



September 11, 2023

**Sixth Report of
KSV Restructuring Inc.
as CCAA Monitor of
Trichome Financial Corp.,
1000491916 Ontario Inc.,
1000492008 Ontario Inc.,
1000491929 Ontario Inc.,
1000492005 Ontario Inc. and
1000492023 Ontario Inc.**

Contents

Page

1.0	Introduction	1
1.1	Purposes of this Report.....	3
1.2	Restrictions	5
1.3	Currency	5
2.0	Background	5
3.0	Creditors.....	6
3.1	Cortland	6
3.2	CRA.....	6
4.0	Applicants' Activities Since the Closing Date	7
5.0	CCAA Termination Order.....	7
5.1	Charges	8
5.2	Trichome's Bankruptcy and the Bankruptcy Reserve	8
5.3	Cash Distribution to Cortland	9
5.4	Releases.....	9
6.0	Professional Fees.....	10
7.0	Conclusion and Recommendation	11

Appendix

Tab

Initial Order.....	A
Fifth Report (without appendices)	B
KSV Fee Affidavit	C
Cassels Fee Affidavit	D

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., 1000491916 ONTARIO INC.,
1000492008 ONTARIO INC., 1000491929 ONTARIO INC.,
1000492005 ONTARIO INC. AND 1000492023 ONTARIO INC.

SIXTH REPORT OF KSV RESTRUCTURING INC. AS
MONITOR

SEPTEMBER 11, 2023

1.0 Introduction

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on November 7, 2022 (the "Initial Order"), Trichome Financial Corp. ("Trichome"), Trichome JWC Acquisition Corp. ("TJAC"), MYM Nutraceuticals Inc. ("MYM"), Trichome Retail Corp. ("TRC"), MYM International Brands Inc. ("MYMB") and Highland Grow Inc. ("Highland", and collectively with Trichome, TJAC, MYM, TRC and MYMB, the "Initial Applicants") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and KSV Restructuring Inc. ("KSV") was appointed monitor of the Initial Applicants (in such capacity, the "Monitor"). A copy of the Initial Order is attached as Appendix "A".
2. Pursuant to the terms of the Initial Order, among other things, the Court:
 - a) granted a stay of proceedings in favour of the Initial Applicants to and including November 17, 2022 (the "Stay Period");
 - b) approved the terms of a debtor-in-possession loan facility (the "DIP Facility") in the maximum principal amount of \$4.875 million to be made available by Cortland Credit Lending Corporation ("Cortland"), in its capacity as agent for and on behalf of certain lenders (the "DIP Lender"), pursuant to the terms of a DIP Facility Agreement dated November 6, 2022 (the "DIP Facility Agreement"); and

- c) granted a charge:
 - i. in the amount of \$750,000 on all of the Initial Applicants' Property (as defined in the Initial Order) to secure the fees and disbursements of the Monitor, its legal counsel and the Initial Applicants' legal counsel (the "Administration Charge");
 - ii. in the amount of \$967,000 on the Property in favour of the directors and officers of the Initial Applicants (the "Directors' Charge"); and
 - iii. up to the maximum amount of \$1.825 million on the Property in favour of the DIP Lender (the "DIP Lender's Charge", and collectively with the Administration Charge and the Directors' Charge, the "Charges") to secure the DIP Lender's advances to the Initial Applicants under the DIP Facility until November 17, 2022, being the date of the comeback motion (the "Comeback Motion").
3. At the Comeback Motion, the Court issued an Amended and Restated Initial Order pursuant to which, among other things:
 - a) the Stay Period was extended to February 3, 2023;
 - b) the amount of the Directors' Charge was increased to \$2.922 million; and
 - c) the DIP Lender's Charge was increased to \$4.875 million.
4. The principal purpose of these CCAA proceedings was to create a stabilized environment to enable the Initial Applicants to: (i) secure urgently required debtor-in-possession financing pursuant to the terms of the DIP Facility; and (ii) pursue a restructuring of their business and/or a sale of their business and assets by conducting a Court-supervised sale and investor solicitation process ("SISP").
5. On January 9, 2023, the Initial Applicants sought and the Court issued an order, among other things, approving a SISP and the Initial Applicants' execution of a stalking horse share purchase agreement dated December 12, 2022 (the "Stalking Horse Agreement") to be used as the "Stalking Horse Bid" in the SISP.
6. In its Third Report to Court dated February 22, 2023, the Monitor advised, among other things, that: (i) although the Stalking Horse Bid was determined to be the successful bid under the SISP, the stalking horse bidder advised that it would not be able to complete the transaction contemplated by the Stalking Horse Agreement; (ii) no other qualified bids were identified under the SISP; and (iii) the Initial Applicants would commence a wind-down of their operations.
7. In its Fourth Report to Court dated March 6, 2023, the Monitor advised that the Initial Applicants had engaged Hyde Advisory & Investments Inc. ("Hyde") to continue to lead a marketing of the Initial Applicants' assets while the wind-down was conducted.

8. In its Fifth Report to Court dated April 3, 2023 (the “Fifth Report”), the Monitor advised that the continued marketing efforts of the Initial Applicants through Hyde had culminated in a Share Purchase Agreement dated March 28, 2023 (the “SPA”) entered into among (i) Trichome, as vendor, (ii) TJAC, MYM, MYMB, TRC and Highland, each as purchased entities (the “Purchased Entities”) and (iii) 1000370759 Ontario Inc., as purchaser (the “Purchaser”), pursuant to which the Purchaser would directly acquire all of the outstanding shares in TJAC and MYM and indirectly acquire all of the outstanding shares in the capital of the remaining Purchased Entities (the “Transaction”). The Transaction was structured such that it would be consummated through a reverse vesting order. The terms of the Transaction are set out in detail in section 5 of the Fifth Report, a copy of which is attached (without appendices) as Appendix “B”.
9. To effectuate the Transaction, the Initial Applicants sought and, on April 6, 2023, obtained a reverse approval and vesting order (the “AVO”), among other things:
 - a) approving the SPA and the Transaction;
 - b) adding five newly incorporated entities, being 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.”, and collectively with Trichome, TJAC Residual Co., TRC Residual Co., MYM Residual Co., and MYMB Residual Co., the “Applicants”), as Applicants in these proceedings, and upon completion of the Transaction, removing each of the Purchased Entities as Applicants in these CCAA proceedings;
 - c) vesting in the Purchaser all of Trichome’s right, title and interest in and to all of the issued and outstanding shares in the capital of TJAC and MYM, free and clear of any Encumbrances (as defined in the AVO);
 - d) vesting all of the right, title and interest of TJAC, TRC, MYM, MYMB and Highland in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities (as such terms are defined in the SPA) in and to the applicable newly incorporated “Residual Co.” and discharging all claims and Encumbrances against the Purchased Entities and the Retained Assets other than the Permitted Encumbrances (each as defined in the SPA); and
 - e) extending the Stay Period to and including October 31, 2023.
10. The Transaction closed on April 6, 2023 (the “Closing Date”), and the Applicants are now seeking an order from the Court to effect a wind-up of these proceedings (the “CCAA Termination Order”).

1.1 Purposes of this Report

1. The purposes of this report (“Report”) are to:
 - a) summarize the activities of Applicants since the Closing Date;
 - b) discuss the basis on which it is proposed that the CCAA proceedings be terminated and the Monitor discharged;

- c) summarize the fees and disbursements of the Monitor from February 1, 2023 to and including August 31, 2023 and its counsel, Cassels Brock & Blackwell LLP (“Cassels”) from February 25, 2023 to and including September 7, 2023;
- d) discuss the basis on which Trichome is seeking approval to make an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”); and
- e) recommend that the Court issue the proposed CCAA Termination Order, among other things:
 - i. authorizing Trichome to make an assignment in bankruptcy pursuant to the BIA and naming Goldhar & Associates Ltd. as its licensed insolvency trustee (in such capacity, the “Trustee”);
 - ii. authorizing and directing: (i) Trichome to transfer \$12,000, plus HST (the “Bankruptcy Reserve”) to the Trustee for the fees and disbursements of the Trustee to be incurred in connection with Trichome’s intended assignment in bankruptcy; and (ii) the Trustee to transfer any available remainder from the Bankruptcy Reserve following the administration of Trichome’s bankruptcy under the BIA to Cortland;
 - iii. discharging KSV in its capacity as the Monitor of the Applicants effective upon the service by the Monitor on the service list in these proceedings of an executed copy of a certificate in substantially the form attached as Schedule “A” to the CCAA Termination Order (the “Discharge Certificate” and the time of service thereof being the “CCAA Termination Time”);
 - iv. releasing and discharging the Charges effective as of the CCAA Termination Time;
 - v. authorizing and directing the Applicants to transfer the remainder of all of their cash on hand to Cortland (the “Cash Distribution”) upon the completion of all matters to be attended to in connection with these CCAA proceedings;
 - vi. granting certain releases (the “Releases”) in favour of the Released Parties (as defined below);
 - vii. approving the fees and disbursements of the Monitor and Cassels as described in this Report, including the Fee Accrual (as defined below); and
 - viii. approving the Fifth Report and this Report, and the activities of the Monitor described therein.

1.2 Restrictions

1. In preparing this Report, the Monitor has relied upon the Applicants' unaudited financial information, books and records and discussions with the Applicants' management and legal counsel.
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. The Monitor does not accept any responsibility to any third party for any reliance they may place on the Applicants' financial information herein.
3. Future oriented financial information relied upon in this Report is based upon the Applicants' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.

1.3 Currency

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

2.0 Background

1. Prior to the JWC Transaction (as defined below), Trichome was a specialty finance company, providing capital solutions to the Canadian cannabis market. One of Trichome's loans was to the James E. Wagner Cultivation Corporation and several related entities (collectively, the "JWC Group"), which operated a vertically integrated premium cannabis company focused on producing and selling cannabis.
2. In April 2020, the JWC Group was granted protection under the CCAA and KSV was appointed CCAA monitor. In addition to being the JWC Group's senior ranking lender, Trichome as lender to the JWC Group also advanced a debtor-in-possession facility in the CCAA proceedings. Pursuant to an order issued on June 2, 2020, the Court approved a transaction (the "JWC Transaction") for the sale of substantially all of the JWC Group's assets pursuant to an Asset Purchase Agreement dated March 31, 2020 between the JWC Group and Trichome, as amended (the "JWC APA"). In accordance with the JWC APA, Trichome directed that title to the assets be vested in TJAC.
3. Prior to the Closing Date, Trichome managed all aspects of the business, including providing administrative support, cash management, and strategic decision-making to the other Initial Applicants. Collectively, the Initial Applicants cultivated, processed and sold premium and ultra-premium cannabis for the adult-use market in Canada. The Initial Applicants' cannabis operations were conducted through TJAC and Highland. At the outset of these proceedings, the Initial Applicants' "WAGNERS" and "Highland Grow" brands were market leaders, by sales, in the premium and ultra-premium dried flower and pre-roll segments in Canada.

4. Pursuant to the Transaction, Trichome conveyed all of the business of the Initial Applicants to the Purchaser, and, accordingly, the Applicants do not conduct any business operations.
5. The Affidavit of Michael Ruscetta, the former Chief Executive Officer of Trichome¹ and then-current director of each of the Initial Applicants, sworn November 7, 2022 in support of the CCAA application (the “Initial Ruscetta Affidavit”), and the Pre-Filing Report of the Monitor dated November 7, 2022 (the “Pre-Filing Report”), each provide further background information with respect to the Initial Applicants’ business and operations, as well as the reasons the Initial Applicants filed for CCAA protection. The Initial Ruscetta Affidavit, the Pre-Filing Report and the Monitor’s subsequent reports are available on the Monitor’s website at the following link: <https://www.ksvadvisory.com/experience/case/trichome>.

3.0 Creditors

3.1 Cortland

1. Cortland is a secured lender to the Applicants through an asset-based lending agreement dated May 14, 2021, as amended by amending agreements dated August 27, 2021, and March 31, 2022 (collectively, the “ABL Agreement”).
2. As of February 28, 2023, the amount outstanding under the ABL Agreement was approximately \$4.1 million, with interest and costs continuing to accrue.
3. Cortland is also the lender to the Applicants under the DIP Facility. As of February 28, 2023, the amount owing under the DIP Facility was approximately \$2.5 million. Accordingly, the total amount owing to Cortland as of February 28, 2023 was approximately \$6.6 million (with interest and costs continuing to accrue).
4. Since the Closing Date, the Applicants have repaid certain amounts under the DIP Facility. As a result, the remaining amount owing under the DIP Facility was approximately \$0.9 million as of July 31, 2023.

3.2 CRA

1. In its Fifth Report, the Monitor advised that the Initial Applicants owed to the Canada Revenue Agency (“CRA”): (i) in respect of excise taxes, approximately \$1.682 million (being \$1.181 million of unpaid pre-filing excise taxes, plus \$1.334 million of unpaid post-filing excise taxes, less \$833,000 of cash collateral and surety bonds); and (ii) in respect of HST, approximately \$227,000 (being \$65,000 of unpaid pre-filing HST, plus \$162,000 of unpaid post-filing HST).
2. The Monitor further advised that it was expected that all post-filing amounts due to CRA that were secured under the Directors’ Charge (i.e., excise taxes, source deductions and HST) would be paid in full from the proceeds generated from the Transaction and the liquidation of the remaining assets not sold as part of the Transaction.

¹ Mr. Ruscetta resigned as CEO (but not as a director) effective February 19, 2023.

3. As of the date of this Report, the Monitor understands that all post-filing amounts owing to CRA and secured under the Directors' Charge have been paid, although certain pre-filing obligations to the CRA remain outstanding (including approximately \$5.3 million for withholding taxes that arose in connection with the Trichome Arrangement (as defined and described in the Initial Ruschetta Affidavit)).

4.0 Applicants' Activities Since the Closing Date

1. The Transaction closed on April 6, 2023, pursuant to which the business of the Initial Applicants was transferred to the Purchaser and substantially all the Initial Applicants' assets were retained by the Purchased Entities. Although the Applicants were not expected to have any ongoing business operations after the Closing Date, the Court extended the Stay Period to October 31, 2023 to allow the Applicants and the Monitor to, among other things: (i) collect on the deferred portion of the purchase price under the Transaction;² (ii) collect certain accounts receivable that were generated prior to the Closing Date; and (iii) make distributions to the Applicants' creditors and wind-down the Applicants' operations.
2. The Affidavit of Michael Ruschetta sworn September 5, 2023 (the "Ruschetta Affidavit") in support of the CCAA Termination Order provides a detailed summary of the Applicants' activities since the Closing Date, including in relation to the Applicants' efforts to collect the deferred portion of the purchase price under the Transaction, realize on any Excluded Assets (as defined in the SPA) under the Transaction, and address excise tax and HST amounts owing with the CRA. The Ruschetta Affidavit also describes the Applicants' efforts to negotiate releases in favour of Trichome, the Monitor and their respective officers and directors, among other representatives, with certain of Trichome's former employees who were owed accrued and unpaid vacation pay (collectively, the "Employee Releases"). Those details are not repeated herein.
3. As of the date of this Report, the Monitor understands that the purchase price under the Transaction has been fully satisfied and the Applicants do not have any further realizable assets (other than their limited remaining cash on hand).

5.0 CCAA Termination Order

1. Pursuant to the proposed CCAA Termination Order, the Monitor will be authorized to issue the Discharge Certificate following: (i) the Cash Distribution to Cortland; and (ii) the completion of any other matters necessary to complete these CCAA proceedings to the Monitor's satisfaction. At such time, it is contemplated that these CCAA proceedings and the stay of proceedings in favour of the Applicants will be terminated and KSV will be released and discharged as Monitor of the Applicants.
2. The Monitor's recommendation with respect to the relief sought under the proposed CCAA Termination Order is detailed in the sections below.

² A dispute was raised by the Purchaser concerning the amount of the deferred consideration. This was ultimately resolved on a consensual basis by Cortland, the Monitor, the Applicants, the Purchaser and the Purchased Entities. In connection with such resolution, a Settlement Agreement was entered into on June 27, 2023, amongst the Applicants, the Purchaser, 2767888 Ontario Inc. and the Purchased Entities (the "Settlement Agreement").

5.1 Charges

1. The proposed CCAA Termination Order provides that as of the CCAA Termination Time, the Court-ordered Charges granted in these proceedings will be terminated, released and discharged.
2. Given that all fees and disbursements secured by the Administration Charge, including the Fee Accrual, must be paid prior to the Cash Distribution, there will be no amounts outstanding under the Administration Charge as at the CCAA Termination Time.
3. The directors and officers of the Applicants and of the Purchased Entities immediately prior to the closing of the Transaction have conditioned their consent to the release of the Directors' Charge on the granting of the Releases described in Section 5.4 below. Accordingly, if the Court grants the proposed Releases, the Directors' Charge can, as in the case of the Administration Charge, be released.
4. As at the date of this Report, the amount owing to the DIP Lender under the DIP Facility (approximately \$0.9 million) is in excess of the cash that the Applicants currently hold (approximately \$365,000). Accordingly, it is expected that the DIP Lender will incur a shortfall and the obligations secured by the DIP Lender's Charge will not be paid out in full. Given that the Cash Distribution will pay out all of the cash the Applicants are expected to have available after accounting for the Bankruptcy Reserve and Fee Accrual, the DIP Lender has consented to the release of the DIP Lender's Charge upon the Cash Distribution.
5. Given the facts and circumstances above, including that the beneficiaries of the Directors' Charge and the DIP Lender's Charge have consented to the release of their respective charges, the Monitor is of the view that it is appropriate for the Court to approve the release of the Charges in the manner proposed under the CCAA Termination Order.

5.2 Trichome's Bankruptcy and the Bankruptcy Reserve

1. In order to facilitate the orderly and efficient wind-up of Trichome's estate and allow its former employees to assert claims under the *Wage Earner Protection Program Act*, S.C. 2005, c. 47 ("WEPPA"), the proposed CCAA Termination Order authorizes Trichome to make an assignment in bankruptcy prior to the CCAA Termination Time and to transfer the Bankruptcy Reserve to the Trustee for fees and disbursements of the Trustee.
2. The Monitor is supportive of Trichome's proposed assignment in bankruptcy pursuant to the BIA and is of the view that it is in the best interests of Trichome and its stakeholders. Such relief will provide for the orderly wind-up of Trichome's estate and allow its former employees to potentially receive partial compensation through WEPPA for any unpaid termination and severance claims. Since the bankruptcy of Trichome would be a no-asset bankruptcy, the Monitor believes that the transfer of the Bankruptcy Reserve to the Trustee is necessary to affect the bankruptcy.
3. Given the shortfall to be experienced by the DIP Lender and the priority afforded to the DIP Lender's Charge, the Monitor is also supportive of the transfer of any available remainder from the Bankruptcy Reserve to Cortland as proposed under the CCAA Termination Order.

5.3 Cash Distribution to Cortland

1. Cortland, in its capacity as the DIP Lender, is the Applicants' senior secured creditor pursuant to the DIP Lender's Charge. The DIP Lender's Charge is subordinate only to the Administration Charge and the Directors' Charge. As discussed above, should the CCAA Termination Order be granted, the Administration Charge and the Directors' Charge will be released.
2. Accordingly, the proposed CCAA Termination Order authorizes and directs the Applicants to make a distribution to Cortland from any remaining funds after the payment of all fees and disbursements secured by the Administration Charge (including the Fee Accrual) and the establishment of the Bankruptcy Reserve. The Monitor is supportive of this relief as the DIP Lender is appropriately entitled to receive this distribution in priority to any other subordinate creditors.

5.4 Releases³

1. The proposed CCAA Termination Order provides for a release of all claims against (A) the Purchased Entities' directors, officers, and advisors immediately prior to the closing of the Transaction; (B) the current and former directors, officers, and advisors of the Applicants; (C) the Monitor and its legal counsel; (D) the DIP Lender and its legal counsel; (E) the Purchased Entities' legal counsel immediately prior to the closing of the Transaction; and (F) counsel to the Applicants and, in the case of (C), (D), E and (F), each of their respective present and former affiliates, officers, directors, partners, employees, agents and advisors (collectively, the "Released Parties"), in respect of any claims of any kind whatsoever based on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the CCAA Termination Time in respect of: (i) the Purchased Entities, the Applicants, the business, operations, assets, property and affairs of the Purchased Entities or the Applicants, the administration and/or management of the Purchased Entities or the Applicants, these CCAA proceedings or their respective conduct in these CCAA proceedings; or (ii) the SPA, or any document, instrument, matter or transaction involving the Purchased Entities or Applicants in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction.
2. The proposed Releases do not release: (i) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA; (ii) any actual fraud, gross negligence or willful misconduct on the part of any Released Parties; or (iii) any obligations of any of the Released Parties under or pursuant to the SPA not otherwise released pursuant to the Settlement Agreement.
3. As at the date of this Report, the Monitor is not aware of any claims against the directors or officers of the Applicants or the directors or officers of the Purchased Entities immediately prior to the Closing Time other than:
 - a) certain claims that CRA may assert, including for withholding tax of \$5.3 million that arose prior to the commencement of these CCAA proceedings in connection with the Trichome Arrangement; and

³ The following constitutes a summary of the release provisions of the CCAA Termination Order. Reference should be made directly to the proposed CCAA Termination Order for a complete understanding of the terms of the proposed release.

- b) potential claims for accrued and unpaid vacation pay by the two former employees of Trichome who did not execute the Employee Releases.
4. CRA and the two employees are receiving notice of the Applicants' motion for the proposed CCAA Termination Order so that they are afforded an opportunity to consider the proposed Releases.
5. In the Monitor's view:
- a) the Released Parties have facilitated these CCAA proceedings and the Transaction, which ultimately saw the Purchased Entities' business continue until such time as it could be sold for the benefit of a variety of stakeholders, including many of the Initial Applicants' suppliers, customers and employees;
 - b) the Releases will limit or eliminate claims for contribution and indemnity that the Released Parties may have against the Applicants and thereby facilitate rather than hinder value maximization in these CCAA proceedings;
 - c) the Releases in respect of the directors and officers are a condition to the directors and officers agreeing to the release of the Directors' Charge, which the Monitor understands is based, in part, on the absence of a claims process and the limited insurance coverage available in the circumstances. The release of the Directors' Charge is required to facilitate a wind-down of these proceedings and the known parties with potential claims against the directors and officers were provided with notice of this motion; and
 - d) the Releases contain exclusions consistent with previous similar releases granted by this Court, as discussed above in section 5.4.2 of this Report.

6.0 Professional Fees

1. Provided the Court approves the proposed CCAA Termination Order, all of the matters to be addressed in these CCAA proceedings, aside from those limited matters required to wind-down these proceedings as detailed in this Report, will have been accomplished. As a result, the Monitor seeks approval of: (i) its fees and disbursements, as well as those of Cassels as its counsel, incurred since Court approval was last obtained; and (ii) the fees and disbursements of the Monitor and Cassels necessary for the Monitor to complete its remaining duties in these CCAA proceedings (estimated not to exceed \$50,000 plus HST in aggregate) (the "Fee Accrual").
2. The fees (excluding disbursements and HST) (i) of the Monitor from February 1, 2023 to August 31, 2023 total approximately \$132,738.50, and (ii) of Cassels from February 25, 2023 to September 7, 2023 total approximately \$84,554.50.
3. The average hourly rates for the Monitor and Cassels for the referenced billing periods were \$602.54 and \$783.64, respectively.
4. Invoices in respect of the fees and disbursements of the Monitor and Cassels are provided in appendices to the affidavits attached as Appendices "C" and "D", respectively.

5. The Monitor is of the view that the hourly rates charged by Cassels are consistent with the rates charged by large corporate law firms practicing in the area of corporate insolvency and restructuring in the Toronto market, that Cassels' billings reflect work performed consistent with the Monitor's instructions, and that the overall fees charged by Cassels and the Monitor are reasonable and appropriate in the circumstances.

7.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court grant the relief detailed in Section 1.1(1)(e) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
IN ITS CAPACITY AS MONITOR OF TRICHOME FINANCIAL CORP., 1000491916 ONTARIO
INC., 1000492008 ONTARIO INC., 1000491929 ONTARIO INC., 1000492005 ONTARIO INC.
AND 1000492023 ONTARIO INC.**

Appendix “A”



Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) MONDAY, THE 7TH
JUSTICE CONWAY) DAY OF NOVEMBER, 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 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**", and each an "**Applicant**")

INITIAL ORDER

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Michael Ruscetta sworn November 7, 2022 and the Exhibits thereto (the "**Ruscetta Affidavit**"), and the Pre-Filing Report of KSV Restructuring Inc. ("**KSV**") as the proposed monitor dated November 7, 2022, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, counsel for KSV, counsel for Cortland Credit Lending Corporation, as agent for and on behalf of certain lenders (the "**DIP Lender**"), and such other counsel that were present, and on reading the consent of KSV to act as the monitor (in such capacity, the "**Monitor**"),

SERVICE

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

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that each of the Applicants is a company to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their respective current and future assets, licences, 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 Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants 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.

4. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place as described in the Ruscetta Affidavit or, with the consent of the Monitor, 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: (i) 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 Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System; (ii) be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System; and (iii) be, in its capacity as

provider of the Cash Management System, an unaffected creditor under any plan of compromise or arrangement with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. **THIS COURT ORDERS** that the Applicants 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 prior to, 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) with the consent of the Monitor and the DIP Lender, amounts owing for goods and services actually supplied to the Applicants prior to the date of this Order, with the Monitor considering, among other factors, whether (i) the supplier or service provider is essential to the Business and ongoing operations of the Applicants and the payment is required to ensure ongoing supply, (ii) making such payment will preserve, protect or enhance the value of the Property or the Business, (iii) making such payment is required to address regulatory concerns, and (iv) the supplier or service provider is required to continue to provide goods or services to the Applicants after the date of this Order, including pursuant to the terms of this Order;
- (c) any taxes, duties or other payments required under the Cannabis Legislation (as defined below); and
- (d) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

6. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and subject to the Definitive Documents (as defined below), the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants 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 tail insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants on or following the date of this Order.

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

8. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants 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 negotiated between the applicable Applicant 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) in the amounts set out in the applicable lease or, with the consent of the Monitor and the DIP Lender, at such other time intervals and dates as may be agreed to between the applicable Applicant and 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.

9. **THIS COURT ORDERS** that, except as specifically permitted herein and in the Definitive Documents, the Applicants are hereby directed, until further Order of this Court: (i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (ii) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Property; and (iii) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. **THIS COURT ORDERS** that each of the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents, have the right to:

- (a) sell inventory in the ordinary course of business consistent with past practice, or otherwise with the consent of the Monitor and the DIP Lender;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THEIR RESPECTIVE PROPERTY

11. **THIS COURT ORDERS** that until and including November 17, 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**", and collectively, "**Proceedings**") shall be commenced or continued against or in respect of any of the Applicants or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the Applicants 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 Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court or the written consent of the Applicants and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

12. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the Applicants or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower any Applicant to carry on any business which such Applicant is 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

13. **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, authorization or permit in favour of or held by any of the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

14. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with any of the Applicants 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, accounting services, testing and irradiation services, security services, insurance, transportation services, utility or other services to the Business or any of the Applicants, 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 Applicants or exercising any other remedy provided under the agreements or arrangements, and that each of the Applicants 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 Applicant in accordance with the normal payment practices of the applicable Applicant or such other practices as may be agreed upon by the supplier or service provider and the applicable Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

15. **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 any of the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

16. **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 former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the Applicants 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 compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

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

18. **THIS COURT ORDERS** that the directors and officers of the Applicants 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 \$967,000, unless permitted by further Order of this Court, as security for the indemnity provided in paragraph 17 of this Order. The Directors' Charge shall have the priority set out in paragraphs 35 and 37 herein.

19. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary: (i) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (ii) the Applicants' 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 17 of this Order.

APPOINTMENT OF MONITOR

20. **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 Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by any of the Applicants 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.

21. **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 Applicants' receipts and disbursements, including the management and use of any funds advanced by the DIP Lender to the Applicants under the DIP Agreement (as defined below);
- (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 Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lender and its counsel on a bi-weekly basis, or as otherwise agreed to by the DIP Lender, of financial and other information as agreed to between the Applicants and the DIP Lender, which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than bi-weekly, or as otherwise agreed to by the DIP Lender;
- (e) monitor all payments, obligations and transfers as between the Applicants;
- (f) 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 Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (g) 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; and
- (h) perform such other duties as are required by this Order or by this Court from time to time.

22. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property or be deemed to take possession of the Property, pursuant to any provision of any federal, provincial or other law respecting, among other things, the manufacturing, possession, processing and distribution of cannabis or cannabis products including, without limitation, under the *Cannabis Act*, S.C. 2018, c. 16, as amended, the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended, the *Criminal Code*, R.S.C. 1985, c. C-46, as amended, the *Excise Act, 2001*, S.C. 2002, c. 22, as amended, the *Cannabis Licence Act, 2018*, S.O. 2018, c. 12, Sched. 2, as amended, the *Cannabis Control Act, 2017*, S.O. 2017, c. 26, Sched. 1, as amended, the *Ontario Cannabis Retail Corporation Act, 2017*, S.O. 2017, c. 26, Sched. 2, as amended, the *Cannabis Control Act*, S.N.S. 2018, c. 3, as amended, the *Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, as amended, the *Cannabis Distribution Act*, S.B.C. 2018, c. 28, as amended, the *Gaming, Liquor and Cannabis Act*, R.S.A. 2000, c. G-1, as amended, *The Cannabis Control (Saskatchewan) Act*, S.S. 2018, c. C-2.111, as amended, *The Liquor, Gaming and Cannabis Control Act*, C.C.S.M. c. L153, as amended, *Cannabis Regulation Act*, C.Q.L.R. c. C-5.3, as amended, the *Cannabis Control Act*, S.N.B. 2018, c. 2, as amended, *The Cannabis Retailers Licensing Act*, S.N.B. 2022, c. 5, s. 3, as amended, the *Cannabis Management Corporation Act*, S.N.B. 2018, c. 3, as amended, the *Cannabis Control Act*, R.S.P.E.I. 1988, c. C-1.2, as amended, the *Cannabis Management Corporation Act*, R.S.P.E.I. 1988, c. C-1.3, as amended, the *Cannabis Control Act*, S.N.L. 2018, c. C-4.1, as amended, the *Cannabis Control and Regulation Act*, S.Y. 2018, c. 4, as amended, the *Cannabis Products Act*, S.N.W.T. 2018, c. 6, Sch. A, as amended, the *Cannabis Act*, S.Nu. 2018, c. 7, as amended or other such applicable federal, provincial or other legislation or regulations (collectively, the "**Cannabis Legislation**"), and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof within the meaning of any Cannabis Legislation or otherwise. For greater certainty, 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.

23. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**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*, the *Ontario Occupational Health and Safety Act*, the *Nova Scotia Occupational Health and Safety Act*, the *Nova Scotia Water Resources Protection Act*, or the *Nova Scotia Environment Act* and regulations thereunder (collectively, "**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.

24. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants including, without limitation, the DIP Lender, with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor 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 Applicants 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 Applicants may agree.

25. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its employees and representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order including, without limitation, under any Cannabis Legislation, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.

26. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants in these proceedings shall be paid their reasonable fees and disbursements, in each

case at their standard rates and charges, whether incurred prior to, on or subsequent to the date of this Order, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants in these proceedings on a monthly basis or pursuant to such other arrangements agreed to between the Applicants and such parties.

27. **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.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicants' counsel 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 \$750,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 35 and 37 hereof.

DIP FINANCING

29. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from the DIP Lender in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that the borrowings under such credit facility shall not exceed \$4,875,000, unless permitted by further Order of this Court.

30. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the DIP Facility Agreement between the Applicants and the DIP Lender dated as of November 6, 2022 (as may be amended from time to time, the "**DIP Agreement**"), filed.

31. **THIS COURT ORDERS** that the Applicants 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 "**Definitive Documents**"), as are contemplated by the DIP Agreement or as may be reasonably required by

the DIP Lender pursuant to the terms thereof, and the Applicants 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 Agreement and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

32. **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 amount of \$1,825,000, unless permitted by further Order of this Court, or secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 35 and 37 hereof.

33. **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 Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon seven (7) days' notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Agreement, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Agreement, the Definitive Documents or 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 the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; 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 Applicants or the Property.

34. **THIS COURT ORDERS AND DECLARES** that, unless agreed to by the DIP Lender, the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by any of the Applicants under the CCAA, or any proposal filed by any of the Applicants under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

35. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge and the DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$750,000);

Second – Directors' Charge (to the maximum amount of \$967,000); and

Third – DIP Lender's Charge (to the maximum amount of \$1,825,000).

36. **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.

37. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, 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; provided that the Charges shall rank behind Encumbrances in favour of any Persons that have not been served with notice of the application for this Order. The Applicants and the beneficiaries of the Charges shall be entitled to seek priority of the Charges ahead of such Encumbrances on a subsequent motion including, without limitation, on the Comeback Date (as defined below), on notice to those Persons likely to be affected thereby.

38. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any

Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Charges, or further Order of this Court.

39. **THIS COURT ORDERS** that the Charges and the Definitive Documents 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**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) 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 any of the Applicants, 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 Agreement or the Definitive Documents shall create or be deemed to constitute a breach by any of the Applicants of any Agreement to which the applicable Applicant(s) is 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 Applicants entering into the DIP Agreement, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicants pursuant to this Order, the DIP Agreement or the Definitive 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.

40. **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 Applicant's interest in such real property lease.

SERVICE AND NOTICE

41. **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; and (ii) within five (5) 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 any of the Applicants 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 Subsection 23(1)(a) of the CCAA and the regulations made thereunder.

42. **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 <https://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*, R.R.O. 1990, Reg. 194, as amended (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 in accordance with the Guide with the following URL: <https://www.ksvadvisory.com/insolvency-cases/case/trichome>.

43. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Applicants, the Monitor, and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, 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 Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service, distribution or notice shall be deemed to be received:

(i) if sent by courier, on the next business day following the date of forwarding thereof; (ii) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered; and (iii) if sent by ordinary mail, on the third business day after mailing.

44. **THIS COURT ORDERS** that the Applicants, the Monitor and each of their respective counsel are at liberty to serve or distribute this Order, 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 (including by e-mail) to the Applicants' creditors or other interested parties and their advisors, as applicable. For greater certainty, any such service or distribution shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of Subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

45. **THIS COURT ORDERS** that, except with respect to any motion to be heard on the Comeback Date, and 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 Applicants or the Monitor in these CCAA 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 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 after consulting with the Applicants.

46. **THIS COURT ORDERS** that following the expiry of the Objection Deadline, counsel to the Monitor or counsel to the Applicants shall inform the Court, including, without limitation, by way of a 9:30 a.m. (Eastern Time) appointment, of the absence or the status of any objections to the applicable motion and the judge having carriage of such motion may determine: (i) whether a hearing in respect of the motion is necessary; (ii) if a hearing is necessary, the date and time of such hearing; (iii) whether such hearing will be in person, by telephone or videoconference, or by written submissions only; and (iv) 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 applicable Notice of Motion.

GENERAL

47. **THIS COURT ORDERS** that any interested party that wishes to amend or vary this Order shall be entitled to appear or bring a motion before this Court on November 17, 2022 at 9:30 a.m. (Eastern Time) (the "**Comeback Date**"), and any such interested party shall give not less than two (2) business days' notice to the Service List and any other party or parties likely to be affected by the Order sought in advance of the Comeback Date; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 35 and 37 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

48. **THIS COURT ORDERS** that, notwithstanding paragraph 47 of this Order, each of the Applicants, the Monitor or the DIP Lender may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties hereunder or in the interpretation of this Order.

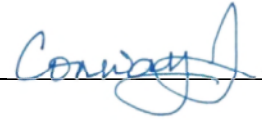
49. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the Applicants, the Business or the Property.

50. **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 to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

51. **THIS COURT ORDERS** that each of the Applicants 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.

52. **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.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a solid horizontal black line.

**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.**

Court File No.:

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

Proceeding commenced at Toronto

INITIAL ORDER

BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Sean Zweig (LSO# 57307I)
Tel: (416) 777-6254
Email: zweigs@bennettjones.com

Joshua Foster (LSO# 79447K)
Tel: (416) 777-7906
Email: fosterj@bennettjones.com

Lawyers for the Applicants

Appendix “B”



April 3, 2023

**Fifth Report of
KSV Restructuring Inc.
as CCAA Monitor of
Trichome Financial Corp., Trichome
JWC Acquisition Corp., MYM
Nutraceuticals Inc., Trichome Retail
Corp., MYM International Brands
Inc., and Highland Grow Inc.**

Contents **Page**

1.0 Introduction 1
 1.1 Purposes of this Report..... 4
 1.2 Restrictions 5
 1.3 Currency 5
2.0 Background 5
3.0 Creditors..... 7
 3.1 Secured Creditors 7
 3.2 Manitou Lease 9
 3.3 Unsecured Creditors and Other Claims..... 9
 3.4 Post-Filing Payables 10
4.0 Update on EOIs..... 10
5.0 Transaction 11
 5.1 SPA 11
 5.2 Monitor’s Recommendation 15
6.0 Success Fee..... 18
7.0 Extension of the Stay Period 18
8.0 Cash Flow 19
9.0 Conclusion and Recommendation 19

Appendix **Tab**

Initial Order.....A
Corporate Chart.....B
Section 4.1 of the Third Report of the MonitorC
Share Purchase Agreement dated March 28, 2023D
Cash Flow Forecast to November 3, 2023 and Applicants’ Statutory ReportE
Monitor’s Report on Cash Flow Forecast to November 3, 2023F

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.

FIFTH REPORT OF KSV RESTRUCTURING INC. AS
MONITOR

APRIL 3, 2023

1.0 Introduction

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on November 7, 2022 (the "Initial Order"), Trichome Financial Corp. ("Trichome"), Trichome JWC Acquisition Corp. ("TJAC"), MYM Nutraceuticals Inc. ("MYM"), Trichome Retail Corp. ("TRC"), MYM International Brands Inc. ("MYMB") and Highland Grow Inc. ("Highland", and collectively with Trichome, TJAC, MYM, TRC and MYMB, the "Applicants") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and KSV Restructuring Inc. ("KSV") was appointed monitor of the Applicants (in such capacity, the "Monitor"). A copy of the Initial Order is attached as Appendix "A".
2. Pursuant to the terms of the Initial Order, among other things, the Court:
 - a) granted a stay of proceedings in favour of the Applicants to and including November 17, 2022 (the "Stay Period");
 - b) approved the terms of a debtor-in-possession loan facility (the "DIP Facility") in the maximum principal amount of \$4.875 million to be made available by Cortland Credit Lending Corporation ("Cortland"), in its capacity as agent for and on behalf of certain lenders (the "DIP Lender"), pursuant to the terms of a DIP Facility Agreement dated November 6, 2022 (the "DIP Facility Agreement");

- c) granted a charge:
 - i. in the amount of \$750,000 on all of the Applicants' Property (as defined in the Initial Order) to secure the fees and disbursements of the Monitor, its legal counsel and the Applicants' legal counsel (the "Administration Charge");
 - ii. in the amount of \$967,000 on the Property in favour of the directors and officers (the "Directors and Officers") of the Applicants (the "Directors' Charge"); and
 - iii. up to the maximum amount of \$1.825 million on the Property in favour of the DIP Lender (the "DIP Lender's Charge", and collectively with the Administration Charge and the Directors' Charge, the "Charges") to secure the DIP Lender's advances to the Applicants under the DIP Facility until November 17, 2022, being the date of the comeback motion (the "Comeback Motion"); and
 - d) granted the Applicants permission to pay certain pre-filing obligations to essential suppliers, subject to, among other things, the consent of the Monitor and the DIP Lender.
3. At the Comeback Motion, the Court issued an Amended and Restated Initial Order (the "ARIO") pursuant to which, among other things:
- a) the Stay Period was extended to February 3, 2023;
 - b) the amount of the Directors' Charge was increased to \$2.922 million; and
 - c) the DIP Lender's Charge was increased to \$4.875 million.
4. On January 9, 2023, the Court issued an order (the "Stalking Horse and SISP Approval Order"), which, among other things:
- a) approved a sale and investment solicitation process (the "SISP") for the Applicants' assets and business operations;
 - b) authorized and approved the Applicants' execution of the stalking horse share purchase agreement dated December 12, 2022 (the "Stalking Horse Agreement"), among the Applicants and L5 Capital Inc. ("L5" or the "Stalking Horse Bidder"), and approved the Stalking Horse Agreement, including the expense reimbursement, solely for the purposes of acting as the stalking horse bid in the SISP (the "Stalking Horse Bid"); and
 - c) granted an extension of the Stay Period until March 10, 2023.

5. On February 22, 2023, the Monitor filed its Third Report pursuant to subsection 23(1)(d)(i) of the CCAA (the “Third Report”) and served the Third Report on the service list in these proceedings to advise the Court and the Applicants’ stakeholders of certain material adverse changes in the Applicants’ financial circumstances including that:
 - a) on February 13, 2023, the Stalking Horse Bidder advised that it would not complete the transaction contemplated by the Stalking Horse Agreement and acknowledged that it had forfeited the deposit it paid thereunder (\$250,000);
 - b) no qualified bids were received in the SISP;
 - c) the Applicants did not have liquidity under the DIP Facility or otherwise to pay certain post-filing operating expenses;
 - d) the Applicants, with the assistance of the Monitor, were continuing to engage with interested parties regarding the sale of certain assets, primarily the Applicants’ intellectual property (the “IP”), and that the Applicants would contemporaneously commence a wind-down of their business (the “Wind-Down”); and
 - e) the DIP Lender had advised the Monitor that it was only prepared to fund expenses required for the Wind-Down.
6. In its Fourth Report to Court dated March 6, 2023 (the “Fourth Report”), the Monitor provided an update regarding the continuing marketing process, including that:
 - a) on March 1, 2023, the Applicants terminated the engagement letter with the financial advisor that conducted the SISP;
 - b) the Applicants, after consultation with the DIP Lender, engaged Hyde Advisory & Investments Inc. (“Hyde”) to lead a marketing of the Applicants’ assets while the Wind-Down was conducted; and
 - c) shortly prior to the date of the Fourth Report, the Applicants received two letters of intent/expressions of interest (collectively, the “EOIs”) in respect of the IP and certain of the Applicants’ cannabis inventory, which the Monitor, in consultation with the Applicants’ stakeholders, including the DIP Lender, were in the process of assessing to determine if the EOIs represented a viable transaction opportunity.
7. On March 9, 2023, the Court made an order, among other things, extending the Stay Period to April 21, 2023.

1.1 Purposes of this Report

1. The purposes of this report (“Report”) are to:
 - a) provide the Court with an update on the EOIs;
 - b) summarize the terms of a Share Purchase Agreement dated March 28, 2023 (the “SPA”) entered into among (i) Trichome, as vendor, (ii) TJAC, MYM, MYMB, TRC and Highland, each as purchased entities (the “Purchased Entities”) and (iii) 1000370759 Ontario Inc., as purchaser (the “Purchaser”), which contemplates that the Purchaser will directly acquire all of the outstanding shares in TJAC and MYM (the “Purchased Shares”) and indirectly acquire all of the outstanding shares in the capital of the remaining Purchased Entities (the “Transaction”);
 - c) summarize the terms of a Success Fee (as defined below) payable to Hyde;
 - d) report on the Applicants’ cash flow projection for the period April 3, 2023 to November 3, 2023 (the “Cash Flow Forecast”);
 - e) provide background for the Applicants’ request that the Stay Period be extended until October 31, 2023;
 - f) recommend that the Court issue the reverse approval and vesting Order (“RVO”) requested by the Applicants which, among other things:
 - i. approves the SPA and the Transaction;
 - ii. vests all of Trichome’s right, title and interest in and to the Purchased Shares in the Purchaser, free and clear from any and all claims and encumbrances;
 - iii. adds five newly incorporated entities, being TJAC Residual Co., TRC Residual Co., MYM Residual Co., MYMB Residual Co. and Highland Residual Co. (each as defined in the SPA) (each a “Residual Co.” and collectively, the “Residual Cos.”), as Applicants in these proceedings, and upon completion of the Transaction, removes each of the Purchased Entities as Applicants in these CCAA proceedings;
 - iv. subject to completion of the Transaction, vests all Excluded Assets, Excluded Contracts and Excluded Liabilities (as such terms are defined in the SPA) into the applicable Residual Co. and discharges all claims and encumbrances against the Purchased Entities and the Retained Assets, other than the permitted encumbrances;
 - v. subject to the completion of the Transaction and the receipt of certain sale proceeds, authorizes and directs Trichome to pay the Success Fee to Hyde; and
 - vi. extends the Stay Period to and including October 31, 2023.

1.2 Restrictions

1. In preparing this Report, the Monitor has relied upon the Applicants' unaudited financial information, books and records and discussions with the Applicants' management and legal counsel.
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. The Monitor does not accept any responsibility to any third party for any reliance they may place on the Applicants' financial information herein.
3. An examination of the Cash Flow Forecast as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future oriented financial information relied upon in this Report is based upon the Applicants' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. The Monitor's Report on Cash Flow provided in Appendix "F" sets out the assumptions on which the Cash Flow Forecast is based.

1.3 Currency

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

2.0 Background

1. Prior to the JWC Transaction (as defined below), Trichome was a specialty finance company, providing capital solutions to the Canadian cannabis market. One of Trichome's loans was to the James E. Wagner Cultivation Corporation and several related entities (collectively, the "JWC Group"), which operated a vertically integrated premium cannabis company focused on producing and selling cannabis.
2. In April 2020, the JWC Group was granted protection under the CCAA and KSV was appointed CCAA monitor. In addition to being the JWC Group's senior ranking lender, Trichome as lender to the JWC Group also advanced a debtor-in-possession facility in the CCAA proceedings (the "JWC DIP Facility"). Pursuant to an order issued on June 2, 2020, the Court approved a transaction (the "JWC Transaction") for the sale of substantially all of the JWC Group's assets pursuant to an Asset Purchase Agreement dated March 31, 2020 between the JWC Group and Trichome, as amended (the "JWC APA"). In accordance with the JWC APA, Trichome directed that title to the assets be vested in TJAC.
3. Each of the Applicants is a direct or indirect subsidiary of IM Cannabis Corp. ("IMCC"). IMCC is not an Applicant in these CCAA proceedings.

4. Collectively, as at the CCAA filing date, the Applicants cultivated, processed and sold premium and ultra-premium cannabis for the adult-use market in Canada. There are six Applicants in these proceedings and the Applicants' corporate chart is attached as Appendix "B".
5. The Applicants' cannabis processing and cultivation operations (the "Cannabis Operations") are conducted through TJAC and Highland. The Applicants' "WAGNERS" and "Highland Grow" brands are market leaders by sales in the premium and ultra-premium dried flower and pre-roll segments in Canada.
6. A description of the business of each of the Applicants is provided below:

Trichome

- a) Trichome manages all aspects of the business, including providing administrative support, cash management, and strategic decision-making.

TJAC

- b) TJAC's business is focused on the cultivation, processing and sale of premium cannabis. TJAC is a licensed producer of cannabis in accordance with the *Cannabis Act*, S.C. 2018, c. 16 and its associated regulations ("Cannabis Act"). TJAC's business historically operated from: (i) a 15,000 square foot processing and packaging facility located in Kitchener, Ontario (the "Trillium Facility"); and (ii) a 345,000 square foot cultivation facility located in Kitchener, Ontario (the "Manitou Facility"). As discussed below in Section 3.2, the Manitou Facility lease was disclaimed effective December 23, 2022.
- c) Since disclaiming the lease for the Manitou Facility, TJAC ceased cultivating cannabis. TJAC continues to process, package and sell cannabis from the Trillium Facility using cannabis that was remaining at the Manitou Facility and cannabis purchased from other producers.

Highland

- d) Highland is a licensed producer of cannabis under the Cannabis Act, which operates from an owned 6,500 square foot facility located in Antigonish, Nova Scotia (the "Highland Facility"). Shortly prior to the commencement of these CCAA proceedings, the Applicants ceased cultivation activities in the Highland Facility and centralized all cultivation at the Manitou Facility, which cultivation activities were ceased shortly thereafter. The Highland Facility is still being used for processing and packaging.

MYMB, MYM and TRC

- e) Aside from the Highland Facility (which the Monitor understands is owned by MYMB), MYMB, MYM and TRC do not have any material assets or carry on any active operations.

7. The Affidavit of Michael Ruscetta, the former Chief Executive Officer of Trichome¹ and a current director of each of the Applicants, sworn November 7, 2022 in support of the CCAA application (the “Ruscetta Affidavit”), and the Pre-Filing Report of the Monitor dated November 7, 2022 (the “Pre-Filing Report”), each provide further background information with respect to the Applicants’ business and operations, as well as the reasons the Applicants filed for CCAA protection. The Ruscetta Affidavit and the Pre-Filing Report are available on the Monitor’s website at the following link: <https://www.ksvadvisory.com/experience/case/trichome>.

3.0 Creditors

3.1 Secured Creditors

3.1.1 Cortland

1. Cortland is a secured lender to the Applicants through an asset-based lending agreement dated May 14, 2021, as amended by amending agreements dated August 27, 2021, and March 31, 2022 (collectively, the “ABL Agreement”). TJAC is the borrower under the ABL Agreement, and each of the other Applicants is a guarantor.
2. The ABL Agreement provides for a revolving credit facility in the maximum principal amount of \$15 million (the “Maximum Amount”). The total advances under the revolving credit facility cannot exceed the lesser of: (i) the Borrowing Base Amount (as defined in the ABL Agreement); and (ii) the Maximum Amount.
3. As of February 28, 2023, the amount outstanding under the ABL Agreement was approximately \$4.1 million, with interest and costs continuing to accrue.
4. Cortland is also the lender to the Applicants under the DIP Facility. As of February 28, 2023, the amount owing under the DIP Facility was approximately \$2.5 million. Accordingly, the total amount owing to Cortland as of February 28, 2023 was approximately \$6.6 million (with interest and costs continuing to accrue).

3.1.2 Trichome

1. Upon closing the JWC Transaction, approximately \$7 million of the JWC DIP Facility was assumed by TJAC in the form of a secured convertible debenture dated August 28, 2020, as amended by a first amendment to secured convertible debenture dated July 20, 2022 (as amended, the “Secured Debenture”). The balance of the JWC DIP Facility and TJAC’s anticipated future funding requirements were funded by way of a secured grid promissory note dated August 28, 2020 issued by TJAC in favour of Trichome (the “Trichome Secured Promissory Note”).

¹ Mr. Ruscetta resigned as CEO (but not as a director) effective February 19, 2023.

- As of September 30, 2022, approximately \$20.6 million (inclusive of accrued interest) and approximately \$7.1 million (inclusive of accrued interest) was owing to Trichome under the Trichome Secured Promissory Note and the Secured Debenture, respectively. Interest and fees continue to accrue on both facilities. The secured amounts owing to Trichome are subordinate to Cortland's pre-filing debt and the DIP Facility.

3.1.3 CRA

- As of February 28, 2023, the Applicants' books and records reflect the following pre- and post-filing amounts owing to Canada Revenue Agency ("CRA").

(\$000s; unaudited)	TJAC	Highland	MYM	Trichome	Total
<u>Pre-filing</u>					
Source Deductions	-	-	-	5,300	5,300
Income taxes	2	- ²	-	-	2
HST	-	(17)	23	59	65
Excise Taxes	596	585	-	-	1,181
Total Pre-filing	598	568	23	5,359	6,548
<u>Post-filing</u>					
Source Deductions	-	-	-	-	-
HST	138	(7)	(2)	33	162
Excise Taxes	1,027	307	-	-	1,334
Total Post-Filing	1,165	300	(2)	33	1,496
Grand Total	1,763	868	21	5,392	8,043

- Since the commencement of the CCAA proceedings, the Applicants, in accordance with the terms of the ARIO, have paid approximately \$1.28 million to CRA in respect of their pre-filing obligations, including approximately \$1.0 million of excise tax arrears and approximately \$280,000 of GST/HST arrears. The payments of pre-filing obligations to CRA were disclosed in the budget attached to the DIP Facility Agreement.
- CRA holds surety bonds and cash collateral in the amount of \$833,000 to secure the Applicants' excise tax obligations. The Applicants' current exposure to CRA for excise taxes is approximately \$1.682 million (being \$1.181 million of unpaid pre-filing excise taxes, plus \$1.334 million of unpaid post-filing excise taxes, less \$833,000 of cash collateral and surety bonds).
- It is expected that all post-filing amounts due to CRA that are secured under the Directors' Charge (i.e., Excise Taxes, Source Deductions and HST) will be paid in full from the proceeds generated from the Transaction and the liquidation of the remaining assets not sold as part of the Transaction.

² This CRA website currently shows an amount of approximately \$800,000, however, the Applicants believe this is likely an error and have filed a notice of dispute with the CRA in respect of the same.

5. The amounts reflected above do not include the results of an HST audit conducted by the CRA shortly after the commencement of the CCAA proceedings. The Monitor understands that the focus of the audit was to determine the amount of input tax credits claimed by the Applicants prior to the CCAA proceedings in respect of invoices that are stayed and have not been paid as a result of these CCAA proceedings. The Monitor understands it is the practice of the CRA to reverse input tax credits claimed on such amounts, resulting in an increase in pre-filing HST payable.
6. The aggregate amount of the pre-filing input tax credits denied by the CRA is approximately \$651,000. The Applicants have not accepted the CRA's assessment at this time.

3.2 Manitou Lease

1. In accordance with subsection 32(1) of the CCAA, on November 23, 2022, TJAC, with the approval of the Monitor, gave notice to Homer Land Corp. ("Homer"), the landlord of the Manitou Facility, that it intended to disclaim the Manitou lease effective December 23, 2022. Homer did not dispute the disclaimer and it became effective on December 23, 2022.
2. As previously reported, TJAC has not made post-filing rent payments in cash to Homer, rather it has directed Homer, which is in possession of a \$600,000 security deposit (approximately two months' rent), to apply the security deposit against post-filing rent. TJAC also requested that the balance of the security deposit be returned following the effective date of the disclaimer of the Manitou Facility lease. Homer expressed the view that all post-filing rent should be paid in cash and the security deposit used to satisfy any losses incurred by Homer in connection with the disclaimer of the lease. In late December 2022, Homer advised the Applicants that it intends to bring a motion requiring TJAC to pay all post-filing rent if the issue is not resolved. To date, Homer has not brought that motion.

3.3 Unsecured Creditors and Other Claims

1. The Applicants' unsecured obligations as of November 1, 2022, totalled approximately \$28.2 million and are summarized in the table below. The unsecured obligations³ consist primarily of the following:

(\$000s; unaudited)				
Applicant	Intercompany	Trade and other vendors	IMCC Promissory Note	Total
Trichome	-	894	12,500	13,394
TJAC	4,149	5,130	-	9,279
MYM	-	593	-	593
Highland	4,152	823	-	4,975
Total	8,301	7,440	12,500	28,241

³ Excludes accrued professional fees, potential litigation and amounts owing to the CRA, which are discussed separately.

2. Neither TRC nor MYMB had any material unsecured obligations as of November 1, 2022.
3. Of the amounts reflected above, virtually all trade payables were in significant arrears as of the date of the Initial Order. The Monitor understands that apart from approximately \$250,000 of pre-filing obligations that were paid during the CCAA proceedings in accordance with the Initial Order and the ARIO to suppliers considered essential to the continuing operations of the Applicants, these obligations remain outstanding as at the date of this Report.
4. During the CCAA proceedings, the Applicants, with the approval of the Monitor, have disclaimed certain of their contracts. In addition, the Applicants have terminated the employment of approximately 137 of their employees.

3.4 Post-Filing Payables

1. As set out in the Third Report, the Applicants do not have the necessary liquidity or availability under the DIP Facility to pay all post-filing operating expenses, and accordingly, certain post-filing suppliers have not been paid (in an amount totaling approximately \$750,000⁴, virtually all of which is in arrears).
2. As discussed further below, even after considering the proceeds from the Transaction, the DIP Lender is projected to incur a shortfall on the DIP Facility. Accordingly, the Applicants are not expected to have sufficient liquidity to pay certain post-filing suppliers.
3. In an effort to mitigate further risk to suppliers, since the date of the Third Report (February 22, 2023), the Applicants have been operating on a limited operating budget, incurring only those expenses which are critical to maintaining the Applicants' going concern operations while they explored the possibility of a transaction pursuant to the EOIs. As a result, the Applicants are projected to have sufficient liquidity to pay all post-filing expenses incurred following the date of the Third Report.

4.0 Update on EOIs

1. An overview of the results of the SISP was provided in the Section 4.1 of the Third Report, and is not repeated herein. An excerpt of Section 4.1 of the Third Report is attached as Appendix "C".
2. In its Fourth Report, the Monitor advised that the Applicants received two EOIs expressing an interest in acquiring the IP as well as certain of the Applicants' cannabis inventory, and that it would take approximately two weeks to determine whether either of the EOIs represented a viable transaction.
3. After reviewing the information provided by the interested parties and engaging with the interested parties, the Applicants, in consultation with the Monitor and the DIP Lender, determined that the EOI from the Purchaser represented the best available transaction.

⁴ In the Third Report, the Monitor advised the amount was \$600,000. The Applicants have since advised the Monitor there was an additional \$150,000 of payables that had accrued that had not been posted in its accounting system as of the time of the Third Report.

4. On March 6, 2023, a party related to the Purchaser and certain of the Applicants entered into a term sheet (as amended and restated on March 17, 2023) (the “Term Sheet”) pursuant to which the parties agreed to enter into a transaction whereby the Purchaser would acquire the business and operations of TJAC, MYM and Highland, subject to the terms and conditions of a definitive agreement to be entered into by the parties (being the SPA).
5. Following the execution of the Term Sheet, the Applicants, with the consent of the Monitor and the DIP Lender, negotiated and entered into the SPA. The SPA contemplates that the transaction would be completed through a reverse vesting order, pursuant to which the Purchaser will acquire the Purchased Shares, free and clear of all encumbrances. The Transaction would provide for the continuation of the cannabis operations as a going concern.

5.0 Transaction

1. A copy of the SPA is attached as Appendix “D”.

5.1 SPA⁵

1. A summary of the key terms the SPA is as follows:
 - **Vendor:** Trichome.
 - **Purchaser:** 1000370759 Ontario Inc., an affiliate of True North Cannabis Co., an Ontario based cannabis retail chain.
 - **Purchased Shares:** the Purchaser will purchase all of the issued and outstanding shares in the capital of TJAC and MYM owned by Trichome. The Purchaser will also indirectly acquire all of the issued and outstanding shares in the capital of MYMB, Highland and TRC.
 - **Purchased Entities:** TJAC, MYM, MYMB, Highland and TRC.
 - **Purchase Price (before Deferred Consideration):** the purchase price for the Purchased Shares is \$3.375 million, to be paid as follows:
 - a) **Deposit:** \$500,000 (5% of the Purchase Price), which was received by the Monitor on March 9, 2023, and is being held in trust pending Closing;
 - b) **Cash Payment:** \$500,000 to be paid to the Monitor on the Closing Date and released to the Vendor on Closing;

⁵ Capitalized terms in this section have the meaning provided to them in the SPA unless otherwise defined herein. The following constitutes a summary only of the material terms of the SPA. Reference should be made to the SPA for a complete understanding of its terms and conditions.

- c) Secured Promissory Note: the Purchaser shall issue in favour of Trichome a secured interest-bearing promissory note, a form of which is attached as Schedule “J” to the SPA (the “Secured Promissory Note”). Key components of the Secured Promissory Note include:
 - i. Face Value: \$2.375 million;
 - ii. Interest: 10% per annum;
 - iii. Maturity Date: 6 months following the Closing Date;
 - iv. Security: each of the following granted by 2767888 Ontario Inc. (the “Guarantor”) in favour of Trichome, (i) a guarantee, (ii) a general security interest in, among other things, all of the present and after-acquired personal property of the Guarantor, and (iii) mortgages registered against each of the Collateral Properties;
 - v. Other: the face value of the Secured Promissory Note shall be reduced on a dollar-for-dollar basis by the Assumed Liabilities Employee Amount (as defined below).
- **Excluded Liabilities**: include, among other things:
 - a) all debts, obligations and liabilities of or against any Purchased Entity or relating to any Retained Asset, other than the Assumed Liabilities;
 - b) liabilities relating to any change of control provision that may arise in connection with the Transaction;
 - c) liabilities under the Excluded Contracts and Excluded Assets, or arising in connection with the vesting of any of the Excluded Contracts and Excluded Assets from any Purchased Entity to its corresponding Residual Co.;
 - d) liabilities for employees or independent contractors whose employment with any Purchased Entity or its Affiliates is terminated on or before Closing;
 - e) liabilities to or in respect of any Purchased Entity’s Affiliates; and
 - f) those Excluded Liabilities specifically detailed in Schedule “E” of the SPA, which include, for each of the Purchased Entities:
 - i. Professional Costs;
 - ii. any amounts owing in respect of the DIP Facility;
 - iii. any intercompany debt (excluding Deferred Consideration); and
 - iv. liabilities in connection with any contracts and leases disclaimed during the CCAA proceedings, if applicable.

- **Assumed Liabilities:** include:
 - a) Liabilities specifically and expressly designated by the Purchaser as assumed Liabilities in Schedule “G” to the SPA (which list may be amended by the Purchaser until 5:00 p.m. (Eastern Time) on March 31, 2023);
 - b) Liabilities which relate to the Business or the Retained Assets, including Liabilities under any Assumed Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing, subject to certain exceptions;
 - c) Liabilities of the Purchased Entities which are to be performed after the Closing that are not specifically identified as Excluded Liabilities;
 - d) the Deferred Consideration Notes (provided that such Liabilities shall be paid in accordance with the terms of the SPA);
 - e) Liabilities for (i) wages, vacation pay and Benefit Plans owing by any Purchased Entity to any Employee accruing to and after the Closing Time and (ii) vacation pay owing by any Purchased Entity to any Employee which accrued prior to the Closing Time (the net dollar amount of such Liabilities described in this paragraph (e) which accrued prior to the Closing Time, being the “Assumed Liabilities Employee Amounts”).

- **Retained Assets:** includes all of the assets owned by each Purchased Entity immediately prior to Closing, including its Anticipated Inventory, Assumed Contracts, Permits and Licenses, Goodwill, Intellectual Property, Subsidiary Shares, Books and Records and those assets specifically listed on Schedule “I” of the SPA, except for inventory sold in the ordinary course of business in the Interim Period, and the Excluded Assets and Excluded Contracts.

- **Deferred Consideration:** as partial consideration for the assumption by the corresponding Residual Co. of its Excluded Liabilities, each of TJAC and Highland shall pay Deferred Consideration to the corresponding Residual Co. pursuant to a limited recourse promissory note, held by the Monitor on behalf of the corresponding Residual Co., in an amount equal to the initial principal amount of \$1.00, which shall be automatically increased after the Closing Date, from time to time, on a dollar-for-dollar basis by 100% of all receipts actually obtained by the applicable Purchased Entity on account of any receivables from any provincial cannabis purchasing agencies, non-government distributors, and/or direct sale retailers, due and owing to such Purchased Entity on the Closing Date, and each note shall be secured solely by such Purchased Entity’s applicable receivables.

- **Transfers to Residual Cos.:** on the Closing Date, prior to the sale of the Purchased Shares, each Purchased Entity shall transfer to its applicable Residual Co.:
 - a) the Excluded Assets and Excluded Contracts; and
 - b) the Excluded Liabilities.

- **Representations and Warranties:** consistent with those customarily provided in the context of an insolvency transaction on an “as is, where is” basis.
- **Target Closing Date:** April 6, 2023, or such other date as Trichome (with the consent of the Monitor) and the Purchaser may agree to in writing.
- **Outside Date:** April 11, 2023, or such other date as Trichome (with the consent of the Monitor) and the Purchaser may agree to in writing.
- **Material Conditions:** include, among other things:
 - a) (i) the RVO shall have been issued by the Court, (ii) the RVO shall not have been vacated, set aside, or stayed and (iii) the applicable appeal period to appeal the RVO have expired, subject to certain exceptions;
 - b) during the Interim Period, there shall have been no Material Adverse Effect;
 - c) the landlord in respect of the Trillium Lease shall have provided its consent to the change of control that will arise in connection with the Transaction, or the RVO shall provide that the landlord may not rely on the change of control as a basis to declare a default;
 - d) (i) all Excluded Assets and Excluded Liabilities shall, prior to Closing as part of the Closing Sequence, be transferred to the applicable Residual Cos., to another Affiliate of Trichome that is not a Purchased Entity, or Discharged; and (ii) each Purchased Entity, its business and property shall, prior to Closing as part of the Closing Sequence, be released and forever Discharged of all claims and Encumbrances (other than Assumed Liabilities and the Permitted Encumbrances, if any);
 - e) the Cannabis Licenses shall be valid and in good standing at the Closing Time; and
 - f) during the Interim Period, no order shall have been issued by a Governmental Authority which restrains or prohibits the completion of the Transaction.
- **Closing Sequence:** the Closing is required to occur in accordance with the steps set out in the Closing Sequence provided for in Section 7.2 of the SPA, which may be amended from time to time prior to the Closing Date with the prior written consent of the Monitor, Trichome and the Purchaser.
- **Termination:** the SPA can be terminated:
 - a) upon mutual written agreement of Trichome and the Purchased Entities (each with the prior written consent of the Monitor) and the Purchaser;

- b) by the Purchaser, on the one hand, or Trichome and the Purchased Entities (with consent of the Monitor), on the other hand, at any time following the Outside Date, if Closing has not occurred on or prior to the 11:59 p.m. (Eastern Time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of the SPA, by the Party proposing to terminate the SPA;
- c) by the Purchaser, on the one hand, or Trichome and Purchased Entities (with the consent of the Monitor), on the other hand, upon notice to the other Parties if (i) the RVO has not been obtained by the Target Closing Date or (ii) the Court declines at any time to grant the RVO; in each case for reasons other than a breach of this Agreement by the Party proposing to terminate this Agreement;
- d) by the Purchaser, on the one hand, or Trichome and the Purchased Entities (with the consent of the Monitor), on the other hand, if there has been a material violation or breach by the other Party of any agreement, covenant, representation or warranty which would prevent the satisfaction of, or compliance with, the applicable Closing conditions by the Outside Date, and such violation or breach has not been waived or cured within five Business Days of a non-breaching Party providing notice to the other Party of such breach.

5.2 Monitor's Recommendation

1. The Monitor recommends that the Court issue the RVO for the following reasons:
 - a) the SISP was conducted in accordance with the terms of the Stalking Horse and SISP Approval Order, which enabled the Applicants, with the assistance of an experienced financial advisor, to test the market for any potential third-party purchaser interest. The SISP generated limited interest. While multiple parties performed due diligence, no qualified bids were received prior to the bid deadline under the SISP;
 - b) following the SISP and the termination of the Stalking Horse Agreement, the EOIs were assessed by the Applicants and the Monitor, in consultation the DIP Lender, and it was determined that the EOI from the Purchaser represented the best viable transaction in the circumstances;
 - c) the proceeds from the Transaction are projected to be sufficient to satisfy the Administration Charge and Directors' Charge, but are not projected to be sufficient to satisfy the DIP Lender's Charge in full. Cortland, being the fulcrum creditor, has consented to the Transaction;
 - d) the Transaction contemplates the continuation of the Cannabis Operations of the Applicants, continued employment of approximately 27 employees and ongoing relationships with suppliers and customers. Absent the Transaction, the employment of these employees would be terminated as part of the Wind-Down;

- e) as of the date of this Report, the Applicants do not have any further availability under the DIP Facility and absent the Transaction, the DIP Lender is only prepared to fund expenses required for the purposes of the Wind-Down. In light of the Applicants' liquidity constraints, the Applicants will not be able to process, after April 6, 2023 (being the Target Closing Date), certain purchase orders made by provincial cannabis purchasing agencies. If the Applicants fail to process those purchase orders, the provincial cannabis purchasing agencies may delist those stock keeping units which could potentially materially devalue the Cannabis Operations;
 - f) despite the fact that Cortland and Trichome will suffer a significant or total shortfall under the ABL Agreement and the Trichome Secured Promissory Note, respectively, the Transaction provides for a materially better recovery than would be otherwise achieved through the Wind-Down or in a bankruptcy; and
 - g) absent the Transaction being approved and implemented by the Outside Date, the Applicants will need to cease operations immediately and complete the Wind-Down of their business.
2. The Transaction is structured as a "reverse vesting transaction". With reference to the recent guidance provided by the Court in the context of other reverse vesting transactions, the Monitor notes the following with respect to the Transaction:

a) *Why is the RVO necessary in this case?*

- A reverse vesting structure is necessary in this case as each of TJAC and Highland hold a Cannabis License as licensed producers of cannabis under the Cannabis Act, which enables them to conduct their Cannabis Operations.
- The Health Canada issued Cannabis Licenses are integral to the continuation of the Cannabis Operations, and the Monitor understands that Health Canada is of the position that such licenses cannot be sold or transferred to another entity. The reverse vesting structure enables the Cannabis Licenses to remain with TJAC and Highland, thereby preserving the Cannabis Licenses, while also facilitating the vesting out of unwanted assets and liabilities to the Residual Cos.
- The Monitor understands that the Purchaser was not prepared to proceed with a transaction in respect of the Cannabis Operations by way of an asset purchase structure because of the inability to assign the Cannabis Licenses and the timeline and uncertainty associated with obtaining new Health Canada licenses. Furthermore, based on the circumstances of this case, including, without limitation, the quantum of secured debt and the overall value of the Applicants' business and property, the Monitor understands that the Purchaser is not prepared to fund a plan of arrangement in respect of the Applicants.

b) *Does the RVO structure produce an economic result at least as favourable as any other viable alternative?*

- The reverse vesting structure produces an economic result *more* favourable than any other viable alternative. The only other alternative in the circumstances is a bankruptcy or the completion of the Applicants' previously commenced Wind-Down, as no other viable transaction has been identified, the Applicants do not have sufficient liquidity to continue to fund the Cannabis Operations or a further marketing process, and the Purchaser is not prepared to proceed with an asset sale transaction or plan of arrangement in the circumstances (for the reasons described above).
- The Monitor is of the view that the Transaction represents a better economic result for the Applicants' stakeholders than a bankruptcy or the completion of the Applicants' previously commenced Wind-Down. Further, the Transaction will result in the continuation of employment and the preservation of the Cannabis Operations for various trade partners.

c) *Is any stakeholder worse off under the RVO structure than they would have been under any other viable alternative?*

- In the Monitor's view, no stakeholders will be prejudiced by the RVO structure. As noted above, the only other alternative in the circumstances is a bankruptcy or other wind-down of the Applicants. In such a scenario, it is projected that the recoveries for Cortland on the DIP Facility would be less than through the Transaction, and there is a further risk that certain amounts secured under the Directors' Charge (i.e. amounts owing to the CRA) would be unpaid. In addition, there would be no continuation of the Cannabis Operations, resulting in the loss of employment and trade relationships.

d) *Does the consideration being paid for the debtor's business reflect the importance and value of the licenses and permits (or other intangible assets) being preserved under the RVO structure?*

- In the Monitor's view, the value of the Cannabis Licenses is the critical consideration in structuring the Transaction as a reverse vesting transaction. The consideration provided by the Purchaser is directly attributable to the importance and value of the Cannabis Licenses and their importance to the Cannabis Operations, as without the Cannabis Licenses, the Cannabis Operations are unable to continue and there is no business for the Purchaser to acquire. Accordingly, the RVO structure enhances overall value by facilitating the continuation of the Cannabis Operations, an outcome which is better for stakeholders as a whole as it maximizes value for the benefit of the Applicants' financial stakeholders while at the same time preserving employment and trade relationships that would otherwise be lost.

3. Based on the foregoing, the Monitor recommends that this Court approve the Transaction and grant the RVO.

6.0 Success Fee

1. As referenced above, following the termination of the Stalking Horse Agreement, the Applicants engaged Hyde to lead an informal marketing of the Applicants' assets concurrent with the Wind-Down.
2. Hyde provides various advisory and investment services to the global cannabis industry, and since its inception, has provided services in connection with 21 cannabis M&A/restructuring consultations, and has brokered the purchase and sale of numerous licensed cannabis business.
3. Hyde's marketing process commenced on February 21, 2023, and solicited interest from twelve potential bidders. Of the twelve potential bidders contacted and provided with a confidential information memorandum, seven expressed an interest in the acquisition opportunity and three provided letters of intent by March 10, 2023 (the "Interested Parties"). After reviewing the "best bid" from each of the Interested Parties, the bid submitted by the Purchaser was selected as the highest and best offer given the aggregate consideration, security and certainty provided.
4. Under its agreement with Hyde, the Applicants, in consultation with the Monitor and the DIP Lender, agreed to provide Hyde with a success fee (the "Success Fee") equal to 5% of the first \$2 million of the purchase price plus 7.5% of any amount thereafter. As the Transaction was brokered by Hyde, the proposed RVO authorizes and directs Trichome to pay the Success Fee to Hyde as follows:
 - a) \$50,000 (being 5% of \$1 million) (plus HST) within five (5) business days of the closing of the Transaction; and
 - b) 5% of the first \$1 million and 7.5% of any amounts thereafter, received by Trichome in respect of the amounts owing under the Secured Promissory Note (the "Note Proceeds"), within five (5) business days of receiving the Note Proceeds.
5. In the Monitor's view, Hyde provided value to the Applicants' informal marketing processes and effectively exposed the Applicants' business and assets to a broad scope of potential purchasers. The quantum of the Success Fee and the conditions upon which it will be payable pursuant to the proposed RVO are, in the Monitor's view, fair and reasonable in the circumstances, having regard to the results achieved and time and effort expended. The Monitor understands that the DIP Lender has consented to the Success Fees. Accordingly, the Monitor is of the view that the Court should approve the Success Fee as contemplated in the proposed RVO.

7.0 Extension of the Stay Period

1. The Stay Period currently expires on April 21, 2023. The Applicants are requesting an extension of the Stay Period until October 31, 2023 to allow time to collect (i) the Deferred Consideration (as defined in the SPA) and (ii) the Note Proceeds, which may be up to 6 months after closing of the Transaction (which as described above is targeted for April 6, 2023).

2. The Monitor is of the view that the request for an extension of the Stay Period pursuant to the proposed RVO is appropriate for the following reasons:
 - a) the Applicants are acting in good faith and with due diligence;
 - b) no creditor will be prejudiced if the extension is granted;
 - c) as of the date of this Report, neither the Applicants nor the Monitor is aware of any party opposed to the requested extension; and
 - d) it will provide the necessary time and flexibility to enable the Applicants to collect the proceeds pursuant to the Transaction, as described above, prior to returning to Court to seek such further relief as may be required to facilitate a wind-down of the Applicants (including the Residual Cos.) and terminate these CCAA proceedings.

8.0 Cash Flow

1. The Applicants prepared the Cash Flow Forecast to and including November 3, 2023 (the "Period"). The Cash Flow Forecast and the Applicants' statutory report on the cash flow prepared pursuant to subsection 10(2)(b) of the CCAA are attached as Appendix "E".
2. The expenses in the Cash Flow Forecast, following the projected closing of the Transaction, are primarily general and administrative expenses and professional fees. The Applicants project to have sufficient liquidity to pay all post-filing expenses incurred during the Period.
3. Based on the Monitor's review of the Cash Flow Forecast, there are no material assumptions which appear unreasonable. The Monitor's statutory report on the Cash Flow Forecast is attached as Appendix "F".

9.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court grant the relief detailed in Section 1.1(1)(f) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
IN ITS CAPACITY AS MONITOR OF
TRICHOME FINANCIAL CORP., TRICHOME JWC ACQUISITION CORP., MYM
NUTRACEUTICALS INC., TRICHOME RETAIL CORP., MYM INTERNATIONAL BRANDS
INC., AND HIGHLAND GROW INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “C”

**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., 1000491916 ONTARIO INC., 1000492008 ONTARIO INC.,
1000491929 ONTARIO INC., 1000492005 ONTARIO INC.
AND 1000492023 ONTARIO INC.**

**AFFIDAVIT OF NOAH GOLDSTEIN
(sworn September 11, 2023)**

I, **NOAH GOLDSTEIN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY
AS FOLLOWS:**

1. I am a Managing Director of KSV Restructuring Inc. ("KSV"). Pursuant to an order of the Ontario Superior Court of Justice ("Court") made on November 7, 2022, Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc. and Highland Grow Inc. (collectively, the "Initial Applicants"), were granted protection under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") and KSV was appointed as the Monitor in these proceedings, and as such I have knowledge of the matters deposed to herein.
2. This Affidavit is sworn in support of a motion seeking, among other things, approval of the Monitor's fees and disbursements for the period February 1, 2023 to August 31, 2023 (the "Period").
3. The Monitor's invoices for the Period disclose in detail: the nature of the services rendered; the time expended by each person and their hourly rates; the total charges for the services rendered; and the disbursements charged. Copies of the Monitor's invoices are attached hereto as Exhibit "A" and the billing summary is attached hereto as Exhibit "B".
4. The Monitor spent a total of 220.30 hours on this matter during the Period, resulting in fees totalling \$132,738.50, excluding disbursements and HST, as summarized in Exhibit "B".
5. As reflected on Exhibit "B", the Monitor's average hourly rate for the Period was \$602.54.

6. I verily believe that the time expended and the fees charged are reasonable in light of the services performed and the prevailing market rates for services of this nature in downtown Toronto.

SWORN before me at the City of
Toronto, in the Province of Ontario
this 11th day of September, 2023



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires January 27, 2024



NOAH GOLDSTEIN

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF NOAH GOLDSTEIN

Sworn before me

this 11th day of September, 2023



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires January 27, 2024



ksv advisory inc.

220 Bay Street, Suite 1300, Box 20

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Trichome Financial Corporation
150 King Street West, Suite 214
Toronto, ON M5H 1J9

March 8, 2023

Invoice No: 3005
HST #: 818808768RT0001

Re: Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc. (collectively, the "Applicants")

For professional services rendered during February 2023 by KSV Restructuring Inc. ("KSV") in connection with the Applicants' proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), including:

General

- Corresponding with Cassels Brock & Blackwell LLP ("Cassels"), the Monitor's legal counsel, and Bennett Jones LLP ("Bennett Jones"), counsel to the Applicants, concerning all matters in the CCAA proceedings, including regular calls and emails as more specifically outlined below;
- Corresponding extensively with Cortland Credit Lending Corporation (the "DIP Lender"), the Applicants' senior secured creditor, and their counsel, Dentons Canada LLP ("Dentons"), concerning all matters in the CCAA proceedings;
- Preparing the Monitor's Third Report to Court dated February 22, 2023 (the "Third Report") pursuant to section 23(1)(d)(i) of the CCAA to advise the Court and the Applicants' stakeholders of certain material adverse changes in the Applicants' financial circumstances;
- Corresponding extensively with Cassels, Bennett Jones and Dentons regarding the Third Report;

SISP

- Corresponding with the Applicants and Stoic Advisory Inc. ("Stoic"), the Applicants' financial broker, regarding the SISP;
- Reviewing regular updates provided by the Applicants and Stoic on the status of the SISP;

- Attending a status call with Cassels and Bennett Jones on February 6, 2023 in connection with the SISP;
- Corresponding with Blake Cassels & Graydon LLP (“Blakes”), counsel to the Court-approved stalking horse bidder in connection with the SISP;
- Reviewing a letter dated February 7, 2023 from Bennett Jones to Blakes to notify it that the stalking horse bidder was deemed to be the successful bid in the SISP;
- Reviewing a letter dated February 13, 2023, from Blakes to Bennett Jones advising that the stalking horse bidder would not complete the transaction;
- Reviewing a letter dated February 16, 2023, from Bennett Jones to Blakes regarding the deposit under the stalking horse agreement;
- Corresponding extensively with all stakeholders regarding the termination of the stalking horse agreement;
- Corresponding with the Applicants and the DIP Lender regarding the continued efforts of the Applicants to market their intellectual property to other potential bidders;

Cash Flow & Liquidation Analysis

- Reviewing multiple iterations of a projected 13-week Statement of Cash Flow for the Applicants and corresponding extensively with the Applicants and the DIP Lender in connection with the same;
- Attending weekly status update calls with the DIP Lender, including on February 1 and 8, 2023;
- Assisting the Applicants to prepare a liquidation analysis of their business and assets (the “Liquidation Analysis”) and corresponding extensively with all stakeholders regarding the same;
- Reviewing various ancillary documents and schedules prepared by the Applicants in connection with the Liquidation Analysis, including:
 - inventory valuation reports;
 - purchase order and sales reports;
 - accounts receivable and accounts payable listings; and
 - payroll and employee termination schedules;
- Attending calls with the Applicants on February 12, 13, 14, 15, 16, 21 and 22, 2023, in connection with the Liquidation Analysis;
- Corresponding extensively with the DIP Lender and Dentons, including attending calls on February 15 and 16, 2023, regarding the Liquidation Analysis;
- Corresponding extensively with Bennett Jones and Cassels, including attending a group call on February 18, 2023, regarding the Liquidation Analysis and next steps;

Other

- Corresponding on a regular basis with management of the Applicants to discuss operational, suppliers and customer issues;
- Reviewing the Applicants' daily cash reports;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees	\$	55,435.00
HST		<u>7,206.55</u>
Total due	\$	<u>62,641.55</u>

Wire Instructions

Pay to: KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

Bank: BMO Bank of Montreal
First Canadian Place, 42nd Floor
Toronto, ON M5X 1A3

Bank No.: 001
Transit (ABA): 32132
Account No.: 3213-1995-665
Swift Code: BOFMCAM2

KSV Restructuring Inc.

Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc.

Time Summary

For the period ending February 28, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	800	6.00	4,800.00
Noah Goldstein	700	38.00	26,600.00
Murtaza Tallat	525	45.00	23,625.00
Other Staff and administration		2.00	410.00
Total fees		<u>91.00</u>	<u>55,435.00</u>



ksv advisory inc.

220 Bay Street, Suite 1300, Box 20

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Trichome Financial Corporation
150 King Street West, Suite 214
Toronto, ON M5H 1J9

March 21, 2023

Invoice No: 3046
HST #: 818808768RT0001

Re: Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc. (collectively, the "Applicants")

For professional services rendered for the period March 1, 2023 to March 15, 2023 by KSV Restructuring Inc. ("KSV") in connection with the Applicants' proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), including:

General

- Corresponding with Cassels Brock & Blackwell LLP ("Cassels"), the Monitor's legal counsel, and Bennett Jones LLP ("Bennett Jones"), counsel to the Applicants, concerning all matters in the CCAA proceedings, including regular calls and emails as more specifically outlined below;
- Corresponding extensively with Cortland Credit Lending Corporation (the "DIP Lender"), the Applicants' senior secured creditor, and their counsel, Dentons Canada LLP, concerning all matters in the CCAA proceedings;

Court Matters

- Reviewing and commenting on all draft court-materials filed in connection with a motion heard on March 9, 2023 to extend the stay of proceedings (the "Stay Extension Motion"), including:
 - the Notice of Motion;
 - the Affidavit of Michael Ruscetta sworn March 2, 2023;
 - the Stay Extension Order;
 - the Factum of the Applicants;
- Preparing the Monitor's Fourth Report to Court dated March 6, 2023 (the "Fourth Report") in connection with the Stay Extension Motion;

- Corresponding extensively with Cassels and Bennett Jones regarding the Fourth Report;
- Attending Court (virtually) on March 9, 2023 regarding the Stay Extension Motion;

Other

- Reviewing multiple iterations of a projected Statement of Cash Flow for the Applicants and corresponding extensively with the Applicants and the DIP Lender in connection with the same;
- Attending a call with Hyde Advisory on March 3, 2023;
- Corresponding with the Applicants and the DIP Lender regarding the continued efforts of the Applicants to market their intellectual property to potential bidders;
- Reviewing a term sheet from a prospective bidder and discussing the same with the Applicants and the DIP Lenders, including on March 5, 6, 8 and 14, 2023;
- Corresponding on a regular basis with management of the Applicants to discuss operational, suppliers and customer issues;
- Corresponding with the Applicants regarding a payment of payroll withholding taxes to the Canada Revenue Agency;
- Reviewing the Applicants' daily cash reports;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees	\$ 16,791.25
HST	<u>2,182.86</u>
Total due	<u>\$ 18,974.11</u>

Wire Instructions

Pay to: KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

Bank: BMO Bank of Montreal
First Canadian Place, 42nd Floor
Toronto, ON M5X 1A3

Bank No.: 001
Transit (ABA): 32132
Account No.: 3213-1995-665
Swift Code: BOFMCAM2

KSV Restructuring Inc.

Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp.,
MYM International Brands Inc., and Highland Grow Inc.

Time Summary

For the period ending March 15, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	800	1.50	1,200.00
Noah Goldstein	700	15.50	10,850.00
Murtaza Tallat	525	8.25	4,331.25
Other Staff and administration		2.00	410.00
Total fees		<u>27.25</u>	<u>16,791.25</u>



ksv advisory inc.

220 Bay Street, Suite 1300, Box 20

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Trichome Financial Corporation
150 King Street West, Suite 214
Toronto, ON M5H 1J9

April 11, 2023

Invoice No: 3069
HST #: 818808768RT0001

Re: Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc. (collectively, the "Applicants")

For professional services rendered for the period March 16, 2023 to March 31, 2023 by KSV Restructuring Inc. ("KSV") in connection with the Applicants' proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), including:

General

- Corresponding with Cassels Brock & Blackwell LLP ("Cassels"), the Monitor's legal counsel, and Bennett Jones LLP ("Bennett Jones"), counsel to the Applicants, concerning all matters in the CCAA proceedings, including regular calls and emails as more specifically outlined below;
- Corresponding extensively with Cortland Credit Lending Corporation (the "DIP Lender"), the Applicants' senior secured creditor, and their counsel, Dentons Canada LLP, concerning all matters in the CCAA proceedings;

Transaction

- Reviewing and commenting on multiple iterations of a Share Purchase Agreement dated March 28, 2023 (the "SPA") between the Applicants and 1000370759 Ontario Inc. (the "Purchaser") (the "Transaction");
- Corresponding extensively with the Applicants, Bennett Jones and Cassels regarding the terms of the SPA;
- Corresponding with DIP Lender regarding the SPA and the Transaction;

- Reviewing all draft court-materials prepared in connection with a motion to be heard on April 6, 2023 to approve the Transaction (the “Transaction Approval Motion”), including the draft affidavit and the draft orders;
- Preparing, in draft, the Monitor’s Fifth Report to Court (the “Fifth Report”) in connection with the Transaction Approval Motion;
- Corresponding extensively with Cassels and Bennett Jones regarding the Fifth Report;

Other

- Reviewing multiple iterations of a projected Statement of Cash Flow for the Applicants and corresponding extensively with the Applicants and the DIP Lender in connection with the same;
- Reviewing multiple iterations of a bank security position prepared by the Applicants and attending multiple meetings with the Applicants regarding the same, including on March 16, 17 and 28, 2023;
- Corresponding with the Applicants and Bennett Jones regarding a bond held by the Canada Revenue Agency to secure the Applicants’ obligations for cannabis excise taxes;
- Corresponding on a regular basis with management of the Applicants to discuss operational, suppliers and customer issues;
- Reviewing the Applicants’ daily cash reports;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$ 25,951.00
HST	3,373.63
Total due	<u>\$ 29,324.63</u>

Wire Instructions

Pay to: KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

Bank: BMO Bank of Montreal
First Canadian Place, 42nd Floor
Toronto, ON M5X 1A3

Bank No.: 001
Transit (ABA): 32132
Account No.: 3213-1995-665
Swift Code: BOFMCAM2

KSV Restructuring Inc.

Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc.

Time Summary

For the period ending March 31, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	800	1.00	800.00
Noah Goldstein	700	18.80	13,160.00
Murtaza Tallat	525	22.60	11,865.00
Other Staff and administration		0.60	126.00
Total fees		<u>43.00</u>	<u>25,951.00</u>



ksv advisory inc.

220 Bay Street, Suite 1300, Box 20

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Trichome Financial Corporation
150 King Street West, Suite 214,
Toronto, Ontario M5H 1J9

May 29, 2023

Invoice No: 3124
HST #: 818808768RT0001

Re: Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc. (collectively, the "Applicants")

For professional services rendered for April 2023 by KSV Restructuring Inc. ("KSV") in connection with the Applicants' proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), including:

General

- Corresponding with Cassels Brock & Blackwell LLP ("Cassels"), the Monitor's legal counsel, and Bennett Jones LLP ("Bennett Jones"), counsel to the Applicants, concerning all matters in the CCAA proceedings, including regular calls and emails as more specifically outlined below;
- Corresponding extensively with Cortland Credit Lending Corporation (the "DIP Lender"), the Applicants' senior secured creditor, and their counsel, Dentons Canada LLP, concerning all matters in the CCAA proceedings;

Transaction

- Corresponding extensively with Bennett Jones and Cassels regarding a Share Purchase Agreement dated March 28, 2023 (the "SPA") between the Applicants and 1000370759 Ontario Inc. (the "Purchaser") (the "Transaction");
- Preparing the Monitor's Fifth Report to Court dated April 3, 2023 (the "Fifth Report") in connection with a motion to be heard on April 6, 2023 to approve the Transaction;
- Corresponding extensively with Cassels and Bennett Jones regarding the Fifth Report;
- Reviewing a closing statement for the Transaction and attending a call on April 3, 2023 with the Applicants and Bennett Jones regarding the same;

- Reviewing a schedule of closing payments and adjustments prepared by the Applicants and attending a call on April 5, 2023 with the Applicants and Bennett Jones regarding the same;
- Attending in Court (virtually) on April 6, 2023 regarding a motion to approve the Transaction;

Other

- Reviewing multiple iterations of a projected Statement of Cash Flow for the Applicants and corresponding extensively with the Applicants and the DIP Lender in connection with the same, including attending a call with the DIP Lender on April 13, 2023;
- Corresponding with the Applicants and Bennett Jones regarding a bond held by the Canada Revenue Agency (“CRA”) to secure the Applicants’ obligations for cannabis excise taxes;
- Corresponding extensively with the Applicants and Bennett Jones regarding the payment of director and officer obligations (the “D&O Payments”), including on April 10, 11, 13, 17, 18, 20, 24 and 26, 2023;
- Corresponding with the DIP Lender regarding the D&O Payments, including on April 12, 13, 17, 18, 19, 24 and 27, 2023;
- Reviewing the Applicants’ operating disbursements and corresponding with the Applicants regarding the same;
- Corresponding on a regular basis with management of the Applicants to discuss operational, suppliers and customer issues;
- Reviewing the Applicants’ daily cash reports;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees	\$ 27,970.75
HST	3,636.20
Total due	<u>\$ 31,606.95</u>

Wire Instructions

Pay to: KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

Bank: BMO Bank of Montreal
First Canadian Place, 42nd Floor
Toronto, ON M5X 1A3

Bank No.: 001
Transit (ABA): 32132
Account No.: 3213-1995-665
Swift Code: BOFMCAM2

KSV Restructuring Inc.

Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc.

Time Summary

For the period ending April 30, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Noah Goldstein	700	22.00	15,400.00
Murtaza Tallat	525	22.85	11,996.25
Other Staff and administration		2.80	574.50
Total fees		<u>47.65</u>	<u>27,970.75</u>



ksv advisory inc.

220 Bay Street, Suite 1300, Box 20

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Trichome Financial Corporation
150 King Street West, Suite 214
Toronto, ON M5H 1J9

June 7, 2023

Invoice No: 3151
HST #: 818808768RT0001

Re: Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc. (collectively, the "Applicants")

For professional services rendered for May 2023 by KSV Restructuring Inc. ("KSV") in connection with the Applicants' proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), including:

General

- Corresponding with Cassels Brock & Blackwell LLP ("Cassels"), the Monitor's legal counsel, and Bennett Jones LLP ("Bennett Jones"), counsel to the Applicants, concerning all matters in the CCAA proceedings, including calls and emails as more specifically outlined below;
- Corresponding extensively with Cortland Credit Lending Corporation (the "DIP Lender"), the Applicants' senior secured creditor, concerning all matters in the CCAA proceedings;

Transaction

- Corresponding with the Applicants, Bennett Jones and Cassels regarding the treatment of certain accounts receivable (the "Receivables") under a Share Purchase Agreement dated March 28, 2023 (the "SPA") between the Applicants and 1000370759 Ontario Inc. (the "Purchaser"), including on May 3, 5, 9, 12, 2023;
- Reviewing correspondence between Bennett Jones and the Purchaser and its counsel regarding the Receivables;
- Reviewing a proposed timetable for a motion seeking declaratory relief in relation to the Receivables, and discussing the same with Bennett Jones and Cassels, including on May 15, 17, 24 and 26, 2023;

Other

- Corresponding with the Applicants and Bennett Jones regarding a bond held by the Canada Revenue Agency (“CRA”) to secure the Applicants’ obligations for cannabis excise taxes;
- Attending calls with CRA regarding the excise tax bonds, including on May 12 and 31, 2023;
- Corresponding extensively with the Applicants and Bennett Jones regarding the payment of director and officer obligations (the “D&O Payments”), including on May 3, 4, 12, and 31, 2023;
- Corresponding with the DIP Lender regularly regarding the Receivables and the D&O Payments, including attending a group call with the DIP Lender and Bennett Jones on May 8, 2023;
- Corresponding with the Ministry of Labour regarding claims made by former employees of the Applicants, including on May 25, 2023;
- Corresponding on a regular basis with management to discuss operational issues;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees	\$	7,182.00
HST		<u>933.66</u>
Total due	\$	<u>8,115.66</u>

KSV Restructuring Inc.

Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc.

Time Summary

For the period ending May 31, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Noah Goldstein	700	5.70	3,990.00
Murtaza Tallat	525	5.80	3,045.00
Other Staff and administration		0.70	147.00
Total fees		<u>12.20</u>	<u>7,182.00</u>



ksv advisory inc.

220 Bay Street, Suite 1300, Box 20

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Trichome Financial Corporation
150 King Street West, Suite 214
Toronto, ON M5H 1J9

July 13, 2023

Invoice No: 3198
HST #: 818808768RT0001

Re: Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc. (collectively, the "Applicants")

For professional services rendered for June 2023 by KSV Restructuring Inc. ("KSV") in connection with the Applicants' proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), including:

General

- Corresponding with Cassels Brock & Blackwell LLP ("Cassels"), the Monitor's legal counsel, and Bennett Jones LLP ("Bennett Jones"), counsel to the Applicants, concerning all matters in the CCAA proceedings, including calls and emails as more specifically outlined below;
- Corresponding extensively with Cortland Credit Lending Corporation (the "DIP Lender"), the Applicants' senior secured creditor, concerning all matters in the CCAA proceedings;

Transaction

- Corresponding with the Applicants, Bennett Jones and Cassels regarding a settlement of the secured note payable (the "Secured Note") owing under a Share Purchase Agreement dated March 28, 2023 (the "SPA") between the Applicants and 1000370759 Ontario Inc. (the "Purchaser"), including on June 9, 12, 20 and 27, 2023;
- Reviewing various iterations of a Settlement Agreement dated June 27, 2023 (the "Settlement Agreement"), between, Trichome Financial Corp., the Purchaser and Trichome JWC Acquisition Corp in connection with the Secured Note;
- Reviewing correspondence between Bennett Jones and the Purchaser and its counsel regarding the Settlement Agreement;

Other

- Corresponding with the Applicants and Bennett Jones regarding a bond held by the Canada Revenue Agency (“CRA”) to secure the Applicants’ obligations for cannabis excise taxes;
- Corresponding with CRA regarding the excise tax bonds, including attending a call with the CRA on June 1, 2023;
- Corresponding extensively with the Applicants and Bennett Jones regarding the payment of director and officer obligations (the “D&O Payments”), including on June 16 and 28, 2023;
- Corresponding with the DIP Lender regularly regarding the Settlement Agreement and the D&O Payments;
- Corresponding on a regular basis with management to discuss operational issues;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees	\$	7,700.00
HST		<u>1,001.00</u>
Total due	\$	<u>8,701.00</u>

Wire Instructions

Pay to:	KSV Restructuring Inc. 220 Bay Street, Suite 1300 Toronto, ON M5J 2W4
Bank:	BMO Bank of Montreal First Canadian Place, 42nd Floor Toronto, ON M5X 1A3
Bank No.:	001
Transit (ABA):	32132
Account No.:	1995-665
Swift Code:	BOFMCAM2

KSV Restructuring Inc.

Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp.,
MYM International Brands Inc., and Highland Grow Inc.

Time Summary

For the period ending June 30, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Noah Goldstein	700	8.00	5,600.00
Murtaza Tallat	525	3.50	1,837.50
Other Staff and administration		1.25	262.50
Total fees		<u>12.75</u>	<u>7,700.00</u>



ksv advisory inc.

220 Bay Street, Suite 1300, Box 20

Toronto, Ontario, M5J 2W4

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

INVOICE

Trichome Financial Corporation
150 King Street West, Suite 214
Toronto, Ontario M5H 1J9

September 11, 2023

Invoice No: 3253
HST #: 818808768RT0001

Re: Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc. (collectively, the "Applicants")

For professional services rendered for July and August 2023 by KSV Restructuring Inc. ("KSV") in connection with the Applicants' proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), including:

- Corresponding with Cassels Brock & Blackwell LLP ("Cassels"), the Monitor's legal counsel, and Bennett Jones LLP ("Bennett Jones"), counsel to the Applicants, concerning all matters in the CCAA proceedings;
- Corresponding with Cortland Credit Lending Corporation (the "DIP Lender"), the Applicants' senior secured creditor, concerning all matters in the CCAA proceedings;
- Corresponding extensively with the Applicants regarding a waterfall concerning a distribution to the DIP Lenders, including on July 6, 7 and 13, 2023 and August 1 and 17, 2023;
- Corresponding with the Applicants regarding the payment of certain director and officer obligations (the "D&O Payments") to the Canada Revenue Agency, including on July 7, 11, 13 and 26, 2023 and August 1 and 17, 2023;
- Corresponding with the Applicant and the DIP Lender regarding the D&O Payments, including the payout of certain accrued vacation amounts;
- Convening internal meetings; and

- Dealing with all other matters not otherwise referred to herein.

Total fees	\$	8,436.75
HST		<u>1,096.78</u>
Total due	\$	<u>9,533.53</u>

KSV Restructuring Inc.

Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp.,
MYM International Brands Inc., and Highland Grow Inc.

Time Summary

For the period ending August 31, 2023

Personnel	Rate (\$)	Hours	Amount (\$)
Noah Goldstein	700	9.00	6,300.00
Murtaza Tallat	525	3.85	2,021.25
Other Staff and administration		0.55	115.50
Total fees		<u>13.40</u>	<u>8,436.75</u>

Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF NOAH GOLDSTEIN

Sworn before me

this 11th day of September, 2023



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires January 27, 2024

Exhibit "B"

Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp.,
 MYM International Brands Inc., and Highland Grow Inc.
 Schedule of Professionals' Time and Rates
 For the Period of February 1, 2023 to August 31, 2023

Name	Role	Hours	Billing Rate (Per Hour)	Total Fees by Professional (\$)
Bobby Kofman	Overall Responsibility	7.00	\$ 800	5,600
Noah Goldstein	Overall Responsibility	101.50	\$ 700	71,050
Murtaza Tallat	All aspects of mandate	103.60	\$ 525	54,390
Other staff and administrative		8.20	\$175 - \$210	1,699
Total hours				220.30
Total fees				<u>\$ 132,738.50</u>
Average hourly rate				602.54

Appendix “D”

**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., 1000491916 ONTARIO INC., 1000492008 ONTARIO INC., 1000491929 ONTARIO INC., 1000492005 ONTARIO INC. AND 1000492023 ONTARIO INC.

Applicants

**AFFIDAVIT OF RYAN JACOBS
(sworn September 11, 2023)**

I, **RYAN JACOBS**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Partner with Cassels Brock & Blackwell LLP ("**Cassels**"), counsel for KSV Restructuring Inc. ("**KSV**") in its capacity as Monitor (the "**Monitor**") of the Applicants, as appointed pursuant to the Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 7, 2022, as amended and restated from time to time (the "**Initial Order**"). As such, I have knowledge of the following matters.

2. Pursuant to the Stalking Horse and SISP Approval Order dated January 9, 2023, the Court approved the fees and disbursements, including Harmonized Sales Tax ("**HST**"), of Cassels in the amount of \$181,723.54 incurred during the period from November 7, 2022 to November 30, 2022. Pursuant to the Stay Extensions Order dated March 9, 2023, the Court approved the fees and disbursements, including HST, of Cassels in the amount of \$89,911.28 incurred during the period December 1, 2022 to February 24, 2023.

3. During the period principally from February 25, 2023 to September 7, 2023, Cassels incurred fees including HST, in the amount of \$95,546.60. Particulars of the work performed are contained in the invoices (the "**Invoices**") attached hereto as **Exhibit "A"**.
4. Attached hereto as **Exhibit "B"** is a summary of the respective years of call and billing rates of each individual at Cassels who acted for the Monitor.
5. Attached hereto as **Exhibit "C"** is a summary of each Invoice in Exhibit "A", the total billable hours charged per Invoice, the total fees charged per Invoice and the average hourly rate charged per Invoice. The average hourly rate charged by Cassels for this period is \$783.64.
6. To complete the remaining activities in respect of these proceedings, Cassels and the Monitor estimate that they will incur up to an aggregate of \$50,000 plus HST in fees and disbursements (the "**Estimated Remaining Fees**"). Cassels and the Monitor therefore seek approval of the Estimated Remaining Fees, in addition to the approval of actual fees to date. By seeking approval in advance for the Estimated Remaining Fees, Cassels and the Monitor will avoid the need to bring a separate fee approval motion later, which will minimize further professional fees.
7. For the sake of clarity, to the extent that the actual future fees of Cassels and the Monitor are less than the Estimated Remaining Fees, both Cassels and the Monitor will only charge the lesser amount.
8. To the best of my knowledge, the rates charged by Cassels throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services, and the rates charged by Cassels for services rendered in similar proceedings.

9. I make this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of counsel of the Monitor, and for no other or improper purpose.

SWORN BEFORE ME)
by videoconference on)
September 11, 2023 in)
accordance with O. Reg. 431/20:)
Administering Oath or Declaration)
Remotely. I was located in the)
City of Toronto in the Province of)
Ontario and the deponent was)
located in the City of Tokyo in the)
Country of Japan.)



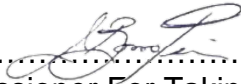
Commissioner for Taking Oaths)



Ryan Jacobs

Commissioner: Jeremy Bornstein
LSO#: 65425C

This is **Exhibit “A”** referred to in the affidavit of Ryan Jacobs, sworn before me by videoconference on September 11, 2023 in accordance with O. Reg. 431/20: Administering Oath or Declaration Remotely. I was located in the City of Toronto in the Province of Ontario and the deponent was located in the City of Tokyo in the Country of Japan.



.....
A Commissioner For Taking Affidavits

Commissioner: Jeremy Bornstein
LSO#: 65425C



Trichome Financial Corp
1027 Yonge Street
Suite 300 - 3rd Floor
Toronto, ON M4W 2K9

Invoice No: 2194780
Date: March 16, 2023
Matter No.: 057984-00001
GST/HST No.: R121379572
Lawyer: Jacobs, Ryan
Tel.: (416) 860-6465
E-mail: RJacobs@cassels.com

Re: Project Blunt

Fees for professional services rendered up to and including March 16, 2023

OUTSTANDING INVOICES				
Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2193606	02/28/23	28,199.72	0.00	28,199.72
2194780	03/16/23	8,604.39	0.00	8,604.39
Total (CAD)		36,804.11	0.00	36,804.11

Our Fees	7,614.50
HST @ 13.00%	989.89
TOTAL (CAD)	8,604.39
OUTSTANDING ACCOUNT (February 1-24, 2023)	28,199.72
TOTAL AMOUNT DUE (CAD)	36,804.11

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Scotia Plaza, Suite 2100, 40 King Street West
Toronto, Ontario, M5H 3C2 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2194780
Matter No.: 057984-00001
Amount: **CAD 8,604.39**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP

Suite 2100, Scotia Plaza, 40 King Street West, Toronto, ON M5H 3C2 Canada | t: 416 869 5300 | f: 416 360 8877 | cassels.com

FEE DETAIL			
Date	Name	Description	Hours
Feb-27-23	J. Bornstein	Analyze draft affidavit; Email from J Dietrich re same; Instructions to S Fernandes regarding fee affidavit;	0.30
Feb-27-23	J. Dietrich	Review of draft affidavit and email track changes comments on same;	0.80
Feb-27-23	S. Fernandes	Draft fee affidavit;	0.50
Feb-28-23	R. Jacobs	Review draft report and correspondence with Cassels team regarding same.	0.60
Feb-28-23	J. Dietrich	Review of comments on affidavit and confirmation regarding same;	0.20
Feb-28-23	S. Fernandes	Draft fee affidavit;	1.20
Feb-28-23	J. Bornstein	Call and emails with N Goldstein regarding affidavit; Emails with Cassels team re same and order; Emails with Bennett Jones team re same; Further instructions to S Fernandes regarding fee affidavit;	0.70
Mar-01-23	S. Fernandes	Review and revise fee affidavit; circulate fee affidavit for internal review;	0.20
Mar-01-23	J. Bornstein	Emails with Bennett Jones and KSV team re sale of inventory;	0.10
Mar-02-23	S. Fernandes	Review and revise fee affidavit; finalize fee affidavit;	1.10
Mar-02-23	J. Bornstein	Analyze fee affidavit and invoices; Emails with Cassels team re same; Instruction to S Fernandes re same; Analyze motion record;	0.60
Mar-03-23	J. Bornstein	Emails with Cassels team regarding Monitors report; Emails with KSV team re same; Analyze Monitor's report; Emails with Cassels team regarding fee affidavit and analyze same; Emails with KSV team re same;	1.00
Mar-03-23	S. Fernandes	Revise and finalize fee affidavit; attend video call wit R. Jacobs to administer oath and witness signature; commission fee affidavit; correspondence attaching commissioned affidavit to M. Tallat and N. Goldstein; draft service email;	0.30
Mar-03-23	J. Dietrich	Review of draft report and provide comments on same;	0.70
Mar-03-23	R. Jacobs	Review affidavit, Meeting with S. Fernandes regarding same.	0.50
Mar-04-23	J. Bornstein	Emails with KSV, Bennett Jones and Cassels team regarding revised report; Analyze Bennett Jones comment on report;	0.10
Mar-06-23	J. Bornstein	Instruction regarding service of report; Analyze report and emails with KSV team re same;	0.40
Mar-06-23	S. Fernandes	Correspondence with N. Goldstein re timing of the Fourth Report; review Fourth Report; revise affidavit of service; serve Fourth Report to service list; swear affidavit of service; coordinate with B. Nasri compilation of affidavit of service and filing and upload of Fourth Report and Third Report to caselines;	0.60
Mar-08-23	R. Jacobs	Prep for hearing. Review correspondence regarding LOIs.	0.70

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bornstein, Jeremy	Partner	3.20	685.00	2,192.00
Dietrich, Jane	Partner	1.70	945.00	1,606.50
Jacobs, Ryan	Partner	1.80	1,210.00	2,178.00
Fernandes, Stephanie	Associate	3.90	420.00	1,638.00
Total (CAD)		10.60		7,614.50
Our Fees			7,614.50	
HST @ 13.00%			989.89	
TOTAL FEES & TAXES (CAD)				8,604.39
TOTAL FEES				7,614.50
TOTAL TAXES				989.89
TOTAL FEES & TAXES (CAD)				8,604.39



Trichome Financial Corp
1027 Yonge Street
Suite 300 - 3rd Floor
Toronto, ON M4W 2K9

Invoice No: 2196521
Date: April 11, 2023
Matter No.: 057984-00001
GST/HST No.: R121379572
Lawyer: Jacobs, Ryan
Tel.: (416) 860-6465
E-mail: RJacobs@cassels.com

Re: Project Blunt

Fees for professional services rendered up to and including March 31, 2023

Our Fees	23,901.00
HST @ 13.00%	3,107.13
TOTAL DUE (CAD)	27,008.13

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Scotia Plaza, Suite 2100, 40 King Street West
Toronto, Ontario, M5H 3C2 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2196521
Matter No.: 057984-00001
Amount: **CAD 27,008.13**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP

Suite 2100, Scotia Plaza, 40 King Street West, Toronto, ON M5H 3C2 Canada | t: 416 869 5300 | f: 416 360 8877 | cassels.com

FEE DETAIL			
Date	Name	Description	Hours
Mar-19-23	R. Jacobs	Review SPA, correspondence with Cassels team regarding same.	1.00
Mar-20-23	J. Bornstein	Call with KSV team regarding update on potential sale of inventory and IP;	0.20
Mar-20-23	J. Dietrich	Discussion regarding new SPA;	1.30
Mar-20-23	R. Jacobs	Review purchase agreement. Strategy meeting with KSV and Cassels team regarding same.	1.00
Mar-21-23	J. Bornstein	Call with Bennett Jones, KSV and Company teams regarding share purchase agreement; Email with Bennett Jones team re same; Email to R. Jacobs re same and initial analysis of share purchase agreement; Instructions to S. Fernandes re same;	0.80
Mar-21-23	R. Jacobs	Correspondence with KSV team regarding SPA. Correspondence with J. Bornstein regarding revisions to SPA and strategic next steps.	1.10
Mar-21-23	S. Fernandes	Review draft Share Purchase Agreement;	0.30
Mar-22-23	J. Bornstein	Analyze purchase agreement; Email to KSV team re comments on same; correspondence with R. Jacobs;	1.00
Mar-22-23	R. Jacobs	Review revisions to SPA, correspondence with J. Bornstein regarding same.	0.70
Mar-23-23	J. Bornstein	Analyze share purchase agreement; Call with J Dietrich re same; Emails with Cassels and KSV team re same;	0.50
Mar-23-23	J. Dietrich	Review of draft agreement and discussion with J. Bornstein and R. Jacobs regarding same;	0.40
Mar-23-23	R. Jacobs	Correspondence with Cassels team regarding SPA.	0.50
Mar-24-23	J. Dietrich	Review of email regarding amended SPA;	0.20
Mar-25-23	J. Dietrich	Review of amended SPA;	0.30
Mar-26-23	J. Bornstein	Analyze share purchase agreement and vesting order; Email from Bennett Jones team re same; Emails with Cassels and KSV teams re same;	1.20
Mar-26-23	J. Dietrich	Review of email from J. Bornstein and respond to same;	0.30
Mar-27-23	J. Bornstein	Analyze revised share purchase agreement and vesting order; Emails with KSV and Bennett Jones team re same; Call with N Goldstein re same; Emails with Cassels team re same; Emails with Cassels and KSV team regarding motion re same;	1.00
Mar-27-23	R. Jacobs	Review and comment on latest draft SPA and AVO. Emails with BJs and KSV regarding approval order hearing and Monitor's report.	1.20
Mar-28-23	J. Bornstein	Emails with Bennett Jones team regarding share purchase agreement; Analyze same; Call and emails with J Foster regarding court time; Emails with Cassels and KSV team re same;	0.50
Mar-28-23	J. Dietrich	Review of email regarding court time; review of revised agreement and revised form of order;	0.20

Date	Name	Description	Hours
Mar-28-23	R. Jacobs	Review further revisions to SPA. Correspondence with Cassels and KSV teams. Correspondence regarding hearing date and Monitor's report.	1.00
Mar-29-23	J. Bornstein	Analyze and comment on affidavit; Analyze share purchase agreement re same; Emails with Monitor team re same; Emails with Bennett Jones team re same; Instructions to S Fernandes regarding service of Monitor's report; Emails KSV team regarding Trillium landlord enquiry;	2.70
Mar-29-23	R. Jacobs	Review and comment on draft factum. Correspondence with Cassels and KSV teams regarding same.	1.00
Mar-30-23	A. Nicholas	Reviewing questions from J. Bornstein and considering response; Reviewing law to assist with same; Email to J. Bornstein with response to questions;	0.80
Mar-30-23	S. Fernandes	Coordinate draft affidavit of service; draft service email; review and revise affidavit of service;	0.20
Mar-30-23	J. Bornstein	Emails with Bennett Jones and KSV team regarding service list; Email from Bennett Jones team regarding motion record; Analyze motion record; Emails with KSV team regarding Monitor's report; Instructions to S Fernandes re same; Analyze report and purchase agreement re same; Emails to Cassels team re same;	2.70
Mar-30-23	R. Jacobs	Review draft report. Correspondence with Cassels team regarding same.	1.10
Mar-31-23	J. Bornstein	Analyze and revise Monitor's report; Call with J Dietrich re same; Emails with KSV and Bennett Jones team re same; Emails with Bennett Jones team re service list; Instructions to S Fernandes regarding service; Analyze comments from Bennett Jones team;	0.70
Mar-31-23	S. Fernandes	Review and revise Affidavit of Service; review updated Service List; review service email;	0.50
Mar-31-23	J. Dietrich	Review of draft report and comment on same;	1.20
Mar-31-23	R. Jacobs	Review and comment on draft KSV report. Correspondence with Cassels and KSV teams regarding same.	0.90

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Nicholas, A. Chandimal	Partner	0.80	700.00	560.00
Bornstein, Jeremy	Partner	11.30	685.00	7,740.50
Dietrich, Jane	Partner	3.90	945.00	3,685.50
Jacobs, Ryan	Partner	9.50	1,210.00	11,495.00
Fernandes, Stephanie	Associate	1.00	420.00	420.00
Total (CAD)		26.50		23,901.00

Our Fees	23,901.00	
HST @ 13.00%	3,107.13	
TOTAL FEES & TAXES (CAD)		27,008.13

TOTAL FEES		23,901.00
TOTAL TAXES		3,107.13
TOTAL FEES & TAXES (CAD)		27,008.13

OUTSTANDING INVOICES

Invoice Number	Invoice Date	Bill Amount	Payments / Credits	Balance Due
2194780	03/16/23	8,604.39	0.00	8,604.39
2196521	04/11/23	27,008.13	0.00	27,008.13
Total (CAD)		35,612.52	0.00	35,612.52

Cassels

Attn: Noah Goldstein
Trichome Financial Corp
1027 Yonge Street
Suite 300 - 3rd Floor
Toronto, ON M4W 2K9

Invoice No: 2199731
Date: May 09, 2023
Matter No.: 057984-00001
GST/HST No.: R121379572
Lawyer: Jacobs, Ryan
Tel.: (416) 860-6465
E-mail: RJacobs@cassels.com

Re: Project Blunt

Fees for professional services rendered up to and including April 30, 2023

Our Fees	12,388.00
HST @ 13.00%	1,610.44
TOTAL DUE (CAD)	13,998.44

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Scotia Plaza, Suite 2100, 40 King Street West
Toronto, Ontario, M5H 3C2 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2199731
Matter No.: 057984-00001
Amount: **CAD 13,998.44**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP

Suite 2100, Scotia Plaza, 40 King Street West, Toronto, ON M5H 3C2 Canada | t: 416 869 5300 | f: 416 360 8877 | cassels.com

FEE DETAIL			
Date	Name	Description	Hours
Apr-03-23	J. Bornstein	Revise final monitor's report; Emails with Cassels and KSV team re same; Analyze factum; Emails with Cassels, KSV and Bennett Jones team re same; Emails with CRA re excise tax security;	1.20
Apr-03-23	S. Fernandes	Finalize report for service; serve report to Service List; swear Affidavit of Service;	0.40
Apr-03-23	R. Jacobs	Review and comment on draft factum Correspondence with J. Dietrich regarding case authorities. Correspondence with KSV regarding hearing.	1.10
Apr-04-23	J. Dietrich	Discussion regarding motion; review of email updates;	0.30
Apr-04-23	R. Jacobs	Prep work for hearing. Correspondence with J. Dietrich and J. Bornstein. Correspondence regarding CRA position on excise.	0.80
Apr-04-23	J. Bornstein	Email with N Goldstein regarding inventory issue raised by purchaser's counsel; Call with J Dietrich regarding vesting order motion;	0.20
Apr-05-23	S. Fernandes	Draft and finalize Monitor's Certificate; correspondence with N. Goldstein and M. Tallat re signature to Certificate;	0.20
Apr-05-23	J. Bornstein	Emails with Bennett Jones team regarding motion for approval and vesting order; Emails with KSV and Bennett Jones team regarding CRA security; Instructions to S Fernandes regarding Monitor's certificate; Emails with Bennett Jones team re same; Analyze factum and prepare for vesting order hearing;	1.20
Apr-05-23	R. Jacobs	Prep for hearing. Correspondence with J. Bornstein regarding same.	0.80
Apr-06-23	J. Bornstein	Prepare for and attend approval and vesting order hearing; Analyze order and endorsement re same; Emails with Cassels team re same; Emails with Bennett Jones and KSV team re closing matters; Analyze closing agenda and transaction documents re same; Emails with Bennett Jones and Torkin Manes team regarding satisfaction of closing conditions and Monitor's certificate; Instructions to S Fernandes regarding serving Monitor's certificate;	2.30
Apr-06-23	R. Jacobs	Correspondence with J. Bornstein regarding vesting order hearing and next steps.	0.30
Apr-06-23	S. Fernandes	Attend hearing; correspondence with client re Monitor's Certificate; draft service email; serve Monitor's Certificate to Service List;	0.70
Apr-11-23	S. Fernandes	Serve files copy of Monitor's Certificate to Service List;	0.10
Apr-24-23	J. Bornstein	Emails with KSV team regarding unpaid vacation pay and directors liability; Emails with Cassels team re same; Analyze response from M Constantine re same;	0.40
Apr-24-23	R. Jacobs	Meeting with Company. BJs and KSV regarding transaction development. Correspondence with J. Dietrich re same.	0.80
Apr-24-23	M. Constantine	Review and consider correspondence from J. Bornstein	1.50

Date	Name	Description	Hours
		regarding vacation pay carryover issue and scope of director liability for unpaid vacation pay; research regarding same; correspondence with J. Bornstein regarding same.	
Apr-25-23	J. Bornstein	Draft email to KSV regarding unpaid vacation pay and directors liability; Emails with M Constantine re same;	0.40
Apr-25-23	M. Constantine	Follow-up correspondence with J. Bornstein regarding vacation pay and director liability issue.	0.20
Apr-26-23	J. Bornstein	Analyze email from employment team regarding vacation pay; Call with employment team re same; Email to N Goldstein re same;	0.60
Apr-26-23	M. Constantine	Telephone call with J. Bornstein to discuss vacation pay and director liability issue.	0.30
Apr-27-23	M. Constantine	Review and consider correspondence from J. Bornstein regarding vacation pay issues and related wording in employment agreements; prepare legal analysis of potential impact of vacation accrual on director and officer liability for unpaid vacation pay.	1.10
Apr-27-23	J. Bornstein	Emails with N Goldstein and M Constantine regarding director liability for vacation pay; Analyze form of employment agreement re same;	0.20
Apr-28-23	J. Bornstein	Analyze email from employment team regarding additional vacation pay analysis; Email to N Goldstein re same;	0.50

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Constantine, Maria	Partner	3.10	685.00	2,123.50
Bornstein, Jeremy	Partner	7.00	685.00	4,795.00
Dietrich, Jane	Partner	0.30	945.00	283.50
Jacobs, Ryan	Partner	3.80	1,210.00	4,598.00
Fernandes, Stephanie	Associate	1.40	420.00	588.00
Total (CAD)		15.60		12,388.00

Our Fees	12,388.00
HST @ 13.00%	1,610.44
TOTAL FEES & TAXES (CAD)	13,998.44

TOTAL FEES	12,388.00
TOTAL TAXES	1,610.44
TOTAL FEES & TAXES (CAD)	13,998.44

Cassels

Attn: Noah Goldstein
Trichome Financial Corp
1027 Yonge Street
Suite 300 - 3rd Floor
Toronto, ON M4W 2K9

Invoice No: 2204475
Date: June 29, 2023
Matter No.: 057984-00001
GST/HST No.: R121379572
Lawyer: Jacobs, Ryan
Tel.: (416) 860-6465
E-mail: RJacobs@cassels.com

Re: Project Blunt

Fees for professional services rendered up to and including May 31, 2023

Our Fees	17,479.00
HST @ 13.00%	2,272.27
TOTAL DUE (CAD)	19,751.27

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2204475
Matter No.: 057984-00001
Amount: **CAD 19,751.27**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
May-01-23	M. Constantine	Email correspondence with J. Bornstein regarding vacation pay and director liability issues.	0.20
May-02-23	J. Bornstein	Call with M Constantine regarding D&O liability and vacation pay; Emails with N Goldstein and M Constantine re same;	0.40
May-02-23	M. Constantine	Prepare for and attend telephone call with J. Bornstein regarding vacation pay accrual issue.	0.50
May-04-23	J. Bornstein	Call with N Goldstein and M Constantine re vacation pay; Emails with N Goldstein and TFC team re employment matters;	0.30
May-04-23	M. Constantine	Prepare for and attend call with J. Bornstein and N. Goldstein to discuss vacation pay issue.	0.50
May-09-23	J. Bornstein	Emails with J Foster re scheduling appearance and related dispute;	0.10
May-10-23	R. Jacobs	Review litigation schedule received from BJs. Correspondence with Cassels team regarding views on same.	0.50
May-10-23	M. Constantine	Prepare draft memorandum to employees regarding vacation pay accrual and directors' and officers' charge; correspondence with J. Bornstein regarding same.	2.30
May-11-23	A. Merskey	Review emails and briefing from J Bornstein on PPA dispute;	0.40
May-11-23	J. Bornstein	Call with A Merskey regarding recievables dispute background;	0.30
May-12-23	R. Jacobs	Strategy meeting with Cassels, BJ and KSV teams regarding litigation schedule. Follow up correspondence with A. Merskey regarding same.	0.50
May-12-23	A. Merskey	Review litigation timetable, attend on briefing call with Bennett Jones and KSV regarding same;	0.60
May-12-23	J. Dietrich	Discussion regarding litigation schedule and related issues;	0.60
May-12-23	J. Bornstein	Call with KSV and Bennett Jones team regarding litigation schedule; Email from KSV team re same; Begin analysis of vacation pay issue;	0.60
May-13-23	J. Bornstein	Analyze and revise memo to employees re vacation pay;	1.10
May-14-23	R. Jacobs	Review revised litigation schedule from Bennett Jones. Correspondence with A. Merskey regarding same.	0.50
May-14-23	J. Bornstein	Analyze and revise letter to employees re vacation pay;	0.50
May-15-23	J. Bornstein	Draft analysis regarding vacation pay recovery; Emails with M Constantine re same; Emails with N Goldstein re same;	1.80
May-15-23	M. Constantine	Review and revise updated version of memorandum to employees regarding vacation pay owing; correspondence with J. Bornstein regarding same.	0.80
May-16-23	J. Bornstein	Draft analysis regarding vacation pay recovery; Emails with M Constantine re same; Emails with N Goldstein re same; Emails with J Dietrich and R Jacobs re same; Call with J Dietrich re same;	3.00

Date	Name	Description	Hours
May-16-23	M. Constantine	Correspondence with J. Bornstein regarding various issues relating to vacation pay calculation.	1.40
May-16-23	J. Dietrich	Review of draft memo, provide comments and discussion with J. Bornstein;	0.90
May-16-23	R. Jacobs	Review draft letter regarding vacation pay. Correspondence with J. Dietrich and J. Bornstein regarding same. Correspondence regarding litigation schedule.	0.80
May-18-23	J. Bornstein	Analyze email from Bennett Jones team re dispute with purchaser; Analyze purchase agreement and deferred consideration note re same; Email to J Foster re same; Analyze aide memoire; Emails with A Merskey re same;	1.50
May-18-23	A. Merskey	Receive and review aide memoire, related emails;	0.20
May-19-23	J. Bornstein	Scheduling hearing regarding dispute with purchaser; Discussion with R Jacobs and J Dietrich re same; Discussion with A Merskey re same; Analyze endorsement re same;	0.60
May-24-23	J. Bornstein	Prepare for and attend call with M Ruschetta and N Goldstein regarding vacation pay;	0.60
May-25-23	A. Merskey	Emails regarding motion timetable and consider issues for same;	0.20

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Merskey, Alan	Partner	1.40	935.00	1,309.00
Bornstein, Jeremy	Partner	10.80	685.00	7,398.00
Constantine, Maria	Partner	5.70	685.00	3,904.50
Dietrich, Jane	Partner	1.50	945.00	1,417.50
Jacobs, Ryan	Partner	2.30	1,500.00	3,450.00
Total (CAD)		21.70		17,479.00

Our Fees	17,479.00
HST @ 13.00%	2,272.27
TOTAL FEES & TAXES (CAD)	19,751.27

TOTAL FEES	17,479.00
TOTAL TAXES	2,272.27
TOTAL FEES & TAXES (CAD)	19,751.27

Cassels

Attn: Noah Goldstein
Trichome Financial Corp
1027 Yonge Street
Suite 300 - 3rd Floor
Toronto, ON M4W 2K9

Invoice No: 2205808
Date: July 18, 2023
Matter No.: 057984-00001
GST/HST No.: R121379572
Lawyer: Jacobs, Ryan
Tel.: (416) 860-6465
E-mail: RJacobs@cassels.com

Re: Project Blunt

Fees for professional services rendered up to and including June 30, 2023

Our Fees	12,389.00
HST @ 13.00%	1,610.57
TOTAL DUE (CAD)	13,999.57

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2205808
Matter No.: 057984-00001
Amount: **CAD 13,999.57**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Jun-01-23	M. Constantine	Review and respond to correspondence from J. Bornstein regarding vacation pay calculation issues.	0.80
Jun-01-23	J. Bornstein	Emails with N Goldstein re vacation pay; Emails with M Constantine re same;	0.20
Jun-02-23	J. Dietrich	Discussion with J. Bornstein regarding open issues;	0.20
Jun-02-23	J. Bornstein	Discussion with J Dietrich regarding vacation pay; Emails with Bennett Jones, KSV and Torkin Manes team regarding cash collateral and accelerated payment of deferred consideration;	0.20
Jun-05-23	J. Bornstein	Analyze wage information re vacation pay; Emails with M Constantine re same and vacation pay calculations;	0.20
Jun-05-23	M. Constantine	Review and consider spreadsheet outlining salary, wages and benefits paid to all employees of Trichome Financial Corp.; begin drafting schedule outlining accrued and unpaid vacation pay owed to remaining and recently dismissed employees.	3.00
Jun-05-23	M. Constantine	Correspondence with J. Bornstein regarding vacation pay schedule.	0.10
Jun-06-23	M. Constantine	Continue drafting schedule outlining accrued and unpaid vacation pay owed to remaining and recently dismissed employees of Trichome Financial Corp.; correspondence with J. Bornstein enclosing initial draft.	1.60
Jun-07-23	R. Jacobs	Review draft settlement agreement. Discussion with A. Merskey and J. Bornstein regarding same. Call with S. Zweig regarding same.	0.90
Jun-07-23	J. Bornstein	Emails with M Constantine regarding vacation pay analysis; Initial review re same;	0.10
Jun-08-23	J. Bornstein	Analyze vacation pay analysis; Emails and call with M Constantine re same; Email to N Golstein re same;	1.20
Jun-08-23	M. Constantine	Further revisions to vacation pay schedule; correspondence with J. Bornstein regarding same.	0.50
Jun-08-23	M. Constantine	Telephone call with J. Bornstein to discuss vacation pay schedule.	0.30
Jun-09-23	A. Merskey	Receive and review settlement documentation, call regarding same;	0.70
Jun-09-23	J. Bornstein	Analyze settlement agreement; Analyze purchase agreement re same; Emails with Bennett Jones team re same; Emails and call with Cassels team re same; Emails with KSV team re same;	1.40
Jun-12-23	J. Bornstein	Emails with Bennett Jones team and Cassels team regarding status of settlement discussions with purchaser;	0.10
Jun-12-23	R. Jacobs	Review email regarding status of settlement.	0.20
Jun-15-23	J. Bornstein	Analyze security for certain employee claims on bankruptcy in relation to vacation pay issues;	0.30
Jun-19-23	J. Bornstein	Analyze settlement agreement documents; Emails with	0.40

Date	Name	Description	Hours
		Cassels team re same; Emails with Bennett Jones team re same;	
Jun-20-23	J. Bornstein	Emails with A Merskey and KSV team regarding comments on settlement documents with Purchaser; Emails with Bennett Jones team re same;	0.20
Jun-20-23	A. Merskey	Review settlement documents and amendments, related emails;	0.40
Jun-27-23	J. Bornstein	Call and emails with N Goldstein regarding vacation pay; Review vacation pay calculation re same; Email from J Foster regarding direction to Monitor; Analyze same;	0.30
Jun-28-23	J. Bornstein	Analyze vacation pay calculation; Emails with KSV team re same; Call with KSV team and Trichome re same; Emails with KSV team regarding accounts receivable payments as agreed upon with purchaser;	1.40
Jun-29-23	J. Bornstein	Review and revise vacation pay analysis; Emails with N Goldstein re same;	0.50
Jun-30-23	J. Bornstein	Call and emails with employees regarding vacation pay; Discussion with N Goldstein re same; Call with D Cohen and emails with N Goldstein re same;	1.10

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Constantine, Maria	Partner	6.30	685.00	4,315.50
Bornstein, Jeremy	Partner	7.60	685.00	5,206.00
Merskey, Alan	Partner	1.10	935.00	1,028.50
Jacobs, Ryan	Partner	1.10	1,500.00	1,650.00
Dietrich, Jane	Partner	0.20	945.00	189.00
Total (CAD)		16.30		12,389.00
Our Fees			12,389.00	
HST @ 13.00%			1,610.57	
TOTAL FEES & TAXES (CAD)				13,999.57
TOTAL FEES				12,389.00
TOTAL TAXES				1,610.57
TOTAL FEES & TAXES (CAD)				13,999.57

Cassels

Attn: Noah Goldstein
Trichome Financial Corp
1027 Yonge Street
Suite 300 - 3rd Floor
Toronto, ON M4W 2K9

Invoice No: 2208791
Date: August 15, 2023
Matter No.: 057984-00001
GST/HST No.: R121379572
Lawyer: Jacobs, Ryan
Tel.: (416) 860-6465
E-mail: RJacobs@cassels.com

Re: Project Blunt

Fees for professional services rendered up to and including July 31, 2023

Our Fees	6,505.50
HST @ 13.00%	845.72
TOTAL DUE (CAD)	7,351.22

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter #

Invoice No: 2208791
Matter No.: 057984-00001
Amount: **CAD 7,351.22**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Jul-12-23	J. Bornstein	Emails with Bennett Jones team regarding termination order; Analyze and comment on same; Emails and call with J Dietrich re same;	1.70
Jul-12-23	J. Dietrich	Review of draft termination order and discussion regarding comments with J. Bornstein;	0.30
Jul-12-23	R. Jacobs	Review and comment on draft termination order. Correspondence with Cassels team regarding same.	1.00
Jul-14-23	J. Bornstein	Call and emails with J Foster regarding termination order;	0.40
Jul-17-23	J. Bornstein	Analyze and revise CCAA termination order; Email to KSV team re same;	0.70
Jul-24-23	R. Jacobs	Review termination order. Correspondence with Cassels team regarding same.	0.20
Jul-27-23	J. Bornstein	Emails with N Goldstein regarding D&O release; Emails and call with A Hoy regarding instructions re same; Analyze precedents re same;	0.50
Jul-27-23	A. Hoy	Preparing D&O release (Trichome)	0.40
Jul-28-23	A. Hoy	Preparing Release Form for Claims against D&Os	2.30
Jul-29-23	J. Bornstein	Analyze and revise release re vacation pay;	0.90
Jul-31-23	J. Bornstein	Analyze and revise release; Emails with J Dietrich and R Jacobs re same; Email to N Goldstein re same; Emails with Cassels and Bennett Jones team regarding termination motion;	0.60

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bornstein, Jeremy	Partner	4.80	685.00	3,288.00
Dietrich, Jane	Partner	0.30	945.00	283.50
Jacobs, Ryan	Partner	1.20	1,500.00	1,800.00
Hoy, Alec	Associate	2.70	420.00	1,134.00
Total (CAD)		9.00		6,505.50

Our Fees	6,505.50	
HST @ 13.00%	845.72	
TOTAL FEES & TAXES (CAD)		7,351.22

TOTAL FEES	6,505.50
TOTAL TAXES	845.72
TOTAL FEES & TAXES (CAD)	7,351.22



Attn: Noah Goldstein
Trichome Financial Corp
1027 Yonge Street
Suite 300 - 3rd Floor
Toronto, ON M4W 2K9

Invoice No: 2211047
Date: September 11, 2023
Matter No.: 057984-00001
GST/HST No.: R121379572
Lawyer: Jacobs, Ryan
Tel.: (416) 860-6465
E-mail: RJacobs@cassels.com

Re: Project Blunt

Fees for professional services rendered up to and including September 07, 2023

Our Fees	5,611.50
Less: Discount	(1,334.00)
Total Fees	<hr/> 4,277.50
HST @ 13.00%	556.08
TOTAL DUE (CAD)	4,833.58

We are committed to protecting the environment.

Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE: Email payment details to payments@cassels.com

CAD EFT and Wire:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance St., Toronto, ON, M5H 0B4 Canada

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and
you are required to enter the first six digits of the
matter #

Invoice No: 2211047
Matter No.: 057984-00001
Amount: **CAD 4,833.58**

e-Transfer Payments: payments@cassels.com

Credit Card Payments: payments.cassels.com

Cassels Brock Blackwell LLP | cassels.com

Suite 3200, Bay Adelaide Centre - North Tower, 40 Temperance Street, Toronto, ON M5H 0B4 Canada | t: 416 869 5300 | f: 416 360 8877

FEE DETAIL			
Date	Name	Description	Hours
Aug-23-23	J. Bornstein	Analyze and comment on affidavit; Emails and call with J Foster re same; Emails with KSV and Cassels team re same; Analyze transaction materials and prior reports re same;	2.20
Aug-23-23	R. Jacobs	Comment on latest termination order. Correspondence with Cassels team regarding issues on same.	0.50
Aug-23-23	J. Dietrich	Review of draft affidavit and revised draft order; exchange of messages with J. Bornstein regarding draft material;	0.60
Aug-24-23	S. Fernandes	Review precedent fee affidavit;	0.30
Aug-25-23	S. Fernandes	Draft fee affidavit;	0.20
Aug-27-23	J. Bornstein	Analyze and revise affidavit; Call and emails with N Goldstein re same;	1.20
Aug-28-23	J. Bornstein	Emails with Bennett Jones and KSV team regarding comments on affidavit;	0.10
Aug-28-23	S. Fernandes	Draft Fee Affidavit; review and finalize draft fee affidavit;	1.10
Sep-05-23	J. Bornstein	Emails and call with N Goldstein and S Thom regarding purchaser and OCRC dispute; Analyze purchase agreement re same;	0.90
Sep-06-23	J. Bornstein	Call with Torkin Manes team regarding purchaser dispute with OCRC; Call with J Dietrich re same; Call with N Goldstein re same; Emails and call with J Foster re same;	1.10

FEE SUMMARY				
Name	Title	Hours	Rate	Amount
Bornstein, Jeremy	Partner	5.50	685.00	3,767.50
Jacobs, Ryan	Partner	0.50	1,210.00	605.00
Dietrich, Jane	Partner	0.60	945.00	567.00
Fernandes, Stephanie	Associate	1.60	420.00	672.00
Total (CAD)		8.20		5,611.50

Our Fees	5,611.50
Less: Discount	(1,334.00)
Total Fees	4,277.50
HST @ 13.00%	556.08
TOTAL FEES & TAXES (CAD)	4,833.58

TOTAL FEES	4,277.50
TOTAL TAXES	556.08
TOTAL FEES & TAXES (CAD)	4,833.58

This is **Exhibit “B”** referred to in the affidavit of Ryan Jacobs, sworn before me by videoconference on September 11, 2023 in accordance with O. Reg. 431/20: Administering Oath or Declaration Remotely. I was located in the City of Toronto in the Province of Ontario and the deponent was located in the City of Tokyo in the Country of Japan.



.....
A Commissioner For Taking Affidavits

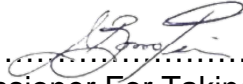
Commissioner: Jeremy Bornstein
LSO#: 65425C

EXHIBIT "B"
Summary of Respective Years of Call and Billing Rates of
Cassels Brock & Blackwell LLP
for the period February 25, 2023 to September 7, 2023

Year of Call	Lawyer	Rate (\$) (2023)	Total Hours Worked	Total Fees Billed (\$)
2011 (Ontario)/ 2004 (New York)	Ryan Jacobs ¹	1,210.00	20.20	24,587.00
2004	Jane Dietrich	945.00	8.50	8,032.50
1999	Alan Merskey	935.00	2.50	2,337.50
2014	Jeremy Bornstein	685.00	50.20	34,387.00
2014	Maria Constantine	685.00	15.10	10,343.50
2006	Chandimal A. Nicholas	700.00	0.80	560.00
2022	Stephanie Fernandes	420.00	7.90	3,318.00
2022	Alec Hoy	420.00	2.70	1,134.00

¹ Invoice #2211047 has been discounted such that Ryan Jacobs' effective rate across all invoices set out in Exhibit "A" is \$1,210.

This is **Exhibit “C”** referred to in the affidavit of Ryan Jacobs, sworn before me by videoconference on September 11, 2023 in accordance with O. Reg. 431/20: Administering Oath or Declaration Remotely. I was located in the City of Toronto in the Province of Ontario and the deponent was located in the City of Tokyo in the Country of Japan.



.....
A Commissioner For Taking Affidavits

Commissioner: Jeremy Bornstein
LSO#: 65425C

Exhibit "C"
Calculation of Average Hourly Billing Rates of
Cassels Brock & Blackwell LLP
for the period February 25, 2023 to September 7, 2023

Invoice No./ Period	Fees (\$)	HST (\$)	Total Fees and HST (\$)	Hours Billed	Average Billed Rate (\$)
#2194780	7,614.50	989.89	8,604.39	10.60	718.35
#2196521	23,901.00	3,107.13	27,008.13	26.50	901.92
#2199731	12,388.00	1,610.44	13,998.44	15.60	794.10
#2204475	17,479.00	2,272.27	19,751.27	21.70	805.48
#2205808	12,389.00	1,610.57	13,999.57	16.30	760.06
#2208791	6,505.50	845.72	7,351.22	9.00	722.83
#2211047	4,277.50	556.08	4,833.58	8.20	521.65
Total	84,554.50	10,992.10	95,546.60	107.90	783.64

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.

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

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

PROCEEDING COMMENCED AT
TORONTO

**AFFIDAVIT OF RYAN JACOBS
(sworn September 11, 2023)**

Cassels Brock & Blackwell LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Ryan Jacobs LSO#: 59510J

Tel: 416.860.6465
rjacobs@cassels.com

Jane Dietrich LSO#: 49302U

Tel: 416.860.5223
jdietrich@cassels.com

Jeremy Bornstein LSO#: 65425C

Tel: 416.869.5386
jbornstein@cassels.com

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 OF TRICHOME FINANCIAL CORP., 1000491916
ONTARIO INC., 1000492008 ONTARIO INC., 1000491929 ONTARIO INC., 1000492005 ONTARIO INC. AND 1000492023
ONTARIO INC.**

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

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

PROCEEDING COMMENCED AT
TORONTO

**SIXTH REPORT OF KSV RESTRUCTURING INC. IN ITS
CAPACITY AS COURT-APPOINTED MONITOR**

Cassels Brock & Blackwell LLP

Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Ryan Jacobs LSO#: 59510J

Tel: 416.860.6465
rjacobs@cassels.com

Jane Dietrich LSO#: 49302U

Tel: 416.860.5223
jdietrich@cassels.com

Jeremy Bornstein LSO#: 65425C

Tel: 416.869.5386
jbornstein@cassels.com

Lawyers for the Monitor