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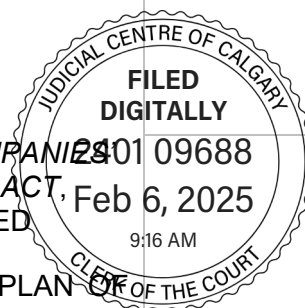
COURT

COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE COMPANIES ACT,
CREDITORS ARRANGEMENT ACT, Feb 6, 2025
RSC 1985, c C-36, AS AMENDED



AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
DELTA 9 CANNABIS INC., DELTA 9
LOGISTICS INC., DELTA 9 BIO-TECH
INC., DELTA 9 LIFESTYLE CANNABIS
CLINIC INC. and DELTA 9 CANNABIS
STORE INC.

APPLICANTS

DELTA 9 CANNABIS INC., DELTA 9
LOGISTICS INC., DELTA 9 BIO-TECH
INC., DELTA 9 LIFESTYLE CANNABIS
CLINIC INC. and DELTA 9 CANNABIS
STORE INC.

DOCUMENT

**APPROVAL AND REVERSE VESTING
ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

MLT AIKINS LLP

Barristers and Solicitors
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Calgary, AB T2P 0B4

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File No.

DATE ON WHICH ORDER WAS PRONOUNCED:

mm
~~January 10, 2025~~ January 29, 2025

LOCATION WHERE ORDER WAS PRONOUNCED:

CALGARY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER:

Justice M.A. MARION

UPON THE APPLICATION by Delta 9 Cannabis Inc. (the “Vendor”) for an order: (i) approving the share purchase agreement made as of December 27, 2024 (the “SPA”), between the Vendor, Delta 9 Bio-Tech Inc. (“Bio-Tech”) and Simply Solventless Concentrates Ltd. (the “Purchaser”), for the purchase and sale of the Bio-Tech Shares (as defined in the SPA); (ii)

transferring and vesting all of Bio-Tech's right, title and interest in and to the Excluded Liabilities, Excluded Assets, and Excluded Contracts to and in a corporation to be incorporated ("**ResidualCo**"); (iii) vesting all of the Vendor's right, title and interest in and to the Bio-Tech Shares in the Purchaser (collectively, the "**Transaction**"); and (iv) approving the release of certain of Bio-Tech's directors and officers;

AND UPON HAVING READ the seventh affidavit of John Arbuthnot sworn December 30, 2024 (the "**Seventh Affidavit**") and the Sixth Report (the "**Sixth Report**") of Alvarez & Marsal Canada Inc. ("**A&M**") in its capacity as court-appointed monitor (the "**Monitor**") filed January 6, 2025;

AND UPON HEARING the submissions of counsel for the Vendor, the Purchaser, and the Monitor and its counsel, counsel for the Canada Revenue Agency, and counsel of the Directors and Officers, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Regie Agcaoili, sworn on January 9, 2025;

AND UPON NOTING the CRA's position that it is the exclusive jurisdiction of the Tax Court of Canada to hear and determine matters arising under the *Income Tax Act* (the "**ITA**") in respect of debt forgiveness under section 80 of the ITA and that the CRA has not conceded or acquiesced to the inapplicability of debt forgiveness provisions in section 80, or any other provision of the ITA;

IT IS HEREBY ORDERED AND DECLARED THAT:

DEFINED TERMS

1. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SPA and the Seventh Affidavit.

SERVICE

2. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL AND VESTING

3. The SPA and the Transaction be and are hereby approved and the execution of the SPA by the Vendor and Bio-Tech is hereby authorized and approved, with such minor amendments

as the parties may deem necessary, with the approval of the Monitor. The Vendor and Bio-Tech are hereby authorized and directed to perform their respective obligations, and the Monitor is hereby authorized and directed to perform the obligations of ResidualCo, under the SPA and to take such additional steps and execute such additional documents as may be necessary or desirable to effect the Transaction.

4. This Order shall constitute the only authorization required by the Monitor, the Vendor, Bio-Tech, and ResidualCo to proceed with the Transaction and no shareholder, director or other approval or notice shall be required in connection therewith, including, without limitation, as necessary to approve or file any articles of amendment in respect of Bio-Tech.

