

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

THE HONOURABLE	)	THURSDAY, THE 6 <sup>TH</sup>
	)	
JUSTICE CONWAY	)	DAY OF APRIL, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TRICHOME FINANCIAL CORP., TRICHOME JWC ACQUISITION CORP., MYM NUTRACEUTICALS INC., TRICHOME RETAIL CORP., MYM INTERNATIONAL BRANDS INC., AND HIGHLAND GROW INC. (collectively the "**Applicants**")

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, *inter alia* (i) approving the Share Purchase Agreement (the "**Sale Agreement**") among Trichome Financial Corp. (the "**Vendor**"), 1000370759 Ontario Inc. (the "**Purchaser**"), Trichome JWC Acquisition Corp. ("**TJAC**"), Trichome Retail Corp. ("**TRC**"), MYM Nutraceuticals Inc. ("**MYM**"), MYM International Brands Inc. ("**MYMB**") and Highland Grow Inc. ("**Highland**", and collectively with TJAC, TRC, MYM and MYMB, the "**Purchased Entities**" and each a "**Purchased Entity**"), dated March 28, 2023 and attached as Exhibit "I" to the affidavit of Michael Ruscetta sworn March 30, 2023 (the "**Ruscetta Affidavit**"), and the transactions contemplated therein (collectively, the "**Transactions**"), including the Closing Sequence (as defined in the Sale Agreement), (ii) adding 1000491916 Ontario Inc. ("**TJAC Residual Co.**"), 1000492008 Ontario Inc. ("**TRC Residual Co.**"), 1000491929 Ontario Inc. ("**MYM Residual Co.**"), 1000492005 Ontario Inc. ("**MYMB Residual Co.**") and 1000492023 Ontario Inc. ("**Highland Residual Co.**") as Applicants to these

CCAA proceedings, (iii) vesting in the Purchaser all of the Vendor's right, title and interest in and to the Purchased Shares (as defined in the Sale Agreement), free and clear of any Encumbrances (as defined below), (iv) vesting in and to TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and Highland Residual Co. absolutely and exclusively, all of the right, title and interest of TJAC, TRC, MYM, MYMB and Highland, respectively, in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities (each as defined in the Sale Agreement) and discharging all Encumbrances against the Purchased Entities and the Retained Assets other than the Permitted Encumbrances (each as defined in the Sale Agreement), and (v) granting certain related relief, was heard this day by judicial videoconference via Zoom.

**ON READING** the Notice of Motion of the Applicants, the Ruschetta Affidavit and the Exhibits thereto, the Fifth Report of KSV Restructuring Inc. ("**KSV**"), in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") dated April 3, 2023, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Purchaser, counsel for Cortland Credit Lending Corporation, as agent for and on behalf of certain lenders, and such other counsel that were present, no one else appearing although duly served as appears from the affidavit of service of Joshua Foster, 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.

## **DEFINED TERMS**

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein have the meaning ascribed to them in the Sale Agreement or the Amended and Restated Initial Order of the Honourable Madam Justice Conway dated November 17, 2022 (the "**ARIO**").

### **EXTENSION OF THE STAY PERIOD**

3. **THIS COURT ORDERS** that the Stay Period be and is hereby extended until and including October 31, 2023.

### **APPROVAL AND VESTING**

4. **THIS COURT ORDERS AND DECLARES** that the Sale Agreement and the Transactions are hereby approved and the execution of the Sale Agreement by the Vendor and the Purchased Entities is hereby authorized and approved, with such minor amendments as the parties thereto may deem necessary, with the approval of the Monitor. The Applicants are hereby authorized and directed to perform their obligations under the Sale Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Purchased Shares to the Purchaser.

5. **THIS COURT ORDERS AND DECLARES** that notwithstanding any provision of this Order, the closing of the Transactions shall be deemed to occur in the manner and sequence set out in the Closing Sequence, with such alterations, changes or amendments as may be agreed to by the Vendor and the Purchaser, with the prior written consent of the Monitor, provided that such alterations, changes or amendments do not materially alter or impact the Transactions or the consideration which the Vendor or the Applicants' stakeholders will benefit from as part of the Transactions.

6. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Vendor and the Purchased Entities to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

7. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Purchaser (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred in the manner and sequence set out in the Closing Sequence:

- (a) the Purchaser shall pay the Cash Payment in immediately available funds to the Monitor, to be held in escrow and released in accordance with the Closing Sequence;
- (b) the following shall occur, and shall be deemed to occur, concurrently:
  - (i) all of TJAC's, TRC's, MYM's, MYMB's and Highland's right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and Highland Residual Co., respectively, and all Claims (as defined below) and Encumbrances shall continue to attach to such Excluded Assets with the same nature and priority as they had immediately prior to their transfer;
  - (ii) the Excluded Liabilities and the Excluded Contracts of TJAC, TRC, MYM, MYMB and Highland shall be transferred to, assumed by and vest absolutely and exclusively in TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and Highland Residual Co., respectively (who, in each case, shall be deemed to be party to such Excluded Contracts), and shall no longer be obligations of TJAC, TRC, MYM, MYMB and Highland, as applicable, each of which Purchased Entity and its Retained Assets shall be and are hereby forever released and discharged from such Excluded Contracts and Excluded Liabilities, and all Claims and Encumbrances are hereby expunged and discharged as against the Retained Assets; and
  - (iii) TJAC shall issue a Deferred Consideration Note to TJAC Residual Co. and Highland shall issue a Deferred Consideration Note to Highland Residual Co.;
- (c) all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person and are convertible or

exchangeable for any securities of any of the Purchased Entities or which require the issuance, sale or transfer by any of the Purchased Entities, of any shares or other securities of the Purchased Entities, or otherwise evidencing a right to acquire the Purchased Shares and/or the share capital of the Purchased Entities, or otherwise relating thereto, shall be deemed terminated and cancelled without any payment or other consideration;

- (d) the Purchase Price shall be paid and satisfied in accordance with Section 7.2(d) of the Sale Agreement and all of the Vendor's right, title and interest in and to the Purchased Shares shall vest absolutely and exclusively in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the ARIO or any other Order of the Court; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, including those listed on Schedule "B" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "C" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Shares are hereby expunged and discharged as against the Purchased Shares; and
- (e) the Purchased Entities shall and shall be deemed to cease to be Applicants in these CCAA proceedings, and the Purchased Entities shall be deemed to be released from the purview of the ARIO and all other Orders of this Court granted in respect of these CCAA proceedings, save and except for this Order, the provisions of which (as they relate to the Purchased Entities) shall continue to apply in all respects.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate and deliver a copy of the Monitor's Certificate to the Service List, in each case forthwith after delivery thereof in connection with the Transactions.

9. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Vendor and the Purchaser (which notice may be by email from counsel to the Applicants and the Purchaser) regarding the satisfaction or waiver of conditions to closing under the Sale Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

10. **THIS COURT ORDERS** that, subject to paragraph 11 of this Order, for the purposes of determining the nature and priority of Claims, from and after delivery of the Monitor's Certificate, the Deposit, the Cash Payment, and any amounts received under the Secured Promissory Note (the "**Note Proceeds**") shall be allocated to the Vendor, and any amounts received under any Deferred Consideration Note (collectively with the Deposit, the Cash Payment and the Note Proceeds, the "**Proceeds**") shall be allocated to the applicable Residual Cos., and that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Proceeds, with the same priority as they had with respect to the Purchased Shares and the Retained Assets immediately prior to the sale, as if (i) the Purchased Shares and the Retained Assets had remained owned by and in the possession or control of the Person who owned and had possession or control immediately prior to the Effective Time, and (ii) the Excluded Contracts and the Excluded Liabilities had not been transferred to the Residual Cos. and remained liabilities of the Purchased Entities immediately prior to the transfer.

11. **THIS COURT ORDERS** that, subject to the receipt of the Cash Payment, release of the Deposit and completion of the Transactions, the Vendor is hereby authorized and directed to:

- (a) pay from the Cash Payment received on the Closing Date the amount of \$56,500.00 (for greater certainty, being \$50,000 plus applicable HST) to Hyde Advisory & Investments Inc. within five (5) business days of the Closing Date; and
- (b) pay from the Note Proceeds (i) five (5) percent of the first \$1,000,000.00 in Note Proceeds received by the Vendor (the "**Initial Note Proceeds**"), and (ii) seven and one-half (7.5) percent of all Note Proceeds received by the Vendor in excess of the

Initial Note Proceeds (the "**Additional Note Proceeds**"), in each case, plus applicable HST, to Hyde Advisory & Investments Inc. within five (5) business days of receipt of all of the Initial Note Proceeds and all of the Additional Note Proceeds, respectively.

12. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, each of the Applicants or the Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser all human resources and payroll information in the Purchased Entities' records pertaining to past and current employees of the Purchased Entities. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Purchased Entities prior to the Effective Time.

13. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 7 of this Order, the Purchaser and the Purchased Entities shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Applicants (provided that, such release shall not apply to: (i) Taxes in respect of the business and operations conducted by any of the Purchased Entities after the Effective Time; or (ii) Taxes expressly assumed as Assumed Liabilities pursuant to the Sale Agreement), including without limiting the generality of the foregoing all Taxes that could be assessed against the Purchaser or the Purchased Entities (including their affiliates and any predecessor corporations) pursuant to section 160 or section 160.01 of the *Income Tax Act*, R.S.C. 1985, c. 1 (5<sup>th</sup> Supp.), including as a result of any future amendments or proposed amendments to such provisions or related provisions, or any provincial equivalent, in connection with the Applicants.

14. **THIS COURT ORDERS** that, except to the extent expressly contemplated by the Sale Agreement, all Contracts to which any of the Purchased Entities is a party upon the Effective Time will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no Person who is party to any such Contract may accelerate, terminate, rescind, refuse to

perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such Contract and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of any of the Applicants);
- (b) the insolvency of any of the Applicants or the fact that the Applicants sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Sale Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these CCAA proceedings; or
- (d) any transfer or assignment, or any change of control of the Purchased Entity arising from the implementation of the Sale Agreement, the Transactions or the provisions of this Order.

15. **THIS COURT ORDERS**, for greater certainty, that: (i) nothing in paragraph 14 of this Order shall waive, compromise or discharge any obligations of any of the Purchased Entities in respect of any Assumed Liabilities; (ii) the designation of any Claim as an Assumed Liability is without prejudice to the Purchased Entities' and the Purchaser's rights to dispute the existence, validity or quantum of any such Assumed Liability; and (iii) nothing in this Order or the Sale Agreement shall affect or waive the Purchased Entities' or the Purchaser's rights and defences, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

16. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of any of the Applicants then existing or previously committed by any of the Applicants, or caused by any of the Applicants, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative



pledge, term, provision, condition or obligation, expressed or implied, in any Contract, existing between such Person and any of the Purchased Entities arising directly or indirectly from the filing by the Applicants under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 14 of this Order, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect; provided that, nothing herein shall be deemed to excuse any of the Purchased Entities, the Vendor or the Purchaser from performing their obligations under the Sale Agreement or be a waiver of defaults by any of the Purchased Entities, the Vendor or the Purchaser under the Sale Agreement and the related documents.

17. **THIS COURT ORDERS** that, from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any of the Purchased Entities, the Purchaser, the Purchased Shares or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.

18. **THIS COURT ORDERS** that, from and after the Effective Time:

- (a) the nature of the Assumed Liabilities assumed by the Purchaser or retained by the Purchased Entities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and Highland Residual Co., as applicable;

- (c) any Person that prior to the Effective Time had a valid right or claim against any of the Purchased Entities under or in respect of any Excluded Contract and/or Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have such right or claim against the applicable Purchased Entity but will have an equivalent Excluded Liability Claim against TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and/or Highland Residual Co., as applicable, in respect of the Excluded Contract and/or Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and/or Highland Residual Co., as applicable; and
- (d) the Excluded Liability Claim of any Person against TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and/or Highland Residual Co., as applicable, following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the applicable Purchased Entity prior to the Effective Time.

19. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

- (a) TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and Highland Residual Co. shall each be a company to which the CCAA applies; and
- (b) TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and Highland Residual Co. shall each be added as an Applicant in these CCAA proceedings and all references in any Order of this Court in respect of these CCAA proceedings to (i) an "Applicant" or the "Applicants" shall refer to and include TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and Highland Residual Co., *mutatis mutandis*, and (ii) "Property" shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and

Highland Residual Co., including without limitation, any amounts received under any Deferred Consideration Note (collectively, the "**Residual Co. Property**"), and, for greater certainty, each of the Charges shall constitute a charge on the Residual Co. Property.

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

- (a) the pendency of these CCAA proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") in respect of any of the Applicants or any of the Residual Cos. and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Applicants or any of the Residual Cos.;

the Sale Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to the Residual Cos., and the transfer and vesting of the Purchased Shares in and to the Purchaser), and any payments by the Purchaser or any Purchased Entity authorized herein or pursuant to the Sale Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Applicants and/or any of the Residual Cos. and shall not be void or voidable by creditors of any of the Applicants or any of the Residual Cos., as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

21. **THIS COURT ORDERS** that nothing in this Order, including the release of the Purchased Entities from the purview of these CCAA proceedings pursuant to paragraph 7(e) of this Order and the addition of the Residual Cos. as Applicants in these CCAA proceedings, shall affect, vary, derogate from, limit or amend, and KSV shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO,

this Order, any other Orders in these CCAA proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of KSV in its capacity as Monitor, all of which are expressly continued and confirmed.

## **GENERAL**

22. **THIS COURT ORDERS** that, following the Effective Time, the Purchaser and the Purchased Entities shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Purchased Shares and the Retained Assets.

23. **THIS COURT ORDERS** that, following the Effective Time, the title of these CCAA proceedings is hereby changed to:

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TRICHOME FINANCIAL CORP., 1000491916 ONTARIO INC., 1000492008 ONTARIO INC., 1000491929 ONTARIO INC., 1000492005 ONTARIO INC. AND 1000492023 ONTARIO INC.**

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

25. **THIS COURT ORDERS** that the Applicants and the Monitor shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and Monitor as may be deemed necessary or appropriate for that purpose.

26. **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 Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and

the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

27. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing, provided that the transaction steps set out in paragraph 7 of this Order shall be deemed to have occurred in the manner and sequence set out in the Closing Sequence.

  
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**SCHEDULE "A"**

**FORM OF MONITOR'S CERTIFICATE**

Court File No.: CV-22-00689857-00CL

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TRICHOME FINANCIAL CORP., TRICHOME JWC ACQUISITION CORP., MYM NUTRACEUTICALS INC., TRICHOME RETAIL CORP., MYM INTERNATIONAL BRANDS INC., AND HIGHLAND GROW INC.**

Applicants

**MONITOR'S CERTIFICATE**

**RECITALS**

A. The Applicants commenced these proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA Proceedings**") pursuant to an initial order (as amended and restated, the "**Initial Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 7, 2022. Among other things, the Initial Order appointed KSV Restructuring Inc. as monitor of the Applicants in the CCAA Proceedings (in such capacity, the "**Monitor**").

B. Pursuant to an Approval and Vesting Order of the Court dated April 6, 2023 (the "**Approval and Vesting Order**"), the Court, *inter alia*: (i) approved the transactions (the "**Transactions**") contemplated by the Share Purchase Agreement (the "**Sale Agreement**") among Trichome Financial Corp. (the "**Vendor**"), Trichome JWC Acquisition Corp. ("**TJAC**"), Trichome Retail Corp. ("**TRC**"), MYM Nutraceuticals Inc. ("**MYM**"), MYM International Brands Inc. ("**MYMB**") and Highland Grow Inc. ("**Highland**", and collectively with TJAC, TRC, MYM and

MYMB, the "**Purchased Entities**"), and 1000370759 Ontario Inc. (the "**Purchaser**") dated March 28, 2023; (ii) added the Residual Cos. as Applicants in the CCAA Proceedings; (iii) vested in the Purchaser all of the Vendor's right, title and interest in and to the Purchased Shares, free and clear from any Encumbrances; and (iv) vested in and to TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and Highland Residual Co. absolutely and exclusively, all of the right, title and interest of TJAC, TRC, MYM, MYMB and Highland, respectively, in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities and discharged all Encumbrances against the Purchased Entities and the Retained Assets other than Permitted Encumbrances.

C. Capitalized terms used but not defined herein have the meanings ascribed to them in the Approval and Vesting Order or the Sale Agreement, as applicable.

**THE MONITOR CERTIFIES** the following:

1. The Monitor has received written confirmation from the Purchaser and the Vendor, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Sale Agreement.
2. This Monitor's Certificate was delivered by the Monitor at \_\_\_\_\_ on, \_\_\_\_\_, 2023.

**KSV RESTRUCTURING INC., solely in its capacity as Monitor of the Applicants, and not in its personal or corporate capacity**

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "B"**

**CLAIMS AND ENCUMBRANCES TO BE VESTED FROM PROVINCIAL PERSONAL  
PROPERTY REGISTRY SYSTEMS**

<b>Jurisdiction</b>	<b>Registration and File Number</b>	<b>Date</b>	<b>Secured Party</b>	<b>Particulars</b>
<i><b>TJAC</b></i>				
Ontario	20200826 1340 1590 0316 765129519	August 26, 2020	Trichome Financial Corp.	Inventory Equipment Accounts Other Motor vehicle incl.
Ontario	20200826 1341 1590 0317 765129537	August 26, 2020	Trichome Financial Corp.	Inventory Equipment Accounts Other Motor vehicle incl.
Ontario	20210511 0938 1862 7712 772381629	May 11, 2021	Cortland Credit Lending Corporation, as agent	Inventory Equipment Accounts Other Motor vehicle incl.
Ontario	20220324 1335 1901 1970 781390161	March 24, 2022	Kempenfelt, a division of Bennington Financial Corp.	Equipment Other Motor vehicle incl.
<i><b>MYM</b></i>				
Ontario	20210823 1624 1590 1854 775673973	August 23, 2021	Cortland Credit Lending Corporation, as agent	Inventory Equipment Accounts Other Motor vehicle incl.
British Columbia	196579N	August 24, 2021	Cortland Credit Lending Corporation, as agent	All of the Debtor's present and after acquired personal property
<i><b>MYMB</b></i>				
Ontario	20210823 1623 1590 1853 775673937	August 23, 2021	Cortland Credit Lending Corporation, as agent	Inventory Equipment Accounts Other Motor vehicle incl.
British Columbia	196584N	August 24, 2021	Cortland Credit Lending Corporation, as agent	All of the Debtor's present and after



<b>Jurisdiction</b>	<b>Registration and File Number</b>	<b>Date</b>	<b>Secured Party</b>	<b>Particulars</b>
				acquired personal property
<b><i>Highland</i></b>				
Ontario	20210823 1626 1590 1855 775673982	August 23, 2021	Cortland Credit Lending Corporation, as agent	Inventory Equipment Accounts Other Motor vehicle incl.
Nova Scotia	35017565 SM004579.645	August 23, 2021	Cortland Credit Lending Corporation, as agent	A security interest is taken in all of the debtor's present and after acquired personal property
<b><i>TRC</i></b>				
Ontario	20210823 1353 1590 1796 775668366	August 23, 2021	Cortland Credit Lending Corporation, as agent	Inventory Equipment Accounts Other Motor vehicle incl.

**SCHEDULE "C"**  
**PERMITTED ENCUMBRANCES**

Nil.

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

Court File No.: CV-22-00689857-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
TRICHOME FINANCIAL CORP., TRICHOME JWC ACQUISITION CORP., MYM  
NUTRACEUTICALS INC., TRICHOME RETAIL CORP., MYM INTERNATIONAL  
BRANDS INC., AND HIGHLAND GROW INC.**

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

Proceeding commenced at Toronto

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**APPROVAL AND VESTING ORDER**

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