Court File No. CV-24-00712687-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	TUESDAY THE 7^{TH}
JUSTICE OSBORNE	)	DAY OF MAY, 2024

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 9869247 CANADA LIMITED (d.b.a. SAFARI FLOWER COMPANY) AND GN VENTURES LTD. (collectively, the "**Applicants**")

ORDER
(Approval and Reverse Vesting Order)

THIS MOTION made by the Applicants, 9869247 Canada Limited (d.b.a. Safari Flower Company) ("**Safari Flower**" or the "**Company**") and GN Ventures Ltd. ("**GN Ventures**" or the "**Vendor**") (collectively the "**Safari Flower Group**" or "**Applicants**") for an Order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), *inter alia*, (i) approving the Share Purchase Agreement ("**Share Purchase Agreement**") among GN Ventures, Safari Flower and NE SPC II LP or its assignee or nominee (the "**Purchaser**") dated April 29, 2024, for the purchase and sale of all of the issued and outstanding shares of the Company (the "**Purchased Shares**"); (ii) adding 1000877547 Ontario Inc. ("**ResidualCo**") as an Applicant to these CCAA Proceedings in order to carry out the transactions contemplated by the Share Purchase Agreement (collectively, the "**Transaction**"); (iii) vesting in the Purchaser all of the Vendor's right, title and interest of the Vendor in and to the Purchased Shares, free and clear from any Encumbrances (as defined below); (iv) vesting absolutely and exclusively in ResidualCo all Excluded Liabilities, Excluded Assets and Excluded Contracts (each as defined below); (v) discharging all Claims (as defined below) and Encumbrances against the Company and the Company's Property (as defined below) other than the Permitted Encumbrances; (vii) approving releases in favour of (1) Dr. Leanne Brigitte Simons and Patrick Grobe as directors of the Applicants; (2) all other directors, officers, legal counsel and advisors of the Applicants as at date of the commencement of the CCAA Proceedings; (3) the directors, officers, legal counsel and advisors of ResidualCo that were directors, officers, legal counsel and advisors of ResidualCo as at date of incorporation of ResidualCo; (4) Ernst & Young Inc., in its capacity as Monitor of the Applicants (the "**Monitor**") and its legal counsel; and (5) the current directors, officers, employees, legal counsel and advisors of Hyde Advisory & Investments Inc. ("**HAI**"); (vii) sealing the Confidential Exhibits to the affidavit of David Hyde sworn April 29, 2024 (the "**Hyde Affidavit**"), and (viii) granting certain related relief, was heard this day via Zoom videoconference.

ON READING the Motion Record of the Applicants and the Fifth Report of the Monitor dated May 2, 2024 ("**Fifth Report**"), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Purchaser, counsel for Gray Jay Estates Inc., and those other parties appearing as indicated by the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Maureen McLaren sworn May 1, 2024,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein have the meaning ascribed to them in the Share Purchase Agreement or the Affidavit of Dr. Brigitte Simons sworn April 30, 2024 (the "**Sixth Simons Affidavit**").

APPROVAL AND REVERSE VESTING

3. **THIS COURT ORDERS** that the Share Purchase Agreement and the Transaction are hereby approved and the execution of the Share Purchase Agreement (including the Pre-Closing Reorganization) by the Vendor and the Company is hereby authorized, ratified, and approved, with such minor amendments as the parties thereto may deem necessary, with the approval of the Monitor. The Applicants are hereby authorized and directed to perform their obligations under the Share Purchase Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Shares to the Purchaser.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicants to proceed with the Transaction and that no shareholder or other approval shall be required in connection therewith, other than as contemplated by the applicable Transaction Regulatory Approvals.

5. **THIS COURT ORDERS** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Purchaser, substantially in the form attached as **Schedule "A"** hereto, the following steps shall occur and shall be deemed to have occurred in the sequence as set out in the Pre-Closing Reorganization and as set out below, provided that the Pre-Closing Reorganization steps as set out below may be amended to implement the Transaction on such terms as may be agreed by the Parties, with the consent of the Monitor or further Order of the Court:

(a) all of the Company's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo in accordance with the Share Purchase Agreement, and all Claims and Encumbrances (defined below) shall continue to attach to the Excluded Assets with the same nature and priority as they had immediately prior to their transfer;

(b) all Excluded Liabilities and Excluded Contracts of the Company (which, for certainty includes 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) of the Company other than the Retained Liabilities) shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo such that the Excluded Contracts and Excluded Liabilities shall become obligations of ResidualCo and shall no longer be obligations of the Company, and the Company and all of its assets, wherever situated (including, for certainty, the Transferred Assets and the Retained Assets, collectively the "**Company's Property**"), shall be and are hereby forever released and discharged from such Excluded Contracts and Excluded Liabilities and all related Claims (as defined below), and all Encumbrances (as defined below) affecting or relating to the Company's Property are hereby expunged and discharged as against the Company's Property;

(c) all of the right, title and interest in and to the Purchased Shares shall vest absolutely in the Purchaser, free and clear of and from any and all 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 Initial Order or any other Order of the Court in these CCAA Proceedings; (ii) all charges, security interests or claims evidence by registrations pursuant to the *Personal Property Security Act* (Ontario), or any other personal property registry system; and (iii) those Claims listed on **Schedule "B"** hereto (all of which, for greater certainty, excludes Permitted Encumbrances, which shall continue against the Company's Property, are collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Shares are hereby expunged and discharged as against the Purchased Shares;

(d) all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person (as defined below) and are convertible or exchangeable for any securities of the Company or which require the issuance, sale or transfer by the Company, of any shares or other securities of the Company, or otherwise evidencing a right to acquire the Purchased Shares and/or the share capital of the Company, or otherwise relating thereto, shall be deemed terminated and cancelled;

(e) if applicable, all of the Existing Shares (which, for greater certainty, do not include the Purchased Shares) shall be deemed terminated and cancelled for no consideration as provided for in the Implementation Steps and the Articles of Reorganization, as applicable; and

(f) the Company shall and shall be deemed to cease being an Applicant in these CCAA Proceedings, and the Company shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted in respect of these CCAA Proceedings, save and except for this Order, the provisions of which (as they relate to the Company and ResidualCo) shall continue to apply in all respects.

6. **THIS COURT ORDERS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transaction.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Vendor and the Purchaser regarding the fulfillment of conditions to closing under the Share Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

8. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Company, the Company's Property or the Excluded Assets (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and a copy of this Order as though they were originals and to register such transfers and interest authorizations as may be required to give effect to the terms of this Order and the Share Purchase Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for Governmental Authorities to make and register transfers of interest against any of the Company's Property and and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations on the Company's Property, except for Permitted Encumbrances which shall continue against the Company's Property and the Excluded Assets, as applicable.

9. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Shares (the "**Proceeds**") and the Excluded Assets, if any, shall be allocated to ResidualCo, and that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Proceeds, with the same nature and priority as they had with respect to the Purchased Shares immediately prior to the Transaction, as if (i) the Purchased Shares had not been sold and remained owned by and in the possession or control of the Person who owned and had possession or control immediately prior to the Transaction; and (ii) the Excluded Contracts and Excluded Liabilities had not been transferred to and vested in ResidualCo and had remained liabilities of the Company immediately prior to the Transaction.

10. **THIS COURT ORDERS** that, upon delivery of the Monitor's Certificate, the Purchaser, its counsel, and/or their respective agents, shall be authorized to file or register, as applicable, all such financing change statements and other instruments as may be necessary to cancel and discharge all registrations against the Company pursuant to the *Personal Property Security Act* (Ontario) or any similar legislation.

11. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Applicants or the Monitor, as the case may be, are authorized and permitted to disclose to the Purchaser all human resources and payroll information in the Company's records pertaining to past and current employees of the Company. 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 which is in all material respects identical to the prior use of such information by the Company.

12. **THIS COURT ORDERS** that, at the Closing Time and without limiting the provisions of paragraph 5 hereof, the Purchaser and the Company shall be deemed released from any and all Claims of, or that relate to the Company or the Company's Property (provided as it relates to the Company, such release shall not apply to taxes (i) arising from the Transaction; (ii) in respect of the business and operations conducted by the Company after the Closing Time; or (iii) that otherwise expressly form a part of the Retained Liabilities), including, without limiting the generality of the foregoing, all taxes that could be assessed against the Purchaser or the Company (including any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada), or any provincial equivalent in connection with the Company. For greater certainty, nothing in this paragraph shall release or discharge any Claims with respect to taxes that are transferred to ResidualCo.

13. **THIS COURT ORDERS** that, except to the extent expressly contemplated by the Share Purchase Agreement, all Retained Contracts to which the Applicants are parties upon the delivery of the Monitor's Certificate 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 on or prior to the delivery of the Monitor's Certificate 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 any Applicant or the fact that the Applicants sought or obtained relief under the CCAA;

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Share Purchase Agreement, 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 the Company, or other step arising from the implementation of the Share Purchase Agreement, the Transaction or the provisions of this Order.

14. **THIS COURT ORDERS** that from and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, 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 the Company arising directly or indirectly from the filing by the Company under the CCAA and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 13 hereof, 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 the Company from performing its obligations under the Share Purchase Agreement or be a waiver of defaults by the Company under the Share Purchase Agreement and the related documents.

15. **THIS COURT ORDERS** that 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 assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or the Company's Property relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.

16. **THIS COURT ORDERS** that, from and after the Closing Time:

(a) the nature of the Retained Liabilities retained by the Company, 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 the Company under or in respect of any of the Excluded Contracts or the Excluded Liabilities (each an "**Excluded Liability Claim**") shall no longer have such right or claim against the Company but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Contracts and Excluded Liabilities 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 the Company prior to the Closing Time.

17. **THIS COURT ORDERS** that, 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" or the "Applicants" shall refer to and include ResidualCo, and (ii) the "Property" shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situated including all proceeds thereof, of ResidualCo (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.

RELEASES

18. **THIS COURT ORDERS** that effective upon the filing of the Monitor's Certificate, each of (1) Dr. Leanne Brigitte Simons and Patrick Grobe as directors of the Applicants; (2) all other directors, officers, legal counsel and advisors of the Applicants as at date of the commencement of the CCAA Proceedings; (3) the directors, officers, legal counsel and advisors of ResidualCo that were directors, officers, legal counsel and advisors of ResidualCo as at date of incorporation of ResidualCo; (4) the Monitor and its legal counsel; and (5) the current directors, officers, employees, legal counsel and advisors of HAI, (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 on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate and (a) undertaken or completed pursuant to the

terms of this Order, (b) arising in connection with or relating to the Sale Process (as defined in the Sixth Simons Affidavit), the Share Purchase Agreement or the completion of the Transaction, (c) arising in connection with or relating to these CCAA Proceedings, or (d) related to the management, operations or administration of the Applicants from and after the date of the Initial Order (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 not permitted to be released pursuant to section 5.1(2) of the CCAA.

19. **THIS COURT ORDERS** that, 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* (Canada) ("**BIA**") in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Applicants;

the Share Purchase Agreement, 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 any payments by the Purchaser authorized herein or pursuant to the Share Purchase Agreement shall be binding on any licensed insolvency trustee that may be appointed in respect of the Applicants or ResidualCo shall not be void or voidable by creditors of the Applicants 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.

THE MONITOR

20. **THIS COURT ORDERS** that nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 5(f) hereof and the addition of ResidualCo as an Applicant in these CCAA Proceedings, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings and Ernst & Young Inc. 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 Initial Order, any other Orders in these CCAA Proceedings or otherwise, including all approval, protections and stays of proceedings in favour of Ernst & Young Inc., in its capacity as Monitor, all of which are expressly continued and confirmed.

21. **THIS COURT ORDERS** that 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 a motion brought on not less than fifteen (15) 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.

22. **THIS COURT ORDERS** that 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

Company or ResidualCo or to have taken or maintained possession or control of the business or property of any of the Company or ResidualCo or any part thereof; or (b) be deemed to be in Possession (as defined in the Initial Order) of any property of the Company or ResidualCo within the meaning of any applicable Environmental Legislation and Cannabis Legislation (each as defined in the Initial Order) or otherwise.

23. **THIS COURT ORDERS** that 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 any liability arising as a direct result of the gross negligence or willful misconduct of the Monitor.

24. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditor or legal representative of ResidualCo.

MONITOR'S ENHANCED POWERS

25. **THIS COURT ORDERS** that in addition to the powers and duties of the Monitor set out in the Initial Order or any other Order of this Court in these CCAA Proceedings, 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) take any and all actions and steps, and execute all documents and writings, on behalf of, and in the name of ResidualCo in order to facilitate the performance of any ongoing obligations of same, including with respect to any Excluded

Liability Claim, and to carry out the Monitor's duties under this Order or any other Order of this Court in these CCAA Proceedings;

(b) exercise any powers which may be properly exercised by a board of directors of ResidualCo;

(c) cause ResidualCo to retain the services of any person as an employee, consultant, or other similar capacity all under the supervision and direction of the Monitor and on the terms as agreed with the Monitor;

(d) open one or more new accounts (the "**ResidualCo Accounts**") into which all funds, monies, cheques, instruments and other forms of payment payable to ResidualCo shall be deposited to and after the making of this Order from any source whatsoever and to operate and control, as applicable, on behalf of ResidualCo, the ResidualCo Accounts in such manner as the Monitor, in its sole discretion, deems necessary or appropriate to assist with the exercise of the Monitor's powers and duties;

(e) cause ResidualCo to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the winding-down of ResidualCo or the distribution of the proceeds or any other related activities, including in connection with bringing these CCAA proceedings to an end;

(f) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of ResidualCo (including any governmental authority) in the name of or on behalf of ResidualCo;

(g) claim or cause ResidualCo to claim any and all insurance refunds or tax refunds, including refunds of harmonized sales taxes, to which ResidualCo is entitled;

(h) have access to all books and records that are the property of ResidualCo in its possession or control in addition to the Applicants' books and records in accordance with the terms of the Share Purchase Agreement;

(i) 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;

(j) consult with Canada Revenue Agency, Health Canada, or any other governmental body with respect to any issues arising in respect of these CCAA Proceedings; and

(k) 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.

TERMINATION OF CONSULTANT CHARGE, KERP CHARGE AND DIRECTORS' CHARGE

26. **THIS COURT ORDERS** that effective upon the filing of the Monitor's Certificate, the Consultant Charge, KERP Charge and the Directors' Charge shall be and are hereby terminated.

SEALING ORDER

27. **THIS COURT ORDERS** that the Confidential Exhibit Brief to the Hyde Affidavit is hereby sealed and shall not form part of the public record until the earlier of (a) closing of the Transaction and (b) further Order of the Court.

GENERAL

28. **THIS COURT ORDERS** that, following the Closing Time, the Purchaser shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Purchased Shares and the Company Property.

29. **THIS COURT ORDERS** that, following the Closing Time, the title of these proceedings is hereby 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 GN VENTURES LTD. AND 1000877547 ONTARIO INC.

30. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

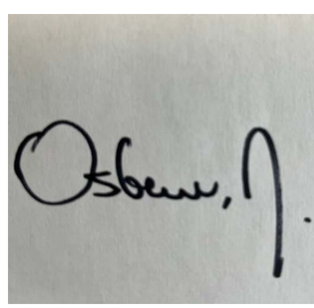
31. **THIS COURT DECLARES** that the Applicants shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such

orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.

32. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Applicants, 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 the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

33. **THIS COURT ORDERS** that each of the Applicants 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.

34. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing, provided that the transaction steps set out in Paragraph 5 shall be deemed to have occurred sequentially, one after the other, in the order set out in Paragraph 5.