5. Upon the delivery of a copy of the Monitor's certificate (the "**Monitor's Certificate**") to the Vendor and Purchaser in accordance with the SPA (the time of such delivery being referred to herein as the "**Closing Time**"), substantially in the form attached as **Schedule "A"** hereto, the following shall occur and shall be deemed to have occurred at the Closing Time in the following sequence:

- (a) first, ResidualCo shall be added to these CCAA Proceedings as an Applicant;
- (b) second, except as explicitly set out in the SPA and the Implementation Steps, all of the right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, and all Claims and Encumbrances (each as defined in the SPA) shall continue to attach to the Excluded Assets in accordance with paragraph 6 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;
- (c) third, all Excluded Liabilities shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo such that the Excluded Liabilities shall become obligations of ResidualCo and shall no longer be obligations of Bio-Tech, and all of Bio-Tech's assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate ("**Bio-Tech Property**") shall be and are hereby forever released and discharged from such Excluded Liabilities and all Claims and Encumbrances affecting or relating to the Bio-Tech Property are to be expunged and discharged as against the Bio-Tech Property;
- (d) fourth, the Vendor shall sell, assign and transfer the Bio-Tech Shares to the Purchaser free and clear of all Encumbrances, except Permitted Encumbrances, in exchange for

the payment of the Purchase Price. For certainty, all of the right, title and interest in and to the Bio-Tech Shares shall vest absolutely in the Purchaser, free and clear of and from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the ARIO or any other Order of the court in the CCAA Proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry systems in any other jurisdictions; and (iii) any charges, security interests or claims evidenced by registrations pursuant to the *Land Titles Act* (Alberta) or any other real property or real property related registry or recording system in any other jurisdiction (all of which collectively referred to as “**Encumbrances**”, which term shall not include Permitted Encumbrances)

- (e) fifth, all securities in the capital of Bio-Tech, other than the Bio-Tech Shares, shall be cancelled without consideration.
- (f) sixth, the Purchase Price shall be released to the Monitor and the Purchase Price shall be satisfied in accordance with the terms of the SPA and shall be held by the Monitor for the benefit of the stakeholders of Bio-Tech until further Order of this Court;
- (g) seventh, Bio-Tech shall cease to be an Applicant in these CCAA Proceedings, and shall be deemed to be released from the purview of the Order of the Court granted in respect of these CCAA Proceedings, save and except for this Order, the provisions of which (as they relate to Bio-Tech) shall continue to apply in all respects; and
- (h) finally, following the completion of the steps above, the Purchaser shall be the sole legal and beneficial shareholder of Bio-Tech.

6. For purposes of determining the nature and priority of claims against ResidualCo, the Purchase Price shall stand in the place and stead of the Bio-Tech Shares and the Retained Assets, and from and after the Closing Time, all Liabilities and Encumbrances, including for greater certainty any amounts necessary to satisfy the amounts outstanding under the Administration Charge, with the exception of the Retained Liabilities and Permitted Encumbrances which shall, following the granting of this Order, continue to attach to Bio-Tech or the Retained Assets, as applicable, shall attach to the Purchase Price and the Excluded Assets with the same priority as they had with respect to the Bio-Tech Shares and Retained Assets immediately prior to the Closing.

7. The Monitor shall file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transaction, but, for greater certainty, any delay in the filing of the Monitor's Certificate shall not delay the Closing.

8. The Monitor may rely on written notice from the Vendor and the Purchaser regarding the fulfilment of conditions to closing under the SPA and shall have no liability with respect to delivery of the Monitor's Certificate.

9. Pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), and section 20(e) of the *Personal Information Protection Act* (Alberta), the Vendor, Bio-Tech, or the Monitor, as the case may be, is authorized, permitted and directed to, prior to the Closing Time, disclose to the Purchaser all human resources and payroll information in the records of Bio-Tech pertaining to past and current employees of Bio-Tech. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by Bio-Tech.

10. At the Closing Time and without limiting the provisions of paragraph 5 hereof, the Purchaser, Bio-Tech, and the Monitor shall be deemed released from any and all Excluded Liabilities (including all Claims other than Retained Liabilities) and all claims, liabilities, (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to Bio-Tech, provided, as it relates to the Purchaser and Bio-Tech, such release shall not apply to (a) Taxes in respect of the business and operations conducted by Bio-Tech after the Closing Date; or (b) Taxes expressly assumed as Retained Liabilities pursuant to the SPA, including without limiting the generality of the foregoing, all Taxes that could be assessed against the Purchaser and Bio-Tech (including their affiliates and any

predecessor corporations) pursuant to sections 160 and 160.01 of the Income Tax Act, R.S.C. 1985 c.1 (5th Supp.), or any provincial or foreign tax equivalent in connection with Bio-Tech. For greater certainty, nothing in this paragraph shall release or discharge any Claims against ResidualCo with respect to Taxes that are transferred to ResidualCo.

