ksv advisory inc.

November 7, 2022

Pre-Filing Report of KSV Restructuring Inc. as Proposed CCAA Monitor of Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc., and Highland Grow Inc.

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Court File No.:_______________

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.

PRE-FILING REPORT OF KSV RESTRUCTURING INC. AS PROPOSED MONITOR

NOVEMBER 7, 2022

1.0 Introduction

1. KSV Restructuring Inc. ("KSV") understands that 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") intend to make an application to the Ontario Superior Court of Justice (Commercial List) (the "Court") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), for an initial order (the "Initial Order") granting, among other things, the Applicants protection under the CCAA and appointing KSV as the CCAA monitor (in such capacity, the "Monitor").

2. The principal purposes of these CCAA proceedings are to create a stabilized environment to enable the Applicants to: (i) secure urgently required debtor-in-possession financing; and (ii) pursue a restructuring of their business and/or sale of the business and assets of the Applicants by conducting a Court-supervised sale and investor solicitation process (the "SISP"), while continuing operations in the ordinary course of business with the breathing space afforded by filing for protection under the CCAA. No relief is being sought at the initial application in respect of the SISP.

3. If the Initial Order is granted, the Applicants intend to return to Court within ten days (the "Comeback Motion") to seek the Court's approval of an Amended and Restated Initial Order which, *inter alia,* would:

   a) increase the amount of each of the D&O Charge and the DIP Lender's Charge (as each is defined below); and

   b) extend the stay of proceedings to February 3, 2023.

4. At the Comeback Motion, the Applicants also intend to seek an order approving a SISP.

5. The Affidavit of Michael Ruscetta, Chief Executive Officer of Trichome and a director of each of the Applicants, sworn November 6, 2022 in support of the CCAA application (the "Ruscetta Affidavit"), provides, among other things, the Applicants' background, including the reasons for the commencement of these CCAA proceedings.

6. If the Court grants the relief set out in the Initial Order, the Court materials filed in these proceedings will be made available by KSV on its website at https://www.ksvadvisory.com/insolvency-cases/case/trichome.

7. KSV is filing this report ("Report") as proposed Monitor. If the Initial Order is granted by the Court, the Monitor will file a subsequent report to Court in respect of the Comeback Motion.

1.1 Purposes of this Report

1. The purposes of this Report are to:

   a) provide KSV's qualifications to act as Monitor;

   b) provide certain background information about the Applicants;

   c) report on the Applicants' cash flow projection for the period November 7, 2022 to February 3, 2023 (the "Cash Flow Forecast");

   d) summarize the terms of a proposed debtor-in-possession facility agreement (the "DIP Facility") to be made available to the Applicants by Cortland Credit Lending Corporation ("Cortland"), in its capacity as agent (the "Agent") for and on behalf of certain lenders (the "DIP Lender") pursuant to the terms of a DIP Facility agreement (the "DIP Facility Agreement");

   e) address the Applicants' request that the Court issue an order allowing the Applicants to borrow up to $1,825,000 (the "Interim Advance") under the DIP Facility to fund its business and operations until the Comeback Motion;

f) discuss the rationale for the following provisions in the Initial Order:

- a charge in the amount of $750,000 (the "Administration Charge") on the Applicants' current and future property, assets and undertaking (collectively, the "Property") to secure the fees and disbursements of the Monitor, its legal counsel (Cassels Brock & Blackwell LLP ("Cassels")), and the Applicants' counsel (Bennett Jones LLP);

- a charge in the amount of $967,000 on the Property in favour of the directors and officers of the Applicants (the "D&O Charge");

- a charge on the Property in favour of the DIP Lender (the "DIP Lender's Charge" and collectively with the D&O Charge and the Administration Charge, the "Charges") to secure the advances made under the DIP Facility;

- the proposed priority of the Charges;

- a provision permitting the Applicants to pay certain pre-filing obligations to essential suppliers, subject to first obtaining the Monitor's and DIP Lender's consent; and

- a provision granting the Applicants a stay of proceedings up to and including the date of the Comeback Motion; and

g) provide the proposed Monitor's recommendations regarding the relief sought by the Applicants in their application materials.

1.2 Restrictions

1. In preparing this Report, KSV has relied upon the Applicants' unaudited financial information, books and record and discussions with the Applicants' management and legal counsel.

2. KSV 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, KSV 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.

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. KSV expresses no opinion or other form of assurance on whether the Cash Flow Forecast will be achieved.

1.3 Currency

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

1.4 KSV's Qualifications to Act as Monitor

1. KSV is a licensed trustee within the meaning of Section 2(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA"). KSV is not subject to any of the restrictions to act as monitor set out in Section 11.7(2) of the CCAA.

2. KSV has consented to act as monitor in these proceedings should the Initial Order be granted. A copy of KSV's consent to act as Monitor is attached as Appendix "A".

3. KSV has significant experience acting as CCAA monitor and other court officer capacities in formal insolvency proceedings, including experience in the cannabis sector.

4. KSV has been involved with the Applicants' preparation for this filing for the last several weeks. During that time, it has obtained an understanding of the Applicants' financial and operational challenges. In 2020, KSV was the Monitor of James E. Wagner Cultivation Corporation ("JWC") and several related entities (collectively, the "JWC Group"). TJAC purchased substantially all the assets of the JWC Group, which business was carried on by TJAC. KSV's knowledge from its prior mandate with JWC will assist it to act as Monitor in these proceedings if the Court grants the Initial Order.

5. Neither KSV nor any of its representatives or affiliates has at any time in the past two years been: (a) a director, officer or employee of any member of the Applicants; (b) related to any member of the Applicants, or to any director or officer of any member of the Applicants; or (c) the auditor, accountant or legal counsel, or a partner or an employee of the auditor, accountant or legal counsel, of any member of the Applicants.

2.0 Background

1. The Ruscetta Affidavit provides background information with respect to the Applicants' business and operations. The information in this Report does not repeat all of the information in the Ruscetta Affidavit.

