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**")

MOTION RECORD OF THE APPLICANTS
(Returnable June 26, 2024)

June 24, 2024

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

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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**")

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(as at June 24, 2024)

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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**")

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TAB 1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
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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**")

NOTICE OF MOTION
(Returnable June 26, 2024)

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**") will make a motion before the Honourable Mr. Justice Osborne on Wednesday, June 26, 2024 at 12:00 p.m., or as soon after that time as the motion can be heard, via Zoom videoconference.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- [ ] In writing under subrule 37.12.1(1) because it is
- [ ] In writing as an opposed motion under subrule 37.12.1(4);
- [ ] In person;
- [ ] By telephone conference;
- [X] By video conference.

at the following location:

Zoom link to be uploaded on Caselines.

THE MOTION IS FOR:

1. An Order (the "**Stay Extension and CCAA Termination Order**") substantially in the form attached as **Tab "3"** to the Applicants' Motion Record, *inter alia*:

   (a) abridging the time for service of the Notice of Motion and dispensing with service on any other person other than those served;

   (b) approving the Sixth Report of Ernst & Young Inc., in its capacity as monitor of the Applicants (the "**Monitor**"), to be filed, (the "**Sixth Report**"), and the activities set out therein

   (c) approving (i) the fees and disbursements of the Monitor and the Monitor's legal counsel, Gowlings WLG (Canada) LLP ("**Gowling**") as described in the Sixth Report, and the fee affidavits appended thereto (the "**Fee Affidavits**") and (ii) the Estimated Fees (as defined in the Sixth Report) to complete the administration of these proceedings;

   (d) terminating the proceedings under the CCAA, effective upon the Monitor serving a certificate substantially in the form of Schedule A to the CCAA Stay Extension and Termination Order (the "**Termination Certificate**") on the Service List in these CCAA proceedings (the "**CCAA Termination Time**");

   (e) effective at the CCAA Termination Time:

      (i) terminating, releasing and discharging the Administration Charge and the DIP Lender's Charge as defined in the Initial Order;

(ii) discharging Ernst & Young Inc. (“**EY**”) as Monitor of the Applicants; and

(iii) releasing EY and Gowling and their respective affiliates, current or former directors, officers, partners, employees or agents, as applicable (together, the “**Released Parties**”) from any and all liability that the Released Parties have or may have by reason of, or in any way related to the within proceedings or with respect to their conduct in connection with the within proceedings, save and except for any gross negligence or willful misconduct on the Released Parties’ part;

(f) extending the stay of proceedings (the “**Stay Period**”) in favour of the Applicants from June 30, 2024 to the earlier of: (i) July 26, 2024; or (ii) the CCAA Termination Time; and

2. Such further and other relief as counsel may advise, and as this Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

3. Capitalized terms not otherwise defined herein have the meanings prescribed to them in the Amended and Restated Initial Order dated January 22, 2024 (the “**ARIO**”), in the affidavits of Dr. Leanne Brigitte Simons sworn June 24, 2024 (the “**Seventh Simons Affidavit**”), or the Share Purchase Agreement.

CCAA PROCEEDINGS

4. On January 12, 2024, Justice Osborne granted the Initial Order (the "**Initial Order**") in favour of the Applicants under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"). Pursuant to the Initial Order, among other things:

(a) the Applicants are parties to which the CCAA applies;

(b) a stay of proceedings was granted in favour of the Applicants for an initial Stay Period up to January 22, 2024;

(c) EY was appointed as Monitor of the Applicants in these CCAA Proceedings; and

(d) the following charges against the Property were granted, in the following priority rankings:

(i) First – Administration Charge (to the maximum amount of $150,000);

(ii) Second – Directors' Charge (to the maximum amount of $61,000).

5. On January 22, 2024, the Initial Order was amended and restated in the form of the ARIO, among other things:

(a) extending the Stay Period from January 22, 2024 to and including February 29, 2024;

(b) increasing the quantum of the Administration Charge (to a maximum of $350,000), and the Director's Charge (to a maximum of $243,000);

(c) granting a DIP Lender's Charge up to maximum amount of $1,000,000 plus interest, fees, legal costs and any other amounts payable under the DIP Term Sheet between the Applicants and **Blacksail** (as defined below);

(d) granting the following priority rankings for the court-ordered charges over the Property:

(i) First – Administration Charge (to the maximum amount of $350,000);

(ii) Second – DIP Lender's Charge (to the maximum principal amount of $1,000,000 plus interest, fees, legal costs and any other amounts payable under the DIP Term Sheet); and

(iii) Third – Directors' Charge (to the maximum amount of $243,000).

6. On February 27, 2024 this Court granted an Order (the "**February 27 Order**"), *inter alia*:

(a) extending the Stay Period from February 29, 2024 to and including March 29, 2024;

(b) increasing the authorized borrowings under the Amended DIP Term Sheet and secured by the DIP Lender's Charge to a maximum principal amount of $1,300,000 plus interest, fees, legal costs and any other amounts payable under the Amended DIP Term Sheet;

(c) approving the key employee retention plan ("**KERP**") and granting a priority charge in favour of Management entitled to the KERP, ranking behind the Directors' Charge, in the maximum amount of $200,000;

(d) approving the settlement agreement dated February 22, 2024 among the Applicants, the Lenders and Hyde Advisory and Investments Inc. ("**HAI**") and the payments contemplated therein, and granting a priority charge in favour of HAI, ranking behind the DIP Lenders Charge and ahead of the Directors Charge, in the maximum amount of $180,000 plus applicable taxes; and

(e) approving the Monitor's First and Second Reports.

7. On March 25, 2024 and April 16, 2024 this Court granted Orders to extend the Stay Period from March 29, 2024 to April 19, 2024 and to May 7, 2024 in order to facilitate negotiations of the Share Purchase Agreement.

8. On May 7, 2024, this Court granted an Order (the "**Approval and Reverse Vesting Order**"), *inter alia*:

(a) approving the Share Purchase Agreement ("**Share Purchase Agreement**") among GN Ventures, Safari Flower and NE SPC II LP or its nominee or assignee (the "**Purchaser**", "**Blacksail**" or the "**DIP Lender**") dated April 29, 2024, for the purchase and sale of all of the issued and outstanding shares of the Company (the "**Purchased Shares**");

(b) upon closing of the transaction (the "**Transaction**") contemplated by the Share Purchase Agreement, adding 1000877547 Ontario Inc. ("**ResidualCo**") as an Applicant to these CCAA proceedings;

(c) approving releases ("**Releases**") in favour of (1) Dr. Leanne Brigitte Simons and Mr. Patrick Grobe as directors of the Applicants in connection with the Sale Process (as defined below) and as at the date of the commencement of the CCAA proceedings; (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) EY, in its capacity as Monitor in these CCAA proceedings (the "**Monitor**") and its legal counsel; and (5) the current directors, officers, employees, legal counsel and advisors of Hyde Advisory & Investments Inc. ("**HAI**") in connection with the Sale Process (as defined below) and as at the date of the commencement of the CCAA proceedings;

(d) expanding the powers of the Monitor over ResidualCo; and

(e) terminating the Directors' Charge, Consultant's Charge and KERP Charge effective on the closing of the Transaction.

9. In addition, on May 7, 2024, this Court granted an Order (the "**May 7 Ancillary Order**"), *inter alia*:

(a) increasing the authorized borrowings under the Second Amended DIP Term Sheet between the Applicants and the DIP Lender and the maximum amount of the DIP Lender's Charge from the principal amount of $1,300,000 to $2,600,000 (plus interest, fees and expenses);

(b) extending the stay period in favour of the Applicants from April 19, 2024 to and including June 30, 2024.

UPDATE ON CCAA PROCEEDINGS

10. Since the Approval and Reverse Vesting Order and May 6 Ancillary Order, and pursuant to the assignment agreement entered into between the Safari Flower Group's secured lenders, Blacksail and Gray Jay Estates Inc. ("**Gray Jay**" and together with Blacksail, the "**Lenders**"), Blacksail was determined to be the ultimate purchaser under the Share Purchase Agreement.

11. Blacksail has incorporated 1000914263 Ontario Limited as its nominee Purchaser.

12. The Applicants and the Purchaser are diligently working towards closing the transaction, and anticipate closing to take place on or about July 17, 2024. The Purchaser requires additional time to prepare for and structure the closing, including obtaining Health Canada approval.

RELIEF SOUGHT

Approval of the Monitor's Sixth Report, Conduct, Activities and Fees

13. The Monitor's activities, conduct and decisions are set out in the Sixth Report;

14. The fees and disbursements of the Monitor and Gowling, since the commencement of these CCAA proceedings are set out in the Monitor's Sixth Report and the Fee Affidavits

appended thereto and included in the Sixth Report are the Estimated Fees to the conclusion of these CCAA proceedings.

15. The Monitor and its counsel have maintained detailed records of their professional time and costs since the commencement of these CCAA proceedings as detailed in the Fee Affidavits.

16. Pursuant to paragraphs 27 and 28 of the ARIO, the Monitor and its counsel, shall be paid their reasonable fees and disbursements and shall pass their accounts before this Court. In addition, pursuant to paragraph 29 of the ARIO, the Monitor and its counsel (along with the Applicants' counsel) were granted a charge on the Property of the Applicants as security for their fees and disbursements.

17. The Applicants have reviewed the fees and disbursements of the Monitor and its counsel and believe that their accounts are fair and reasonable in the circumstances and respectfully request that the Court approve the Monitor's and its counsel's fees and disbursements including the fee estimates as set out in the Sixth Report and the Fee Affidavits, including the Estimated Fes.

Termination of CCAA Proceedings, Court Ordered Charges and the Monitor's Discharge and Release

18. The Applicants are seeking an order terminating these CCAA proceedings and discharging and releasing the Monitor upon the service of a Termination Certificate by the Monitor on the Service List.

19. At the CCAA Termination Time (which occurs upon service of the Termination Certificate on the Service List), the Applicants also seek to terminate all remaining court-ordered

priority charges after the Closing of the Transaction, namely the Administration Charge and the DIP Lender's Charge.

20. As set out above, the Purchaser and the Applicants, with the assistance of the Monitor as required, are diligently working towards closing the Transaction.

21. It is currently anticipated that closing of the Transaction will take place on or about July 17, 2024, but in any event no later than July 25, 2024.

22. Upon the closing of the Transaction, GN Ventures and ResidualCo will no longer have business operations or employees. The Monitor's remaining activities will include, among other things, potentially assigning ResidualCo in bankruptcy, and other activities as set out in the Sixth Report.

23. Upon the completion of the activities required to complete the administration of these CCAA proceedings, the Monitor will serve the Termination Certificate on the Service List to effect the termination of these CCAA proceedings.

24. The Applicants and the Monitor have complied with their obligations and carried out their responsibilities under the CCAA and the Orders granted by this Honourable Court.

25. Once the closing of the Transaction occurs and the Monitor has completed the matters required to complete the administration of these CCAA proceedings, the objectives of these CCAA proceedings will have been accomplished, and it will be appropriate to terminate the proceedings.

Extension of the Stay Period

26. The Stay Period currently expires on June 30, 2024 and the Applicants seek to extend the Stay Period to the earlier of: (i) July 26, 2024; or (ii) the CCAA Termination Time (the "**Extended Stay Period**").

27. The Applicants, with the assistance of the Monitor, prepared an updated cash flow forecast (the "**Updated Cash Flow Forecast**") for the period June 17, 2024 to July 28, 2024, which will be appended to the Sixth Report. The Updated Cash Flow Forecast will demonstrate that the Applicants have sufficient cash during the extended Stay Period.

28. The Extended Stay Period is reasonable in light of the Updated Cash Flow Forecast, and provides the Applicants with time to close the Transaction.

