is illegal or invalid or unenforceable at law it will be deemed to be severed from this Lease and the remaining provisions will nevertheless continue to be in full force and effect.

16.06 Headings. All headings in this Lease are inserted for convenience of reference only and will not affect the construction and interpretation of this Lease.

16.07 Representations and Entire Agreement. The Tenant acknowledges and agrees that the Landlord has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Tenant other than those contained in this Lease; that no agreement collateral hereto will be binding upon the Landlord unless made in writing and

signed by the Landlord; and, that this Lease constitutes the entire agreement between the Landlord and Tenant. The parties agree that the preambles to this Lease are considered essential parts of this Lease and are considered incorporated into this Lease. The Tenant acknowledges that it is relying upon its own inspection and knowledge of the Leased Premises and that there are no other representations, conditions, warranties, or collateral agreements of any kind in regard to the matters addressed by this Lease other than as expressed in this Lease.

16.08 Notices. Any notice, or request or demand herein provided or permitted to be given hereunder, shall be sufficiently given if personally served, or mailed by registered mail as follows:

- (a) to the Landlord: 6599362 CANADA LTD.
Attn: Trish Calnek
125 Furniture Park
Winnipeg, MB R26 1B9
- (b) to the Tenant: DELTA 9 BIO-TECH INC.
Attn: John Arbuthnot
760 Pandora Avenue East
Winnipeg, MB, R2C 3N1
Phone: (204) _____

Any notice mailed as aforesaid shall for the purposes of this Lease be presumed to have been given one (1) business day following the date on which such notice is delivered or three (3) business days following the day on which such notice is mailed as aforesaid. Provided that, in the event of any actual or imminent postal disruption, notices shall be delivered to the appropriate party and not sent by mail. Any party may at any time give notice in writing to the others of any change of address, and after the giving of such notice the address therein specified will be deemed to be the address of such party for the purpose of giving notices hereunder.

16.09 Time of Essence. Time will be of the essence of this Lease.

16.10 Relationship. Nothing herein contained will at any time create or be construed as creating a joint venture, partnership or relationship between the parties other than that of Landlord and Tenant.

16.11 Governing Law. This Lease will be construed and governed by the laws of the Province of Manitoba.

16.12 Plurality and Gender. Words in the singular will include the plural and words in the masculine gender will include feminine and neuter genders where the context so requires.

[remainder of page intentionally left blank]

16.13 Counterparts. This Lease may be executed in counterparts and transmitted by facsimile signature, and the counterparts and transmissions together shall be deemed to constitute an original.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Lease as of the date first above written.

6599362 CANADA LTD.

Per: 

Name: Andrew Difehr

Title: Director

Per: 

Name: Richard Difehr

Title: Director

DELTA 9 BIO-TECH INC.

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

IN WITNESS WHEREOF the parties have executed this Lease as of the date first above written.

6599362 CANADA LTD.

DELTA 9 BIO-TECH INC.

Per: _____
 Name:
 Title:

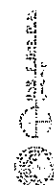
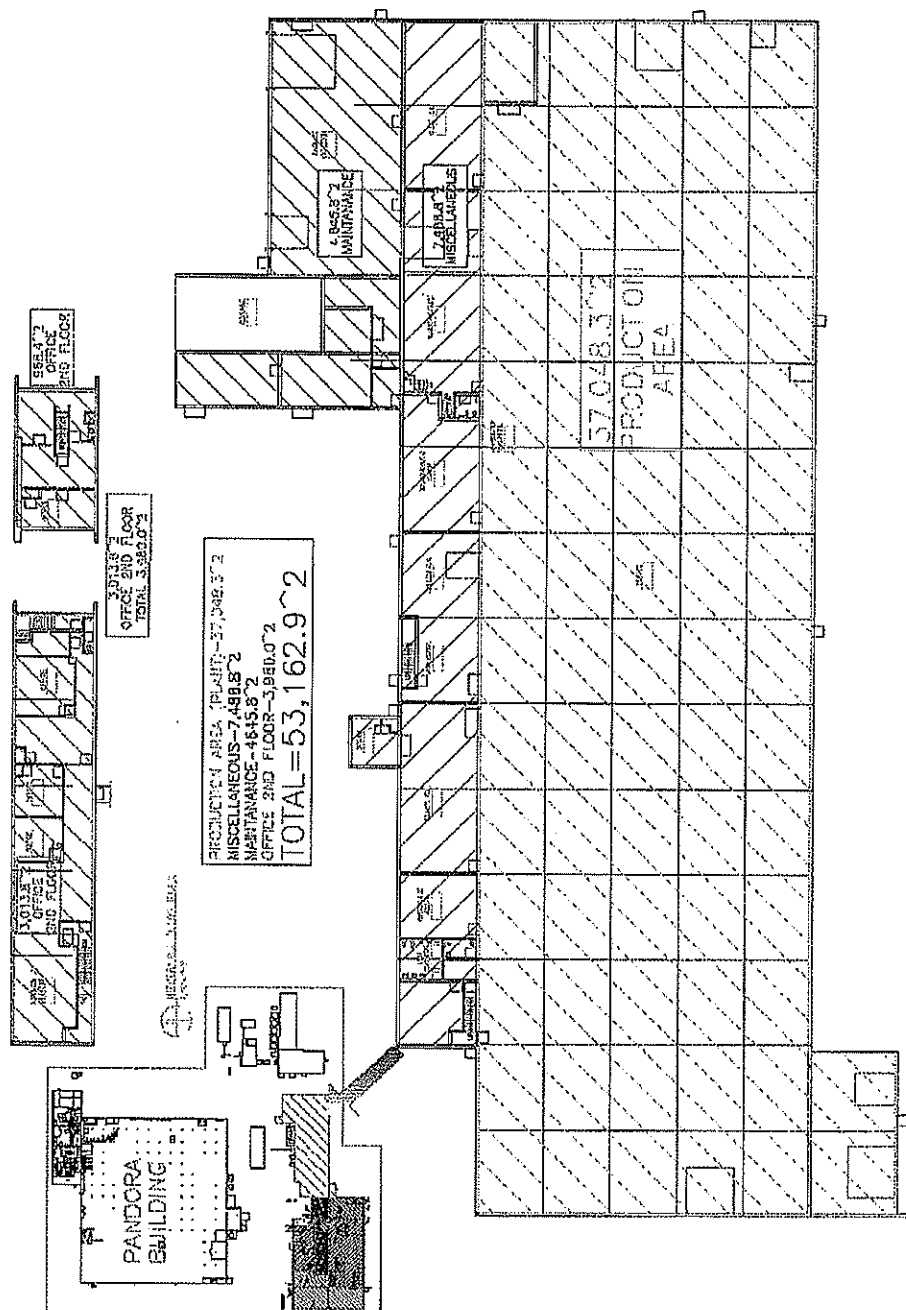
Per: _____
 Name: *John A. St. John*
 Title: *CEO*

