

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) THURSDAY THE 7<sup>TH</sup>  
)  
JUSTICE CAVANAGH ) DAY OF MARCH, 2024

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 HUMBLE & FUME INC. (ONTARIO), HUMBLE &  
FUME INC. (MANITOBA), B.O.B. HEADQUARTERS INC., FUME LABS  
INC., HUMBLE CANNABIS SOLUTIONS INC., PWF HOLDCO INC., and  
WINDSHIP TRADING LLC

(the “**Applicants**”)

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), for an order, among other things: (i) approving the Amended and Restated Share Purchase Agreement (the “**Purchase Agreement**”), between Humble & Fume Inc. (Ontario) (“**Humble Parent**”), Humble & Fume Inc. (Manitoba) (“**Humble Manitoba**”) and 1000760498 Ontario Inc. or its assignee or nominee, for the purchase and sale of the Post-Consolidation Shares (each capitalized term as defined in the Purchase Agreement) and authorizing and directing the Applicants to perform their obligations under the Purchase Agreement; (ii) removing the Applicants as applicants to these CCAA proceedings in order to carry out the transactions contemplated by the Purchase Agreement (the “**Transaction**”); (iii) transferring and vesting all of the Applicants’ right, title and interest in and to the Excluded Liabilities and the Excluded Assets to and in 15834732 Canada Inc. (“**ResidualCo**”); (iv) vesting in the Purchaser or its nominee all of the right, title and interest in

and to the Post-Consolidation Shares free and clear of all Encumbrances, other than Permitted Encumbrances (as defined in the Purchase Agreement), upon the filing of a certificate by the Monitor substantially in the form attached as Schedule “A”; (v) granting certain enhanced powers to the Monitor in respect of ResidualCo; (vi) approving the releases (“**Releases**”) provided for in the Purchase Agreement in favour of the officers and directors of the Applicants, their advisors, the Monitor and the Monitor’s counsel (“**Released Parties**”); and (vii) declaring that the *Wage Earners Protection Program Act*, S.C. 2005, c. 47, s.1 applies to Humble Parent was heard this day via Zoom video conference.

**ON READING** the notice of motion of the Applicants dated March 4, 2024, the affidavit of Jakob Ripshtein, sworn March 4, 2024, the report of Deloitte Restructuring Inc. dated March 6, 2024 (the “**Second Report**”), in its capacity as the court-appointed monitor (the “**Monitor**”) and on hearing the submissions of counsel for the Applicants and other counsel appearing on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service of Maureen McLaren dated March 4, 2024, filed.

## **DEFINED TERMS**

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

## **SERVICE**

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

## **APPROVAL AND VESTING**

3. **THIS COURT ORDERS** that the Purchase Agreement and the Transaction be and are hereby approved and the execution of the Purchase Agreement by Humble Parent is hereby authorized and approved, with such minor amendments as the parties may deem necessary, with the approval of the Monitor. The Applicants are hereby authorized and directed to perform its obligations under the Purchase Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable to effect the Transaction.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicants to proceed with the Transaction (including, for certainty, the Pre-Closing Reorganization) and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a copy of the Monitor's certificate (the "**Monitor's Certificate**") to the Purchaser (the time of such delivery being referred to herein as the "**Effective Time**"), substantially in the form attached as **Schedule "A"** hereto, the following shall occur and shall be deemed to have occurred at the Effective Time in the following sequence:

- (a) first, all of the Applicants' right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, and all Claims and Encumbrances (each as defined below) shall continue to attach to the Excluded Assets and to the proceeds from the purchase price in accordance with paragraph 6 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer;

- (b) second, all Excluded Liabilities (which, for greater certainty, shall include all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, Excluded Contracts, leases, agreements, undertakings, Claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise)) of the Applicants' shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo such that the Excluded Liabilities shall become obligations of ResidualCo and shall no longer be obligations of the Applicants;
- (c) third, Humble Parent's Organizational Documents shall be amended or shall be deemed to have been amended in accordance with the Consolidation and Cancellation;
- (d) fourth, in consideration for the Purchase Price, Humble Parent shall issue the Purchased Shares to the Purchaser, and all right, title and interest in and to the Purchased Shares shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, reservations of ownership, rights of retention, royalties, options, rights of pre-emption, privileges, assignments (as security), actions, judgements, any and all restrictions on the transfer of shares, equity securities, partnership or membership units or interests or other interests in property, including rights of first refusal, rights of first offer, shotgun rights, purchase options, change of control consent rights, puts or forced sales provisions or similar rights of shareholders, members or lenders in respect of such interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, writs of enforcement, writs of seizure, or

