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3, 2025

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.

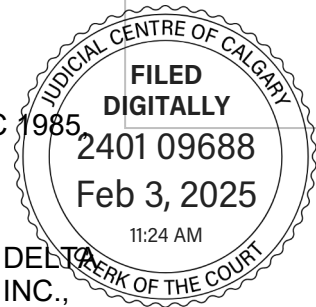
DOCUMENT

**ORDER – SANCTION OF PLAN AND STAY  
EXTENSION**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**MLT AIKINS LLP**  
Barristers and Solicitors  
#2100 – 222 3<sup>rd</sup> Ave SW  
Calgary, AB T2P 0B4  
Attention: Ryan Zahara / Molly McIntosh  
Telephone: (403) 693-5420 / (780) 969-3501  
Email: [rzahara@mltaikins.com](mailto:rzahara@mltaikins.com)  
mmcintosh@mltaikins.com  
File No. 0136555.00034

Clerk's stamp



**DATE ON WHICH ORDER WAS PRONOUNCED:** ~~JANUARY 10, 2025~~ January 29, 2025 *mm*

**LOCATION WHERE ORDER WAS PRONOUNCED:** CALGARY, ALBERTA

**NAME OF JUSTICE WHO MADE THIS ORDER:** THE HONOURABLE JUSTICE M.A.  
MARION

**UPON** the application (the "**Application**") of Delta 9 Cannabis Inc. ("**D9 Parent**"), Delta 9 Logistics Inc. ("**Logistics**"), Delta 9 Bio-Tech Inc. ("**Bio-Tech**"), Delta 9 Lifestyle Cannabis Clinic Inc. ("**Lifestyle**") and Delta 9 Cannabis Store Inc. ("**Store**", and collectively with D9 Parent, Logistics, Bio-Tech and Lifestyle, the "**Applicants**" or "**Delta 9 Group**") for an Order granting,

among other things: (i) an extension of the stay of proceedings pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"); and (ii) sanctioning and approving the Plan of Compromise and Arrangement, dated November 25, 2024 (the "**Plan**") for D9 Parent, Lifestyle and Store (collectively, the "**Plan Entities**"); **AND UPON** having read the Sixth Affidavit of John Arbuthnot IV, sworn on December 30, 2024, the Fourth Report of Alvarez & Marsal Canada Inc. (the "**Monitor**"), dated November 13, 2024 (the "**Fourth Report**"), the Fifth Report of the Monitor, dated November 26, 2024 (the "**Fifth Report**"), the Monitor's Report to Creditors dated December 11, 2024, the Sixth Report of the Monitor, filed January 6, 2025 (the "**Sixth Report**"), and the Affidavit of Service of Regie Agcaoili, sworn on January 9, 2025; **AND UPON** hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the 2759054 Ontario Inc. o/a Fika Herbal Goods (the "**Plan Sponsor**"), and counsel for any other parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

### **SERVICE**

1. The time for service of the notice of the Application and the materials filed in connection therewith are hereby abridged and service thereof is deemed good and sufficient, and this Application is properly returnable today.

### **DEFINED TERMS**

2. All capitalized terms used herein that are not otherwise defined have the meanings ascribed to them in the Plan and the Creditors' Meeting Order, granted by the Honourable Justice R.W. Armstrong on December 2, 2024 (the "**Meeting Order**").

### **EXTENSION OF THE STAY PERIOD**

3. The Stay Period, as defined in paragraph 14 of the Amended and Restated Initial Order, granted on July 24, 2024 (the "**ARIO**") and extended pursuant to the Order of the Honourable Justice C.D. Simard, granted on September 11, 2024 (the "**First Stay Extension Order**") and the Order of the Honourable Justice M.A. Marion, granted on November 1, 2024 (the "**Second Stay Extension Order**") in the within proceeding, is hereby extended until and including February 28, 2025.