29. The Applicants have acted and continue to act in good faith and with due diligence.

30. No creditors will suffer material prejudice as a result of the granting of the Extended Stay Period.

31. The Monitor and the Lenders support the relief sought by the Applicants in this Motion.

I. GENERAL

32. The Monitor supports all of the relief sought on this Motion;

33. The provisions of the CCAA and the statutory, inherent and equitable jurisdiction of this Court;

34. Rules 1.05, 2.03, 3.02, 16, 37, and 59.06 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, and section 106 and 137 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

35. Sections 97, 100, 106 and 137(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43; and

36. Such further and other grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

37. The Seventh Simons Affidavit, and the exhibits annexed thereto;

38. The Sixth Report of the Monitor, to be filed, including the Fee Affidavits; and

39. Such further and other evidence as counsel may advise and as this Honourable Court may admit.

June 24, 2024

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Lawyers for the Applicants

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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
Proceeding commenced at Toronto

NOTICE OF MOTION
(RETURNABLE JUNE 26, 2024)

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TAB 2

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

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

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AFFIDAVIT OF LEANNE BRIGITTE SIMONS
(sworn June 24, 2024)

June 24, 2024

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AFFIDAVIT OF LEANNE BRIGITTE SIMONS
(sworn June 24, 2024)

I, LEANNE BRIGITTE SIMONS, of the City of Burlington, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I swear this Affidavit in support of a motion 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**", and collectively with Safari Flower, the "**Applicants**" or the "**Safari Flower Group**") for an Order (the "**Stay Extension and CCAA Termination Order**") substantially in the form attached as **Tab "3"** to the Applicants' Motion Record, *inter alia*:

   (a) abridging the time for service of the Notice of Motion and dispensing with service on any other person other than those served;

   (b) approving the Sixth Report of Ernst & Young Inc. ("**EY**"), in its capacity as monitor of the Applicants (the "**Monitor**"), to be filed, (the "**Sixth Report**"), and the activities set out therein;

(c) approving (i) the fees and disbursements of the Monitor and the Monitor's legal counsel, Gowlings WLG (Canada) LLP ("**Gowling**") as described in the Sixth Report, and the fee affidavits appended thereto (the "**Fee Affidavits**") and (ii) the Estimated Fees (as defined in the Sixth Report) to complete the administration of these proceedings;

(d) terminating the proceedings under the CCAA, effective upon the Monitor serving a certificate substantially in the form of Schedule A to the Stay Extension and CCAA Termination Order (the "**Termination Certificate**") on the Service List in these CCAA proceedings (the "**CCAA Termination Time**");

(e) effective at the CCAA Termination Time:

(1) terminating, releasing and discharging the Administration Charge and the DIP Lender's Charge as defined in the Initial Order;

(2) discharging EY as Monitor of the Applicants; and

(3) releasing EY, Gowling and their respective affiliates, current or former directors, officers, partners, employees or agents, as applicable (together, the "**Released Parties**") from any and all liability that the Released Parties have or may have by reason of, or in any way related to the within proceedings or with respect to their conduct in connection with the within proceedings, save and

except for any gross negligence or willful misconduct on the Released Parties' part; and

(f) extending the stay of proceedings (the "**Stay Period**") in favour of the Applicants from June 30, 2024 to the earlier of: (i) July 26, 2024; or (ii) the CCAA Termination Time.

2. I have personal knowledge of the matters to which I herein depose. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true. All references to currency in this Affidavit are references to Canadian dollars, unless otherwise indicated.

3. Capitalized terms not otherwise defined herein have the meanings prescribed to them in the Amended and Restated Initial Order dated January 22, 2024 (the "**ARIO**"), my seventh affidavit sworn June 24, 2024 (the "**Seventh Affidavit**") or the Share Purchase Agreement (as defined below). A copy of the ARIO is attached hereto as **Exhibit "A"**.

I. Background of the CCAA Proceedings

4. The full background of the Applicants leading to these CCAA Proceedings can be found in my first affidavit sworn January 11, 2024 (the "**First Affidavit**"). A copy of my First Affidavit, without exhibits, is attached hereto as **Exhibit "B"**.

5. On January 12, 2024, Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted the Initial Order in favour of the Applicants under the CCAA, which was thereafter amended and restated by the ARIO.

6. Pursuant to the ARIO, among other things:

(a) the Applicants are parties to which the CCAA applies;

(b) EY was appointed as Monitor of the Applicants in these CCAA Proceedings;

(c) a stay of proceedings was granted in favour of the Applicants for an initial stay period up to and including February 29, 2024;

(d) the Applicants were authorized to obtain and borrow under the DIP Term Sheet from the DIP Lender, provided that borrowings under such credit facility did not exceed the principal amount of $1,000,000 (plus interest, fees, and expenses);

(e) the following charges against the Property were granted, in the following priority rankings (the "**Priority Charges**"):

(i) First – Administration Charge (to the maximum amount of $350,000);

(ii) Second – DIP Lender's Charge; and

(iii) Third – Directors' Charge (to the maximum amount of $243,000).

7. On February 27, 2024, the Court granted an Order (the "**February 27 Order**"), attached hereto as **Exhibit "C"**, among other things:

(a) extending the Stay Period from February 29, 2024 to and including March 29, 2024;

(b) increasing the authorized borrowings under the Amended DIP Term Sheet, secured by the DIP Lender's Charge to a maximum principal amount of $1,300,000 plus interest, fees, legal costs and any other amounts payable under the Amended DIP Term Sheet;

(c) approving the key employee retention plan ("**KERP**") and granting a priority charge (the "**KERP Charge**") in favour of Management entitled to the KERP, ranking behind the Directors' Charge, in the maximum amount of $200,000;

(d) approving the settlement agreement dated February 22, 2024 among the Applicants, the Lenders and Hyde Advisory & Investments Inc. ("**HAI**") and the payments contemplated therein, and granting a priority charge in favour of HAI (the "**Consultant Charge**"), ranking behind the DIP Lender's Charge and ahead of the Directors Charge and KERP Charge, in the maximum amount of $180,000 plus applicable taxes; and

(e) approving the Monitor's First Report dated January 19, 2024 and the Second Report dated February 23, 2024.

8. On March 25, 2024, the Court granted an order (the "**March Stay Extension Order**"), extending the Stay Period from March 29, 2024 to and including April 19, 2024. A copy of the March Stay Extension Order is attached hereto as **Exhibit "D"**.

9. On April 16, 2024, the Court granted an order (the "**April Stay Extension Order**"), extending the Stay Period from April 19, 2024 to and including May 7, 2024. A copy of the April Stay Extension Order is attached hereto as **Exhibit "E"**.

10. On May 7, 2024, this Court granted an Order (the "**Approval and Reverse Vesting Order**"), *inter alia*:

(a) approving the Share Purchase Agreement ("**Share Purchase Agreement**") among GN Ventures, Safari Flower and NE SPC II LP or its nominee or assignee (the "**Purchaser**", "**Blacksail**" or the "**DIP Lender**") dated April 29, 2024, for the purchase and sale of all of the issued and outstanding shares of the Company (the "**Purchased Shares**");

(b) upon closing of the transaction (the "**Transaction**") contemplated by the Share Purchase Agreement, adding 1000877547 Ontario Inc. ("**ResidualCo**") as an Applicant to these CCAA proceedings;

(c) approving releases ("**Releases**") in favour of (1) Dr. Leanne Brigitte Simons and Mr. Patrick Grobe as directors of the Applicants in connection with the Sale Process (as defined below) and as at the date of the commencement of the CCAA proceedings; (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) EY, in its capacity as Monitor in these CCAA proceedings (the "**Monitor**") and its legal counsel; and (5) the current directors, officers, employees, legal counsel and advisors of HAI in connection with the Sale Process (as defined below) and as at the date of the commencement of the CCAA proceedings;

(d) expanding the powers of the Monitor over ResidualCo; and

(e) terminating the Directors' Charge, Consultant's Charge and KERP Charge, effective on the closing of the Transaction.

11. A copy of the Approval and Reverse Vesting Order is attached hereto as **Exhibit "F"**.

12. In addition, on May 7, 2024, this Court granted an Order (the "**May 7 Ancillary Order**"), *inter alia*:

(a) increasing the authorized borrowings under the Second Amended DIP Term Sheet between the Applicants and the DIP Lender and the maximum amount of the DIP Lender's Charge from the principal amount of $1,300,000 to $2,600,000 (plus interest, fees and expenses);

(b) extending the stay period in favour of the Applicants from April 19, 2024 to and including June 30, 2024.

13. A copy of the Approval and Reverse Vesting Order is attached hereto as **Exhibit "G"**.

II. Update on These CCAA Proceedings

14. Since the Approval and Reverse Vesting Order and May 6 Ancillary Order, and pursuant to the assignment agreement entered into between the Safari Flower Group's secured lenders, Blacksail and Gray Jay Estates Inc. ("**Gray Jay**" and together with Blacksail, the "**Lenders**"), Blacksail was determined to be the ultimate purchaser under the Share Purchase Agreement.

15. I understand from Blacksail that it has incorporated 1000914263 Ontario Limited as its nominee Purchaser.

16. The Applicants and the Purchaser are diligently working towards closing the transaction, and anticipate closing to take place on or about July 17, 2024. I have been working with a principal of Blacksail to complete the schedules to the Share Purchase Agreement, which are largely complete.

17. I understand that the Purchaser requires additional time to prepare for and structure the closing, including obtaining Health Canada approval.

III. Relief Sought

A. Approval of the Monitor's Sixth Report, Conduct, Activities and Fees

18. The Monitor's activities, conduct and decisions are set out in the Sixth Report.

19. The fees and disbursements of the Monitor and Gowling since the commencement of these CCAA proceedings are set out in the Monitor's Sixth Report and the Fee Affidavits appended thereto and included in the Sixth Report are the Estimated Fees to the conclusion of these CCAA proceedings.

20. The Monitor and its counsel have maintained detailed records of their professional time and costs since the commencement of these CCAA proceedings as detailed in the Fee Affidavits.

21. I understand that paragraphs 27 and 28 of the ARIO contemplate that the Monitor and its counsel be paid their reasonable fees and disbursements and shall pass their accounts

before the Court. In addition, I understand that the Monitor and its counsel (along with the Applicants' counsel were granted a charge on the Property of the Applicants as security for their fees and disbursements as set out in paragraph 29 of the ARIO.

22. The Applicants have reviewed the fees and disbursements of the Monitor and its counsel and believe that their accounts are fair and reasonable in the circumstances and respectfully request that the Court approve the Monitor's and its counsel's fees and disbursements as set out in the Sixth Report and the Fee Affidavits, and the Estimated Fees as set out in the Sixth Report.

B. Termination of CCAA Proceedings, Court Ordered Charges and the Monitor's Discharge and Release

23. The Applicants are seeking an order terminating these CCAA proceedings and discharging and releasing the Monitor upon the service of a Termination Certificate by the Monitor on the Service List.

24. At the CCAA Termination Time (which I understand will occur upon service of the Termination Certificate on the Service List, subject to the granting of the Stay Extension and the CCAA Termination Order), the Applicants also seek to terminate all remaining court-ordered priority charges after the Closing of the Transaction, namely the Administration Charge and the DIP Lender's Charge.

25. As set out above, the Purchaser and the Applicants, with the assistance of the Monitor as required, are diligently working towards closing the Transaction.

26. It is currently anticipated that closing of the Transaction will take place on or around July 17, 2024, but in any event, no later than July 25, 2024.

27. Upon the closing of the Transaction, GN Ventures will no longer be the parent of the Company and will no longer have business operations or employees. ResidualCo will also not have any business or employees. I understand that the Monitor's remaining activities will include, among other things, potentially assigning ResidualCo in bankruptcy.

28. Upon the completion of the activities required to complete the administration of these CCAA proceedings, the Monitor will serve the Termination Certificate on the Service List to effect the termination of these CCAA proceedings.

29. I am of the view the Applicants and the Monitor have complied with their obligations and carried out their responsibilities under the CCAA and the Orders granted by the Court.

30. Once the closing of the Transaction occurs and the Monitor has completed the matters required to complete the administration of these CCAA proceedings, the objectives of these CCAA proceedings will have been accomplished, and it will be appropriate to terminate the proceedings.

C. Extension of the Stay Period

31. The Stay Period currently expires on June 30, 2024 and the Applicants seek to extend the Stay Period to the earlier of: (i) July 26, 2024; or (ii) the CCAA Termination Time (the "**Extended Stay Period**").

32. The Applicants, with the assistance of the Monitor, have prepared an updated cash flow forecast (the "**Updated Cash Flow Forecast**") for the period June 17, 2024 to July 28,

2024, which will be appended to the Sixth Report. The Updated Cash Flow Forecast will demonstrate that the Applicants have sufficient cash during the extended Stay Period.

33. I am of the view that the Extended Stay Period is reasonable in light of the Updated Cash Flow Forecast, and provides the Applicants with time to close the Transaction.

34. The Monitor and the Lenders support the relief sought by the Applicants in this Motion.

35. Based on the above, I am not aware of any creditors that will suffer material prejudice as a result of the granting of the extended Stay Period.

36. I am of the view that the Applicants have acted and continue to act in good faith and with due diligence.

IV. Conclusion

37. I swear this affidavit in support of the Applicants' motion under the CCAA for the Stay Extension and CCAA Termination Order in the form attached at Tab 3 of the Motion Record, and for no other or improper purpose.

SWORN before me at the City of Toronto, in the Province of Ontario, this 24th day of June, 2024 in accordance with O. Reg. 431/20 Administering Oath or Declaration Remotely Commissioner for Taking Affidavits	**LEANNE BRIGITTE SIMONS**

This is Exhibit “A” referred to in the Affidavit of Leanne Brigitte Simons sworn by Leanne Brigitte Simons of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GINA RHODES

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	MONDAY, THE 22ND
	)	
JUSTICE OSBORNE	)	DAY OF JANUARY, 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. (the "**Applicants**")

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day via Zoom video conference.