11. Except to the extent expressly contemplated by the SPA, all Retained Contracts, will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred at or prior to the Closing Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of any Applicant);
- (b) the insolvency of the Vendor or Bio-Tech or the fact that the Vendor and Bio-Tech commenced proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c C-36 (as amended, the "**CCAA**");
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the SPA, the Transaction or the provisions of this Order, or any other Order of the Court in these CCAA Proceedings; or
- (d) any transfer or assignment, or any change of control of Bio-Tech arising from the implementation of the SPA, the Transaction or the provisions of this Order.

12. From and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of Bio-Tech then existing or previously committed by Bio-Tech, or caused by Bio-Tech, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract existing between such Person and Bio-Tech arising directly or indirectly from the commencing by Bio-Tech of these CCAA Proceedings and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 11 hereof and any and

all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse Bio-Tech from performing its obligations under the SPA or be a waiver of defaults by Bio-Tech under the SPA or related documents.

13. For greater certainty, that (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of Bio-Tech or the Purchaser in respect of any Retained Liabilities, (b) the designation of any Claim as a Retained Liability is without prejudice to any of Bio-Tech's or the Purchaser's right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the SPA shall effect or waive Bio-Tech or the Purchaser's rights and defenses both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liabilities.

14. From and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against Bio-Tech relating in any way to or in respect of any Excluded Assets, Excluded Liabilities or Excluded Contracts and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order.

15. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required in order to give effect to the terms of this Order and the SPA.

16. In order to affect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the SPA. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations such that Bio-Tech, the Bio-Tech Shares and the

Retained Assets shall be free from all Claims and Encumbrances, with the exception of the Permitted Encumbrances.

17. From after the Closing Time:

- (a) except as contemplated by the SPA, the nature of the Retained Liabilities retained by Bio-Tech, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transaction or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo;
- (c) any Person that prior to the Closing Time had a valid right or claim against Bio-Tech under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against Bio-Tech but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Contract or Excluded Liability from and after the Closing Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo; and
- (d) the Excluded Liability Claim of any Person against ResidualCo following the Closing Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against Bio-Tech prior to the Closing Time.

18. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (as amended, the “**BIA**”), in respect of ResidualCo and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ResidualCo,

the SPA and the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo and the sale, transfer and vesting of the Bio-Tech Shares in and to the Purchaser) and any

payments by or to the Purchaser, Bio-Tech or the Monitor authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of Bio-Tech and/or ResidualCo and shall not be void or voidable by creditors of Bio-Tech or ResidualCo, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

19. The amounts necessary to satisfy the Administration Charge and any claims under the Administration Charge against Bio-Tech, ResidualCo, the Retained Assets and the Bio-Tech Shares shall be paid by the Monitor from the Purchase Price from and after the Closing Date.

20. Without limiting anything in paragraph 5(a), as of the Closing Time:

- (a) ResidualCo shall be a company to which the CCAA applies; and
- (b) ResidualCo shall be added as an Applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to: (i) an **"Applicant"** shall refer to and include ResidualCo; and (ii) **"Property"** shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo (collectively the **"ResidualCo Property"**), and, for greater certainty, each of the Charges (as defined in the Initial Order), shall constitute a charge on the ResidualCo Property.

MONITOR

21. Nothing in this Order, including the release of Bio-Tech from the purview of these CCAA Proceedings pursuant to paragraph 5(f) hereof, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings and A&M shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, any other Orders in these CCAA Proceedings or otherwise, including all approval, protections and stays of proceedings in favour of A&M in its capacity as Monitor, all of which are expressly continued and confirmed.

22. No action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following an application brought on not less than ten (10) days' notice to the Monitor and its legal counsel. The entities related or affiliated

with the Monitor or belonging to the same group as the Monitor (including without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

23. The Monitor shall not, as a result of this Order or any matter contemplated hereby: (a) be deemed to have taken part in the management or supervision of the management of Bio-Tech or ResidualCo or to have taken or maintained possession or control of the business or property of Bio-Tech or ResidualCo, or any part thereof; or (b) be deemed to be in possession of any property of Bio-Tech or ResidualCo within the meaning of any applicable Environmental Legislation and/or Cannabis Legislation or otherwise.