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Schedule "A"
Form of Monitor's Certificate

Court File No.: CV-24-00712687-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 9869247 CANADA LIMITED (d.b.a. SAFARI FLOWER COMPANY) AND GN VENTURES LTD. (collectively, the "Applicants")

MONITOR'S CERTIFICATE

RECITALS

A. The Applicants commenced these proceedings under the *Companies' Creditors Arrangement Act* on January 12, 2024 (the "**CCAA Proceedings**").

B. Pursuant to an Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated January 12, 2024, as amended and restated on January 22, 2024, Ernst & Young Inc. was appointed as monitor (the "**Monitor**") of the Applicants in the CCAA Proceedings.

C. Pursuant to an Approval and Reverse Vesting Order of the Court dated May 7, 2024 (the "**Order**"), the Court approved the transaction (the "**Transaction**") contemplated by the Share Purchase Agreement (the "**Share Purchase Agreement**") among GN Ventures Ltd. (the "**Vendor**"), 9869247 Canada Limited d.b.a. Safari Flower (the "**Company**") and NE SPC II LP (the "**Purchaser**") dated April 29, 2024, and ordered, *inter alia*, that: (i) 1000877547 Ontario Inc. ("**ResidualCo**") be added as an Applicant to these CCAA Proceedings; (ii) vesting in the Purchaser all of the Vendor's right, title and interest of the Vendor in and to the Purchased Shares, free and clear from any Encumbrances; (iii) vesting absolutely and exclusively in ResidualCo, all Excluded Assets, Excluded Liabilities and Excluded Contracts; (iv) discharging all Encumbrances against the Applicants and the

Applicants' Property; (v) approving releases in favour of (1) Dr. Leanne Brigitte Simons and Patrick Grobe as directors of the Applicants; (2) all other directors, officers, legal counsel and advisors of the Applicants as at date of the commencement of the CCAA Proceedings; (3) the directors, officers, legal counsel and advisors of ResidualCo that were directors, officers, legal counsel and advisors of the Applicants as at date of incorporation of ResidualCo; (4) the Monitor (as defined below) and its legal counsel; and (5) the current directors, officers, employees, legal counsel and advisors of Hyde Advisory & Investments Inc.; and (vi) expanding the Monitor's powers regarding ResidualCo.

D. Capitalized terms used but not defined herein have the meanings ascribed to them in the Order.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Shares payable on the Closing Date pursuant to the Share Purchase Agreement;

2. The Monitor has received written confirmation from the Purchaser, the Vendor and the Company, in form and substance satisfactory to the Monitor, that except for the delivery of this Monitor's Certificate, all conditions to closing as set out in sections 8.1, 8.2 and 8.3 of the Share Purchase Agreement have been satisfied or waived; and

3. The Transaction has been completed to the satisfaction of the Monitor.

This Monitor's Certificate was delivered by the Monitor at ________ on ______________, 2024.

ERNST & YOUNG INC., in its capacity as Monitor of the Applicants, and not in its personal capacity

P

____

Name:

Title:

Schedule "B"
Encumbrances
(unaffected by the Approval and Reverse Vesting Order)

Registration Number	**Debtor**	**Secured Party**	**Duration**	**Collateral**
)180817 1118 1862 0422 enewal: 20230626 1047 1590 9154	869247 Canada Limited	ay Jay Estates Inc.	years enewal for 5 years on June 26, 2023)	ventory quipment Accounts her otor Vehicle cluded
)191213 0957 1590 2810 enewal: 20221115 1047 1590 8388	69247 Canada Limited	E SPC II LP	years enewal for 3 years on November 15, 22)	ventory quipment Accounts her otor Vehicle cluded
)191213 1000 1590 2813 enewal: 20221115 1047 1590 8389	69247 Canada Limited	E SPC II LP	years enewal for 3 years on November 13, 2025)	ccounts her

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 9869247 CANADA LIMITED (d.b.a. SAFARI FLOWER COMPANY) AND GN VENTURES LTD. (collectively, the "**Applicants**")

Court File No.: CV-24-00712687-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER
(APPROVAL AND REVERSE VESTING ORDER)
(Dated May 7, 2024)

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