

COURT FILE NUMBER 2401 - 09688

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF DELTA 9
CANNABIS INC., DELTA 9 LOGISTICS INC., DELTA
9 BIO-TECH INC., DELTA 9 LIFESTYLE CANNABIS
CLINIC INC. and DELTA 0 CANNABIS STORE INC.

APPLICANTS DELTA 9 CANNABIS INC., DELTA 9 LOGISTICS
INC., DELTA 9 BIO-TECH INC., DELTA 9 LIFESTYLE
CANNABIS CLINIC INC. and DELTA 0 CANNABIS
STORE INC.

DOCUMENT AFFIDAVIT OF SERVICE

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Ave SW
Calgary, Alberta T2P 0B4
Fax: 403.508.4349
Attention: Ryan Zahara/Kaitlin Ward
Phone: 403.693.5420/403.693.4311
File: 0136555.00034

AFFIDAVIT OF REGIE AGCAOILI

Sworn on July 15, 2024

I, Regie Agcaoili, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a legal assistant employed at MLT Aikins LLP ("**MLT Aikins**"), solicitors for the Applicants, Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc. (collectively the "**Applicants**" or "**Delta 9**") and as such, I have personal knowledge of the matters deposed to herein, except where stated to be based on information and belief, in which case, I verily believe the same to be true.
2. Attached hereto and marked as **Exhibit "A"** is a copy of the Service List for this Action, updated as of July 15, 2024.

3. On July 12, 2024, our office sent unfiled copies of the following Application materials (collectively, the **"Unfiled Application Materials"**) that Delta 9 intends to rely on at the hearing scheduled on July 15, 2024 for an Initial Order under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the **"Hearing"**) via email, fax and courier upon those parties on the Service List:
 - (a) Originating Application;
 - (b) First Affidavit of John Arbuthnot IV, sworn on July 12, 2024;
 - (c) Consent to Act of Proposed Monitor, Alvarez & Marsal Canada Inc.; and
 - (d) Brief of the Applicants.
4. Attached hereto and collectively marked as **Exhibit "B"** is a copy of the FileTransfer email dated July 12, 2024, a copy of the service letter enclosed thereto and copies of the Unfiled Application Materials to those parties with email addresses (**"Email Parties"**).
5. On July 12, 2024, I also sent copies of the Unfiled Application Materials to those parties on the Service List with fax numbers via electronic fax. Attached hereto and marked as **Exhibit "C"** is a copy of the fax emails along with the service letters to Canada Revenue Agency and Manitoba Securities Commission (collectively **"Fax Parties"**), dated July 12, 2024.
6. On July 12, 2024, our office retained the courier services of Purolator to deliver copies of the Unfiled Application Materials on those parties on the Service list with physical addresses. Attached hereto and collectively marked as **Exhibit "D"** are copies of our service letters to Canadian Western Bank, Linde Canada Inc., Canada Revenue Agency – Insolvency Group and H.M. the King (Canada) (collectively **"Courier Parties"**), dated July 12, 2024, along with copies of the Purolator tracking slips of the Unfiled Application Materials on those Courier Parties.
7. I am advised and do believe that on July 15, 2024, an articling student employed at the MLT Aikins Winnipeg office hand delivered the Unfiled Application Materials, along with a service letter, to the City Clerk of the City of Winnipeg located at 510 Main Street, in the City Winnipeg, in the Province of Manitoba (**"Winnipeg City Clerk"**). Mr. Brendan Harris, who identified himself as an employee designated by the Winnipeg City Clerk, accepted

the service of Unfiled Application Materials and has provided his business card. Attached hereto and collectively marked as **Exhibit “E”** is a copy of our letter dated July 15, 2024 and a copy of Mr. Harris’ business card.

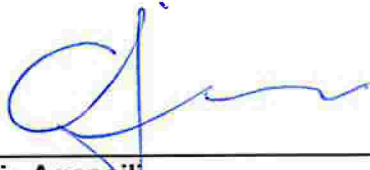
8. Attached hereto and marked as **Exhibit “F”** is a copy of our Notice to Media of Application to Restrict Access submission along with a copy of the submission confirmation.
9. On July 15, 2024, I sent filed electronic copies of the following Application Materials (the **“Filed Application Materials”**) via email, courier and fax upon those parties on the Service List:
 - (a) Originating Application, filed July 15, 2024;
 - (b) First Affidavit of John Arbuthnot IV, sworn on July 12, 2024 and filed on July 15, 2024;
 - (c) Consent to Act of Proposed Monitor, Alvarez & Marsal Canada Inc., filed on July 15, 2024; and
 - (d) Brief of the Applicants, filed on July 15, 2024.
10. Attached hereto and collectively marked as **Exhibit “G”** is a copy of the FileTransfer email dated July 15, 2024 and a copy of the service letter enclosed thereto enclosing the Filed Application Materials to the Email Parties.
11. On July 15, 2024, I sent copies of the Filed Application Materials to the Fax Parties via fax. Attached hereto and marked as **Exhibit “H”** is a copy of the fax emails along with the service letters dated July 15, 2024 enclosing the Filed Application Materials.

12. Also on July 15, 2024, our office sent copies of the Filed Application Materials to the Courier Parties via Purolator. Attached hereto and collectively marked as **Exhibit "I"** is a copy of the service letter, dated July 15, 2024 to the Courier Parties and copies of the Purolator tracking slips, enclosing the Filed Application Materials on the Courier Parties.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta,)
this 15th day of July, 2024.)
)
)
)



A Commissioner for Oaths in and for Alberta



Regie Agcaoli

DANIELLE CHRISTIANSEN
A COMMISSIONER FOR OATHS
IN AND FOR THE
PROVINCE OF ALBERTA
EXPIRES: MAY 29, 2025 

THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF REGIE AGCAOILI
SWORN BEFORE ME AT CALGARY, ALBERTA
this 15th day of July, 2024



A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

DANIELLE CHRISTIANSEN
A COMMISSIONER FOR OATHS
IN AND FOR THE
PROVINCE OF ALBERTA
EXPIRES: MAY 29, 2025

COURT FILE NUMBER

2401-

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF DELTA
9 CANNABIS INC., DELTA 9 LOGISTICS INC.,
DELTA 9 BIO-TECH INC., DELTA 9 LIFESTYLE
CANNABIS CLINIC INC. and DELTA 9 CANNABIS
STORE INC.

APPLICANTS

DELTA 9 CANNABIS INC., DELTA 9 LOGISTICS
INC., DELTA 9 BIO-TECH INC., DELTA 9
LIFESTYLE CANNABIS CLINIC INC. and DELTA
9 CANNABIS STORE INC.

DOCUMENT

SERVICE LIST

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT:

MLT AIKINS LLP

Barristers & Solicitors
2100 Livingston Place – 222 3rd Avenue SW
Calgary, AB T2P 0B4

Attention: Ryan Zahara/Chris Nyberg/
Kaitlin Ward

Phone: 403.693.5420/2636/4311

Facsimile: 403.508.4349

File: 0136555.00034

Updated as of July 15, 2024

PARTY	COUNSEL
Applicants: Delta 9 Cannabis Inc. 2600 – 1066 West Hastings Street Vancouver, BC V6E 3X1 Delta 9 Logistics Inc. 30th Floor, 360 Main Street Winnipeg, MB R3C 4G1 Delta 9 Bio-Tech Inc. 30th Floor, 360 Main Street Winnipeg, MB R3C 4G1 Delta 9 Cannabis Store Inc. 30th Floor, 360 Main Street Winnipeg, MB R3C 4G1 10172964 Manitoba Ltd. 30th Floor, 360 Main Street Winnipeg, MB R3C 4G1 John Arbuthnot Email: john.arbuthnot@delta9.ca Jim Lawson Email: jim.lawson@delta9.ca	<i>Counsel for Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc.</i> MLT Aikins LLP 2100 – 222, 3th Avenue SW Calgary, Alberta T2P 0B4 Ryan Zahara Email: rzahara@mltaikins.com Chris Nyberg Email: cnyberg@mltaikins.com Kaitlin Ward Email: kwward@mltaikins.com
Directors and Officers of the Applicants	<i>Counsel to the Directors and Officers of the Applicants:</i> Norton Rose Fulbright Suite 3700, 400 – 3rd Avenue SW Calgary, AB T2P 4H2 Howard Gorman, K.C. Email: howard.gorman@nortonrosefulbright.com