Per: _____
 Name:
 Title:

Per: _____
 Name: *Brian Buttenberg*
 Title: *CEO*

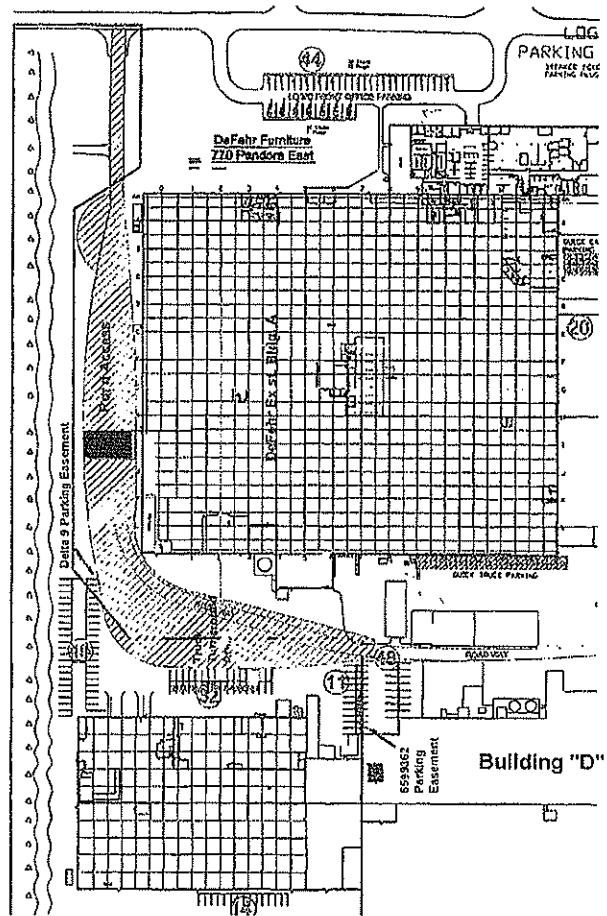
SCHEDULE "A"

[attach sketch]



SCHEDULE "B"

[attach sketch]



THIS LEASE AMENDING AGREEMENT dated as of the 23rd day of July, 2018.

BETWEEN:

6599362 CANADA LTD.

(the “**Landlord**”)

- and -

DELTA 9 BIO-TECH INC.

(the “**Tenant**”)

WHEREAS:

- A. The Landlord and the Tenant entered into a certain Lease dated March 19, 2018 (the “**Original Lease**”).
- B. In the Original Lease the definition of “Proportionate Share” in Section 1.01 references a denominator based on the square footage of the current buildings contained in the Statement and Demand for Municipal and School Taxes for the lands as 457,925 square feet, however the correct number for the denominator is 415,738 square feet;
- C. In the Original Lease, Section 3.01(iii) referenced an estimate of Realty Taxes, with the per annum amount being estimated at \$8,100.40 for the Leased Premises, however the correct number for Realty Taxes for the entirety of the Lands is \$334,312.57, making the per annum estimated amount for 2018 \$42,750.54, payable in monthly installments of \$3,562.55; and
- D. The parties wish to amend the Original Lease to correct the errors as referenced in the preambles above.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged the parties agree as follows:

- 1. The preambles to this Lease Amending Agreement are incorporated herein and are considered as essential parts of this Lease Amending Agreement.
- 2. All terms not otherwise defined in this Lease Amending Agreement shall have the meanings given to them in the Original Lease.

