

THIS IS EXHIBIT "34" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made the 22nd day of March, 2022.

BETWEEN:

DELTA 9 BIO-TECH INC.
30TH FLOOR, 360 MAIN STREET
WINNIPEG, MB R3C 4G1

(hereinafter called the "Borrower")

OF THE FIRST PART

-AND-

SUNDIAL GROWERS INC.
1600, 421 – 7TH AVENUE SW
CALGARY, AB T2P 4K9

(hereinafter called the "Lender")

OF THE SECOND PART

WHEREAS the Borrower is or is entitled to be the owner of the lands and premises legally described below (herein called the "Property") subject to a second mortgage to the Lender in the original Principal amount of **\$14,000,000.00** (herein after called the "Mortgage"):

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

AND WHEREAS the Borrower has leased or granted a right of use or occupation or license with respect to part of the Property and will from time to time lease or grant a right of use or occupation of or license with respect to parts of the Property (all of which leases, grants and licenses are referred to as the "Leases");

WITNESS THAT IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Lender to the Borrower, the receipt and sufficiency of which is hereby acknowledged by the Borrower, the Borrower and Lender hereby agree as follows:

1. The Borrower hereby specifically assigns, transfers and sets over unto the Lender, its successors and assigns, as general and continuing security for payment of the principal and interest and other monies secured by the Mortgage and for performance of the obligations of the Borrower thereunder, all rents, charges and other monies (herein called the "Rents") now due and payable or accruing due to the Borrower and the benefit of all covenants, agreements and provisos contained in the Leases on the part of the Tenant as well as the reversion of the Leases:

- a. under each and every present and future lease in respect of the whole or any portion of the Property (whether or not pursuant to any lease or agreement to lease or license); and
- b. under each and every present and future guarantee or indemnity of all or any of the obligations under the Leases, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the rents, and to enforce payment of the same in the name of the Borrower, its successors and assigns, or otherwise.

2. The Borrower, notwithstanding the transfer and assignment of the Leases, Rents, guarantees and indemnities, shall be permitted to collect and receive the Rents as and when the same shall become due and payable according to the terms of the Leases until the Borrower is in default under any of the provisions of the Mortgage.

3. The Borrower represents, warrants, covenants and agrees that:

- a. none of the Leases or the Borrower's rights thereunder (including the right to receive the Rents) have been or will be amended, assigned, encumbered, discounted or anticipated in priority to this assignment without the prior written consent of the Lender;
- b. the Borrower will observe and perform all of its obligations under the Leases or future lease and agrees that any failure on the part of the Borrower thereunder shall be deemed to be a default under this Agreement and the Mortgage;

- c. none of the Rents under any of the Leases has been prepaid or will be paid prior to the due date for payment thereof except rent for the ensuing month and except prepaid rent or security deposit as may be set out in the lease and as is set out on the rent roll;
- d. the Borrower will not exercise any right or election that would in any way diminish the tenant's liability under or have the effect of shortening the stated term of any of the Leases, nor will the Borrower modify or amend the Leases or any terms thereof in any way without the prior written consent of the Lender;
- e. the Borrower will pay all costs, charges and expenses of and incidental to the taking, preparation and registration of this Agreement or any notice thereof and of every renewal;
- f. the Leases shall remain in full force and effect regardless of any merger of the interests of the Borrower and a tenant thereunder; and
- g. the Borrower will, if requested by the Lender, enforce the Leases and all remedies available thereunder.

4. Nothing herein contained shall be deemed to have the effect of making the Lender responsible for the collection of the Rents or any part thereof or for the performance of any covenants, terms, obligations or conditions either by the landlord or the tenant contained in the Leases and that the Lender shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them and that the Lender shall be liable to account only for such monies as shall actually come into its hands, less proper collection charges, taxes, assessments, water rates and fire and liability insurance premiums, and that such monies may be applied first on account of any indebtedness of the Borrower to the Lender.

5. The Lender shall not by virtue of this Assignment be deemed to be a mortgagee in possession of the Property or any of them and this Assignment shall not in itself create the relationship of landlord and tenant between the Lender and any tenant.

6. If the Lender shall have exercised its rights under paragraph 2 and shall have received any of the Rents and if the Borrower shall cure the default under the Mortgage which gave rise to such exercise and shall have reinstated the Mortgage, the Lender shall within one (1) month after demand in writing re-deliver possession of the Property to the Borrower who shall resume collection of the Rents and remain in possession until another default occurs, and the Lender will provide the Borrower with details of all Rents received by it prior to such resumption.

7. The Lender shall credit the net amount of income received by it from the Property by virtue of this assignment, including the accumulation of a reserve to meet taxes, assessments, water rates and fire and liability insurance in requisite amounts, the manner of the application of said reserve shall be determined in the sole discretion of the Lender and including all fees, costs or expenses reasonably incurred by the Lender in the exercise of its rights hereunder, including legal fees on a solicitor and own client basis and including a reasonable compensation to such managing agent as it shall elect and employ, to any amounts due and owing to it by the Borrower under the terms of the said Mortgage and shall rebate to the Borrower such sums as may be left over after payment of the above. The Lender shall not be accountable for more monies than it actually received from the Property. The Lender shall make reasonable effort to collect Rents, reserving, however, within its own discretion, the right to determine method of collection and the extent to which enforcement of collection of delinquent Rents shall be prosecuted.

8. The Borrower covenants and agrees that upon the request of the Lender made at any time it will assign, transfer and set over unto the Lender the Leases or such of them so requested by a valid first assignment thereof and the Borrower hereby irrevocably appoints the Lender its attorney to effect and execute such assignment.

9. In the event of default under the Mortgage and thereafter the Lender shall serve notice thereof to the Borrower by personal service (the "Notice"). The Lender shall then give notice to the tenant, user, occupier, licensee, indemnifier or guarantor under any of the Leases requiring the same to pay the Rents to the Lender in the name of the Borrower or may, in its own name as Lender, enter upon the Property to the extent permitted in the Leases and exercise any and all rights of the Borrower with respect thereto, and to facilitate the collection of Rents the Borrower will, upon request, execute a written notice to each tenant directing the tenant to pay Rent to the Lender and which notice shall be binding upon the Borrower and shall not be contested by it. The Lender shall be entitled to enter into possession of the Property and collect the Rents and revenues thereof, distrain in the name of the Lender for the same and appoint its agents to manage the Property and to pay such agents reasonable charges for their services and mortgage the same to the account of the Borrower; any agent so appointed by the Lender shall have the authority and power:

- a. to make any lease or leases of the Property or any part thereof at such rent and on such terms as the Lender in its discretion may consider proper and to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants as the Lender in its discretion shall consider proper; and

- b. to manage generally the Property to the same extent as the Borrower could do:
- i. to collect the Rents and revenues and give good and sufficient receipts and discharges therefore, and in its discretion, distrain in the name of the Borrower for such rents and revenues;
 - ii. to pay all insurance premiums, taxes, necessary repairs, renovations and upkeep, carrying charges, rent or lease commissions, salary of any janitor or caretaker, cost of heating, and any and all payments due on the Mortgage to the Lender; and
 - iii. to accumulate the Rents and revenues in such agent's hands in a reasonable amount to make provision for maturing payments of interest and principal on the Mortgage, and for the payment of taxes, insurance, heating, repairs, renovations and upkeep, costs and expenses of collection of rents and revenues, and other expenses or carrying charges connected with the Property; where any discretionary powers are vested in the Lender or its agents, the same may be exercised by any officer, investment manager or manager of the Lender or its appointed agents as the case may be.

10. Upon repayment of the principal and interest under the Mortgage, the Rents and Leases shall be automatically reassigned to the Borrower and the Borrower shall be entitled at the Borrower's expense to a release and/or reassignment of the Assignment in registerable form, and discharge of any financing statements relating thereto.

11. The provisions of this instrument shall benefit and be binding upon the Borrower and its legal representatives, successors and assigns, as the case may be, and shall benefit and be binding upon the Lender and its successors or assigns. The "Borrower" shall be construed to mean any one (1) or more persons or parties who are holders of the legal title or equity of redemption to or in the Property. The word "Mortgage" shall be construed to mean the instrument securing the indebtedness owned and held by the Lender, whether such instrument be a mortgage, charge, loan deed, trust deed, vendor's lien or otherwise.

12. The Borrower agrees that it will from time to time, at the request of the Lender, and at the expense of the Borrower, execute such further assurances as the Lender shall reasonably require.

[Signature page follows.]

IN WITNESS WHEREOF the hand and seal of the Borrower is hereunto set as of the 22nd day of March, 2022.

DELTA 9 BIO-TECH INC.

Per:  _____
John William Arbuthnot IV, President

THIS IS EXHIBIT "35" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024


A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

GENERAL SECURITY AGREEMENT

Sundial Growers Inc.
(hereinafter called "Sundial")
1600, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Borrower(s): DELTA 9 CANNABIS INC.

1. DEFINITIONS

- (a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").
- (b) In this Agreement:
 - (i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an Instrument;
 - (ii) "Agreed Rate" means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
 - (iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
 - (iv) "Debtor" means the "Borrower(s)";
 - (v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
 - (vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by Sundial prior to their creation or assumption, and
 - (vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

- (a) For value received, the Debtor hereby grants to Sundial, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:
 - (i) all property described in Schedule "A";
 - (ii) all Inventory;
 - (iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
 - (iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
 - (v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - (vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual property; and
 - (vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".
- (b) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".
- (c) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

- (d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to Sundial whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

- (a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to Sundial from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;
- (c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;
- (d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and
- (e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

- (a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;
- (b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;
- (c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of Sundial;
- (d) to notify Sundial promptly of:
 - (i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting the Debtor or Collateral;
 - (iv) any loss or damage to Collateral;
 - (v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
 - (vi) the return to or repossession by the Debtor of Collateral;
- (e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;
- (f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;
- (g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;
- (h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;

- (i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;
- (j) to deliver to Sundial from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as Sundial may reasonably request;
- (k) not to remove any of the Collateral from the jurisdiction in which it is located without the prior written consent of Sundial, and in the case of such removal to provide Sundial with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist Sundial in effecting such further registrations as may be required by Sundial to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so;
- (l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by Sundial;
- (m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:
 - (i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
 - (ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;
 - (iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and
 - (iv) at the request of Sundial, to deliver to Sundial the Debtor's Canadian Wheat Board producer's permit book and to assign to Sundial all of the Debtor's rights thereunder, and
- (n) to permit Sundial, by its officers or authorized agents, at any time, and from time to time, as often as Sundial in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as Sundial may reasonably require. The loss under the policies of insurance shall be made payable to Sundial as its interest may appear and the insurance shall be written by an insurance company approved by Sundial in terms satisfactory to Sundial and the Debtor shall provide Sundial with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to Sundial proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable Sundial to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of Sundial which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with Sundial.