Proposed Monitor Alvarez & Marsal Canada Inc. Orest Konowalchuk Email: okonowalchuk@alvarezandmarsal.com Duncan MacRae Email: dmacrae@alvarezandmarsal.com David Williams Email: david.williams@alvarezandmarsal.com	<i>Counsel for Proposed Monitor</i> Burnet, Duckworth & Palmer LLP David LeGeyt Email: dlegeyt@bdplaw.com Ryan Algar Email: ralgar@bdplaw.com Jenny Deyholos Email: jdeyholos@bdplaw.com
2759054 Ontario Inc., o/a Fika Herbal Goods 49 Tank House Lane Toronto, ON M5A 3C4	<i>Counsel for 2759054 Ontario Inc., o/a Fika Herbal Goods</i> Miller Thomson LLP Toronto Suite 5800, 40 King Street West Toronto, ON M5H 3S1 Calgary 43rd Floor, 525 – 8th Avenue SW Calgary, AB T2P 1G1 Larry Ellis (Toronto) Email: lellis@millertthomson.com Matthew Cressatti (Toronto) Email: mcressatti@millertthomson.com Monica Faheim (Toronto) Email: mfaheim@millertthomson.com James W. Reid (Calgary) Email: jwreid@millertthomson.com

SNDL Inc. 1600, 421 – 7th Avenue SW Calgary, AB T2P 4K9	<i>Counsel for SNDL Inc.</i> McCarthy Tétrault LLP Suite 240, 745 Thurlow Street Vancouver, BC V6E 0C5 Vancouver: Lance Williams Email: lwilliams@mccarthy.ca Ashley Bowron Email: abowron@mccarthy.ca Jenna Clark Email: jkrclark@mccarthy.ca Calgary: Sean Collins, K.C. Email: scollins@mccarthy.ca
Canadian Western Bank 230 Portage Avenue Winnipeg, MB R3C 0B1	
Linde Canada Inc. 1 City Centre Drive Mississauga, ON L5B 1M2	
Manitoba Securities Commission 400 St. Mary Ave, Suite 500 Winnipeg, MB R3C 4K5 General Counsel: Chris Besko Email: chris.besko@gov.mb.ca Email: securities@gov.mb.ca Fax: 1 (204) 945-0330	
Canada Revenue Agency – Insolvency Group Suite 10, 9700 Jasper Avenue NW Edmonton, AB T5J 4C8 Fax: 1 (833) 697-2389	

Health Canada 161 Goldenrod Drwy Ottawa, ON K1A 0K9 Email: licensing-cannabis-licences@hc-sc.gc.ca	
City Clerk - The City of Winnipeg 510 Main Street Winnipeg, MB R3B 1B9 (via personal service)	
H.M. the King (Canada) Address for Service for H.M. the King (Canada): Department of Justice Regional Office 301-310 Broadway Winnipeg MB R3C 0S6	

EMAILS:

rzahara@mltaikins.com; cnyberg@mltaikins.com; kward@mltaikins.com;
john.arbutnot@delta9.ca; jim.lawson@delta9.ca;
howard.gorman@nortonrosefulbright.com; okonowalchuk@alvarezandmarsal.com;
dmacrae@alvarezandmarsal.com; david.williams@alvarezandmarsal.com;
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lellis@millerthomson.com; mcressatti@millerthomson.com;
mfaheim@millerthomson.com; jwreid@millerthomson.com; lwilliams@mccarthy.ca;
abowron@mccarthy.ca; jkrclark@mccarthy.ca; scollins@mccarthy.ca;
chris.besko@gov.mb.ca; securities@gov.mb.ca; licensing-cannabis-licences@hc-sc.gc.ca

FAXES:

18336972389@faxcloud.biz

Canada Revenue Agency

12049450330@faxcloud.biz

Manitoba Securities Commission

THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF REGIE AGCAOILI
SWORN BEFORE ME AT CALGARY, ALBERTA
this 15th day of July, 2024



A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

DANIELLE CHRISTIANSEN
A COMMISSIONER FOR OATHS
IN AND FOR THE
PROVINCE OF ALBERTA
EXPIRES: MAY 29, 2025

Regie Agcaoili

From: Regie Agcaoili <ragcaoili@mltaikins.com>
Sent: Friday, July 12, 2024 5:00 PM
To: john.arbutnot@delta9.ca; jim.lawson@delta9.ca;
okonowalchuk@alvarezandmarsal.com; dmacrae@alvarezandmarsal.com;
david.williams@alvarezandmarsal.com; dlegeyt@bdplaw.com; ralgar@bdplaw.com;
jdehyolos@bdplaw.com; lellis@millerthomson.com; mcressatti@millerthomson.com;
mfaheim@millerthomson.com; jwreid@millerthomson.com; lwilliams@mccarthy.ca;
abowron@mccarthy.ca; jkrclark@mccarthy.ca; scollins@mccarthy.ca;
chris.besko@gov.mb.ca; securities@gov.mb.ca; licensing-cannabis-licences@hc-sc.gc.ca;
ar-cr@hs-sc.gc.ca; jandrade@winnipeg.ca
Cc: Ryan Zahara; Kaitlin Ward; Chris Nyberg
Subject: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc. (collectively, "Delta 9")

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

Please find enclosed, for service upon you, correspondence and its enclosures from Ms. Kaitlin Ward on behalf of Delta 9 Cannabis Inc. et al.

Yours truly,

Regie A.

Secure Message Info

Message ID XkHfddbS7mSRQHpcmiE2n

Message Sunday, 11 August

Expires

Message <https://FILE.MLTAIKINS.COM/message/XkHfddbS7mSRQHpcmiE2n>
URL

Permission If you forward this email with the secure random download link, whomever you forward this to can download the files attached to this message.

Files attached to this message

Filename	Size
Letter to Service List re unfiled Application Materials (VIA EMAIL).pdf	161 KB
Originating Application re CCAA Initial Order - Delta 9 Group (Finalized).pdf	470 KB
Compiled (Sworn) First Affidavit of John Arbuthnot IV with Exhibits.pdf	63.3 MB
Consent to Act as Monitor (Alvarez Marsal) - Delta 9 - Executed July 11, 2024.pdf	130 KB
Brief in Support of Initial Application (signed).pdf	526 KB

[Download Files](#)

[Reply to this Secure Message](#)

Regie Agcaoili

Legal Assistant

(403) 693-5402 | ragcaoili@mltaikins.com | Calgary

Assistant to: R. Zahara, K. Ward, and E. Ashworth

July 12, 2024

VIA EMAIL

TO SERVICE LIST:

Re: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc. (collectively "Delta 9")

We are counsel to Delta 9 in the above-noted matter.

Please find enclosed, for service upon you, file sharing links to access unfiled copies of the following application materials we intend to rely on at our application scheduled on July 15, 2024 at 3:00 p.m. for an Initial Order pursuant to the *Companies' Creditors Arrangement Act*, 1985, c C-36 (the "**Application**"):

1. Originating Application;
2. First Affidavit of John Arbuthnot IV, sworn July 12, 2024;
3. Consent to Act of Proposed Monitor, Alvarez & Marsal Canada Inc.; and
4. Brief of Delta 9.

We will provide proof of filing upon our receipt of the same.

Details to attend the Application via WebEx are enclosed at Appendix "A" to the Originating Application.

Yours truly,

MLT AIKINS LLP



Kaitlin Ward

Encls.

cc Ryan Zahara and Chris Nyberg, MLT Aikins LLP (via email)

THIS IS EXHIBIT "C" TO THE
AFFIDAVIT OF REGIE AGCAOILI
SWORN BEFORE ME AT CALGARY, ALBERTA
this 15th day of July, 2024



A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

DANIELLE CHRISTIANSEN

A COMMISSIONER FOR OATHS

IN AND FOR THE

PROVINCE OF ALBERTA

EXPIRES: MAY 29, 2025

Regie Agcaoili

From: no-reply@faxcloud.biz
Sent: Friday, July 12, 2024 5:49 PM
To: Regie Agcaoili
Subject: Message Delivery: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc. (collectively, "Delta 9")
Attachments: 3847984798300.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL MESSAGE]

Message Attached:

Message #: 268654
Sender Name: Regie Agcaoili
Sender Company: MLT Aikins Calgary
Sender Phone: +1 (403) 6935402
Remote CSID:
Total Pages: 115
Start time: 7/12/2024 5:02:30 PM
End time:
Duration: 0 sec
Delivery Count: 2
Recipient List: 18336972389

[click here to view message online](#)

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MLT AIKINS

WESTERN CANADA'S LAW FIRM

2100 Livingston Place, 222 3rd Avenue SW
Calgary, AB T2P 0B4
Tel: (403) 693-4300
Fax: (403) 508-4349

Confidential Fax Cover Sheet

SENT TO

Recipient Name: **18336972389**
Company:
Fax # Dialed: 18336972389

Date: **2024-07-12**
Time: **05:02:30 P**

SENT FROM

Senders Name: **Regie Agcaoili**
Company:
Fax #:
Phone #: **4035084349**
Email: **ragcaoili@mltaikins.com**
Pages: **115**

MESSAGE SUBJECT: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc. (collectively, "Delta 9")

COMMENT / NOTES / BODY

Good afternoon,

Please find enclosed, for service upon you, correspondence and its enclosures from Ms. Kaitlin Ward on behalf of Delta 9 Cannabis Inc. et al.