### **CREDITORS' MEETING**

4. Service of the Meeting Materials is deemed good and sufficient, and the Creditors' Meeting held on December 20, 2024 (the "**Meeting**") was duly called, convened, held and

conducted, in conformity with the CCAA and the Meeting Order.

5. The Delta 9 Group and the Plan Sponsor were authorized and directed to call the Meeting and to present the Plan for the purpose of having the Eligible Voting Creditors vote on the Plan.
6. The Plan was voted on and approved by the Required Majority in conformity with the CCAA, the Plan and the Meeting Order.

#### **SANCTION OF THE PLAN**

7. The Plan Entities have complied with the provisions of the CCAA and the Meeting Order, and all other Orders made in these CCAA Proceedings in all respects.
8. The Plan Entities have acted and are acting in good faith and with due diligence and have not done or purported to do (nor does the Plan do or purport to do) anything that is not authorized by the CCAA.
9. The Plan and all terms and conditions thereof are fair, reasonable, not oppressive and are in the best interests of the Plan Entities and their stakeholders.
10. The Plan is hereby sanctioned and approved pursuant to section 6 of the CCAA.

#### **IMPLEMENTATION OF THE PLAN**

11. The Plan and all associated steps, compromises, transactions, arrangements, releases, and reorganizations effected thereby are hereby:
  - (a) approved;
  - (b) deemed to be implemented; and
  - (c) binding and effective upon and with respect to the Plan Entities, the Plan Sponsor, all Affected Creditors, the 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;

all in accordance with the provisions of the Plan, as of the Implementation Date commencing at the Effective Time and in the sequential order contemplated by the

Restructuring Steps Supplement (or in such other manner or sequence or such other time or times as the Plan Entities, may determine in consultation with the Plan Sponsor and the Monitor and subject to the Plan and the Meeting Order).

12. The Plan shall be binding upon and *enure* to the benefit of the Plan Entities, the Released Parties, all Affected Creditors, and all other Persons named or referred to in, affected by, or subject to the Plan, including, without limitation, their respective heirs, executors, administrators, and other legal representatives, successors, and assigns.
13. The Plan Entities, the Directors and Officers, the Plan Sponsor and the Monitor are authorized and directed to take all steps and actions and to do all things reasonably necessary or appropriate, to implement the Plan in accordance with its terms, and to enter into, execute, deliver, complete, implement and consummate all transactions, distributions, disbursements, payments, deliveries, allocations, instruments and agreements contemplated by and subject to the terms of the Plan, and such steps and actions are hereby authorized, ratified and approved. Furthermore, none of the Plan Entities, the Directors and Officers, the Plan Sponsor or the Monitor shall incur any liability as a result of acting in accordance with the terms of the Plan and this Sanction Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of such parties.
14. In addition, to the extent not previously given, all necessary approvals of and from the shareholders, members, directors, managers or officers of the Plan Entities, as applicable (including all necessary resolutions, whether ordinary, special or otherwise, of the shareholders, members, directors, managers or officers of the Plan Entities, as applicable) to take all actions under the Plan or contemplated thereby (including but not limited to the adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan) shall be deemed to have been made, given, passed or obtained, and no agreement between or among the shareholders or members of the Plan Entities, or any of them, or between a shareholder or member and another Person, that limits or purports to limit in any way the right to vote shares or membership interests held by such shareholder(s) or member(s) with respect to any of the steps or transactions contemplated by the Plan, shall be effective, and all such agreements shall be deemed to be of no force or effect.