8. COLLATERAL IN POSSESSION OF SUNDIAL, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of Sundial, a Receiver or Sheriff, Sundial, Receiver or Sheriff in possession, as the case may be:

- (a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;
- (b) shall not be required to keep the Collateral identifiable, and
- (c) may use the Collateral in any manner and to any extent Sundial, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes Sundial to transfer the same or any part thereof into its own name or that of its nominee(s) so that Sundial or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, Sundial shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by Sundial or its nominee(s) as such registered owner and agrees that no proxy issued by Sundial to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before or after Default, Sundial may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to Sundial. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for Sundial and shall be turned over to Sundial upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by Sundial pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as Sundial may in its sole discretion determine or, at the option of Sundial, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of Sundial hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ("Default") hereunder:

- (a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;
- (b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and Sundial;
- (c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;
- (d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;
- (e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;
- (f) any of the Encumbrances becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;
- (h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;

- (i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to Sundial to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to Sundial at or prior to the time of such execution;
- (j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (k) at any time, there is a material adverse change in the financial condition of the Debtor, or
- (l) Sundial considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

14. ACCELERATION

In the event of Default, Sundial, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

- (a) Sundial may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;
- (b) Sundial may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as Sundial in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of Sundial (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (c) Sundial may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;
- (d) Sundial may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;
- (e) unless otherwise restricted by his appointment, any Receiver shall have the power:
 - (i) to take possession of any Collateral for that purpose to take any proceedings, in the name of the Debtor or otherwise;
 - (ii) to carry on or concur in carrying on the business of the Debtor;
 - (iii) to sell or lease any Collateral;
 - (iv) to make any arrangement or compromise which he may think expedient in the interest of Sundial;
 - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
 - (vi) to hold as additional security any increase or profits resulting from the Collateral;
 - (vii) to exercise all rights and remedies that Sundial may have under this Agreement, the PPSA or otherwise at law or in equity;
 - (viii) with the written consent of Sundial, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by Sundial, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
 - (ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;
- (f) the Debtor hereby appoints each Receiver appointed by Sundial to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;
- (g) a Receiver appointed by Sundial shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and Sundial shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;

- (h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to Sundial and applied on account of the Indebtedness;
- (i) Sundial may enter upon, use and occupy all premises owned or occupied by the Debtor or wherein the Collateral may be situate;
- (j) before, during or after realizing on the Collateral, Sundial may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by Sundial (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and
- (k) Sundial may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If Sundial realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and Sundial shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

- (a) Upon the Debtor's failure to perform any of its obligations under this Agreement then Sundial may, but shall not be obligated to perform the same and in the event of performance thereof by Sundial the Debtor shall pay to Sundial forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by Sundial in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by Sundial until paid by the Debtor.
- (b) The Debtor shall pay all costs, charges and expenses reasonably incurred by Sundial or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by Sundial shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.
- (c) Sundial may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.
- (d) All amounts paid by Sundial pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right Sundial may have, Sundial may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by Sundial in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to Sundial such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by Sundial, or as may be required by Sundial from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by Sundial to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify Sundial of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of Sundial, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

- (a) Sundial may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as Sundial may see fit without prejudice to the liability of the Debtor or Sundial's right to

hold and realize upon the Security Interest. Sundial may demand, collect and sue on Collateral in either the Debtor's or Sundial's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. Sundial shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.

- (b) No delay or omission by Sundial in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Sundial may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of Sundial granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (c) The Debtor waives protest of any Instrument constituting Collateral at any time held by Sundial in which the Debtor is in any way liable and notice of any other action taken by Sundial.
- (d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against Sundial.
- (e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.
- (f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.
- (g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interest now or hereafter held by Sundial and all such other agreements, securities and Security Interest shall remain in full force and effect.
- (h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.
- (i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation.
- (j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.
- (k) Nothing herein contained shall in any way obligate Sundial to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

- (a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to Sundial.
- (b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to Sundial, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by Sundial as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

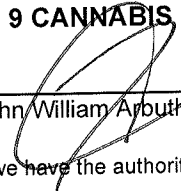
This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as Sundial may elect, and the Debtor agrees to attorn to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 22nd day of March, 2022 at Winnipeg, Manitoba.

DELTA 9 CANNABIS INC.

Per:  _____
John William Arbutnot IV, CEO

I/we have the authority to bind the Corporation

FULL ADDRESS OF DEBTOR

210, 777 - 8th Avenue SW,
Calgary, Alberta T2P 3R5

*Complete Affidavit of Execution if Debtor is an individual or partnership.

SCHEDULE "A"
(DESCRIBED PROPERTY)

*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

Serial Number	Year	Make and Model	Description of Goods

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)
*Obtain Legal Description

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

DELTA 9 CANNABIS INC.

- Registrations in favour of Connect First Credit Union Ltd.

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

GENERAL SECURITY AGREEMENT

Sundial Growers Inc.
(hereinafter called "Sundial")
1600, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Borrower(s): DELTA 9 BIO-TECH INC.

1. DEFINITIONS

- (a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").
- (b) In this Agreement:
 - (i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an Instrument;
 - (ii) "Agreed Rate" means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
 - (iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
 - (iv) "Debtor" means the "Borrower(s)";
 - (v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
 - (vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by Sundial prior to their creation or assumption, and
 - (vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

- (a) For value received, the Debtor hereby grants to Sundial, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:
 - (i) all property described in Schedule "A";
 - (ii) all Inventory;
 - (iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
 - (iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
 - (v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - (vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual property; and
 - (vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".
- (b) For the purposes hereof, the "Collateral" shall be restricted to Collateral which is now, or at any time hereafter, located at, related to, used in connection with, arises from the business or affairs carried on at, and/or generated in respect of, the lands which are municipally known as 760 Pandora Avenue, Winnipeg, Manitoba, Canada and 770 Pandora Avenue, Winnipeg, Manitoba, Canada and/or with the legal descriptions described in Schedule "E", and any amendments to title or subdivisions thereof and all Parts, Accessories, Attachments, Equipment Additions, Accretions and Accessions thereto and Proceeds thereof.

- (c) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".
- (d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (e) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to Sundial whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

- (a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to Sundial from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;
- (c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;
- (d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and
- (e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

- (a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;
- (b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;
- (c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of Sundial;
- (d) to notify Sundial promptly of:
 - (i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting the Debtor or Collateral;
 - (iv) any loss or damage to Collateral;
 - (v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
 - (vi) the return to or repossession by the Debtor of Collateral;
- (e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;
- (f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;

- (g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;
- (h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;
- (i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;
- (j) to deliver to Sundial from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as Sundial may reasonably request;
- (k) not to remove any of the Collateral from the jurisdiction in which it is located without the prior written consent of Sundial, and in the case of such removal to provide Sundial with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist Sundial in effecting such further registrations as may be required by Sundial to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so;
- (l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by Sundial;
- (m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:
 - (i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
 - (ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;
 - (iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and
 - (iv) at the request of Sundial, to deliver to Sundial the Debtor's Canadian Wheat Board producer's permit book and to assign to Sundial all of the Debtor's rights thereunder, and
- (n) to permit Sundial, by its officers or authorized agents, at any time, and from time to time, as often as Sundial in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as Sundial may reasonably require. The loss under the policies of insurance shall be made payable to Sundial as its interest may appear and the insurance shall be written by an insurance company approved by Sundial in terms satisfactory to Sundial and the Debtor shall provide Sundial with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to Sundial proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable Sundial to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of Sundial which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with Sundial.

8. COLLATERAL IN POSSESSION OF SUNDIAL, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of Sundial, a Receiver or Sheriff, Sundial, Receiver or Sheriff in possession, as the case may be:

- (a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;
- (b) shall not be required to keep the Collateral identifiable, and
- (c) may use the Collateral in any manner and to any extent Sundial, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes Sundial to transfer the same or any part thereof into its own name or that of its nominee(s) so that Sundial or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, Sundial shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by Sundial or its nominee(s) as such registered owner and agrees that no proxy issued by Sundial to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before or after Default, Sundial may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to Sundial. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for Sundial and shall be turned over to Sundial upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by Sundial pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as Sundial may in its sole discretion determine or, at the option of Sundial, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of Sundial hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ("Default") hereunder:

- (a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;
- (b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and Sundial;
- (c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;
- (d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;
- (e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;
- (f) any of the Encumbrances becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;

- (h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;
- (i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to Sundial to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to Sundial at or prior to the time of such execution;
- (j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (k) at any time, there is a material adverse change in the financial condition of the Debtor, or
- (l) Sundial considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

14. ACCELERATION

In the event of Default, Sundial, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

- (a) Sundial may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;
- (b) Sundial may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as Sundial in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of Sundial (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (c) Sundial may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;
- (d) Sundial may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;
- (e) unless otherwise restricted by his appointment, any Receiver shall have the power:
 - (i) to take possession of any Collateral for that purpose to take any proceedings, in the name of the Debtor or otherwise;
 - (ii) to carry on or concur in carrying on the business of the Debtor;
 - (iii) to sell or lease any Collateral;
 - (iv) to make any arrangement or compromise which he may think expedient in the interest of Sundial;
 - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
 - (vi) to hold as additional security any increase or profits resulting from the Collateral;
 - (vii) to exercise all rights and remedies that Sundial may have under this Agreement, the PPSA or otherwise at law or in equity;
 - (viii) with the written consent of Sundial, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by Sundial, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
 - (ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;
- (f) the Debtor hereby appoints each Receiver appointed by Sundial to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;

- (g) a Receiver appointed by Sundial shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and Sundial shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;
- (h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to Sundial and applied on account of the Indebtedness;
- (i) Sundial may enter upon, use and occupy all premises owned or occupied by the Debtor or wherein the Collateral may be situate;
- (j) before, during or after realizing on the Collateral, Sundial may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by Sundial (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and
- (k) Sundial may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If Sundial realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and Sundial shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

- (a) Upon the Debtor's failure to perform any of its obligations under this Agreement then Sundial may, but shall not be obligated to perform the same and in the event of performance thereof by Sundial the Debtor shall pay to Sundial forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by Sundial in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by Sundial until paid by the Debtor.
- (b) The Debtor shall pay all costs, charges and expenses reasonably incurred by Sundial or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by Sundial shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.
- (c) Sundial may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.
- (d) All amounts paid by Sundial pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right Sundial may have, Sundial may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by Sundial in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to Sundial such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by Sundial, or as may be required by Sundial from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by Sundial to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify Sundial of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of Sundial, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

- (a) Sundial may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as Sundial may see fit without prejudice to the liability of the Debtor or Sundial's right to hold and realize upon the Security Interest. Sundial may demand, collect and sue on Collateral in either the Debtor's or Sundial's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. Sundial shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.
- (b) No delay or omission by Sundial in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Sundial may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of Sundial granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (c) The Debtor waives protest of any Instrument constituting Collateral at any time held by Sundial in which the Debtor is in any way liable and notice of any other action taken by Sundial.
- (d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against Sundial.
- (e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.
- (f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.
- (g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interest now or hereafter held by Sundial and all such other agreements, securities and Security Interest shall remain in full force and effect.
- (h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.
- (i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation.
- (j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.
- (k) Nothing herein contained shall in any way obligate Sundial to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

- (a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to Sundial.
- (b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to Sundial, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by Sundial as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as Sundial may elect, and the Debtor agrees to attorn to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 22nd day of March, 2022 at Winnipeg, Manitoba.

DELTA 9 BIO-TECH INC.

Per: _____
John William Arbuthnot IV, President

I have the authority to bind the Corporation

FULL ADDRESS OF DEBTOR

30th Floor, 360 Main Street
Winnipeg, Manitoba R3C 4G1

*Complete Affidavit of Execution if Debtor is an individual or partnership.

SCHEDULE "A"
(DESCRIBED PROPERTY)

*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

Serial Number	Year	Make and Model	Description of Goods

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)

*Obtain Legal Description

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

DELTA 9 CANNABIS INC.

- Registrations in favour of Connect First Credit Union Ltd.