Yours truly,

Regie A.

This facsimile message is solicitor client privileged and may contain confidential information intended only for the use of the individual or entity named. If you are not the intended recipient, the employee, or the agent responsible for delivery to the intended recipient, any dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original transmission to us by mail. **Thank you**

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2100 - 222 3rd Avenue SW
Calgary, AB T2P 0B4
T: (403) 693-4300
F: (403) 508-4349

Kaitlin Ward
Lawyer

Direct Line: (403) 693-4311
E-mail: kward@mltaikins.com

Regie Agcaoili
Legal Assistant

Direct Line: (403) 693-5402
E-mail: ragcaoili@mltaikins.com

July 12, 2024

VIA COURIER and FAX

TO SERVICE LIST:

**Re: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc.,
Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc. (collectively
"Delta 9")**

We are counsel to Delta 9 in the above-noted matter.

Please find enclosed, for service upon you, unfiled copies of the following application materials we intend to rely on at our application scheduled on July 15, 2024 at 3:00 p.m. for an Initial Order pursuant to the *Companies' Creditors Arrangement Act*, 1985, c C-36 (the "**Application**"):

1. Originating Application;
2. First Affidavit of John Arbuthnot IV, sworn July 12, 2024 ("**Arbuthnot Affidavit**");
3. Consent to Act of Proposed Monitor, Alvarez & Marsal Canada Inc.; and
4. Brief of Delta 9.

If you would like to receive the Exhibits to the Arbuthnot Affidavit, please contact us to provide an email address.

We will provide proof of filing upon our receipt of the same.

Details to attend the Application via WebEx are enclosed at Appendix "A" to the Originating Application.

Yours truly,

MLT AIKINS LLP



Kaitlin Ward

Encls.

cc Ryan Zahara and Chris Nyberg, MLT Aikins LLP (via email)

Regie Agcaoili

From: no-reply@faxcloud.biz
Sent: Friday, July 12, 2024 5:48 PM
To: Regie Agcaoili
Subject: Message Delivery: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc. (collectively, "Delta 9")
Attachments: 3847984798299.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL MESSAGE]

Message Attached:

Message #: 268655
Sender Name: Regie Agcaoili
Sender Company: MLT Aikins Calgary
Sender Phone: +1 (403) 6935402
Remote CSID:
Total Pages: 115
Start time: 7/12/2024 5:02:33 PM
End time:
Duration: 0 sec
Delivery Count: 2
Recipient List: 12049450330

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MLT AIKINS

WESTERN CANADA'S LAW FIRM

2100 Livingston Place, 222 3rd Avenue SW
Calgary, AB T2P 0B4
Tel: (403) 693-4300
Fax: (403) 508-4349

Confidential Fax Cover Sheet

SENT TO

Recipient Name: **12049450330**
Company:
Fax # Dialed: 12049450330

Date: **2024-07-12**
Time: **05:02:33 P**

SENT FROM

Senders Name: **Regie Agcaoili**
Company:
Fax #:
Phone #: **4035084349**
Email: ragcaoili@mltaikins.com
Pages: **115**

MESSAGE SUBJECT: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc. (collectively, "Delta 9")

COMMENT / NOTES / BODY

Good afternoon,

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Yours truly,

Regie A.

This facsimile message is solicitor client privileged and may contain confidential information intended only for the use of the individual or entity named. If you are not the intended recipient, the employee, or the agent responsible for delivery to the intended recipient, any dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original transmission to us by mail. **Thank you**

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2100 - 222 3rd Avenue SW
Calgary, AB T2P 0B4
T: (403) 693-4300
F: (403) 508-4349

Kaitlin Ward
Lawyer

Direct Line: (403) 693-4311
E-mail: kward@mltaikins.com

Regie Agcaoili
Legal Assistant

Direct Line: (403) 693-5402
E-mail: ragcaoili@mltaikins.com

July 12, 2024

VIA COURIER and FAX

TO SERVICE LIST:

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Yours truly,

MLT AIKINS LLP



Kaitlin Ward

Encls.

cc Ryan Zahara and Chris Nyberg, MLT Aikins LLP (via email)

THIS IS EXHIBIT "D" TO THE
AFFIDAVIT OF REGIE AGCAOILI
SWORN BEFORE ME AT CALGARY, ALBERTA
this 15th day of July, 2024



A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

DANIELLE CHRISTIANSEN
A COMMISSIONER FOR OATHS
IN AND FOR THE
PROVINCE OF ALBERTA
EXPIRES: MAY 29, 2025



WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2100 - 222 3rd Avenue SW
Calgary, AB T2P 0B4
T: (403) 693-4300
F: (403) 508-4349

Kaitlin Ward
Lawyer

Direct Line: (403) 693-4311
E-mail: kward@mltaikins.com

Regie Agcaoili
Legal Assistant

Direct Line: (403) 693-5402
E-mail: ragcaoili@mltaikins.com

July 12, 2024

VIA COURIER and FAX

TO SERVICE LIST:

Re: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc.,
Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc. (collectively
"Delta 9")

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4. Brief of Delta 9.

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Yours truly,

MLT AIKINS LLP

Kaitlin Ward

Encls.

cc Ryan Zahara and Chris Nyberg, MLT Aikins LLP (via email)

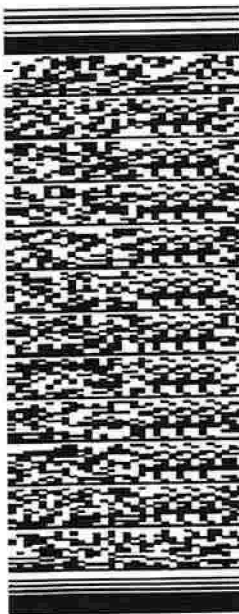
Purolator Express Envelope

FROM/DE
MLT Aikins LLP
222 3 AVE SW
SUITE 2100
CALGARY, AB
T2P 0B4
403-693-4300
REF: 10890

TO/À

Canadian Western Bank
230 PORTAGE AVE
WINNIPEG, MB
R3C 0B1

NOTE: 136555.34 KHW ras

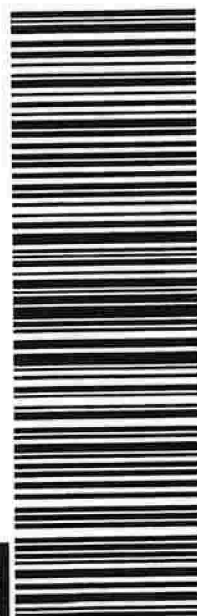


DATE:
12 JUL 2024
PIECES:
1 of/de 1

WEIGHT/POIDS
1 LB

YWG 90

EXP



PUROLATOR PIN: 334815677268

ESO - PDF

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CONDITIONS OF CARRIAGE

IMPORTANT - PLEASE READ: The consignor agrees that the act of tendering the shipment to the carrier for transportation shall be sufficient to constitute signature of this bill of lading by the consignor and shall bind the consignor to the conditions of carriage stated below.

RECEIPT: Carrier acknowledges receiving from the shipper, at the point of origin and on the date specified, the shipment described in this bill of lading in apparent good order, except as noted (contents and conditions of contents of shipment unknown), and agrees to carry and deliver the shipment to the receiver at the destination set out in this bill of lading, subject to payment of all lawful charges. "Carrier" refers to Purolator Inc. and any connecting and/or successive carriers involved in the transportation of the shipment herein described, including any of their respective subsidiaries, controlled entities, and their respective employees, agents and independent contractors.

LIMITATION ON LIABILITY: Carrier's liability in respect of the shipment described in this bill of lading (including for any loss, damage, delay, misdelivery, non-delivery or failure to deliver) is limited to \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared in writing to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been paid in full. All claims are subject to proof of amount of loss.

NOTICE OF CLAIM: Carrier is not liable for any loss, damage or delay to any goods carried under this bill of lading unless notice of the claim setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been paid in full. All claims are subject to proof of amount of loss.