3. The definition of “**Proportionate Share**” in section 1.01 of the Original Lease is hereby amended by deleting such definition and replacing such definition with the following:

“Proportionate Share” means, in the case of Realty Taxes, the fraction expressed as a percentage calculated using the numerator and denominator as follows, with such fraction to be calculated on a monthly basis at the same time the area of the Leased Premises is agreed upon:

- (i) the numerator of which is the area of the Leased Premises; and*
- (ii) the denominator of which shall be the total square footage of all buildings located on the lands covered by the then current Statement and Demand for Municipal and School Taxes for the land on which the Leased Premises are located, which at the time of execution of the Lease includes the Lands and the additional lands referred to in Certificate of Title Nos. 2513702/1 (Parcel G) and 2513712/1 (Parcel H). The denominator, based on the current buildings contained in the current Statement and Demand for Municipal and School Taxes, is equal to Four Hundred and Fifteen Thousand, Seven Hundred and Thirty-Eight (415,738) square feet.*

4. The first paragraph of Subsection 3.01(b) of the Original Lease is hereby amended by deleting such paragraph and replacing such paragraph with the following:

- (b) commencing on the Commencement Date, additional rent payable in monthly installments, estimated for 2018 to be in the amount of \$7,328.26 per month, at the times and in the manner otherwise provided in Section 3.01(a) for Basic Rent, calculated as follows:*

5. Subsection 3.01(b)(iii) of the Original Lease is hereby amended by deleting such Subsection in its entirety and replacing that Subsection with the following text:

- (iii) the Tenant’s Proportionate Share of the Realty Taxes, estimated for 2018 to be \$42,750.54 per annum, payable in monthly installments of \$3,562.55 per month (which amount is estimated based on the \$334,312.57 2018 assessment of Realty Taxes, but subject to adjustment annually);*

6. The parties hereto accept the terms and conditions of this Lease Amending Agreement. In all other respects, the terms and conditions of the Original Lease are hereby ratified and confirmed.

7. This agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed and delivered either in original form, by facsimile, or in electronic form as a “.pdf” or “.tif” file, and the parties agree to adopt any signatures received by a receiving facsimile machine or as a “.pdf” or “.tif” file as original signatures of the parties, provided, however, that any party providing its signature by facsimile or in electronic form promptly shall forward to the other party an original of the signed copy of the Lease Amending Agreement that was sent by facsimile or in electronic form.

[signature page to follow]

IN WITNESS WHEREOF the parties hereto have executed this Lease Amending Agreement by the hands of their respective officers duly authorized in that behalf as of the date first above written.

6599362 CANADA LTD.

Per: 

Name: Andrew DeFehr

Title: Secretary

DELTA 9 BIO-TECH INC.

Per: _____

Name: _____

Title: _____

[signature page to Lease Amending Agreement between 6599362 Canada Ltd. and Delta 9 Bio-Tech Inc.]

IN WITNESS WHEREOF the parties hereto have executed this Lease Amending Agreement by the hands of their respective officers duly authorized in that behalf as of the date first above written.

6599362 CANADA LTD.

Per: _____
Name: _____
Title: _____

DELTA 9 BIO-TECH INC.

Per: _____
Name: John Asbutano
Title: CEO

[signature page to Lease Amending Agreement between 6599362 Canada Ltd. and Delta 9 Bio-Tech Inc.]

THIS IS EXHIBIT "15" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Summary of Commercial Leases for Retail Cannabis Stores as of June 19, 2021

