

Clerk's Stamp:

COURT FILE NUMBER:

COURT

JUDICIAL CENTRE

COURT OF KING'S BENCH OF ALBERTA

CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, RSC 1985, c C-36, AS
AMENDED

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF DELTA 9 CANNABIS INC.,
DELTA 9 LOGISTICS INC., DELTA 9 BIO-TECH INC.,
DELTA 9 LIFESTYLE CANNABIS CLINIC INC. and
DELTA 9 CANNABIS STORE INC.

APPLICANT

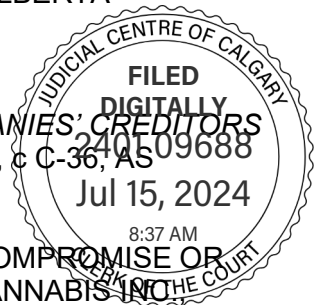
DELTA 9 CANNABIS INC., DELTA 9 LOGISTICS
INC., DELTA 9 BIO-TECH INC., DELTA 9 LIFESTYLE
CANNABIS CLINIC INC., and DELTA 9 CANNABIS
STORE INC.

DOCUMENT:

**BENCH BRIEF OF THE APPLICANT
(FOR INITIAL ORDER)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MLT AIKINS LLP
2100, 222 - 3rd Ave SW
Calgary, AB T2P 0B4
Telephone: 403.693.5420/780-969-3501
Attention: Ryan Zahara/Kaitlin Ward
Email: rzahara@mltaikins.com
kward@mltaikins.com
File: 136555-34



**APPLICATION BEFORE THE HONOURABLE JUSTICE D.R. MAH,
TO BE HELD ON JULY 15, 2024 AT 3:00 PM ON THE COMMERCIAL LIST**

TABLE OF CONTENTS

I. OVERVIEW	3
II. FACTUAL BACKGROUND	3
A. The Delta 9 Group	4
B. Operations and Locations	4
C. Assets and Liabilities	6
D. Secured Obligations	6
(1) CFCU Loan Agreement	6
(2) Sundial Convertible Debenture & the SNDL Assignment	7
(3) PPR and Land Title Registrations	8
(4) CRA Obligations and the Renewal Terms of the Excise License	8
E. Unsecured Obligations	9
F. Liquidity Issues and Necessity of CCAA Relief	9
III. ISSUES	11
IV. LAW AND ARGUMENT	12
A. The Applicants are Entitled to Seek Protection under the CCAA	12
B. The Alberta Court has Jurisdiction Over These Proceedings	14
C. The Stay of Proceedings Should be Granted	15
D. Authority to Make Pre-Filing Payments to Critical Suppliers	16
E. The Court Should Authorize the Continued Use of the Cash Management System	17
F. The Applicants Should be Authorized to Incur No Further Costs in Connection with Their Securities Filing Obligations	18
G. The Regulatory Stay of the Licenses Should be Granted	19
H. The Administration Charge Should be Granted	20
I. The Directors' Charge Should be Granted	21
J. The Stay of Proceedings Should Apply to the Directors and Officers	22
K. Portions of the First Arbuthnot Affidavit Should be Sealed	24
V. RELIEF SOUGHT	25
LIST OF AUTHORITIES	26

I. OVERVIEW

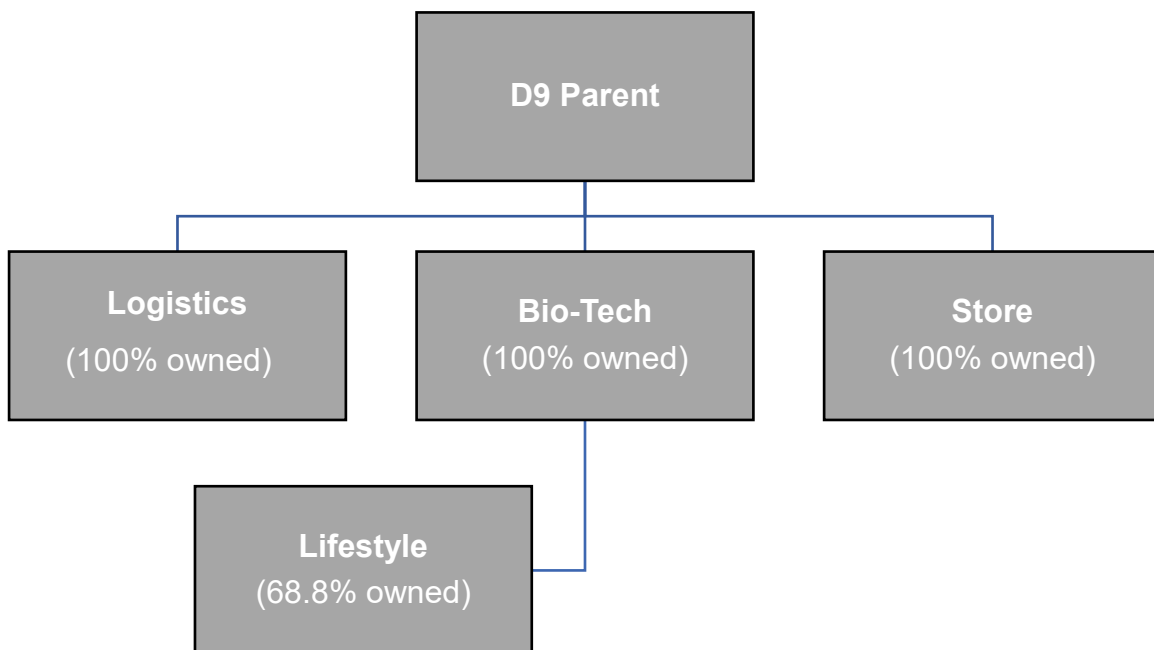
1. This Brief is submitted on behalf of the Applicants, Delta 9 Cannabis Inc. (“**D9 Parent**”), Delta 9 Logistics Inc. (“**Logistics**”), Delta 9 Bio-Tech Inc. (“**Bio-Tech**”), Delta 9 Lifestyle Cannabis Inc. (“**Lifestyle**”), and Delta 9 Cannabis Store Inc. (“**Store**”, and together with D9 Parent, Logistics, Bio-Tech, and Lifestyle, the “**Delta 9 Group**”), in support of an application for an initial order (the “**Initial Order**”) and related relief under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”).
2. D9 Parent is a publicly traded cannabis company and the ultimate parent and directing mind of the integrated Delta 9 Group. The operating entities of the Delta 9 Group are in the business of cannabis cultivation, processing, extraction, wholesale distribution, retail and business to business sales.
3. The Applicants face imminent enforcement on their senior debt obligations and require a broad stay of proceedings (the “**Stay**”) for the permitted initial ten-day period (the “**Initial Stay Period**”) and related relief to prevent enforcement action and preserve the Applicants’ business and stakeholder value. The relief sought in the Initial Order is limited to what is reasonably necessary to allow the Applicants to maintain the *status quo* and continue operations in the ordinary course during the Initial Stay Period. This relief includes the appointment of Alvarez & Marsal Canada Inc. (“**A&M**”) as monitor in these proceedings (the “**Proposed Monitor**”).
4. The Applicants intend to seek additional relief necessary to advance the CCAA proceedings at an application that has been scheduled for July 24, 2024 before Acting Chief Justice Nielsen (the “**Comeback Application**”).

II. FACTUAL BACKGROUND

5. The facts underlying this Application are more fully set out in the Affidavit of John Arbuthnot IV, sworn on July 12, 2024 (the “**First Arbuthnot Affidavit**”).
6. All capitalized terms used herein that are not otherwise defined have the meaning ascribed to them in the Originating Application of the Delta 9 Group and the First Arbuthnot Affidavit, to be filed concurrently herewith.

A. The Delta 9 Group

7. D9 Parent, the parent of the Delta 9 Group, is incorporated pursuant to the laws in British Columbia.¹ D9 Parent is the majority shareholder of the following direct and indirect subsidiaries, each of whom is an Applicant:
- a. Logistics;
 - b. Bio-Tech;
 - c. Lifestyle; and
 - d. Store.²
8. A copy of the Delta 9 Group's corporate structure is reproduced below for ease of reference:



B. Operations and Locations

9. The Applicants are in the business of cannabis cultivation, processing, extraction, wholesale distribution, retail and business to business activities.³

¹ First Arbuthnot Affidavit at para 38.

² First Arbuthnot Affidavit at paras 40, 42, 46, 49 and 52.

³ First Arbuthnot Affidavit at para 32.

10. Delta 9 Group’s cannabis cultivation, processing, extraction, and packaging takes place at a 95,000 square-foot cannabis cultivation and processing facility in Winnipeg, Manitoba (the “**Cultivation Facility**”).⁴ The Cultivation Facility, and the lands upon which the Cultivation Facility is located, are owned and operated by Bio-Tech.⁵
11. Bio-Tech is a privately held corporation with its registered office in Calgary, Alberta.⁶ Bio-Tech is a licensed producer and holds a license pursuant to the *Cannabis Act*, SC 2018, c 16, from Health Canada (the “**Health Canada License**”) to cultivate, process and sell medical and recreational cannabis and a license (the “**Excise License**”) to sell cannabis products under the *Excise Act*, RSC 1985, c E-14 (the “**Excise Act**”).⁷
12. Logistics is a privately held corporation with its registered office in Calgary, Alberta.⁸ Logistics operates a distribution and cross-docking facility located in Winnipeg, Manitoba (the “**Distribution Facility**”) under a distribution license to licensed cannabis retailers within the province of Manitoba (the “**Distribution License**”) to the Applicants and other entities.⁹
13. Lifestyle is a privately held corporation that will be continued into the Province of Alberta following the Initial Order Application with its registered office to be located in Calgary, Alberta.¹⁰
14. Store is a privately held federal corporation with its registered office in Alberta.¹¹
15. Lifestyle and Store collectively operate 41 cannabis retail stores (collectively, the “**Cannabis Retail Stores**”) across Alberta, Saskatchewan, and Manitoba.¹² Each of Lifestyle and Store hold provincial licenses for the retail sale of cannabis and cannabis-related products for each of the Cannabis Retail Stores (collectively, the “**Retail Licenses**”).

⁴ First Arbuthnot Affidavit at paras 34, 57, and 60.

⁵ *ibid.*

⁶ First Arbuthnot Affidavit at para 46.

⁷ First Arbuthnot Affidavit at paras 47 and 81.

⁸ First Arbuthnot Affidavit at para 42.

⁹ First Arbuthnot Affidavit at paras 44, and 65 to 69.

¹⁰ First Arbuthnot Affidavit at para 49.

¹¹ First Arbuthnot Affidavit at para 52.

¹² First Arbuthnot Affidavit at paras 50, 54, and 71 to 74.

C. Assets and Liabilities

16. As at May 31, 2024, the Applicants have a total consolidated assets with a book value of approximately \$65,230,722.38, and total consolidated liabilities with a book value owing of approximately \$80,974,426.69.¹³

D. Secured Obligations

(1) *CFCU Loan Agreement*

17. On March 11, 2022, D9 Parent, as borrower, Connect First Credit Union Ltd. (“**CFCU**”), as lender, and Bio-Tech, Lifestyle, and Store, as guarantors (collectively, in such capacity, the “**Guarantors**”), entered into a commitment letter dated February 1, 2022, pursuant to which CFCU, D9 Parent, and the Guarantors, entered into separate loan agreements (collectively, the “**CFCU Loan Agreement**”) which provided, among other things, the following facilities: (i) a \$23,000,000 commercial mortgage term loan; (ii) a \$5,000,000 commercial mortgage term loan; (iii) a \$4,000,000 authorized overdraft facility .¹⁴
18. The CFCU Security in respect of the CFCU Loan Agreements consists of the following security in favour of CFCU:
- a. first-ranking collateral mortgage granted by Bio-Tech over the Bio-Tech Lands in the principal amount of \$28,000,000;
 - b. general assignment of leases and rents granted by Bio-Tech over the Bio-Tech Lands;
 - c. mortgages of leases by way of a sublease, granted by Bio-Tech in respect of Bio-Tech’s commercial lease of “Building C” and “Building D” of the Distribution Facility;
 - d. unlimited guarantees from each of: Bio-Tech, Lifestyle, and Store; and
 - e. general security agreements from each of: D9 Parent, Bio-Tech, Lifestyle, and Store.¹⁵

¹³ First Arbuthnot Affidavit at para 117 and 118.

¹⁴ First Arbuthnot Affidavit at paras 121 to 123 and Exhibits 22 and 23.

¹⁵ First Arbuthnot Affidavit at para 124 and Exhibits 24, 25, 26, 27, and 28.

19. As at July 5, 2024, the outstanding indebtedness owing from the Applicants to CFCU amounts to \$27,868,283.94, including interest but excluding all other costs, expenses, and legal costs on a solicitor and own client full indemnity basis (the “**CFCU Outstanding Indebtedness**”).¹⁶

(2) Sundial Convertible Debenture & the SNDL Assignment

20. On March 30, 2022, D9 Parent, as issuer, SNDL Inc., formerly Sundial Growers Inc. (“**SNDL**”), as holder, entered into a second-lien convertible debenture agreement (the “**Sundial Convertible Debenture**”) providing for a \$10,000,000 second-lien convertible debenture.¹⁷
21. The Sundial Security in respect of the Sundial Convertible Debenture consists of the following security in favour of Sundial:
- a. second-ranking collateral mortgage granted by Bio-Tech over the Bio-Tech Lands in the principal amount of \$14,000,000;
 - b. general assignment of leases and rents granted by Bio-Tech over the Bio-Tech Lands;
 - c. unlimited guarantees from each of: Bio-Tech, Lifestyle, and Store; and
 - d. general security agreements from each of: D9 Parent, Bio-Tech, Lifestyle, and Store.¹⁸
22. Pursuant to the CFCU Loan Agreement and the Sundial Convertible Debenture, CFCU and Sundial entered into a Priority, Subordination, and Standstill Agreement (the “**Priority Agreement**”) pursuant to which, Sundial agreed to, among other things, subordinate its debt to CFCU.¹⁹
23. As at July 2, 2024, the estimated outstanding indebtedness owing by the Applicants to SNDL amounts to approximately \$10,833,333.33, including interest but excluding all other costs, expenses and legal costs on a solicitor and own-client full indemnity basis (the “**SNDL Outstanding Indebtedness**”).²⁰ The actual amount of the SNDL Outstanding

¹⁶ First Arbuthnot Affidavit at para 128.

¹⁷ First Arbuthnot Affidavit at para 131 to 132 and Exhibit 32.

¹⁸ First Arbuthnot Affidavit at para 133 and Exhibits 33, 34, 35, and 36.

¹⁹ First Arbuthnot Affidavit at para 20.

²⁰ First Arbuthnot Affidavit at para 135.

Indebtedness will have to be proven by SNDL by submitting appropriate supporting and back-up documentation to the Monitor for review and confirmation.

24. On July 5, 2024, without notice to the Delta 9 Group and after extensive good faith engagement between the Plan Sponsor and the Delta 9 Group with CFCU, CFCU sold, transferred and assigned to SNDL all of the CFCU Outstanding Indebtedness and SNDL assumed all of CFCU's right, title, and interest under the CFCU Loan Agreement, the CFCU Security and the Priority Agreement (the "**SNDL Assignment**").²¹
25. SNDL is now the Applicants' primary secured creditor and is owed an estimated collective amount of approximately \$38,701.617.27 (the "**Estimated Outstanding Indebtedness**").²²

(3) PPR and Land Title Registrations

26. As outlined at paragraphs 136 to 139 of the First Arbuthnot Affidavit, a number of parties, in addition to CFCU and Sundial, have registered security interests against various Applicants under the applicable PPR Registrations and against the Bio-Tech Lands under *The Law of Property Act* (Manitoba).²³

(4) CRA Obligations and the Renewal Terms of the Excise License

27. The Applicants collectively owe the Canada Revenue Agency (the "**CRA**") for outstanding GST and excise tax the amount of \$8,996,132, which is comprised primarily of excise tax amounts owing to the CRA by Bio-Tech (the "**Excise Tax Arrears**").²⁴
28. As a result of the Excise Tax Arrears, the CRA has, since approximately December 2023, only agreed to renew the Excise License on a 30-day recurring basis provided that Bio-Tech continues making the monthly excise duty payment (the "**Excise Duty Payment**"), plus the pre-arranged payment to reduce the Excise Tax Arrears (the "**Monthly Arrears Payment**").²⁵

²¹ First Arbuthnot Affidavit at paras 20, 21, and 192 to 204.

²² First Arbuthnot Affidavit at para 22.

²³ See also Exhibits 13, 37, 38, 39, 40, and 41.

²⁴ First Arbuthnot Affidavit at para 141.

²⁵ First Arbuthnot Affidavit at paras 82 to 83.

E. Unsecured Obligations

29. As outlined in further detail at paragraphs 142 to 155 of the First Arbuthnot Affidavit, the Applicants are indebted to a number of unsecured creditors, including, but not limited to, the following:
- a. as of June 25, 2024, Store is indebted to Uncle Sam's Cannabis Ltd. pursuant to the Uncle Sam's Agreements in the amount of \$4,992,121.37 (which amount has been guaranteed by D9 Parent);
 - b. as of June 21, 2024, Lifestyle's outstanding indebtedness to 721 Manitoba pursuant to the Lifestyle Debentures totals \$2,887,917.57;
 - c. as of June 21, 2024, Bio-Tech has \$2,745,326.95 in trade payables that are due or will become due to unsecured trade creditors within the next 60+ days, 65 of which are critical to Bio-Tech's continued business operations; and
 - d. as of June 21, 2024, Store has \$91,096.98 in trade payables that are due or will become due in the next 60+ days, 18 of which are critical to Store's continued business operations.²⁶

F. Liquidity Issues and Necessity of CCAA Relief

30. In recent years, the Applicants have suffered losses due to the following factors, among others:
- a. intense competition and an over-supply of cannabis products leading to significant price compression and the sale of inventory at a loss;
 - b. the impact of the illicit supply of cannabis, including illegal dispensaries and black market suppliers;
 - c. the burdensome costs associated with the regulatory regime in the industry;

²⁶ First Arbuthnot Affidavit at Exhibits 42, 43, 44, and 45.

- d. the significant amount of capital required to successfully develop and generate revenue from new products;
 - e. the changing capital market investor sentiment driving public investment away from the cannabis sector, forcing the Applicants to seek more expensive forms of financing; and
 - f. higher interest rates leading to investors demanding increased rates of return in excess of returns that the Applicants are able to provide.²⁷
31. There is insufficient capital to continue to meet the Delta 9 Group's debt obligations while also funding the operations of Bio-Tech that continue to operate at a significant loss.²⁸ The strain of the Delta 9's Group debt burden has also made it difficult to raise additional capital and attract the necessary investment into the business to adequately scale its operations.²⁹ If the Initial Order is granted, the Cash Flow Forecast indicates that the Applicants will require interim financing during the pendency of the CCAA proceedings and as early as the week of July 26, 2024.³⁰
32. If, at any point, Bio-Tech fails to meet its obligations to pay the Excise Duty Payments and the Monthly Arrears Payments to the CRA, Bio-Tech could lose its Excise License to produce and sell cannabis and be required to immediately pay the entire amount of Excise Tax Arrears, further jeopardizing the Applicants' overall business operations and significantly impairing the value of Bio-Tech's property.³¹
33. The challenges outlined above have led to a situation in which the Delta 9 Group will be unable to meet its obligations going forward.
34. As of March 31, 2024, D9 Parent was in breach of its Debt Service Coverage Ratio and Current Ratio covenants in respect of the CFCU Loan Agreements.³²
35. In addition, on May 21, 2024, D9 Parent received a demand and notice of intention to enforce security from SNDL (the "**First SNDL Demand**").³³

²⁷ First Arbuthnot Affidavit at para 15.

²⁸ First Arbuthnot Affidavit at para 16.

²⁹ First Arbuthnot Affidavit at para 17.

³⁰ First Arbuthnot Affidavit at para 120.

³¹ First Arbuthnot Affidavit at para 18.

³² First Arbuthnot Affidavit at para 19.

³³ First Arbuthnot Affidavit at para 23.

36. The SNDL Assignment has created significant urgency for obtaining CCAA protection. The Applicants believe that SNDL ultimately wants to acquire the Delta 9 Group's retail business as a competitor in that segment of the cannabis industry.³⁴
37. SNDL has now also issued a second set of demands and notices of intention to enforce security dated July 10, 2024 to D9 Parent, Bio-Tech, Lifestyle, and Store demanding payment of the Estimated Outstanding Indebtedness (the "**Second SNDL Demand**", and together with the First SNDL Demand, the "**SNDL Demands**"), which expires on August 12, 2024.³⁵
38. The Delta 9 Group does not have sufficient cash available to meet the terms of the SNDL Demands and the Applicants face potential enforcement action from SNDL under the First SNDL Demand that could be commenced at any time.³⁶
39. The Applicants require the time and stability offered by the Initial Order to implement a restructuring that will ultimately see SNDL repaid in full for the Estimated Outstanding Indebtedness.³⁷

III. ISSUES

40. The issues to be determined by the Court are whether:
 - a. each of the Applicants are entitled to seek protection under the CCAA;
 - b. the Initial Stay of Proceedings should be granted in favour of the Applicants;
 - c. the Applicants should be entitled to make certain pre-filing payments with the consent of the Monitor;
 - d. the Applicants should be authorized to continue utilizing the Cash Management System;
 - e. the Applicants should be authorized to incur no further costs in connection with the Securities Filings;
 - f. a regulatory stay of the Licenses should be granted;

³⁴ First Arbuthnot Affidavit at para 25.

³⁵ First Arbuthnot Affidavit at para 23.

³⁶ First Arbuthnot Affidavit at para 24.

³⁷ First Arbuthnot Affidavit at para 27.

- g. the Administration Charge should be granted;
- h. the Directors' Charge should be granted;
- i. the Initial Stay of Proceedings should extend to the Directors and Officers; and
- j. certain portions of the First Arbuthnot Affidavit should be sealed.

IV. LAW AND ARGUMENT

A. The Applicants are Entitled to Seek Protection under the CCAA

41. The CCAA applies in respect of a "debtor company" or "affiliated debtor companies" whose liabilities exceed \$5 million.³⁸
42. The term "debtor company" is defined as "any company" that is, among other things, "insolvent" and the term "company" is defined as "any company, corporation or legal person incorporated by or under any Act of Parliament or of the legislature of a province."³⁹
43. The CCAA also specifies that companies are affiliated companies if one or more of them is the subsidiary of the other or both are subsidiaries of the same company.⁴⁰ Pursuant to section 3(4) of the CCAA, a company is a subsidiary of another company pursuant to the CCAA if:
 - (a) it is controlled by
 - (i) that other company,
 - (ii) that other company and one or more companies each of which is controlled by that other company, or
 - (iii) two or more companies each of which is controlled by that other company, or
 - (b) it is a subsidiary of a company that is a subsidiary of that company.⁴¹
44. Each of the Applicants is a "company" within the meaning of the CCAA as each was incorporated under Canadian provincial laws. All of the Applicants, other than D9 Parent,

³⁸ [Companies' Creditors Arrangement Act](#), RSC 1985, c C-36 [CCAA], s 3(1); [MPX International Corporation](#), 2022 ONSC 4348 at para 46 [MPX], [Laurentian University of Sudbury](#), 2021 ONSC 659 at para 25 [Laurentian], [McEwan Enterprises Inc.](#), 2021 ONSC 6453 at para 24 [McEwan].

³⁹ CCAA, s 2(1), "debtor company" and "company". See also *Laurentian* at paras 25 and 26.

⁴⁰ CCAA, s 3(2).

⁴¹ CCAA, s 3(4).

are direct or indirect subsidiaries of D9 Parent.⁴² Accordingly, the Applicants are all affiliated companies.

45. Each of the Applicants, with the exception of Logistics, is a “debtor company” as defined in the CCAA. Whether a company is insolvent for the purposes of this definition is evaluated by reference to the definition of “insolvent person” in the *Bankruptcy and Insolvency Act* (the “**BIA**”) and the expanded concept of insolvency adopted by the Court in *Stelco*.⁴³
46. The *BIA* defines “insolvent person” as a person:
- a. who is for any reason unable to meet its obligations as they generally become due;
 - b. who has ceased paying its current obligations in the ordinary course of business as they generally become due; or
 - c. the aggregate of whose property is not, at a fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process, insufficient to enable payment of all of its obligations, due and accruing due.⁴⁴
47. A company is also insolvent for the purposes of the CCAA if “there is a reasonable foreseeable (at the time of filing) expectation that there is a looming liquidity condition or crisis which will result in the applicant running out of ‘cash’ to pay its debts as they generally become due in the future without the benefit of the [stay] and ancillary protection.”⁴⁵
48. The Applicants in these proceedings, with the exception of Logistics, are either currently insolvent under the disjunctive *BIA* test for solvency, or are facing the kind of imminent liquidity crisis that clearly satisfies the expanded *Stelco* test.
49. In respect of Logistics, when CCAA applicants are part of a significantly intertwined group of affiliated debtor companies, it is not necessary to find that each and every applicant is insolvent on a stand-alone basis where the Court is satisfied that not extending the stay

⁴² First Arbuthnot Affidavit at paras 37, 30, 42, 46, 49, 52 and Exhibit 6.

⁴³ *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 [**BIA**], s 2(1), “insolvent person”; *Stelco Inc., Re*, [2004] OJ No 1257 (ONSC) at [para 26](#) [**Stelco**].

⁴⁴ *ibid.*

⁴⁵ *Stelco* at [paras 26](#) and [40](#); *McEwan* at [para 27](#); *Laurentian* at [para 32](#).

would significantly impair the effectiveness of the stay in respect of the debtor companies.⁴⁶

50. The Applicants are all affiliated and inextricably intertwined. In particular, the Delta 9 Group relies heavily on Logistics:

- a. to operate the Distribution Facility, which provides operational support for the directly adjoining Cultivation Facility, houses the Delta 9 Group Personnel responsible for overseeing both the Cultivation Facility and the Distribution Facility, provides storage for cannabis retail products;⁴⁷
- b. Logistics often receives payment for the cannabis product that Bio-Tech products and, as such, Bio-Tech is reliant on Intercompany Transfers to fund its ongoing operations;⁴⁸ and
- c. Logistics holds a number of valuable supply contracts within the Delta 9 Group network of Cannabis Retail Stores, as well as other licensed cannabis producers and retailers across Manitoba, Saskatchewan, and Alberta.⁴⁹

51. Logistics, in turn, relies heavily on its contracts with transportation and shopping providers to facilitate the distribution of cannabis products within Manitoba and into other provinces and territories.⁵⁰

52. Without these services, the remaining members of the Delta 9 Group would not be able to fully function or operate independently. If Logistics were not subject to the stay of proceedings, there is a significant concern that creditors of Logistics could negatively impact the success of a restructuring of the Delta 9 Group.

B. The Alberta Court has Jurisdiction Over These Proceedings

53. The following factors support the conclusion that the Court of King's Bench of Alberta has jurisdiction over these proceedings:

⁴⁶ *First Leaside Wealth Management Inc. (Re)*, 2012 ONSC 1299 at [paras 28 to 30](#); *Dondeb Inc. (Re)*, 2012 ONSC 6087 at [para 16](#).

⁴⁷ First Arbuthnot Affidavit at paras 56, and 64 to 69.

⁴⁸ First Arbuthnot Affidavit at paras 111 to 114.

⁴⁹ First Arbuthnot Affidavit at paras 67 to 69.

⁵⁰ First Arbuthnot Affidavit at para 101.

- a. Delta 9 Group has a substantial business presence in Alberta, with the Alberta Stores representing the largest group of stores within the Delta 9 retail group;⁵¹
- b. Bio-Tech, Logistics, and Store all have their registered head office located in Calgary, Alberta;⁵²
- c. SNDL, the primary secured creditor of Delta 9 Group, is a corporation incorporated pursuant to the laws in the Province of Alberta with its head office in Calgary, Alberta⁵³;
- d. the CFCU Loan Agreement and the SNDL Convertible Debenture are each governed by the laws of the Province of Alberta⁵⁴; and
- e. The Plan Sponsor's support of these restructuring proceedings is conditional upon these proceedings being commenced in Alberta.⁵⁵

C. The Stay of Proceedings Should be Granted

- 54. Section 11.02(1) of the CCAA permits the Court to grant an initial stay of up to 10 days on an application for an initial order, provided such a stay is appropriate and the Applicants have acted with due diligence and in good faith.⁵⁶ Pursuant to section 11.001 of the CCAA, the Court has the power to grant other relief under section 11 at the same time as the initial order provided that relief is "reasonably necessary for the continued operation of the debtor company in the ordinary course of business during that period."⁵⁷
- 55. A stay of proceedings is appropriate to provide the debtor with breathing room while it seeks to restore solvency and emerge from the CCAA proceedings as a going concern.⁵⁸ Whenever possible, the *status quo* should be maintained during the initial 10-day period.⁵⁹ This 10-day period "allows for stabilization of operations and a negotiating window."⁶⁰
- 56. The relief requested by the Applicants in this Application meets the foregoing criteria.

⁵¹ First Arbuthnot Affidavit at para 79.

⁵² First Arbuthnot Affidavit at paras 46, 42, and 52.

⁵³ First Arbuthnot Affidavit at para 130 and Exhibit 31.

⁵⁴ First Arbuthnot Affidavit at paras 125 and 134.

⁵⁵ First Arbuthnot Affidavit at para 218(a).

⁵⁶ CCAA, [s 11.02\(3\)\(a\) to \(b\)](#).

⁵⁷ CCAA, [s 11.001](#).

⁵⁸ *Century Services Inc v Attorney General (Canada)*, 2010 SCC 60 at [para 14](#); *Target Canada Co (Re)*, 2015 ONSC 303 at [para 8](#) [*Target*].

⁵⁹ CCAA, [s 11.001](#); *Lydian International Limited (Re)*, 2019 ONSC 7473 at [para 26](#) [*Lydian*].

⁶⁰ *Lydian* at [para 30](#).

57. The Applicants require a stay of proceedings to preserve the value of the Applicants' business and provide them with breathing room to pursue the SISP for Bio-Tech, while maintaining business operations in the ordinary course and in compliance with the cannabis regulatory regime.
58. In the absence of a stay of proceedings, the Applicants will likely face enforcement actions by, among others, SNDL, the CRA, and certain contractual counterparties that would be detrimental to the Applicants' business and stakeholders and could significantly impair the value of the Applicant's business.
59. The granting of the Stay of Proceedings is in the best interests of the Applicants and their stakeholders, meets the statutory requirements under the CCAA, and is appropriate in the circumstances.

D. Authority to Make Pre-Filing Payments to Critical Suppliers

60. To preserve normal course business operations, the Applicants are seeking authorization in the Initial Order to make certain payments for, among other things:
 - a. all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of the Initial Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
 - b. amounts owing for goods or services actually supplied to the Applicants prior to the date of the Initial Order for those suppliers or service providers who are critical to preserve, protect, or enhance the value of the business; and
 - c. the fees and disbursements of any Assistants (as defined in the Initial Order) retained or employed by the Applicants in respect of the CCAA Proceedings, at their standard rates and charges.
61. Section 11.4 of the CCAA empowers the Court to declare a person to be a critical supplier and to provide for the payment of pre-filing amounts to such suppliers, even where a charge on the debtor's property to secure amounts owing for services provided after the filing is not sought.⁶¹

⁶¹ CCAA, [s 11.4](#); [Cline Mining Corp. Re](#), 2014 ONSC 6998 at [para 38](#); [MPX](#) at [para 70](#).

62. The Court in *Index Energy Mills Road Corporation* outlined the factors to consider in determining whether to grant such authorization, including: (a) whether the goods and services are integral to the business of the applicants; (b) the applicants' dependency on the uninterrupted supply of the goods or services; (c) the fact that no payments will be made without the consent of the Monitor (which is a requirement under the proposed Initial Order); and (d) the effect of the debtors' operations and ability to restructure if it could not make such payments.⁶²
63. A supplier is viewed as critical to a debtor company's post-filing operations where the particular goods or services are sufficiently integrated into the debtor company's operations that it would be materially disruptive to the debtor's operations and restructuring for the particular supplier to cease providing such services and/or it would be difficult or impossible to secure an alternate supplier.⁶³
64. In consideration of the above, and as outlined in further detail at paragraphs 96 to 106 of the First Arbuthnot Affidavit and paragraphs 47 to 51 of the Pre-Filing Report of the Monitor, the Applicants require the continued supply of integral goods and services from their key vendors and service providers during the CCAA proceedings to maintain ordinary course operations. The Applicants' ability to operate their business in the normal course is dependent on their ability to maintain an uninterrupted supply of goods and services.⁶⁴
65. The authority to make payment for pre-filing obligations is appropriate and reasonable in the circumstances. In particular, the flexibility to pay pre-filing obligations is important in a regulated industry, such as the cannabis industry, where continued access to critical supplies and services must be maintained. This authority sought by the Applicants is also counter-balanced by requiring that the Monitor review and approve of any such payments for pre-filing obligations in order to ensure that those payments are in fact critical to the Applicants' operations.

E. The Court Should Authorize the Continued Use of the Cash Management System

66. In the ordinary course of business, the Delta 9 Group uses a centralized banking and cash management system (the "**Cash Management System**") to collect funds and pay

⁶² *Index Energy Mills Road Corporation (Re)*, 2017 ONSC 4944 at [para 31](#).

⁶³ *Target* at [paras 62 to 65](#); *Clover Leaf Holdings Company (Re)*, 2019 ONSC 6966 at [paras 24 to 27](#).

⁶⁴ First Arbuthnot Affidavit at para 230.

expenses associated with its operations.⁶⁵ The Cash Management System contains a number of operating accounts with Canadian Western Bank (“**CWB**”) and a Visa card through CWB.⁶⁶

67. This Court has the jurisdiction to approve the continued utilization of the Cash Management System pursuant to the Court’s broad discretionary authority in section 11 of the CCAA to make any order it considers appropriate in the circumstances.⁶⁷
68. The approval of the Cash Management System is reasonable and necessary in the circumstances. Both the Applicants and the Proposed Monitor are of the view that the continued use of the Cash Management System is required and appropriate.

F. The Applicants Should be Authorized to Incur No Further Costs in Connection with Their Securities Filing Obligations

69. Pursuant to the Initial Order, the Applicants are seeking relief to dispense with certain securities filing requirements. The Applicants seek authorization to incur no further expenses in relation to any filings (including financial statements), disclosures, core or non-core documents, restatements, amendments to existing filings, press releases, or any other actions (collectively, the “**Securities Filings**”) that may be required by any federal, provincial, or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act*, CCSM, c S50, and comparable statutes enacted by other provinces of Canada, and the rules, regulations, and policies of the Toronto Stock Exchange.
70. The Initial Order also provides that none of the directors and officers, employees, and other representatives of the Applicants, and the Monitor (and its directors, officers, employees and representatives) shall have any personal liability for any failure by the Applicants to make Securities Filings.
71. Similar relief has been granted for other reporting issuers who also sought such relief under the CCAA.⁶⁸

⁶⁵ First Arbuthnot Affidavit at paras 108 to 111.

⁶⁶ First Arbuthnot Affidavit at para 107 and 109.

⁶⁷ CCAA, [s 11](#).

⁶⁸ *Aleafia Health Inc*, [amended and restated initial order issued August 4, 2023](#) [CV-23-00703350-00CL] (ONSC CL) at paras 45-46; *MPX International Corporation*, [amended and restated initial order issued July 25, 2022](#) [CV-22-00684542-00CL] (ONSC CL) at paras 46-47; *Pure Global Cannabis, Inc, Re*, [initial order issued March 19, 2020](#) [CV-20-00638503-00CL] (ONSC CL) at para 49; *BZAM Ltd.*, [initial order issued February 28, 2024](#) [CV-24-00715773-

72. The Applicants believe that incurring the time and costs associated with the Securities Filings would detract from their successful restructuring. Further, stakeholders will not be prejudiced given that detailed financial and other information on the Applicants will continue to be publicly available through materials filed in these CCAA proceedings.
73. The language in the proposed Initial Order is limited to what is necessary for the Applicants to focus on their restructuring and does not prohibit any securities regulator or stock exchange from taking any action or exercising any discretion that it may have as described in section 11.1(2) of the CCAA. Accordingly, the Applicants believe that this relief is necessary and appropriate in the circumstances.

G. The Regulatory Stay of the Licenses Should be Granted

74. Pursuant to the Initial Order, the Applicants are seeking a stay in respect of the Health Canada License and the Excise License to prevent a cancelation or expiration of these licenses for the duration of the stay in the CCAA proceedings.
75. Canadian courts in CCAA proceedings have granted regulatory stays over licenses where, without regulatory stays, the applicable regulators were likely to suspend or cancel licenses due to the relevant parties having commenced CCAA proceedings.⁶⁹ In doing so, Courts have commented that to “permit the immediate termination of [a debtor company’s] licenses would not avoid social and economic losses but amplify them.”⁷⁰
76. In *Just Energy*, the Honourable Justice McLeod of the Ontario Superior Court of Justice stated:

More plainly put, the CCAA automatically stays enforcement of any payments of money ordered by the regulator. It does not, however, automatically stay other steps that a regulator may take against a regulated entity. The court may nevertheless stay such other steps if it is of the view that the failure to stay those other steps means that a viable compromise or arrangement could not be made, provided that the additional stay is not contrary to the public interest.⁷¹

77. Canadian courts have previously stayed the CRA from seeking to enforce its rights through regulatory actions and estopped the CRA from rescinding or destroying products

00CL] (ONSC CL) at paras 42-43 [*BZAM Initial Order*]; *Heritage Cannabis, Re*, [amended and restated initial order issued April 11, 2024](#) [CV-24-00715773-00CL] at paras 46-47 [*Heritage Initial Order*].

⁶⁹ *Just Energy Corp. Re*, 2021 ONSC 1793 at [para 87](#) [*Just Energy*]; *Original Traders Energy Ltd*, [initial order issued January 31, 2023](#) [CV-23-00693758-00CL] (ONSC CL) at para 19; *Heritage Initial Order* at para 48.

⁷⁰ *Just Energy* at [para 87](#).

⁷¹ *Just Energy* at [para 79](#).

related to an excise license for the duration of a cannabis company's protection under an insolvency regime in order to maintain the *status quo*.⁷²

78. The Applicants' cannabis licenses (the "**Licenses**") are among the Applicants' most valuable assets and are required to permit the Applicants to operate their underlying business. If the Licenses lapse or are cancelled, the Applicants' operation and delivery of cannabis products will need to be halted or suspended. Accordingly, the lapsing or cancellation of the Licenses would terminate their ability to restructure or continue as a going-concern business. Without the stability of customer contracts that the Applicants have developed, they would lose vital revenue streams, threatening their viability and frustrating the fundamental purpose of these insolvency proceedings.⁷³
79. Additionally, it is anticipated that the property of Bio-Tech will be monetized through a SISP, for which approval will be sought at the Comeback Application. It is anticipated that the SISP will be a one or two-stage process which will maximize the value of Bio-Tech's assets. If Bio-Tech's Licenses are cancelled or its operations are interrupted during the marketing process to be conducted under the SISP, any such interruptions could have significant negative impact on the value to be obtained for the stakeholders of Bio-Tech in the SISP.
80. As of the filing of the Applicants' application materials, the Applicants are up to date on the Excise Duty Payment and the Monthly Arrears Payment. Accordingly, Health Canada and the CRA are not prejudiced by a provision staying the Health Canada License and the Excise License for the Initial Stay Period.

H. The Administration Charge Should be Granted

81. The Applicants are seeking a Court-ordered charge over the Property in the amount of \$350,000 to secure the professional fees and disbursements of the Proposed Monitor and its counsel, and the Applicants' insolvency counsel, at their standard rates and charges, incurred before or after the date of the Initial Order (the "**Administration Charge**").⁷⁴

⁷² [Tantalus Labs Ltd, Re](#), 2023 BCSC 1450; [Aleafia Health Inc., SISP approval order issued August 22, 2023](#) [CV-23-00703350-00CL] (ONSC CL); [BZAM Initial Order](#) at para 44; [Heritage Initial Order](#) at para 37. [Indiva Limited, amended and restated initial order issued June 21, 2024](#) [CV-24-00722044-00CL] (ONSC CL) at para 51.

⁷³ First Arbuthnot Affidavit at para 243.

⁷⁴ First Arbuthnot Affidavit at para 235.

82. Section 11.52 of the CCAA expressly provides the Court with the jurisdiction to grant an administration charge. The list of non-exhaustive factors to be considered when granting an administration charge includes: (i) the size and complexity of the business being restructured; (ii) the proposed role of the beneficiaries of the charge; (iii) whether there is an unwarranted duplication of roles; (iv) whether the quantum of the proposed charge appears to be fair and reasonable; (v) the position of the secured creditors likely to be affected by the charge; and (vi) the position of the monitor.⁷⁵
83. It is appropriate in the circumstances for the Court to approve the Administration Charge, given that:
- a. the Applicants' business is highly regulated and subject to numerous statutory and regulatory restrictions and requirements;
 - b. the beneficiaries of the Administration Charge have the requisite knowledge with respect to those regulations and have, and will continue to, contribute to these CCAA proceedings and assist the Applicants with their business;
 - c. each proposed beneficiary of the Administration Charge is performing distinct functions and there is no duplication of roles;
 - d. the quantum of the proposed Administration Charge is fair and reasonable; and
 - e. the Proposed Monitor is supportive of the Administrative Charge.⁷⁶

I. The Directors' Charge Should be Granted

84. The Applicants are seeking a charge over the Property up to the aggregate amount of \$300,000 to secure the indemnity of their respective directors and officers for liabilities they may incur in these CCAA proceedings (the "**Directors Charge**").⁷⁷
85. The Directors' Charge is proposed to rank in subordination to the Administration Charge.
86. Section 11.51 of the CCAA empowers the Court to grant the Directors' Charge.⁷⁸ The purpose of such a charge is to keep the directors and officers in place during the

⁷⁵ CCAA, [s. 11.52](#); [Canwest Publishing Inc.](#), 2010 ONSC 222 at [para 54](#) [**Canwest**].

⁷⁶ First Arbutnot Affidavit at paras 235 to 241; Pre-Filing Report of the Proposed Monitor, dated July 15, 2024 (the "**Pre-Filing**") at paras 38 to 40.

⁷⁷ First Arbutnot Affidavit at para 240.

⁷⁸ CCAA, [s. 11.51\(1\)-\(4\)](#); [Canwest Global Communications, Re.](#), [2009] OJ No. 4286 (ONSC) at [paras 44 to 48](#) [**Canwest Global**]; [Canwest](#) at [para 56](#); [US Steel Canada Inc., Re.](#), 2014 ONSC 6145 at [para 20](#) [**US Steel**]; [Lydian](#) at [para 52](#).

restructuring by providing them with protections against liabilities that could be incurred during the restructuring.⁷⁹

87. A court may not make the order if “the company could obtain adequate indemnification insurance for the director or officer at a reasonable cost”, and the Court shall make an order declaring that the charge does not apply in respect of a specific obligation or liability incurred by a director or officer “if in its opinion the obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct.”⁸⁰
88. It is appropriate in the circumstances for the Court to approve the Directors’ Charge, given that:
- a. the Applicants require the active and committed involvement of the directors and officers in order to continue business operations in the ordinary course and to effectively execute the proposed restructuring;
 - b. the directors and officers have indicated that their continued service and involvement in these CCAA proceedings is conditional upon the granting of the Directors’ Charge;
 - c. the Directors’ Charge applies only to the extent that the directors and officers do not have coverage under the D&O Policy;
 - d. the Directors’ Charge would only cover obligations and liabilities that the directors and officers may incur after the commencement of the CCAA proceedings and does not cover wilful misconduct or gross negligence;
 - e. the amount of the Directors’ Charge is reasonable in the circumstances; and
 - f. the Proposed Monitor is supportive of the Directors’ Charge.⁸¹

J. The Stay of Proceedings Should Apply to the Directors and Officers

89. The Applicants are seeking to extend the Stay of Proceedings to include a stay of any action against John Arbuthnot IV in respect of his personal obligations of any amounts owed by the Applicants during the pendency of the Stay Period.

⁷⁹ *Canwest Global* at [paras 44 to 48](#).

⁸⁰ CCAA, [s. 11.51\(3\) to \(4\)](#).

⁸¹ First Arbuthnot Affidavit at paras 240 to 241; Pre-Filing Report at paras 41 to 44.

90. CCAA Courts have the authority under the broad jurisdiction granted under sections 11 and 11.02 of the CCAA and the Court's inherent jurisdiction to grant a stay of proceedings in favour of third parties that are not themselves applicants in a CCAA proceeding.⁸²
91. The Court may consider the following non-exhaustive factors in determining whether to extend a stay of proceedings to non-applicant third parties:
- a. the business and operations of the third party was significantly intertwined and integrated with those of the debtor company;
 - b. extending the stay to the third party would help maintain stability and value during the CCAA process;
 - c. not extending the stay to the third party would have a negative impact on the debtor company's ability to restructure, potentially jeopardizing the success of the restructuring and the continuance of the debtor company;
 - d. if the debtor company is prevented from concluding a successful restructuring with its creditors, the economic harm would be far-reaching and significant;
 - e. failure of the restructuring would be even more harmful to customers, suppliers, landlords, and other counterparties whose rights would otherwise be stayed under the third party stay;
 - f. if the restructuring proceedings are successful, the debtor company will continue to operate for the benefit of all of its stakeholders, and its stakeholders will retain all of its remedies in the event of future breaches by the debtor company or breaches that are not related to the released claims; and
 - g. the balance of convenience favours extending the stay to the third party.⁸³
92. It is appropriate to extend the Stay of Proceedings to include Mr. Arbuthnot's personal obligations in respect of amounts owed by any of the Applicants, given that:
- a. if any enforcement proceedings were commenced against Mr. Arbuthnot in respect of his personal obligations for amounts owed by any of the Applicants, it would cause significant disruption to the Applicants, would have a detrimental effect on

⁸² CCAA, s. 11 and s. 11.02(1); *Tamerlane Ventures Inc, Re*, 2013 ONSC 5461 at para 21; *Laurentian* at para 39; *McEwan* at [para 42](#).

⁸³ *McEwan* at [para 43](#); *Laurentian* at [para 40](#).

the Applicants' restructuring efforts, and could erode the value of the Applicants' business to the detriment of stakeholders; and

- b. there would be no prejudice in granted the requested extension of the Stay as requested as the obligations, if any, which Mr. Arbuthnot has guaranteed, indemnified, and/or secured, would be assumed as part of the proposed restructuring of the Applicants.⁸⁴

- 93. The extension of the Stay of Proceedings in favour of Mr. Arbuthnot's personal obligations in respect of amounts owed by the Applicants is appropriate in these circumstances while the Applicants implement a restructuring of the business for the benefit of their stakeholders.

K. Portions of the First Arbuthnot Affidavit Should be Sealed

- 94. The Applicants request to seal certain portions of the First Arbuthnot Affidavit.
- 95. Pursuant to Part 6, Division 4 of the Alberta *Rules of Court*, AR 124/2010, the Court has the discretionary authority to order that a document filed in a civil proceeding is confidential, may be sealed, and not form part of the public record of the proceedings.⁸⁵
- 96. A sealing order may be granted where the applicant demonstrates that: (a) Court openness poses a serious risk to an important public interest; (b) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and (c) as a matter of proportionality, the benefits of the order outweigh its negative effects.⁸⁶
- 97. The portions of the First Arbuthnot Affidavit contain commercially sensitive information that in the hands of the public, could have a material and negative impact on efforts to restructure the Applicants' business in a manner that maximizes realization for stakeholders in a CCAA proceeding.
- 98. The proposed form of Sealing Order contemplates that the Order will remain in place only until December 31, 2024. For that reason, the salutary effects of a sealing order outweigh any negative effects to the principles of Court openness.

⁸⁴ First Arbuthnot Affidavit at para 222.

⁸⁵ *Rules of Court*, AR 124/2010, [Part 6, Division 4](#).

⁸⁶ *Sherman Estate v Donovan*, 2021 SCC 25 at [para 38](#).

99. The proposed Sealing Order is the least restrictive and prejudicial alternative to prevent the dissemination of commercially sensitive information.

V. RELIEF SOUGHT

100. The Applicants submit that they have met all of the qualifications required to obtain the requested relief and respectfully request that this Court grant the proposed form of Initial Order.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 12th DAY OF JULY, 2024:

MLT AIKINS LLP

Per:



Ryan Zahara/Kaitlin Ward/Molly McIntosh
Counsel for the Delta 9 Group

LIST OF AUTHORITIES

A. Legislation and Regulations

1. [Companies' Creditors Arrangement Act](#), RSC 1985, c C-36
2. [Bankruptcy and Insolvency Act](#), RSC 1985, c B-3
3. [Rules of Court](#), AR 124/2010, [Part 6, Division 4](#).

B. Case Law

1. [MPX International Corporation](#), 2022 ONSC 4348
2. [Laurentian University of Sudbury](#), 2021 ONSC 659
3. [McEwan Enterprises Inc.](#), 2021 ONSC 6453
4. [Stelco Inc., Re](#), [2004] OJ No 1257 (ONSC)
5. [First Leaside Wealth Management Inc. \(Re\)](#), 2012 ONSC 1299
6. [Dondeb Inc. \(Re\)](#), 2012 ONSC 6087
7. [Century Services Inc v Attorney General \(Canada\)](#), 2010 SCC 60
8. [Target Canada Co \(Re\)](#), 2015 ONSC 303
9. [Lydian International Limited \(Re\)](#), 2019 ONSC 7473
10. [Cline Mining Corp, Re](#), 2014 ONSC 6998
11. [Index Energy Mills Road Corporation \(Re\)](#), 2017 ONSC 4944
12. [Clover Leaf Holdings Company \(Re\)](#), 2019 ONSC 6966
13. [Just Energy Corp, Re](#), 2021 ONSC 1793
14. [Tantalus Labs Ltd, Re](#), 2023 BCSC 1450
15. [Canwest Publishing Inc](#), 2010 ONSC 222
16. [Canwest Global Communications, Re](#), [2009] OJ No. 4286 (ONSC)
17. [US Steel Canada Inc, Re](#), 2014 ONSC 6145
18. [Sherman Estate v Donovan](#), 2021 SCC 25

C. Court Orders

1. [Aleafia Health Inc, amended and restated initial order issued August 4, 2023](#) [CV-23-00703350-00CL] (ONSC CL)
2. [MPX International Corporation, amended and restated initial order issued July 25, 2022](#) [CV-22-00684542-00CL] (ONSC CL)

3. *Pure Global Cannabis, Inc, Re*, [initial order issued March 19, 2020](#) [CV-20-00638503-00CL] (ONSC CL)
4. *BZAM Ltd.*, [initial order issued February 28, 2024](#) [CV-24-00715773-00CL] (ONSC CL)
5. *Heritage Cannabis, Re*, [amended and restated initial order issued April 11, 2024](#) [CV-24-00715773-00CL]
6. *Original Traders Energy Ltd*, [initial order issued January 31, 2023](#) [CV-23-00693758-00CL] (ONSC CL)
7. *Aleafia Health Inc.*, [SISP approval order issued August 22, 2023](#) [CV-23-00703350-00CL] (ONSC CL)
8. *. Indiva Limited*, [amended and restated initial order issued June 21, 2024](#) [CV-24-00722044-00CL] (ONSC CL)