TERMS INCORPORATED BY REFERENCE: Every service to be performed under this bill of lading is subject to the conditions of carriage contained in this bill of lading, including the terms and conditions contained in Purolator Inc.'s published terms and conditions of carriage and the terms and conditions prescribed by the law of the jurisdiction where the goods originate (including the uniform conditions of carriage thereunder, if any). If the carriage involves an ultimate destination or a stop in a country other than the country of departure, the Convention (as defined below) may apply and limit the liability of the carrier in respect of loss of, damage to or delay of cargo. "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, Poland, 12 October, 1929, or the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, Canada, 28 May, 1999, or those Conventions as amended or supplemented as may be applicable to the carriage hereunder.

MISCELLANEOUS: Unless otherwise indicated, the consignor's name and address is the sender's name and address indicated on this bill of lading, and the latter is the place of execution and the place of departure; the consignee's name and address is the receiver's name and address indicated on this bill of lading, and the latter is the place of destination, and the date indicated on this bill of lading is the date of execution. There are no specific stopping places which are agreed to, and the carrier reserves the right to select the route and the mode of transportation that the carrier deems appropriate. The consignor warrants that the shipment is properly marked, addressed and packed to ensure safe accompanying documentation, and that the shipment is properly marked, addressed and packed to ensure safe transportation in accordance with the carrier's ordinary care in handling. Unless otherwise indicated on this bill of lading, the consignor waives its right to determine the volume or dimensions of the shipment, and to indicate same on this bill of lading. The consignor appoints the carrier as its agent for the performance of customs clearance and selecting a customs broker.

ENTIRE AGREEMENT: The terms and conditions contained in this bill of lading, including those incorporated herein by reference, constitute the entire agreement relating to the carriage of the shipment described in this bill of lading, and no agent, servant or representative of the carrier or consignor has the authority to alter, waive or otherwise modify any provision of this agreement. In tendering the shipment described herein for carriage, the consignor agrees to these terms and conditions on his own behalf and on behalf of the consignee and any other party claiming an interest in this shipment.

Fold the Bill of Lading on the dotted line and insert into the adhesive pouch. Attach a Bill of Lading to each package.

Veuillez plier ce connaissement sur la ligne pointillée et l'insérer dans la pochette adhésive. Veuillez joindre un connaissement à chaque colis.

Veuillez plier ce connaissance sur la ligne pointillée et l'insérer dans la pochette adhésive. Veuillez joindre un connaissance à chaque colis.

Purolator Express Envelope

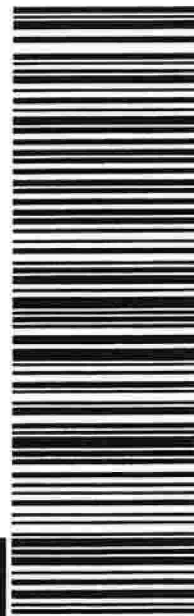
TO/A

Canada Revenue Agency
Insolvency Group
9700 JASPER AVE NW
EDMONTON, AB
T5J 4C8



289

EXP



PUROLATOR PIN: 334815683571

Purolator's published terms and conditions of service apply - see www.purolator.com.
Les Modalités et conditions de service publiées de Purolator s'appliquent - voir www.purolator.com.

No Declared Value Entered By Sender / Aucune valeur déclarée entrée par

CONDITIONS OF CARRIAGE

IMPORTANT - PLEASE READ: The consignor agrees that the act of tendering the shipment to the carrier for transportation shall be sufficient to constitute signature of this bill of lading by the consignor and shall bind the consignor to the conditions of carriage stated below.

RECEIPT Carrier acknowledges receiving from the shipper, at the point of origin and on the date specified, the shipment described in this bill of lading in apparent good order, except as noted (contents and conditions of contents of the shipment unknown), and agrees to carry and deliver the shipment to the receiver at the destination set out in this bill of lading, subject to payment of all lawful charges. "Carrier" refers to Purcador Inc. and any connecting and/or successive carriers involved in the transportation of the shipment herein described, including any of their respective subsidiaries, controlled entities, and their respective employees, agents and independent contractors.

LIMITATION ON LIABILITY Carrier's liability in respect of the shipment described in this bill of lading (including for any loss, damage, delay, misdelivery, non-delivery or failure to deliver) is limited to \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared in the specially marked Pundrolator Online Shipping user entry field, "Declared Value for Insurance (\$)". Notwithstanding any disclosure of the nature or value of the goods carried or any special agreement to the contrary, carrier is not liable under any circumstances for the consequences of delay, or for any indirect or consequential damages (including lost profits) however caused.

NOTICE OF CLAIM. Carrier is not liable for any loss, damage or delay to any goods carried under this bill of lading unless notice of the claim setting out particulars of the loss, damage or delay is given to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final settlement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been paid in full. All claims are subject to proof of amount of loss.

TERMS INCORPORATED BY REFERENCE Every service to be performed under this bill of lading is subject to the conditions of carriage contained in this bill of lading, including the terms and conditions contained in Publication Inc.'s published terms and conditions of carriage and in the applicable law of the jurisdiction where the goods are loaded, stowed, loaded, unloaded, discharged, delivered, or otherwise handled, and in the applicable published terms and conditions of carriage thereon, if any. If the goods involve an intermediate destination or a stop in a country other than the country of departure, the Convention (as defined) shall apply to the limitation of liability of the carrier in respect of loss of or delay of cargo. "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, Poland 12 October 1929, or the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, Canada, 28 May, 1999, or those Conventions as amended or supplemented as may be applicable to the carriage concerned.

MISCELLANEOUS Unless otherwise indicated, the consignor's name and address is the sender's name and address indicated on this bill of lading, and the latter is the place of execution and the place of departure; the consignee's name and address is the receiver's name and address indicated on this bill of lading, and the latter is the place of destination; and the date indicated on this bill of lading is the date of execution. There are no specific stopping places which are agreed to, and the carrier reserves the right to select the route and the mode of transportation that the carrier deems appropriate. The consignor warrants that the shipment is properly described on this bill of lading and on any accompanying documentation, and that the shipment is properly marked, addressed and packed to ensure safe transportation in accordance with the carrier's ordinary care in handling. Unless otherwise indicated on this bill of lading, the consignor waives its right to determine the volume or dimensions of the shipment, and to indicate same on this bill of lading. The consignor appoints the carrier as its agent for the performance of customs clearance and selecting a customs broker.

ENTIRE AGREEMENT The terms and conditions contained in this bill of lading, including those incorporated herein by reference, constitute the entire agreement relating to the carriage of the shipment described in this bill of lading, and no agent, servant or representative of the carrier or consignor has the authority to alter, waive or otherwise modify any provision of this agreement. In tendering the shipment described herein for carriage, the consignor agrees to these terms and conditions on his own behalf and on behalf of the consignee and any other party claiming an interest in this shipment.

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Veuillez plier ce connaissance sur la ligne pointillée et l'insérer dans la pochette adhésive. Veuillez joindre un connaissance à chaque colis.

Purolator Express Envelope

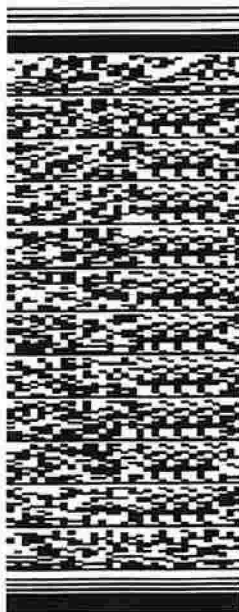
FROM/DE

MLT Atkins LLP
222 3 AVE SW
SUITE 2100
CALGARY, AB
T2P 0B4
403-693-4300
REF: 10990

TO/À

H.M. the King (Canada)
Department of Justice
Regional Office
310 BROADWAY
WINNIPEG, MB
R3C 0S6

NOTE: 136555.34 KHW raa



DATE:

12 JUL 2024

PIECES:

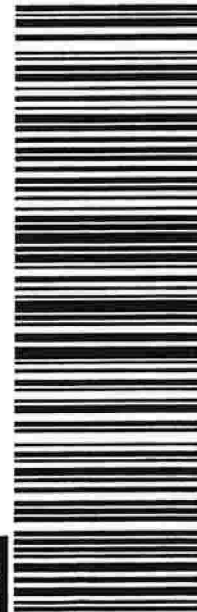
1 of/de 1

WEIGHT/POIDS

1 LB

YWG 90

EXP



PUROLATOR PIN: 334815686509

ESQ - PDF

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Les Modalités et conditions de service publiées de Purolator s'appliquent - voir www.purolator.com.

