

COURT FILE NUMBER

2401-09688

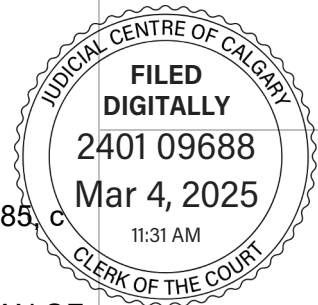
COURT

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 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

MONITOR'S CERTIFICATE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

MLT AIKINS LLP

Barristers and Solicitors
#2100 – 222 3rd Ave SW
Calgary, AB T2P 0B4

Attention:

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File No.

0136555.00034

RECITALS

A. Pursuant to an Order of the Honourable Justice Marion of the Court of King's Bench of Alberta, Judicial District of Calgary, dated January 10, 2025 (the "**Approval and Vesting Order**"), the Court approved the transaction (the "**Transaction**") contemplated by the share purchase agreement made as of December 28, 2024, (the "**SPA**"), between Delta 9 Cannabis Inc. (the "**Vendor**"), as vendor, Delta 9 Bio-Tech Inc. ("**Bio-Tech**") and Simply Solventless Concentrates Ltd., as purchaser (the "**Purchaser**"), and ordered, *inter alia*, that (i) all of Bio-Tech's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in a corporation

to be incorporated ("**ResidualCo**"); (ii) all of the Excluded Contracts and Excluded Liabilities shall be transferred to and assumed by and vest in ResidualCo; (iii) all of the right, title and interest in and to the Bio-Tech Shares shall vest absolutely and exclusively in the Purchaser, which vesting is, in each case, to be effective upon the delivery by the Monitor to the Vendor and the Purchaser of a certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from the Vendor and the Purchaser that all conditions to closing have been satisfied or waived by the parties to the SPA.

B. Capitalized terms not defined herein shall have the meaning given to them in the Order.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Vendor and the Purchaser, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the SPA.
2. This Monitor's certificate was delivered by the Monitor at 12:01 am M.S.T on February 28, 2025.

Alvarez & Marsal Canada Inc., in its capacity as Monitor 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., and not in its personal or corporate capacity.



Per: _____

Name: Orest Konowalchuk

Title: Senior Vice President