2. Each of the Applicants is a direct or indirect subsidiary of IM Cannabis Corp. ("IMCC"). IMCC has operations in Israel, Canada and Germany. IMCC's common shares are listed under the symbol "IMCC" on the NASDAQ Capital Market and the Canadian Securities Exchange. IMCC is not an Applicant in these CCAA proceedings.

2.1 Applicants

1. There are six Applicants in these proceedings. The Applicants' corporate chart is attached as Appendix "B". Each of the Applicants is discussed below.

2.1.1 Trichome and TJAC

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 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 monitor. In addition to being the JWC Group's senior ranking lender, Trichome was the debtor-in-possession lender in the CCAA proceedings (the "JWC DIP"). Pursuant to an order issued on June 2, 2020, the Court approved a transaction (the "JWC Transaction") between the JWC Group and Trichome 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. In March 2021, IMCC acquired all of the issued and outstanding shares of Trichome (the "IMCC Transaction").

4. TJAC is now one of Trichome's two operating subsidiaries through which the Applicants' business operations are conducted. 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") and operates 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").

2.1.2 MYM, MYMB and Highland

1. MYM is a wholly-owned subsidiary of Trichome, which was acquired pursuant to an arrangement agreement (the "MYM Arrangement Agreement") dated March 31, 2021 with IMCC and Trichome. Among other things, the MYM Arrangement Agreement contemplated IMCC's acquisition, through Trichome, of all of the issued and outstanding common shares of MYM in exchange for common shares of IMCC by way of a statutory plan of arrangement (the "MYM Arrangement"). The MYM Arrangement was completed on July 9, 2021.

2. MYM is the direct and indirect parent of MYMB and Highland, respectively. Highland is a Canadian cultivator, processor and distributor of ultra-premium cannabis. MYMB, through which MYM holds its interest in Highland, does not carry on any active business operations.

3. Highland is also an operating subsidiary of Trichome. 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"). The Monitor understands that in an effort to conserve costs, the Applicants recently ceased cultivation in the Highland Facility and have centralized all cultivation at the Manitou Facility. The Highland Facility is still used for processing and packaging.

2.1.3 TRC

1. TRC is an Applicant in these CCAA proceedings and is a wholly-owned subsidiary of TJAC. TRC does not and has not carried on any operations.

2.2 Business of the Applicants

1. The Applicants' only operating subsidiaries are TJAC and Highland. Trichome centrally manages all aspects of the business, including providing administrative support, cash management, and strategic decision-making.

2. The Applicants collectively employ or engage approximately 238 persons, 12 of which are engaged as consultants with the remainder as employees. The Applicants' employees are not unionized and the Applicants do not maintain a pension plan. The Applicants' employees are located at the following locations:

Facility	Number of Personnel
Manitou Facility	87
Trillium Facility	41
Highland Facility	36
Corporate and other	74

3. In addition to the Highland Facility, which is owned, the Applicants lease the following three premises.[1]

Lessor	Purpose	Address	Monthly rent ($)
TJAC	Cultivation facility	30 Manitou Drive, Kitchener, ON	243,664
TJAC	Processing and Packaging facility	855 Trillium Drive, Unit B, Kitchener, ON	13,475
MYM	Office space	1095 West Pender Street, Vancouver, BC	10,568

4. Since the completion of the JWC CCAA proceedings, TJAC and Highland have successfully positioned their "WAGNERS" and "Highland Grow" brands, respectively, to become market leaders in the premium and ultra-premium dried flower and pre-roll segments in Canada. In that respect, the Applicants have grown their consolidated revenue (which was virtually nil for TJAC in 2020, at the conclusion of JWC's CCAA proceedings) to over $30 million for the twelve months ending June 30, 2022.

[1] Until October 31, 2022, Trichome also leased office space at 1027 Yonge Street, Toronto, ON.

5. Despite the significant increase in revenue, the Applicants' businesses have been impaired by persistent and increasing liquidity issues. The Applicants are now facing a severe liquidity crisis and have accrued significant accounts payable (approximately $7.7 million), of which approximately $7.4 million is overdue, with a large portion owing to essential suppliers. The Applicants' inability to pay their vendors has negatively impacted the Applicants' business. The Applicants are currently unable to purchase cannabis from third-party suppliers and fill purchase orders, which resulted in lost revenue of approximately $2 million in the third quarter of 2022.

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 an amending agreement dated August 27, 2021, and an amending agreement dated March 31, 2022 (collectively, the ABL Agreement"). TJAC is the borrower under the ABL Agreement, and each of the other Applicants are guarantors.

2. The ABL Agreement provides for a revolving credit facility (the "ABL 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. Amounts advanced under the ABL Agreement bear interest at the greater of (i) 9.75% and (ii) the TD prime rate, plus 7.3%. The current TD prime rate is 6.1%. Accordingly, the current annual interest rate for the ABL Agreement is 13.4%.

4. As at November 1, 2022, the principal amount outstanding under the ABL Agreement was approximately $4.7 million (interest and costs continue to accrue). The Applicants lack availability under the ABL Facility to fund their business in the ordinary course. As a result of the Applicants' financial circumstances, as at the date of this Report, TJAC is in breach of certain terms of the ABL Agreement, and accordingly, cannot obtain further advances under the ABL Agreement.

5. In recent weeks, the Applicants have engaged in discussions with the Agent regarding a consensual restructuring. These discussions culminated in the proposed DIP Facility, which is discussed in Section 5 below.

6. Cassels has reviewed Cortland's loan and security documents and has delivered an opinion, subject to the standard qualifications and assumptions, confirming that Cortland has a validly perfected security interest in the property and assets of TJAC subject to standard exclusions. The scope of security granted by (a) Trichome as security for its guarantee of the obligations under the ABL Agreement extends to either (i) equity interests held by Trichome and any debt of TJAC owed to Trichome

or (ii) all of Trichome's property and assets subject to standard exclusions and (b) the remaining Applicants as security for their guarantee of the obligations under the ABL Agreement extends to either (i) equity interests held by such Applicants and specified in the applicable security agreement and all monies received or derived therefrom and other collateral relating to those pledged securities or (ii) all of the property and assets of such remaining Applicants subject to standard exclusions (in the cases of each of Trichome and the remaining Applicants, the uncertainty arises from conflicting terms in the loan and security documents). A copy of the security opinion is available on request.

3.1.2 Trichome

1. Upon closing the JWC Transaction, approximately $7 million of the then outstanding JWC DIP was assumed in the form of a secured convertible debenture dated August 28, 2020 issued by TJAC in favour of Trichome, 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, plus 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 "Secured Promissory Note", and together with the Secured Debenture, the "Secured Trichome Loans").

2. As of September 30, 2022, approximately $20.6 million (inclusive of accrued interest) and approximately $7.1 million (inclusive of accrued interest) are owing to Trichome under the Secured Promissory Note and the Secured Debenture, respectively. Interest and fees continue to accrue.

3. As of the date of this Report, KSV has not instructed Cassels to complete a security review of the Secured Trichome Loans, although KSV notes that it is aware that Trichome has a registered PPSA security interest against TJAC. KSV intends to instruct Cassels to complete a review of the Secured Trichome Loans only if there are realizations sufficient to make distributions in respect of the Secured Trichome Loans.

3.1.3 Other Secured Creditors and Trust Creditors

1. According to the *Personal Property Security Act* (Ontario) search, Kempenfelt, a Division of Bennington Financial Corp. is the only other party with a PPSA registration against TJAC in connection with a forklift leased by TJAC. There are no other registrations other than those registered by Trichome and Cortland.

2. Based on the Applicants' books and records, as of November 1, 2022, the Applicants owed approximately $384,000 to the Canada Revenue Agency ("CRA") in respect of GST/HST obligations as reflected in the table below:

Entity	Amount ($)
TJAC	82,000
Trichome	66,000
Highland	92,000
MYM	144,000

3. In addition to the above, Trichome has a liability in respect of unremitted source deductions in connection with shares of Trichome issued to Trichome employees pursuant to the IMCC Transaction of approximately $5.3 million, as detailed in the Ruscetta Affidavit.

3.2 Unsecured Creditors and other claims

1. The Applicants' unsecured obligations as of November 1, 2022, totalled approximately $30.3 million and are summarized in the table below. The unsecured obligations[2] consist primarily of the following:

($000s; unaudited) Applicant	CRA, Excise Taxes[3]	Intercompany	Trade and other vendors	IMCC Promissory Note	Total
Trichome	-	-	894	12,500	13,394
TJAC	-	4,149	5,130	-	9,279
MYM	1,260	-	593	-	1,853
Highland	801	4,152	823	-	5,776
Total	2,061	8,301	7,440	12,500	30,302

2. Neither TRC nor MYMB have any material unsecured obligations owing as at November 1, 2022.

3. Of the amounts reflected above, virtually all trade payable, excise taxes and the GST/HST discussed above are in significant arrears. The Applicants intend to pay the GST/HST and excise tax arrears during the CCAA proceedings. The Applicants also intend to, if necessary, pay certain limited essential suppliers pre-filing obligations, as discussed further in Section 7 below, in accordance with provisions included in the proposed Initial Order.

4.0 Cash Flow Forecast

1. The Applicants have prepared a Cash Flow Forecast for the period November 7, 2022 to February 3, 2023. The Cash Flow Forecast and the Applicants' statutory report thereon pursuant to Section 10(2)(b) of the CCAA are attached as Appendix "C".

[2] Excludes accrued professional fees and potential litigation.

2. The Cash Flow Forecast reflects that the Applicants require funding of approximately $1.8 million prior to the Comeback Motion, as reflected in the table below.

(unaudited; $000s)	Nov 7 – Nov 16
Receipts	151
Disbursements	
Inventory	(477)
Payroll	(573)
Rent	(16)
Other	(693)
DIP Fees	(200)
	(1,919)
Net Cash Flow	(1,808)
Opening Cash Balance	-
Net Cash Flow	(1.808)
Required DIP	(1,808)

3. Based on KSV's review of the Cash Flow Forecast, the cash flow assumptions appear reasonable. KSV's statutory report on the Cash Flow Forecast is attached as Appendix "D".

4. In order to provide the Applicants with the liquidity required to fund the operations during the CCAA proceedings, the Applicants are seeking approval of the DIP Facility, provided that until the Comeback Motion, the Applicants borrowings under the DIP Facility would be no more than $1.825 million, which is the amount the Applicants believe is the minimum required to fund their business until the Comeback Motion. The amounts are contemplated to be funded under the DIP Lender's Charge.

5. The Cash Flow Forecast has also been reviewed by the DIP Lender, which consents to the proposed Interim Advance amount and the use of proceeds to sustain the business until the Comeback Motion.

5.0 DIP Facility[4]

1. The DIP Facility is summarized below. A copy of the DIP Facility Agreement is provided in Exhibit AA of the Ruscetta Affidavit.

   a) Loan Amount: The maximum principal amount under the DIP Facility is the lesser of (i) $4,875,000; and (ii) the Borrowing Base Amount, as calculated in accordance with the terms of the ABL Agreement, minus the amount of the Pre-Filing Obligations, plus the Over-Advance Amount;

   b) Repayments: all amounts advanced by the Agent on behalf of the Lenders following the Filing Date shall be in respect of the DIP Facility and all repayments by TJAC following the Filing Date will be applied against the Post-Filing Obligations of TJAC to the Agent, for and on behalf of the Lenders, under the DIP Facility;

[4] Capitalized terms not defined in this section have the meanings ascribed to them in the DIP Term Sheet.