No Declared Value Entered By Sender / Aucune valeur déclarée entrée par

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LIMITATION ON LIABILITY Carrier's liability in respect of the shipment described in this bill of lading (including for any loss, damage, delay, misdelivery, non-delivery or failure to deliver) is limited to \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared in the specially marked Purolator Online Shipping user entry field, "Declared Value for Insurance (\$)". Notwithstanding any disclosure of the nature or value of the goods carried or any special agreement to the contrary, carrier is not liable under any circumstances for the consequences of delay, or for any indirect or consequential damages (including lost profits) howsoever caused.

NOTICE OF CLAIM Carrier is not liable for any loss, damage or delay to any goods carried under this bill of lading unless notice of the claim setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been paid in full. All claims are subject to proof of amount or loss.

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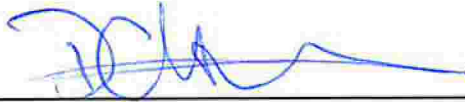
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Veuillez plier ce connaissement sur la ligne pointillée et l'insérer dans la pochette adhésive. Veuillez joindre un connaissement à chaque colis.

THIS IS EXHIBIT "E" TO THE
AFFIDAVIT OF REGIE AGCAOILI
SWORN BEFORE ME AT CALGARY, ALBERTA
this 15th day of July, 2024



A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

DANIELLE CHRISTIANSEN
A COMMISSIONER FOR OATHS
IN AND FOR THE
PROVINCE OF ALBERTA
EXPIRES: MAY 29, 2025

Kaitlin Ward
Lawyer

Direct Line: (403) 693-4311
E-mail: kward@mltaikins.com

Regie Agcaoili
Legal Assistant

Direct Line: (403) 693-5402
E-mail: ragcaoili@mltaikins.com

July 15, 2024

VIA HAND DELIVERY

City Clerk – The City of Winnipeg
510 Main Street
Winnipeg, MB R3B 1B9

**Re: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc.,
Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc. (collectively
“Delta 9”)**

We are counsel to Delta 9 in the above-noted matter.

Please find enclosed, for service upon you, unfiled copies of the following application materials we intend to rely on at our application scheduled on July 15, 2024 at 3:00 p.m. MT for an Initial Order pursuant to the *Companies' Creditors Arrangement Act*, 1985, c C-36 (the “**Application**”):

1. Originating Application; and
2. First Affidavit of John Arbuthnot IV, sworn July 12, 2024 (“**Arbuthnot Affidavit**”); and
3. Pre-Filing Report of the Proposed Monitor, Alvarez & Marsal Canada Inc.

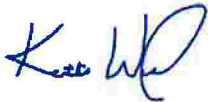
Details to attend the Application via WebEx are enclosed at Appendix “A” to the Originating Application.

If you would like to receive the Exhibits to the Arbuthnot Affidavit, please contact us to provide an email address.

We will provide proof of filing upon our receipt of the same.

Yours truly,

MLT AIKINS LLP



Kaitlin Ward

Encls.

Brenden Harris

Assistant Committee Clerk



City Clerk's

T. 204-986-0552

E. BrendenHarris@winnipeg.ca

**First Floor, Susan A. Thompson Building
510 Main St., Winnipeg, MB R3B 1B9**

winnipeg.ca



THIS IS EXHIBIT "F" TO THE
AFFIDAVIT OF REGIE AGCAOILI
SWORN BEFORE ME AT CALGARY, ALBERTA
this 15th day of July, 2024



A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

DANIELLE CHRISTIANSEN
A COMMISSIONER FOR OATHS
IN AND FOR THE
PROVINCE OF ALBERTA
EXPIRES: MAY 29, 2025



NOTICE TO MEDIA OF APPLICATION TO RESTRICT ACCESS

Complete this form to provide notice of your application to the media. Notice to media is required for all applications for a discretionary publication ban or access restriction. The subject of your application is protected by a publication ban, pending the Court's hearing of the application.

- For civil and family matters, notice must be submitted 5 days before the hearing.
- For criminal matters, notice must be submitted 7 days before the hearing.

You will receive a copy of the notice within 24 hrs of submission as distribution is not automatic.

Only press the SUBMIT button once.

As proof that you have given the required notice, you are required to present a print copy of the e-mail to the Clerk.

Note: If you are not redirected to a success page or get a 500 error, please check the text in the form fields for unexpected characters / text that may come from copy and pasting and try again. If you continue to have problems please let us know by submitting Website feedback.

DETAILS OF HEARING

Court File Number

n/a

Plaintiff Name(s)

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DEL

Name (s) of Accused(s), Defendant(s), Respondent(s)

DELTA 9 CANNABIS INC., DELTA 9 LOGISTICS INC., DELTA 9 BIO-TECH INC.,



COL
BEN

**Court Location**

Calgary

**Court Date and Time**

07/15/2024 03:00 PM

DETAILS OF APPLICATION**Applicant Type**

Other

**Applicant's Name**

DELTA 9 CANNABIS INC., DELTA 9 LOGISTICS INC., DELTA 9 BIO-TECH INC.,

Applicant's Lawyer

Ryan Zahara; Kaitlin Ward

Email Address

rzahara@mltaikins.com; kward@mltaikins.com

Details of restriction applied for

I am applying for a publication ban on all of the evidence under a judge's common law powers.

Specify whether you seek a remedy under a statute, or are relying on the court's common law powers.

Examples:

- I am applying for a publication ban on my name under Section 486.5 of the Criminal Code.
- I am applying to close the courtroom for a private hearing under Section ___ of the Criminal Code.
- I am applying for a publication ban on all of the evidence under a judge's common law powers.

COL
BEN



SUBMIT FORM

SUBMIT





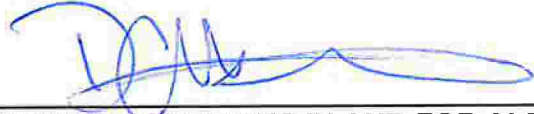
SUCCESS

YOUR SUBMISSION OF NOTICE TO MEDIA OF APPLICATION TO RESTRICT ACCESS HAS BEEN SUCCESSFULLY SUBMITTED

- You will receive a copy of the notice within 24 hrs of submission as distribution is not automatic.
- As proof that you have given the required notice, you are required to present a print copy of the e-mail to the Clerk.



THIS IS EXHIBIT "G" TO THE
AFFIDAVIT OF REGIE AGCAOILI
SWORN BEFORE ME AT CALGARY, ALBERTA
this 15th day of July, 2024



A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

DANIELLE CHRISTIANSEN
A COMMISSIONER FOR OATHS
IN AND FOR THE
PROVINCE OF ALBERTA
EXPIRES: MAY 29, 2025

Regie Agcaoili

From: Regie Agcaoili <ragcaoili@mltaikins.com>
Sent: Monday, July 15, 2024 1:21 PM
To: john.arbutnot@delta9.ca; jim.lawson@delta9.ca;
howard.gorman@nortonrosefulbright.com; okonowalchuk@alvarezandmarsal.com;
dmacrae@alvarezandmarsal.com; david.williams@alvarezandmarsal.com;
dlegeyt@bdplaw.com; ralgar@bdplaw.com; jdeyholos@bdplaw.com;
lellis@millerthomson.com; mcressatti@millerthomson.com;
mfaheim@millerthomson.com; jwreid@millerthomson.com; lwilliams@mccarthy.ca;
abowron@mccarthy.ca; jkrclark@mccarthy.ca; scollins@mccarthy.ca;
chris.besko@gov.mb.ca; securities@gov.mb.ca; licensing-cannabis-licences@hcsc.gc.ca
Cc: Ryan Zahara; Kaitlin Ward; Chris Nyberg
Subject: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc.

Good afternoon,

Please find enclosed, for service upon you, correspondence and its enclosures from Ms. Kaitlin Ward on behalf of Delta 9 Cannabis Inc. et al.

Kind regards,

Regie A.

Secure Message Info

Message ID 61kOMO2MxYkCQfONpLPz4M

Message Wednesday, 14 August

Expires

Message <https://FILE.MLTAIKINS.COM/message/61kOMO2MxYkCQfONpLPz4M>
URL

Permission If you forward this email with the secure random download link, whomever you forward this to can download the files attached to this message.

Files attached to this message

Filename	Size
Letter to Service List re filed Application Materials (VIA EMAIL).pdf	198 KB
Filed Originating Application re CCAA Initial Order - July 15, 2024.pdf	390 KB

Filed Affidavit of John Arbuthnot - July 15, 2024.pdf	63.2 MB
Filed Bench Brief of the Application - July 15, 2024.pdf	570 KB
Filed Consent to Act as Monitor - July 15, 2024.pdf	168 KB

[Download Files](#)

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Regie Agcaoili

Legal Assistant

(403) 693-5402 | ragcaoili@mltaikins.com | Calgary

Assistant to: R. Zahara, K. Ward, and E. Ashworth

July 15, 2024

VIA EMAIL

TO SERVICE LIST:

**Re: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc.,
Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc.
(collectively "Delta 9"); Court File Action No. 2401-09688**

We are counsel to Delta 9 in the above-noted matter.