ON READING the affidavits of Leanne Brigitte Simons sworn on January 12, 2024 (the "**Simons Affidavit**"), January 19, 2024 (the "**Second Simons Affidavit**") and January 22, 2024 (the "**Supplementary Simons Affidavit**"), the first report of Ernst & Young Inc., dated January 19, 2024 (the "**First Report**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, and counsel for Gray Jay Estates Inc. ("**Gray Jay**") and Blacksail, in its capacity as general partner of NE SPC II LP and the DIP Lender (as hereinafter defined), no one appearing for any other party although duly served as appears from the affidavit of service of Maureen McLaren sworn on January 22, 2024, and on reading the consent of Ernst & Young Inc., to act as the Monitor of the Applicants ("**Monitor**"),

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Simons Affidavit and the Second Simons Affidavit.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**")

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of

this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the banking and cash management system currently in place as described in the Simons Affidavit or replace it with another substantially similar banking and cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges; and

(c) any taxes, duties, or other payments required under the Cannabis Legislation (as defined below).

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

9. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances

upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

(a) with the consent of the Monitor, permanently or temporarily cease, downsize or shut down any of their business or operations and to dispose of redundant or non-material assets not exceeding $200,000 in any one transaction or $1,000,000 in the aggregate;

(b) terminate the employment of such of its employees or temporarily lay off such of its employees as the Applicants deem appropriate; and

(c) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "**Restructuring**").

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

12. **THIS COURT ORDERS** that until and including February 29, 2024, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all

Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

14. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

15. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, testing and irradiation services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

16. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

17. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

18. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

19. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $243,000, as security for the indemnity provided in paragraph 18 of this Order. The Directors' Charge shall have the priority set out in paragraphs 38 and 40 herein.

20. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 18 of this Order.

APPOINTMENT OF MONITOR

21. **THIS COURT ORDERS** that Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

22. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements, including the management and use of any funds advanced by the DIP Lender (as defined below) to the Applicants under the DIP Term Sheet (as defined below);

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lender and its counsel of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings including reporting on the basis set out in the Definitive Documents (as defined below);

(d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis as agreed to by the DIP Lender;

(e) if required in the circumstances, advise the Applicants in its development of a Plan and any amendments to a Plan;

(f) assist the Applicants in communications with their stakeholders, including creditors or governmental authorities;

(g) have full and complete access to the Property wherever it may be located, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(i) perform such other duties as are required by this Order or by this Court from time to time.

23. **THIS COURT ORDERS** that the Monitor shall not occupy or take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of (or be deemed to take Possession of), or exercise (or be deemed to have exercised) any rights of control over any activities in respect of, the Property, or any assets, properties or undertakings of any of the Applicants, or the direct or indirect subsidiaries or affiliates of any of the Applicants, including any joint venture entities, for which a permit or license is issued or required pursuant to any provision of any federal, provincial, or other law respecting, among other things, the manufacturing, possession, processing, and distribution of cannabis or cannabis products including, without limitation, under the *Cannabis Act*, S.C. 2018, c. 16, the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, the *Excise Tax Act*, R.S.C. 1985, c. E. 15, *Excise Act, 2001,* S.C. 2002, c.22, the Ontario *Cannabis Control Act, 2017,* S.O. 2017, c. 26, Sched. 1, *Ontario Cannabis Retail Corporation Act*, 2017, S.O. 2017, c. 26, the *Cannabis License Act*, *2018*, S.O. 2018, c. 12, or other such applicable federal or provincial legislation (collectively, the "**Cannabis Legislation**") and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an

employer or successor employer within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

24. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take Possession of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, the Ontario *Occupational Health and Safety Act*, the Canadian *Fisheries Act*, and regulations thereunder (collectively, the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

25. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

26. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

27. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or subsequent to the date of this Order by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a weekly basis and, in addition, pay the Monitor and counsel to the Monitor retainers in the amounts of $25,000 and $25,000, respectively, to be held by them as additional security for payment of their respective fees and disbursements outstanding from time to time.

28. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

29. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $350,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of

these proceedings. The Administration Charge shall have the priority set out in paragraphs 38 and 40 hereof.

DIP FINANCING

30. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from NE SPEC II LP (the "**DIP Lender**"), in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed the principal amount of $1,000,000 (plus interest, fees and expenses in accordance with the DIP Term Sheet) unless permitted by further Order of this Court.

31. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the term sheet between the Applicants and the DIP Lender dated as of January 19, 2024 (the "**DIP Term Sheet**"), filed.

32. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, with the DIP Term Sheet, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

33. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property to secure the obligations of the Applicants to the DIP Lender under the DIP Term Sheet, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 38 and 40 hereof.

34. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon four (4) business days' written notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

35. **THIS COURT ORDERS AND DECLARES** that, unless agreed to by the DIP Lender, the DIP Lender shall be treated as unaffected in any Plan under the CCAA, or any proposal filed by the Applicants under the BIA, with respect to any advances made under the Definitive Documents or the DIP Term Sheet.

36. **THIS COURT ORDERS** that nothing herein contained shall require or deem the DIP Lender to take Possession of, or exercise any rights of control over any activities in respect of, any of the Property or the property of any direct or indirect subsidiaries or affiliates of any of the Applicants, including any joint venture entities, that is or may be: (i) subject to any Cannabis Legislation; or (ii) environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any Environmental Legislation.

37. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the DIP Lender under this Order, any other Order of the Court (whether made pursuant to these proceedings or otherwise), or at law, the DIP Lender shall incur no liability or obligation as a result of carrying out the provisions of this Order, including under any Cannabis Legislation, save and except for any gross negligence or willful misconduct on its part.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

38. **THIS COURT ORDERS** that the priorities of the Administration Charge and the Directors' Charge (collectively, the "**Charges**"), as among them, shall be as follows:

> First – Administration Charge (to the maximum amount of $350,000);
>
> Second – DIP Lender's Charge (to the maximum principal amount of $1,000,000 plus interest, fees, legal costs and any other amounts payable under the DIP Term Sheet);
>
> Third – Directors' Charge (to the maximum amount of $243,000).

39. **THIS COURT ORDERS** that the filing, registration or perfection of Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

40. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

41. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants

also obtain the prior written consent of the Monitor, the DIP Lender, and the beneficiaries of the Charges, or further Order of this Court.

42. **THIS COURT ORDERS** that the Directors' Charge, the Administration Charge, the DIP Term Sheet, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by any of the Applicants of any Agreement to which any Applicant is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Applicants pursuant to this Order, the DIP Term Sheet or the Definitive Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

43. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

SERVICE AND NOTICE

44. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in Globe & Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five (5) business days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the any of Applicants of more than $1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

45. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-

commercial) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.ey.com/ca/safari

46. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the respective Applicant and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

47. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

48. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

49. **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 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 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 the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

50. **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.

51. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

52. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

53. **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.

Osborne, J.

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST

Proceeding commenced at TORONTO

AMENDED AND RESTATED INITIAL ORDER
(Dated January 22, 2024)

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Lawyers for the Applicants

This is Exhibit “B” referred to in the Affidavit of Leanne Brigitte Simons sworn by Leanne Brigitte Simons of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GINA RHODES

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**")

AFFIDAVIT OF LEANNE BRIGITTE SIMONS
(sworn January 11, 2024)

January 11, 2024

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ONTARIO
SUPERIOR COURT OF JUSTICE
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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**")

AFFIDAVIT OF LEANNE BRIGITTE SIMONS
(sworn January 10, 2024)

I, LEANNE BRIGITTE SIMONS, of the City of Burlington, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am the Chief Executive Officer ("**CEO**"), President and a Director of 9869247 Canada Limited (d.b.a. Safari Flower Company) ("**Safari Flower**"). I am also the Chief Executive Officer and a Director of GN Ventures Ltd. ("**GN Ventures**", and collectively with Safari Flower, the "**Applicants**" or the "**Safari Flower Group**"). I have held these positions since my appointment on or about January 10, 2022.

2. I hold a PhD in Analytical Chemistry, and a Masters of Business Administration degree in Operational Management. I have been working in the cannabis industry since 2016, starting in the cannabis R&D segment, and have over twenty years of experience in regulated pharmaceutical and clinical testing, drug development, clinical testing service and study data management tools. I am also a Director of the C45 Quality Association, a

not-for-profit organization of quality assurance professionals for cannabis regulatory advocacy.

3. As CEO, my primary responsibilities include managing the Safari Flower Group's overall operations and resources, communicating with the shareholders, government regulatory agencies, secured creditors and overseeing the officers and employees of the team.

4. As such, I have personal knowledge of the matters to which I herein depose. Where I have obtained information from others, I have stated the source of my information and, in all such cases, believe such information to be true. All references to currency in this Affidavit are references to Canadian dollars, unless otherwise indicated.

I. INTRODUCTION

A. Relief Sought

5. I swear this affidavit in support of, among other things, an application by the Safari Flower Group for protection from its creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). As explained more fully below, the purpose of the CCAA proceedings is to obtain CCAA proceeding is to give the Applicants' breathing room so they can finalize negotiations and complete a transaction for a restructuring of the Safari Flower Group, following a pre-filing sales and investment solicitation process (the "**Sale Process**") conducted by the Applicants.

6. The Applicants are seeking an order (the "**Initial Order**") substantially in the form attached at Tab 4 of the Application Record herein, granting the Applicants protection from their creditors and certain ancillary relief including, among other things:

(a) declaring that the Applicants are parties to which the CCAA applies;

(b) appointing Ernst & Young Inc. (“**EY**”) as Monitor of the Applicants in these proceedings (the “**Proposed Monitor**” and, if appointed, the “**Monitor**”);

(c) granting an administration charge in the amount of $150,000 (the “**Administration Charge**”) in favour of counsel for the Applicants, the Monitor and its counsel;

(d) granting a directors’ charge in favour of the directors and officers of the Applicants in the amount of $61,000 (“**Directors’ Charge**” and together with the Administration Charge, the “**Priority Charges**”); and

(e) granting an initial stay of proceedings to January 22, 2024 (the “**Stay Period**”).

7. If an Initial Order is granted, the Applicants intend to return to Court no later than January 22, 2024 (the “**Comeback Hearing**”) to seek an order (the “**Amended and Restated Initial Order**”), among other things

(a) extending the Stay Period;

(b) increasing the amount of the Priority Charges;

(c) approving the DIP Term Sheet (as defined below) between the Applicants and Garrington Group of Companies (“**Blacksail**”, and in such capacity, the “**DIP Lender**”), authorizing borrowings under the DIP Loan (as defined below) in an amount up to $1,000,000 (plus interest, fees and expenses), and granting a charge in favour of the DIP Lender (the “**DIP Lender’s Charge**”).

8. Shortly after the Comeback Hearing, the Applicants intend to use the CCAA proceedings to return to Court to seek an order (the "**Approval and Reverse Vesting Order**"), among other things:

(a) approving a share purchase agreement to be finalized before the Comeback Hearing (the "**Share Purchase Agreement**") between Safari Flower, GN Ventures, and one of the Lenders (as defined below, and in such capacity, the "**Purchaser**"), and the transaction contemplated therein (the "**Transaction**");

(b) adding ResidualCo (as defined below) as an Applicant to these CCAA proceedings;

(c) vesting in the Purchaser all of the Safari Flower Group's right, title and interest in and to the Transferred Assets, free and clear from any Encumbrances, except for the Permitted Encumbrances, to be described in the Share Purchase Agreement;

(d) vesting in the Purchaser all of the GN Ventures' right, title and interest in and to the Purchased Shares (being all of the issued and outstanding common shares of Safari Flower), free and clear from any Encumbrances;

(e) vesting absolutely and exclusively in ResidualCo, all Excluded Assets, Excluded Contracts and Excluded Liabilities, to be described in the Share Purchase Agreement; and

(f) approving releases ("**Releases**") in favour of (1) the current and former directors, officers, employees, legal counsel and advisors of the Safari Flower

Group and ResidualCo, (2) the Monitor and its legal counsel, and (3) the Purchaser and its current and former directors, officers, employees, legal counsel and advisors (collectively, the "**Released Parties**").

B. Overview of Applicants' Business

9. The Safari Flower Group is a licenced cultivator and processor of cannabis with its operations in the Fort Erie region of Ontario, where it owns and operates a state-of-the-art indoor facility.

10. The Safari Flower Group's business largely focuses on white labeling business to business (B2B) cannabis production, genetics cultivation and bulk wholesale. The scope of our business includes: (i) an end to end manufacturing of cannabis goods to finished package; (ii) qualified vendor registration of product sales in the domestic recreational market; and (iii) bulk cannabis sales in both the domestic recreational and international medicinal markets.

11. Safari Flower is licensed by Health Canada to sell the following forms of cannabis: cannabis plant seeds, dried cannabis, and fresh cannabis.

12. The Safari Flower Group also holds international certifications, permitting it to supply cannabis to the Israeli and Australian medicinal cannabis markets. In addition, Safari Flower supplies cannabis to the European medicinal cannabis market. Although it previously engaged an intermediary in compliance with applicable regulations, in November, 2023, it obtained its European Good Manufacturing Practice certification to supply cannabis without an intermediary to the European medicinal cannabis market.