c) Termination: The term of the DIP Facility is the earlier of: (i) 16 weeks from the date of the Initial Order (the "Maturity Date"); (ii) the date on which any Event of Default (other than the CCAA Event of Default) occurs or is discovered to have occurred in the past and the Agent has terminated the DIP Facility by notice to TJAC; (iii) the date of a sale of all or a portion of the Collateral, provided the CCAA Proceedings are concurrently terminated with the consent of the Agent; and (iv) unless waived or otherwise consented to by the Agent, the date on which any Credit Party undertakes a liquidity, reorganization event, or Change of Control. The DIP Agreement provides the DIP Lender with the right to terminate the DIP Facility upon 60 days' notice to TJAC if adverse market conditions are negatively affecting the liquidity of the Lender Parties, provided however, that repayment of the outstanding advances under the DIP Facility will not be due and payable until 60 days after receipt of such notice by TJAC, unless otherwise agreed to in writing;

d) Interest rate: 14% per annum;

e) Commitment Fee: $97,000, being 2% of the Facility Limit;

f) Utilization Fee Rate: any unutilized portion of the DIP Facility will bear a utilization fee of 2.4% per annum (which term is consistent with the ABL Agreement);

g) Expenses: TJAC will provide a $100,000 deposit to the Agent to cover legal and other transaction expenses (field exam, inventory and real estate appraisals, etc.). Any unused portion of the deposit is to be refunded to the Borrower;

h) Security: all draws on the DIP Facility shall be secured by the DIP Lender's Charge;

i) Agreed Budget: TJAC shall provide the Agent with a thirteen (13) week cash flow (the "Initial Budget"), which is to be reviewed by the Monitor. The Initial Budget shall reflect on a line-item basis, among other things, a borrowing base calculation reflecting the amount of availability or an over-advance (calculated against receivables and inventory at existing advance rates), anticipated cash flow, cash receipts and disbursements, and sales. The Initial Budget and the proposed use of funds provided for therein shall be in substance satisfactory to the Agent.

j) Conditions: key conditions, which are further detailed in Section 3.4 of the DIP Facility Agreement, include, among other things:

   i. the Agent shall have received a copy of the DIP Facility Agreement executed by each of the Credit Parties;

   ii. the Court shall have issued the Initial Order in form and substance satisfactory to the Agent;

   iii. the Agent shall have received and approved the Budget; and

   iv. no Event of Default shall exist;

k) Reporting: In addition to all other existing reporting requirements set out in the ABL Agreement, reporting obligations include the provision of weekly Borrowing Base Certificate and bi-weekly “rolling” cash flow reports, including negative variance analysis, with such other information as the DIP Lender may reasonably request, from time-to-time, as more fully described in Section 3.9 of the DIP Facility Agreement.

5.1 Recommendation

1. When reviewing the reasonableness of the DIP Facility Agreement, KSV considered the factors set out in Section 11.2 of the CCAA and notes the following:

    a) the Applicants have a critical and immediate need for interim financing. Without access to the DIP Facility, the Applicants will be unable to maintain their operations and advance the restructuring process. The DIP Lender’s Charge will allow the Applicants to continue to operate, including funding payroll, which is immediately required;

    b) KSV believes that approval of the DIP Facility is in the best interests of the Applicants’ stakeholders and will advance the Applicants’ restructuring process. KSV does not believe that creditors of the Applicants will be prejudiced as a result of the approval of the DIP Facility – to the contrary, they will benefit from it as it will allow the business to continue to operate, which will enhance value versus the alternative, which is the discontinuation of operations and the potential liquidation of the Applicants’ assets;

    c) on the application for the Initial Order, the Applicants are seeking approval to borrow, and secure only the amounts funded under the Initial Advance, which are those amounts required to sustain the business until the Comeback Motion;

    d) KSV compared the terms of the DIP Facility to other DIP facilities approved by Canadian courts in CCAA proceedings commenced between 2020 to 2022. The comparison is attached as Appendix “E”. Based on KSV’s review, the cost of the proposed DIP Facility is within the ranges of similar facilities approved by the Court and other Canadian courts in CCAA proceedings, especially given the recent increases in interest rates. The proposed cost of the DIP Facility is only nominally more expensive than the rates under Cortland’s ABL Agreement; and

    e) Trichome, which holds a second ranking security interest in TJAC, has consented to the terms of the proposed DIP Facility.

2. Based on the foregoing, KSV believes that the terms of the DIP Facility are reasonable in the circumstances.

3. As discussed at section 6.3 below, the Applicants are currently only seeking a charge in favour of the DIP Lender to secure the Interim Advance. The Applicants intend to seek an increase in the DIP Lender’s Charge for the maximum principal amount of the DIP Facility at the Comeback Motion.

6.0 Court Ordered Charges

6.1 Administration Charge

1. The Applicants are seeking an Administration Charge in an amount not to exceed $750,000 to secure the fees and expenses of the Monitor, its counsel and the Applicants' counsel. None of these professionals has received a retainer. Significant fees and costs have been incurred, and continue to be incurred, by these professionals.

2. The Administration Charge is a customary provision in an initial order in a CCAA proceeding - it is required to provide security to the professionals engaged to assist a debtor company and to protect them if the debtor is unable to pay professional fees and costs during the CCAA process.

3. The Applicants have worked with Bennett Jones and KSV to estimate the proposed amount of the Administration Charge.

4. KSV believes that the Administration Charge is reasonable and appropriate in the circumstances given the complexities of the Applicants' proceedings, the Applicants' liquidity position, the unpaid professional fees as of the date of this Report, and the professional fees that continue to accrue. Accordingly, the professionals require the benefit of the Administration Charge to protect them for their pre-filing fees related to preparing for these proceedings, as well as for their fees and costs that will be incurred during these proceedings. Without such protection, the professionals are unlikely to be prepared to continue to provide services in these proceedings.