Further to our letter dated July 12, 2024, please find enclosed, for service upon you, file sharing links to access filed copies of the following application materials we intend to rely on at our application scheduled on July 15, 2024 at 3:00 p.m. for an Initial Order pursuant to the *Companies' Creditors Arrangement Act*, 1985, c C-36 (collectively, the "**Filed Application Materials**"):

1. Originating Application, filed on July 15, 2024;
2. First Affidavit of John Arbuthnot IV, sworn July 12, 2024 and filed on July 15, 2024;
3. Consent to Act of Proposed Monitor, Alvarez & Marsal Canada Inc. filed on July 15, 2024;
and
4. Brief of Delta 9, filed on July 15, 2024.

Please do not hesitate to contact our office if you have any issues accessing the Filed Application Materials.

Yours truly,

MLT AIKINS LLP

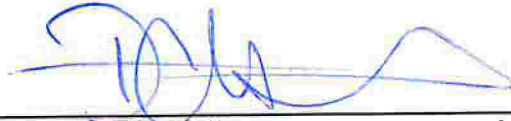


Kaitlin Ward

Encls.

cc Ryan Zahara and Chris Nyberg, MLT Aikins LLP (via email)

THIS IS EXHIBIT "H" TO THE
AFFIDAVIT OF REGIE AGCAOILI
SWORN BEFORE ME AT CALGARY, ALBERTA
this 15th day of July, 2024



A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

DANIELLE CHRISTIANSEN
A COMMISSIONER FOR OATHS
IN AND FOR THE
PROVINCE OF ALBERTA
EXPIRES: MAY 29, 2025

Regie Agcaoili

From: Regie Agcaoili
Sent: Monday, July 15, 2024 1:27 PM
To: 18336972389@faxcloud.biz
Cc: Ryan Zahara; Kaitlin Ward; Chris Nyberg
Subject: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc.
Attachments: Letter to Service List re filed Application Materials (VIA COURIER and FAX).pdf; Filed Originating Application re CCAA Initial Order.pdf; Filed Affidavit of John Arbuthnot IV.pdf; Filed Bench Brief of the Application.pdf; Filed Consent to Act as Monitor.pdf

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Kind regards,

Regie A.

Regie Agcaoili
Legal Assistant
(403) 693-5402 | ragcaoili@mltaikins.com | Calgary
Assistant to: R. Zahara, K. Ward, and E. Ashworth

July 15, 2024

VIA COURIER and FAX

TO SERVICE LIST:

**Re: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc.,
Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc.
(collectively "Delta 9"); Court File Action No. 2401-09688**

We are counsel to Delta 9 in the above-noted matter.

Further to our letter dated July 12, 2024, please find enclosed for service upon you, proof of filing of the following application materials we intend to rely on at our application scheduled on July 15, 2024 at 3:00 p.m. for an Initial Order pursuant to the *Companies' Creditors Arrangement Act*, 1985, c C-36:

1. Originating Application, filed on July 15, 2024;
2. First Affidavit of John Arbuthnot IV, sworn July 12, 2024, filed on July 15, 2024 ("**Arbuthnot Affidavit**");
3. Consent to Act of Proposed Monitor, Alvarez & Marsal Canada Inc., filed on July 15, 2024;
and
4. Brief of Delta 9, filed on July 15, 2024.

If you would like to receive the Exhibits to the Arbuthnot Affidavit, please contact us to provide an email address.

Yours truly,

MLT AIKINS LLP



Kaitlin Ward

Encls.

cc Ryan Zahara and Chris Nyberg, MLT Aikins LLP (via email)

Regie Agcaoili

From: Regie Agcaoili
Sent: Monday, July 15, 2024 1:29 PM
To: 12049450330@faxcloud.biz
Cc: Ryan Zahara; Kaitlin Ward; Chris Nyberg
Subject: In the Matter of Delta 9 Cannabis Inc., Delta 9 Logistics Inc., Delta 9 Bio-Tech Inc., Delta 9 Lifestyle Cannabis Clinic Inc. and Delta 9 Cannabis Store Inc.
Attachments: Letter to Service List re filed Application Materials (VIA COURIER and FAX).pdf; Filed Originating Application re CCAA Initial Order.pdf; Filed Affidavit of John Arbuthnot IV.pdf; Filed Bench Brief of the Application.pdf; Filed Consent to Act as Monitor.pdf

Good afternoon,

Please find enclosed, for service upon you, correspondence and its enclosures from Ms. Kaitlin Ward on behalf of Delta 9 Cannabis Inc. et al.

Kind regards,

Regie A.

Regie Agcaoili
Legal Assistant
(403) 693-5402 | ragcaoili@mltaikins.com | Calgary
Assistant to: R. Zahara, K. Ward, and E. Ashworth

July 15, 2024

VIA COURIER and FAX

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Yours truly,

MLT AIKINS LLP



Kaitlin Ward

Encls.

cc Ryan Zahara and Chris Nyberg, MLT Aikins LLP (via email)

THIS IS EXHIBIT "I" TO THE
AFFIDAVIT OF REGIE AGCAOILI
SWORN BEFORE ME AT CALGARY, ALBERTA
this 15th day of July, 2024



A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

DANIELLE CHRISTIANSEN
A COMMISSIONER FOR OATHS
IN AND FOR THE
PROVINCE OF ALBERTA
EXPIRES: MAY 29, 2025 



WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2100 - 222 3rd Avenue SW
Calgary, AB T2P 0B4
T: (403) 693-4300
F: (403) 508-4349

Kaitlin Ward
Lawyer

Direct Line: (403) 693-4311
E-mail: kwad@mltaikins.com

Regie Agcaoili
Legal Assistant

Direct Line: (403) 693-5402
E-mail: ragcaoili@mltaikins.com

July 15, 2024

VIA COURIER and FAX

TO SERVICE LIST:

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Yours truly,

MLT AIKINS LLP

Kaitlin Ward

Encls.

cc Ryan Zahara and Chris Nyberg, MLT Aikins LLP (via email)

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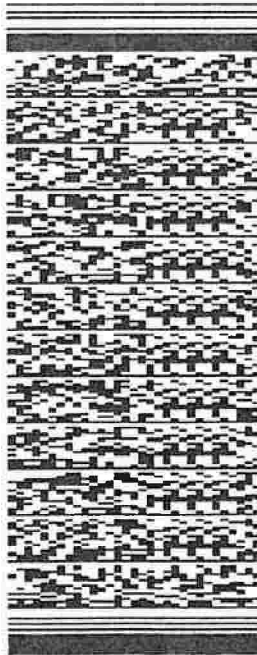
FROM/DE

MLT Atkins LLP
222 3 AVE SW
SUITE 2100
CALGARY, AB
T2P 0B4
403-693-4300
REF: 1099

TO/À

Canadian Western Bank
230 PORTAGE AVE
WINNIPEG, MB
R3C 0B1

NOTE: 136555,34KH-W/raa



DATE:
15 JUL 2024

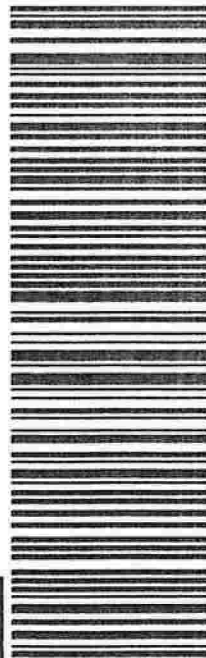
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EXP 9:00



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CONDITIONS OF CARRIAGE

IMPORTANT - PLEASE READ: The consignor agrees that the act of tendering the shipment to the carrier for transportation shall be sufficient to constitute signature of this bill of lading by the consignor and shall bind the consignor to the conditions of carriage stated below.

RECEIPT: Carrier acknowledges receiving from the shipper, at the point of origin and on the date specified, the shipment described in this bill of lading in apparent good order, except as noted (contents and conditions of contents of shipment unknown), and agrees to carry and deliver the shipment to the receiver at the destination set out in this bill of lading, subject to payment of all lawful charges. "Carrier" refers to Purolator Inc. and any connecting and/or successive carriers involved in the transportation of the shipment herein described, including any of their respective subsidiaries, controlled entities, and their respective employees, agents and independent contractors.