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

SCHEDULE "E"
(COLLATERAL LOCATIONS)

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
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IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "G" PLAN 51110 WLTO
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IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

GENERAL SECURITY AGREEMENT

Sundial Growers Inc.
(hereinafter called "Sundial")
1600, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Borrower(s): DELTA 9 LIFESTYLE CANNABIS CLINIC INC.

1. DEFINITIONS

- (a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").
- (b) In this Agreement:
 - (i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an Instrument;
 - (ii) "Agreed Rate" means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
 - (iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
 - (iv) "Debtor" means the "Borrower(s)";
 - (v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
 - (vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by Sundial prior to their creation or assumption, and
 - (vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

- (a) For value received, the Debtor hereby grants to Sundial, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:
 - (i) all property described in Schedule "A";
 - (ii) all Inventory;
 - (iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
 - (iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
 - (v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - (vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual property; and
 - (vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".
- (b) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".
- (c) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

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3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to Sundial whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

- (a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to Sundial from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;
- (c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;
- (d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and
- (e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

- (a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;
- (b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;
- (c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of Sundial;
- (d) to notify Sundial promptly of:
 - (i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting the Debtor or Collateral;
 - (iv) any loss or damage to Collateral;
 - (v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
 - (vi) the return to or repossession by the Debtor of Collateral;
- (e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;
- (f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;
- (g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;
- (h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;

- (i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;
- (j) to deliver to Sundial from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as Sundial may reasonably request;
- (k) not to remove any of the Collateral from the jurisdiction in which it is located without the prior written consent of Sundial, and in the case of such removal to provide Sundial with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist Sundial in effecting such further registrations as may be required by Sundial to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so;
- (l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by Sundial;
- (m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:
 - (i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
 - (ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;
 - (iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and
 - (iv) at the request of Sundial, to deliver to Sundial the Debtor's Canadian Wheat Board producer's permit book and to assign to Sundial all of the Debtor's rights thereunder, and
- (n) to permit Sundial, by its officers or authorized agents, at any time, and from time to time, as often as Sundial in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as Sundial may reasonably require. The loss under the policies of insurance shall be made payable to Sundial as its interest may appear and the insurance shall be written by an insurance company approved by Sundial in terms satisfactory to Sundial and the Debtor shall provide Sundial with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to Sundial proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable Sundial to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of Sundial which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with Sundial.

8. COLLATERAL IN POSSESSION OF SUNDIAL, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of Sundial, a Receiver or Sheriff, Sundial, Receiver or Sheriff in possession, as the case may be:

- (a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;
- (b) shall not be required to keep the Collateral identifiable, and
- (c) may use the Collateral in any manner and to any extent Sundial, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes Sundial to transfer the same or any part thereof into its own name or that of its nominee(s) so that Sundial or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, Sundial shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by Sundial or its nominee(s) as such registered owner and agrees that no proxy issued by Sundial to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before or after Default, Sundial may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to Sundial. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for Sundial and shall be turned over to Sundial upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by Sundial pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as Sundial may in its sole discretion determine or, at the option of Sundial, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of Sundial hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ("Default") hereunder:

- (a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;
- (b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and Sundial;
- (c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;
- (d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;
- (e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;
- (f) any of the Encumbrances becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;
- (h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;

- (i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to Sundial to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to Sundial at or prior to the time of such execution;
- (j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (k) at any time, there is a material adverse change in the financial condition of the Debtor, or
- (l) Sundial considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

14. ACCELERATION

In the event of Default, Sundial, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

- (a) Sundial may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;
- (b) Sundial may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as Sundial in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of Sundial (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (c) Sundial may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;
- (d) Sundial may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;
- (e) unless otherwise restricted by his appointment, any Receiver shall have the power:
 - (i) to take possession of any Collateral for that purpose to take any proceedings, in the name of the Debtor or otherwise;
 - (ii) to carry on or concur in carrying on the business of the Debtor;
 - (iii) to sell or lease any Collateral;
 - (iv) to make any arrangement or compromise which he may think expedient in the interest of Sundial;
 - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
 - (vi) to hold as additional security any increase or profits resulting from the Collateral;
 - (vii) to exercise all rights and remedies that Sundial may have under this Agreement, the PPSA or otherwise at law or in equity;
 - (viii) with the written consent of Sundial, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by Sundial, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
 - (ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;
- (f) the Debtor hereby appoints each Receiver appointed by Sundial to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;

- (g) a Receiver appointed by Sundial shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and Sundial shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;
- (h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to Sundial and applied on account of the Indebtedness;
- (i) Sundial may enter upon, use and occupy all premises owned or occupied by the Debtor or wherein the Collateral may be situate;
- (j) before, during or after realizing on the Collateral, Sundial may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by Sundial (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and
- (k) Sundial may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If Sundial realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and Sundial shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

- (a) Upon the Debtor's failure to perform any of its obligations under this Agreement then Sundial may, but shall not be obligated to perform the same and in the event of performance thereof by Sundial the Debtor shall pay to Sundial forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by Sundial in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by Sundial until paid by the Debtor.
- (b) The Debtor shall pay all costs, charges and expenses reasonably incurred by Sundial or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by Sundial shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.
- (c) Sundial may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.
- (d) All amounts paid by Sundial pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right Sundial may have, Sundial may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by Sundial in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to Sundial such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by Sundial, or as may be required by Sundial from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by Sundial to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify Sundial of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of Sundial, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

- (a) Sundial may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as Sundial may see fit without prejudice to the liability of the Debtor or Sundial's right to hold and realize upon the Security Interest. Sundial may demand, collect and sue on Collateral in either the Debtor's or Sundial's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. Sundial shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.
- (b) No delay or omission by Sundial in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Sundial may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of Sundial granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (c) The Debtor waives protest of any Instrument constituting Collateral at any time held by Sundial in which the Debtor is in any way liable and notice of any other action taken by Sundial.
- (d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against Sundial.
- (e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.
- (f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.
- (g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interest now or hereafter held by Sundial and all such other agreements, securities and Security Interest shall remain in full force and effect.
- (h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.
- (i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation.
- (j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.
- (k) Nothing herein contained shall in any way obligate Sundial to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

- (a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to Sundial.
- (b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to Sundial, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by Sundial as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as Sundial may elect, and the Debtor agrees to attend to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 22nd day of March, 2022 at Winnipeg, Manitoba.

DELTA 9 LIFESTYLE CANNABIS CLINIC INC.

Per: _____

John William Arbutnot IV, President

I have the authority to bind the Corporation

FULL ADDRESS OF DEBTOR

30th Floor, 360 Main Street
Winnipeg, Manitoba R3C 4G1

*Complete Affidavit of Execution if Debtor is an individual or partnership.

SCHEDULE "A"
(DESCRIBED PROPERTY)

*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

Serial Number	Year	Make and Model	Description of Goods

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)
*Obtain Legal Description

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

DELTA 9 CANNABIS INC.

- Registrations in favour of Connect First Credit Union Ltd.

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

GENERAL SECURITY AGREEMENT

Sundial Growers Inc.
(hereinafter called "Sundial")
1600, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Borrower(s): DELTA 9 CANNABIS STORE INC.

1. DEFINITIONS

- (a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").
- (b) In this Agreement:
 - (i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an Instrument;
 - (ii) "Agreed Rate" means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
 - (iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
 - (iv) "Debtor" means the "Borrower(s)";
 - (v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
 - (vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by Sundial prior to their creation or assumption, and
 - (vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

- (a) For value received, the Debtor hereby grants to Sundial, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:
 - (i) all property described in Schedule "A";
 - (ii) all Inventory;
 - (iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
 - (iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
 - (v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
 - (vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual property; and
 - (vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".
- (b) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".
- (c) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

- (d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to Sundial whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

- (a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to Sundial from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;
- (c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;
- (d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and
- (e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

- (a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;
- (b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;
- (c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of Sundial;
- (d) to notify Sundial promptly of:
 - (i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral;
 - (iii) the details of any claims or litigation affecting the Debtor or Collateral;
 - (iv) any loss or damage to Collateral;
 - (v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
 - (vi) the return to or repossession by the Debtor of Collateral;
- (e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;
- (f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;
- (g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;
- (h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;

- (i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;
- (j) to deliver to Sundial from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as Sundial may reasonably request;
- (k) not to remove any of the Collateral from the jurisdiction in which it is located without the prior written consent of Sundial, and in the case of such removal to provide Sundial with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist Sundial in effecting such further registrations as may be required by Sundial to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so;
- (l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by Sundial;
- (m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:
 - (i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
 - (ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;
 - (iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and
 - (iv) at the request of Sundial, to deliver to Sundial the Debtor's Canadian Wheat Board producer's permit book and to assign to Sundial all of the Debtor's rights thereunder, and
- (n) to permit Sundial, by its officers or authorized agents, at any time, and from time to time, as often as Sundial in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as Sundial may reasonably require. The loss under the policies of insurance shall be made payable to Sundial as its interest may appear and the insurance shall be written by an insurance company approved by Sundial in terms satisfactory to Sundial and the Debtor shall provide Sundial with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to Sundial proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable Sundial to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of Sundial which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with Sundial.

8. COLLATERAL IN POSSESSION OF SUNDIAL, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of Sundial, a Receiver or Sheriff, Sundial, Receiver or Sheriff in possession, as the case may be:

- (a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;
- (b) shall not be required to keep the Collateral identifiable, and
- (c) may use the Collateral in any manner and to any extent Sundial, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes Sundial to transfer the same or any part thereof into its own name or that of its nominee(s) so that Sundial or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, Sundial shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by Sundial or its nominee(s) as such registered owner and agrees that no proxy issued by Sundial to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before or after Default, Sundial may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to Sundial. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for Sundial and shall be turned over to Sundial upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by Sundial pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as Sundial may in its sole discretion determine or, at the option of Sundial, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of Sundial hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ("Default") hereunder:

- (a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;
- (b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and Sundial;
- (c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;
- (d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;
- (e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;
- (f) any of the Encumbrances becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;
- (h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;

- (i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to Sundial to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to Sundial at or prior to the time of such execution;
- (j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (k) at any time, there is a material adverse change in the financial condition of the Debtor, or
- (l) Sundial considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

14. ACCELERATION

In the event of Default, Sundial, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

- (a) Sundial may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;
- (b) Sundial may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as Sundial in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of Sundial (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (c) Sundial may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;
- (d) Sundial may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;
- (e) unless otherwise restricted by his appointment, any Receiver shall have the power:
 - (i) to take possession of any Collateral for that purpose to take any proceedings, in the name of the Debtor or otherwise;
 - (ii) to carry on or concur in carrying on the business of the Debtor;
 - (iii) to sell or lease any Collateral;
 - (iv) to make any arrangement or compromise which he may think expedient in the interest of Sundial;
 - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
 - (vi) to hold as additional security any increase or profits resulting from the Collateral;
 - (vii) to exercise all rights and remedies that Sundial may have under this Agreement, the PPSA or otherwise at law or in equity;
 - (viii) with the written consent of Sundial, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by Sundial, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
 - (ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;
- (f) the Debtor hereby appoints each Receiver appointed by Sundial to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;
- (g) a Receiver appointed by Sundial shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and Sundial shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;

- (h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to Sundial and applied on account of the Indebtedness;
- (i) Sundial may enter upon, use and occupy all premises owned or occupied by the Debtor or wherein the Collateral may be situate;
- (j) before, during or after realizing on the Collateral, Sundial may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by Sundial (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and
- (k) Sundial may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If Sundial realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and Sundial shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

- (a) Upon the Debtor's failure to perform any of its obligations under this Agreement then Sundial may, but shall not be obligated to perform the same and in the event of performance thereof by Sundial the Debtor shall pay to Sundial forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by Sundial in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by Sundial until paid by the Debtor.
- (b) The Debtor shall pay all costs, charges and expenses reasonably incurred by Sundial or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by Sundial shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.
- (c) Sundial may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.
- (d) All amounts paid by Sundial pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right Sundial may have, Sundial may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by Sundial in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to Sundial such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by Sundial, or as may be required by Sundial from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by Sundial to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify Sundial of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of Sundial, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

- (a) Sundial may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as Sundial may see fit without prejudice to the liability of the Debtor or Sundial's right to

hold and realize upon the Security Interest. Sundial may demand, collect and sue on Collateral in either the Debtor's or Sundial's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. Sundial shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.