| Store Number | Location | Tenant | Store Address | Square Feet | Lease Start Date | Lease End Date | Landlord Contact | | GST | Total | PAD | Post-Date |
|--------------|----------|-----------|--|-------------|------------------|----------------|--|------------|--------|-----------|-----|-----------|
| S0400 | Delta 9 | Lifestyle | St. Vital Square, Unit 1, 829 Dakota Street, Winnipeg, MB R2M 4Z2 | 3,500 | 1-Nov-23 | 31-Oct-28 | Royal Canadian Properties-Christina Slipec | 13,077.31 | 653.17 | 13,730.48 | | X |
| S0401 | Delta 9 | Lifestyle | 478 River Avenue, Winnipeg, MB R3L 0C8 | 2,834 | 1-Apr-24 | 31-Mar-29 | 3981496 Mb Inc, 2nd floor 310 Ross Ave, WPG R3A0L4 - Len Hirsch | 6500 | 325 | 5775 | X | |
| S0402 | Delta 9 | Lifestyle | Brandon Shoppers Mall, Unit 48, 1570 18th Street, Brandon, MB R7A 5C5 | 4,883 | 1-May-24 | 30-Apr-29 | Morguard Investments Real Estate Fund | 18757.26 | 937.86 | 19695.12 | X | |
| S0403 | Delta 9 | Lifestyle | City Centre Mall, Unit 1200, 300 Mystery Lake Road, Thompson, MB R8N 0M2 | 2,500 | 27-Sep-19 | 30-Sep-29 | Salthill Property Mgmt Inc 300-130 Bloor Street West, Toronto, ON M5S1N5 | 7872.2 | 393.61 | 8265.81 | X | |
| S0406 | Delta 9 | Lifestyle | Unit 2, 1589 Kenaston Blvd, Winnipeg, MB R3P 2N3 | 4,116 | 29-Sep-19 | 28-Dec-29 | Smart Limited Partnership Calloway REIT (Winnpeg SW) Inc 3200 Highway 7 Vaughan, ON L4K5Z5 | 11509.97 | 575.5 | 12085.47 | X | |
| S0404 | Delta 9 | Store | Unit 210, 777-8th Avenue SW Calgary, AB T2P 3R5 | 519 | 1-Oct-23 | 30-Sep-24 | Berezan Mgmt (Alta) Ltd | \$1,173.70 | 58.68 | 1232.38 | X | |
| S0405 | Delta 9 | Store | Unit 106, 10126 120 Avenue Grand Prairie, AB T8V 8H8 | 1,154 | 15-Oct-18 | 14-Oct-23 | Dan & Sandra Leslie 11802-91B Street Grand Prairie 780-814-3311 | 2754.11 | 137.7 | 2891.81 | X | |
| S0407 | Delta 9 | Store | Unit 7, 3427 50th Avenue Lloydminster, SK S9V 0N9 | 2,562 | 15-Oct-23 | 31-Oct-27 | Esquire Management Group | Pending | | | | |
| S0408 | Delta 9 | Lifestyle | Kirkfield Hotel 3321 Portage Avenue, Winnipeg, MB R3K 0W8 | 250 | 1-Jan-24 | 31-Jan-24 | Nicole Dangerfield Kirkfield Motor Hotel 3317 Portage Avenue Winnipeg | 1375 | 68.75 | 1443.75 | | X |
| S0410 | Delta 9 | Lifestyle | Unit #1, 655 - 1615 Regent Avenue W. Winnipeg, MB R2C 5C6 | 1,804 | 1-Feb-20 | 31-May-30 | LS Properties BT Ltd. Unit 5-915 Mcleod Ave, Wpg MB | 6663.82 | 333.2 | 6997.02 | X | |
| S0410 | Delta 9 | Lifestyle | Bunn's Creek, Unit #2&3, 2001 Henderson Hwy Winnipeg, MB R2G 1B3 | 3,620 | 1-Nov-20 | 31-Oct-25 | Passages Incorporated 159B Lilac Street, Wpg MB R3M0S1 | 10598.5 | 529.93 | 11128.43 | X | |
| S0411 | Delta 9 | Lifestyle | Northgate, #15-1399 McPhillips, Winnipeg, MB R2V 3V1 | 3,409 | 15-Apr-21 | 14-Apr-31 | 2851351 Mb Ltd Marwest Mgmt | 7097.67 | 354.88 | 7452.55 | X | |
| S0412 | Delta 9 | Lifestyle | 379 Main Street, Selkirk, MB R1A 1T5 | 3,198 | 15-Oct-21 | 14-Sep-31 | Konco Ltd 317 Martin Ave Arena Plaza | 7177.35 | 358.87 | 7536.22 | X | |
| S0413 | Delta 9 | Lifestyle | Pembina Village Shopping Centre, 2081 Pembina Winnipeg, MB R3T 5J9 | 3,136 | 1-Dec-21 | 1-Nov-31 | ARTIS Reit 600-200 Portage Avenue Wpg MB R3C0A5 | 9266.48 | 463.32 | 9729.8 | X | |
| S0414 | Delta 9 | Store | 4512 118 Avenue NW, Edmonton, AB T5W 1A9 | 1,260 | 1-Sep-21 | 31-Jan-29 | 1920036 Alberta Ltd. | 3990 | 199.8 | 4189.8 | | X |
| S0415 | Delta 9 | Store | 12620 132 Avenue NW, Edmonton, AB T5L 3P9 | 1,162 | 1-Sep-21 | 30-Nov-25 | Citicor Mgmt Inc 14823 Marine Drive White Rock BC, V4B1B3 | 3686.95 | 184.35 | 3871.3 | X | |
| S0416 | Delta 9 | Lifestyle | St. James Hotel, 1719 Portage Avenue, Winnipeg, MB R3J 0E4 | 700 | 7-Sep-21 | 31-Aug-26 | 7374195 Mb Ltd | 3000 | 150 | 3150 | X | |
| S0434 | Delta 9 | Lifestyle | Crestview Place, 3421 Portage Avenue, Winnipeg, MB R3K 0X2 | 3,220 | 1-Feb-22 | 30-Apr-32 | Shindico Realty-Sandra Summer | 7537.67 | 376.88 | 7914.55 | X | |
| S0438 | Delta 9 | Lifestyle | Unit #2, 1351 Main Street, Dauphin, MB R7N 2X7 | 1,050 | 1-Jan-23 | 31-Dec-32 | 5482233 Mb Ltd. Leo Ho | 115 | 138.75 | 2913.75 | X | |
| S0439 | Delta 9 | Lifestyle | Unit A, 78 Marion Street, Winnipeg, MB R2H 0G1 | 930 | 15-Nov-22 | 15-Nov-27 | Norwood Hotel | 2310 | 115 | 2,425.00 | | X |
| S0440 | Delta 9 | Lifestyle | 625 Sargent Avenue, Winnipeg, MB R3E 3G6 | 1,050 | 1-Dec-22 | 31-May-33 | 3981496 Mb Inc, 2nd floor 310 Ross Ave, WPG R3A0L4 - Len Hirsch | \$6,000 | 300 | 6300 | X | |