5. KSV understands that the DIP Lender has been consulted and is supportive of the proposed Administration Charge.

6.2 D&O Charge

1. The Cash Flow Forecast contemplates that payroll and sales taxes will continue to be paid in the ordinary course and the Applicants are projected to have sufficient liquidity to do so provided the DIP Lender's Charge is approved in the Initial Order and an increase to the DIP Lender's Charge is approved at the Comeback Motion. The proposed D&O Charge provides protection for the directors and officers should the Applicants fail to pay certain obligations which may give rise to liability for directors and officers, including vacation pay.

2. The directors and officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy or to the extent such coverage is insufficient to pay an indemnified amount as described above. The directors and officers are currently among the potential beneficiaries under two claims-made policies maintained by IMCC for the entire international company, which may not provide adequate coverage. The D&O Charge will only cover the current and future directors and officers for liabilities incurred after the commencement of the CCAA proceedings to the extent relating to the period on or after the date of the Initial Order.

3. As provided in the table below, the amount of the D&O Charge was estimated by the Applicants, in consultation with the proposed Monitor, taking into consideration current vacation pay liability and the estimated payroll obligation, sales tax obligations and excise tax obligations arising during the ten-day period prior to the Comeback Motion:

(unaudited)	Amount ($)
Payroll, including source deductions	355,000
Vacation Pay	298,000
Sales tax	59,000
Excise tax	255,000
Total Directors' Charge	967,000

4. KSV is of the view that the D&O Charge is reasonable in the circumstances and that the continued involvement of the directors and officers is beneficial to the Applicants and these proceedings.

5. The DIP Lender has been consulted and is supportive of the proposed D&O Charge.

6.3 DIP Lender's Charge

1. The Applicants are seeking a charge in favour of the DIP Lender to secure all advances under the DIP Facility. KSV is of the view that the DIP Lender's Charge is required and appropriate as: (i) the Applicants are in immediate need of liquidity, including to fund payroll; (ii) the terms of the DIP Facility are reasonable for the reasons set out in Section 5.1 of this Report; and (iii) the DIP Lender is not prepared to provide further financing without the benefit of the DIP Lender's Charge.

6.4 Priority of Charges

1. The Applicants propose the Charges have the following priority, which is consistent with the priority ranking in the Court's CCAA Model Initial Order:

    a) First, the Administration Charge;

    b) Second, the D&O Charge; and

    c) Third, the DIP Lender's Charge.

7.0 Proposed Payment of Certain Pre-Filing Obligations

1. The Applicants are seeking a provision in the Initial Order permitting them to make payments to certain suppliers integral to the Applicants' business operations in respect of obligations arising prior to the commencement of these CCAA proceedings.

2. The Applicants seek authorization to pay certain pre-filing obligations subject to the consent of the proposed Monitor, and the DIP Lender, with the Monitor considering, among other factors, whether:

    a) the supplier or service provider is considered critical to the business and ongoing operations of the Applicants and whether the payment is required to ensure ongoing supply;

b) making the proposed payment will preserve, protect or enhance the value of the Applicants' property or business;

c) making the proposed payment is required to address any regulatory concerns; and

d) the applicable supplier or service provider is otherwise required to continue to provide goods or services to the Applicants after the date of the Initial Order pursuant to the terms of the proposed Initial Order.

3. KSV is familiar with provisions of orders under the CCAA permitting the debtor company to pay specific pre-filing obligations, where appropriate. In KSV's view, such payments should be a limited exception to the general rule prohibiting payment of pre-filing obligations. However, it is also recognized that in certain unique instances, such payments to specific post-filing suppliers are required. KSV is aware of the Applicants' reliance on certain suppliers to sustain operations.

4. For the foregoing reasons, KSV is supportive of the Applicants' request for the inclusion of a provision authorizing it to pay certain pre-filing obligations. KSV will review each proposed payment in accordance with the foregoing criteria prior to providing (or not providing) the Monitor's required consent, with a view to ensuring that payments to suppliers in respect of pre-filing liabilities are limited to the extent reasonably necessary.

8.0 Creditor Notification

1. The proposed Initial Order requires the Monitor to:

   a) publish without delay a notice in the national edition of *The Globe and Mail* newspaper containing the information prescribed under the CCAA; and

   b) within five days of the granting of the Initial Order to:

      i. make the Initial Order publicly available in the manner prescribed under the CCAA;

      ii. send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than $1,000 advising that the order is publicly available; and

      iii. 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.

2. If appointed Monitor, KSV will also post the Initial Order and all motion materials on a its case website.

9.0 Conclusion and Recommendation

1. Based on the foregoing, KSV respectfully recommends that this Honourable Court make an Initial Order granting the Applicants' CCAA application on the terms of the draft Initial Order set out in the Applicants' application record.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

KSV RESTRUCTURING INC.,
IN ITS CAPACITY AS PROPOSED 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 “A”

Court File No.: ____________________

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

CONSENT OF THE PROPOSED MONITOR

KSV Restructuring Inc. hereby consents to act as the Court-appointed monitor 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**"), pursuant to the terms of the initial order contained in the Applicants' Application Record and the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, in respect of these proceedings.