13. The Applicants pride themselves on their solid reputation for launching several successful products and reliably managing a high-quality, consistent cannabis supply chain with retail wholesalers in the industry. It is the only licensed producer in the Niagara Region with a female-led management team.

14. Although the Safari Flower Group was cash positive at its year-end in 2021, its financial success has, unfortunately, become difficult to maintain. This is due to, among other things, the domestic price compression of cannabis arising from the oversupply of cannabis flower in the market.

15. Notwithstanding its best efforts, and as set out in further detail below, the Safari Flower Group is insolvent. Its debt load is in excess of $44 million and the aggregate value of its property is not sufficient to pay of all of its liabilities.

16. Based on the Cash Flow Forecast (as defined below), the Applicants will have sufficient cash to sustain operations only for a very limited length of time if the contemplated Transaction is not approved.

C. Restructuring Efforts to Date

(i) Pivoting Business Operations

17. To overcome these constraints, the Safari Flower Group pivoted its business operations in an effort to maintain profitability over the last two years. These efforts have included: (i) obtaining international certifications to expand sales of medicinal cannabis in those markets; (ii) expanding its white label products domestically; and (iii) working with retail stores to create their own craft store brands.

(ii) Accommodation Agreement and Sale Process

18. On June 30, 2023, the Safari Flower Group entered into an accommodation agreement (as amended from time to time, the "**Accommodation Agreement**") with its two *pari-passu* secured lenders, Gray Jay Estates Inc. ("**Gray Jay**") and Blacksail, in its capacity as general partner of NE SPC II LP (together with Gray Jay, the "**Lenders**"). The combined secured debt owing to the Lenders totals approximately $29,150,000. A copy of the Accommodation Agreement is attached hereto as **Exhibit "A"**.

19. As explained further below, the Accommodation Agreement provided Safari Flower with, among other things:

(a) a forbearance period whereby Gray Jay and Blacksail agreed not to take any steps to enforce their security;

(b) an interim financing loan from Blacksail in the maximum amount of $2,000,000 (the "**Interim Financing Loan**"), subject to certain conditions; and

(c) the ability to engage Hyde Advisory & Investments Inc. (the "**Consultant**" or "**HAI**") to run a Sale Process for the purchase and sale of all or substantially all of the assets or equity of the Safari Flower Group.

20. The Consultant ran a thorough Sale Process over a period of four months as detailed further below. As a result of the Sale Process, there was one qualified offer submitted by a third party. The Lenders, who reserved their right to do so, ultimately rejected this offer and began negotiations among themselves for a mixed credit bid and cash transaction.

21. As explained below, it is the Safari Flower Group's understanding that the Lenders negotiated assignment agreements which contemplated Gray Jay agreeing to purchase the secured debt and security of Blacksail of Blacksail and credit bid for the Safari Flower Group's business by January 9, 2024, failing which Blacksail would be able to purchase Gray Jay's secured debt and security on January 12, 2024. However, these assignment agreements were not executed by Gray Jay.

22. It is the Safari Flower Group's understanding that Gray Jay did not purchase the debt of Blacksail on January 9, 2024, and as such, Blacksail intends to be the Purchaser under the Share Purchase Agreement, though negotiations between the Lenders are ongoing.

D. Purpose of CCAA Proceeding

23. The Applicants have commenced these CCAA proceedings with the ultimate goal of protecting the interests of their creditors and other stakeholders, with a view to having the business emerge from CCAA protection in a stronger form that preserves its enterprise value and employment for all, or substantially all, of its employees.

24. If CCAA protection is granted to the Applicants, they intend to use the CCAA proceedings and Court protection to seek Court approval to sell the Safari Flower Group's business and property, including Safari Flower's issued and outstanding shares (collectively, the "**Property**") to the Purchaser by way of a reverse vesting order.

25. In order to effectively transition the business, the Transaction contemplates using a reverse vesting structure to effect the transfer of the Transferred Assets to the Purchaser

and the transfer of the Excluded Assets and Excluded Liabilities from Safari Flower to ResidualCo.

26. Given the challenges of the domestic market and the fact that the Stevensville Facility (as defined below) is capable of growing high quality cannabis in compliance with the required specifications of international buyers, the Applicants believe that their go-forward strategy will maximize recoveries for its stakeholders and continue to serve its customers while preserving employment for as many employees as reasonably possible.

27. To achieve their objectives, the Applicants require, among other things, the necessary "breathing room" to negotiate the Share Purchase Agreement and complete the Transaction.

II. OVERVIEW OF THE APPLICANTS

A. The Safari Flower Group's Background and Corporate Structure

28. GN Ventures (formerly Tykolis Real Estate Group Ltd.) is the 100% parent of, and is a holding company for, Safari Flower.

29. GN Ventures was incorporated under *Business Corporations Act* (Alberta) on September 4, 2015. GN Ventures' head office is located in Calgary, Alberta, but it maintains no operations there. The core business operations are carried on in Ontario. Attached as **Exhibit "B"** hereto is a copy of a Certificate of Incorporation for GN Ventures.

30. The Safari Flower Group's secured lender, Gray Jay, is one of the shareholders of GN Ventures. The former owner of the Stevensville Facility, Tykolis Holdings Ltd., is a preferred shareholder of GN Ventures.

31. Safari Flower is the operating entity of the Applicants, and was incorporated under the *Canada Business Corporations Act* on August 15, 2016. It is the registered owner of the Stevensville Facility (as defined below), located in Stevensville, Ontario, which is where Safari Flower's head office and senior management team are located, and where the Safari Flower Group's operations take place. Attached as **Exhibit "C"** hereto is a copy of a Corporate Profile Report for Safari Flower.

B. The Business

32. The Safari Flower Group focuses on producing premium cannabis products, utilizing its purpose-built and climate-controlled, 59,000 square foot indoor cultivation and processing facility and known municipally as at 2818 House Road, Stevensville, Ontario, in the Niagara Region (the "**Stevensville Facility**").

33. In Canada, the Safari Flower Group supplies bulk products to licensed producers and produces white label products designed for retail store brands. In respect of the latter, Safari Flower produces and sells a craft retail-store cultivar to various retailers, who then sell it as a branded product through their own stores.

34. The Safari Flower Group has a vast retailer network, selling its cannabis products to over 200 stores across four provinces, including Ontario, Saskatchewan, Manitoba, and Alberta.

35. Another large component of the Safari Flower Group is international sales to the medicinal markets in Israel, Australia, and Germany. The international medicinal markets present highly regulated medical product entrants with stricter quality requirements than in Canada. As the Safari Flower Group is able to produce premium cannabis flower products that meet the purity requirements of the European Pharmacopoeia[1] with a precise level of consistency, this greatly facilitates and enhances its ability to enter into and thrive in those markets.

36. The international medicinal market has become a major focus of the Safari Flower Group's business model, as the margins can range anywhere from two to three times higher than the average price in Canada. Due to oversaturation, the recreational market in Canada is significantly lower, which leaves very little room to generate anywhere near the margins that are achievable in international markets.

37. The Applicants have a strong reputation and footprint in both domestic and international sales. In fact, Safari Flower's Master Grower was awarded a Master Grower of the Year Award by the Grow Up Conference & Expo in 2022.[2] As well, Safari Flower has published peer reviewed scientific literature on the topics of genetics preservation and plant disease remediation for commercial cultivation.

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[1] A compendium of texts on the qualitative and quantitative composition of medicines, including the tests needed to be carried out, the standards needed to be met, and the substances used to manufacture medicines.

[2] This title is awarded to the professional grower whose dedication to their craft consistently produces top quality crops for the marketplace and a positive workplace for the sector.

C. The Stevensville Facility

38. The Stevensville Facility is the backbone of the business and a key component to its success. It provides for the greatest possible control of all growing variables, including light, temperature, and humidity. Built in 2019 by Trigon Construction, a related entity to one of the Applicants' secured lenders, it has 10 rooms, including a mother room,[3] and features an on-site power cogeneration system using natural gas. Safari Flower is equipped with a tissue culture laboratory for plant propagation and genetics preservation. A copy of the site plan map for the Stevensville Facility is attached hereto as **Exhibit "D"**.

39. By generating on-site electrical power, Safari Flower's energy expenses are reduced by potentially 30-40% per year.

40. The Stevensville Facility is also backed by extensive heating and cooling mechanical systems, including six chillers, five boilers, heat recovery and dispersion towers, and has irrigation automation systems for the cultivation and manufacturing of high-quality cannabis flower that is compliant with all international medicinal cannabis regulations. The Safari Flower Group can produce upwards of seven (7) tons of cannabis products per year.

41. Due to the sophisticated building design, plant tissue culture excellence, and use of clean fume, the Applicants have had essentially zero crop failures in the past two years.

[3] The growing space in which cannabis mother plants are grown and cultivated.

D. The Safari Flower Group's Boards of Directors and Officers

42. GN Ventures' board of directors is composed of Patrick Grobe, Bill Van Haeren and myself. Mr. Van Haeren is also a director of Gray Jay.

43. Safari Flower's board of directors is composed of Patrick Grobe and myself.

44. Mr. Grobe and I are also the officers of GN Ventures and Safari Flower. Mr. Grobe is the Chief Financial Officer ("**CFO**"); I am the CEO.

45. Safari Flower's female-led management team includes: (i) Angelica Lasso, Director of Strategic Operations; (ii) Beatrix Csemer, Director of Quality and Compliance; and (iii) Stacie Hollingworth, Master Grower.

E. Licensing

(i) Canada

46. Safari Flower holds a standard cultivation and processing license under the *Cannabis Act* (Canada) and the related *Cannabis Regulations* (the "**Cannabis License**"). The Cannabis License is effective until May 18, 2027, a copy of which is attached hereto as **Exhibit "E".**

47. Safari Flower was also granted a research license by Health Canada (the "**Research License**") that allows Safari Flower to possess cannabis for the purpose of sensory research based on the relevant study submitted to Health Canada. The Research License is effective until March 24, 2028, a copy of which is attached hereto as **Exhibit "F"**.

48. In addition to the above licenses, under the excise duty framework, a Canada Revenue Agency ("**CRA**") cannabis license ("**CRA Cannabis Licence**") is required in order to produce or package cannabis products. Safari Flower holds a CRA Cannabis License for this purpose that expires on September 22, 2024.

(ii) Global

49. Safari Flower also holds a Control Union Medical Cannabis Standard certificate and a Control Union Medical Cannabis Standard Good Agricultural Practices certificate (together, the "**CUMCS Certificates**"), permitting it to cultivate, harvest, package, and supply cannabis to the medicinal cannabis markets in Israel, Australia and most of Europe.

50. The CUMCS Certificates declare that Safari Flower's activities comply with the:

(a) Control Union Medical Cannabis Standard;

(b) World Health Organization ("**WHO**") guidelines on good agricultural practices and good agricultural and collection practices for medicinal plants;

(c) WHO guidelines for assessing quality of herbal medicines with reference to contaminants and residues;

(d) International Standard for Good Agricultural Practices;

(e) Guidelines of the Dutch Government for Cannabis for Medical Use; and

(f) Israeli Medical Cannabis Agency Good Agricultural Practices.

51. The CUMCS Certificates are effective until April 3, 2024. A copy of the CUMCS Certificates are attached hereto as **Exhibit "G"**.

52. With its CUMCS Certificates, Safari Flower meets the requirements to be able to sell to Australia's medicinal cannabis market. Australia does not have a separate certification, but requires cannabis products to pass specific testing for medical use, which is similar to the requirements to obtain the CUMCS Certificates.

53. Safari Flower obtained its European Union Certificate of Good Manufacturing Practice ("**EU-GMP**"), facilitated by a German medicinal distribution company sponsor, which permits the supply cannabis for medicinal purposes directly to Germany, and other European countries that require the EU-GMP. As explained above, Safari Flower has supplied cannabis to Germany's medicinal market through an EU-GMP certified intermediary. With the EU-GMP, Safari Flower can sell into and supply the German market directly.

F. Employees and Payroll

54. As GN Ventures is a holding company, it has no employees.

55. Safari Flower, being the operating entity, has 29 employees, all of whom are full-time. Twenty-one of the employees are salaried, and the remaining 8 employees are paid on an hourly basis.

56. The Applicants' payroll is administered through a third-party payroll service, namely Ceridian payroll service.

57. I am advised by Mr. Grobe, the Safari Flower Group's CFO, and confirm that all payroll and employee source deductions and remittances for the Safari Flower Group are current.

58. The Applicants do not sponsor, administer, or otherwise have any registered or unregistered pension plans for their employees.

G. Banking and Cash Management

59. The Safari Flower Group maintains three accounts, exclusively at the Bank of Montreal ("**BMO**") for all of its cash management, collections, and disbursements. GN Ventures maintains one operating account, and Safari Flower maintains two accounts: an operating account and a control account which is unused at present.

60. All accounts are held at BMO, South Trail Crossing in Calgary, Alberta, and Mr. Grobe as CFO, is the administrator on the software and a signing authority on all accounts.

61. GN Ventures and Safari Flower's operating accounts are the day-to-day operating accounts of the Applicants.

62. Safari Flower's operating account is also used as a flow-through account to collect revenues from sales of packaged goods to provincial government distributors or retailers, such as the Ontario Cannabis Retail Corporation ("**OCRC**"),[4] and to ensure that excise tax is paid monthly.

[4] OCRC operates as the Ontario Cannabis Store.

III. FINANCIAL CIRCUMSTANCES AND CASH FLOW FORECAST

A. Financial Performance

63. The Safari Flower Group's fiscal year end is December 31. Attached hereto as **Exhibit "H"** are the Consolidated Financial Statements for the December 31, 2022 year-end.

64. The unaudited, consolidated financial statements through December, 2023 are attached hereto as **Exhibit "I"**.

65. As at December 31, 2023, the Safari Flower Group's total assets are $31,585,155 and the total liabilities are $55,207,452.

B. Assets

66. As at December 31, 2023, the Applicants' assets were composed of the following:

(a) Current assets, including cash and cash equivalents, accounts receivable, prepaid expenses, inventory, and biological assets in the amount of $3,687,849; and

(b) Non-current assets in the amount of $27,897,306.

67. In particular, such non-current assets include, among other assets: (i) property, plant and equipment in the amount of $25,576,035; (ii) license fees/Intangible Assets in the amount of $2,035,549; (iii) inventory in the amount of $1,693,697; and (iv) other assets in the amount of $285,722.

C. Liabilities

68. As at December 31, 2023, the Safari Flower Group has total liabilities of $55,207,452, composed of the following:

(a) Accounts payable (excluding related parties) and accrued liabilities in the amount of $1,726,765;

(b) Amounts due to related parties totaling $4,262,468; and

(c) Principal and interest payable in the aggregate amount of $30,903,520.

D. Secured Creditors

69. As noted above, the Safari Flower Group has two *pari passu* secured creditors: Gray Jay and Blacksail.

(i) The Gray Jay Loan

70. To assist with the construction of the Stevensville Facility, Gray Jay and Safari Flower entered into a Secured Grid Promissory Note dated August 16, 2018, as amended on June 1, 2019 (together, the "**Gray Jay Loan**"). The advances under the Gray Jay Loan are guaranteed by GN Ventures. A copy of the Gray Jay Loan is attached as **Exhibit "J"**.

71. As security for the obligations set out in the Gray Jay Loan, Safari Flower executed a general security agreement dated August 16, 2018 (the "**Gray Jay GSA**"). A copy of the Gray Jay GSA is attached as **Exhibit "K"**.

72. As additional security, Safari Flower granted a collateral charge in the amount of $25,000,000 in favour of Gray Jay, which was registered on title to the Stevensville Facility on August 17, 2018 by Instrument No. SN562069 (the "**Gray Jay Mortgage**" and together with the Gray Jay GSA, the "**Gray Jay Security**"). A copy of the parcel register for the Stevensville Facility evidencing the Gray Jay Mortgage is attached hereto as **Exhibit "L"**.

73. To date, the outstanding principal loan amount owed to Gray Jay is $11,115,523. As of June 1, 2019, interest accrues on the principal amount outstanding under the Gray Jay Loan at the rate of 12% per annum.

(ii) The NE SPC II "Blacksail" Loan

74. On January 23, 2020, the Safari Flower Group entered into a commitment letter (the "**Commitment Letter**") with Blacksail, for, among other things, the refinancing of a related party loan amount up to $25,000,000. The Commitment Letter was subsequently amended on July 21, 2021, October 15, 2021, January 7, 2022, February 1, 2022, and July 21, 2022 (collectively, the "**Blacksail Loan**"). Safari Flower is the borrower under the Blacksail Loan, which is guaranteed by GN Ventures. A copy of the Blacksail Loan is attached as **Exhibit "M"**.

75. The Blacksail Loan provided for interest accruing at the rate of 12% per annum from the date of funding to the Maturity Date (defined below).

76. The original term under the Blacksail Loan was 18 months; however, this was subsequently amended by various amendments and the Accommodation Agreement (as

noted above), such that the maturity date was October 31, 2023, which has thereafter been extended to the closing of the Transaction (the "**Maturity Date**").

77. The security granted in support of the Blacksail Loan includes: (i) a collateral first charge in the amount of $25,000,000, registered on title to the Stevensville Facility (the "**Blacksail Mortgage**"), subject to the Priority Agreement with Gray Jay; (ii) a guarantee in favour of Blacksail from GN Ventures; and (iii) general security agreements executed by each of Safari Flower and GN Ventures, providing Blacksail with a security interest in all present and after-acquired personal property of Safari Flower and GN Ventures, respectively, except consumer goods (the "**Blacksail GSA**" and collectively with the Blacksail Mortgage, the **"Blacksail Security**"). Copies of the Blacksail Security and the guarantee executed by GN Ventures in favour of Blacksail are attached as **Exhibit "N"**.

78. The Blacksail Loan required Safari Flower to maintain a minimum cash balance of $500,000 in a blocked interest-bearing account (the "**Segregated Funds**"). The Segregated Funds and the blocked account agreement are for the benefit and security of both Blacksail and Gray Jay, subject to the terms and conditions of the Priority Agreement. Tha Blacksail Loan also requires Safari Flower to maintain a minimum monthly cash balance of $1,750,000, comprised of a minimum operating account balance of $1,250,000 and the Segregated Funds. These requirements required the approval of Gray Jay and were never put in place, as Safari Flower did not receive the required approvals from Gray Jay.

79. Blacksail has advanced a total of $12,710,854 to the Safari Flower Group under the Blacksail Loan, not including the amounts advanced under the Accommodation Agreement as explained below.

80. Safari Flower's monthly interest payments under the Blacksail Loan are $120,000, and its principal payments are $79,000.

81. The Blacksail Mortgage was registered on title to the Stevensville Facility on January 23, 2020 by Instrument No. SN617506. Gray Jay registered a postponement on title to the Stevensville Facility on January 23, 2023, in connection with the Blacksail Security.[5]

(iii) The Priority Agreement

82. The Gray Jay Security and Blacksail Security are subject to the Priority Agreement among Blacksail, Gray Jay and Safari Flower dated January 23, 2020 (the "**Priority Agreement**"). Attached hereto as **Exhibit "O"** is a copy of the Priority Agreement.

83. Section 3.01 of the Priority Agreement provides that each of the Blacksail Security and Gray Jay Security "shall rank *pari passu* with the other, with all the Security being for the benefit and security of both Lenders, without any preference or priority to either."

84. The Priority Agreement also includes the following provisions, among others:

(a) Each Lender postpones and subordinates the security of such Lender to the security of the other Lender. Gray Jay has registered its postponement in favour of Blacksail on title to the Stevensville Facility on January 23, 2020;

[5] See the parcel registry for the Stevensville Facility, previously attached as Exhibit "K".

(b) Each Lender shall provide notice to the other Lender and the Safari Flower Group upon becoming aware of any default under the terms of the respective security;

(c) The indebtedness of Safari Flower to Gray Jay secured by the Gray Jay Security will not exceed the principal amount of $11,115,523; and

(d) Excluded from the Priority Agreement is interest owed to Gray Jay up to the date of the first advance from Blacksail, which, at the date of the Priority Agreement, was $2,872,155.97.

85. Further, the Priority Agreement includes certain restrictions requiring that Blacksail and Gray Jay obtain the prior written consent of the other before making certain changes to their respective security, including altering dates or amounts of the repayments of principal, changes in rates of interest, and changes in the amount of credit available under the Commitment Letter or Gray Jay Loan.

(iv) ***Personal Property Security Act*** **Registrations**

86. Blacksail is the only secured creditor registered against GN Ventures under the *Personal Property Security Act* (Ontario) and the *Personal Property Security Act* (Alberta) (collectively, the "**PPSA**"). Attached hereto as **Exhibit "P"** is a certified copy of Ontario Personal Property Security Registration System Enquiry Response Certificates in respect of GN Ventures, current to January 8, 2024, which disclose the following registrations:

Debtor Entity	Registration Number	Secured Party	Duration	Collateral
GN Ventures Ltd. (formerly Tykolis Real Estate Group Ltd.)	20191213 1001 1590 2814 Renewal: 20221115 1452 1590 8468	NE SPC II LP	3 years (Renewal for 3 years on November 15, 2022)	Inventory Equipment Accounts Other Motor Vehicle Included
	20191213 1003 1590 2816 Renewal: 2022 1115 1047 1590 8387	NE SPC II LP	3 years (Renewal for 3 years on November 15, 2022)	Inventory Equipment Accounts Other Motor Vehicle Included

87. Attached hereto as **Exhibit "Q"** is a copy of Alberta Personal Property Registry Search Results current to January 10, 2024 in respect of GN Ventures, disclosing the following registrations:

Entity	Registration Number	Registering Agent	Duration	Collateral
GN Ventures Ltd.	20011718127	NE SPC II LP	5 years (January 17, 2025)	All present and after acquired personal property of the Debtor.
	20011718364	NE SPC II LP	Infinity	

88. Blacksail and Gray Jay are registered against Safari Flower under the *Personal Property Security Act* (Ontario). Attached hereto as **Exhibit "R"** is a certified copy of Ontario Personal Property Security Registration System Enquiry Response Certificates in respect of Safari Flower, current to January 7, 2024, which disclose the following registrations:

Debtor Entity	Registration Number	Secured Party	Duration	Collateral
9869247 Canada Limited	20180817 1118 1862 0422 Renewal: 20230626 1047 1590 9154	Gray Jay Estates Inc.	5 years (Renewal for 5 years on June 26, 2023)	Inventory Equipment Accounts Other Motor Vehicle Included
	20191213 0957 1590 2810 Renewal: 2022 1115 1047 1590 8388	NE SPC II LP	3 years (Renewal for 3 years on November 15, 2022)	Inventory Equipment Accounts Other Motor Vehicle Included
	20191213 1000 1590 2813 Renewal: 20221115 1047 1590 8389	NE SPC II LP	3 years (Renewal for 3 years on November 13, 2025)	Accounts Other

(v) The Blacksail Forbearance

89. On January 18, 2023, Blacksail and the Safari Flower Group executed a forbearance agreement (the "**Forbearance Agreement**"), which contemplated Blacksail, among other things, agreeing to defer the principal payments under the Blacksail Loan from December 1, 2022 to and including April 30, 2023. This payment deferral was subsequently extended to June 30, 2023. A copy of the Forbearance Agreement is attached as **Exhibit "S"**.

90. The terms of the Forbearance Agreement included a requirement that Safari Flower would maintain an additional sum of $250,000 in a separate interest-bearing account (the "**Additional Segregated Funds**") forming part of the Blacksail Security, but excluded from the operation of the Priority Agreement. The Safari Flower Group was also required, among other things, to provide a direction to BMO to wire the Additional Segregated Funds to Blacksail, which would be held in escrow pending the occurrence of an Event of Default by Safari Flower under the Blacksail Loan.

91. Although the Forbearance Agreement was executed by Blacksail and the Applicants, it also required Gray Jay's acknowledgment and acceptance of the terms of the Forbearance Agreement and a subordination of its security interest in the Additional Segregated Funds, notwithstanding the terms of the Priority Agreement. Gray Jay declined to execute the Forbearance Agreement.

92. Despite Gray Jay's non-execution of the Forbearance Agreement, Blacksail honoured its terms and has not required principal payments from the Applicants; it also did not insist

on the payment of the Additional Segregated Funds. Safari Flower continues to pay interest, but no extension of loan capitalized fees have been paid.

93. The Forbearance Agreement expired on June 30, 2023.

(vi) The Accommodation Agreement

94. In anticipation of the expiry of the Forbearance Agreement, the Safari Flower Group entered into the Accommodation Agreement with the Lenders.

95. The Accommodation Agreement provided Safari Flower with, among other things:

(a) a forbearance period whereby Gray Jay and Blacksail agreed not to take any steps to enforce their security until the earlier of October 31, 2023, the closing of a transaction for the sale of the Applicants' business, or an event of default;

(b) the Interim Financing Loan from Blacksail in the maximum amount of $2,000,000, with an interest rate of 14% per annum payable on the last Business Day of every month, along with additional fees as set out in the Accommodation Agreement. The Interim Financing Loan was advanced by Blacksail and is secured by the Blacksail Security, and Gray Jay has agreed that notwithstanding the Priority Agreement, the Interim Financing Loan will be repaid in priority to all other amounts owing to the Lenders;

(c) a key employee retention plan; and

(d) the ability for the Consultant to run the Sale Process in accordance with the terms and timelines set out therein.

96. The term of the Accommodation Agreement has now expired.

E. Other Liabilities

(i) Promissory Notes

97. On or about February 28, 2018, Tykolis Holdings Ltd. sold the property on which the Stevensville Facility is located (consisting of 28 acres) to Safari Flower. The sale price was believed to be the estimated fair market value at the time of sale. As consideration for the land, Safari Flower issued a non-interest bearing demand promissory note payable to Tykolis Holdings Ltd.

