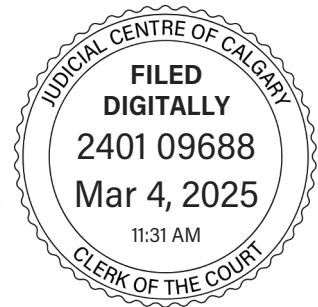


Monitor's Certificate

COURT FILE NUMBER 2401-09688
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

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

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

DOCUMENT **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT Aikins LLP
2100 – 222 3rd Ave SW
Calgary, AB T2P 0B4
Attention: Ryan Zahara/Molly McIntosh
Email: rzahara@mltaikins.com
mmcintosh@mltaikins.com
File: 0136555.00034

RECITALS

A. Pursuant to an Order of the Honourable Justice Marion of the the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated January 10, 2025 (the "**SAVO**"), the Court approved the agreement of purchase and sale made as of December 27, 2024 (the "**Sale Agreement**") between Delta 9 Bio-Tech Inc. ("**Bio-Tech**") and 65999362 Canada Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of Bio-Tech's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing of the Sale

Agreement have been satisfied or waived by Bio-Tech and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

- B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement and the SAVO.

THE MONITOR CERTIFIES the following:

1. the Purchaser has paid Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. the conditions to Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Bio-Tech and the Purchaser; and
3. the Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at 12:01 am M.S.T on February 28, 2025.

Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed Monitor of the Applicants, and not in its personal capacity or corporate capacity



Per: _____
Name: Orest Konowalchuk
Title: Senior Vice President