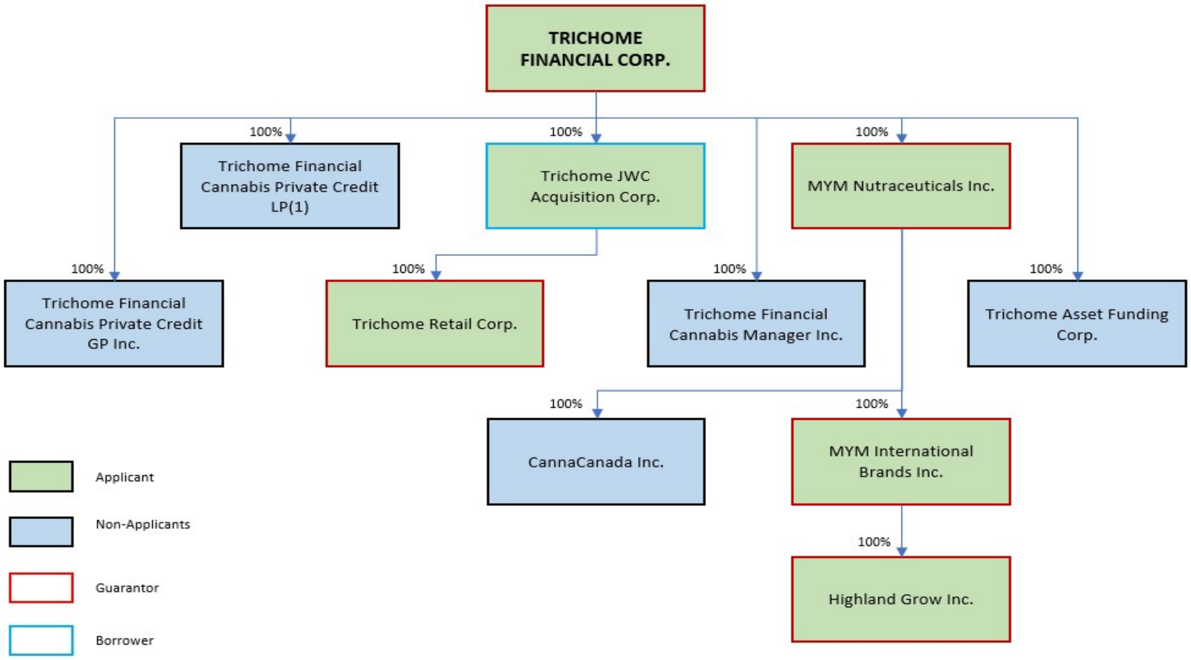
Dated: November 3, 2022

KSV RESTRUCTURING INC.

Per: ______________________________

Name: Noah Goldstein
Title: Managing Director

Appendix “B”



(1) Trichome Financial Cannabis Private Credit LP is considered a 100% owned subsidiary of Trichome Financial Corp. based on the requirements of IFRS 10 *Consolidated Financial Statements*. Trichome Financial Corp. does not own any equity in Trichome Financial Cannabis Private Credit LP.

Appendix “C”

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

Projected Statement of Cash Flow

For the Period Ending February 3, 2023

(Unaudited; $CAD)

		Week 1	*Week 2*	*Week 3*	*Week 4*	*Week 5*	*Week 6*	*Week 7*	*Week 8*	*Week 9*	*Week 10*	*Week 11*	*Week 12*	*Week 13*	
								Week Ending							
	Notes	**11-Nov**	**18-Nov**	**25-Nov**	**2-Dec**	**9-Dec**	**16-Dec**	**23-Dec**	**30-Dec**	**6-Jan**	**13-Jan**	**20-Jan**	**27-Jan**	**3-Feb**	**Total**
	1														
Receipts															
Cannabis sales	2	69,609	81,408	72,904	1,033,552	963,883	1,065,792	537,854	1,021,435	1,427,833	994,596	415,137	803,836	1,589,655	10,077,495
Disbursements															
Operating Disbursements															
Inventory Purchases	3	238,557	238,557	238,557	357,835	119,278	79,519	79,519	79,519	119,278	39,759	-	-	-	1,590,378
Payroll and benefits	4	533,706	39,856	436,935	43,106	334,706	37,456	338,706	40,000	273,650	15,000	263,000	55,027	293,650	2,704,798
Rent	5	16,000	-	-	16,000	-	-	-	-	16,000	-	-	-	16,000	64,000
Excise taxes	6	-	-	167,689	1,010,896	500,000	382,063	-	-	928,420	-	-	-	593,716	3,582,783
HST	7	-	-	82,033	118,111	-	118,111	-	184,874	-	-	-	-	-	503,130
Other	8	374,945	277,925	258,349	396,665	335,298	247,694	145,577	452,695	221,982	397,453	145,577	442,773	207,639	3,904,572
Contingency		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	260,000
Total Operating Disbursements		1,183,208	576,337	1,203,562	1,962,613	1,309,282	884,843	583,802	777,089	1,579,330	472,212	428,577	517,800	1,131,004	12,609,662
Net Cash Flow Before the Undernoted		(1,113,599)	(494,929)	(1,130,658)	(929,061)	(345,400)	180,949	(45,947)	244,347	(151,498)	522,384	(13,439)	286,036	458,650	(2,532,166)
Restructuring Costs	9	-	-	191,000	191,000	-	-	382,000	-	-	-	382,000	-	-	1,146,000
DIP Interest and Fees	10	200,000	-	-	25,110	-	-	-	53,992	-	-	-	54,001	-	333,103
Net Cash Flow		(1,313,599)	(494,929)	(1,321,658)	(1,145,171)	(345,400)	180,949	(427,947)	190,354	(151,498)	522,384	(395,439)	232,034	458,650	(4,011,270)
Opening Cash Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow		(1,313,599)	(494,929)	(1,321,658)	(1,145,171)	(345,400)	180,949	(427,947)	190,354	(151,498)	522,384	(395,439)	232,034	458,650	(4,011,270)
DIP Draw/(Repayment)	11	1,313,599	494,929	1,321,658	1,145,171	345,400	(180,949)	427,947	(190,354)	151,498	(522,384)	395,439	(232,034)	(458,650)	4,011,270
Closing Cash Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Opening DIP Loan Balance		-	1,313,599	1,808,528	3,130,187	4,275,357	4,620,757	4,439,808	4,867,755	4,677,401	4,828,899	4,306,515	4,701,954	4,469,920	-
Draw/(Repayment)		1,313,599	494,929	1,321,658	1,145,171	345,400	(180,949)	427,947	(190,354)	151,498	(522,384)	395,439	(232,034)	(458,650)	4,011,270
Closing DIP Loan Balance		1,313,599	1,808,528	3,130,187	4,275,357	4,620,757	4,439,808	4,867,755	4,677,401	4,828,899	4,306,515	4,701,954	4,469,920	4,011,270	4,011,270

Trichome Financial Corp., Trichome JWC Acquisition Corp., MYM Nutraceuticals Inc., Trichome Retail Corp., MYM International Brands Inc. and Highland Grow Inc. (collectively, the “Companies”)
Notes to Projected Statement of Cash Flow
For the Period Ending February 3, 2023
(Unaudited; $CAD)

Purpose and General Assumptions

1. The purpose of the projection is to present a cash flow forecast of the Companies for the period November 7, 2022 to February 3, 2023 (the "Period") in respect of their proceedings under the Companies' Creditors Arrangement Act ("CCAA"). The forecast assumes that the Companies file for protection under the CCAA on November 7, 2022.

