

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

THE HONOURABLE	)	MONDAY, THE 19 TH DAY
	)	
JUSTICE W.D. BLACK	)	OF AUGUST, 2024

B E T W E E N:

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**"

ORDER

THIS MOTION made by NE SPC II LP ("**Blacksail**") for an Order:

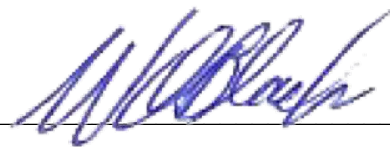
- (i) validating service of Blacksail's Notice of Motion and Motion Record; and
- (ii) compelling Gray Jay Estates Inc. ("**Gray Jay**") to complete the assignment of the Indebtedness and the Loan and Security Documents, as defined in the Assignment of Indebtedness and Security Agreement dated April 25, 2024 between Gray Jay as assignor and Blacksail as assignee (the "**GJ Assignment Agreement**"), upon payment by Blacksail to Gray Jay of the amount of \$4,451,870.32 (the "**Payment Amount**") under the GJ Assignment Agreement, without prejudice to the right of Gray Jay to bring a motion by September 30, 2024, by serving motion materials, for an order varying the Payment Amount, which motion shall be heard by no later than November 30, 2024, or such other date as consented to by the parties or ordered by the Court.

ON READING the Affidavit of Tammy Kemp sworn August 16, 2024 and there exhibits thereto, and on hearing the submissions of counsel for the Applicants, the Monitor, Gray Jay and Blacksail,

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

2. **THIS COURT ORDERS** that, upon receiving the Payment Amount of \$4,451,870.32 from Blacksail under the GJ Assignment Agreement, Gray Jay shall forthwith, and at any rate no later than 2 business days from the date of the Order, complete the Indebtedness and Loan and Security Documents as defined in the (GJ Assignment Agreement) and shall take such additional steps to execute such additional documents as may be necessary or desirable for the completion of the assignment of the Indebtedness and Loan and Security Documents.

3. **THIS COURT ORDERS** that Gray Jay shall have the right to bring a motion by September 30, 2024 (the "**Motion Deadline**") by serving its Notice of Motion and supporting affidavit evidence on Blacksail for an order varying the Payment Amount (the "**GJ Motion**"). If Gray Jay serves its motion materials by the Motion Deadline, the GJ Motion shall be heard on a schedule consented to by the parties, provided however, that the hearing of the GJ Motion shall take place by no later than November 30, 2024, or such other date as consented to by Gray Jay or Blacksail, or ordered by the Court. If Gray Jay fails to bring the GJ Motion by the Motion Deadline, Gray Jay shall be forever barred from challenging the Payment Amount and the rights of Gray Jay to challenge the Payment Amount shall be forever extinguished and discharged.



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

Applicants

Court File No. CV-24-712687-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(August 19, 2024)

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