| Store Number | Location | Tenant | Store Address | Square Feet | Lease Start Date | Lease End Date | Landlord Contact | | GST | Total | PAD | Post-Date |
|-------------------------|----------------------|-----------|---|-------------|------------------|----------------|--|------------|--------|----------|-----|-----------|
| S0435 | Garden Variety | Lifestyle | 1424 Ellice Avenue, Winnipeg, MB R3G 0G4 | 6,064 | 3-Oct-18 | 3-Jan-29 | adium Centre- Prop Man total investments i | 20,608.01 | 1030.4 | 21638.41 | X | |
| S0436 | Garden Variety | Lifestyle | Unit 10 - 655 Sterling Lyon Parkway, Winnipeg, MB R3P 2S8 | 3,527 | 6-Dec-18 | 6-Dec-28 | Seasons Retail Corp (Harvard Dev) | 15104.29 | 755.21 | 15859.5 | X | |
| S0437 | Garden Variety | Lifestyle | Unit 1B - 1350 18th Street, Brandon, MB R7A 5C4 | 3,471 | 1-May-19 | 1-Aug-29 | Towers Realty 100-1420 Taylor Ave. Wpg | 11126.96 | 556.36 | 11683.32 | X | |
| S0417 | Uncle Sam's Cannabis | Store | Sherwood Park, Unit 301, 101 Granada Boulevard, Sherwood Park, AB T8A 4W2 | 2,740 | 1-Nov-18 | 31-Oct-23 | PropertyMasters Renee Lepage | 8864.67 | 443.23 | 9307.9 | X | |
| S0418 | Uncle Sam's Cannabis | Store | 13572 Fort Road NW, Edmonton, AB T5A 1C5 | 1,804 | 1-Oct-19 | 9-Oct-24 | Fortress Properties | \$3,946.27 | 197.3 | 4143.57 | X | |
| S0419 | Uncle Sam's Cannabis | Store | Unit 1, 10219 100 Avenue, Morinville, AB T8R 1P0 | 2,740 | 1-Apr-21 | 31-Mar-26 | 2426172 Alberta Ltd | 1491.57 | 74.68 | 1566.25 | X | |
| S0420 | Uncle Sam's Cannabis | Store | Calgary Trail, 10404 68 Avenue NW, Edmonton, AB T6H 2A9 | 1,396 | 20-Jan-20 | 20-Jan-25 | LMD Enterprises Ltd | 2308.9 | 115.45 | 2424.35 | X | |
| S0421 | Uncle Sam's Cannabis | Store | Libertson Square, Unit 106, 506 Street Albert Trail, St. Albert, AB T8N 5Z1 | 1,330 | 1-Sep-20 | 1-Sep-25 | Artis Liberton Square Ltd-Renee Johnstone | 4754.48 | 237.73 | 4992.21 | X | to Sept |
| S0422 | Uncle Sam's Cannabis | Store | Hermitage Square, 12751 50th Street NW, Edmonton, AB T5A 4L8 | 1,619 | 1-Oct-20 | 1-Oct-25 | 1962623 Alberta Ltd | 5235.75 | 261.79 | 5497.54 | X | |
| S0423 | Uncle Sam's Cannabis | Store | Northgate, 12950 97th Street NW, Edmonton, AB T8A 4W2 | 1,200 | 1-Oct-20 | 1-Oct-25 | 951725 Aberta Ltd | 3943 | 197.15 | 4140.15 | X | 30-Sep |
| S0424 | Uncle Sam's Cannabis | Store | 13712 Castle Downs Road, Edmonton, AB T5X 4H7 | 1,179 | 1-Feb-21 | 1-Feb-26 | Attica Properties Ltd | 4537 | 226.85 | 4763.85 | X | |
| S0433 | Uncle Sam's Cannabis | Store | WestGate, 17042 90th Avenue NW, Edmonton, AB T5T 1L6 | 1,902 | 1-Apr-22 | 1-Apr-32 | Westgate Shopping Center | 8329.01 | 416.45 | 8745.46 | X | |
| S0425 | Discounted Cannabis | Store | 12988 50th Street NW, Edmonton, AB T5A 4L2 | 1,100 | 1-May-21 | 30-Jun-26 | 2322272 Alberta Ltd | 5493.71 | 274.67 | 5768.38 | X | |
| S0426 | Discounted Cannabis | Store | 9507 100th Street, Morinville, AB T8R 1R2 | 1,200 | 1-Apr-21 | 1-Apr-26 | 1824240 Alberta Ltd | 2945 | 147.25 | 3092.25 | X | |
| S0427 | Discounted Cannabis | Store | Unit 101, 5003 30th Avenue, Beaumont, AB T4X 1T9 | 1,297 | 1-Jun-21 | 1-Jun-26 | McLeod Realty Mgmt | 3423 | 171.15 | 3594.15 | X | |
| S0428 | Discounted Cannabis | Store | 12918 82 Street NW, Edmonton, AB T5E 2T2 | 1,534 | 1-May-21 | 1-May-26 | Dada 4 Holdings AC Propperty Delton | 4790.35 | 239.62 | 5029.87 | X | |
| S0429 | Discounted Cannabis | Store | Circle Square, 13210 118th Avenue NW, Edmonton, AB T5L 4N4 | 1,080 | 1-Sep-21 | 1-Sep-31 | Strategic Edmonton GP Ltd | 3160.21 | 158.01 | 3318.22 | X | |
| S0430 | Discounted Cannabis | Store | 14147 127th Street NW, Edmonton, AB T6V 1E7 | 1,288 | 1-Jul-21 | 1-Jul-26 | Marco Investments Ltd | 4714.89 | 235.74 | 4950.63 | X | |
| S0431 | Discounted Cannabis | Store | Unit 105, 4600 48th Street, Stony Plain, AB T7Z 1L4 | 1,200 | 10-Sep-21 | 10-Sep-26 | CJE Investments | 2742.7 | 137.11 | 2879.81 | X | |
| S0432 | Discounted Cannabis | Store | Unit 106, 2, 256 Manning Cross NW, Unit A, Edmonton, AB T5A 5A1 | 3,312 | 1-Sep-21 | 1-Sep-31 | Skyline Retail Real Estate Holdings | 7204.15 | 360.21 | 7564.36 | X | |
| Post-Dated Cheques sent | | | | | | | | | | | | |

THIS IS EXHIBIT "16" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Licence No. - N° de licence
LIC-DUUNT3BJW1-2022

LICENCE

This licence is issued in accordance with the *Cannabis Act* and *Cannabis Regulations*

LICENCE

Cette licence est délivrée conformément à la *Loi sur le cannabis* et le *Règlement sur le cannabis*

Licence Holder / Titulaire de la licence :
Delta 9 Bio-Tech Inc.