- any other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other orders in these CCAA proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry systems, with the exception of the Permitted Encumbrances (all of which are collectively referred to as the “**Encumbrances**”); for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Shares are hereby expunged and discharged as against the Purchased Shares, and, for greater certainty, this Court orders that, notwithstanding anything else in this order, the Encumbrances and the Claims do not include the Permitted Encumbrances;
- (e) fifth, pursuant to the Consolidation and Cancellation, all Equity Interests of Humble Parent outstanding prior to the issuance of the Purchased Shares, including all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person (as defined below) and are convertible or exchangeable for any securities of Humble Parent, or which require the issuance, sale or transfer by the Humble Parent of any shares or other securities of Humble Parent and/or the share capital of Humble Parent or otherwise relating thereto, shall be deemed terminated and cancelled without consideration and the only Equity Interests of Humble Parent that shall remain shall be the Purchased Shares; and

- (f) sixth, the Applicants shall be deemed to cease being Applicants in these CCAA proceedings, and shall be deemed to be released from the purview of the Initial Order and all other orders of this Court granted in respect of these CCAA proceedings, save and except for this Order, the provisions of which (as they relate to the Applicants) shall continue to apply in all respects.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Shares (the “**Proceeds**”) shall stand in the place and stead of the Purchased Shares and Retained Assets, and that from and after the delivery of the Monitor’s Certificate, all Claims and Encumbrances shall attach to the Proceeds and the Excluded Assets with the same priority as they had with respect to the Purchased Shares and Retained Assets immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof in connection with the Transaction.

8. **THIS COURT ORDERS** that the Monitor may rely on written notice from Humble Parent and the Purchaser regarding the fulfilment or waiver of conditions to closing under the Purchase Agreement and shall have no liability with respect to delivery of the Monitor’s Certificate.

9. **THIS COURT ORDERS** that pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Applicants or the Monitor, as the case may be, are authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser all human resources and payroll information in the records or the Applicants pertaining to past and current employees of the Applicants. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the

personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Applicants.

10. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 5 hereof, the Purchaser and the Applicants shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any taxes (including penalties and interest thereon) of, or that relate to, the Applicants (provided such release shall not apply to taxes in respect of the business and operations conducted by the Applicants after the Effective Time), including, without limiting the generality of the foregoing, all taxes that could be assessed against the Purchaser or the Applicants (including any predecessor corporations) pursuant to section 160 of the *Income Tax Act*, R.S.C. 1985, c. 1 (5<sup>th</sup> Supp.), or any provincial equivalent, in connection with the Applicants, or to the Administrative Charge established under the Initial Order.

11. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Purchase Agreement, all contracts to which the Applicants are parties upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or

remedies (including defaults or events of default arising as a result of the insolvency of any Applicant);

- (b) the insolvency of any Applicant or the fact that the Applicants sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Purchase Agreement, the Transaction or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (d) any transfer or assignment, or any change of control of the Applicants arising from the implementation of the Purchase Agreement, the Transaction or the provisions of this Order.

12. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Applicants then existing or previously committed by any of the Applicants, or caused by the Applicants, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract existing between such Person and the Applicants arising directly or indirectly from the filing of the Applicants under the CCAA and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 11 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse Humble Parent from performing its obligations under the



Purchase Agreement or be a waiver of defaults by Humble Parent under the Purchase Agreement or related documents.

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

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

- (a) the nature of the Retained Liabilities retained by the Applicants, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transaction or this Order;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo;
- (c) any Person that prior to the Effective Time had a valid right or claim against the Applicants under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such right or claim against the Applicants but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Contract or Excluded Liability from and after the Effective

Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo; and

- (d) the Excluded Liability Claim of any Person against ResidualCo following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Applicants prior to the Effective Time.

15. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time all references in any Order of this Court in respect of these CCAA proceedings to (i) an “Applicant” or the “Applicants” shall refer to and include ResidualCo, and (ii) “Property” shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo (the “**ResidualCo Property**”), and, for greater certainty, each of the Charges (as defined in the Initial Order, as amended and restated from time to time), shall constitute a charge on the ResidualCo Property.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C 195, c. B-3, as amended (the “**BIA**”), in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicants;

the Purchase Agreement and the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in

and to ResidualCo and the transfer and vesting of the Purchased Shares in and to the Purchaser) and any payments by or to the Purchaser, the Applicants or the Monitor authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and/or ResidualCo and shall not be void or voidable by creditors of the Applicants or ResidualCo, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

#### **MONITOR'S ENHANCED POWERS**

17. **THIS COURT ORDERS** that in addition to the powers and duties of the Monitor set out in the Amended and Restated Initial Order or any other Order of this Court in this CCAA proceeding, and without altering in any way the limitations and obligations of ResidualCo as a result of these proceedings, the Monitor be and is hereby authorized and empowered, but not required to:

- (a) take any and all actions and steps, and execute all documents and writings, on behalf of, and in the name of ResidualCo in order to facilitate the performance of any ongoing obligations of ResidualCo, including with respect to any Excluded Liability Claim, and to carry out the Monitor's duties under this Order or any other Order of this Court in the within CCAA proceeding;
- (b) exercise any powers which may be properly exercised by a board of directors of ResidualCo;

- (c) cause ResidualCo to retain the services of any person as an employee, consultant, or other similar capacity all under the supervision and direction of the Monitor and on the terms as agreed with the Monitor;
- (d) open one or more new accounts (the “**ResidualCo Accounts**”) into which all funds, monies, cheques, instruments and other forms of payment payable to ResidualCo shall be deposited from and after the making of this Order from any source whatsoever and to operate and control, as applicable, on behalf of ResidualCo, the ResidualCo Accounts in such manner as the Monitor, in its sole discretion, deems necessary or appropriate to assist with the exercise of the Monitor’s powers and duties;
- (e) cause ResidualCo to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the winding-down of ResidualCo or the distribution of the proceeds of the ResidualCo Property or any other related activities, including in connection with bringing the within CCAA proceeding to an end;
- (f) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of ResidualCo in the name of or on behalf of ResidualCo;
- (g) claim or cause ResidualCo to claim any and all insurance refunds or tax refunds, including refunds of harmonized sales taxes, to which ResidualCo is entitled;
- (h) have access to all books and records that are the property of ResidualCo in ResidualCo’s possession or control in addition to the Applicant’s books and records in accordance with the terms of the Purchase Agreement;

- (i) assign ResidualCo, or cause ResidualCo to be assigned, into bankruptcy, and the Monitor shall be entitled but not obligated to act as trustee in bankruptcy thereof; and
- (j) apply to this Court for advice and directions or any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter.

18. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, the Monitor is not and shall not be or be deemed to be, a director, officer or employee of ResidualCo or the Applicants.

19. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, ResidualCo shall remain in possession and control of its property and business and the Monitor shall not take, or be deemed to have taken, possession or control of the property or business of ResidualCo, or any part thereof.

20. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of the Court, the Monitor and its legal counsel shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the Initial Order and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor and the fulfillment of its duties and the carrying out of the provisions of this Order.

21. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of ResidualCo.

22. **THIS COURT ORDERS** that the power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of ResidualCo with respect to such matters and, in the event of a conflict between the terms of this Order and those of the Initial Order or any other Order of this Court, the provisions of this Order shall govern.

## **RELEASES**

23. **THIS COURT ORDERS** that effective upon the filing of the Monitor's Certificate, (i) the directors, officers, and employees as of January 5, 2024, legal counsel and advisors of the Applicants (including, for certainty, ResidualCo); (ii) Green Room Investments Inc., Rudy Cheddie, Jason Drummond, Green Acre Capital Fund II (Canada) Sidecar LP ("**Sidecar**"), CP LLP, and 615607 Alberta ULC (collectively, the "**Debenture Holders**"), and DGC Investments Inc., in their respective capacities as secured lenders to any of the Applicants and in Sidecar's capacity as Collateral Agent for the Debenture Holders; and (iii) the Monitor and its legal counsel (collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the filing of the Monitor's Certificate (a) undertaken or completed pursuant to the terms of this Order, (b) arising in connection with or relating to the Purchase Agreement or the completion of the Transaction, (c) arising in connection

with or relating to the within CCAA proceedings, or (d) related to the management, operations or administration of the Applicants (collectively, the “**Released Claims**”), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

#### **WAGE EARNER PROTECTION PLAN**

24. **THIS COURT ORDERS AND DECLARES** that pursuant to subsections 5(1)(b)(iv) and 5(5) of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s.1 (“**WEPPA**”), Humble Parent and its former employees meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 and are individuals to whom the WEPPA applies as of the date of this Order.

#### **SEALING ORDER**

25. **THIS COURT ORDERS** that the Confidential Appendix to the Second Report shall be kept sealed and confidential and shall not form part of the public record, until closing of the Transaction or until further order of the Court.

#### **GENERAL**

26. **THIS COURT ORDERS** that, following the Effective Time, the Purchaser and its representatives shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Post-Consolidation Shares and the Retained Assets.

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
15834732 CANADA INC.

28. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere, 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.

29. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is 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.



30. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

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**JUSTICE CAVANAGH**

## SCHEDULE “A” – FORM OF MONITOR’S CERTIFICATE

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  
**HUMBLE & FUME INC. (ONTARIO), HUMBLE & FUME INC. (MANITOBA), B.O.B.  
HEADQUARTERS INC., FUME LABS INC., HUMBLE CANNABIS SOLUTIONS INC.,  
PWF HOLDCO INC., AND WINDSHIP TRADING LLC**

(the “**Applicants**”)

### RECITALS

A. Pursuant to order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List), dated January 5, 2024, as amended on January 12, 2024, January 24, 2024 and January 26, 2024 (the “**Initial Order**”) the Applicants were granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and Deloitte Restructuring Inc. was appointed as the monitor (“**Monitor**”) of the Applicants.

B. Pursuant to the Approval and Vesting Order of the Court, granted March 7, 2024 (the “**Order**”), the court approved the transaction (the “**Transaction**”) contemplated by the Stalking Horse Purchase Agreement dated January 23, 2024 (the “**Purchase Agreement**”), between Humble & Fume Inc. (“**Humble Parent**”), and 1000760498 Ontario Inc. (the “**Purchaser**”) and ordered, *inter alia*, that (i) all of the Applicants’ right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in 15834732 Canada Inc. (“**ResidualCo**”); (ii) all of the Excluded Liabilities shall be transferred to and assumed by and vest in ResidualCo; (iii) all of the right, title and interest in and to the Post-Consolidation Shares shall vest absolutely and exclusively in the Purchaser, which vesting is, in each case, to be effective upon the delivery by the Monitor to the Purchaser of a certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from the Purchaser and Humble

Parent that all conditions to closing have been satisfied or waived by the parties to the Purchase Agreement.

C. Capitalized terms not defined herein shall have the meaning given to them in the Order.

**THE MONITOR CERTIFIES** the following:

1. The Monitor has received written confirmation from the Purchaser and from Humble Parent, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Purchase Agreement.
2. This Monitor's certificate was delivered by the Monitor at \_\_\_\_\_ on \_\_\_\_\_, 2024.

) **DELOITTE RESTRUCTURING INC.,**  
) in its capacity as court-appointed monitor  
) of the Applicants and not in its personal  
) capacity  
) Per: \_\_\_\_\_  
) Name: Todd Ambachtsheer, LIT  
) Title: Senior Vice President  
)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C., 1985, c. C-36, AS AMENDED  
HUMBLE & FUME INC. (ONTARIO), HUMBLE & FUME INC. (MANITOBA),  
B.O.B. HEADQUARTERS INC., FUME LABS INC., HUMBLE CANNABIS  
SOLUTIONS INC., PWF HOLDCO INC., and WINDSHIP TRADING LLC.

(the "Applicants")

Court File No.: CV-24-00712366-00CL

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

Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER**

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