24. Notwithstanding anything contained in this Order, the Monitor, its employees and representatives are not and shall not be or be deemed to be a director, officer or employee of ResidualCo, de facto or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than liability arising as a direct result of the gross negligence or willful misconduct of the Monitor.

25. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of ResidualCo.

MONITOR'S ENHANCED POWERS

26. In addition to the powers and duties of the Monitor set out in the prior orders of this Court and the CCAA, and without altering in any way the limitations and obligations of ResidualCo as a result of these proceedings, the Monitor be and is hereby authorized and empowered, but not required to:

- (a) assign ResidualCo, or cause ResidualCo to be assigned, into bankruptcy, and the Monitor shall be entitled but not obligated to act as trustee in bankruptcy thereof; and
- (b) apply to this Court for advice and directions or any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter.

RELEASES

27. At the Closing Time: (i) the current director and officers of Bio-Tech; (ii) Bio-Tech's legal counsel and advisors; (iii) the Monitor and its legal counsel; (iv) the Purchaser and its legal counsel and their respective current directors, officers, partners, employees, consultants, advisors, and assignees; (v) Bio-Tech; and (vi) any directors or officers of ResidualCo (collectively, the **"Released Parties"**) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part of any act or omission, transaction, dealing or other occurrence existing or taking place prior to the Closing Time or arising in connection with or relating in any manner whatsoever to the SPA, the Transaction, or the conduct of these CCAA Proceedings (collectively, the **"Released Claims"**), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; *provided that* nothing in this paragraph shall waive, discharge, release, cancel or bar any claim that is (i) not permitted to be released pursuant to Section 5.1(2) of the CCAA; or (ii) any of the Released Parties from the performance of their obligations pursuant to the Transaction.

28. Effective upon the filing of the Monitor's Closing Certificate, the current director and officers of Bio-Tech and ResidualCo (collectively, the **"Released D&Os"** and each a **"Released D&O"**) shall be and are hereby forever irrevocably released and discharged from any and all claims, including but not limited to claims for unpaid excise taxes, that any Person may have or be entitled to assert against the Released D&Os now or hereafter, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or not yet due, in law or equity and whether based on statute or otherwise, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to commencement of these CCAA Proceedings in respect of Bio-Tech, the business, operations, assets, property, and affairs of Bio-Tech and Bio-Tech and/or these CCAA Proceedings (collectively, the **"D&O Released Claims"**), and any such D&O Released Claims are hereby irrevocably and permanently released, discharged, stayed, extinguished, and forever barred, and the Released D&Os shall have no liability in respect thereof;

provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim or liability (a) arising out of any gross negligence or willful misconduct on the part of the applicable Released D&O; (b) that is not permitted to be released pursuant to section 5.1(2) of the CCAA; and (c) that is a Insured Claim (as hereinafter defined). For greater certainty, “current” in this paragraph refers to individuals who remain in their respective role(s) up to one day prior to closing of the Transaction.

INSURED CLAIMS

29. Notwithstanding anything set out in any of the Orders made by the Court in these CCAA Proceedings, any Person shall be permitted to commence or continue an action, application or other proceeding in respect of any claim or liability which is an insured claim (the “**Insured Claims**”) under any insurance policy maintained by Bio-Tech (collectively, the “**Insurance Policies**”) to the point of determination of liability, if any. The Person asserting an Insured Claim shall be entitled to recover solely from the proceeds under the Insurance Policies to the extent available in respect of any such Insured Claim, and recovery of such Insured Claim shall be irrevocably and forever limited solely to such proceeds, without any additional rights of enforcement, recovery or recourse as against Bio-Tech or the Released D&Os, and such Person shall have no right to, and shall not, directly or indirectly, make any claim or seek any recoveries from Bio-Tech or any of the Released D&Os, other than enforcing such Person’s rights to be paid by the applicable insurer(s) from the proceeds of the applicable Insurance Policies. Nothing herein shall prejudice, compromise, release or otherwise affect any rights or defenses of any insurer with respect to its obligations under any of the Insurance Policies.