Licensed Site / Lieu autorisé :
770 PANDORA AVE EAST
WINNIPEG, MB, CANADA, R2C 3N1

The above-mentioned person is authorized to conduct, at the site specified on this licence, the activities listed below for the following licence classes and subclasses.

La personne susmentionnée est autorisée à effectuer, sur le site spécifié sur cette licence, les activités énumérées ci-dessous pour les catégories et les sous-catégories de licence suivantes.

Standard Cultivation

Culture standard

| Activities | Activités |
|---|--|
| <ul style="list-style-type: none">To possess cannabisTo obtain dried cannabis, fresh cannabis, cannabis plants or cannabis plant seeds by cultivating, propagating and harvesting cannabisFor the purposes of testing, to obtain cannabis by altering its chemical or physical properties by any meansTo sell cannabis in accordance with subsection 11(5) of the Cannabis Regulations | <ul style="list-style-type: none">Avoir du cannabis en sa possessionObtenir du cannabis séché, du cannabis frais, des plantes de cannabis ou des graines provenant de telles plantes par la culture, la multiplication et la récolte de cannabisAfin d'effectuer des essais sur du cannabis, obtenir du cannabis par l'altération, par tout moyen, de ses propriétés physiques ou chimiquesVendre du cannabis en vertu du paragraphe 11(5) du Règlement sur le cannabis |

| Conditions | Conditions |
|---|---|
| The licence holder must meet the requirements set out in the Health Canada document entitled " <i>Mandatory cannabis testing for pesticide active ingredients - Requirements</i> ". | Le titulaire de la licence doit respecter les exigences énoncées dans le document de Santé Canada intitulé « <i>Analyse obligatoire du cannabis pour les résidus de principes actifs de pesticides-Exigences</i> ». |

Standard Processing

Transformation standard

| Activities | Activités |
|---|--|
| <ul style="list-style-type: none">To possess cannabisTo produce cannabis, other than obtain it by cultivating, propagating or harvesting itTo sell cannabis in accordance with subsection 17(5) of the Cannabis Regulations | <ul style="list-style-type: none">Avoir du cannabis en sa possessionProduire du cannabis, sauf en l'obtenant par la culture, la multiplication et la récolteVendre du cannabis en vertu du paragraphe 17(5) du Règlement sur le cannabis |

| Conditions | Conditions |
|---|--|
| The licence holder must meet the requirements set out in the Health Canada document entitled " <i>Mandatory cannabis testing for pesticide active ingredients - Requirements</i> ". | Le titulaire de la licence doit respecter les exigences énoncées dans le document de Santé Canada intitulé « <i>Analyse obligatoire du cannabis pour les résidus de principes actifs de pesticides-Exigences</i> ». |
| The only cannabis products that the licence holder may sell or distribute to (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis topicals; cannabis extracts; and edible cannabis. | Les seuls produits du cannabis que le titulaire de la licence peut vendre ou distribuer (i) à un titulaire d'une licence de vente et (ii) à une personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d'une plante de cannabis; cannabis séché; cannabis frais; cannabis topiques; extraits de cannabis; et cannabis comestible. |



Acting Director, Licencing and Security, Controlled Substances and Cannabis Branch

Directeur par intérim, Licences et sécurité, Direction générale des substances contrôlées et du cannabis

| Conditions | Conditions |
|--|---|
| The only cannabis products that the licence holder may send or deliver to the purchaser at the request of (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis topicals; cannabis extracts; and edible cannabis. | Les seuls produits du cannabis que le titulaire de la licence peut expédier ou livrer à l'acheteur à la demande (i) d'un titulaire d'une licence de vente et (ii) d'une personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d'une plante de cannabis; cannabis séché; cannabis frais; cannabis pour usage topique; extrait de cannabis; et cannabis comestible. |

Sale for Medical Purposes

Vente à des fins médicales

| Activities | Activités |
|---|--|
| <ul style="list-style-type: none">To possess cannabisTo sell cannabis products in accordance with section 27 and Part 14, Division 1 of the Cannabis Regulations | <ul style="list-style-type: none">Avoir du cannabis en sa possessionVendre des produits du cannabis en vertu de l'article 27 et la section 1 de la partie 14 du Règlement sur le cannabis |

| Conditions | Conditions |
|------------|------------|
| N/A | nd |

Indoor Area(s) / Zone(s) intérieure(s)

The possession of cannabis and the other activities mentioned above are authorized in the following building(s) / La possession de cannabis et les autre activités mentionnées ci-haut sont autorisées dans les bâtiment(s) suivant(s) :

E Building

Effective date of the licence:

This licence is effective as of **August 22, 2022**

Expiry date of the licence:

This licence expires on **August 22, 2027**

Date d'entrée en vigueur de la licence:

Cette licence entre en vigueur à compter du **22 août 2022**

Date d'expiration de la licence:

La présente licence expire le **22 août 2027**



Acting Director, Licencing and Security, Controlled Substances and Cannabis Branch

Directeur par intérim, Licences et sécurité, Direction générale des substances contrôlées et du cannabis

THIS IS EXHIBIT "17" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA



June 10, 2024

James Lawson
Delta 9 Bio-Tech Inc.
PO Box 68096 RPO Osborne
Winnipeg MB R3L 2V9

Dear James Lawson:

Subject: Renewal of Cannabis Licence under the Excise Act, 2001

We have reviewed your cannabis licence renewal application, and your cannabis licence under the Excise Act, 2001 has been renewed effective June 17, 2024 for a period of one month. It will expire on July 16, 2024.

