

COURT FILE NUMBER 2401-09688

Clerk's stamp

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 **THIRD AFFIDAVIT OF JOHN ARBUTHNOT IV**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

MLT AIKINS LLP
Barristers and Solicitors
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mmcintosh@mltaikins.com
File No. 0136555.00034

THIRD AFFIDAVIT OF JOHN ARBUTHNOT IV
Sworn September 3, 2024

I, John Arbuthnot IV, of the City of Winnipeg, in the Province of Manitoba, SWEAR AND SAY THAT:

1. I am the Chief Executive Officer ("**CEO**") and director of Delta 9 Cannabis Inc. ("**D9 Parent**") and a director and president of 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**"; collectively, the "**Applicants**" or "**Delta 9**"). As such, I have personal knowledge of the matters deposed to in this Affidavit, except where stated to be based on information and belief, in which case, I verily believe the same to be true.

2. As a director and officer, I am responsible for managing the Applicants' overall operations and resources and making strategic business decisions. I have been in my current role as a director and officer for over six years, since shortly after D9 Parent went public in November 2017.

I. RELIEF SOUGHT

3. This affidavit (the "**Third Affidavit**") is sworn in support of an application scheduled for September 11, 2024 for an extension of the Stay, as outlined in paragraph 14 of the Amended and Restated Initial Order, granted on July 24, 2024 in these proceedings (the "**ARIO**"), pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**").
4. This Third Affidavit should be read in conjunction with my first affidavit, sworn on July 12, 2024 (the "**First Affidavit**"), and my second affidavit, sworn on July 18, 2024 (the "**Second Affidavit**"). All capitalized terms used herein that are not otherwise defined have the meaning ascribed to them in the First Affidavit and the Second Affidavit.

II. ACTIVITIES SINCE THE ARIO

5. In addition to the ARIO, on July 24, 2024, the Honourable Associate Chief Justice Nielsen granted, among other things:
 - (a) an order approving a sale and investment solicitation process (the "**SISP**") in respect of the business and/or assets of Bio-Tech (the "**SISP Order**"); and
 - (b) an order approving a claims procedure (the "**Claims Procedure**") in respect of the Applicants (the "**Claims Procedure Order**").
6. Since the granting of the SISP Order, Delta 9 has worked closely with the Monitor to conduct the SISP and the Claims Procedure in accordance with the SISP Order and the Claims Procedure Order respectively, both of which are ongoing.
7. The Applicants have worked diligently with the Plan Sponsor to prepare a restructuring plan for certain of the Delta 9 Applicants which provides additional value for Delta 9's stakeholders.

8. In consultation with the Monitor, the Applicants have made the decision to wind down the operations of Logistics effective as of September 30, 2024. On or about August 30, 2024, Delta 9 issued a series of *Form 4 – Notice by Debtor Company to Disclaim or Resiliate an Agreement* to Logistics' customers of its intentions to discontinue services after September 30, 2024 (collectively, the "**Logistics Notices**").
9. Attached hereto and collectively marked as **Exhibit "A"** are copies of the Logistics Notices.
10. On or about August 1, 2024, Store issued a *Form 4* ("**Form 4 – Leslie**") to Dan Leslie and Sandra Leslie in respect of a lease agreement dated October 4, 2023 between Dan Leslie and Sandra Leslie as landlord, and Store, as tenant in respect of certain retail premises located at Unit 106, 10126-120 Ave, Grande Prairie, Alberta.
11. Attached hereto and marked as **Exhibit "B"** is a copy of the *Form 4 – Leslie*.
12. On or about August 1, 2024, Store issued a *Form 4* ("**Form 4 – Berezan**") to Berezan Management (Alta) Ltd., as agent for 812056 Alberta Ltd. in respect of a lease agreement dated July 26, 2023 between Berezan Management (Alta) Ltd., as agent for 812056 Alberta Ltd., as landlord, and Store, as tenant in respect of certain retail premises located in Calgary, Alberta.
13. Attached hereto and marked as **Exhibit "C"** is a copy of the *Form 4 – Berezan*.
14. On or about August 22, 2024, Lifestyle issued a *Form 4* to Kirkfield Hotel Limited (the "**Form 4 - Kirkfield**"), in respect of a lease agreement, dated December 14, 2020, between Kirkfield Hotel Limited, as landlord, and Lifestyle, as tenant, in respect of certain retail space located in Winnipeg, Manitoba.
15. Attached hereto and marked as **Exhibit "D"** is a copy of the *Form 4 – Kirkland*.
16. On or about August 29, 2024, Store issued a *Form 4* to 23495720 Alberta Ltd. (the "**Form 4 – 234**"), in respect of a lease agreement, dated September 1, 2020, between Artis Liberton Square Ltd, as assigned to 23495720 Alberta Ltd., as landlord, and Uncle Sam's Cannabis Ltd., as assigned to Store, as tenant, in respect of certain retail space located in St. Albert, Alberta.