LIMITATION ON LIABILITY: Carrier's liability in respect of the shipment described in this bill of lading (including for any loss, damage, delay, misdelivery, non-delivery or failure to deliver) is limited to \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared in the specially marked Purolator Online Shipping user entry field, "Declared Value for Insurance (\$)". Notwithstanding any disclosure of the nature or value of the goods carried or any special agreement to the contrary, carrier is not liable under any circumstances for the consequences of delay, or for any indirect or consequential damages (including lost profits) howsoever caused.

NOTICE OF CLAIM: Carrier is not liable for any loss, damage or delay to any goods carried under this bill of lading unless notice of the claim setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been paid in full. All claims are subject to proof of amount of loss.

TERMS INCORPORATED BY REFERENCE: Every service to be performed under this bill of lading is subject to the conditions of carriage contained in this bill of lading, including the terms and conditions contained in Purolator Inc.'s published terms and conditions of carriage and the terms and conditions prescribed by the law of the jurisdiction where the goods originate (including the uniform conditions of carriage thereunder, if any). If the carriage involves an ultimate destination or a stop in a country other than the country of departure, the Convention (as defined below) may apply and limit the liability of the carrier in respect of loss of, damage to or delay of cargo. "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, Poland, 12 October, 1929, or the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, Canada, 28 May, 1999, or those Conventions as amended or supplemented as may be applicable to the carriage hereunder.

MISCELLANEOUS: Unless otherwise indicated, the consignor's name and address is the sender's name and address indicated on this bill of lading, and the latter is the place of execution and the place of departure; the consignee's name and address is the receiver's name and address indicated on this bill of lading, and the latter is the place of destination, and the date indicated on this bill of lading is the date of execution. There are no specific stopping places which are agreed to, and the carrier reserves the right to select the route and the mode of transportation that the carrier deems appropriate. The consignor warrants that the shipment is properly described on this bill of lading and on any accompanying documentation, and that the shipment is properly marked, addressed and packed to ensure safe transportation in accordance with the carrier's ordinary care in handling. Unless otherwise indicated on this bill of lading, the consignor waives its right to determine the volume or dimensions of the shipment, and to indicate same on this bill of lading. The consignor appoints the carrier as its agent for the performance of customs clearance and selecting a customs broker.

ENTIRE AGREEMENT: The terms and conditions contained in this bill of lading, including those incorporated herein by reference, constitute the entire agreement relating to the carriage of the shipment described in this bill of lading, and no agent, servant or representative of the carrier or consignor has the authority to alter, waive or otherwise modify any provision of this agreement. In tendering the shipment described herein for carriage, the consignor agrees to these terms and conditions on his own behalf and on behalf of the consignee and any other party claiming an interest in this shipment.

Fold the Bill of Lading on the dotted line and insert into the adhesive pouch. Attach a Bill of Lading to each package.

Veuillez plier ce connaissance sur la ligne pointillée et l'insérer dans la pochette adhésive. Veuillez joindre un connaissance à chaque colis.

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MLT Aikins LLP
2222 3 AVE SW
SUITE 2100
CALGARY, AB
T2P 0B4
403-693-4300
REF: 1099

Linde Canada Inc
1 CITY CENTRE DR
MISSISSAUGA
L5B 1M2

**MISSISSAUGA, ON
L5B 1M2**

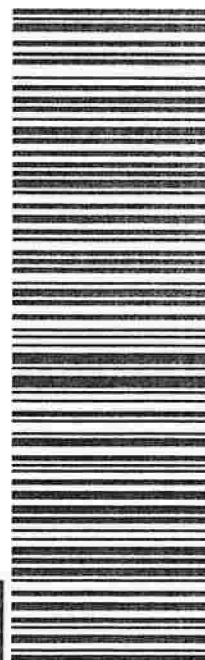
DATE: 15 JUL 2024
PIECES: 1 of/de 1

WEIGHT/POIDS

37

YZ 51

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308-053

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CONDITIONS OF CARRIAGE

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RECEIPT Carrier acknowledges receiving from the shipper, at the point of origin and on the date specified, the shipment described in this bill of lading in apparent good order, except as noted (contents and conditions of contents of this shipment unknown), and agrees to carry and deliver the shipment to the receiver at the destination set out in this bill of lading, subject to payment of all lawful charges. "Carrier" refers to Purlator Inc. and any connecting and/or successive carriers involved in the transportation of the shipment herein described, including any of their respective subsidiaries, controlled entities, and their respective employees, agents and independent contractors.

LIMITATION ON LIABILITY Carrier's liability in respect of the shipment described in this bill of lading (including for any loss, damage, delay, misdelivery, non-delivery or failure to deliver) is limited to \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared in the specially marked Purolator Online Shipping user entry field, "Declared Value for Insurance (\$)". Notwithstanding any disclosure of the nature or value of the goods carried or any special agreement to the contrary, carrier is not liable under any circumstances for the consequences of delay, or for any indirect or consequential damages (including lost profits) however caused.

NOTICE OF CLAIM: Carrier, is not liable for any loss, damage or delay to any goods carried under this bill of lading unless notice of the claim is given to the carrier within six months of the date of shipment of the goods and the destination and date of shipment of the goods are stated in writing to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been paid in full. All claims are subject to proof of amount of loss.

TERMS INCORPORATED BY REFERENCE Every service to be performed under this bill of lading is subject to the conditions of carriage contained in this bill of lading, including the terms and conditions contained in Purulotran Inc.'s published terms and conditions of carriage and the terms and conditions prescribed by the law of the jurisdiction where the goods originate (including the uniform conditions of carriage thereunder, if any). If the carriage involves an ultimate destination or a stop in a country other than the country of departure, the Convention (as defined below) may apply and limit the liability of the carrier in respect of loss of, damage to or delay of cargo. "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, Poland, 12 October, 1929, or the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, Canada, 28 May, 1999, or those Conventions as amended or supplemented as may be applicable to the carriage hereunder.

MISCELLANEOUS Unless otherwise indicated, the consignor's name and address is the sender's name and address indicated on this bill of lading, and the latter is the place of execution and the place of departure, the consignee's name and address is the receiver's name and address indicated on this bill of lading, and the latter is the place of destination; and the date indicated on this bill of lading is the date of execution. There are no specific stopping places which are agreed to, and the carrier reserves the right to select the route and the mode of transportation that the carrier deems appropriate. The consignor warrants that the shipment is properly described on this bill of lading and on any accompanying documentation, and that the shipment is properly marked, addressed and packed to ensure safe transportation in accordance with the carrier's ordinary care in handling. Unless otherwise indicated on this bill of lading, the consignor waives its right to determine the volume or dimensions of the shipment, and to indicate same on this bill of lading. The consignor appoints the carrier as its agent for the performance of customs clearance and for placing a customs broker.

ENTIRE AGREEMENT The terms and conditions contained in this bill of lading, including those incorporated herein by reference, constitute the entire agreement relating to the carriage of the shipment described in this bill of lading, and no agent, servant or representative of the carrier or consignor has the authority to alter, waive or otherwise modify any provision of this agreement. In tendering the shipment described herein for carriage, the consignor agrees to these terms and conditions on his own behalf and on behalf of the consignee and any other party claiming an interest in this shipment.

Fold the Bill of Lading on the dotted line and insert into the adhesive pouch. Attach a Bill of Lading to each package.

Veuillez plier ce connaissance sur la ligne pointillée et l'insérer dans la pochette adhésive. Veuillez joindre un connaissance à chaque colis.

! Purolator

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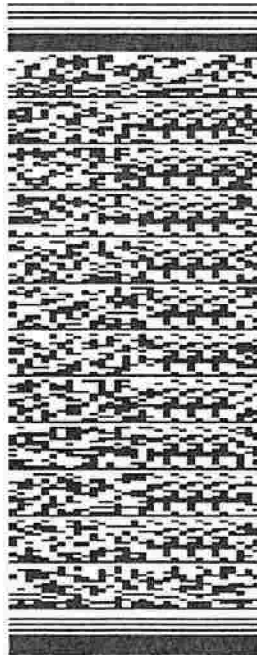
FROM/DE

MLT Atkins LLP
222 3 AVE SW
SUITE 2100
CALGARY, AB
T2P 0B4
403-693-4300
REF: 1099

TO/A

City Clerk
City of Winnipeg
510 MAIN ST
WINNIPEG, MB
R3B 1B9

NOTE: 136555.34KHW/raa



DATE:

15 JUL 2024

PIECES:

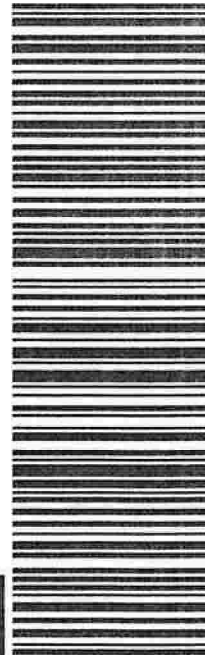
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WEIGHT/POIDS

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LIMITATION ON LIABILITY Carrier's liability in respect of the shipment described in this bill of lading (including for any loss, damage, delay, misdelivery, non-delivery or failure to deliver) is limited to \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared in the specially marked Purolator Online Shipping user entry field. "Declared Value for Insurance (\$)". Notwithstanding any disclosure of the nature or value of the goods carried or any special agreement to the contrary, carrier is not liable under any circumstances for the consequences of delay, or for any indirect or consequential damages (including lost profits) howsoever caused.

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Fold the Bill of Lading on the dotted line and insert into the adhesive pouch. Attach a Bill of Lading to each package.

Veuillez plier ce connaissement sur la ligne pointillée et l'insérer dans la pochette adhésive. Veuillez joindre un connaissement à chaque colis.

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FROM/DE

MLT Atkins LLP
222 3 AVE SW
SUITE 2100
CALGARY, AB
T2P 0B4
403-693-4300
REF: 1099

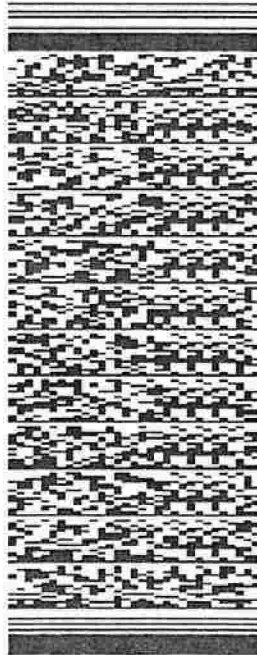
TO/À

Department of Justice
H.M. the King (Canada)
Regional Office
310 BROADWAY
SUITE 301

WINNIPEG, MB

R3C 0S6

NOTE: 136555,34KHW/raa



DATE:

15 JUL 2024

PIECES:

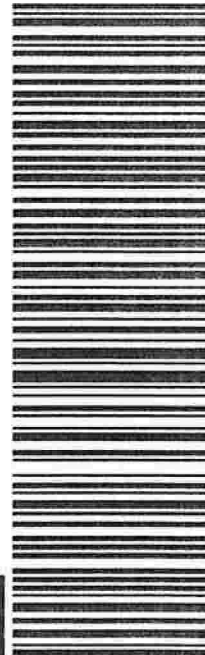
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1 LB

YWG 90

EXP 9:00



PUROLATOR PIN: 334818320205

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No Declared Value Entered By Sender / Aucune valeur déclarée entrée par

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NOTICE OF CLAIM Carrier is not liable for any loss, damage or delay to any goods carried under this bill of lading unless notice of the claim setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been paid in full. All claims are subject to proof of amount of loss.

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Veuillez plier ce connaissement sur la ligne pointillée et l'insérer dans la pochette adhésive. Veuillez joindre un connaissement à chaque colis.

Purolator

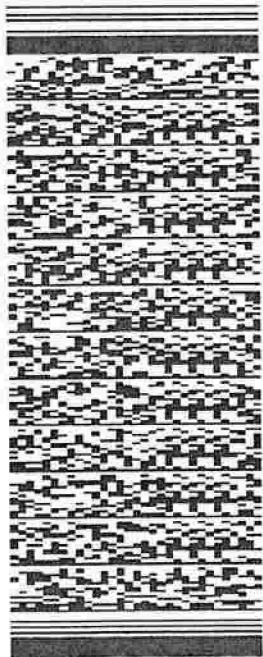
Purolator Express Envelope 9AM

FROM/DE
MLT Atkins LLP
222 3 AVE SW
SUITE 2100
CALGARY, AB
T2P 0B4
403-693-4300
REF: 1099

TO/À

Insolvency Group
Canada Revenue Agency
9700 JASPER AVE NW
SUITE 10
EDMONTON, AB
T5J 4C8

NOTE: 136555-34KH/raa

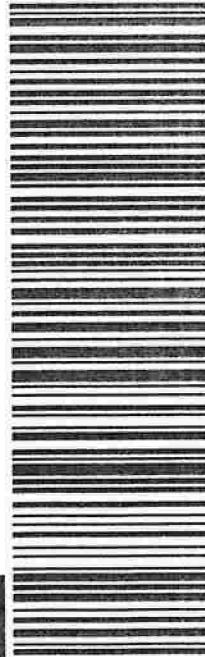


WEIGHT/POIDS
1 LB

DATE:
15 JUL 2024
PIECES:
1 of/de 1

98N

EXP 9:00



PUROLATOR PIN: 334818329883

ESO - PDF

Purolator's published terms and conditions of service apply - see www.purolator.com.
Les Modalités et conditions de service publiées de Purolator s'appliquent - voir www.purolator.com.

No Declared Value Entered By Sender / Aucune valeur déclarée entrée par

CONDITIONS OF CARRIAGE

IMPORTANT - PLEASE READ: The consignor agrees that the act of tendering the shipment to the carrier for transportation shall be sufficient to constitute signature of this bill of lading by the consignor and shall bind the consignor to the conditions of carriage stated below.

RECEIPT: Carrier acknowledges receiving from the shipper, at the point of origin and on the date specified, the shipment described in this bill of lading in apparent good order, except as noted (contents and conditions of contents of shipment unknown), and agrees to carry and deliver the shipment to the receiver at the destination set out in this bill of lading, subject to payment of all lawful charges. "Carrier" refers to Purolator Inc. and any connecting and/or successive carriers involved in the transportation of the shipment herein described, including any of their respective subsidiaries, controlled entities, and their respective employees, agents and independent contractors.

LIMITATION ON LIABILITY: Carrier's liability in respect of the shipment described in this bill of lading (including for any loss, damage, delay, misdelivery, non-delivery or failure to deliver) is limited to \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared in the specially marked Purolator Online Shipping user entry field, "Declared Value for Insurance (\$)". Notwithstanding any disclosure of the nature or value of the goods carried or any special agreement to the contrary, carrier is not liable under any circumstances for the consequences of delay, or for any indirect or consequential damages (including lost profits) howsoever caused.

NOTICE OF CLAIM: Carrier is not liable for any loss, damage or delay to any goods carried under this bill of lading unless notice of the claim setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been paid in full. All claims are subject to proof of amount of loss.

TERMS INCORPORATED BY REFERENCE: Every service to be performed under this bill of lading is subject to the conditions of carriage contained in this bill of lading, including the terms and conditions contained in Purolator Inc.'s published terms and conditions of carriage and the terms and conditions prescribed by the law of the jurisdiction where the goods originate (including the uniform conditions of carriage thereunder, if any). If the carriage involves an ultimate destination or a stop in a country other than the country of departure, the Convention (as defined below) may apply and limit the liability of the carrier in respect of loss of, damage to or delay of cargo. "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, Poland, 12 October, 1929, or the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, Canada, 28 May, 1999, or those Conventions as amended or supplemented as may be applicable to the carriage hereunder.

MISCELLANEOUS: Unless otherwise indicated, the consignor's name and address is the sender's name and address indicated on this bill of lading, and the latter is the place of execution and the place of departure; the consignee's name and address is the receiver's name and address indicated on this bill of lading, and the latter is the place of destination; and the date indicated on this bill of lading is the date of execution. There are no specific stopping places which are agreed to, and the carrier reserves the right to select the route and the mode of transportation that the carrier deems appropriate. The consignor warrants that the shipment is properly marked, addressed and packed to ensure safe accompanying documentation, and that the shipment is properly marked, addressed and packed to ensure safe transportation in accordance with the carrier's ordinary care in handling. Unless otherwise indicated on this bill of lading, the consignor waives its right to determine the volume or dimensions of the shipment, and to indicate same on this bill of lading. The consignor appoints the carrier as its agent for the performance of customs clearance and selecting a customs broker.

ENTIRE AGREEMENT: The terms and conditions contained in this bill of lading, including those incorporated herein by reference, constitute the entire agreement relating to the carriage of the shipment described in this bill of lading, and no agent, servant or representative of the carrier or consignor has the authority to alter, waive or otherwise modify any provision of this agreement. In tendering the shipment described herein for carriage, the consignor agrees to these terms and conditions on his own behalf and on behalf of the consignee and any other party claiming an interest in this shipment.

Fold the Bill of Lading on the dotted line and insert into the adhesive pouch. Attach a Bill of Lading to each package.

Veuillez plier ce connaissement sur la ligne pointillée et l'insérer dans la pochette adhésive. Veuillez joindre un connaissement à chaque colis.