CANADA REVENUE AGENCY SET-OFF

30. The Canada Revenue Agency’s right of set off is preserved to the extent that: (i) any amounts that are, or become, due to Bio-Tech or ResidualCo with respect to obligations arising prior to the CCAA filing date of July 15, 2024; or (ii) any amounts that are, or become, due to Bio-Tech or ResidualCo with respect to obligations arising after the CCAA filing date of July 15, 2024 are applied against any amounts that are, or become due, from Bio-Tech or ResidualCo with respect to obligations arising after the CCAA filing date of July 15, 2024.

31. Clause 4.3 of the Share Purchase Agreement does not apply in respect of any future tax liability of Bio-Tech in respect of any inclusion of income to Bio Tech pursuant to section 80 of the ITA, and for clarity any taxes that may arise from the inclusion of income to Bio-Tech in connection

with the consummation of the Transaction and as a result of the application of section 80 of the ITA are not transferred to Residual Co pursuant to the Share Purchase Agreement or this Order.

GENERAL

32. Following the Closing Time, the Purchaser and its representatives shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against Bio-Tech, the Bio-Tech Shares and the Retained Assets.

33. Following the Closing Time, the title of these CCAA Proceedings shall be changed to:

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DELTA 9
CANNABIS INC., DELTA 9 LOGISTICS INC., DELTA 9 LIFESTYLE CANNABIS CLINIC INC.,
DELTA 9 CANNABIS STORE INC., and RESIDUALCO.

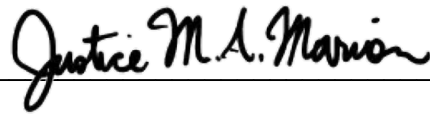
34. This Order shall have full force and effect in all provinces and territories in Canada.

35. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or elsewhere, to give effect to this Order and to assist Bio-Tech, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Bio-Tech and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist Bio-Tech and the Monitor and their respective agents in carrying out the terms of this Order.

36. The Ministry of the Environment and Climate Change (the "**Ministry**") in Manitoba shall have 21 days from the date of service of this Order to come back to Court by way of an application to vary or amend the terms of this Order as it relates to the treatment of any environmental liabilities that might be associated with the Property and the classification of any such environmental liabilities as Excluded Liabilities under the provisions of the Sale Agreement. The Applicants shall also provide the Ministry 10 days' notice (the "**Closing Notice**") of closing of the Transaction. If no application to vary or amend the terms of this Order has been served on the Applicants within 21 days of the date of service on the Ministry, the Applicants can proceed to close the Transaction upon providing the Closing Notice. The Applicants are directed to serve a copy of this Order and the Seventh Affidavit on the Ministry of the Environment and Climate Change as soon as reasonably possible after filing of the Order.

37. Each of Bio-Tech and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

38. This Order is effective from the date that it is made and is enforceable without any need for entry and filing.

A handwritten signature in black ink, reading "Justice M.A. Marion", is written over a horizontal line.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"
MONITOR'S CERTIFICATE

COURT FILE NUMBER	2401-09688	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	IN THE MATTER OF THE <i>COMPANIES' CREDITORS</i> <i>ARRANGEMENT ACT</i> , RSC 1985, c C-36, AS AMENDED	
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DELTA 9 CANNABIS INC., DELTA 9 LOGISTICS INC., DELTA 9 BIO- TECH INC., DELTA 9 LIFESTYLE CANNABIS CLINIC INC. and DELTA 9 CANNABIS STORE INC.	
APPLICANTS	DELTA 9 CANNABIS INC., DELTA 9 LOGISTICS INC., DELTA 9 BIO- TECH INC., DELTA 9 LIFESTYLE CANNABIS CLINIC INC. and DELTA 9 CANNABIS STORE INC.	
DOCUMENT	MONITOR'S CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors #2100 – 222 3 rd Ave SW Calgary, AB T2P 0B4 Attention: Ryan Zahara / Kaitlin Ward Telephone: (403) 693-5420 / (780) 969-3501 Email: rzahara@mltaikins.com / mmcintosh@mltaikins.com File No. 0136555.00034	

RECITALS

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

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

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

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Vendor and the Purchaser, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the SPA.

2. This Monitor's certificate was delivered by the Monitor at _____ on _____, 2025.

Alvarez & Marsal Canada Inc., in its capacity as Monitor of DELTA 9 CANNABIS INC., DELTA 9 LOGISTICS INC., DELTA 9 BIOTECH INC., DELTA 9 LIFESTYLE CANNABIS CLINIC INC. and DELTA 9 CANNABIS STORE INC., and not in its personal or corporate capacity.

Per: _____

Name:

Title: