

**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 INVOLVING MJARDIN GROUP, INC.,  
GROWFORCE HOLDINGS INC., 8586985 CANADA  
CORPORATION AND HIGHGRADE MMJ CORPORATION**

**B E T W E E N:**

**PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY  
AS COURT-APPOINTED RECEIVER AND MANAGER OF  
BRIDGING FINANCE INC. AND CERTAIN RELATED  
ENTITIES AND INVESTMENT FUNDS**

Applicant

- and -

**MJARDIN GROUP, INC., GROWFORCE HOLDINGS INC.,  
8586985 CANADA CORPORATION AND HIGHGRADE  
MMJ CORPORATION**

Respondents

**MOTION RECORD  
(Re: Distribution Approval and ARIO Amendment Order)  
(Returnable August 10, 2022)**

August 2, 2022

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(Re: Distribution Approval and ARIO Amendment Order)  
(Returnable August 10, 2022)**

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Court File No.: CV-22-00682101-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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- and -

**MJARDIN GROUP, INC., GROWFORCE HOLDINGS INC.,  
8586985 CANADA CORPORATION AND HIGHGRADE  
MMJ CORPORATION**

Respondents

**NOTICE OF MOTION**

(returnable August 10, 2022)

KSV Restructuring Inc. (“**KSV**”), in its capacity as Court-appointed monitor (the “**Monitor**”) of MJardin Group, Inc. (“**MJar**”), Growforce Holdings Inc. (“**Growforce**”), 8586985 Canada Corporation (“**858**”) and Highgrade MMJ Corporation (“**Highgrade**” and, together with MJar, Growforce and 858, the “**Respondents**”) pursuant to the *Companies’*

*Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) will make a motion before Chief Justice Morawetz of the Ontario Superior Court (Commercial List) (the “**Court**”) on August 10, 2022, at 9:00 a.m. or as soon thereafter as the motion can be heard.

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

- ☐ In writing under subrule 37.12.1 (1);
- ☐ In writing as an opposed motion under subrule 37.12.1(4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference;

at a Zoom link to be provided by the Court.

**THE MOTION IS FOR:**

1. An Order (the “**Distribution Approval and Amendment Order**”), in substantially the form attached at Tab 3 of the Monitor’s Motion Record dated August 2, 2022, among other things:

- (a) authorizing the Monitor to distribute the amount of \$971,309.03 (plus any interest accrued thereon) to PricewaterhouseCoopers Inc. (“**PwC**”), in its capacity as court-appointed receiver and manager (in such capacity, the “**Bridging Receiver**”) of Bridging Finance Inc. (“**BFI**”) and certain related entities and investment funds (collectively, “**Bridging**”), in respect of the secured indebtedness evidenced by the Receiver’s Certificates (as defined below) issued in favour of the Bridging Receiver by KSV, in its capacity as court-appointed receiver and manager of MJar in the receivership proceedings bearing Court File No. CV-22-00678813-00CL (in such capacity, the “**MJar Receiver**”); and

- (b) amending the Amended and Restated Initial Order granted by this Court on June 2, 2022 (the “**ARIO**”) in these proceedings to increase the value of redundant or non-material assets that the Respondents have the right to dispose of to a maximum of \$500,000 in any one transaction or \$3,000,000 in the aggregate;
  - (c) terminating, releasing and discharging the Receiver’s Charge (as defined in the Receivership Order, as defined below) so that it no longer constitutes a charge on the Property and Subsidiary Property (each as defined in the Receivership Order), and amending the ARIO to reflect same; and
  - (d) approving the Report of KSV as the Proposed Monitor dated June 1, 2022, the First Report of the Monitor dated June 7, 2022, and the Second Report of the Monitor dated August 2, 2022 (the “**Second Report**”), and the activities and conduct of the Monitor described therein; and
2. Such further and other relief as counsel may request and this Court may permit.

**THE GROUNDS FOR THE MOTION** are as follows:

*Background*

3. MJar is the parent company of a group of companies (collectively, the “**MJar Group**”) primarily engaged in cannabis cultivation.
4. Bridging is the MJar Group’s senior secured creditor having made various loans available to the MJar Group pursuant to loan agreements dated December 29, 2017 and April 23, 2018. According to Bridging’s books and records, as at the time of the Receivership Order (as defined below), the MJar Group’s indebtedness to Bridging totaled \$178,114,147.

5. Pursuant to orders of this Court dated April 30, 2021, May 3, 2021, and May 14, 2021, PwC was appointed as the Bridging Receiver pursuant to section 129 of the *Securities Act* (Ontario). Bridging's investors are facing significant losses on their investments in Bridging's investment funds as a result of, among other things, allegations of fraud, mismanagement, self-dealing, and poor lending practices that occurred at the BFI management level prior to the appointment of the Bridging Receiver.

6. On March 23, 2022, the Bridging Receiver sought and obtained an Order (the "**Receivership Order**") appointing KSV as the MJar Receiver. To preserve the value of cannabis licenses held by Highgrade and 858, the Receivership Order only appointed the MJar Receiver as receiver and manager of the property, assets and undertaking of MJar, and excluded any assets, properties, or undertakings of MJar or any of its direct or indirect subsidiaries or any business of MJar or any of its direct or indirect subsidiaries for which any permit or license is issued or required in accordance with cannabis related legislation in Canada or the United States.

7. The Bridging Receiver sought the Receivership Order in order to bring stability to the MJar Group's business, thereby protecting the interests of Bridging and the other stakeholders of the MJar Group, and to allow for a review and consideration of available options to monetize and maximize the value of the MJar Group.

8. Based on this review, the Bridging Receiver, in consultation with the MJar Receiver, determined that the best available option to maximize the value of the MJar Group was to pursue an operational restructuring of the Respondents under the purview of the CCAA, and ultimately seek to identify and implement a restructuring transaction in respect of the Respondents that will preserve and maximize value for the benefit of the MJar Group, including Bridging. The

Respondents' business represents the core remaining cannabis cultivation and processing activities of the MJar Group.

9. On June 2, 2022, (i) the Bridging Receiver sought and obtained an initial order under the CCAA, among other things, (a) granting the Respondents protection under the CCAA, (b) appointing KSV as the Monitor of the Respondents in the CCAA proceedings, and (c) approving the Respondents' ability to borrow up to the principal amount of \$250,000 (on an interim basis) from BFI, as agent for an affiliate (the "**DIP Lender**"), under a debtor-in-possession credit facility (the "**DIP Facility**") to finance their operations and restructuring costs during the initial stay period; and (ii) the MJar Receiver sought and obtained an Order (the "**Discharge Order**"), among other things, authorizing the discharge of the MJar Receiver effective upon the issuance of a certificate in the form attached as Schedule "A" to the Discharge Order (the "**Discharge Certificate**"). The MJar Receiver issued the Discharge Certificate on June 3, 2022.

10. This Court granted the ARIO on June 9, 2022, among other things, (i) extending the stay of proceedings to September 9, 2022, (ii) approving the appointment of Howards Capital Corp. as the Chief Restructuring Officer of the Respondents (the "**CRO**") to, among other things, lead the Respondents' operational restructuring efforts, (iii) increasing the amount that the Respondents may borrow under the DIP facility to \$2 million (plus accrued and unpaid interest, fees and reimbursable expenses), (iv) increasing the amount of the Court-ordered charges granted by the Initial Order, and (v) granting an additional charge to secure certain consideration potentially payable to the CRO.