(ii) CEBA Loan

98. Due to challenges faced by the Safari Flower Group due to the COVID-19 pandemic, the Safari Flower Group applied for and received a Canadian Emergency Business Account ("**CEBA**") loan of $120,000 ("**CEBA Loan**"). The interest-free period under the CEBA Loan was initially to December 31, 2022, beyond which interest would accrue at the rate of 5% per annum starting on January 1, 2023. However, the Government of Canada has extended the interest-free period and maturity date to December 31, 2023. The CEBA Loan remains outstanding.

(iii) Additional Debts

99. The following amounts are owed by the Safari Flower Group on an unsecured, non-interest bearing basis:

(a) Stevensville Lawn Service Inc. $544,061.29; and

(b) Trigon Construction $3,418,407.18

(iv) Equipment Rental Agreement

100. On November 1, 2022, Safari Flower entered into an equipment rental agreement renewal with Silver Chef Rentals Inc. ("**SilverChef**"), whereby SilverChef agreed to rent two vacuum sealers to Safari Flower for a period of 12 months in exchange for payment in the amount of approximately $310/week (the "**Rental Agreement**").

F. Cash Flow Forecast

101. The Safari Flower Group, with the assistance of the Proposed Monitor, has prepared a projected cash flow forecast (the "**Cash Flow Forecast**") for the period beginning on January 8, 2024 and ending January 28, 2024 that is premised on, among other things, the assumption that the Applicants will be granted CCAA protection and that the DIP Term Sheet and DIP Lender's Charge as set out herein will be approved as part of the Amended and Restated Initial Order.

102. Blacksail has agreed to provide a debtor-in-possession credit facility (the "**DIP Loan**") until the Transaction is approved by the Court. The DIP Lender and the Applicants, in consultation with the proposed Monitor, are in the process of negotiating the commitment letter (the "**DIP Term Sheet**").

103. I understand that Blacksail is no longer willing to fund the Safari Flower Group operations without the benefit of a CCAA process.

104. I believe that the Cash Flow Forecast is a reasonable forecast of the Applicants' cash flow for the initial Stay Period. Attached hereto as **Exhibit "T"** is a copy of the Cash Flow Forecast.

IV. CHALLENGES FACED BY THE APPLICANTS AND PRIOR RESTRUCTURING EFFORTS

A. Overview of Challenges

105. The Canadian cannabis industry is an extremely challenging operating environment. The industry is highly regulated, highly taxed, and is fraught by delays at all levels of government. Many of the challenges faced by the Safari Flower Group are industry-wide.

106. The Safari Flower Group has taken significant steps toward addressing its challenges, as set out below, but unfortunately is carrying a debt load in excess of $44 million.

B. Timing and Changes to Market Conditions

107. The *Cannabis Act* (Canada) came into effect on October 17, 2018 and made Canada the second country in the world to formally legalize the cultivation, possession, acquisition and consumption of cannabis and its by-products.

108. The Canadian cannabis industry has undergone significant changes since legalization. As a newly-legal industry, there was considerable initial over-exuberance in assumptions related to market conditions, including projected demand levels, sales revenue and profit margins within the competitive landscape regulated by Health Canada licenses.

109. As a consequence, the industry was over-saturated with new entrants. Upon legalization in October of 2018, Health Canada issued licenses to relatively few cannabis companies.

That number now stands at approximately 800, which has significantly increased competition, alongside the illicit cannabis market, which continues to operate without tax liability. Over-supply of cannabis products has led to significant price compression and over-saturation of products. Today, cannabis is sold in Canada on a wholesale basis for $0.85 to $1.10 per gram.

110. As well, in October 2018, the Province decided to control only the online retail sales of cannabis and permit private retail stores. However, retail wholesale product distribution is dominated by the government-owned OCRC, operating as the Ontario Cannabis Store. This has posed challenges for the Applicants in particular, who have the ability, but are not permitted, to sell more of their white label products to certain retail stores. Instead, the Ontario Cannabis Store limits product registration, voluntary price changes, and the amount of cannabis stock keeping units (SKUs) that a retailer can purchase from any one producer.

111. In addition, the COVID-19 pandemic impacted retail store access of products distributed by the Ontario Cannabis Store and other large intermediary wholesalers, which has negatively impacted sales over the last two years.

C. Restructuring Efforts to Date

112. The Safari Flower Group has made significant efforts over the past year to restructure its business in order to address its financial challenges.

113. In particular, the Safari Flower Group has obtained international certifications to expand sales of medicinal cannabis into those markets. Its international contracts also require

50% of the purchase price at the outset as a deposit, with the balance due upon delivery. This helps to avoid the inherent risks associated with these types of agreements, including the risk of vendors reneging on their agreements and/or reducing amounts of cannabis requested for a smaller purchase price.

114. The Safari Flower Group has also diligently worked to ensure that its operations and production are in compliance with the stricter regulations abroad. The Safari Flower Group works with facilities that perform product refinement and testing as done internationally to ensure compliant packaged product and reliable payment collections.

115. In addition, the Safari Flower Group has pivoted its business to try to avoid the over-supply of cannabis products by expanding its white label product sales domestically, as well as working with retail stores to create their own craft store brands. The Applicants use real time sales data to determine the amount that should be supplied to the retail stores, and discuss with the stores directly.

116. Despite these measures, based on its current financial forecasts, the Applicants will only have sufficient cash to sustain operations for a very limited length of time, and will be unable to operate without a DIP Loan being approved at the Comeback Hearing.

117. In light of the liquidity issues faced by the Safari Flower Group, steps were taken over the last two years to initiate discussions with Blacksail and Gray Jay for amendments to the respective loans and to obtain additional funding.

118. As an example of challenges faced in the re-negotiations of the Loans, after multiple consecutive mortgage extension agreements with Blacksail, Mr. Grobe and I negotiated

the Forbearance Agreement with Blacksail in January 2023, discussed in more detail above.

119. Given the constrained operating environment structured by the Loan Agreements and contemplating our findings after an extensive review of the strategic market evaluations and transaction alternatives for the Safari Flower Group, Mr. Grobe and I determined that that the best path forward for the Safari Flower Group was to conduct a comprehensive Sale Process. We negotiated the Accommodation Agreement with the Lenders in June 2023, which was crucial to commencing the Sale Process.

D. Sale Process

120. With the support of the Lenders through the Accommodation Agreement, Safari Flower engaged HAI, a well-regarded industry specialist, to facilitate a Sale Process outside of the CCAA in order to maximize value. Attached as **Exhibit "U"** is a copy of the engagement letter dated June 7, 2023 between the Safari Flower Group and HAI (the "**Consultant Agreement**").

121. The Lenders at all times reserved the right to submit a credit bid in the Sale Process.

122. The Sale Process is summarized below, and will be further described in these CCAA proceedings, if the Initial Order is granted.

123. HAI is an experienced cannabis business broker and trusted advisor to the global cannabis sector. Through its expansive cannabis industry network, spanning 23 countries, HAI facilitates mergers, acquisitions, strategic investments, partnerships, joint ventures,

pre-acquisition due diligence, and EUGMP export/supply chain activities with licensed cannabis businesses in North America and worldwide.

124. Shortly after executing the Consultant Agreement, HAI prepared a teaser letter (the "**Teaser**") to detail the Safari Flower Group's business, but kept the name of the company anonymous until interested parties signed a non-disclosure agreement ("**NDA**"). HAI's team was comprised of 8 professionals with a wide-range of experience.

125. The Teaser was broadly advertised on social media, including LinkedIn and X (formerly Twitter), as well as featured in HAI's newsletter and website. HAI's advertising efforts reached approximately 1,600-1,700 professionals in the cannabis industry worldwide.

126. Any interested potential purchaser that contacted HAI was carefully vetted by HAI to determine if they were a viable purchaser. HAI has certain criteria it uses to determine such viability, including, among other things:

(a) Ability to move at a reasonable speed to conduct due diligence;

(b) An understanding of cannabis industry or similar industry that HAI can review;

(c) Proof of funds;

(d) Nature of interest and understanding that there is a certain cost to run Safari Flower's business and a willingness to expend resources to do so;

(e) Nature of inquiries of the operations of the business; and

(f) Efforts and intentions to visit the Stevensville Facility and conduct due diligence.

127. Once interested purchasers were deemed viable by HAI and signed an NDA, they were given access to an electronic data room (the "**Data Room**") created by me and Mr. Grobe, in consultation with HAI. Interested purchasers were also able to visit the Stevensville Facility for a tour facilitated by me and representatives from HAI. HAI was present at each site visit of the Stevensville Facility.

128. Seven (7) interested purchasers, based in Canada and the U.S., signed an NDA and were given access to the Data Room. These seven interested purchasers signed letters of intent ("**LOIs**") to purchase Safari Flower's business on or around October 13, 2023.

129. HAI discussed the LOIs with management and with the Lenders. We agreed that the offers above $10,000,000 would move onto the final stage of the Sale Process towards submitting a formal bid (the "**Bid**").

130. On November 6, 2023, HAI sent a letter and draft share purchase agreement to the four potential purchasers who submitted a LOI above $10,000,000 (the "**Finalists**"). The letter set out the guidelines to submit a formal bid (the "**Guidelines**"), including how a formal bid must be made, by when (the "**Bid Deadline**"), and that a $1,000,000 deposit must accompany the bid.

131. At all times during the discussions with the Finalists, HAI and I made the Finalists aware that the Lenders had the option to decline the highest bid and submit a credit bid, and that any bid would be subject to the Applicants' commencing a formal CCAA process for the approval of a sale transaction. The Finalists were given the each Lender's loan and security documents and were aware of the total amount of secured debt.

132. On the Bid Deadline, only one Finalist submitted a proper Bid in accordance with the Guidelines. The Bid from the Finalist was significant and the result of a thorough, extensive, and transparent Sale Process.

133. However, the Bid from the Finalist was lower than the amount of total secured debt owed to the Lenders, and the Lenders determined that the Bid was insufficient. As a result, the Lenders declined to accept the Bid and began the negotiations I described above.

134. It is the Safari Flower Group's understanding that the Lenders negotiated assignment agreements, though not signed by Gray Jay, which contemplated Gray Jay purchasing the secured debt and security of Blacksail of Blacksail and credit bid for the Safari Flower Group's business. I was informed by Blacksail that Gray Jay was supposed to purchase Blacksail's debt and security originally by December 18, 2023.

135. On or around December 18, 2023, Blacksail advised that Gray Jay requested an extension to January 9, 2024 to purchase Blacksail's debt and security. Blacksail advised that they agreed to Gray Jay's requested extension.

136. I have been advised by Blacksail that Gray Jay did not purchase the debt of Blacksail on January 9, 2024. Blacksail has advised that it intends to be the Purchaser.

V. CCAA PROCEEDINGS AND RELIEF SOUGHT

A. Need for CCAA Proceedings and Eligibility

137. The Applicants have determined that the CCAA process is the most beneficial plan of action to obtain Court-approval of the Transaction and maximize value for the Safari Flower Group's stakeholders.

138. The Safari Flower Group has debt in excess of $5 million, is insolvent and is facing a liquidity crisis. Absent DIP financing, the Safari Flower Group will be unable to pay operating expenses in the next few weeks.

B. Appointment of Monitor

139. The Applicants propose that EY be appointed as Monitor in these CCAA proceedings. EY has consented to act as Monitor, subject to Court approval, and its written consent is included at Tab 3 of the Application Record.

140. EY is a trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (Canada), and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA.

141. EY has provided advisory services Blacksail and certain related companies with respect to Safari Flower; however, this engagement has now ceased.

142. As a result of EY's previous role, EY has a detailed understanding of the Applicants' operations, cash flows, financial challenges, strategic initiatives and restructuring efforts

to date. EY is in a position to quickly and seamlessly perform its responsibilities as Monitor, if appointed.

143. EY has reviewed, and assisted in the preparation of, the Cash Flow Forecast, and has provided guidance and assistance in the commencement of these CCAA proceedings.

144. The Proposed Monitor has retained Gowling WLG (Canada) LLP to act as its independent counsel.

C. Administration Charge

145. The Applicants seek a super-priority charge over the Applicants' Property (as defined in the Initial Order) in favour of the Proposed Monitor, counsel to the Proposed Monitor, and counsel to the Applicants (collectively, the "**Professionals Group**"), to secure payment of their professional fees and disbursements, whether incurred before or after the date of the Initial Order (the "**Administration Charge**").

146. The proposed Administration Charge being sought at the initial CCAA Application is for a maximum amount of $150,000 in order to secure the payment of fees and expenses incurred in connection with moving for the within relief sought and for the initial ten (10) day protection period leading up to the Comeback Hearing.

147. It is contemplated that the Professionals Group will necessarily have extensive involvement during the CCAA proceedings until the closing of the Transaction, if approved. The Professionals Group have contributed and will continue to contribute to the Applicants' restructuring efforts, and will ensure that there is no unnecessary duplication of roles among them.