15. Each of the Plan Entities, the Plan Sponsor, and the Monitor, and any other Person required to make any distributions, deliveries or allocations or take any steps or actions related thereto pursuant to the Plan are hereby directed to complete such distributions, deliveries or allocations and to take any such related steps and/or actions in accordance with the terms of the Plan, and such distributions, deliveries and allocations, and steps and actions related thereto, are hereby approved.
16. All distributions or payments by the Plan Entities or the Monitor to the Affected Creditors with Proven Claims under the Plan are for the account of the applicable Plan Entity and the fulfillment of its respective obligations under the Plan.
17. The Plan Entities and the Monitor shall be authorized, in connection with the making of any payment or distribution and in connection with the taking of any step or transaction or performance of any function under or in connection with the Plan, to apply to any Governmental Authority for any consent, authorization, certificate or approval in connection therewith.
18. The Plan Entities are hereby authorized to execute and file notices of alteration, articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Restructuring Steps Supplement and that such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Restructuring Steps Supplement, and, for greater clarity, no shareholder or other approval shall be required in connection therewith.
19. All Governmental Authorities, including but not limited to Registrar of Companies appointed pursuant to the *Business Corporations Act* (British Columbia) SBC 2022, c 57, the Executive Director as defined in the *Business Corporations Act*, RSA 2000, c B-9, as may be amended, the Director appointed under the *Corporations Act* (Manitoba) CCSM, c C225, and the Director of Corporations under the *Canada Business Corporations Act* RSC 1985, c C-44 and all similar Governmental Authorities in any other jurisdictions, are hereby authorized and directed to accept and receive any notices of alteration, articles of amendment, amalgamation, continuance or reorganization or such other documents or

instruments as may be required to permit or enable and effect the Implementation Steps contemplated in the Subscription Agreement, filed by any of the Applicants, the Plan Sponsor, or ResidualCo as the case may be.

20. Any securities or other consideration issued, transferred or distributed pursuant to the Plan shall be issued, transferred or distributed free and clear of any Encumbrances, other than the Encumbrances created in the Plan.
21. On the Effective Date, the Existing Equity shall be redeemed and cancelled for no consideration pursuant to this Order and the Plan.
22. On the Effective Date, the New Delta Parent Common Shares to be issued pursuant to the Plan shall be and are hereby deemed to have been validly authorized, created, issued and outstanding as fully-paid and non-assessable shares in the capital of Delta Parent, and Delta Parent shall issue the New Delta Parent Common Shares in accordance with the Plan. The New Delta Parent Common Shares issued pursuant to the Plan shall be free and clear of any Encumbrances except Permitted Encumbrances.
23. All directors serving on the Plan Entities' boards of directors (and any committee thereof) immediately prior to the Effective Time shall be deemed to resign, and the New Boards shall be deemed to have been appointed as the board of the directors of the applicable Plan Entity, with each member thereof becoming a director of the applicable Plan Entity.
24. Upon receiving written notice from the Plan Sponsor, the Plan Entities, and SNDL, confirming the satisfaction or waiver of the conditions set out in section 8.1., 8.2, and 8.3 of the Plan, the Monitor is authorized and directed to deliver to the Plan Sponsor and the Plan Entities a certificate substantially in the form attached as **Schedule "B"** hereto (the **"Monitor's Certificate"**) signed by the Monitor, certifying that the Implementation Date has occurred and that the Plan is effective in accordance with its terms and the terms of this Sanction Order. As soon as practicable following the Implementation Date, the Monitor shall file such certificate with the Court and post a copy of same on the Monitor's website.

#### **COMPROMISE OF CLAIMS AND EFFECT OF PLAN**

25. Pursuant to and in accordance with the terms of the Plan, and subject to any other Order of the Court granted in these proceedings (including the Claims Process Order), from and

after the Effective Time:

- (a) all Affected Claims shall be fully, finally, irrevocably, and forever compromised, settled, released, discharged, extinguished, cancelled and barred;
- (b) the ability of any Person, along with their respective affiliates, present and former officers, directors, employees, partners, associated individuals, auditors, financial advisors, legal counsel, other professionals, sureties, insurers, indemnities, agents, dependents, heirs, representatives and assigns, as applicable, to proceed against any of the Released Parties in respect of or relating to any Affected Claims or Released Claims shall be forever barred, estopped, stayed and enjoined from:
  - (i) commencing, conducting or continuing any action, claim, suit, demand or other proceeding of any nature or kind whatsoever against the Released Parties;
  - (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties or their property;
  - (iii) commencing, conducting, or continuing in any manner, directly or indirectly, any action, claim, suit, demand, including without limitation by way of contribution or indemnity or other relief, in common law, or in equity, breach of trust or breach of fiduciary duty or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes such a claim or might reasonably be expected to make such a claim in any manner or forum, against one or more of the Released Parties;
  - (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Lien or Encumbrance of any kind against the Released Parties or their property; or
  - (v) taking any actions to interfere with the implementation or consummation of the Plan or the transactions contemplated therein.

26. Any and all Persons who have previously commenced an Affected Claim or a Released Claim in any court, which has not been finally determined, discontinued or dismissed prior to the Effective Time shall, forthwith after the Effective Time take all steps necessary to discontinue or dismiss such Affected Claims or Released Claim on a without costs basis.
27. On the Implementation Date, the releases set out in Article 9 of the Plan shall become effective and the ability of any Person to proceed against any Released Party in respect of any Released Claim released therein shall be forever discharged, barred and restrained, and all proceedings with respect to, in connection with, or relating to any such matter is enjoined and permanently stayed; provided that nothing herein shall release or discharge (a) the right to enforce the obligations of any Person under the Plan, (b) any Released Party if the Released Party is determined by a Final Order of a Court of competent jurisdiction to have committed criminal acts, fraud or wilful misconduct, (c) the Plan Entities, their Directors or Officers from or in respect of any Unaffected Claim or any Released Claim that is not permitted to be released pursuant to Section 19(2) of the CCAA, or (d) any Director or Officer of the Plan Entities from any Released Claim that is not permitted to be released pursuant to Section 5.1(2) of the CCAA, as determined by a Final Order of the Court. However, notwithstanding anything to the contrary herein, from and after the Implementation Date, a Person may only commence an action against a Released Party in connection with (b), (c) or (d) above if such Person has first obtained leave of this Court on notice to the applicable Released Party, the Plan Entities, the Monitor (unless previously discharged), and any applicable insurers.
28. From and after the Implementation Date, any and all Persons shall be and are hereby barred, stopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of all Released Claims and any matter which is released pursuant to Article 9 of the Plan.
29. Each Affected Creditor and each Person holding a Released Claim is hereby deemed to have (i) consented to all of the provisions of the Plan, in its entirety, and (ii) executed and delivered to the Plan Entities and any other Released Party all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the



Plan in its entirety.

30. The procedure for determining the validity and quantum of the Affected Claims and for resolving the Disputed Claims for voting and distribution purposes under the Plan shall be governed by the Claims Procedure Order, the Meeting Order, the CCAA, the Plan and any further order of the Court. Without limiting the provisions of the Claims Procedure Order, any Person that did not file a Proof of Claim, a Notice of Dispute or a Notice of Dispute of Revision or Disallowance (each as defined in the Claims Procedure Order), as applicable, by the Claims Bar Date (as defined in the Plan, the Claims Procedure Order, or as amended in a subsequent Order) or such other date provided for in the Claims Procedure Order, as applicable, whether or not such Affected Creditor received direct notice of the claims process established by the Claims Procedure Order, shall be and is hereby forever barred from making any Claim and shall not be entitled to any distribution under the Plan, and such Person's Claim shall be and is hereby forever barred and extinguished. Nothing in the Plan extends or shall be interpreted as extending or amending the Claims Bar Date or any other bar date deadline provided for in the Claims Procedure Order or subsequent Order or the Plan, or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order, the Plan, or the Sanction Order.
31. An Affected Creditor with a Disputed Claim shall not be entitled to receive a distribution under the Plan in respect of such Disputed Claim or any portion thereof unless and until such Disputed Claim becomes an Allowed Affected Claim in accordance with the Meeting Order and the Claims Procedure Order.
32. As of the Implementation Date, all debentures, notes, certificates, agreements, invoices and other instruments evidencing Affected Claims shall not entitle any holder thereof to any compensation or participation and shall be and are hereby deemed to be cancelled and shall be and are hereby deemed to be null and void.
33. Pursuant to and in accordance with the terms of the Plan, following delivery of the Monitor's Certificate, any and all liens, encumbrances, security interests and registrations in favour of any Affected Creditor or which any Affected Creditor holds by way of subrogation, including, but not limited to, all registrations made in accordance with the *Personal Property Security Act*, RSA 2000, c P-7, the *Land Titles Act*, RSA 2000, c L-4, c