17. Attached hereto and marked as **Exhibit “E”** is a copy of the Form 4 – 234.

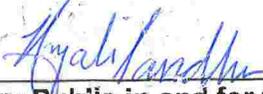
EXTENSION OF STAY OF PROCEEDINGS

18. The Applicants are seeking an extension of the Stay Period until **[November 1]**, 2024 (the **“Stay Extension”**). The Stay Extension is necessary and appropriate to provide the Applicants with continued breathing space while they work to maximize value for their stakeholders and take the next steps in these CCAA proceedings, including formulating a plan of arrangement to be put to the creditors of certain of the Applicants and completing the sales and investment solicitation process for the going concern sale or investment in Bio-Tech.
19. The Applicants require the Stay Extension to have sufficient time to properly and diligently complete the SISP (as outlined in further detail in the SISP Approval Order of Associate Chief Justice Nielsen, granted on July 24, 2024), the Claims Procedure (as outlined in further detail in the Claims Procedure Order of Associate Chief Justice Nielsen, granted on July 24, 2024) and to put forward a plan or plans of arrangement to certain of their creditors.
20. The Applicants have sufficient liquidity during the Stay Extension to fund their required obligations and the costs of these CCAA proceedings.
21. The Applicants have acted, and continue to act, in good faith and with due diligence to, among other things, operate their Business in the ordinary course and advance these CCAA proceedings.
22. To the best of my knowledge, no stakeholder will suffer material prejudice as a result of the Stay Extension. Rather, the Applicants’ stakeholders will benefit from the Stay Extension, which provides the Applicants with the time and space required to implement a successful compromise and restructuring and emerge as a sustainable operation.

MEETINGS ORDER

23. It is my understanding that 2759054 Ontario inc. o/a Fika Herbal Goods (**“Fika”** or the **“Plan Sponsor”**) intends to make an Application to the Court to order (the **“Meeting Order”**) a meeting of creditors to vote on a finalized plan of arrangement at the hearing scheduled on September 11, 2024. Delta 9 is supportive of that Application for a Meeting

This is Exhibit "A"
referred to in the Affidavit of John Arbuthnot IV,
sworn before me at Winnipeg, Manitoba,
this 3rd day of September, 2024



John Arbuthnot IV

A Notary Public in and for the Province of Manitoba

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "Monitor")

And to: 5 Points Cannabis Inc.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "Act") in respect of Delta 9 Logistics Inc. (the "Debtor Company"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on April 2, 2024, by and between 5 Points Cannabis Inc., as Producer, and the Debtor Company, as the Service Provider

(the "Agreement").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbuthnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "Monitor")

And to: Aphelion Pharmaceuticals Inc.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "Act") in respect of Delta 9 Logistics Inc. (the "Debtor Company"), among other parties, were commenced on the 15th day of July 2024.

2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on April 10, 2024, by and between Aphelion Pharmaceuticals Inc., as Producer, and the Debtor Company, as the Service Provider

(the "Agreement").

3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.

4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbutnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Auxly Charlottetown Inc. and Auxly Ottawa Inc.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement dated September 15, 2023, as amended by an Amending Agreement dated September April 17, 2024, by and among Auxly Charlottetown Inc. and Auxly Ottawa Inc. and the Debtor Company

(collectively, the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbutnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Avant Craft Cannabis

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on July 25, 2024, by and between Avant Craft Cannabis, as Producer, and the Debtor Company, as the Service Provider

(the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbuthnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Entourage Brands Corp.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on February 23, 2024, by and between Entourage Brands Corp., as Producer, and the Debtor Company, as the Service Provider

(the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbuthnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: HYTN Cannabis Inc.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on April 2, 2024, by and between HYTN Cannabis Inc., as Producer, and the Debtor Company, as the Service Provider

(the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbutnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Indiva Inc.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on April 1, 2024, by and between Indiva Inc., as Producer, and the Debtor Company, as the Service Provider

(the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbuthnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Level Up Infusions Ltd.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on September 1, 2023, by and between Level Up Infusions Ltd., as Producer, and the Debtor Company, as the Service Provider

(the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbutnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Mernova Medicinal Inc.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on March 6, 2024, by and between Mernova Medicinal Inc., as Producer, and the Debtor Company, as the Service Provider

(the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbuthnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Organics Cannabis Ltd.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on November 16, 2023, by and between Organics Cannabis Ltd., as Producer, and the Debtor Company, as the Service Provider

(the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbuthnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Purileaf

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement dated July 18, 2023, as amended by an Amending Agreement dated May 10, 2024, by and between Purileaf, as Producer, and the Debtor Company, as the Service Provider

(collectively, the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbutnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: SNDL Inc.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on August 31, 2023, by and between SNDL Inc., as Producer, and the Debtor Company, as the Service Provider

(the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbutnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "Monitor")

And to: Stewart's Vertical Farms

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "Act") in respect of Delta 9 Logistics Inc. (the "Debtor Company"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on September 6, 2023, by and between Stewart's Vertical Farms, as Producer, and the Debtor Company, as the Service Provider

(the "Agreement").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbutnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: 1195753 B.C. Ltd. o/a West Blvd Cannabis

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Logistics Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Delivery Services Agreement commenced on April 17, 2024, by and between 1195753 B.C. Ltd. o/a West Blvd Cannabis, as Producer, and the Debtor Company, as the Service Provider

(the "**Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Agreement and to the Monitor, apply to the Court for an order that the Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Agreement is disclaimed or resiliated on the 29 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 30, 2024.

John Arbuthnot

Delta 9 Logistics Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 26, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Logistics Inc., and not in its personal or corporate capacity

**This is Exhibit "B"
referred to in the Affidavit of John Arbuthnot IV,
sworn before me at Winnipeg, Manitoba,
this 3rd day of September, 2024**

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

A Notary Public in and for the Province of Manitoba

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Dan & Sandra Leslie

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Cannabis Store Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Lease Agreement commenced on October 4, 2023, by and between Dan and Sandra Leslie, as Landlords, and the Debtor Company, as Tenant

(the "**Lease Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Lease Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Lease Agreement and to the Monitor, apply to the Court for an order that the Lease Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Lease Agreement is disclaimed or resiliated on the 31 day of August, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 1, 2024.

John Arbuthnot

Delta 9 Cannabis Store Inc.

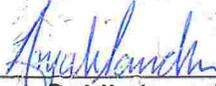
The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 1, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Cannabis Store Inc., and not in its personal or corporate capacity

**This is Exhibit "C"
referred to in the Affidavit of John Arbuthnot IV,
sworn before me at Winnipeg, Manitoba,
this 3rd day of September, 2024**



Arbuthnot

A Notary Public in and for the Province of Manitoba

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Berezan Management (Alta) Ltd., as agent for 812056 Alberta Ltd.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Cannabis Store Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.

2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Lease Agreement made effective as of May 14, 2018, as amended by a Lease Amending Agreement dated July 26, 2023, by and between Berezan Management (Alta) Ltd., as agent for 812056 Alberta Ltd., as Landlord, and the Debtor Company, as Tenant

(the "**Lease Agreement**").

3. In accordance with subsection 32(2) of the Act, any party to the Lease Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Lease Agreement and to the Monitor, apply to the Court for an order that the Lease Agreement is not to be disclaimed or resiliated.

4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Lease Agreement is disclaimed or resiliated on the 31 day of August, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 1, 2024.

Delta 9 Cannabis Store Inc.

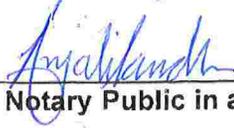
The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 1, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Cannabis Store Inc., and not in its personal or corporate capacity

This is Exhibit "D"
referred to in the Affidavit of John Arbuthnot IV,
sworn before me at Winnipeg, Manitoba,
this 3rd day of September, 2024



A Notary Public in and for the Province of Manitoba

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: Kirkfield Hotel Limited

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Lifestyle Cannabis Clinic Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.
2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Lease Agreement commenced on December 14, 2020, by and between Kirkfield Hotel Limited, as Landlord, and the Debtor Company, as Tenant

(the "**Lease Agreement**").
3. In accordance with subsection 32(2) of the Act, any party to the Lease Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Lease Agreement and to the Monitor, apply to the Court for an order that the Lease Agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Lease Agreement is disclaimed or resiliated on the 21 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, MANITOBA, on August 21st, 2024.

John Arbuthnot

Delta 9 Lifestyle Cannabis Clinic Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 19, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Lifestyle Cannabis Clinic Inc., and not in its personal or corporate capacity

**This is Exhibit "E"
referred to in the Affidavit of John Arbuthnot IV,
sworn before me at Winnipeg, Manitoba,
this 3rd day of September, 2024**



A Notary Public in and for the Province of Manitoba

FORM 4
Notice by Debtor Company to Disclaim or Resiliate an Agreement
(Section 32 of the *Companies' Creditors Arrangement Act* (Canada))

To: Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor and not in its corporate or personal capacity (the "**Monitor**")

And to: 2495720 Alberta Ltd.

TAKE NOTICE THAT:

1. Proceedings under the *Companies' Creditors Arrangement Act* (the "**Act**") in respect of Delta 9 Cannabis Store Inc. (the "**Debtor Company**"), among other parties, were commenced on the 15th day of July 2024.

2. In accordance with subsection 32(1) of the Act, the Debtor Company gives you notice of its intention to disclaim or resiliate the following agreement:

Lease Agreement commenced on September 1, 2020, by and between Artis Liberton Square Ltd., as assigned to 23495720 Alberta Ltd., as Landlord, and Uncle Sam's Cannabis Ltd., as Tenant, as assigned to the Debtor Company, as Tenant

(the "**Lease Agreement**").

3. In accordance with subsection 32(2) of the Act, any party to the Lease Agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the Lease Agreement and to the Monitor, apply to the Court for an order that the Lease Agreement is not to be disclaimed or resiliated.

4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the Lease Agreement is disclaimed or resiliated on the 28 day of September, 2024 being 30 days after the day on which this notice has been given.

Dated at Winnipeg, Manitoba, on August 29, 2024.

John Arbutnot

Delta 9 Cannabis Store Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Calgary, Alberta, on August 29, 2024.



Alvarez & Marsal Canada Inc., in its capacity as Monitor of Delta 9 Cannabis Store Inc., and not in its personal or corporate capacity