   The cash flow projection has been prepared based on hypothetical and most probable assumptions.

Hypothetical Assumptions

2. Represents collections from retail and wholesale sales of all cannabis related-products.

Probable Assumptions

3. Represents cannabis and cannabis-related product purchases for the purpose of resale.

4. Represents payroll and benefits for the Companies' employees.

5. Represents monthly rent for the Companies premises located on Trillium Drive in Kitchener Ontario. The projection assumes that during the Period, the rent for the Companies' leased premises located on Manitou Drive, Kitchener, Ontario, will be satisfied through a deposit previously paid to the landlord.

6. The amounts up to and including the week ending December 16, 2022 represent payment of pre-filing excise taxes owing by the Companies. The amounts in the weeks ending January 6, 2023 and February 3, 2023 represent payment of post-filing excise taxes in the normal course.

7. The amounts up to and including the week ending December 16, 2022 represent payment of pre-filing HST owing by the Companies. The amount in the week ending December 30, 2022 represents a payment of post-filing HST in the normal course.

8. Represents general operating costs, including sales and marketing, administrative costs, overhead costs and other sundry items.

9. Includes the estimated payments to the Monitor, its counsel, the Companies' counsel and the DIP Lender's counsel.

10. Represents the interest and fees payable on the debtor-in-possession ("DIP") facility.

11. Represents projected DIP funding or repayments, in respect of the DIP facility to be provided by Cortland Credit Lending Corporation pursuant to the terms of the DIP Facility Agreement.

COURT FILE NO.: _________________

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.

MANAGEMENT'S REPORT ON CASH FLOW STATEMENT

(paragraph 10(2)(b) of the CCAA

The management 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") have developed the assumptions and prepared the attached statement of projected cash flow as of the 5th day November, 2022 for the period November 7, 2022 to February 3, 2023 ("Cash Flow"). All such assumptions are disclosed in the notes to the Cash Flow.

The hypothetical assumptions are suitably supported and consistent with the purpose of the Cash Flow as described in Note 1 to the Cash Flow, and the probable assumptions are suitably supported and consistent with the plans of the Applicants and provide a reasonable basis for the Cash Flow.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented and the variations may be material.

The Cash Flow has been prepared solely for the purpose outlined in Note 1 using a set of probable assumptions set out therein. Consequently, readers are cautioned that the Cash Flow may not be appropriate for other purposes.

Dated at Toronto, Ontario this 5th day of November, 2022.

TRICHOME FINANCIAL CORP., TRICHOME JWC ACQUISITION CORP., MYM NUTRACEUTICALS INC., TRICHOME RETAIL CORP., MYM INTERNATIONAL BRANDS INC. AND HIGHLAND GROW INC.

Per: Michael Ruscetta

Appendix “D”

COURT FILE NO.: __________________

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.

MONITOR'S REPORT ON CASH FLOW STATEMENT
(paragraph 23(1)(b) of the CCAA)

The attached statement of projected cash-flow 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") as of the 5th day November, 2022, consisting of a weekly projected cash flow statement for the period November 7, 2022 to February 3, 2023 ("Cash Flow") has been prepared by the management of the Applicants for the purpose described in Note 1, using probable assumptions set out in the notes to the Cash Flow.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied by the management and employees of the Applicants. We have reviewed the support provided by management for the probable assumptions and the preparation and presentation of the Cash Flow.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

a) the hypothetical assumptions are not consistent with the purpose of the Cash Flow;

b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Applicants or do not provide a reasonable basis for the Cash Flow, given the hypothetical assumptions; or

c) the Cash Flow does not reflect the probable and hypothetical assumptions.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon in preparing this report.

The Cash Flow has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto this 5th day of November, 2022.

KSV Restructuring Inc.

KSV RESTRUCTURING INC.
IN ITS CAPACITY AS PROPOSED MONITOR OF
TRICHOME FINANCIAL CORP., TRICHOME JWC ACQUISITION CORP., MYM NUTRACEUTICALS INC., TRICHOME RETAIL CORP., MYM INTERNATIONAL BRANDS INC., AND HIGHLAND GROW INC.

Appendix “E”

Approved Debtor-in-Possession Financing Facilities for Canadian Debtors

Current as at September 26, 2022

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11
Debtor	**Lender**	**Proceeding**	**Trustee**	**Filing Date**	**Jurisdiction**	**Industry**	**Commitment ($MM)**	**Fees**	**Interest Rate**	**Notes**
Superette Inc. et al.	SNDL Inc.	CCAA	EY	August 30, 2022	Ontario	Cannabis	1.37		15%%	
Speakeasy Cannabis Club Ltd.	Travelers Capital Corp.	CCAA	Crowe MacKay	July 27, 2022	British Columbia	Cannabis	1.00	Commitment fee of 4.25%; standby fee of 2.5%; break fee of 5%	RBC prime rate (currently 4.7%) plus 725 basis points (currently 11.95%)	
MPX International Corporation	Certain Debentureholders	CCAA	KSV	July 24, 2022	Ontario	Cannabis	2.67	Commitment fee of 2%	12%	
Sproutly, Inc. and Toronto Herbal Remedies Inc.	0982244 B.C. Ltd. o/a Isle of Mann Property Group	CCAA	BDO	June 24, 2022	Ontario	Cannabis	0.75	Facility fee of 2%	14	
MJardin Group Inc., Growforce Holdings Inc., 8586985 Canada Corporation and Highgrade MMJ Corporation	Bridging Finance	CCAA	KSV	June 2, 2022	Ontario	Cannabis	2.00	Upfront fee of $50,000. Debtor responsible for DIP lender's expenses.	10	
Choom Holdings Inc.	1) Aurora Cannabis Inc. 2) Secured creditor other than Aurora	CCAA	EY	April 22, 2022	British Columbia	Cannabis	1) 0.8 2) 0.15	1) Borrower responsible for DIP lender's expenses.	1) 12 2) 12	
Eve & Co Incorporated, Natural Medco Ltd. and Eve & Co International Holdings Ltd.	Deans Knight Private Credit GP Inc., as General Partner of Deans Knight Private Credit Limited Partnership and DK Strategic Yield U.S. GP LLC, as General Partner of DK Strategic Yield Master Trust Limited Partnership	CCAA	BDO	March 25, 2022	Ontario	Cannabis	2.20	Facility fee of 60,000. Borrower responsible for DIP lender's expenses.	12	
BC Craft Supply Co. Ltd.	Avro Capital Corp.	NOI	Crowe MacKay	January 24, 2022	British Columbia	Cannabis	0.42	$5,000 documentation fee; Borrower responsible for DIP lender's expenses	11.5% per annum, with an additional 3% per annum in the event of a default	
CannTrust	Cortland Credit Lending Corporation	CCAA	EY	6-May-21	Ontario	Cannabis	22.50	Confidential	Confidential	
FIGR Brands, Inc.	Alliance One Tobacco Canada, Inc.	CCAA	FTI	21-Jan-21	Ontario	Cannabis	16.00	The Borrower and Guarantors must pay the Lender's fees and expenses incurred in connection with the DIP loan and the CCAA proceedings.	8%	Initial DIP loan was $8 million. Order dated March 31, 2021 increased amount of DIP loan to $13 million. Order dated June 10, 2021 increased amount of DIP loan to $16 million.
PharmHouse Inc.	Canopy Rivers Corporation	CCAA	EY	15-Sep-20	Ontario	Cannabis	10.74	The Borrower must pay the Lender's reasonable costs and expenses (including legal) incurred by or on behalf of the Lender in respect of the Facility or any loan documents and in connection with the enforcement of the Lender's rights thereunder.	8%	Order dated December 18, 2020 increased amount of DIP from 7 to 9.70 million. Order dated February 25, 2021 increased amount of DIP to 10.40 million. Order dated March 11, 2021 increased amount of DIP to 10.74 million.
Tidal Health Solutions	Iostesso Holdings Inc. or an affiliate thereof	NOI	PwC	30-Jul-20	Quebec	Cannabis	1	The Borrower shall pay all the Interim Lender's legal fees (on a solicitor-client, full indemnity basis) and out-of-pocket disbursements and any costs of realiziation and enforcement, in each case in connection with the facility.	11%	
Green Growth Brands Inc.	All Js Greenspace LLC	CCAA	EY	20-May-20	Ontario	Cannabis	US14.2		5% per annum	Amount of DIP loan increased from US7.8 million to US10 million and subsequently US 14.2 million
Beleave Inc.	Hegedus Consulting Services Inc.	CCAA	Grant Thornton	5-Jun-20	Ontario	Cannabis	0.50		Interest shall accrue upon the occurrence of any of the following events: (i) in accordance with the terms set out in Schedule “E” of the Stalking Horse APA; or (ii) upon the occurrence of an Event of Default hereunder	

James E. Wagner Cultivation Corporation	Trichome Financial Corp.	CCAA	KSV	01-Apr-20	Ontario	Cannabis	8.20	Commitment fee of $120,000	10.00%	DIP amount increased through subsequent DIP amendment orders
Green Relief	1) Antonio Battaglia / Dr. Neilank Jha; 2) 2650064 Ontario Inc.	CCAA	PwC	08-Apr-20	Ontario	Cannabis	1) 0.25 / 0.5; 2) 1.5	2) The Company must pay the DIP Lender's reasonable costs and expenses to a maximum of $100,000	1) 5%; 2) 5%	Second DIP loan obtained in connection with proposed sale of company
Pure Global Cannabis Inc. et al.		CCAA	EY	19-Mar-20	Ontario	Cannabis	4.00	2.25% of DIP facility	9.25%	
Eureka 93 Inc.	Spouter Corporation Inc., David and Donna VanSegbrook	NOI	Deloitte	14-Feb-20	Ontario	Cannabis	2.30	Commitment fee of $320,000	15.00%	
Invictus MD Strategies	ATB Financial	CCAA	PwC	13-Feb-20	British Columbia	Cannabis	3.00	$60,000 upfront fee (2% of total commitment, $500/mo. monitoring fee.	10.0%	
AgMedica Bioscience Inc.	SV V Bridge III, LP	CCAA	EY	02-Dec-19	Ontario	Cannabis	7.50		9.5%	
Wayland Group Corp. et al	The House of Turlock Ltd.	CCAA	PwC	02-Dec-19	Ontario	Cannabis	1.10	$50,000 initial commitment fee, subsequent commitment fee equal to the greater of $125,000 and $4% of the difference between the maximum DIP availability and the amount of the initial advance.	13.0%	
AgMedica Bioscience Inc.	Hillmount Capital Inc.	CCAA	EY	02-Dec-19	Ontario	Cannabis	7.50	2.25% commitment fee	9.5%	
Ascent Industries Corp.	Pillar Capital Corporation	CCAA	EY	01-Mar-19	British Columbia	Cannabis	2.00	3% structuring fee, monthly monitoring fee of $750 and due diligence fee of $6,250.	15.0%	