Cannabis licence number

The following licence number should be recorded on all correspondence with the Canada Revenue Agency (CRA):

85116 3048 RD0001

Each of the physical business locations included in the licence application has been provided with a separate account number as follows:

| Location | Account Identifier | Account Type | Premises Address |
|----------|--------------------|--------------|---------------------------------------|
| 1 | RD0001 | Filing | 770 Pandora Ave E Winnipeg MB R2C 3N1 |

Sufficient Financial Resources

A holder of a licence issued under the Act who wishes to maintain or renew their excise licence must continue to meet certain conditions imposed under the Act. Pursuant to paragraph 2(2)(e) of the Regulations Respecting Excise Licences and Registrations a licensee must maintain sufficient financial resources to conduct their business in a responsible manner.

In order to demonstrate that you have sufficient financial resources to conduct business in a responsible manner in accordance with section 2 of the Regulations, we require that the following payment requirements are met 30 days before the short term renewal expires:

1. Monthly excise duty payable is paid by the due date (last day of the calendar month following your reporting period); and
2. You continue to follow the payment arrangement agreed upon with Collections for the outstanding arrears.

THIS IS EXHIBIT "18" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Summary of Provincial Cannabis Retail Licences

Alberta

| # | Licensee | Store Name | Address | Licence # | Effective Date | Expiry Date |
|-----|-----------------------------|------------------------|---|-----------|-----------------|-----------------|
| 1. | Delta 9 Cannabis Store Inc. | Delta 9 Cannabis Store | Unit 210 – 777 8 Avenue SW, Calgary, Alberta | 781377-1 | May 4, 2023 | May 3, 2023 |
| 2. | Delta 9 Cannabis Store Inc. | Delta 9 Cannabis Store | 106 – 10126 120 Avenue, Grand Prairie, Alberta | 781376-1 | May 27, 2023 | May 26, 2024 |
| 3. | Delta 9 Cannabis Store Inc. | Delta 9 Cannabis Store | 4512 118 Avenue NW, Edmonton, Alberta | 783427-1 | August 31, 2023 | August 30, 2024 |
| 4. | Delta 9 Cannabis Store Inc. | Delta 9 Cannabis Store | 12620 132 Avenue NW, Edmonton, Alberta | 783426-1 | August 31, 2023 | August 30, 2024 |
| 5. | Delta 9 Cannabis Store Inc. | Uncle Sam's Cannabis | 301 – 101 Granada Boulevard, Sherwood Park | 783987-1 | March 31, 2023 | March 30, 2024 |
| 6. | Delta 9 Cannabis Store Inc. | Uncle Sam's Cannabis | 13572 Fort Road NW, Edmonton, Alberta | 783993-1 | March 31, 2023 | March 30, 2024 |
| 7. | Delta 9 Cannabis Store Inc. | Uncle Sam's Cannabis | 1 – 10219 100 Avenue, Morinville, Alberta | 783991-1 | March 31, 2023 | March 30, 2024 |
| 8. | Delta 9 Cannabis Store Inc. | Uncle Sam's Cannabis | 10404 68 Avenue NW, Edmonton, Alberta | 783984-1 | March 31, 2023 | March 30, 2024 |
| 9. | Delta 9 Cannabis Store Inc. | Uncle Sam's Cannabis | 106 – 506 St. Albert Trail, St. Albert, Alberta | 783988-1 | March 31, 2023 | March 30, 2024 |
| 10. | Delta 9 Cannabis Store Inc. | Uncle Sam's Cannabis | 12751 50 Street NW, Edmonton, Alberta | 783992-1 | March 31, 2023 | March 30, 2024 |
| 11. | Delta 9 Cannabis Store Inc. | Uncle Sam's Cannabis | 12950 97 Street NW, Edmonton, Alberta | 783985-1 | March 31, 2023 | March 30, 2024 |
| 12. | Delta 9 Cannabis Store Inc. | Uncle Sam's Cannabis | 13712 Castle Downs Road | 783983-1 | March 31, 2023 | March 30, 2024 |

| | | | | | | |
|-----|-----------------------------------|----------------------------|--|----------|-------------------|-------------------|
| | | | NW, Edmonton, Alberta | | | |
| 13. | Delta 9 Cannabis Store Inc. | Uncle Sam's Cannabis | 17042 90 Avenue NW, Edmonton, Alberta | 784075-1 | March 31, 2023 | March 30, 2024 |
| 14. | Delta 9 Cannabis Store Inc. | Discounted Cannabis | 101 – 5003 30 Avenue, Beaumont, Alberta | 783989-1 | March 31, 2023 | March 30, 2024 |
| 15. | Delta 9 Cannabis Store Inc. | Discounted Cannabis | 9507 100 Street, Morinville, Alberta | 783998-1 | March 31, 2023 | March 30, 2024 |
| 16. | Delta 9 Cannabis Store Inc. | Discounted Cannabis | 12988 50 Street NW, Edmonton, Alberta | 783990-1 | March 31, 2023 | March 30, 2024 |
| 17. | Delta 9 Cannabis Store Inc. | Discounted Cannabis | 12918 82 Street, Edmonton, Alberta | 783997-1 | March 31, 2023 | March 30, 2024 |
| 18. | Delta 9 Cannabis Store Inc. | Discounted Cannabis | 13210 118 Avenue, Edmonton, Alberta | 783995-1 | March 31, 2023 | March 30, 2024 |
| 19. | Delta 9 Cannabis Store Inc. | Discounted Cannabis | 14147 127 Street NW, Edmonton, Alberta | 783996-1 | March 31, 2023 | March 30, 2024 |
| 20. | Delta 9 Cannabis Store Inc. | Discounted Cannabis | 105 – 4600 48 Street, Stony Plain, Alberta | 783986-1 | March 31, 2023 | March 30, 2024 |
| 21. | Delta 9 Cannabis Store Inc. | Discounted Cannabis | 106-2-256 Manning Crossing NW Unit A, Edmonton, Alberta | 783994-1 | March 31, 2023 | March 30, 2024 |

Saskatchewan

| # | Licensee | Store Name | Address | Licence # | Effective Date | Expiry Date |
|----|-----------------------------------|------------------------------|--|------------|---------------------|---------------------|
| 1. | Delta 9 Cannabis Store Inc. | Delta 9 Cannabis Store | Unit 7 – 3427 50 Avenue, Lloydminster, Saskatchewan | R1162-2026 | November 7, 2023 | November 6, 2026 |

Manitoba

| # | Licensee | Store Name | Address | Licence # | Effective Date | Expiry Date |
|-----|--|------------------------|--|---------------|-------------------|--------------------|
| 1. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | Unit 1 – 827 Dakota Street, Winnipeg, Manitoba | 5796-RC-11129 | October 1, 2023 | September 30, 2024 |
| 2. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 478 River Avenue, Winnipeg, Manitoba | 5796-RC-11128 | March 1, 2023 | February 29, 2024 |
| 3. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 478 River Avenue, Winnipeg, Manitoba | 5796-RC-11128 | March 1, 2024 | February 28, 2025 |
| 4. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 48 – 1570 18 th Street, Brandon, Manitoba | 5796-RC-11173 | April 1, 2023 | March 31, 2024 |
| 5. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 300 Mystery Lake Road, Thompson, Manitoba | 5796-RC-11169 | September 1, 2023 | August 31, 2024 |
| 6. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 2 – 1589 Kenaston Boulevard, Winnipeg, Manitoba | 5796-RC-11178 | August 1, 2023 | July 31, 2024 |
| 7. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 655 – 1615 Regent Avenue West, Winnipeg, Manitoba | 5796-RC-12191 | October 1, 2023 | September 30, 2024 |
| 8. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 3321 Portage Avenue, Winnipeg, Manitoba | 5796-RC-12238 | October 1, 2023 | September 30, 2024 |
| 9. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 2001 Henderson Highway, Winnipeg, Manitoba | 5796-RC-12290 | October 1, 2023 | September 30, 2024 |
| 10. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 15 – 1399 McPhillips Street, Winnipeg, Manitoba | 5796-RC-12317 | October 1, 2023 | September 30, 2024 |

| | | | | | | |
|-----|--|------------------------------------|--|---------------|-------------------|--------------------|
| 11. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 379 Main Street, Selkirk, Manitoba | 5796-RC-12450 | August 1, 2023 | July 31, 2024 |
| 12. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 2081 Pembina Highway, Winnipeg, Manitoba | 5796-RC-10477 | October 1, 2023 | September 30, 2024 |
| 13. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 1719 Portage Avenue, Winnipeg, Manitoba | 5796-RC-13311 | October 1, 2023 | September 30, 2024 |
| 14. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 3421 Portage Avenue, Unit 10 & Unit 11, Winnipeg, Manitoba | 5796-RC-13830 | April 1, 2023 | March 31, 2024 |
| 15. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 2 – 1351 Main Street, Dauphin, Manitoba | 5796-RC-15234 | December 5, 2022 | November 30, 2023 |
| 16. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 2 – 1351 Main Street, Dauphin, Manitoba | 5796-RC-15234 | December 1, 2023 | November 30, 2024 |
| 17. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | Unit A – 78 Marion Street, Winnipeg, Manitoba | 5796-RC-12157 | December 1, 2023 | November 30, 2024 |
| 18. | Delta 9 Lifestyle Cannabis Clinic Inc. | Delta 9 Cannabis Store | 625 Sargent Avenue, Winnipeg, Manitoba | 5796-RC-4831 | October 1, 2023 | September 30, 2024 |
| 19. | Delta 9 Lifestyle Cannabis Clinic Inc. | Garden Variety Cannabis Dispensary | 620 – 1424 Ellice Avenue, Winnipeg, Manitoba | 5796-RC-11389 | September 1, 2023 | August 31, 2024 |
| 20. | Delta 9 Lifestyle Cannabis Clinic Inc. | Garden Variety Cannabis Dispensary | 10 – 655 Sterling Lyon Parkway, Winnipeg, Manitoba | 5796-RC-11390 | September 1, 2023 | August 31, 2024 |
| 21. | Delta 9 Lifestyle Cannabis Clinic Inc. | Garden Variety Cannabis Dispensary | 1B – 1350 18 th Street, Brandon, Manitoba | 5796-RC-11391 | September 1, 2023 | August 31, 2024 |