M-17, the *Prompt Payment and Construction Lien Act*, RSA 2000, c P-26.4, the *Garage Keepers' Lien Act*, RSA 2000, c G2, the *Law of Property Act*, RSA 2000, c L-7, or any other similar legislation in any jurisdiction against the interests of the Plan Entities, other than in respect of an Unaffected Claim, are hereby wholly terminated, discharged and extinguished as against the Plan Entities and all of their business, assets and undertakings.

34. The Plan Entities and their counsel, MLT Aikins LLP, are hereby authorized and permitted to file discharges and full terminations of all filings referred to in paragraph 36 above (whether pursuant to personal property security legislation or otherwise) against the Plan Entities in any jurisdiction without any further action or consent required whatsoever.
35. The Registrar of all governmental authorities are hereby authorized, requested, and directed to accept delivery of the Monitor's Certificate and a certified copy of this Sanction Order as though they were originals and to register such discharges and discharge statements as may be required to give effect to this Order.
36. Section 36.1 of the CCAA and sections 38 and 95 to 101 of the *Bankruptcy and Insolvency Act* RSC 1985, c. B-3 (Canada) (the "**BIA**") and any other federal or provincial law relating to preferences, fraudulent conveyances or transfers at undervalue, shall not apply to the Plan or to any transactions, distributions or payments made in connection with transactions entered into by or on behalf of the Plan Entities, whether before or after the Filing Date, including to any and all of the payments, distributions and transactions contemplated by and to be implemented pursuant to the Plan.
37. Except as provided in the Plan, all obligations, agreements, or leases to which the Plan Entities are a party to on the Implementation Date, including all Continuing Contracts, shall be and remain in full force and effect, unamended except as they have been amended by agreements of the parties thereto subsequent to the Filing Date, and no party to any such obligation or agreement shall on or following the Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise disclaim or resiliate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right (including any right of set-off, option, dilution or other remedy) or remedy under or in respect of any such obligation or agreement, by reason of:
  - (a) any event which occurred prior to, and is not continuing after, the Implementation Date, or which is or continues to be suspended or waived under the Plan which

would have entitled such party to enforce those rights or remedies;

- (b) that the Plan Entities have sought or obtained relief or have taken steps as part of the Plan or under the CCAA, or that the Plan has been implemented;
  - (c) any default or event of default arising as a result of the financial condition or insolvency of the Plan Entities;
  - (d) the effect upon the Plan Entities of the completion of any transactions contemplated by the Plan, including any change of control of the Plan Entities arising from the implementation of the transactions contemplated by the Plan; or
  - (e) of any compromises, settlements, restructuring, recapitalizations, reorganizations or steps effected pursuant to the Plan.
38. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any non-competition agreement or obligation, provided that such agreement shall terminate or expire in accordance with the terms thereof or as otherwise agreed by the Plan Entities and the applicable Persons.

#### **ESTABLISHMENT OF PLAN IMPLEMENTATION FUND**

39. On or prior to the Implementation Date, the Plan Sponsor shall deliver to the Monitor, an amount equal to the Creditor Cash Pool, together with funding sufficient to satisfy the Allowed Affected Claims of Convenience Creditors (the “**Plan Implementation Fund**”).
40. The Plan Implementation Fund shall be held by the Monitor in a segregated account of the Monitor, and shall be used by the Monitor to pay, on behalf of the Plan Sponsor and the Plan Entities, all amounts payable to Eligible Voting Creditors and Convenience Creditors under the Plan.