- (b) No delay or omission by Sundial in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Sundial may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of Sundial granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (c) The Debtor waives protest of any Instrument constituting Collateral at any time held by Sundial in which the Debtor is in any way liable and notice of any other action taken by Sundial.
- (d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against Sundial.
- (e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.
- (f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.
- (g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interest now or hereafter held by Sundial and all such other agreements, securities and Security Interest shall remain in full force and effect.
- (h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.
- (i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation.
- (j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.
- (k) Nothing herein contained shall in any way obligate Sundial to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

- (a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to Sundial.
- (b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to Sundial, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by Sundial as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as Sundial may elect, and the Debtor agrees to attorn to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 22nd day of March, 2022 at Winnipeg, Manitoba.

DELTA 9 CANNABIS STORE, INC.

Per: _____

John William Arbuthnot IV, President

I have the authority to bind the Corporation

FULL ADDRESS OF DEBTOR

30th Floor, 360 Main Street
Winnipeg, Manitoba R3C 4G1

*Complete Affidavit of Execution if Debtor is an individual or partnership.

SCHEDULE "A"
(DESCRIBED PROPERTY)

*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

Serial Number	Year	Make and Model	Description of Goods

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)

*Obtain Legal Description

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

DELTA 9 CANNABIS INC.

- Registrations in favour of Connect First Credit Union Ltd.

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

THIS IS EXHIBIT "36" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

GUARANTEE AND POSTPONEMENT (of a Corporation)

TO SUNDIAL GROWERS INC.:

IN CONSIDERATION OF SUNDIAL GROWERS INC. ("Sundial") dealing with Delta 9 Cannabis Inc. of 210, 777 - 8th Avenue SW, Calgary, Alberta T2P 3R5 (hereinafter referred to as the "Customer") the undersigned hereby jointly and severally guarantee(s) payment to Sundial of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to Sundial from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other Corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to:

- unlimited,
- interest from the date of demand for payment at the rate(s) agreed upon between Sundial and the Customer, and
- solicitor-client costs as provided for hereunder.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and Sundial shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and monies, advances, renewals or credits, in fact borrowed or obtained from Sundial in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of monies, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal.

IT IS FURTHER AGREED that Sundial, without notice to the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as Sundial may see fit, and that all dividends, compositions, and monies received by Sundial from the Customer or from any other persons or estates capable of being applied by Sundial in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and Sundial shall be entitled to prove against the estate of the Customer upon any insolvency of winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to Sundial in respect of any such proof until Sundial shall have received from such estate payment in full of its claim with interest.

The undersigned agrees that Sundial may, without notice to the Guarantor(s), agree to change the interest rate on any or all of the debts and liabilities guaranteed herein by either raising or reducing the said interest rate, and that the undersigned shall be bound by such changes and interest rate and the undersigned further agrees that such changes in interest rate will in no way limit or lessen the liability of the undersigned and this Guarantee.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to Sundial, but Sundial shall not be obliged to exhaust its recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every of the debts and liabilities hereby guaranteed: Provided always that the undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further

liability under this continuing guarantee by ninety days' notice in writing to be given to Sundial, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under this guarantee in respect of any sum or sums of money owing to Sundial as aforesaid on the date such notice expired and also in respect of any contingent of future liabilities incurred to or by Sundial on or before such date but maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representative. Every Certificate issued under the hand of the Manager or Acting Manager of Sundial for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to Sundial, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to Sundial and is covered hereby.

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent Sundial from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by Sundial.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to Sundial and all monies received by any of the undersigned or their or his assigns thereon shall be received as Trustees for Sundial and shall be paid over to Sundial.

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by Sundial.

IN THE EVENT Sundial engages a solicitor to effect collection of the amount outstanding under this guarantee, the undersigned agrees to pay the full costs of said solicitors as between solicitor and client.

AS WITNESS the hands and seals of the undersigned, at Winnipeg, Manitoba, this 22nd day of March, 2022.

DELTA 9 BIO-TECH INC.

Per: _____
John William Arbuthnot IV, President

I have the authority to bind the Corporation

GUARANTEE AND POSTPONEMENT (of a Corporation)

TO SUNDIAL GROWERS INC.:

IN CONSIDERATION OF SUNDIAL GROWERS INC. ("Sundial") dealing with Delta 9 Cannabis Inc. of 210, 777 - 8th Avenue SW, Calgary, Alberta T2P 3R5 (hereinafter referred to as the "Customer") the undersigned hereby jointly and severally guarantee(s) payment to Sundial of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to Sundial from or by the Customer or by any successor corporation of the Customer and whether incurred by the Customer alone or jointly with any other Corporation, person or persons, or otherwise howsoever; provided, however, that the liability of the undersigned and of each of the undersigned herein is limited to:

- unlimited,
- interest from the date of demand for payment at the rate(s) agreed upon between Sundial and the Customer, and
- solicitor-client costs as provided for hereunder.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Customer, shall in any way affect the liability of the undersigned or any of them, either with respect to transactions occurring before or after any such change, and Sundial shall not be concerned to see or inquire into the powers of the Customer or any of its directors or other agents, acting or purporting to act on its behalf, and monies, advances, renewals or credits, in fact borrowed or obtained from Sundial in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of monies, advances, renewals or credits shall be in excess of the powers of the Customer or of its directors or other agents aforesaid, or be in any way irregular, defective or informal.

IT IS FURTHER AGREED that Sundial, without notice to the undersigned and without exonerating in whole or in part the undersigned, or any of them (if more than one), may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from, or from perfecting securities of, may accept compositions from, and may otherwise deal with the Customer and all other persons (including the undersigned, or any one of them, and any other guarantor) and securities, as Sundial may see fit, and that all dividends, compositions, and monies received by Sundial from the Customer or from any other persons or estates capable of being applied by Sundial in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and Sundial shall be entitled to prove against the estate of the Customer upon any insolvency of winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to Sundial in respect of any such proof until Sundial shall have received from such estate payment in full of its claim with interest.

The undersigned agrees that Sundial may, without notice to the Guarantor(s), agree to change the interest rate on any or all of the debts and liabilities guaranteed herein by either raising or reducing the said interest rate, and that the undersigned shall be bound by such changes and interest rate and the undersigned further agrees that such changes in interest rate will in no way limit or lessen the liability of the undersigned and this Guarantee.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to Sundial, but Sundial shall not be obliged to exhaust its recourse against the Customer or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every of the debts and liabilities hereby guaranteed: Provided always that the undersigned, or any one or more of them (if more than one), or the respective executors, administrators or legal representatives of any of the undersigned, may determine his or their further

liability under this continuing guarantee by ninety days' notice in writing to be given to Sundial, and the liability hereunder of the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall continue until the expiration of ninety days after the giving of such notice, notwithstanding the death or insanity of the undersigned, and after the expiry of such notice the undersigned and each of them (if more than one), and his or their respective executors, administrators and legal representatives shall remain liable under this guarantee in respect of any sum or sums of money owing to Sundial as aforesaid on the date such notice expired and also in respect of any contingent or future liabilities incurred to or by Sundial on or before such date but maturing thereafter, but such determination in any manner of further liability of any one or more of the undersigned or of the respective executors, administrators or legal representatives of any of the undersigned shall not prevent the continuance of the liability hereunder of any others or other of the undersigned or of their or his respective executors, administrators, or legal representative. Every Certificate issued under the hand of the Manager or Acting Manager of Sundial for the time being at the Branch where the Customer's account shall be kept, purporting to show the amount at any particular time due and payable to Sundial, and covered by this guarantee, shall be received as conclusive evidence as against the undersigned and every one of them (if more than one), and his or their respective executors, administrators and legal representatives, that such amount is at such time so due and payable to Sundial and is covered hereby.

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent Sundial from proceeding at its election against the undersigned in the Courts of any other Province or country.

NOTWITHSTANDING the provisions of any Statute relating to the rate of interest payable by debtors, this contract shall remain in full force and effect whatever the rate of interest received or demanded by Sundial.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned and each of them are hereby postponed to the debts and liabilities of the Customer to Sundial and all monies received by any of the undersigned or their or his assigns thereon shall be received as Trustees for Sundial and shall be paid over to Sundial.

THE UNDERSIGNED and each of them (if more than one) acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned or any of them (if more than one) affecting the liability of the undersigned or any of them (if more than one) under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other Guarantees held or which may hereafter be held by Sundial.

IN THE EVENT Sundial engages a solicitor to effect collection of the amount outstanding under this guarantee, the undersigned agrees to pay the full costs of said solicitors as between solicitor and client.

AS WITNESS the hands and seals of the undersigned, at Winnipeg, Manitoba, this 22nd day of March, 2022.

DELTA 9 CANNABIS STORE INC.

Per: _____
John William Arbuthnot IV, President

I have the authority to bind the Corporation

THIS IS EXHIBIT "37" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Summary of PPR Registrations – Delta 9 Applicants (as of July 11, 2024)

British Columbia PPSA

Debtor	Secured Party	Registration Number	Registration Date	Registered Instrument
D9 Parent	SNDL	560587N	February 25, 2022	PPSA Security Agreement
	SNDL	631802N	March 30, 2022	PPSA Security Agreement
Bio-Tech	CFCU	560585N	February 25, 2022	PPSA Security Agreement
	SNDL	631817N	March 30, 2022	PPSA Security Agreement
Lifestyle	CFCU	560579N	February 25, 2022	PPSA Security Agreement
	CFCU	560581N	February 25, 2022	PPSA Security Agreement
	SNDL	631824N	March 30, 2022	PPSA Security Agreement
Store	SNDL	560582N	February 25, 2022	PPSA Security Agreement
	SNDL	631807N	March 30, 2022	PPSA Security Agreement
Logistics	N/A			

Alberta PPSA

Debtor	Secured Party	Registration Number	Registration Date	Registered Instrument
D9 Parent	SNDL	22022429275	February 24, 2022	Security Agreement
	SNDL	22033024932	March 30, 2022	Security Agreement
Bio-Tech	SNDL	22022429294	February 24, 2022	Security Agreement
	SNDL	22033024979	March 30, 2022	Security Agreement
Lifestyle	CFCU	22022429307	February 24, 2022	Security Agreement
	CFCU	22022429367	February 24, 2022	Security Agreement
	SNDL	22033024944	March 30, 2022	Security Agreement
Store	SNDL	22022429285	February 24, 2022	Security Agreement
	SNDL	22033024966	March 30, 2022	Security Agreement
Logistics	N/A			