148. In preparation of the Cash Flow Forecast, the Applicants, in consultation with the Proposed Monitor, considered the professional fees forecasted to be incurred on a weekly basis during the cash flow period. The Applicants have forecast to incur professional fees in connection with the CCAA proceedings to the end of the week of the Comeback Hearing including, without limitation, preparing for same, communicating with employees and stakeholders following the initial filing, and complying with statutory notices, mailings and communications.

149. Accordingly, I believe the quantum of the Administration Charge sought is reasonably necessary at this time to secure the professional fees of the Professionals Group.

D. Directors' Charge

150. The Applicants seek a charge on the Applicants' Property in favour of the Applicants' current officers and directors in priority to all other charges other than the Administration Charge, up to a maximum amount of $61,000. The quantum of the Directors' Charge was developed with the assistance and support of the Proposed Monitor.

151. To ensure the ongoing stability of the Safari Flower Group's business during the CCAA proceeding, it requires the continued participation of its officers and directors. The officers and directors have skills, knowledge and expertise, as well as established relationships with various stakeholders that will contribute to a successful restructuring. As a practical but critical matter, the other two directors and I hold the individual security clearance that Health Canada requires of a licensed cannabis company to have in order to maintain its Cannabis License.

152. The Safari Flower Group carries a management liability insurance package for its directors and officers from Trinity Underwriting (the "**D&O Policy**") with a policy limit of $3 million.

153. The term of the D&O Policy expires on December 8, 2024. The Safari Flower Group's directors and officers have the benefit of the D&O Policy that provides them with coverage for certain claims and liabilities that may arise, with certain exceptions.

154. The Safari Flower Group's ordinary course operations give rise to potential director or officer liability, including for employee source deductions and sales tax. To address legitimate concerns expressed with respect to their potential exposure if they continue to act (rather than resign), the directors and officers have requested reasonable protection against personal liability that might arise during the post-filing period. The Directors' Charge is intended to address potential claims that may be brought against directors and officers.

155. The Safari Flower Group is of the view that the quantum of the Directors' Charge is reasonably necessary at this time to address circumstances that could lead to potential directors' liability prior to the Comeback Hearing.

E. Stay of Proceedings in Favour of the Applicants

156. Given the challenges faced by the Applicants described herein, the Safari Flower Group requires a stay of proceedings to maintain the *status quo* and to give the Applicants the breathing space they require to negotiate and complete a transaction, subject to Court approval.

157. The Initial Order contemplates a stay of all proceedings against the Applicants and their Property for an initial Stay Period of ten (10) days, which I understand is the maximum that can be authorized by a Court at the initial Application under the CCAA.

F. Relief to be Sought at the Comeback Hearing

(i) Amended and Restated Initial Order

158. If the Initial Order is granted, the Applicants propose to return to this Court for a Comeback Hearing on or before January 22, 2024.

159. At the Comeback Hearing, the Applicants intend to seek the Court's approval of an Amended and Restated Initial Order.

160. The relief to be sought by the Applicants at the Comeback Hearing is expected to include:

(a) an extension of the Stay Period for a sufficient length of time to allow the Applicants to seek Court approval of a Share Purchase Agreement and Transaction;

(b) an increase in the quantum of the Administration Charge and the Directors' Charge; and

(c) approval of the DIP Term Sheet between the Applicants and Blacksail, authorizing borrowings under the DIP Loan in an amount up to $1,000,000 (plus interest, fees and expenses), and granting a DIP Lender's Charge.

161. The Applicants may seek additional relief if determined to be necessary or advisable.

VI. CONCLUSION

162. I believe that, based on the details set out above, the Applicants ought to be granted protection under the CCAA. I verily believe that granting the draft Initial Order is in the best interests of the Applicants as well as their employees, creditors, and other stakeholders.

163. As set out above, I believe that CCAA protection will enable the Applicants to negotiate and complete a transaction with the Purchaser, allowing Safari Flower to emerge from these proceedings as a financially viable and restructured entity, for the benefit of its stakeholders.

164. I swear this affidavit in support of an Application under the CCAA for an Initial Order in the form contained at Tab 4 of the Application Record, and for no other or improper purpose.

SWORN before me at the City of Toronto, in the Province of Ontario, this 11th day of January, 2024 in accordance with O. Reg. 431/20 Administering Oath or Declaration Remotely Commissioner for Taking Affidavits	Brigitte Simons **LEANNE BRIGITTE SIMONS**

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 9869247 CANADA LIMITED (d.b.a. SAFARI FLOWER COMPANY) and GN VENTURES LTD. (the "**Applicants**")	Court File No.: CV-24-00712687-00CL
	ONTARIO **SUPERIOR COURT OF JUSTICE** **(COMMERCIAL LIST)** Proceedings commenced at Toronto
	AFFIDAVIT OF LEANNE BRIGITTE SIMONS **(sworn January 11, 2024)**
	MILLER THOMSON LLP 40 King Street West, Suite 5800 Toronto Ontario M5H 3S1, Canada **Larry Ellis LSO#: 49313K** lellis@millerthomson.com Tel: 416.595.8639 **Craig A. Mills LSO#: 40947B** cmills@millerthomson.com Tel: 416.595.8596 **Gina P. Rhodes LSO#: 78849U** grhodes@millerthomson.com Tel: 416.597.4321 Lawyers for the Applicants

This is Exhibit “C” referred to in the Affidavit of Leanne Brigitte Simons sworn by Leanne Brigitte Simons of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GINA RHODES

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	MONDAY THE 26TH
JUSTICE OSBORNE	)	DAY OF FEBRUARY, 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
(Re: Stay Extension, DIP Increase, and Approval of KERP and Consultant Agreement)

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things: (a) extending the stay of proceedings to and including March 29, 2024, (b) increasing the authorized borrowings under the Amended DIP Term Sheet between the Applicants and NE SPC II LP (the "**DIP Lender**") dated February 23, 2024 (the "**Amended DIP Term Sheet**") and the maximum amount of the DIP Lender's Charge (as defined in the Initial Order and ARIO); (c) approving the key employment retention plan (the "**KERP**") and granting a priority charge in favour of certain employees ("**Management**") entitled to the KERP ranking behind the Directors' Charge, (d) approving the settlement agreement between the Applicants, the Lenders (as defined below), and Hyde Advisory & Investments Inc. ("**HAI**") dated February 22, 2024 (the "**Consultant Agreement**") and granting a priority charge in favour of HAI ranking behind the DIP Lender's Charge (as defined in the ARIO), and (e) approving the activities, conduct and reports of Ernst & Young Inc., in its capacity as monitor of the Applicants (the "**Monitor**"), was heard this day by Zoom videoconference,

ON READING the Motion Record of the Applicants and the Second Report of the Monitor dated February 23, 2024 ("**Second Report**"), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Gray Jay Estates Inc., counsel for Blacksail, in its capacity as general partner of NE SPC II LP and the DIP Lender, and counsel for HAI, 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 affidavit of Shallon Garrafa sworn February 23, 2024 and Maureen McLaren sworn February 27, 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.

DEFINITIONS

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Affidavits of Dr. Brigitte Simons sworn February 23, 2024 (the "**Third Simons Affidavit**"), and February 27, 2024 (the "**Supplementary Simons Affidavit**"), and the Amended and Restated Initial Order dated January 12, 2024 (the "**ARIO**").

EXTENSION OF STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period is hereby extended from February 29, 2024 to and including March 29, 2024.

DIP FINANCING INCREASE

4. **THIS COURT ORDERS** that the maximum authorized borrowings under the Amended DIP Term Sheet is hereby increased from the principal amount of $1,000,000 to $1,300,000 (plus interest, fees, and expenses).

5. **THIS COURT ORDERS** that the maximum amount secured by the DIP Lender's Charge shall be the principal amount of $1,300,000 plus interest, fees, legal costs and any other amounts payable under the Amended DIP Term Sheet.

KEY EMPLOYEE RETENTION PLAN

6. **THIS COURT ORDERS** that the Applicants' key employee retention plan (the "**KERP**") described in the Supplementary Simons Affidavit, be and is hereby approved and the Applicants are authorized and directed to make the payments contemplated thereunder, including but not limited to the payment of $30,000 each to Management as of the date of this Order, in accordance with the terms and conditions of the KERP.

7. **THIS COURT ORDERS** that the beneficiaries of the KERP shall be entitled to the benefit of and are hereby granted a charge (the "**KERP Charge**") on the Property in the amount of $200,000. The KERP Charge shall have the priority as among the Charges set out in paragraph 10 hereof and shall rank in priority to all other Encumbrances in favour of any Person.

APPROVAL OF CONSULTANT AGREEMENT

8. **THIS COURT ORDERS AND DECLARES** that the Consultant Agreement and payments contemplated thereunder to HAI are hereby approved, including but not limited to the payment of $200,000 to HAI as of the date of this Order, and the execution of the Consultant

Agreement by the Applicants is hereby approved, authorized and ratified, with such minor amendments as the Applicants, with the consent of the Monitor, may deem necessary. The Applicants are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Consultant Agreement and actions contemplated therein.

9. **THIS COURT ORDERS** that HAI shall be entitled to the benefit of and is hereby granted a charge (the "**Consultant Charge**") on the Property in the amount of $180,000 plus applicable taxes. The Consultant Charge shall have the priority among the Charges set out in paragraph 10 hereof and shall rank in priority to all other Encumbrances in favour of any Person.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

10. **THIS COURT ORDERS** that the priorities of the Administration Charge, DIP Lender's Charge, Directors' Charge, KERP Charge and Consultant Charge as set out in paragraph 38 of the ARIO, shall be amended as follows:

First – Administration Charge (to the maximum amount of $350,000);

Second – DIP Lender's Charge (to the maximum amount of $1,300,000, plus interest, fees, legal costs and any other amounts payable under the Amended DIP Term Sheet);

Third – Consultant Charge (to the maximum amount of $180,000, plus applicable taxes);

Fourth – Directors' Charge (to the maximum amount of $243,000); and

Fifth – KERP Charge (to the maximum amount of $200,000).

APPROVAL OF MONITOR'S REPORTS, CONDUCT, AND ACTIVITIES

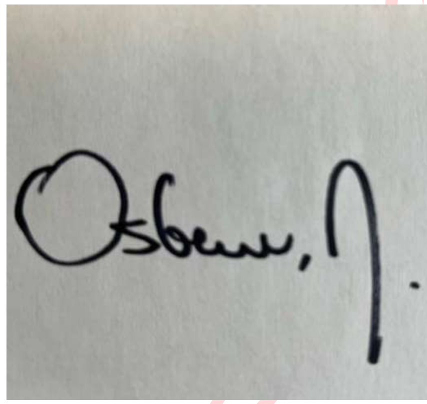
11. **THIS COURT ORDERS** that the First Report of the Monitor dated January 19, 2024, the Second Report and the activities, conduct and decisions of the Monitor as set out therein are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability shall be entitled to rely upon or utilize in any way such approval.

GENERAL

12. **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 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 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 the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

13. **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.

14. **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.



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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
(Dated February 26, 2024)

MILLER THOMSON LLP
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grhodes@millerthomson.com

Tel: (416) 595 8500
Lawyers for the Applicants

This is Exhibit “D” referred to in the Affidavit of Leanne Brigitte Simons sworn by Leanne Brigitte Simons of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GINA RHODES

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	MONDAY, THE 25TH
JUSTICE OSBORNE	)	DAY OF MARCH, 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**")

STAY EXTENSION ORDER

THIS MOTION made by the Applicants, 9869247 Canada Limited (d.b.a. Safari Flower Company) and GN Ventures Ltd. (together, the "**Applicants**") for an Order pursuant to the *Companies′ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), *inter alia*, extending the stay of proceedings, was heard this day via Zoom videoconference.

ON READING the Motion Record of the Applicants and the Third Report of the Monitor dated March 21, 2024 ("**Third Report**"), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Lenders, 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 affidavit of Maureen McLaren sworn March 21, 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 Third Report.

EXTENSION OF STAY PERIOD

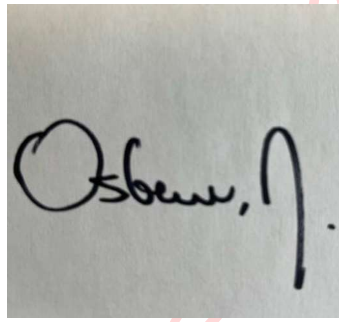
3. **THIS COURT ORDERS** that the Stay Period is hereby extended from March 29, 2024 to and including April 19, 2024.

GENERAL

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

5. **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.

6. **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.



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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
(STAY EXTENSION ORDER)
(Dated March 25, 2024)

MILLER THOMSON LLP
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cmills@millerthomson.com

Gina Rhodes LSO#: 78849U
grhodes@millerthomson.com

Tel: (416) 595 8500
Lawyers for the Applicants

This is Exhibit "E" referred to in the Affidavit of Leanne Brigitte Simons sworn by Leanne Brigitte Simons of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GINA RHODES

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	TUESDAY THE 16TH
JUSTICE OSBORNE	)	DAY OF APRIL, 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
(Re: Stay Extension)

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things, extending the stay of proceedings to and including May 1, 2024, was heard this day by Zoom videoconference,

ON READING the Motion Record of the Applicants and the Fourth Report of the Monitor dated April 15, 2024 ("**Fourth Report**"), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Gray Jay Estates Inc., counsel for Blacksail, in its capacity as general partner of NE SPC II LP and the DIP Lender, 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 affidavit of Maureen McClaren sworn April 15, 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.

DEFINITIONS

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Affidavit of Dr. Brigitte Simons sworn April 15, 2024 (the "**Fourth Simons Affidavit**"), and the Amended and Restated Initial Order dated January 12, 2024 (the "**ARIO**").

EXTENSION OF STAY PERIOD

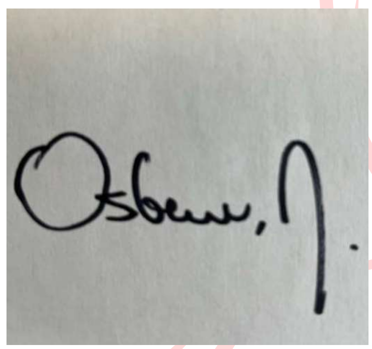
3. **THIS COURT ORDERS** that the Stay Period is hereby extended from April 19, 2024 to and including May 7, 2024.

GENERAL

4. **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 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 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 the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

5. **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.

6. **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.



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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
(Dated April 16, 2024)

MILLER THOMSON LLP
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Gina Rhodes LSO#: 78849U
grhodes@millerthomson.com

Tel: (416) 595 8500
Lawyers for the Applicants

This is Exhibit "F" referred to in the Affidavit of Leanne Brigitte Simons sworn by Leanne Brigitte Simons of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GINA RHODES

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	TUESDAY THE 7TH
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 (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.

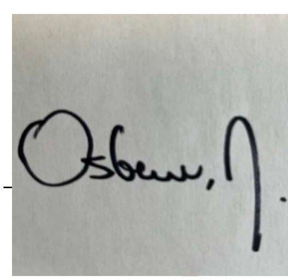
31. **THIS COURT DECLARES** that the Applicants shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies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

Per: ________________________________

Name:

Title:

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

Registration Number	Debtor	Secured Party	Duration	Collateral
20180817 1118 1862 0422 Renewal: 20230626 1047 1590 9154	9869247 Canada Limited	Gray Jay Estates Inc.	5 years (Renewal for 5 years on June 26, 2023)	Inventory Equipment Accounts Other Motor Vehicle Included
20191213 0957 1590 2810 Renewal: 20221115 1047 1590 8388	9869247 Canada Limited	NE SPC II LP	3 years (Renewal for 3 years on November 15, 2022)	Inventory Equipment Accounts Other Motor Vehicle Included
20191213 1000 1590 2813 Renewal: 20221115 1047 1590 8389	9869247 Canada Limited	NE SPC II LP	3 years (Renewal for 3 years on November 13, 2025)	Accounts Other

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)

MILLER THOMSON LLP
40 King Street West, Suite 5800
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M5H 3S1, Canada

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lellis@millerthomson.com

Craig A. Mills LSO#: 40947B
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Gina Rhodes LSO#: 78849U
grhodes@millerthomson.com

Tel: (416) 595 8500
Lawyers for the Applicants

This is Exhibit “G” referred to in the Affidavit of Leanne Brigitte Simons sworn by Leanne Brigitte Simons of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on June 24, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GINA RHODES

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	TUESDAY, THE 7TH
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

(Re: Stay Extension, DIP Increase and Approval of Monitor's Reports)

THIS MOTION made by the Applicants, 9869247 Canada Limited (d.b.a. Safari Flower Company) ("**Safari Flower**") and GN Ventures Ltd. ("**GN Ventures**", and together with Safari Flower, the "**Applicants**") for an Order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), *inter alia*, (a) extending the stay of proceedings to and including June 30, 2024, (b) increasing the authorized borrowings under the Second Amended DIP Term Sheet between the Applicants and NE SPC II LP (the "**DIP Lender**") dated 26, 2024 (the "**Second Amended DIP Term Sheet**") and the maximum amount of the DIP Lender's Charge (as defined in the Initial Order and ARIO), and (c) approving the activities, conduct and reports of Ernst & Young Inc., in its capacity as monitor of the Applicants (the "**Monitor**"), 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 DIP Lender, 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 affidavit 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 Affidavit of Dr. Brigitte Simons sworn April 29, 2024 (the "**Sixth Simons Affidavit**") or the Fifth Report.

EXTENSION OF STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period is hereby extended from May 7, 2024 to and including June 30, 2024.

DIP FINANCING INCREASE

4. **THIS COURT ORDERS** that the maximum authorized borrowings under the Second Amended DIP Term Sheet is hereby increased from the principal amount of $1,300,000 to $2,600,000 (plus interest, fees, and expenses).

5. **THIS COURT ORDERS** that the maximum amount secured by the DIP Lender's Charge shall be the principal amount of $2,600,000 plus interest, fees, legal costs and any other amounts payable under the Second Amended DIP Term Sheet.

APPROVAL OF THE MONITOR'S REPORTS, CONDUCT AND ACTIVITIES

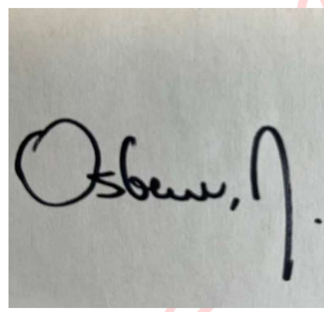
6. **THIS COURT ORDERS** that the Third Report of the Monitor dated March 21, 2024, the Fourth Report of the Monitor dated April 15, 2024, and the Fifth Report, and the activities, conduct and decisions of the Monitor as set out therein are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability shall be entitled to rely upon or utilize in any way such approval.

GENERAL

7. **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.

8. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are 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.

9. **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.



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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
(Re: Stay Extension, DIP Increase, and Approval of Monitor's Reports)
(Dated May 7, 2024)

MILLER THOMSON LLP
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M5H 3S1, Canada

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF LEANNE BRIGITTE SIMONS
(sworn June 24, 2024)

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TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	WEDNESDAY THE 26TH
JUSTICE OSBORNE	)	DAY OF JUNE, 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
(Re: Stay Extension and CCAA Termination)

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things, (i) approving the Sixth Report of Ernst & Young Inc., in its capacity as monitor of the Applicants (the "**Monitor**") dated June 24, 2024 (the "**Sixth Report**"), and the activities, conduct and decisions of the Monitor described therein; (ii) approving the fees and disbursements of the Monitor and the Monitor's legal counsel, Gowlings WLG (Canada) LLP ("**Gowling**") as described in the Sixth Report, and the fee affidavits appended thereto (the "**Fee Affidavits**"), and the Estimated Fees (as defined in the Sixth Report); (iii) terminating these CCAA proceedings at the CCAA Termination Time (as defined below); (iv) terminating the Administration Charge and the DIP Lender's Charge (as defined in the Initial Order) at the CCAA Termination Time; (v) discharging and releasing Ernst & Young Inc. as the Monitor at the CCAA Termination Time; and (vi) extending the stay of proceedings up to the earlier of July 26, 2024 and the CCAA Termination Time, was heard this day by Zoom videoconference,

ON READING the Motion Record of the Applicants and the Sixth Report, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Gray Jay Estates Inc., counsel for Blacksail, in its capacity as general partner of NE SPC II LP, 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 affidavit of service filed,

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.

DEFINITIONS

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms have the meanings given to them in the Affidavit of Dr. Brigitte Simons sworn June 24, 2024 (the "**Seventh Simons Affidavit**"), the Sixth Report, or the Initial Order dated January 12, 2024 (as amended and restated, the "**Initial Order**").

APPROVAL OF MONITOR'S SIXTH REPORT, ACTIVITIES AND FEES

3. **THIS COURT ORDERS** that the Sixth Report of the Monitor, and the activities, conduct and decisions of the Monitor as set out therein are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability shall be entitled to rely upon or utilize in any way such approval.

4. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, Gowling, as set out in the Sixth Report and the Fee Affidavits appended thereto, be and are hereby approved.

5. **THIS COURT ORDERS** that the Estimated Fees of the Monitor and Gowling in connection with the completion by the Monitor of its remaining duties and administration of these CCAA proceedings are hereby approved, and the Monitor and Gowling shall not be required to pass their accounts in respect of any further activities in connection with the completion by the Monitor of its remaining duties and administration of these CCAA proceedings.

TERMINATION OF CCAA PROCEEDINGS

6. **THIS COURT ORDERS** that, upon service by the Monitor of an executed certificate substantially in the form attached hereto as **Schedule "A"** (the "**Termination Certificate**") on the service list in these CCAA proceedings certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with the CCAA proceedings have been completed, the within CCAA proceedings shall be terminated without any further act or formality (the "**CCAA Termination Time**"), save and except as expressly provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any action or steps taken by any Person pursuant thereto.

7. **THIS COURT ORDERS** that the Monitor is hereby directed to file a copy of the Termination Certificate with the Court and post a copy of the Termination Certificate on the case website maintained by the Monitor as soon as is practicable following the service thereof on the service list in these CCAA proceedings.

8. **THIS COURT ORDERS** that the Administration Charge and the DIP Lender's Charge shall be terminated, released and discharged as of the CCAA Termination Time without any further act or formality.

DISCHARGE AND RELEASE OF MONITOR

9. **THIS COURT ORDERS** that effective at the CCAA Termination Time, Ernst & Young Inc. shall be and is discharged from its duties as the Monitor in these CCAA proceedings and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, Ernst & Young Inc. shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may be required or appropriate ("**Remaining Activities**").

10. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and Ernst & Young Inc. and its counsel shall continue to have the benefit of, any of the rights, approvals, releases, protections and stays of proceedings in favour of the Monitor and its counsel at law or pursuant to the CCAA or any Order of this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed from and after the CCAA Termination Time, including in connection with any Remaining Activities.

11. **THIS COURT ORDERS** that, effective at the CCAA Termination Time, Ernst & Young Inc., in its capacity as Monitor and in its personal capacity, Gowling and each of their respective affiliates, current and former officers, directors, partners, employees and agents, as applicable and its legal counsel, Gowlings WLG (Canada) LLP (together, the "**Released Parties**", and each a

"**Released Party**") shall be and are hereby forever irrevocably released and discharged from any Released Party, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, due or not yet due, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence in any way relating to, arising out of, or in respect of the these CCAA proceedings or with respect to their conduct in the within proceedings including any actions required or steps taken in carrying out any Remaining Activities (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, save and except for any gross negligence or wilful misconduct on any Released Party's part.

12. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any Released Party in any way arising from or related to its respective Released Claims, except with prior leave of this Court and on not less than seven (7) days' prior written notice to the applicable Released Parties.

EXTENSION OF STAY PERIOD

13. **THIS COURT ORDERS** that the Stay Period is hereby extended from June 30, 2024 to the earlier of (i) July 26, 2024, and (ii) the CCAA Termination Time.

ADVICE AND DIRECTIONS

14. **THIS COURT ORDERS** that the Monitor may at any time apply to this Court for advice and directions in respect of any matter, including the implementation and interpretation of this Order.

GENERAL

15. **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 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 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 the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

16. **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.

17. **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.

SCHEDULE "A"

FORM OF TERMINATION 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 GN VENTURES LTD. AND 1000877547 ONTARIO INC.

TERMINATION CERTIFICATE

RECITALS

1. Ernst & Young Inc. ("**EY**") was appointed as the Monitor of the Applicants in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to an Initial Order of the Ontario Superior Court of Justice Osborne (Commercial List) (the "**Court**") dated January 12, 2024 (as amended and restated the "**Initial Order**").

2. Pursuant to an Order of this Court dated June 26, 2024 (the "**CCAA Termination Order**"), among other things, EY shall be discharged as the Monitor and the Applicants' CCAA proceedings shall be terminated upon the service of this Termination Certificate on the service list in these CCAA proceedings.

3. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the Initial Order or the CCAA Termination Order, as applicable.

THE MONITOR CERTIFIES the following:

4. To the knowledge of the Monitor, all matters to be attended to in connection with the Applicants' CCAA proceedings have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred upon the service of this Termination Certificate on the Service List in these CCAA Proceedings.

DATED at Toronto, Ontario this ________________ day of _______________, 2024.

Ernst & Young Inc., in its capacity as Monitor for the Applicants and not in its personal or corporate capacity

Per: ____
Name:
Title:

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**")

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ONTARIO
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Proceedings commenced at Toronto

ORDER
(Dated June 26, 2024)

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MOTION RECORD OF THE APPLICANT
(returnable June 26, 2024)

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