#### **ESTABLISHMENT OF DISPUTED AMOUNT ACCOUNT**

41. If a Final Order determining the portion of the Disputed Amount that is due and payable to SNDL pursuant to the SNDL 2L Claim has not been issued on or prior to the Implementation Date, then the Plan Entities or the Plan Sponsor may elect to pay the Disputed Amount to the Monitor to be held in trust by the Monitor, in a segregated account (the “**Disputed Amount Account**”) on the condition that, immediately upon a Final Order

being issued, the Monitor will, and the Monitor is hereby directed and authorized to, distribute the Disputed Amount to the Plan Entities and SNDL Inc., in accordance with the terms of such Final Order.

42. Upon receipt of the Disputed Amount by the Monitor in accordance with paragraph 44 above, the security held by SNDL and the obligations of the Plan Entities with respect to the SNDL 2L Claim will automatically attach to the Disputed Amount and the Plan Entities' respective obligations relative to the SNDL 2L Claim will be deemed to have been fully performed and discharged, and, for certainty, the security held by SNDL in respect of the SNDL 2L Claim will be released and discharged as against the property and assets of the Plan Entities and Bio-Tech.

## **CHARGES**

43. Upon payment of the amounts referred to in paragraph 5.4(c)(i) and effective as of the Implementation Date, the Administration Charge shall be and shall be deemed to be fully and finally satisfied and discharged from and against any and all assets of the Plan Entities and the Plan Implementation Fund.
44. As of the Implementation Date, the Directors' Charge shall be and be deemed to be fully and finally discharged from and against the Plan Implementation Fund.
45. As of the Implementation Date, the Interim Lenders' Charge shall be discharged from and against any and all assets of the Applicants and the Plan Implementation Fund.
46. Upon payment of the amounts referred to in paragraph 5.4(c)(iv) of the Plan and effective as of the Implementation Date, the KERP Charge shall be and shall be deemed to be fully and finally satisfied and discharged from and against any and all assets of the Plan Entities and the Plan Implementation Fund.
47. As of the Implementation Date, the Plan Sponsor Protection Charge shall be and be deemed to be fully and finally discharged from and against any and all assets of the Plan Entities and the Plan Implementation Fund.

## **THE MONITOR**

48. In addition to its prescribed rights and obligations under the CCAA and all Orders of the Court made in these CCAA Proceedings, the Monitor is granted the powers, duties and

protections contemplated by and required under the Plan and the Monitor shall be and is hereby authorized, entitled and empowered to perform its duties and fulfill its obligations under the Plan to facilitate the implementation thereof.

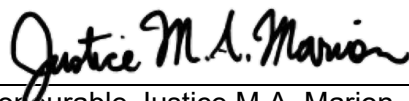
49. In no circumstances will the Monitor have any liability for any Claims against the Plan Entities, including but not limited to, any Claims with respect to tax liabilities regardless of how or when such Claims may have arisen.
50. In carrying out the terms of this Sanction Order and the Plan, (i) the Monitor shall have all the protections given to it by the CCAA, the Initial Order, any other Orders of this Court in the CCAA proceedings, and as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability, save and except for any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants without independent investigation; and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information. In no circumstance will the Monitor have any liability for any Person's tax liabilities regardless of how or when such liabilities may have arisen.