Saskatchewan PPSA

Debtor	Secured Party	Registration Number	Registration Date	Registered Instrument
D9 Parent	SNDL	302262153	February 25, 2022	Personal Property Security Agreement
	Sundial / SNDL Inc.	302553087	May 21, 2024	Personal Property Security Agreement
Bio-Tech	SNDL	302262152	February 25, 2022	Personal Property Security Agreement
	Sundial / SNDL Inc.	302553086	May 21, 2024	Personal Property Security Agreement
Lifestyle	CFCU	302262148	February 25, 2022	Personal Property Security Agreement
	CFCU	302262149	February 25, 2022	Personal Property Security Agreement
Store	SNDL	302262150	February 25, 2022	Personal Property Security Agreement
	Sundial / SNDL Inc.	302553091	May 21, 2024	Personal Property Security Agreement
Logistics	N/A			

Manitoba PPSA

Debtor	Secured Party	Registration Number	Registration Date	Registered Under
D9 Parent	SNDL	202202765701	February 24, 2022	The Personal Property Security Act
D9 Parent / Lifestyle	SNDL	202202766708	February 24, 2022	The Personal Property Security Act
D9 Parent	SNDL	202204341003	March 22, 2022	The Personal Property Security Act
Bio-Tech	CWB	201818418103	October 11, 2018	The Personal Property Security Act re PMSI interest
	SNDL	202202765000	February 24, 2022	The Personal Property Security Act
	SNDL	202202765400	February 24, 2022	The Personal Property Security Act
	SNDL	202204339203	March 22, 2022	The Personal Property Security Act
	SNDL	202204340309	March 22, 2022	The Personal Property Security Act
	Linde Canada Inc.	202313026207	August 8, 2023	The Personal Property Security Act
Lifestyle	SNDL	202202766201	February 24, 2022	The Personal Property Security Act
Lifestyle / D9 Parent	SNDL	202202766708	February 24, 2022	The Personal Property Security Act
Lifestyle	SNDL	202204341500	March 22, 2022	The Personal Property Security Act
Store	SNDL	202202766503	February 24, 2022	The Personal Property Security Act
	SNDL	202204341909	March 22, 2022	The Personal Property Security Act
Logistics	N/A			

THIS IS EXHIBIT "38" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024


A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Business Debtor - "Delta 9 Cannabis Inc"

Search Date and Time: July 11, 2024 at 8:25:35 am Pacific time
Account Name: MLT AIKINS LLP
Folio Number: 136555.34

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2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 7

	Base Registration	Base Registration Date	Debtor Name	Page
1	560587N	February 25, 2022	* DELTA 9 CANNABIS INC.	2
2	631802N	March 30, 2022	* DELTA 9 CANNABIS INC.	5

Base Registration Number: 560587N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 25, 2022 at 12:09:33 pm Pacific time
Current Expiry Date and Time:	February 25, 2035 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2024 at 8:25:35 am Pacific time)

Secured Party Information

SNDL INC.

Address

300-919 11 AVE SW
CALGARY AB
T2R 1P3 Canada

Debtor Information

DELTA 9 CANNABIS INC.

Address

210, 777 - 8TH AVENUE SW
CALGARY AB
T2P 3R5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Original Registering Party

**ELDOR-WAL REGISTRATIONS (1987)
LTD.**

Address

1200, 10123 99 STREET NW
EDMONTON AB
T5J 3H1 Canada



HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: July 8, 2024 at 9:59:20 am Pacific time
Registration Number: 492360Q
Description: Secured Party Transfer from Connect First Credit Union Ltd. to SNDL Inc.

Secured Party Information

SNDL INC.

ADDED

Address

300-919 11 AVE SW
CALGARY AB
T2R 1P3 Canada

Registering Party Information

MCCARTHY TETRAULT LLP

Address

SUITE 2400
745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

Base Registration Number: 631802N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 30, 2022 at 11:04:09 am Pacific time
Current Expiry Date and Time:	March 30, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2024 at 8:25:35 am Pacific time)

Secured Party Information

SNDL INC.

Address

300-919 11 AVE SW
CALGARY AB
T2R 1P3 Canada

Debtor Information

DELTA 9 CANNABIS INC.

Address

210, 777 - 8TH AVENUE SW
CALGARY AB
T2P 3R5 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Original Registering Party

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada



HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: July 8, 2024 at 10:36:39 am Pacific time
Registration Number: 492590Q
Description:

Secured Party Information

SNDL INC.

ADDED

Address

300-919 11 AVE SW
CALGARY AB
T2R 1P3 Canada

Registering Party Information

MCCARTHY TETRAULT LLP

Address

SUITE 2400
745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

Business Debtor - "Delta 9 Bio-Tech Inc"

Search Date and Time: July 11, 2024 at 8:27:57 am Pacific time
Account Name: MLT AIKINS LLP
Folio Number: 136555.34

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 8

	Base Registration	Base Registration Date	Debtor Name	Page
1	560585N	February 25, 2022	* DELTA 9 BIO-TECH INC.	2
2	631817N	March 30, 2022	* DELTA 9 BIO-TECH INC.	6

Base Registration Number: 560585N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 25, 2022 at 12:09:00 pm Pacific time
Current Expiry Date and Time:	February 25, 2035 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2024 at 8:27:57 am Pacific time)

Secured Party Information

CONNECT FIRST CREDIT UNION LTD.

Address

P.O. BOX 908
CALGARY AB
T2P 2J6 Canada

Debtor Information

DELTA 9 BIO-TECH INC.

Address

30TH FLOOR, 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

Vehicle Collateral

None

General Collateral

March 28, 2022 at 12:26:57 pm Pacific time

DELETED

PARCEL "L" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER THE SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH
PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION
WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF
THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 760 PANDORA AVENUE, WINNIPEG, MANITOBA
AND/OR LEGALLY DESCRIBED AS:

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH
PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION
WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF
THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 770 PANDORA AVENUE, WINNIPEG, MANITOBA
AND/OR LEGALLY DESCRIBED AS:

PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO

IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS
PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "L" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER THE SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PROCEEDS: GOODS, ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, INVESTMENT PROPERTY,
DOCUMENTS OF TITLE, INSTRUMENTS AND INSURANCE PROCEEDS.

Original Registering Party

**ELDOR-WAL REGISTRATIONS (1987)
LTD.**

Address

1200, 10123 99 STREET NW
EDMONTON AB
T5J 3H1 Canada

HISTORY

(Showing most recent first)

AMENDMENT - COLLATERAL DELETED

Registration Date and Time: March 28, 2022 at 12:26:57 pm Pacific time
Registration Number: 625491N
Description:

General Collateral

March 28, 2022 at 12:26:57 pm Pacific time

DELETED

PARCEL "L" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER THE SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

Registering Party Information

**ELDOR-WAL REGISTRATIONS
(1987) LTD.**

Address

1200, 10123 99 STREET NW
EDMONTON AB
T5J 3H1 Canada

Base Registration Number: 631817N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 30, 2022 at 11:09:07 am Pacific time
Current Expiry Date and Time:	March 30, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2024 at 8:27:57 am Pacific time)

Secured Party Information

SUNDIAL GROWERS INC.

Address

1600, 421 – 7TH AVENUE SW
CALGARY AB
T2P 4K9 Canada

Debtor Information

DELTA 9 BIO-TECH INC.

Address

30TH FLOOR, 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 760 PANDORA AVENUE, WINNIPEG, MANITOBA AND/OR LEGALLY DESCRIBED AS:

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 770 PANDORA AVENUE, WINNIPEG, MANITOBA AND/OR LEGALLY DESCRIBED AS:

PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "K" PLAN 51110 WLTO

IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "L" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER THE SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PROCEEDS: GOODS, ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, INVESTMENT PROPERTY,
DOCUMENTS OF TITLE, INSTRUMENTS AND INSURANCE PROCEEDS.

Original Registering Party

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

Business Debtor - "Delta 9 Lifestyle Cannabis Clinic Inc"

Search Date and Time: July 11, 2024 at 8:28:12 am Pacific time
Account Name: MLT AIKINS LLP
Folio Number: 136555.34

TABLE OF CONTENTS

3 Matches in 3 Registrations in Report

Exact Matches: 3 (*)

Total Search Report Pages: 7

	Base Registration	Base Registration Date	Debtor Name	Page
1	560579N	February 25, 2022	* DELTA 9 LIFESTYLE CANNABIS CLINIC INC.	2
2	560581N	February 25, 2022	* DELTA 9 LIFESTYLE CANNABIS CLINIC INC.	4
3	631824N	March 30, 2022	* DELTA 9 LIFESTYLE CANNABIS CLINIC INC.	6

Base Registration Number: 560579N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 25, 2022 at 12:07:46 pm Pacific time
Current Expiry Date and Time:	February 25, 2035 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2024 at 8:28:12 am Pacific time)

Secured Party Information

CONNECT FIRST CREDIT UNION LTD.

Address

P.O. BOX 908
CALGARY AB
T2P 2J6 Canada

Debtor Information

DELTA 9 LIFESTYLE CANNABIS CLINIC INC.

Address

30TH FLOOR, 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ANY AND ALL PRESENT AND FUTURE ACCOUNTS, MONIES AND ALL OTHER INDEBTEDNESS, OBLIGATIONS, AND LIABILITIES OF ANY KIND, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, JOINT OR SEVERAL OF DELTA 9 CANNABIS INC. WHICH ARE NOW OR HEREAFTER OWED TO THE DEBTOR AND ALL INSTRUMENTS, DOCUMENTS, AGREEMENTS, CHOSSES IN ACTION, CLAIMS AND/OR DEMANDS IN RESPECT OF THEREOF, OR IN ANY WAY RELATED THERETO.

Original Registering Party

**ELDOR-WAL REGISTRATIONS (1987)
LTD.**

Address

1200, 10123 99 STREET NW
EDMONTON AB
T5J 3H1 Canada



Base Registration Number: 560581N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 25, 2022 at 12:08:18 pm Pacific time
Current Expiry Date and Time:	February 25, 2035 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2024 at 8:28:12 am Pacific time)

Secured Party Information

CONNECT FIRST CREDIT UNION LTD.

Address

P.O. BOX 908
CALGARY AB
T2P 2J6 Canada

Debtor Information

DELTA 9 LIFESTYLE CANNABIS CLINIC INC.

Address

30TH FLOOR, 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Original Registering Party

**ELDOR-WAL REGISTRATIONS (1987)
LTD.**

Address

1200, 10123 99 STREET NW
EDMONTON AB
T5J 3H1 Canada



Base Registration Number: 631824N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 30, 2022 at 11:12:52 am Pacific time
Current Expiry Date and Time:	March 30, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2024 at 8:28:12 am Pacific time)

Secured Party Information

SUNDIAL GROWERS INC.

Address

1600, 421 – 7TH AVENUE SW
CALGARY AB
T2P 4K9 Canada

Debtor Information

**DELTA 9 LIFESTYLE CANNABIS
CLINIC INC.**

Address

30TH FLOOR, 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS,
RENEWALS OR REPLACEMENTS THEREOF.

Original Registering Party

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada



Business Debtor - "Delta 9 Cannabis Store Inc."

Search Date and Time: July 11, 2024 at 8:28:29 am Pacific time
Account Name: MLT AIKINS LLP
Folio Number: 136555.34

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 7

	Base Registration	Base Registration Date	Debtor Name	Page
1	560582N	February 25, 2022	* DELTA 9 CANNABIS STORE INC.	2
2	631807N	March 30, 2022	* DELTA 9 CANNABIS STORE INC.	5

Base Registration Number: 560582N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	February 25, 2022 at 12:08:36 pm Pacific time
Current Expiry Date and Time:	February 25, 2035 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2024 at 8:28:29 am Pacific time)

Secured Party Information

SNDL INC.

Address

300-919 11 AVE SW
CALGARY AB
T2R 1P3 Canada

Debtor Information

DELTA 9 CANNABIS STORE INC.

Address

30TH FLOOR, 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Original Registering Party

**ELDOR-WAL REGISTRATIONS (1987)
LTD.**

Address

1200, 10123 99 STREET NW
EDMONTON AB
T5J 3H1 Canada



HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: July 8, 2024 at 10:01:23 am Pacific time
Registration Number: 492367Q
Description: Secured Party Transfer from Connect First Credit Union Ltd. to SNDL Inc.

Secured Party Information

SNDL INC.

ADDED

Address

300-919 11 AVE SW
CALGARY AB
T2R 1P3 Canada

Registering Party Information

MCCARTHY TETRAULT LLP

Address

SUITE 2400
745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

Base Registration Number: 631807N

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	March 30, 2022 at 11:05:42 am Pacific time
Current Expiry Date and Time:	March 30, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of July 11, 2024 at 8:28:29 am Pacific time)

Secured Party Information

SNDL INC.

Address

300-919 11 AVE SW
CALGARY AB
T2R 1P3 Canada

Debtor Information

DELTA 9 CANNABIS STORE INC.

Address

30TH FLOOR, 360 MAIN STREET
WINNIPEG MB
R3C 4G1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Original Registering Party

DENTONS CANADA LLP

Address

20TH FLOOR 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada



HISTORY

(Showing most recent first)

AMENDMENT - SECURED PARTIES AMENDED

Registration Date and Time: July 8, 2024 at 10:38:01 am Pacific time
Registration Number: 492594Q
Description:

Secured Party Information

SNDL INC.

ADDED

Address

300-919 11 AVE SW
CALGARY AB
T2R 1P3 Canada

Registering Party Information

MCCARTHY TETRAULT LLP

Address

SUITE 2400
745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada

Business Debtor - "Delta 9 Logistics Inc"

Search Date and Time: July 11, 2024 at 8:26:01 am Pacific time
Account Name: MLT AIKINS LLP
Folio Number: 136555.34

NO REGISTRATIONS SELECTED

0 Matches in 0 Registrations in Report

Exact Matches: 0 (*)

Total Search Report Pages: 0

No registered liens or encumbrances have been found on file that match EXACTLY to the search criteria listed above and no similar matches to the criteria have been selected by the searching party.



THIS IS EXHIBIT "39" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA

Search ID #: Z17581487

Transmitting Party

MLT AIKINS LLP

2100 222 3rd AVE SW
Calgary, AB T2P 0B4

Party Code: 60006660

Phone #: 403 693 4331

Reference #: 136555.34/cef

Search ID #: Z17581487

Date of Search: 2024-Jul-11

Time of Search: 09:13:17

Business Debtor Search For:

DELTA 9 CANNABIS INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z17581487

Business Debtor Search For:

DELTA 9 CANNABIS INC.

Search ID #: Z17581487

Date of Search: 2024-Jul-11

Time of Search: 09:13:17

Registration Number: 22022429275

Registration Date: 2022-Feb-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2035-Feb-24 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

24070817312

Amendment

2024-Jul-08

Debtor(s)

Block

Status

Current

1 DELTA 9 CANNABIS INC.
210, 777 - 8TH AVENUE SW
CALGARY, AB T2P 3R5

Secured Party / Parties

Block

Status

Deleted by
24070817312

1 CONNECT FIRST CREDIT UNION LTD.
P.O. BOX 908
CALGARY, AB T2P 2J6
Email: pprnotifications@connectfirstcu.com

Block

Status

Current by
24070817312

2 SNDL INC.
#300, 919 - 11 AVENUE SW
CALGARY, AB T2R 1P3
Email: info@SNDL.com

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY
AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Current

00755

Search ID #: Z17581487

Business Debtor Search For:

DELTA 9 CANNABIS INC.

Search ID #: Z17581487

Date of Search: 2024-Jul-11

Time of Search: 09:13:17

Registration Number: 22033024932

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Mar-30

Registration Status: Current

Expiry Date: 2027-Mar-30 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

24070819704

Amendment

2024-Jul-08

Debtor(s)

Block

Status

Current

1 DELTA 9 CANNABIS INC.
210, 777 - 8TH AVENUE SW
CALGARY, AB T2P 3R5

Secured Party / Parties

Block

Status

Deleted by
24070819704

1 SUNDIAL GROWERS INC.
1600, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9
Email: jkeough@sundialgrowers.com

Block

Status

Current by
24070819704

2 SNDL INC.
#300, 919 - 11 AVENUE SW
CALGARY, AB T2R 1P3
Email: info@SNDL.com

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY
AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Current

00756

Search ID #: Z17581487

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

DELTA 9 CANNABIS STORE INC.
30TH FLOOR, 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Reg.#

22022429285

SECURITY AGREEMENT

Debtor Name / Address

DELTA 9 CANNABIS STORE INC.
30TH FLOOR, 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Reg.#

22033024966

SECURITY AGREEMENT

Result Complete

Search ID #: Z17581499

Transmitting Party

MLT AIKINS LLP

2100 222 3rd AVE SW
Calgary, AB T2P 0B4

Party Code: 60006660

Phone #: 403 693 4331

Reference #: 136555.34/cef

Search ID #: Z17581499

Date of Search: 2024-Jul-11

Time of Search: 09:14:47

Business Debtor Search For:

DELTA 9 BIO-TECH INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z17581499

Business Debtor Search For:

DELTA 9 BIO-TECH INC.

Search ID #: Z17581499

Date of Search: 2024-Jul-11

Time of Search: 09:14:47

Registration Number: 22022429294

Registration Date: 2022-Feb-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2035-Feb-24 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

22032532944	Amendment	2022-Mar-25
24070817348	Amendment	2024-Jul-08

Debtor(s)

Block

Status

1 DELTA 9 BIO-TECH INC.
30TH FLOOR, 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Current

Secured Party / Parties

Block

Status

1 CONNECT FIRST CREDIT UNION LTD.
P.O. BOX 908
CALGARY, AB T2P 2J6
Email: pprnotifications@connectfirstcu.com

Deleted by
24070817348

Block

Status

2 SNDL INC.
#300, 919 - 11 AVENUE SW
CALGARY, AB T2R 1P3
Email: INFO@SNDL.COM

Current by
24070817348

Search ID #: Z17581499

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 760 PANDORA AVENUE, WINNIPEG, MANITOBA AND/OR LEGALLY DESCRIBED AS:</p> <p>PARCELS A, B, C, D, E AND F PLAN 51110 WLTO EXC FIRSTLY: OUT OF SAID PARCELS A AND C ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN UPON OR UNDER SAID PARCELS A AND C TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS RESERVED IN DEED 2374744 WLTO AND THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS</p>	Current

Search ID #: Z17581499

- 2 ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 770 PANDORA AVENUE, WINNIPEG, MANITOBA AND/OR LEGALLY DESCRIBED AS:
- Deleted By
22032532944
- PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS
- PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS
- PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS
- PARCEL "L" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER THE SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS
- PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746
WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS
- 3 PROCEEDS: GOODS, ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES,
INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS AND
INSURANCE PROCEEDS.
- Current

Search ID #: Z17581499

- 4 ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 770 PANDORA AVENUE, WINNIPEG, MANITOBA AND/OR LEGALLY DESCRIBED AS:
- Current By
22032532944
- PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS
- PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS
- PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS
- PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746
WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

Search ID #: Z17581499

Business Debtor Search For:

DELTA 9 BIO-TECH INC.

Search ID #: Z17581499

Date of Search: 2024-Jul-11

Time of Search: 09:14:47

Registration Number: 22033024979

Registration Date: 2022-Mar-30

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Mar-30 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

24070819865

Amendment

2024-Jul-08

Debtor(s)

Block

Status

Current

1 DELTA 9 BIO-TECH INC.
30TH FLOOR, 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Secured Party / Parties

Block

Status

Deleted by
24070819865

1 SUNDIAL GROWERS INC.
1600, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9
Email: jkeough@sundialgrowers.com

Block

Status

Current by
24070819865

2 SNDL INC.
#300, 919 - 11 AVENUE SW
CALGARY, AB T2R 1P3
Email: INFO@SNDL.COM

Collateral: General

Block

Description

Status

1 ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE
DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT,
RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR
AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND
PREMISES MUNICIPALLY KNOWN AS 760 PANDORA AVENUE, WINNIPEG,
MANITOBA AND/OR LEGALLY DESCRIBED AS:

Current

00763

Search ID #: Z17581499

- | | | |
|---|---|---------|
| 2 | PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH IN
TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS | Current |
| 3 | ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE
DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT,
RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR
AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND
PREMISES MUNICIPALLY KNOWN AS 770 PANDORA AVENUE, WINNIPEG,
MANITOBA AND/OR LEGALLY DESCRIBED AS: | Current |
| 4 | PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS
PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS | Current |
| 5 | PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS | Current |
| 6 | PARCEL "L" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER THE SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS | Current |
| 7 | PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746
WLTO IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD
ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS | Current |
| 8 | PROCEEDS: GOODS, ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES,
INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS AND
INSURANCE PROCEEDS. | Current |

Search ID #: Z17581507

Transmitting Party

MLT AIKINS LLP

2100 222 3rd AVE SW
Calgary, AB T2P 0B4

Party Code: 60006660

Phone #: 403 693 4331

Reference #: 136555.34/cef

Search ID #: Z17581507

Date of Search: 2024-Jul-11

Time of Search: 09:15:26

Business Debtor Search For:

DELTA 9 LIFESTYLE CANNABIS CLINIC INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z17581507

Business Debtor Search For:

DELTA 9 LIFESTYLE CANNABIS CLINIC INC.

Search ID #: Z17581507

Date of Search: 2024-Jul-11

Time of Search: 09:15:26

Registration Number: 22022429307

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Feb-24

Registration Status: Current

Expiry Date: 2035-Feb-24 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 DELTA 9 LIFESTYLE CANNABIS CLINIC INC.
30TH FLOOR, 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Current

Secured Party / Parties

Block

Status

1 CONNECT FIRST CREDIT UNION LTD.
P.O. BOX 908
CALGARY, AB T2P 2J6
Email: pprnotifications@connectfirstcu.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY
AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Current

Search ID #: Z17581507

Business Debtor Search For:

DELTA 9 LIFESTYLE CANNABIS CLINIC INC.

Search ID #: Z17581507

Date of Search: 2024-Jul-11

Time of Search: 09:15:26

Registration Number: 22022429367

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Feb-24

Registration Status: Current

Expiry Date: 2035-Feb-24 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	DELTA 9 LIFESTYLE CANNABIS CLINIC INC. 30TH FLOOR, 360 MAIN STREET WINNIPEG, MB R3C 4G1	Current

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	CONNECT FIRST CREDIT UNION LTD. P.O. BOX 908 CALGARY, AB T2P 2J6 Email: pprnotifications@connectfirstcu.com	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ANY AND ALL PRESENT AND FUTURE ACCOUNTS, MONIES AND ALL OTHER INDEBTEDNESS, OBLIGATIONS, AND LIABILITIES OF ANY KIND, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, JOINT OR SEVERAL OF DELTA 9 CANNABIS INC. WHICH ARE NOW OR HEREAFTER OWED TO THE DEBTOR AND ALL INSTRUMENTS, DOCUMENTS, AGREEMENTS, CHOSSES IN ACTION, CLAIMS AND/OR DEMANDS IN RESPECT OF THEREOF, OR IN ANY WAY RELATED THERETO.	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	Current

Search ID #: Z17581507

Business Debtor Search For:

DELTA 9 LIFESTYLE CANNABIS CLINIC INC.

Search ID #: Z17581507

Date of Search: 2024-Jul-11

Time of Search: 09:15:26

Registration Number: 22033024944

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Mar-30

Registration Status: Current

Expiry Date: 2027-Mar-30 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 DELTA 9 LIFESTYLE CANNABIS CLINIC INC.
30TH FLOOR, 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Current

Secured Party / Parties

Block

Status

1 SUNDIAL GROWERS INC.
1600, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9
Email: jkeough@sundialgrowers.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY
AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Current

Result Complete

Search ID #: Z17581515

Transmitting Party

MLT AIKINS LLP

2100 222 3rd AVE SW
Calgary, AB T2P 0B4

Party Code: 60006660

Phone #: 403 693 4331

Reference #: 136555.34/cef

Search ID #: Z17581515

Date of Search: 2024-Jul-11

Time of Search: 09:16:06

Business Debtor Search For:

DELTA 9 CANNABIS STORE INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z17581515

Business Debtor Search For:

DELTA 9 CANNABIS STORE INC.

Search ID #: Z17581515

Date of Search: 2024-Jul-11

Time of Search: 09:16:06

Registration Number: 22022429285

Registration Date: 2022-Feb-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2035-Feb-24 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

24070817412

Amendment

2024-Jul-08

Debtor(s)

Block

Status

Current

1 DELTA 9 CANNABIS STORE INC.
30TH FLOOR, 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Secured Party / Parties

Block

Status

Deleted by
24070817412

1 CONNECT FIRST CREDIT UNION LTD.
P.O. BOX 908
CALGARY, AB T2P 2J6
Email: pprnotifications@connectfirstcu.com

Block

Status

Current by
24070817412

2 SNDL INC.
#300, 919 - 11 AVENUE SW
CALGARY, AB T2R 1P3
Email: INFO@SNDL.COM

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY
AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Current

00770

Search ID #: Z17581515

Business Debtor Search For:

DELTA 9 CANNABIS STORE INC.

Search ID #: Z17581515

Date of Search: 2024-Jul-11

Time of Search: 09:16:06

Registration Number: 22033024966

Registration Date: 2022-Mar-30

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Mar-30 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

24070819787

Amendment

2024-Jul-08

Debtor(s)

Block

Status

Current

1 DELTA 9 CANNABIS STORE INC.
30TH FLOOR, 360 MAIN STREET
WINNIPEG, MB R3C 4G1

Secured Party / Parties

Block

Status

Deleted by
24070819787

1 SUNDIAL GROWERS INC.
1600, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9
Email: jkeough@sundialgrowers.com

Block

Status

Current by
24070819787

2 SNDL INC.
300, 919 - 11 AVENUE SW
CALGARY, AB T2P 1P3
Email: INFO@SNDL.COM

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY
AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

Current

00771

Search ID #: Z17581515

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

DELTA 9 CANNABIS INC.
210, 777 - 8TH AVENUE SW
CALGARY, AB T2P 3R5

Reg.#

22022429275

SECURITY AGREEMENT

Debtor Name / Address

DELTA 9 CANNABIS INC.
210, 777 - 8TH AVENUE SW
CALGARY, AB T2P 3R5

Reg.#

22033024932

SECURITY AGREEMENT

Result Complete

Search ID #: Z17581495

Transmitting Party

MLT AIKINS LLP

2100 222 3rd AVE SW
Calgary, AB T2P 0B4

Party Code: 60006660

Phone #: 403 693 4331

Reference #: 136555.34/cef

Search ID #: Z17581495

Date of Search: 2024-Jul-11

Time of Search: 09:14:12

Business Debtor Search For:

DELTA 9 LOGISTICS INC.

No Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

Result Complete



THIS IS EXHIBIT "40" TO THE
AFFIDAVIT OF JOHN ARBUTHNOT IV
SWORN BEFORE ME AT WINNIPEG, MANITOBA,
this 12th day of July, 2024



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA



Saskatchewan Personal Property Registry Search Result

Searching Party: Finnerty, Colleen
Search Date: 11-Jul-2024 09:18:06
Search Type: Standard

Search #: 204480843
Client Reference: 136555.34/cef
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

Delta 9 Cannabis Inc.

The following list displays all matches & indicates the ones that were selected.

4 Registration(s) Found: Exacts (2) - Similar (2)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302262153	Personal Property Security Agreement	DELTA 9 CANNABIS INC.	Calgary	N/A
Yes	Exact	302553087	Personal Property Security Agreement	Delta 9 Cannabis Inc.	Calgary	N/A
No	Similar	302262150	Personal Property Security Agreement	DELTA 9 CANNABIS STORE INC.	Winnipeg	N/A
No	Similar	302553091	Personal Property Security Agreement	Delta 9 Cannabis Store Inc.	Winnipeg	N/A



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 25-Feb-2022 14:06:10

Registration #: 302262153
Expiry Date: 25-Feb-2035

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	154370579-1	Address:	Suite 2400-745 Thurlow Street
Entity Type:	Business		Vancouver, British Columbia
Name:	McCarthy Tetrault LLP		V6E0C5 Canada

Secured Party

Item #:	2	Address:	#300, 919 - 11 Avenue SW
Party ID:	154403254-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	SNDL INC.		Canada

Debtor Party

* Item #:	1	Address:	210, 777 - 8th Avenue SW
Party ID:	153860917-1		Calgary, Alberta
Entity Type:	Business		T2P3R5
Name:	DELTA 9 CANNABIS INC.		Canada

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 25-Feb-2022 14:06:10

Registration #: 302262153
Transaction #: 1
Expiry Date: 25-Feb-2035

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153171375-1	Address:	1200, 10123 99 St NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J3H1 Canada



Saskatchewan Personal Property Registry Search Result

Secured Party

Item #:	1	Address:	P.O. Box 908
Party ID:	153860910-1		Calgary, Alberta
Entity Type:	Business		T2P2J6
Name:	CONNECT FIRST CREDIT UNION LTD.		Canada

Debtor Party

Item #:	1	Address:	210, 777 - 8th Avenue SW
Party ID:	153860917-1		Calgary, Alberta
Entity Type:	Business		T2P3R5
Name:	DELTA 9 CANNABIS INC.		Canada

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

History - Amendment

Amendment Date: 08-Jul-2024 11:11:20

Registration #: 302262153

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	154370579-1	Address:	Suite 2400-745 Thurlow Street
Entity Type:	Business		Vancouver, British Columbia
Name:	McCarthy Tetrault LLP		V6E0C5
			Canada

Secured Party

Action:	Delete		
Item #:	1	Address:	P.O. Box 908
Party ID:	153860910-1		Calgary, Alberta
Entity Type:	Business		T2P2J6
Name:	CONNECT FIRST CREDIT UNION LTD.		Canada
Action:	Add		
Item #:	2	Address:	#300, 919 - 11 Avenue SW
Party ID:	154403254-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	SNDL INC.		Canada



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 21-May-2024 10:36:01

Registration #: 302553087
Expiry Date: 21-May-2029

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	154370579-1	Address:	Suite 2400-745 Thurlow Street
Entity Type:	Business		Vancouver, British Columbia
Name:	McCarthy Tetrault LLP		V6E0C5
			Canada

Secured Party

Item #:	1	Address:	#300, 919 – 11 Avenue SW
Party ID:	154370580-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	SNDL Inc.		Canada

Item #:	2	Address:	#300, 919 – 11 Avenue SW
Party ID:	154370582-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	Sundial Growers Inc.		Canada

Debtor Party

* Item #:	1	Address:	210, 777 – 8th Avenue SW
Party ID:	154370584-1		Calgary, Alberta
Entity Type:	Business		T2P3R5
Name:	Delta 9 Cannabis Inc.		Canada

General Property

All of the Debtor's present and after-acquired personal property.

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: Finnerty, Colleen
Search Date: 11-Jul-2024 09:19:23
Search Type: Standard

Search #: 204480847
Client Reference: 136555.34/cef
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

Delta 9 Bio-Tech Inc.

The following list displays all matches & indicates the ones that were selected.

2 Registration(s) Found: Exacts (2) - Similar (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302262152	Personal Property Security Agreement	DELTA 9 BIO-TECH INC.	Winnipeg	N/A
Yes	Exact	302553086	Personal Property Security Agreement	Delta 9 Bio-Tech Inc.	Winnipeg	N/A



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 25-Feb-2022 14:05:54

Registration #: 302262152
Expiry Date: 25-Feb-2035

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	154370579-1	Address:	Suite 2400-745 Thurlow Street
Entity Type:	Business		Vancouver, British Columbia
Name:	McCarthy Tetrault LLP		V6E0C5
			Canada

Secured Party

Item #:	2	Address:	#300, 919 - 11 Avenue SW
Party ID:	154403254-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	SNDL INC.		Canada

Debtor Party

* Item #:	1	Address:	30th Floor, 360 Main Street
Party ID:	153860915-1		Winnipeg, Manitoba
Entity Type:	Business		R3C4G1
Name:	DELTA 9 BIO-TECH INC.		Canada

General Property

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 760 PANDORA AVENUE, WINNIPEG, MANITOBA AND/OR LEGALLY DESCRIBED AS:

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 770 PANDORA AVENUE, WINNIPEG, MANITOBA AND/OR LEGALLY DESCRIBED AS:

PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS



Saskatchewan Personal Property Registry Search Result

PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PROCEEDS: GOODS, ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,
INSTRUMENTS AND INSURANCE PROCEEDS.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 25-Feb-2022 14:05:54

Registration #: 302262152
Transaction #: 1
Expiry Date: 25-Feb-2035

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153171375-1	Address:	1200, 10123 99 St NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J3H1 Canada

Secured Party

Item #:	1	Address:	P.O. Box 908
Party ID:	153860910-1		Calgary, Alberta
Entity Type:	Business		T2P2J6
Name:	CONNECT FIRST CREDIT UNION LTD.		Canada

Debtor Party

Item #:	1	Address:	30th Floor, 360 Main Street
Party ID:	153860915-1		Winnipeg, Manitoba
Entity Type:	Business		R3C4G1
Name:	DELTA 9 BIO-TECH INC.		Canada

General Property

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME
HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT,
AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 760 PANDORA AVENUE, WINNIPEG,
MANITOBA AND/OR LEGALLY DESCRIBED AS:



Saskatchewan Personal Property Registry Search Result

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME
HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT,
AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 770 PANDORA AVENUE, WINNIPEG,
MANITOBA AND/OR LEGALLY DESCRIBED AS:

PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "L" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER THE SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PROCEEDS: GOODS, ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,
INSTRUMENTS AND INSURANCE PROCEEDS.

