

Estate File No.: 31-2774500

Court File No.: 31-2774500

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE MR. ) MONDAY, THE 8th DAY  
 )  
JUSTICE PENNY ) OF NOVEMBER, 2021

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
OF JUNCTION CRAFT BREWING INC.**

**ORDER**  
(re Sale Process and ancillary relief)

**THIS MOTION**, made by Junction Craft Brewing Inc. (the “**Company**”), was heard this day via videoconference.

**ON READING** the Affidavit of Stuart Wheldon sworn November 1, 2021 (the “**Wheldon Affidavit**”) and the exhibits thereto, the First Report of Richter Advisory Group Inc. in its capacity as proposal trustee in this proceeding (the “**Proposal Trustee**”) dated November 2, 2021 (the “**First Report**”) and the appendices thereto, the Supplement to the First Report of the Proposal Trustee dated November 5, 2021 (the “**Supplemental Report**”) and the appendices thereto, and such other materials filed in respect of this motion, and on hearing the submissions of counsel for the Company, counsel for the Proposal Trustee, counsel for the DIP Lender (as defined below), and such other counsel or persons as were present and listed on the attendance

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slip, no one else from the service list appearing although properly served as appears from the affidavits of service filed,

#### **SALE PROCESS AND STALKING HORSE AGREEMENT**

1. **THIS COURT ORDERS** that the sale process described in Exhibit “J” to the Wheldon Affidavit and in the First Report (subject to any amendments thereto that may be made in accordance therewith and this Order) (the “**Sale Process**”) be and is hereby approved.

2. **THE COURT ORDERS** that the Proposal Trustee is hereby authorized and directed to carry out the Sale Process and to take such steps as it considers necessary or incidental to the Sale Process.

3. **THIS COURT ORDERS** that the Company is hereby authorized to execute the amended and restated stalking horse share sale agreement dated November 5, 2021 between the Company and 1000003509 Ontario Limited (the “**Stalking Horse Bidder**”), substantially in the form attached as Appendix “A” to the Supplemental Report (the “**Stalking Horse Agreement**”), with such amendments or modifications as the Stalking Horse Bidder and the Company may agree, subject to the approval of the Proposal Trustee. The transaction contemplated pursuant to the Stalking Horse Agreement is hereby approved as the “**Stalking Horse Offer**” pursuant to and for purposes of the Sale Process.

4. **THIS COURT ORDERS** that, in the event that no Qualifying Offer (as defined in the Sale Process) other than the Stalking Horse Offer is received under the Sale Process, an approval and vesting order in favour of the Stalking Horse Bidder shall issue substantially in the form agreed to by the Company, the Stalking Horse Bidder and Proposal Trustee so as to give full effect to the terms of the Stalking Horse Agreement, and provided to the service list no less than


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two days prior to the parties attending before the Court to have the order issued. The approval of a “Winning Bid” (as defined in the Sale Process) that is not the Stalking Horse Offer shall be considered by this Court on a subsequent motion made to this Court.

5. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Proposal Trustee may disclose personal information of identification individuals to prospective purchasers or bidders under the Sale Process and to their advisors, but only to extent desirable or required to carry out the Sale Process and to attempt to complete a transaction for the business and/or assets of the Company. Each prospective purchaser or bidder (and their respective advisors) to whom any such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information solely to its evaluation of a transaction for some or all of the Company’s business and/or assets, and if it does not complete such a transaction, shall return all such information to the Proposal Trustee, or in the alternative destroy all such information. The purchaser of any of the business and/or assets of the Company shall be entitled to continue to use the personal information provided to it, and related to such assets, in a manner that is in all material respects identical to the prior use of such information by the Company, and shall return all other personal information to the Company or ensure that all other personal information is destroyed.

6. **THIS COURT ORDERS** that the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder or under the Sale Process.

7. **THIS COURT ORDERS** that this order is effective from today's date and is enforceable without the need for entry and filing.

A handwritten signature in blue ink, appearing to read "Ray J.", is written over a solid horizontal line. The signature is cursive and includes a period at the end.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF JUNCTION CRAFT BREWING INC.

Estate File No.: 31-27-500  
Court File No.: 31-27-500

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
(IN BANKRUPTCY AND INSOLVENCY)**  
Proceedings commenced at TORONTO

**ORDER**

(re Sale Process and ancillary relief)

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