

**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 effective upon on the CCAA Termination Time, the Administration Charge shall be terminated, released and discharged without any further act or formality.

9. **THIS COURT ORDERS** that effective upon the delivery of the Monitor’s Certificate on the Service List, substantially in the form attached as Schedule “A” to the Approval and Reverse Vesting Order dated May 7, 2024 in these CCAA proceedings, the DIP Lender’s Charge shall be terminated, released and discharged without any further act or formality.

DISCHARGE AND RELEASE OF MONITOR

10. **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**”).

11. **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.

12. **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.

13. **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

14. **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

15. **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

16. **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.

17. **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.

18. **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**”)

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

ONTARIO
**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**ORDER
(Dated June 26, 2024)**

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