*MJar Receiver's Borrowings*

11. The Receivership Order authorized the MJar Receiver to borrow such monies from time to time as the MJar Receiver considered necessary or desirable to fund the exercise of the powers and duties conferred on it by the Receivership Order (the “**Receiver’s Borrowings**”), up to a maximum principal amount of \$3,000,000. The Receiver’s Borrowings are evidenced by certificates substantially in the form attached as Schedule “A” to the Receivership Order (the “**Receiver’s Certificates**”). The Receivership Order approved a charge on the Property and the Subsidiary Property as security for payment of the Receiver’s Borrowings (the “**Receiver’s Borrowings Charge**”), which, pursuant to the Discharge Order, survives the discharge of the MJar Receiver and remains in full force and effect and attached to the Property and the Subsidiary Property as security for the Receiver’s Borrowings. Pursuant to the ARIO, as amongst the Court-ordered charges granted by the Court in the CCAA and receivership proceedings, the Receiver’s Borrowings Charge ranks third behind the Receiver’s Charge and the Administration Charge (as defined in the ARIO), and ahead of the DIP Lender’s Charge, the Directors’ Charge and the CRO Additional Consideration Charge (each as defined in the ARIO).

12. Pursuant to the Receivership Order, the MJar Receiver issued Receiver’s Certificates dated April 14, 2022, May 2, 2022 and May 16, 2022, evidencing borrowings from the Bridging Receiver of \$2,548,266.24. The Receiver’s Borrowings evidenced by the Receiver’s Certificates bear interest at the rate of five percent above the prime commercial lending rate of Bank of Montreal from time to time. Based on the Bank of Montreal’s prime commercial lending rate as of July 29, 2022, the interest rate of the Receiver’s Borrowings as at such date is 9.7% per annum.



*Distribution Approval*

13. Growforce holds 39% of the shares of Growforce AC Holdings Inc. (“**Growforce AC**”), which in turn holds 100% of the shares of AtlantiCann Medical Inc. (“**AMI**”). AMI operates a 68,000 square-foot indoor cannabis cultivation facility in Nova Scotia. Growforce AC and AMI are not debtors in the CCAA proceedings.

14. On or about July 6, 2022, AMI declared a dividend of \$971,309.03 on account of Growforce’s 39% interest (the “**AMI Dividend**”). AMI paid the AMI Dividend to the Monitor in trust for Growforce.

15. The Monitor, on behalf of the Respondents, is requesting authority from the Court pursuant to the Distribution Approval and Amendment Order to distribute the AMI Dividend (including interest received thereon) to the Bridging Receiver in respect of the Receiver’s Borrowings evidenced by the Receiver’s Certificates.

16. The Monitor believes that the proposed distribution of the AMI Dividend to the Bridging Receiver in respect of the Receiver’s Borrowings is reasonable and appropriate in the circumstances, and that no stakeholders will suffer any material prejudice as a result thereof. As noted above, the Receiver’s Borrowings Charge constitutes a priority charge against the Subsidiary Property (including that of Growforce) and, pursuant to the ARIO, the Receiver’s Borrowings Charge ranks third, junior only to the Receiver’s Charge and the Administration Charge. Further, the interest rate of the Receiver’s Certificates (9.7% per annum) and the DIP Facility (10% per annum) are substantially similar at present, and it is possible that the interest rate of the Receiver’s Certificates will surpass the interest rate of the DIP Facility in the near term given the current interest rate environment. Accordingly, there is no material prejudice to

stakeholders of the Respondents if, following payment of the AMI Dividend to the Bridging Receiver, the Respondents draw upon the DIP Facility.

Amendment to the ARIO

17. Paragraph 13 of the ARIO authorizes the Respondents to undertake various restructuring steps, including, without limitation, to 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 \$250,000 in any one transaction or \$1,000,000 in the aggregate.

18. The Respondents, under the direction of the CRO and with the assistance and oversight of the Monitor, have been working diligently since the granting of the ARIO to implement various operational restructuring initiatives, including to explore sale options regarding any redundant or non-material assets of the Respondents. These efforts include exploring options for potential bulk cannabis sales as part of transitioning the focus of the Respondents' business model from supply cannabis to the consumer market to supplying cannabis to the wholesale market.

19. The Monitor, on behalf of the Respondents, is requesting that paragraph 13(a) of the ARIO be amended to increase the value of redundant or non-material assets that the Respondents can dispose of, to \$500,000 in any one transaction or \$3,000,000 in the aggregate.

20. Further, the Receivership Order granted the Receiver's Charge to secure the MJar Receiver's reasonable fees and disbursements and those of its counsel. The fees and expenses of the MJar Receiver and its counsel, as approved by this Court pursuant to the Supplemental Discharge and Fee Approval Order dated June 9, 2022, have been paid in full, and the MJar

Receiver has been discharged pursuant to the Discharge Order granted by this Court on June 2, 2022. The Monitor is therefore seeking to have the Receiver's Charge released, discharged and terminated, and paragraph 44 of the ARIO amended to delete reference to the Receiver's Charge.

21. The Bridging Receiver, on behalf of the DIP Lender, consents to the requested amendments to the ARIO.

General

22. The provisions of the CCAA, including section 11, and this Court's equitable and statutory jurisdiction thereunder.

23. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

24. Such further and other grounds as counsel may advise and this Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

25. The Second Report; and

26. Such further and other materials as counsel may advise and this Court may permit.

- 10 -

August 2, 2022

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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 INVOLVING  
MJARDIN GROUP, INC., GROWFORCE HOLDINGS INC., 8586985 CANADA  
CORPORATION AND HIGHGRADE MMJ CORPORATION**

Court File No: CV-22-00682101-00CL 13

Respondents

<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>(COMMERCIAL LIST)</b> Proceeding commenced at Toronto	
<b>NOTICE OF MOTION</b> <b>(returnable August 10, 2022)</b>	
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August 2, 2022

**Second Report of  
KSV Restructuring Inc. as  
CCAA Monitor of MJardin Group,  
Inc., Growforce Holdings Inc.,  
8586985 Canada Corporation and  
Highgrade MMJ Corporation**

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COURT FILE NO.: CV-22-00682101-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

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ARRANGEMENT INVOLVING MJARDIN GROUP, INC.,  
GROWFORCE HOLDINGS INC., 8586985 CANADA  
CORPORATION AND HIGHGRADE MMJ CORPORATION

BETWEEN:

PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS  
COURT-APPOINTED RECEIVER AND MANAGER OF  
BRIDGING FINANCE INC. AND CERTAIN RELATED ENTITIES  
AND INVESTMENT FUNDS

APPLICANT

- and -

MJARDIN GROUP, INC., GROWFORCE HOLDINGS INC.,  
8586985 CANADA CORPORATION AND HIGHGRADE MMJ  
CORPORATION

RESPONDENTS

SECOND REPORT OF KSV RESTRUCTURING INC. AS MONITOR

AUGUST 2, 2022

## 1.0 Introduction

1. By orders of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated April 30, 2021, May 3, 2021, and May 14, 2021, PricewaterhouseCoopers Inc. was appointed receiver and manager (in such capacity, the "Bridging Receiver") of Bridging Finance Inc. ("BFI") and certain related entities and investment funds (collectively, "Bridging") pursuant to section 129 of the *Securities Act* (Ontario).



2. Bridging has made various loans to certain subsidiaries of MJardin Group, Inc. ("MJar", and collectively with its subsidiaries, the "MJar Group").
3. On March 23, 2022, the Bridging Receiver obtained an Order (the "Receivership Order") appointing KSV Restructuring Inc. ("KSV") as the receiver and manager (the "Receiver") of MJar, excluding certain assets and business as specified in the Receivership Order.<sup>1</sup> The Bridging Receiver sought the Receivership Order to stabilize the MJar Group's business and, with the assistance of the Receiver, review and consider available options to restructure and/or refinance the MJar Group. Following this review, the Receiver and the Bridging Receiver were of the view that formal restructuring proceedings were necessary to allow MJar and certain of its subsidiaries to pursue and implement an orderly operational and financial restructuring of their business as a going-concern.
4. On June 2, 2022:
  - a) the Bridging Receiver obtained an initial order (the "Initial Order") under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA"), among other things, (i) granting MJar and three of its subsidiaries, Growforce Holdings Inc. ("Growforce"), 8586985 Canada Corporation ("858") and Highgrade MMJ Corporation ("Highgrade" and, together with MJar, Growforce and 858, the "Debtors"), protection under the CCAA, (ii) appointing KSV as monitor of the Debtors (the "Monitor"), and (iii) approving a debtor-in-possession loan facility (the "DIP Facility") made available to the Debtors by Bridging, as DIP lender (the "DIP Lender"), in the initial maximum principal amount of \$250,000; and
  - b) the Receiver obtained an order (the "Discharge Order"), among other things, authorizing the discharge of the Receiver effective upon the issuance of a certificate in the form attached to the Discharge Order (the "Discharge Certificate").<sup>2</sup>
5. On June 9, 2022, the Bridging Receiver obtained an amended and restated Initial Order (the "ARIO") that, among other things, (i) extended the stay of proceedings from June 10, 2022 to September 9, 2022, (ii) approved the appointment of Howards Capital Corp. as the Chief Restructuring Officer of the Debtors (the "CRO"), (iii) increased the amount of the DIP Facility from \$250,000 to \$2 million, (iv) increased the amount of the Court-ordered charges granted by the Initial Order, and (v) granted a charge as security for certain consideration potentially payable by MJar to the CRO pursuant to the terms of the CRO's engagement letter. A copy of the ARIO is attached as Appendix "A".

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<sup>1</sup> The proceedings commenced by the issuance of the Receivership Order are referred to herein as the "Receivership Proceedings".

<sup>2</sup> The Discharge Certificate was issued and filed with this Court on June 3, 2022.

6. The purposes of this report (the “Report”) are to provide the Court with information on:
  - a) the Debtors’ and Monitor’s activities since the granting of the ARIO;
  - b) the Monitor’s request, for the reasons discussed below, for an Order (the “Distribution Approval and Amendment Order”), among other things:
    - i. approving the Monitor’s activities as set out in the Report and in its prior reports to the Court in the CCAA proceedings;
    - ii. authorizing the Monitor to distribute a dividend (the “AMI Dividend”) in the amount of \$971,309 received from AtlantiCann Medical Inc. (“AMI”), plus interest accrued thereon, to the Bridging Receiver in respect of the secured indebtedness evidenced by the Receiver’s Certificates (as defined below) issued by the Receiver in the Receivership Proceedings in favour of the Bridging Receiver;
    - iii. amending the ARIO to increase the value of redundant or non-material assets that the Debtors have the right to dispose of to a maximum of \$500,000 in any one transaction, or \$3,000,000 in the aggregate; and
    - iv. discharging the Receiver’s Charge (as defined in the Receivership Order) and amending the ARIO to delete reference to the Receiver’s Charge.

## 1.1 Restrictions

1. In preparing this Report, the Monitor has relied upon the unaudited financial information of the Debtors, the books and records of the Debtors, discussions with the Debtors’ management, discussions with the Bridging Receiver and its counsel and discussions with the CRO.
2. The Monitor has not audited, or otherwise attempted to verify, the accuracy or completeness of the financial information relied on to prepare this Report in a manner that complies with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.

## 1.2 Currency

1. Unless otherwise noted, all currency references in this Report are in Canadian dollars.

## 2.0 Update on Debtors' Activities

1. The Debtors' activities since the granting of the ARIO have included:
  - a) considering cost-saving initiatives;
  - b) reviewing, under the guidance of the CRO, all aspects of the Debtors' business and operations;
  - c) maintaining a rolling thirteen-week cashflow forecast;
  - d) corresponding regularly with representatives of the Monitor regarding operating and restructuring issues;
  - e) addressing employee-related matters, including terminating the employment of 13 individuals, reviewing the compensation structure for the Debtors' employees and commencing a process to hire 18 individuals for new roles arising from the operational restructuring;
  - f) reviewing and disclaiming five agreements;
  - g) optimizing production by reducing the number of cannabis strains grown;
  - h) optimizing facility infrastructure to avoid inventory losses; and
  - i) corresponding with the Bridging Receiver and providing the required reporting under the DIP Facility.

## 3.0 Monitor's Activities

1. The Monitor's activities since the granting of the ARIO have included:
  - a) corresponding regularly with the Debtors and the CRO regarding various matters in these proceedings;
  - b) corresponding with BFL CANADA Risk and Insurance Services Inc., the Debtors' insurance broker, with respect to the commencement of these proceedings and the Debtors' insurance policies;
  - c) assisting the Debtors in dealings with suppliers to procure goods and services, and corresponding with certain of the Debtors' suppliers;
  - d) monitoring the Debtors' receipts and disbursements and purchase commitments;
  - e) reviewing proposed disclaimers;
  - f) considering employee retention issues;
  - g) assisting the Debtors to prepare the weekly reporting required in connection with the DIP Facility;
  - h) assisting the Debtors to prepare updated cashflow forecasts;

- i) preparing this Report and, with the assistance of its counsel, related Court materials;
- j) corresponding and communicating with the Bridging Receiver;
- k) communicating with the Debtors and the Bridging Receiver regarding other assets owned by the MJar Group, including the unsecured promissory notes with a face value of approximately \$16.2 million held by a US subsidiary, and the interest of the MJar Group in AMI; and
- l) maintaining the CCAA service list.

## 4.0 Proposed Distribution of the AMI Dividend

### 4.1 AMI Dividend

1. The MJar Group has a 39% interest in AMI, an operator of a cannabis production facility in Halifax, Nova Scotia. The MJar Group holds its interest in AMI through Growforce's 39% ownership of Growforce AC Holdings Inc. ("Growforce AC"), which owns 100% of the shares of AMI. Neither AMI nor Growforce AC are debtors in the CCAA proceedings.
2. The Monitor understands that the MJar Group, from time to time, receives dividends from AMI through Growforce's interest in Growforce AC.
3. The Monitor was informed in late June 2022 that AMI anticipated paying a dividend to its indirect shareholders. On July 6, 2022, AMI paid the AMI Dividend on account of Growforce's 39% indirect interest in AMI to the Monitor to hold in trust.<sup>3</sup>
4. The Monitor is seeking authorization pursuant to the Distribution Approval and Amendment Order to pay the AMI Dividend, plus any interest accrued thereon, to the Bridging Receiver to repay funds borrowed by the Receiver from the Bridging Receiver during the Receivership Proceedings.

### 4.2 Receiver's Borrowings

1. The Receivership Order authorized the Receiver to borrow up to \$3 million for the purpose of funding the exercise of the powers and duties granted by the Receivership Order and granted a priority charge (the "Receiver's Borrowings Charge") on the Property and the Subsidiary Property (each as defined in the Receivership Order) as security for payment of the Receiver's Borrowings (as defined in the Receivership Order).

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<sup>3</sup> Growforce AC does not maintain a bank account. Accordingly, the dividend was paid directly by AMI to the Monitor, to be held in trust for Growforce.

2. Pursuant to the Receivership Order, the Receiver has issued certificates to the Bridging Receiver in the form prescribed by the Receivership Order dated April 14, 2022, May 2, 2022 and May 16, 2022 (the "Receiver's Certificates"), which together evidence borrowings by the Receiver from the Bridging Receiver in the aggregate principal amount of \$2,548,266.24. The Receiver's Borrowings evidenced by the Receiver's Certificates bear interest at the rate of five percent above the prime commercial lending rate of Bank of Montreal from time to time.
3. Under the Discharge Order, the Receiver's Borrowings Charge survives the discharge of the Receiver and remains in full force and effect and attached to the Property and the Subsidiary Property as security for the Receiver's Borrowings. Pursuant to the ARIO, as amongst the Court-ordered charges granted by the Court in the CCAA and Receivership Proceedings, the Receiver's Borrowings Charge ranks third behind the Receiver's Charge and the Administration Charge (as defined in the ARIO).

#### 4.3 Proposed Distribution

1. The Monitor is requesting that this Court grant the Distribution Approval and Amendment Order, among other things, authorizing and directing the Monitor to distribute the AMI Dividend, plus any interest accrued thereon, to the Bridging Receiver in respect of the Receiver's Borrowings evidenced by the Receiver's Certificates.
2. The Monitor is requesting authority to distribute the AMI Dividend to the Bridging Receiver in respect of the Receiver's Borrowings for the following reasons:
  - a) the Receiver's Borrowings Charge constitutes a priority charge against the Property and the Subsidiary Property (which includes the property of Growforce), and therefore the AMI Dividend;
  - b) the Receiver's Borrowings Charge ranks junior only to the Receiver's Charge and the Administration Charge;
  - c) as all amounts secured by the Receiver's Charge have been satisfied, the only amounts outstanding from time to time secured by a Court-ordered charge in priority to the Receiver's Borrowings are the professional fees secured by the Administration Charge;
  - d) other than accrued and not yet paid professional fees secured by the Administration Charge, the Monitor is unaware of any claim against Growforce's property that ranks or may rank in priority to the Receiver's Borrowings Charge<sup>4</sup>;
  - e) distributing the AMI Dividend to the Bridging Receiver will reduce the Receiver's Borrowings and corresponding interest accruals; and

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<sup>4</sup> As outlined in the report of KSV as the proposed Monitor dated June 1, 2022, certain of the Debtors (but not Growforce) had unpaid GST/HST obligations of approximately \$290,000 as at May 31, 2022. The Canada Revenue Agency ("CRA") is currently conducting an audit of the GST/HST obligations of the Debtors. Notice of this motion will be provided to the CRA.

- f) interest on the Receiver's Borrowings accrues at a floating rate. The current interest rate of 9.7% per annum under the Receiver's Certificates is substantially similar to the 10% interest rate under the DIP Facility, but with the current interest rate environment, the floating interest rate of the Receiver's Borrowings may surpass the fixed interest rate of the DIP Facility in the near term. At present, the Debtors have borrowed a total of \$800,000 under the DIP Facility and have also requested a further advance of \$450,000. Notwithstanding that further borrowings may be requested under the DIP Facility in the future, the Monitor is of the view that it is reasonable to repay some of the Receiver's Borrowings now to reduce current interest expense, and because further funds can be borrowed under the DIP Facility at a similar (and potentially less expensive) interest rate.
3. For these reasons, the Monitor believes that the proposed distribution of the AMI Dividend (plus accrued interest) to the Bridging Receiver in respect of the Receiver's Borrowings is reasonable and appropriate in the circumstances, and that no stakeholder will suffer any material prejudice as a result thereof.

## 5.0 Proposed Increase of Asset Disposition Thresholds

1. Paragraph 13(a) of the ARIO authorizes the Debtors to dispose of redundant or non-material assets not exceeding \$250,000 in any one transaction or \$1,000,000 in the aggregate.
2. As noted above, the key purpose of the CCAA proceedings is to enable the Debtors, under the direction of the CRO, to pursue an operational restructuring and ultimately complete a restructuring transaction that will preserve and maximize value for the benefit of the Debtors' stakeholders, including Bridging. A key feature of the operational restructuring includes a shift of focus in the Debtors' business to the wholesale supply of cannabis to other cannabis sellers, as opposed to supplying cannabis directly to the consumer market. This revised business strategy involves exploring options for potential bulk cannabis sales that may involve sales that exceed the disposition thresholds referenced above.
3. The Monitor is therefore requesting that paragraph 13(a) of the ARIO be amended to increase the value of the non-material assets that the Debtors have the right to dispose of to a maximum of \$500,000 in any one transaction or \$3,000,000 in the aggregate. This increase will enable the Debtors, under the direction and guidance of the CRO, to pursue wholesale opportunities without being at risk of violating the terms of the ARIO. The proposed single transaction threshold of \$500,000 will ensure that appropriate oversight remains. The Debtors will need to seek authorization from this Court for any sale involving proceeds greater than such amount.
4. The Monitor is of the view that an increase to the asset disposition thresholds is required and reasonable in the circumstances to enable the CRO to effectively pursue and implement an operational restructuring of the Debtors' business. In addition, the Monitor understands that the Bridging Receiver is supportive of the increase in thresholds. Without the increase in the thresholds, the Debtors would have to return to Court to have routine wholesale transactions approved, which would be time consuming and expensive and detract from management's focus on operationally restructuring the Debtors' business.

## 6.0 Discharge of Receiver's Charge

1. The Receivership Order granted the Receiver's Charge to secure the reasonable fees and disbursements of the Receiver and its counsel incurred in the Receivership Proceedings.
2. The fees and expenses of the Receiver and its counsel, as approved by this Court in its Supplemental Discharge and Fee Approval Order dated June 9, 2022, have been paid in full, and the Receiver was discharged pursuant to the terms of the Discharge Order on June 3, 2022.
3. Given that all obligations secured by the Receiver's Charge have been satisfied, the Receiver's Charge is no longer relevant. The Monitor is therefore seeking to have the Receiver's Charge released, discharged and terminated, and the ARIO amended to delete reference to the Receiver's Charge.

## 7.0 Conclusion and Recommendation

1. For the reasons stated above, the Monitor respectfully recommends that this Court grant the Distribution Approval and Amendment Order in the form sought.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.  
IN ITS CAPACITY AS MONITOR OF  
MJARDIN GROUP, INC., GROWFORCE HOLDINGS INC.,  
8586985 CANADA CORPORATION AND HIGHGRADE MMJ CORPORATION  
AND NOT IN ITS PERSONAL CAPACITY**

## Appendix “A”





Court File No. CV-22-00682101-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE CHIEF

)

THURSDAY, THE 2<sup>ND</sup>

JUSTICE MORAWETZ

)

DAY OF JUNE, 2022

)

**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 INVOLVING MJARDIN GROUP, INC.,  
GROWFORCE HOLDINGS INC., 8586985 CANADA  
CORPORATION AND HIGHGRADE MMJ  
CORPORATION**

BETWEEN:

**PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY  
AS COURT-APPOINTED RECEIVER AND MANAGER OF  
BRIDGING FINANCE INC. AND CERTAIN RELATED  
ENTITIES AND INVESTMENT FUNDS**

Applicant

- and -

**MJARDIN GROUP, INC., GROWFORCE HOLDINGS INC.,  
8586985 CANADA CORPORATION AND HIGHGRADE  
MMJ CORPORATION**

Respondents

**AMENDED AND RESTATED INITIAL ORDER**

**THIS MOTION**, made by PricewaterhouseCoopers Inc. ("PwC"), in its capacity as court-appointed receiver and manager (in such capacity, the "**Bridging Receiver**") of Bridging Finance Inc. ("**BFI**") and certain related entities and investment funds (collectively, "**Bridging**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an Amended and Restated Initial Order in respect of MJardin Group, Inc.

(“**MJar**”), Growforce Holdings Inc. (“**Growforce**”), 8586985 Canada Corporation (“**858**”) and Highgrade MMJ Corporation (“**Highgrade**” and, together with MJar, Growforce and 858, the “**Respondents**”) was heard this day via videoconference.

ON READING the affidavit of Graham Page sworn June 1, 2022 and the Exhibits thereto (the “**Page Affidavit**”), the First Report of KSV Restructuring Inc. (“**KSV**”) as receiver and manager of MJar and the Report of KSV as proposed Monitor dated June 1, 2022 (the “**KSV Report**”), the First Report of KSV in its capacity as court-appointed monitor of the Respondents (the “**Monitor**”) dated June 7, 2022, the Initial Order granted by this Court on June 2, 2022 (the “**Initial Order**”) and such other materials filed in respect of this Motion, and on hearing the submissions of counsel for the Bridging Receiver, counsel for the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the affidavits of service of Adam Driedger sworn June 2, 2022 and June 7, 2022, 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.

#### **CAPITALIZED TERMS**

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms have the meaning given to them in the Page Affidavit.

#### **APPLICATION**

3. **THIS COURT ORDERS AND DECLARES** that each Respondent is a company to which the CCAA applies.

#### **PLAN OF ARRANGEMENT**

4. **THIS COURT ORDERS** that the Bridging Receiver and the Respondents 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 Respondents 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 Respondents shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. The Respondents are authorized and empowered to continue to retain and employ the employees, consultants, contractors, 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, in each case in consultation with the Monitor and the Bridging Receiver.

6. **THIS COURT ORDERS** that the Respondents shall be entitled to continue to utilize the central cash management system currently in place as described in the Page Affidavit or replace it with another substantially similar central 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 Respondents 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 Respondents, 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 on or after the date of this Order.

7. **THIS COURT ORDERS** that the Respondents shall be entitled to continue to use the corporate credit cards (the “**Credit Cards**”) in place with Alterna Savings and Credit Union Ltd. (“**Alterna**”) and shall make full repayment of all amounts outstanding thereunder, including with respect to any pre-filing charges.

8. **THIS COURT ORDERS** that the Respondents 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 Respondents in respect of these proceedings at their standard rates and charges;
- (c) the fees and disbursements of the Receiver and its counsel at their standard rates and charges;
- (d) any taxes, duties or other payments required under the Controlled Substances Legislation (as defined below); and
- (e) with the consent of the Monitor and the Bridging Receiver, amounts owing for goods or services supplied to the Respondents prior to the Initial Order if, in the opinion of the Respondents, such payment is necessary or desirable to avoid disruption to the operations of the Business or the Respondents during the CCAA proceedings.

9. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, and subject to the DIP Credit Agreement and the other DIP Documents (each as defined below), the Respondents shall be entitled but not required to pay all reasonable expenses incurred by the Respondents in carrying on the Business in the ordinary course after the date of 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 and financing payments in relation to directors and officers insurance), maintenance and security services; and



- (b) payment for goods or services actually supplied to the Respondents following the date of this Order or payments to obtain the release of goods or delivery of services contracted for prior to the date of this Order.

10. **THIS COURT ORDERS** that the Respondents 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, services, excise, or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Respondents in connection with the sale of goods and services by the Respondents, 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 Respondents.

11. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Respondents shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be or has been negotiated between the Respondents and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, monthly on the first day of each month, in advance (but not in arrears), or at such other time intervals and dates as may be agreed to between the Respondents, with the consent of the Monitor and the Bridging

Receiver, and the applicable landlord. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

12. **THIS COURT ORDERS** that, except as specifically permitted herein, the Respondents 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 Respondents to any of their creditors as of this date, other than in respect of scheduled payments to Alterna in respect of the Credit Cards; (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**

13. **THIS COURT ORDERS** that the Respondents shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the DIP Documents, have the right to:

- (a) 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 \$250,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate;
- (c) disclaim such other arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Respondents deem appropriate, in accordance with Section 32 of the CCAA; and
- (d) pursue all avenues of refinancing or restructuring their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or restructuring,

all of the foregoing to permit the Respondents to proceed with an orderly restructuring of the Business (the “**Restructuring**”).



14. **THIS COURT ORDERS** that the Respondents shall provide each of the relevant landlords with notice of the relevant Respondent's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes such Respondent's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant Respondent, or by further Order of this Court upon application by the Monitor on at least two (2) days notice to such landlord and any such secured creditors. If a Respondent disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to such Respondent's claim to the fixtures in dispute.

15. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may, subject to applicable law, show the affected leased premises to prospective tenants during normal business hours, on giving the relevant Respondent and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the applicable Respondent in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY**

16. **THIS COURT ORDERS** that until and including September 9, 2022, 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 Respondents or the Monitor, or affecting the Business or the Property, except with the written consent of the Respondents and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Respondents or affecting the

Business or the Property are hereby stayed and suspended pending further Order of this Court or the written consent of the Respondents and the Monitor.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

17. **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 Respondents or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Respondents and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Respondents to carry on any business which the Respondents 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**

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

### **CONTINUATION OF SERVICES**

19. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with any of the Respondents 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, insurance, transportation services, utility or other services to the Business or any of the Respondents, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by any of the Respondents or exercising any other remedy provided under the agreements or arrangements, and that each of the Respondents shall be entitled to the continued use of its 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 applicable Respondent in accordance with normal payment practices of the applicable Respondent or such other practices as may be agreed upon by the supplier or service provider and the applicable Respondent and the Monitor, or as may be ordered by this Court.

#### **NON-DEROGATION OF RIGHTS**

20. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased 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 the Respondents. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

21. **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 current or future directors or officers of the Respondents with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Respondents 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 Plan, if one is filed, is sanctioned by this Court or is refused by the creditors of the Respondents or this Court.

#### **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

22. **THIS COURT ORDERS** that the Respondents shall indemnify their current and future directors and officers against obligations and liabilities that they may incur as directors or officers of the Respondents after the commencement of the within proceedings to the extent such obligations and liabilities relate to the period on or after the date of this Order, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of such director's or officer's gross negligence or wilful misconduct.

23. **THIS COURT ORDERS** that the current and future directors and officers of the Respondents 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 \$785,000, unless permitted by further Order of this Court, as security for the indemnity provided in paragraph 22 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 44 and 46 herein.

24. **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 Respondents’ current and future 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 22 of this Order.

#### **APPROVAL OF CHIEF RESTRUCTURING OFFICER ENGAGEMENT**

25. **THIS COURT ORDERS** that:

- (a) the engagement agreement among MJar, Howards Capital Corp. (“**HCC**”) and BFI pursuant to which MJar has engaged HCC to act as chief restructuring officer of the Respondents (the “**CRO**”), a redacted copy of which is attached as Exhibit “O” to the Page Affidavit (the “**CRO Engagement Letter**”), and the appointment of the CRO pursuant to the terms thereof, is hereby approved, including, without limitation, payment by MJar of the fees and expenses contemplated thereby (the “**CRO Fees**”), including the Consultant Expenses and the Additional Consideration (each as defined in the CRO Engagement Letter) stipulated therein;
- (b) the CRO shall be responsible for performing its functions and obligations as set out in the CRO Engagement Letter for the benefit of the Respondents and shall provide timely updates to the Monitor and the Bridging Receiver in respect of such functions and obligations;
- (c) unless otherwise agreed to in writing, neither the CRO, Howard Steinberg (“**Steinberg**”), nor any other Person engaged by HCC to provide services to the



Respondents pursuant to the CRO Engagement Letter (each, a “Consultant”) shall be or be deemed to be a director, *de facto* director, or employee of any of the Respondents;

- (d) neither the CRO, Steinberg, nor any Consultant shall, as a result of the performance of their obligations and duties under the CRO Engagement Letter in accordance with the terms of the CRO Engagement Letter, be deemed to be in Possession (as defined below) of any of the Property within the meaning of any Environmental Legislation (as defined below) or the Controlled Substances Legislation; provided, however, that if the CRO, Steinberg, or any Consultant is nevertheless found to be in Possession of any such Property, then the CRO, Steinberg and/or such Consultant, as the case may be, shall be entitled to the benefits and protections in relation to the Respondents and such Property as are provided to a monitor under Section 11.8(3) of the CCAA; provided further, however, that nothing in this sub-paragraph 25(d) shall exempt the CRO, Steinberg, and/or any Consultant from any duty to report or make disclosure imposed by a law incorporated by reference in Section 11.8(4) of the CCAA;
- (e) neither the CRO, Steinberg, nor any Consultant shall have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct on the part of the CRO, Steinberg, and/or any Consultant;
- (f) no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the CRO, Steinberg, and/or any Consultant, and all rights and remedies of any Person against or in respect of the CRO, Steinberg, and/or any Consultant are hereby stayed and suspended, except with the written consent of the CRO or with leave of this court on notice to the Respondents, the Monitor, the Bridging Receiver, and the CRO. Notice of any such motion seeking leave of this Court shall be served upon the Respondents, the Monitor, the Bridging Receiver, and the CRO at least seven (7) days prior to the return date of any such motion for leave;

- (g) the CRO Fees shall not be compromised pursuant to any Plan, any proposal under the *Bankruptcy and Insolvency Act* (Canada) (the “BIA”), or any other restructuring and no such Plan, proposal or restructuring shall be approved that does not provide for the payment in full of all amounts due to the CRO pursuant to the terms of the CRO Engagement Letter;
- (h) the CRO and Steinberg shall be entitled to the benefit of the indemnity provided in paragraph 22 hereof and the Directors’ Charge; and
- (i) the CRO shall be entitled to the benefit of and is hereby granted a charge (the “CRO Additional Consideration Charge”) on the Property (but excluding any Property that is an equity interest in, or claim against, any MJar Subsidiary (as defined below) that is not a Respondent, and any Property that any Respondent may receive or have an interest in or entitlement to by reason of being the direct or indirect equity holder or a creditor of any MJar Subsidiary that is not a Respondent) as security for the Additional Consideration payable by MJar to the CRO pursuant to the CRO Engagement Letter in the event of a Third-Party Sale (as defined in the CRO Engagement Letter). The CRO Additional Consideration Charge shall have the priority set out in paragraphs 44 and 46 hereof.

26. **THIS COURT ORDERS** that neither the CRO, Steinberg, nor any Consultant shall incur any liability or obligation as a result of the appointment of the CRO or the carrying out by it of the provisions of this Order or the CRO Engagement Letter, including under any Controlled Substances Legislation, save and except for any gross negligence or wilful misconduct on the part of the CRO, Steinberg, and/or any Consultant.

#### **APPOINTMENT OF MONITOR**

27. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Respondents with the powers and obligations set out in the CCAA or set forth herein and that the Respondents and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by any of the Respondents 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.

28. **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 Respondents' receipts and disbursements;
- (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 Respondents, to the extent required by the Respondents, in their dissemination to the Bridging Receiver and counsel, as applicable, of financial and other information as agreed to between the Respondents and the Bridging Receiver (including for greater certainty, in its capacity as receiver and manager of the DIP Lender (as defined below)) and consented to by the Monitor;
- (d) advise the Respondents in their preparation of the Respondents' cash flow statements and any other reporting required by the DIP Lender pursuant to the DIP Credit Agreement, which information shall be reviewed with the Monitor and delivered to the Bridging Receiver as receiver and manager of the DIP Lender and its financial advisors and/or counsel, as applicable, on a periodic basis pursuant to subparagraph 28(c) above;
- (e) advise the Respondents in the development of any Plan and any amendments to such Plan, or in respect of any other restructuring transaction involving the Respondents that may be pursued by the Bridging Receiver or the Respondents (collectively, with a Plan, a "**Restructuring Transaction**");
- (f) assist the Respondents, to the extent required by the Respondents, with the holding and administering of any meetings for voting on any Plan;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the

Respondents, to the extent that is necessary to adequately assess the Respondents' 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;
- (i) apply to this Court for any orders necessary or advisable in connection with these CCAA proceedings and the Respondents' restructuring efforts, including, without limitation, seeking any required approvals in connection with a Restructuring Transaction; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

29. **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 Respondents' direct or indirect subsidiaries or affiliates, including any joint venture entities (collectively, the "**MJar Subsidiaries**" and each, an "**MJar Subsidiary**"), for which a permit or license is issued or required pursuant to any federal, provincial or other law respecting, among other things, the cultivation, processing, sale and/or possession of cannabis or cannabis-related products in Canada or the United States, 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 Act*, 2001, S.C. 2002, c. 22, the *Cannabis Control Act*, 2017, S.O. 2017, c. 26, Sched. 1, the *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 "**Controlled Substances Legislation**") and shall take no part whatsoever in the management or supervision of the management of the Business or any business of any of the MJar Subsidiaries, and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained Possession of the Business or Property, or any part thereof, within the meaning of any Controlled Substances Legislation, or otherwise, 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.

30. **THIS COURT ORDERS** that nothing herein contained shall require the DIP Lender or the Bridging Receiver to take Possession of any of the Property or the property of any MJar Subsidiaries that is or may be: (i) subject to any Controlled Substances 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.

31. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (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.

32. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Respondents and the Bridging Receiver (including as receiver and manager of the DIP Lender) with information provided by the Respondents in response to reasonable requests for information made in writing by such creditors 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 Respondents 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 Respondents may agree.

33. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor any its employees and representatives acting in such capacities shall incur any liability or obligation as a result of the appointment of the Monitor or the carrying out by it of the provisions of this Order, including under any Controlled Substances Legislation, 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.

34. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and the CRO shall be paid their reasonable fees and disbursements (including pre-filing fees and disbursements), in each case at their standard rates and charges or as set out in the CRO Engagement Letter, by the Respondents as part of the costs of these proceedings. The Respondents are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, and the CRO in accordance with the payment terms agreed between the Respondents and such parties.

35. **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.

36. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and the CRO (in the case of the CRO, up to a maximum of \$160,000 and not in respect of the obligation to pay any Additional Consideration) 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 \$300,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred both before and after the making of this Order at their standard rates and charges or as set out in the CRO Engagement Letter. The Administration Charge shall have the priority set out in paragraphs 44 and 46 hereof. For the avoidance of doubt, the Administration Charge shall not secure the obligation to pay the Additional Consideration to the CRO.

#### **DIP FINANCING**

37. **THIS COURT ORDERS** that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility from BFI, as agent on behalf of an affiliate to be named



(the “**DIP Lender**”), in order to finance the Respondents’ working capital requirements, the costs of these proceedings and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$2,000,000 (plus accrued and unpaid interest, fees and reimbursable expenses) unless permitted by further Order of this Court.

38. **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 Respondents and the DIP Lender (the “**DIP Credit Agreement**”), attached as Exhibit “M” to the Page Affidavit.

39. **THIS COURT ORDERS** that the Respondents are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**DIP Documents**”), as are contemplated by the DIP Credit Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Respondents 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 Credit Agreement and the DIP Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

40. **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, which DIP Lender’s Charge shall not exceed the aggregate amount owed to the DIP Lender under the DIP Credit Agreement and the other DIP Documents. The DIP Lender’s Charge shall have the priority set out in paragraphs 44 to 46 hereof.

41. **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 DIP Documents;
- (b) upon the occurrence of an event of default under the DIP Credit Agreement, the other DIP Documents, or the DIP Lender’s Charge, the DIP Lender, upon five days’ written notice to the Respondents and the Monitor, may exercise any and all of its rights and remedies against the Respondents or the Property under or pursuant to the DIP Credit

Agreement, the other DIP Documents, and the DIP Lender's Charge, including, without limitation, to cease making advances to the Respondents and set off and/or consolidate any amounts owing by the DIP Lender to the Respondents against the obligations of the Respondents to the DIP Lender under the DIP Credit Agreement, the other DIP Documents, and 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 any of the Respondents and for the appointment of a trustee in bankruptcy of any of the Respondents; 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 Respondents or the Property.

42. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any Plan filed in these CCAA proceedings in respect of the Respondents, or any proposal filed under the BIA in respect of the Respondents with respect to any advances made under the DIP Credit Agreement and the other DIP Documents.

43. **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 Controlled Substances Legislation, save and except for any gross negligence or willful misconduct on its part.

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THE RECEIVERSHIP ORDER AND THIS ORDER**

44. **THIS COURT ORDERS** that the priorities of the Receiver's Charge (as defined in the Receivership Order), the Administration Charge, the Receiver's Borrowings Charge (as defined in the Receivership Order), the DIP Lender's Charge, the Directors' Charge and the CRO Additional Consideration Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Receiver's Charge;



Second – Administration Charge (to the maximum amount of \$300,000);

Third – Receiver's Borrowings Charge (to the maximum amount of \$2,548,266.24, plus accrued and unpaid interest, fees and reimbursable expenses);

Fourth – DIP Lender's Charge (to the maximum amount of \$2,000,000, plus accrued and unpaid interest, fees and reimbursable expenses);

Fifth – Directors' Charge (to the maximum amount of \$785,000); and

Sixth – CRO Additional Consideration Charge.

45. **THIS COURT ORDERS** that the filing, registration or perfection of the 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.

46. **THIS COURT ORDERS** that each of the Charges shall, subject to paragraph 25(i), constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, deemed trusts, liens, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, notwithstanding the order of perfection or attachment.

47. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Respondents shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Respondents also obtain the prior written consent of the Monitor, the Bridging Receiver, and the beneficiaries of the applicable Charge(s), or further Order of this Court.

48. **THIS COURT ORDERS** that the Charges 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**") 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 or receivership order(s) issued pursuant to the BIA or other

applicable statutes, or any bankruptcy or receivership 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 Respondents, 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 Credit Agreement or the DIP Documents shall create or be deemed to constitute a breach by the Respondents of any Agreement to which any of them are 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 Respondents entering into the DIP Credit Agreement, the creation of the Charges, or the execution, delivery or performance of the DIP Documents; and
- (c) the payments made by the Respondents pursuant to this Order, the DIP Credit Agreement or the DIP 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.

49. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Respondent’s interest in such real property leases.

#### **SERVICE AND NOTICE**

50. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five 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 Respondents 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, provided that the Monitor shall not make the claims, names and addresses of individuals who are creditors publicly available unless otherwise ordered by the Court.

51. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at: <http://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 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established by the Monitor in accordance with the Guide with the following URL: <https://www.ksvadvisory.com/experience/case/mjardin-group-inc>.

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

53. **THIS COURT ORDERS** that the Respondents and the Monitor and their respective counsel are at liberty to serve or distribute this Order and any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors, as applicable. For greater certainty, any such distribution or

service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

54. **THIS COURT ORDERS** that, subject to further Order of this Court in respect of urgent motions, any interested party wishing to object to the relief sought in a motion brought by the Respondents, the Monitor, or the Bridging Receiver in these proceedings shall, subject to further Order of this Court, provide the service list in these proceedings (the “**Service List**”) with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. Eastern Standard/Daylight Time on the date that is two (2) days prior to the date such motion is returnable (the “**Objection Deadline**”). The Monitor shall have the ability to extend the Objection Deadline by notice in writing.

55. **THIS COURT ORDERS** that following the expiry of the Objection Deadline, counsel to the Monitor shall inform the Court, including by way of a 9:30 a.m. appointment, of the absence or the status of any objections to the motion and the judge having carriage of the motion may determine (a) whether a hearing in respect of the motion is necessary, (b) if a hearing is necessary, the date and time of the hearing, (c) whether such hearing will be in person, by telephone or videoconference, or by written submissions only, and (d) the parties from whom submissions are required. In the absence of any such determination, a hearing will be held in the ordinary course on the date specified in the notice of motion.

#### **SEALING**

56. **THIS COURT ORDERS** that the Confidential Appendices to the KSV Report shall be sealed and kept confidential pending further order of this Court.

#### **GENERAL**

57. **THIS COURT ORDERS** that the Respondents or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order, or for advice and directions in the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.



58. **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 any of the Respondents, the Business, the Property, the MJar Subsidiaries, or any of the business or property of the MJar Subsidiaries.

59. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Respondents, 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 Respondents 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 Respondents and the Monitor and their respective agents in carrying out the terms of this Order.

60. **THIS COURT ORDERS** that the Bridging Receiver, each of the Respondents 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.

61. **THIS COURT ORDERS** that the Initial Order is hereby amended and restated pursuant to this Order, and 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.

  
CHIEF JUSTICE G.B. MORAWETZ

THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.  
c. C-36, AS AMENDED

Court File No: CV-22-00682101-00CL

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
INVOLVING MARDIN GROUP, INC., GROWFORCE HOLDINGS INC., 8586985  
ADA CORPORATION AND HIGHGRADE MMJ CORPORATION

Respondents

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE-**  
**COMMERCIAL LIST**

Proceeding commenced at Toronto

**AMENDED AND RESTATED**  
**INITIAL ORDER**

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Lawyers for the PricewaterhouseCoopers Inc.



**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  
INVOLVING MJARDIN GROUP, INC., GROWFORCE HOLDINGS INC., 8586985  
CANADA CORPORATION AND HIGHGRADE MMJ CORPORATION**

Court File No: CV-22-00682101-00CL<sup>49</sup>

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

Proceeding commenced at Toronto

**SECOND REPORT OF THE MONITOR**  
**DATED AUGUST 2, 2022**

**GOODMANS LLP**

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Lawyers for the Monitor, KSV Restructuring Inc.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE CHIEF	)	WEDNESDAY, THE 10 <sup>TH</sup>
	)	
JUSTICE MORAWETZ	)	DAY OF AUGUST, 2022

**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 INVOLVING MJARDIN GROUP, INC.,  
GROWFORCE HOLDINGS INC., 8586985 CANADA  
CORPORATION AND HIGHGRADE MMJ  
CORPORATION**

**B E T W E E N:**

**PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY  
AS COURT-APPOINTED RECEIVER AND MANAGER OF  
BRIDGING FINANCE INC. AND CERTAIN RELATED  
ENTITIES AND INVESTMENT FUNDS**

Applicant

- and -

**MJARDIN GROUP, INC., GROWFORCE HOLDINGS INC.,  
8586985 CANADA CORPORATION AND HIGHGRADE  
MMJ CORPORATION**

Respondents

**ORDER  
(Distribution Approval and Amendment to the Amended and Restated Initial Order)**

**THIS MOTION**, made by KSV Restructuring Inc. ("**KSV**"), in its capacity as court-appointed monitor (the "**Monitor**") of MJardin Group, Inc. ("**MJar**"), Growforce Holdings Inc. ("**Growforce**"), 8586985 Canada Corporation ("**858**") and Highgrade MMJ Corporation ("**Highgrade**" and, together with MJar, Growforce and 858, the "**Respondents**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an Order (this

“**Order**”), among other things, (i) approving the Distribution specified herein, and (ii) approving certain amendments to the Amended and Restated Initial Order granted by this Court dated June 2, 2022 (the “**ARIO**”), was heard this day via videoconference.

**ON READING** the Second Report of the Monitor dated August 2, 2022 (the “**Second Report**”), and such other materials filed in respect of this Motion, and on hearing the submissions of counsel for PricewaterhouseCoopers Inc., in its capacity as court-appointed receiver and manager of Bridging Finance Inc. and certain related entities and investment funds (in such capacity, the “**Bridging Receiver**”), counsel for the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of ● sworn August ●, 2022, 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.

### **CAPITALIZED TERMS**

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings given to them in the ARIO or the Second Report, as applicable.

### **AMI DIVIDEND DISTRIBUTION**

3. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to distribute to the Bridging Receiver the amount of \$971,309.03 (plus any interest accrued thereon) held by the Monitor on account of the AMI Dividend in respect of the secured indebtedness evidenced by the Receiver’s Certificates issued in favour of the Bridging Receiver by KSV, in its capacity as court-appointed receiver and manager of MJar in the receivership proceedings bearing Court File No. CV-22-00678813-00CL, dated April 14, 2022, May 2, 2022 and May 16, 2022 (the “**Distribution**”).

4. **THIS COURT ORDERS** that the Monitor and/or any of the Respondents are hereby authorized to take all necessary steps and actions to effect the Distribution in accordance with the provisions of this Order, and shall not incur any liability as a result of making the Distribution.

5. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) or other applicable legislation in respect of the Respondents and any bankruptcy or receivership order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Respondents; and
- (d) any provisions of any federal or provincial legislation,

the Distribution shall be made free and clear of all Encumbrances (including the Charges) and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Respondents or their property and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under 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.

6. **THIS COURT ORDERS** that the Monitor and/or any of the Respondents shall be entitled to deduct and withhold from the Distribution such amounts as may be required to be deducted or withheld with respect to the Distribution under the *Income Tax Act* (Canada) or other applicable laws and to remit such amounts to the appropriate governmental authority (“**Governmental Authority**”) or other Person entitled thereto. To the extent that amounts are so withheld or deducted and remitted to the appropriate Governmental Authority or other Person, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order to such Person as the remainder of the Distribution in respect of which such withholding or deduction was made.

7. **THIS COURT ORDERS AND DECLARES** that the Distribution shall not constitute a “distribution” for the purposes of section 107 of the *Corporations Tax Act* (Ontario), section 22

of the *Retail Sales Tax Act* (Ontario), section 117 of the *Taxation Act*, 2007 (Ontario), section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 212 of the *Excise Act*, 2001 (Canada), section 86 of the *Employment Insurance Act* (Canada), or any other similar applicable federal, provincial or territorial tax legislation (collectively, the “**Tax Statutes**”), and the Monitor, in making the Distribution, is merely a disbursing agent and is not exercising any discretion in making the Distribution, and no Person is “distributing” such funds for the purpose of the Tax Statutes, and the Respondents and the Monitor shall not incur any liability under the Tax Statutes in respect of the Distribution and the Monitor is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of or as a result of the Distribution made by it in accordance with this Order and any claims of this nature are hereby forever barred.

#### **AMENDMENT TO THE AMENDED AND RESTATED INITIAL ORDER**

8. **THIS COURT ORDERS** that paragraph 13(a) of the ARIO is hereby amended and restated in its entirety to read as follows:

13. **THIS COURT ORDERS** that the Respondents shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the DIP Documents, have the right to:

- (a) 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 \$500,000 in any one transaction or \$3,000,000 in the aggregate;

9. **THIS COURT ORDERS** that (i) the Receiver’s Charge is hereby terminated, released and discharged, and shall no longer constitute a charge on the Property and the Subsidiary Property, and (ii) paragraph 44 of the ARIO is hereby amended and restated in its entirety to read as follows:

**THIS COURT ORDERS** that the priorities of the Administration Charge, the Receiver’s Borrowings Charge (as defined in the Receivership Order), the DIP Lender’s Charge, the

Directors' Charge and the CRO Additional Consideration Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$300,000);

Second – Receiver's Borrowings Charge (to the maximum amount of \$2,548,266.24, plus accrued and unpaid interest, fees and reimbursable expenses);

Third – DIP Lender's Charge (to the maximum amount of \$2,000,000, plus accrued and unpaid interest, fees and reimbursable expenses);

Fourth – Directors' Charge (to the maximum amount of \$785,000); and

Fifth – CRO Additional Consideration Charge.

#### **APPROVAL OF THE MONITOR'S REPORTS AND ACTIVITIES**

10. **THIS COURT ORDERS** that the Report of KSV as the Proposed Monitor dated June 1, 2022, the First Report of KSV as the Monitor dated June 7, 2022 and the Second Report, and the activities and conduct of the Monitor described therein, be and are hereby approved; provided, however, 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**

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Respondents, 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 Respondents 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 Respondents and the Monitor and their respective agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS** that the Bridging Receiver, each of the Respondents 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.

13. **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.

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

Court File No: CV-22-00682101-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
INVOLVING MJARDIN GROUP, INC., GROWFORCE HOLDINGS INC., 8586985  
CANADA CORPORATION AND HIGHGRADE MMJ CORPORATION**

Respondents

<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE-</b> <b>COMMERCIAL LIST</b>  Proceeding commenced at Toronto	
<b>ORDER</b> <b>(Distribution Approval and Amendment to the</b> <b>Amended and Restated Initial Order)</b>	
<b>GOODMANS LLP</b> Barristers & Solicitors 333 Bay Street, Suite 3400 Toronto, Canada M5H 2S7  <b>Christopher G. Armstrong</b> LSO#: 55148B carmstrong@goodmans.ca  <b>Andrew Harmes</b> LSO#: 73221A aharmes@goodmans.ca  <b>Brennan Caldwell</b> LSO#: 81627N bcaldwell@goodmans.ca  Tel: (416) 979-2211 Fax: (416) 979-1234  Lawyers for the Monitor	



**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 INVOLVING**  
**MJARDIN GROUP, INC., GROWFORCE HOLDINGS INC., 8586985 CANADA CORPORATION**  
**AND HIGHGRADE MMJ CORPORATION**

**PRICEWATERHOUSECOOPERS INC.**      - and -      **MJARDIN GROUP, INC., GROWFORCE**  
(solely in its capacity as court-appointed      **HOLDINGS INC., 8586985 CANADA**  
receiver and manager of Bridging Finance      **CORPORATION AND HIGHGRADE**  
Inc. and certain related entities and      **MMJ CORPORATION**  
investment funds)

Applicant

Respondents

<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>(COMMERCIAL LIST)</b> Proceeding commenced at Toronto	
<b>MOTION RECORD</b> <b>(Returnable August 10, 2022)</b>	
<b>GOODMANS LLP</b> Barristers & Solicitors 333 Bay Street, Suite 3400 Toronto, Canada M5H 2S7	<b>Christopher Armstrong (LSO#: 55148B)</b> carmstrong@goodmans.ca
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