

**SCHEDULE “A”  
AMENDED AND RESTATED  
RESTRUCTURING STEPS SUPPLEMENT**

1. The following steps shall take place sequentially prior to the Effective Time:
  - (a) At least five (5) days prior to the Implementation Date, the Monitor shall have advised the Plan Sponsor of the quantum of amounts due and payable on the Plan Implementation Date, including amounts payable under or in connection with the Plan Implementation Fund, the Administrative Expense Reserve, the Administration Charge and the KERP Prepayment (such aggregate amount, the **“Implementation Date Payment”**).
  - (b) At least five (5) days prior to the Implementation Date, the Plan Sponsor shall establish the Creditor Equity Pool and the Voting Trust.
  - (c) At least one (1) day prior to the Implementation Date, the Plan Sponsor shall pay to the Monitor the Implementation Date Payment, to be held in trust by the Monitor and released in accordance with this Restructuring Steps Supplement.
  - (d) At least one (1) day prior to the Implementation Date, the Plan Sponsor or the Applicants, as applicable, shall pay to the Monitor an amount sufficient to repay the SNDL 1L Claim in accordance with Section 3.7 of the Plan (the **“SNDL 1L Payment”**).
2. Immediately prior to the Effective Time, the Plan Sponsor, the Applicants and SNDL Inc. shall confirm to the Monitor, in writing, that all of the conditions precedent in the Plan have been satisfied or waived.
3. The Monitor shall issue the certificate contemplated by Section 8.4 of the Plan, and the time of issuance shall constitute the “Effective Time”, and the following steps shall occur, and be deemed to have occurred, sequentially in the order set out below, beginning at the Effective Time, all in accordance with the Plan and this Restructuring Steps Supplement and pursuant to the Sanction Order. For certainty, any and all actions to be taken in accordance with the following steps, including payments, issuances and filings: (a) shall be effected as soon as practicable following the Effective Time; (b) shall be deemed to occur in the following order; and (c) shall not be conditions precedent to the subsequent restructuring steps.
  - (a) All of the releases, compromises, transactions and arrangements contemplated by the Plan shall be deemed to be effective in accordance with the sequence set out below, and binding on the Applicants, the Plan Sponsor, Affected Creditors, Directors and Officers and all other Persons named or referred to in or subject to the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns.
  - (b) All debentures, indentures, notes, certificates, agreements, invoices, guarantees, pledges and other instruments evidencing Affected Claims shall be deemed to be terminated and cancelled and of no further force and effect.
  - (c) The SNDL 1L Payment shall be released from trust, and the Monitor shall pay such amount to SNDL Inc. forthwith, and all obligations of the Applicants to SNDL Inc. under or in connection with the SNDL 1L Claim shall be deemed to have been fully performed and discharged and any and all security agreements executed under or in connection with the SNDL 1L Claim shall terminate and be of no further force and effect.
  - (d) The Plan Implementation Fund shall be released from trust and, on the Implementation Date or as soon as reasonably practicable thereafter:

- (i) the Monitor shall make cash distributions to Convenience Creditors in the amount of each Convenience Creditor's Convenience Amount; and
  - (ii) the Monitor shall make cash distributions to Eligible Voting Creditors in the amount of each Eligible Voting Creditor's Pro Rata Share of the Creditor Cash Pool.
- (e) The Plan Sponsor shall issue Class "A" voting common shares for the benefit of Eligible Voting Creditors, in the amount of each Eligible Voting Creditor's Pro Rata Share of the Creditor Equity Pool, to be deposited in the Voting Trust.
- (f) The balance of the Implementation Date Payment shall be released from trust and, on the Implementation Date or as soon as reasonably practicable thereafter, the Monitor shall pay all amounts outstanding under the Administration Charge, and the Administration Charge shall be deemed to be fully and finally satisfied and discharged from and against any and all assets of the Applicants.
- (g) All D&O Claims shall be fully, finally and irrevocably compromised, released, discharged, cancelled, extinguished and barred and the Directors' Charge shall be deemed to be fully and finally satisfied and discharged from and against any and all assets of the Applicants.
- (h) The Interim Lender's Charge, KERP Charge and Plan Sponsor Protection Charge shall be discharged from and against any and all assets of the Applicants.
- (i) The Applicants shall pay all Employee Priority Claims due and accrued as of the Implementation Date.
- (j) All of the issued and outstanding shares of Delta Logistics shall be transferred to 2684216 Alberta Ltd.
- (k) All Intercompany Claims among the Applicants shall be definitively released and extinguished, save and except for intercompany indebtedness owing by Delta Lifestyle and Delta Retail to Delta Parent, which shall be preserved and shall remain as outstanding unsecured indebtedness from and after, and notwithstanding, the implementation of the Plan.
- (l) All notices of alteration, amendments to corporate articles and related filings required to effect the issuance of the New Delta Parent Common Shares and the redemption of the Existing Equity shall be filed or deposited with the applicable Governmental Authority or other person in such manner as the Plan Sponsor deems appropriate.
- (m) The New Delta Parent Common Shares shall be issued to the Plan Sponsor.
- (n) The Existing Equity shall be redeemed by Delta Parent for no consideration. For greater certainty, the redeemed Existing Equity shall not be cancelled, or deemed to be cancelled, until immediately following the filing of the Election (defined below) by Delta Parent.
- (o) Delta Parent shall file any necessary tax filings with the applicable Governmental Authority, as deemed necessary by the Plan Sponsor in its sole discretion, including, for greater certainty, Form T2067 "Election to not be a Public Corporation" the ("**Election**").
- (p) The redeemed Existing Equity shall be cancelled, with the result that the Plan Sponsor owns, directly or indirectly, all of the issued and outstanding shares of Delta Parent, Delta Lifestyle and Delta Retail. For certainty, the Purchased Retail Common Shares shall

continue to be owned by Delta Parent from and after, and notwithstanding, the implementation of the Plan.

- (q) All notices of alteration, amendments to corporate articles and related filings required to remove the class(es) of shares of Delta Parent comprising the redeemed Existing Equity from the authorized capital of Delta Parent shall be filed or deposited with the applicable Governmental Authority or other person in such manner as the Plan Sponsor deems appropriate;
  - (r) All instruments evidencing the Existing Equity shall be deemed to be terminated and cancelled and of no further force and effect.
  - (s) The resignations of the existing directors of the Applicants shall be effective, as applicable.
  - (t) The appointment of the New Boards shall be effective.
  - (u) The Plan shall be deemed to have been implemented.
  - (v) Any and all liabilities arising from or relating to the transactions noted above, including, for certainty and without limitation, liabilities and taxes resulting from any debt forgiveness, shall be definitively released and compromised and the Applicants shall have no obligations in connection with such liabilities or taxes.
  - (w) The Applicants shall cease to be applicants in the CCAA Proceedings.
4. Within six (6) months of the Implementation Date, the Applicants shall pay or cause to be paid in full all Crown Claims outstanding as of the Filing Date or related to the period ending on the Filing Date to the applicable Person.