#### **GENERAL PROVISIONS**

51. As of the date on which the Monitor's Certificate is filed, the CCAA Proceeding with respect to the Plan Entities shall be terminated without any other act or formality and the Monitor shall be discharged with respect to the Plan Entities without any other act or formality.
52. For greater certainty, the Monitor shall continue to have the benefit of all of the protections and priorities as set out in the Initial Order, the Plan, this Sanction Order, and the CCAA, and any such protections and priorities shall apply to the Monitor in fulfilling its duties under this Order or in carrying out the provisions of this Order or any other Order granted in the CCAA Proceeding, notwithstanding the termination of the CCAA Proceeding.
53. Notwithstanding the termination of the CCAA Proceeding with respect to the Plan Entities, the Court shall remain seized of any matter arising from the CCAA Proceeding, and the Plan Entities and the Monitor shall have the authority from and after the date of this Order to apply to this Court to address any matters ancillary or incidental to the CCAA Proceeding notwithstanding the termination thereof. In completing or addressing any such

ancillary or incidental matters, the Monitor shall continue to have the benefit of the provisions of the CCAA and the provisions of all Orders made in the CCAA Proceeding in relation to its capacity as Monitor, including all approvals, protections and stays of proceedings in the Monitor's favour.

54. The Applicants, the Plan Sponsor, or the Monitor may apply to the Court from time to time for advice and direction in respect of any matters arising from or under the Plan and to the extent that any Person seeks any advice or direction with respect to any matter arising from or under the Plan or this Sanction Order, such application shall be brought in the within Action.
55. This Sanction Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable. The Plan Entities, the Plan Sponsor, and the Monitor may apply to a Court of competent jurisdiction to recognize the Plan or this Sanction Order and to confirm the Plan and the Sanction Order as binding and effective in any foreign jurisdiction.
56. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Sanction Order and to assist the Applicants, the Monitor, and the Plan Sponsor, and their respective representatives and agents in carrying out the terms of this Sanction Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be reasonably necessary or desirable to give effect to this Sanction Order.
57. This Sanction Order shall be posted on the Monitor's Website at <https://www.alvarezandmarsal.com/Delta9> and only be required to be served on the parties on the Service List and those parties who appeared at the hearing of the motion for this Sanction Order.



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The Honourable Justice M.A. Marion  
Justice of the Court of King's Bench of Alberta



**SCHEDULE "A"**  
**PLAN OF COMPROMISE AND ARRANGEMENT**



**SCHEDULE "B"**

**FORM OF MONITOR'S CERTIFICATE**

COURT FILE NUMBER	2401-09688
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE <i>COMPANIES'</i> <i>CREDITORS ARRANGEMENT ACT</i> , 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	<b>MONITOR'S CERTIFICATE</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>MLT AIKINS LLP</b> Barristers and Solicitors #2100 – 222 3 <sup>rd</sup> Ave SW Calgary, AB T2P 0B4 Attention: Ryan Zahara / Molly McIntosh Telephone: (403) 693-5420 / (780) 969-3501 Email: <a href="mailto:rzahara@mltaikins.com">rzahara@mltaikins.com</a> mmcintosh@mltaikins.com File No. 0136555.00034

**MONITOR'S CERTIFICATE  
(PLAN IMPLEMENTATION)**

All capitalized terms used herein that are not otherwise defined have the meaning ascribed to them in the Plan of Compromise and Arrangement dated November 25, 2024, as may be further amended, varied or supplemented from time to time in accordance with the terms thereof (the "**Plan**");

Pursuant to paragraph 27 of the Order of the Honourable Justice M. A. Marion made in

these proceedings on January 10, 2025 (the “**Sanction Order**”) and Article 8.5 of the Plan, Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed Monitor of the Plan Entities (the “**Monitor**”) delivers to the Plan Entities this certificate and hereby certifies that:

1. The Monitor has received written notice from the Plan Entities, the Plan Sponsor and SNDL that the conditions precedent in sections 8.1., 8.2, and 8.3 of the Plan have been satisfied or waived in accordance with the terms of the Plan; and
2. the Implementation Date has occurred and the Plan is effective in accordance with its terms and the terms of the Sanction Order.

**DATED** at the City of Calgary, in the Province of Alberta, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as Court-appointed Monitor of the Delta 9 Group. and not in its personal or corporate capacity.

By: \_\_\_\_\_  
Name:  
Title: