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 GREEN GROWTH BRANDS INC., GGB CANADA INC., GREEN GROWTH BRANDS REALTY LTD. AND XANTHIC BIOPHARMA LIMITED

(each an "Applicant" and collectively, the "Applicants")

REPORT OF THE PROPOSED MONITOR

MAY 19, 2020

INTRODUCTION

1. Ernst & Young Inc. ("**EY**" or the "**Proposed Monitor**") understands that the Applicants have brought an application (the "**CCAA Application**") before this Court returnable on May 20, 2020, seeking an initial order (the "**Proposed Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**") to, among other things, obtain a stay of proceedings to allow them an opportunity to restructure their business and affairs. The Applicants propose that EY be appointed as Monitor of the Applicants in these CCAA proceedings (in such capacity, the "**Monitor**").

2. This report (the "**Report**") has been prepared by the Proposed Monitor prior to its appointment as Monitor, should this Court grant the Proposed Initial Order, to provide information to this Court for its consideration in respect of the Applicants' CCAA Application.

PURPOSE

3. The purpose of this report is to provide information to the Court on:

   a. EY's qualifications to act as Monitor;

   b. an overview of the Applicants’ business;

   c. background on the circumstances leading to the Applicants’ decision to commence CCAA proceedings;

   d. an overview of the Applicants’ 13 week cash flow forecast (the “**Cash Flow Forecast**”) on a consolidated basis for the Applicants and its U.S. subsidiaries and the Proposed Monitor’s comments regarding the reasonableness thereof; and

   e. certain relevant matters about the relief sought in the Proposed Initial Order.

TERMS OF REFERENCE

4. In preparing this Report and making the comments herein, the Proposed Monitor has been provided with, and has relied upon, unaudited financial information, books and records prepared by the Applicants, discussions with management of the Applicants (“**Management**”), and information from other third-party sources (collectively, the “**Information**”). Except as described in this Report in respect of the Cash Flow Forecast:

   a. the Proposed Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Proposed Monitor has not audited or otherwise attempted to verify the accuracy or completeness of such information in a manner that would wholly or partially comply with Generally Accepted Auditing Standards (“**GAAS**”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Proposed Monitor expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information; and

   b. some of the information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Chartered Professional Accountants Canada Handbook, has not been performed.

5. Future oriented financial information referred to in this Report was prepared based on Management’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

6. Unless otherwise indicated, the Proposed Monitor's understanding of factual matters expressed in this Report concerning the Applicants and their business is based on the Information, and not independent factual determinations made by the Proposed Monitor.

7. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

EY'S QUALIFICATION TO ACT AS MONITOR

8. EY is a licensed insolvency trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (Canada). EY is not subject to any of the restrictions set out in section 11.7(2) of the CCAA on who may be appointed as Monitor.

9. As discussed in further detail later in this Report, EY has developed an understanding of the Applicants' operations, and cash flow, and will be able to very quickly and seamlessly perform its responsibilities as Monitor, if appointed.

10. The Proposed Monitor has retained Osler, Hoskin & Harcourt LLP ("**Osler**") to act as its independent counsel.

OVERVIEW OF THE APPLICANTS

11. This Report should be read in conjunction with the Affidavit of Raymond C. Whitaker III sworn May 19, 2020 (the "**Whitaker Affidavit**") for additional background and financial information with respect to the Applicants. Any terms not expressly defined herein are otherwise defined in the Whitaker Affidavit.

12. Green Growth Brands Inc. ("**GGB**"), one of the Applicants, is the parent corporation of a cannabis enterprise that is licensed to cultivate, process and sell cannabis in various jurisdictions within the United States (the **"GGB Group**"). A copy of the Applicants' corporate organization chart is attached as Exhibit A to the Whitaker Affidavit. GGB is continued under the *Business Corporations Act* (Ontario) and is a public company whose common shares are listed for trading on the Canadian Securities Exchange ("**CSE**") and on the OTCQB venture market and maintains a registered head office address of 199 Bay Street, Suite 5300 Toronto, Ontario M5L 1B9.

13. GGB Canada Inc. ("**GGB Canada**") is a direct, wholly-owned subsidiary of GGB and is incorporated under the *Business Corporations Act* (Ontario). GGB Canada has no employees and no assets other than its ownership interest in GGB's U.S. subsidiaries.

14. Green Growth Brands Realty Ltd. ("**GGB Realty**") is a direct, wholly-owned subsidiary of GGB and is incorporated under the *Business Corporations Act* (Ontario). GGB Realty was previously incorporated when the GGB Group intended to expand its cannabis operations into Canada. This was ultimately not pursued. GGB Realty has no assets or employees.

15. Xanthic Biopharma Limited ("Xanthic") is a direct, wholly-owned subsidiary of GGB and is incorporated under the *Business Corporations Act* (Ontario). Xanthic previously held certain cannabis related patents which have since lapsed. Xanthic has no assets or employees.

16. The GGB Group was created through a series of strategic partnerships and transactions between subsidiaries of GGB and various U.S. companies which held licenses for the production, cultivation, processing and retail of cannabis products through dispensaries in the states of Nevada, Massachusetts and Florida.

17. Until recently, the GGB Group operated two distinct lines of business: (a) cannabis cultivation, processing and production of products containing more than 0.3% tetrahydrocannabinol ("**THC**"), and the distribution of the THC products as a multi-state operator through wholesale and retail channels in medical and adult-use dispensaries in Florida, Massachusetts and Nevada (the "**MSO Business**"), and (b) cannabidiol ("**CBD**")-infused consumer product production, wholesale and retail operations online and through mall-based kiosk shops (the "**CBD Business**") (collectively, the "**Licensed Activities**"). GGB itself does not directly conduct any Licensed Activities.

18. The MSO Business continues to operate through five indirect, wholly-owned subsidiaries of GGB (the "**MSO Subsidiaries**"). The CBD Business was operated through six indirect, wholly-owned subsidiaries of GGB (the "**CBD Subsidiaries**") until March 19, 2020, when the CBD Business was indefinitely suspended due to, among other things, the onset of the COVID-19 pandemic. On April 3, 2020, the Ohio Court appointed a receiver over Green Growth Brands LLC and the other CBD Subsidiaries to distribute the assets of the CBD Subsidiaries and wind down their operations.

CIRCUMSTANCES LEADING TO THE APPLICANTS' CCAA FILING

19. The creation of the GGB Group was funded through equity and debt financing. The GGB Group's operations have always been cash flow negative. Commencing in early 2019, the GGB Group began experiencing liquidity issues. The Proposed Monitor understands that efforts to obtain further financing through 2019 coincided with the cannabis market being less robust than anticipated, and as a result, investors becoming concerned about investing in cannabis operations.

20. GGB currently has in excess of $100 million of secured debt (collectively, the "**Secured Debt**") which includes:

    a. A promissory note (as amended and restated) issued to GA Opportunities Corp. ("**GAOC**") in the principal amount of $39,000,000, bearing interest at a rate of 3.00% per annum, originally due on November 15, 2019 the ("**GAOC Note**"). The GAOC Note matured on March 15, 2020. On May 4, 2020, GGB received notice that the GAOC Note had been acquired by WMB Resources LLC.

b. Secured convertible debentures issued on May 17, 2019 in the aggregate principal amount of US$45,500,000 bearing interest at a rate of 15.00% per annum (the "**May Debentures**"). The May Debentures had a maturity date of May 17, 2020.

c. Secured convertible debentures issued pursuant to equity commitment letters entered into on August 14, 2019 with each of All Js Greenspace LLC ("**All Js**") and Chiron Ventures Inc. ("**Chiron**" and together with All Js, the "**Backstop Providers**") to subscribe for 8.00% secured convertible debentures (the "**Backstop Debentures**"). As of May 18, 2020, GGB has issued an aggregate principal amount of US$23,717,000 of Backstop Debentures, allocated amongst the Backstop Providers.

d. A promissory note issued on May 4, 2020 to All Js (the "**First All Js Secured Note**") in the principal amount of US$400,000, bearing interest at a rate of 5.00% per annum, due and payable on demand.

e. A promissory note issued on May 12, 2020 to All Js (the "**Second All Js Secured Note**" and, together with the First All Js Secured Note, the "**All Js Secured Notes**") in the principal amount of US$400,000, bearing interest at a rate of 5.00% per annum, due and payable on demand.

21. In addition, GGB has various unsecured debts including:

a. 15.00% convertible notes in the principal amounts of US$5,800,000 and US$11,400,000 (the "**Convertible Spring Oaks Notes**") which related to a transaction with one of its subsidiaries GGB Florida LLC and a 15% secured note in the principal amount of US$1 million (the "**Working Capital Spring Oaks Note**" and, collectively with the Convertibles Spring Oaks Notes, the "**Spring Oaks Notes**") issued in consideration of the advance of working capital to Spring Oaks. To date, US$500,000 has been advanced pursuant to the Working Capital Spring Oaks Note. The Spring Oaks Notes are secured against all of GGB Florida LLC's assets, but are not secured against any of GGB's assets. On May 4, 2020, GGB received notice that Green Ops Group LLC, an entity related to WMB Resources LLC had acquired the Spring Oaks Notes. On May 15, 2020 GGB received notice of default under the Spring Oaks Notes.

b. A promissory note (the "**Moxie Note**") issued by one of GGB's subsidiaries and guaranteed by GGB to MXY Holdings LLC ("**Moxie**") in the principal amount of US$5,000,000, bearing interest at a rate of 6.00% per annum, due and payable on July 8, 2022. On December 18, 2019, GGB issued to Moxie an unsecured promissory note (the "**Moxie Termination Note**") in the principal amount of US$3,962,400, bearing interest of US$37,600, due and payable on the earlier of: (a) July 1, 2020, or (b) an Event of Default under the Moxie Termination Note, which included a cross-default under the Moxie Note. On April 6, 2020, GGB received notice of default related to the Moxie Termination Note and a litigation has been commenced against GGB in connection with the obligations owing pursuant to the Moxie Note and the Moxie Termination Note.

c. An unsecured promissory note issued to All Js in the principal amount of US$2,770,000, bearing interest at a rate of 5.00% per annum, due and payable on demand by All Js. This note was to provide financing for GGB to meet it urgent liquidity needs.

d. Guarantees under 13 lease agreements entered into by the CBD Business related to the retail sale of CBD via mall-based kiosk shops (the "**CBD Leases**").

22. In addition to the unsecured debt as described above, GGB is also subject to four pieces of litigation in the United States. These four pieces of litigation are described in additional detail in the Whitaker Affidavit and seek damages in excess of US$11.5 million.

23. GGB is also a defendant in an Ontario action commenced by Friedmann Equities Inc. ("**Friedmann**") in November 2019, seeking damages of $5 million for the alleged breach of a consulting contract, whereby Friedmann agreed to provide certain consulting services to GGB to assist in securing retail locations in Ontario for the sale of cannabis products.

24. In recent months, the GGB Group's liquidity tightened, which caused it to miss certain payments and to be unable to meet its obligations as they generally become due.

25. It is the Proposed Monitor's understanding that many other licensed producers of cannabis face similar pressures due to capital market conditions challenging the cannabis industry in recent months. The Applicants have entered into a potential stalking horse sale transaction and agreed the terms of a Court approved sale and investment solicitation process as discussed in further detail below. The proposed CCAA proceedings will allow GGB to maintain its subsidiaries and its own business operations, preserve supplier relationships, preserve jobs for its employees, and provide stability for the benefit of all the Applicants' stakeholders while it pursues a sale transaction.

OVERVIEW OF APPLICANTS' THIRTEEN WEEK CASH FLOW PROJECTION

26. The Applicants, with the assistance of the Proposed Monitor, have prepared a Cash Flow Forecast for the 13 week period from May 17, 2020 to the week ending August 15, 2020 (the "**Cash Flow Period**") for the purpose of projecting the Applicants' estimated liquidity needs during the Cash Flow Period. A copy of the Cash Flow Forecast is attached as Appendix "**A**" to this Report.

27. The Cash Flow Forecast is presented on a weekly basis during the Cash Flow Period and represents the estimates of Management for the projected cash flow during the Cash Flow Period. The Cash Flow Forecast has been prepared by the Applicants using probable and hypothetical assumptions (the "**Assumptions**") set out in the notes to the Cash Flow Forecast.

28. The Proposed Monitor has reviewed the Cash Flow Forecast through inquiries, analytical procedures, discussions, and review of documents related to the Information supplied to it by certain key members of Management and employees of the Applicants. Based on the Proposed Monitor's review, nothing has come to its attention that causes it to believe, in all material respects, that:

   a. the Assumptions are not consistent with the purpose of the Cash Flow Forecast;

   b. as at the date of this Report, the Assumptions are not suitably supported and consistent with the plans of the Applicants or do not provide a reasonable basis for the Cash Flow Forecast, given the probable and hypothetical assumptions; or

   c. the Cash Flow Forecast does not reflect the Assumptions.

29. The Applicants maintain bank accounts with Alterna Savings and Credit Union Ltd. ("**Alterna**"). One bank account is used for processing payroll and another used for general operating disbursements including transfers to the MSO Subsidiaries. The GGB Group utilizes various chequing accounts with banks located in the states of Arizona, Florida, Massachusetts and Ohio to support operations in the United States.

30. The Cash Flow Forecast shows that during the Cash Flow Period, the Applicants project estimated disbursements of approximately US$1.8 million. In addition, the Applicants project net cash outflow from operations in its US subsidiaries, excluding Florida, of approximately US$6.5 million. The Cash Flow Forecast projects that the Applicants will have sufficient liquidity during the first 13 weeks of the CCAA proceedings, subject to Court approval of the interim financing agreement (the "**DIP Agreement**") and the related DIP Charge (discussed later herein) to fund these amounts.

31. The Proposed Initial Order has limited the initial DIP Charge to US$7.2 million.

32. With respect to the Florida operations, as discussed above, all of the assets in Florida are subject to a first ranking secured charge in favour of Green Ops Group LLC pursuant to the Spring Oaks Notes. Also as set out above, on May 15, 2020, GGB received notice of default under the Spring Oaks Notes.

33. The Cash Flow Forecast shows that during the Cash Flow Period, the Applicants project net cash outflow in its Florida operations of approximately US$1.5 million. This amount is net of an expected further advance of US$500,000 pursuant to the Working Capital Spring Oaks Note described above. The proposed DIP Agreement provides that funds advanced pursuant to the DIP Agreement cannot be used to fund the Florida operations.

34. The Applicants are currently pursuing a potential sale of the Florida operations and have entered into a forbearance agreement with Green Ops Group LLC to provide the Applicants time to conclude such a sale transaction. Pursuant to the forbearance agreement, Green Ops Group LLC has agreed to advance the US$500,000 under the Working Capital Spring Oaks Note as described above. However, the Applicants

currently do not have committed funding in place for the Florida operations for the duration of the Cash Flow Period.

RELEVANT MATTERS ADDRESSED IN THE PROPOSED INITIAL ORDER

35. All Js has agreed to fund these CCAA proceedings through a debtor-in-possession loan facility (the "**DIP Agreement**"). The Applicants and All Js together with Capital Transfer Agency, as trustee (the "**Debentures Trustee**") under the May Debentures and the Backstop Debentures have also entered into a stalking-horse agreement (the "**Stalking Horse APA**") pursuant to which All Js and the Debentures Trustee will act as a stalking-horse bidder pursuant to a Court-approved sale and investment solicitation process (the "**SISP**"). No relief is being sought in this initial application with respect to the Stalking Horse APA or the SISP.

36. The Proposed Initial Order provides for three super-priority charges (collectively, the "**Super-Priority Charges**") on the current and future assets, undertakings and properties of the Applicants, wherever located, including all proceeds thereof that rank in the following order:

    a. first, the Administration Charge (US$1,000,000);

    b. second, the Directors' Charge ($25,000); and

    c. third, the DIP Lender's Charge (US$1,000,000).

37. The Proposed Monitor understands that GGB has provided their secured creditors with notice prior to commencing these CCAA proceedings. Such secured creditors will be included on the Service List in connection with these CCAA proceedings moving forward and, as such, will be provided with motion materials in connection with the comeback motion, upon which the Applicants will seek, among other things, a stay extension.

THE ADMINISTRATION CHARGE

38. The Proposed Initial Order provides for a charge up to a maximum amount of US$1,000,000 (the "**Administration Charge**") in favour of counsel to the Applicants, the Proposed Monitor and the Proposed Monitor's independent counsel, as security for the professional fees and disbursements incurred prior to and after the commencement of the CCAA proceedings. Professional fee obligations secured by the Administration Charge will be paid in the ordinary course from funding provided by, among other things, the DIP Agreement.

39. The Proposed Monitor is of the view that given (i) the current liquidity constraints of the Applicants; (ii) that the Applicants hold minimal assets directly; and (iii) that the Applicants will likely have no assets left upon closing of the Stalking Horse APA, the proposed Administration Charge is required. The Proposed Monitor believes the quantum of the Administration Charge is reasonable in the circumstances based upon a review and assessment of the anticipated professional costs that have been incurred or will be incurred and unpaid at particular points during these CCAA proceedings.

DIRECTOR'S CHARGE

40. The Proposed Initial Order provides for a charge in an amount not to exceed $25,000 (the "**Directors' Charge**") to secure an indemnity in favour of the current and future directors and officers of the Applicants (the "**Director and Officers**") against obligations and liabilities that they may incur as director or officers of the Applicants after the commencement of these CCAA proceedings, except to the extent that the obligation or liability is incurred as a result of such director's or officer's gross negligence or willful misconduct.

41. The Director 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, to the extent such coverage is insufficient to pay an indemnified amount as described above, or to the extent that such coverage is denied by the insurance provider.

42. The quantum of the proposed Directors' Charge is small given that the Applicants will have no employees in Canada post May 30, 2020 and have no sales in Canada and hence, expect no remittances of harmonized sales taxes to be owing. The Proposed Monitor is of the view that the proposed Directors' Charge is therefore reasonable.

DIP LENDER'S CHARGE

43. In order to provide the required liquidity needed to fund the operations of the GGB Group during the CCAA proceedings, the Applicants are seeking the approval of the DIP Agreement, pursuant to which All Js (the "**DIP Lender**") agreed to provide the interim financing required by the Cash Flow Forecast, subject to the terms of the DIP Agreement. In addition to the approval of this proposed DIP Agreement, the Proposed Initial Order also provides for the creation of a related charge of US$1,000,000 (the "**DIP Lender's Charge**") to match the maximum allowable borrowing amount as proposed in the Proposed Initial Order.

44. The DIP Lender's Charge will be secured by all existing and after acquired real and personal, tangible and intangible, assets of the Applicants. A copy of the DIP Agreement is attached to the Whitaker Affidavit.

45. The following is a summary of the material terms of the DIP Agreement:

a. The DIP Agreement is a secured non-revolving credit facility with monies to be advanced in accordance with the Cash Flow Forecast;

b. The maximum principal amount is US$7.2 million with an outside term of 120 days following the date that all conditions to the DIP Agreement have been satisfied;

c. Advances under the DIP Agreement are to be made as follows:

    i. The initial advance is subject to the Court issuing the initial order pursuant to the CCAA and granting the DIP Charge; and

    ii. Subsequent advances shall be made weekly on two business days prior written request to the DIP Lender and approved by the Monitor.

d. Advances shall be used to:

    i. fund financial advisory fees and professional fees (including, *inter alia*, fees of the Monitor, fees of counsel to the Monitor and fees of counsel to the Applicants);

    ii. fund the payment of interest and other amounts payable to the DIP Lender pursuant to the DIP Agreement; and

    iii. fund the operations of the GGB Group during the CCAA proceedings in pursuit of a successful bid pursuant to and in accordance with the SISP, and in accordance with the Cash Flow Forecast or any revised versions as approved by the DIP Lender.

e. Interest shall be compounded and payable monthly in arrears in cash on the last business day of each month, at a rate of 5% per annum. Upon default, all overdue amounts shall bear an additional interest rate of 2% per annum payable on demand in arrears in cash.

46. As described in the Cash Flow Forecast, the Applicants have a critical and immediate need for interim financing. Without access to the DIP Agreement, the Applicants will be unable to maintain their operations and execute on the proposed SISP or a potential sale transaction. The Proposed Monitor understands that the majority of the Applicants' secured lenders support the DIP Agreement. Accordingly, the Proposed Monitor is of the view that the Applicants' request for approval of the DIP Agreement and the DIP Charge is required and reasonable in the circumstances prior to the comeback hearing.

CONCLUSIONS AND RECOMMENDATIONS

47. The Proposed Monitor has reviewed the Applicants' CCAA application materials and has consented to act as the Monitor of the Applicants, should this Court grant the Proposed Initial Order.

48. For the reasons stated herein, the Proposed Monitor believes it is appropriate for the Applicants to be granted protection under the CCAA and respectfully requests that the Court grant the Proposed Initial Order.

All of which is respectfully submitted this 19th day of May, 2020.

ERNST & YOUNG INC., in its capacity as Proposed Monitor of the Applicant, and not in its corporate or personal capacity.

per:

Sharon Hamilton

Sharon Hamilton, CPA, CA, CIRP, LIT
Senior Vice President

Appendix "A"

Cash Flow Forecast

Green Growth Brands Inc.

Green Growth Brands Inc. (Canadian Company)

Green Growth Brands Inc. (Canadian Company)

(USD)		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	**Note**	**23-May-20**	**30-May-20**	**6-Jun-20**	**13-Jun-20**	**20-Jun-20**	**27-Jun-20**	**4-Jul-20**	**11-Jul-20**	**18-Jul-20**	**25-Jul-20**	**1-Aug-20**	**8-Aug-20**	**15-Aug-20**	**13 Week**
Opening Available Cash		-	52,679	52,830	46,009	52,188	55,366	51,545	66,327	62,506	65,506	55,464	43,464	59,464	-
Disbursements															
Payroll Expenses & Group Benefits	1	-	3,750	-	-	-	-	-	-	-	-	-	-	-	**3,750**
Source Deductions	2	-	1,929	-	-	-	-	-	-	-	-	-	-	-	**1,929**
Selling, General & Administrative	3	-	143	3,000	-	3,000	-	3,000	-	3,000	-	3,000	-	3,000	**18,143**
Board Fees	4	-	7,143	-	-	-	-	-	-	-	-	-	-	-	**7,143**
Restructuring Costs	5	282,321	245,321	123,821	123,821	123,821	123,821	123,821	123,821	84,000	84,000	84,000	84,000	84,000	**1,690,571**
DIP Interest Payments & Commitment Fee	6	-	1,563	-	-	-	-	13,396	-	-	26,042	-	-	-	**41,000**
Total Disbursements		282,321	259,848	126,821	123,821	126,821	123,821	140,217	123,821	87,000	110,042	87,000	84,000	87,000	**1,762,536**
Net Cash flow from Operations		(282,321)	(259,848)	(126,821)	(123,821)	(126,821)	(123,821)	(140,217)	(123,821)	(87,000)	(110,042)	(87,000)	(84,000)	(87,000)	**(1,762,536)**
DIP Draw/(Payback) for Operations		375,000	490,000	460,000	650,000	310,000	930,000	255,000	2,550,000	230,000	210,000	305,000	100,000	335,000	**7,200,000**
Intercompany Transfer		(40,000)	(230,000)	(340,000)	(520,000)	(180,000)	(810,000)	(100,000)	(2,430,000)	(140,000)	(110,000)	(230,000)	-	(260,000)	**(5,390,000)**
Closing Cash / (Indebtedness)		**52,679**	**52,830**	**46,009**	**52,188**	**55,366**	**51,545**	**66,327**	**62,506**	**65,506**	**55,464**	**43,464**	**59,464**	**47,464**	**47,464**
Opening DIP Facility		-	375,000	865,000	1,325,000	1,975,000	2,285,000	3,215,000	3,470,000	6,020,000	6,250,000	6,460,000	6,765,000	6,865,000	**-**
Draw / (Repayment)		375,000	490,000	460,000	650,000	310,000	930,000	255,000	2,550,000	230,000	210,000	305,000	100,000	335,000	**7,200,000**
Closing DIP Facility		375,000	865,000	1,325,000	1,975,000	2,285,000	3,215,000	3,470,000	6,020,000	6,250,000	6,460,000	6,765,000	6,865,000	7,200,000	**7,200,000**

U.S. Home Office

U.S. Home Office

(USD)		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	**Note**	**23-May-20**	**30-May-20**	**6-Jun-20**	**13-Jun-20**	**20-Jun-20**	**27-Jun-20**	**4-Jul-20**	**11-Jul-20**	**18-Jul-20**	**25-Jul-20**	**1-Aug-20**	**8-Aug-20**	**15-Aug-20**	**Total**
Opening Available Cash		-	26,675	29,400	31,775	25,233	32,183	25,608	27,983	24,859	30,634	33,534	28,234	28,209	-
Disbursements															
Payroll Expenses & Group Benefits	1	-	91,000	-	70,000	-	70,000	-	-	78,200	-	78,200	-	78,200	**465,600**
Selling, General & Administrative	2	3,325	25	3,625	25	3,050	325	3,625	25	3,025	850	3,100	25	3,050	**24,075**
Selling, General & Administrative (AP Catch-Up)	3	-	-	50,000	50,000	50,000	50,000	50,000	50,000	-	-	-	-	-	**300,000**
Rent, Utilities, Insurance, Property Taxes	4	-	-	4,000	66,517	-	-	4,000	23,517	43,000	-	4,000	-	66,517	**211,551**
Duties & Taxes	5	-	-	-	-	-	-	-	2,089,582	-	-	-	-	-	**2,089,582**
Restructuring	6	-	106,250	-	-	-	106,250	-	-	-	106,250	-	-	106,250	**425,000**
Total Disbursements		3,325	197,275	57,625	186,542	53,050	226,575	57,625	2,163,124	124,225	107,100	85,300	25	254,017	**3,515,808**
Net Cash flow from Operations		(3,325)	(197,275)	(57,625)	(186,542)	(53,050)	(226,575)	(57,625)	(2,163,124)	(124,225)	(107,100)	(85,300)	(25)	(254,017)	**(3,515,808)**
Intercompany Transfer		30,000	200,000	60,000	180,000	60,000	220,000	60,000	2,160,000	130,000	110,000	80,000	-	250,000	**3,540,000**
Closing Cash / (Indebtedness)		**26,675**	**29,400**	**31,775**	**25,233**	**32,183**	**25,608**	**27,983**	**24,859**	**30,634**	**33,534**	**28,234**	**28,209**	**24,192**	**24,192**

Green Growth Brands Inc.

Nevada

(USD)		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	**Note**	**23-May-20**	**30-May-20**	**6-Jun-20**	**13-Jun-20**	**20-Jun-20**	**27-Jun-20**	**4-Jul-20**	**11-Jul-20**	**18-Jul-20**	**25-Jul-20**	**1-Aug-20**	**8-Aug-20**	**15-Aug-20**	**Total**
Opening Available Cash		1,700,000	1,871,023	623,921	258,364	253,039	322,714	257,389	258,742	249,391	364,674	379,956	251,924	267,207	**1,700,000**
Sales Receipts	1	454,300	536,900	582,355	582,355	582,355	582,355	664,955	664,955	664,955	664,955	664,955	664,955	664,955	**7,975,300**
Total Receipts		454,300	536,900	582,355	582,355	582,355	582,355	664,955	664,955	664,955	664,955	664,955	664,955	664,955	**7,975,300**
Disbursements															
Merchandise Vendor Payments	2	38,500	91,000	211,500	234,250	234,250	234,250	183,750	183,750	183,750	183,750	183,750	183,750	183,750	**2,330,000**
Merchandise Vendor Payments (AP Catch-Up)	3	164,633	164,633	164,633	164,633	164,633	164,633	164,633	164,633	-	-	-	-	-	**1,317,066**
Production Costs (excl. Payroll)	4	31,028	31,028	31,028	37,234	37,234	37,234	37,234	44,680	44,680	44,680	44,680	44,680	44,680	**510,101**
Payroll Expenses & Group Benefits	5	-	254,504	-	275,000	-	275,000	-	300,000	-	300,000	-	300,000	-	**1,704,504**
Selling, General & Administrative	6	49,116	119,116	69,116	76,562	76,562	126,562	121,242	121,242	121,242	121,242	171,242	121,242	121,242	**1,415,727**
Selling, General & Administrative (AP Catch-Up)	7	-	-	100,000	100,000	100,000	100,000	100,000	100,000	-	-	-	-	-	**600,000**
Rent, Utilities, Insurance, & Property Taxes	8	-	56,742	-	-	-	-	56,742	-	-	-	56,742	-	-	**170,227**
Duties & Taxes	9	-	1,066,978	631,635	-	-	260,000	-	-	200,000	-	456,572	-	-	**2,615,184**
Total Disbursements		283,277	1,784,002	1,207,912	887,679	612,679	1,197,679	663,601	914,306	549,672	649,672	912,986	649,672	349,672	**10,662,811**
Net Cash flow from Operations		171,023	(1,247,102)	(625,557)	(305,325)	(30,325)	(615,325)	1,353	(249,351)	115,282	15,282	(248,032)	15,282	315,282	**(2,687,511)**
Intercompany Transfer		-	-	260,000	300,000	100,000	550,000	-	240,000	-	-	120,000	-	-	**1,570,000**
Closing Cash / (Indebtedness)		**1,871,023**	**623,921**	**258,364**	**253,039**	**322,714**	**257,389**	**258,742**	**249,391**	**364,674**	**379,956**	**251,924**	**267,207**	**582,489**	**582,489**

Massachusetts

(USD)		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	**Note**	**23-May-20**	**30-May-20**	**6-Jun-20**	**13-Jun-20**	**20-Jun-20**	**27-Jun-20**	**4-Jul-20**	**11-Jul-20**	**18-Jul-20**	**25-Jul-20**	**1-Aug-20**	**8-Aug-20**	**15-Aug-20**	**Total**
Opening Available Cash		-	9,890	11,962	6,887	11,087	6,087	10,178	6,175	11,175	10,375	10,265	10,462	10,462	-
Disbursements															
Payroll Expenses & Group Benefits	1	-	9,000	-	10,800	-	10,800	-	-	10,800	-	10,800	-	10,800	**63,000**
Selling, General & Administrative (AP Catch-Up)	2	-	-	25,000	25,000	25,000	25,000	25,000	25,000	-	-	-	-	-	**150,000**
Rent, Utilities, Insurance, Property Taxes	3	110	18,928	75	-	-	110	19,003	-	-	110	19,003	-	-	**57,338**
Total Disbursements		110	27,928	25,075	35,800	25,000	35,910	44,003	25,000	10,800	110	29,803	-	10,800	**270,338**
Net Cash flow from Operations		(110)	(27,928)	(25,075)	(35,800)	(25,000)	(35,910)	(44,003)	(25,000)	(10,800)	(110)	(29,803)	-	(10,800)	**(270,338)**
Intercompany Transfer		10,000	30,000	20,000	40,000	20,000	40,000	40,000	30,000	10,000	-	30,000	-	10,000	**280,000**
Closing Cash / (Indebtedness)		**9,890**	**11,962**	**6,887**	**11,087**	**6,087**	**10,178**	**6,175**	**11,175**	**10,375**	**10,265**	**10,462**	**10,462**	**9,662**	9,662

Green Growth Brands Inc.

Florida

(USD)		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	Note	**23-May-20**	**30-May-20**	**6-Jun-20**	**13-Jun-20**	**20-Jun-20**	**27-Jun-20**	**4-Jul-20**	**11-Jul-20**	**18-Jul-20**	**25-Jul-20**	**1-Aug-20**	**8-Aug-20**	**15-Aug-20**	**Total**
Opening Available Cash		175,071	175,071	30,776	(20,674)	(236,126)	(284,326)	(380,793)	(746,428)	(806,694)	(842,694)	(871,911)	(1,245,996)	(1,256,446)	**175,071**
Investor Agreements	1	-	500,000	-	-	-	-	-	-	-	-	-	-	-	500,000
Total Receipts		-	500,000	-	-	-	-	-	-	-	-	-	-	-	500,000
Disbursements															
Production Costs	2	-	198,000	6,450	29,950	3,200	19,050	183,300	29,400	4,000	18,800	184,750	10,000	29,400	**716,300**
Production Costs (AP Catch-Up)	3	-	334,250	20,000	20,000	20,000	20,000	-	-	-	-	-	-	-	**414,250**
Payroll Expenses & Group Benefits	4	-	-	-	27,000	-	27,000	-	-	27,000	-	27,000	-	27,000	**135,000**
Selling, General & Administrative	5	-	20,417	25,000	10,417	5,000	10,417	35,000	10,417	5,000	10,417	35,000	-	5,000	**172,083**
Rent, Utilities, Insurance, Property Taxes	6	-	-	-	108,085	-	-	127,335	450	-	-	127,335	450	-	**363,655**
Rent, Utilities, Insurance, Property Taxes (AP Catch-Up)	7	-	91,629	-	-	-	-	-	-	-	-	-	-	-	**91,629**
Capital Expenditure	8	-	-	-	20,000	20,000	20,000	20,000	20,000	-	-	-	-	-	**100,000**
Total Disbursements		-	644,295	51,450	215,452	48,200	96,467	365,635	60,267	36,000	29,217	374,085	10,450	61,400	**1,992,917**
Net Cash flow from Operations		-	(144,295)	(51,450)	(215,452)	(48,200)	(96,467)	(365,635)	(60,267)	(36,000)	(29,217)	(374,085)	(10,450)	(61,400)	**(1,492,917)**
Intercompany Transfer		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Closing Cash / (Indebtedness)		**175,071**	**30,776**	**(20,674)**	**(236,126)**	**(284,326)**	**(380,793)**	**(746,428)**	**(806,694)**	**(842,694)**	**(871,911)**	**(1,245,996)**	**(1,256,446)**	**(1,317,846)**	**(1,317,846)**

IN THE MATTER OF THE CCAA OF GREEN GROWTH BRANDS INC., GGB CANADA INC., GREEN GROWTH BRANDS REALTY LTD. AND XANTHIC BIOPHARMA LIMITED (each an "Applicant" and collectively, the "Applicants").

Notes to the Unaudited Cash Flow Forecast of the Applicants

Disclaimer

In preparing this cash flow forecast (the "**Cash Flow Forecast**"), the Applicants have relied upon unaudited financial information and the Applicants have not attempted to further verify the accuracy or completeness of such information. The Cash Flow Forecast includes estimates concerning the operations of the Applicants and additional assumptions discussed below with respect to the requirements and impact of a *Companies' Creditors Arrangement Act* ("**CCAA**") filing. Since the Cash Flow Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Cash Flow Forecast period will vary from the Cash Flow Forecast, even if the assumptions materialize, and such variation may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

Overview

The Cash Flow Forecast includes receipts and disbursements of the Applicants and of its US subsidiaries during the Cash Flow Forecast period. The Applicants, with the assistance of Ernst & Young Inc., in its capacity as the proposed monitor of the Applicants (the "**Proposed Monitor**"), have prepared the Cash Flow Forecast based primarily on estimated disbursements related to the CCAA proceedings and the ongoing operations.

Business Unit: Green Growth Brands Inc. – Located in Toronto, Ontario

	Category	**Description**
1	Payroll Expenses & Group Benefits	This includes net payroll and benefits for one employee until the week ending May 30th, after which no staff will be directly employed by Green Growth Brands Inc.
2	Source Deductions	Represents employee and employer payroll source deductions to be remitted to the CRA.
3	Selling, General & Administrative	This includes a provision for software subscription fees, Canadian Securities Exchange fees, reimbursable employee expenses and other administrative related expenses.
4	Board Fees	Represents Board fees for the two Canadian entity board members for services in March April and May.
5	Restructuring Costs	Fees owing to or estimated to be incurred by the Applicant's legal counsel, the Monitor and the Monitor's legal counsel in connection with the CCAA filing.

	Category	Description
6	DIP Interest Payments & Commitment Fee	As per the DIP Agreement, interest is compounded monthly, payable in arrears on the first of the month at a rate of 5% per annum.

Business Unit: U.S. Home Office – GGB Holdings (Columbus, Ohio)

	Category	Description
1	Payroll Expenses & Group Benefits	This includes net payroll and benefits for twelve head office employees. Employees are paid on the 15th and 30th of the month for the period in arrears.
2	Selling, General & Administrative	This includes software subscription fees, network fees, postage fees, office supplies, cleaning expenses, and office equipment lease expenses.
3	Selling, General & Administrative (AP Catch-Up)	Management has conducted a detailed review of outstanding amounts owing and determined which vendors are necessary to continuing operations. Amounts forecasted reflect payments to these vendors. The majority relate to the provision of professional services, insurance, and store construction and design. Management notes that there are additional payables outstanding that have not been included in the Cash Flow Forecast at this time.
4	Rent, Utilities, Insurance, & Property Taxes	This includes property insurance, directors and officer's insurance, utilities and rent related to the home office.
5	Duties & Taxes	Amounts reflected include $1.1 million in federal tax owing for fiscal 2019 and $1.0 million in installments required to be made for fiscal 2020.
6	Restructuring	Represents fees owing to and to be incurred by U.S. legal counsel, Akerman LLP.

Business Unit: Nevada

	Category	Description
1	Sales Receipts	This includes cash and debit card receipts from retail and wholesale sales.
2	Merchandise Vendor Payments	This includes expenses related to the purchase of current product and inventory for the period following the CCAA filing.
3	Merchandise Vendor Payments (AP Catch-Up)	This includes amounts owed to key vendors that supplied product and inventory received prior to the CCAA filing. Management has performed a vendor by vendor analysis to determine if these vendors are required for ongoing operations and will continue to supply goods and services going forward. Management notes that there are additional payables outstanding to other vendors that have not been included in the Cash Flow Forecast at this time.

	Category	Description
4	Production Costs (excl. Payroll)	Costs included relate to cultivation, such as fertilizer and other consumables, utilities necessary to grow the plants, and rent and utilities of the cultivation facility.
5	Payroll Expenses & Group Benefits	This includes gross payroll (including the employee and employer portion of source deductions) and benefits for approximately one-hundred employees. These costs also include employees required for the cultivation of plants.
6	Selling, General & Administrative	This includes software subscription fees, network fees, postage fees, office supplies, cleaning expenses, and office equipment lease expenses.
7	Selling, General & Administrative (AP Catch-Up)	This includes amounts owing for expenses incurred prior to the CCAA filing and that are due to vendors that Management has assessed as necessary to continuing operations. Expenses relate to supplies and marketing and include rent for April and May. There currently exist additional payable outstanding to other vendors that have not been included in the Cash Flow Forecast at this time.
8	Rent, Utilities, Insurance, & Property Taxes	This includes rent for the home office as well as dispensaries.
9	Duties & Taxes	Represents the remittance of sales and use tax in Nevada for the months of February, March and April as well as the estimated on-going sales and use tax due during the cash flow forecast period.

Business Unit: Massachusetts

	Category	Description
1	Payroll Expenses & Group Benefits	This includes gross payroll (including the employee and employer portion of source deductions) and benefits for three employees. Employees are paid on the 15th and 30th of the month for the period in arrears.
2	Selling, General & Administrative (AP Catch-Up)	This represents payments for expenses that are pre-filing and are due to vendors involved with ongoing construction of dispensaries.
3	Rent, Utilities, Insurance & Property Taxes	This includes rent and utilities for one dispensary.

Business Unit: Florida

	Category	Description
1	Investor Agreements	This represents the second instalment in financing committed by WMB Resources LLC.
2	Production Costs	Costs included relate to cultivation, such as fertilizer and other consumables, utilities necessary to grow the plants, and rent of the facility.
3	Production Costs (AP Catch-Up)	This includes payments for expenses incurred prior to the CCAA filing related to production costs such as facility rent, fertilizer and other consumables.
4	Payroll Expenses & Group Benefits	This includes gross payroll (including the employee and employer portion of source deductions) and benefits for five employees including employees involved in the cultivation of plants. Employees are paid on the 15th and 30th of the month for the period in arrears.
5	Selling, General & Administrative	This includes software subscription fees, network fees, postage fees, office supplies, and cleaning expenses. Also included are fees of the medical director, security personnel, and a real estate broker.
6	Rent, Utilities, Insurance & Property Taxes	This includes flood insurance as well as rent and utilities for the home office as well as 5 dispensaries.
7	Rent, Utilities, Insurance & Property Taxes (AP Catch-Up)	Costs included relate to 5 dispensaries and the associated operating leases.
8	Capital Expenditure	Costs included relate to trucks and other equipment necessary for cultivation.