History - Amendment

Amendment Date: 28-Mar-2022 13:26:24

Registration #: 302262152

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	153171375-1	Address:	1200, 10123 99 St NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J3H1
			Canada

General Property

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 760 PANDORA AVENUE, WINNIPEG, MANITOBA AND/OR LEGALLY DESCRIBED AS:

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, WHICH PROPERTY IS NOW OR AT ANY TIME HEREAFTER LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF THE LANDS AND PREMISES MUNICIPALLY KNOWN AS 770 PANDORA AVENUE, WINNIPEG, MANITOBA AND/OR LEGALLY DESCRIBED AS:

PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

PROCEEDS: GOODS, ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS AND INSURANCE PROCEEDS.

History - Amendment

Amendment Date: 08-Jul-2024 11:12:52

Registration #: 302262152

Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	154370579-1	Address:	Suite 2400-745 Thurlow Street
Entity Type:	Business		Vancouver, British Columbia
Name:	McCarthy Tetrault LLP		V6E0C5 Canada

Secured Party

Action:	Delete		
Item #:	1	Address:	P.O. Box 908
Party ID:	153860910-1		Calgary, Alberta
Entity Type:	Business		T2P2J6
Name:	CONNECT FIRST CREDIT UNION LTD.		Canada
Action:	Add		
Item #:	2	Address:	#300, 919 - 11 Avenue SW
Party ID:	154403254-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	SNDL INC.		Canada



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 21-May-2024 10:34:09

Registration #: 302553086
Expiry Date: 21-May-2029

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	154370579-1	Address:	Suite 2400-745 Thurlow Street
Entity Type:	Business		Vancouver, British Columbia
Name:	McCarthy Tetrault LLP		V6E0C5 Canada

Secured Party

Item #:	1	Address:	#300, 919 – 11 Avenue SW
Party ID:	154370580-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	SNDL Inc.		Canada
Item #:	2	Address:	#300, 919 – 11 Avenue SW
Party ID:	154370582-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	Sundial Growers Inc.		Canada

Debtor Party

* Item #:	1	Address:	30th Floor, 360 Main Street
Party ID:	154370581-1		Winnipeg, Manitoba
Entity Type:	Business		R3C4G1
Name:	Delta 9 Bio-Tech Inc.		Canada

General Property

A security interest is taken in all of the Debtor's present and future undertaking and property of every kind with respect to, comprising, located at, arising from, or otherwise related to the lands and premises municipally known as 760 & 770 Pandora Avenue, Winnipeg, Manitoba and legally described as:

PARCELS A, B, C, D, E AND F PLAN 51110 WLTO
EXC FIRSTLY: OUT OF SAID PARCELS A AND C
ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE OF EVERY DESCRIPTION THAT MAY BE FOUND IN
UPON OR UNDER SAID PARCELS A AND C
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
SECONDLY: OUT OF SAID PARCELS B AND E, ALL MINES AND MINERALS AS
RESERVED IN DEED 2374744 WLTO AND
THIRDLY: OUT OF SAID PARCEL F, ALL MINES AND MINERALS AS SET FORTH
IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "G" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 2374748 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS



Saskatchewan Personal Property Registry Search Result

PARCEL "J" PLAN 51110 WLTO
EXC ALL MINES AND MINERALS MINERAL OILS PETROLEUM GAS COAL
GRAVEL AND VALUABLE STONE WHICH MAY BE FOUND IN UPON OR UNDER THE
SAID PARCEL
TOGETHER WITH THE RIGHT TO ENTER AND REMOVE THE SAME
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "K" PLAN 51110 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND
IN GOVERNMENT ROAD ALLOWANCE (CLOSED) BETWEEN SAID SECTIONS

PARCEL "H" PLAN 51110 WLTO
EXC FIRSTLY: PLAN 65096 WLTO AND
SECONDLY: ALL MINES AND MINERALS AS RESERVED IN TRANSFER 2374746 WLTO
IN SW 1/4 3 AND SE 1/4 4-11-4 EPM AND IN GOVERNMENT ROAD ALLOWANCE
(CLOSED) BETWEEN SAID SECTIONS

all pursuant to a General Security Agreement granted by the Debtor to the Secured Party.

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: Finnerty, Colleen
Search Date: 11-Jul-2024 09:20:05
Search Type: Standard

Search #: 204480850
Client Reference: 136555.34/cef
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name

Delta 9 Lifestyle Cannabis Clinic Inc.

The following list displays all matches & indicates the ones that were selected.

3 Registration(s) Found: Exacts (3) - Similar (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302262148	Personal Property Security Agreement	DELTA 9 LIFESTYLE CANNABIS CLINIC INC.	Winnipeg	N/A
Yes	Exact	302262148	Personal Property Security Agreement	DELTA 9 LIFESTYLE CANNABIS CLINIC INC.	Winnipeg	N/A
Yes	Exact	302262149	Personal Property Security Agreement	DELTA 9 LIFESTYLE CANNABIS CLINIC INC.	Winnipeg	N/A



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 25-Feb-2022 14:04:27

Registration #: 302262148
Expiry Date: 25-Feb-2035

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153171375-1	Address:	1200, 10123 99 St NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J3H1 Canada

Secured Party

Item #:	1	Address:	P.O. Box 908
Party ID:	153860910-1		Calgary, Alberta
Entity Type:	Business		T2P2J6
Name:	CONNECT FIRST CREDIT UNION LTD.		Canada

Debtor Party

* Item #:	1	Address:	30th Floor, 360 Main Street
Party ID:	153860911-1		Winnipeg, Manitoba
Entity Type:	Business		R3C4G1
Name:	DELTA 9 LIFESTYLE CANNABIS CLINIC INC.		Canada
* Item #:	2	Address:	30th Floor, 360 Main Street
Party ID:	153860911-1		Winnipeg, Manitoba
Entity Type:	Business		R3C4G1
Name:	DELTA 9 LIFESTYLE CANNABIS CLINIC INC.		Canada

General Property

ANY AND ALL PRESENT AND FUTURE ACCOUNTS, MONIES AND ALL OTHER INDEBTEDNESS, OBLIGATIONS, AND LIABILITIES OF ANY KIND, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, JOINT OR SEVERAL OF DELTA 9 CANNABIS INC. WHICH ARE NOW OR HEREAFTER OWED TO THE DEBTOR AND ALL INSTRUMENTS, DOCUMENTS, AGREEMENTS, CHOSES IN ACTION, CLAIMS AND/OR DEMANDS IN RESPECT OF THEREOF, OR IN ANY WAY RELATED THERETO.

PROCEEDS:
ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 25-Feb-2022 14:04:48

Registration #: 302262149
Expiry Date: 25-Feb-2035

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153171375-1	Address:	1200, 10123 99 St NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J3H1 Canada

Secured Party

Item #:	1	Address:	P.O. Box 908
Party ID:	153860910-1		Calgary, Alberta
Entity Type:	Business		T2P2J6
Name:	CONNECT FIRST CREDIT UNION LTD.		Canada

Debtor Party

* Item #:	1	Address:	30th Floor, 360 Main Street
Party ID:	153860911-1		Winnipeg, Manitoba
Entity Type:	Business		R3C4G1
Name:	DELTA 9 LIFESTYLE CANNABIS CLINIC INC.		Canada

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: Finnerty, Colleen
Search Date: 11-Jul-2024 09:20:22
Search Type: Standard

Search #: 204480851
Client Reference: 136555.34/cef
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name

Delta 9 Cannabis Store Inc.

The following list displays all matches & indicates the ones that were selected.

4 Registration(s) Found: Exacts (2) - Similar (2)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302262150	Personal Property Security Agreement	DELTA 9 CANNABIS STORE INC.	Winnipeg	N/A
Yes	Exact	302553091	Personal Property Security Agreement	Delta 9 Cannabis Store Inc.	Winnipeg	N/A
No	Similar	302262153	Personal Property Security Agreement	DELTA 9 CANNABIS INC.	Calgary	N/A
No	Similar	302553087	Personal Property Security Agreement	Delta 9 Cannabis Inc.	Calgary	N/A



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 25-Feb-2022 14:04:57

Registration #: 302262150
Expiry Date: 25-Feb-2035

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	154370579-1	Address:	Suite 2400-745 Thurlow Street
Entity Type:	Business		Vancouver, British Columbia
Name:	McCarthy Tetrault LLP		V6E0C5 Canada

Secured Party

Item #:	2	Address:	#300, 919 - 11 Avenue SW
Party ID:	154403254-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	SNDL INC.		Canada

Debtor Party

* Item #:	1	Address:	30th Floor, 360 Main Street
Party ID:	153860913-1		Winnipeg, Manitoba
Entity Type:	Business		R3C4G1
Name:	DELTA 9 CANNABIS STORE INC.		Canada

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 25-Feb-2022 14:04:57

Registration #: 302262150
Transaction #: 1
Expiry Date: 25-Feb-2035

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153171375-1	Address:	1200, 10123 99 St NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J3H1 Canada



Saskatchewan Personal Property Registry Search Result

Secured Party

Item #:	1	Address:	P.O. Box 908
Party ID:	153860910-1		Calgary, Alberta
Entity Type:	Business		T2P2J6
Name:	CONNECT FIRST CREDIT UNION LTD.		Canada

Debtor Party

Item #:	1	Address:	30th Floor, 360 Main Street
Party ID:	153860913-1		Winnipeg, Manitoba
Entity Type:	Business		R3C4G1
Name:	DELTA 9 CANNABIS STORE INC.		Canada

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.

History - Amendment

Amendment Date: 08-Jul-2024 11:14:12

Registration #: 302262150

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	154370579-1	Address:	Suite 2400-745 Thurlow Street
Entity Type:	Business		Vancouver, British Columbia
Name:	McCarthy Tetrault LLP		V6E0C5
			Canada

Secured Party

Action:	Delete		
Item #:	1	Address:	P.O. Box 908
Party ID:	153860910-1		Calgary, Alberta
Entity Type:	Business		T2P2J6
Name:	CONNECT FIRST CREDIT UNION LTD.		Canada
Action:	Add		
Item #:	2	Address:	#300, 919 - 11 Avenue SW
Party ID:	154403254-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	SNDL INC.		Canada



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 21-May-2024 10:37:59

Registration #: 302553091
Expiry Date: 21-May-2029

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	154370579-1	Address:	Suite 2400-745 Thurlow Street
Entity Type:	Business		Vancouver, British Columbia
Name:	McCarthy Tetrault LLP		V6E0C5 Canada

Secured Party

Item #:	1	Address:	#300, 919 – 11 Avenue SW
Party ID:	154370580-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	SNDL Inc.		Canada
Item #:	2	Address:	#300, 919 – 11 Avenue SW
Party ID:	154370582-1		Calgary, Alberta
Entity Type:	Business		T2R1P3
Name:	Sundial Growers Inc.		Canada

Debtor Party

* Item #:	1	Address:	30th Floor, 360 Main Street
Party ID:	154370592-1		Winnipeg, Manitoba
Entity Type:	Business		R3C4G1
Name:	Delta 9 Cannabis Store Inc.		Canada

General Property

All of the Debtor's present and after-acquired personal property.

End of Search Result



Saskatchewan Personal Property Registry Search Result

Searching Party: Finnerty, Colleen
Search Date: 11-Jul-2024 09:18:59
Search Type: Standard

Search #: 204480844
Client Reference: 136555.34/cef
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

Delta 9 Logistics Inc.

There are no registration(s) found in the Saskatchewan Personal Property Registry to match the search criteria entered.

End of Search Result