Court File No. CV-20-00641220-00CL

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**
**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF**
**GREEN GROWTH BRANDS INC., GGB CANADA INC., GREEN GROWTH BRANDS REALTY LTD. AND XANTHIC BIOPHARMA LIMITED**

Applicants

# SUPPLEMENTARY MOTION RECORD RE COMEBACK MOTION
**(Returnable June 1, 2020)**

May 31, 2020

**Stikeman Elliott LLP**
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**Lawyers for the Applicants**

# INDEX

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**INDEX**

| TAB | DOCUMENT |
|---|---|
| 1 | Affidavit of Randy Whitaker sworn May 31, 2020 |
| 2 | Revised Draft Sale and Investment Solicitation Process |
| 3 | Blackline of the Revised Draft Sale and Investment Solicitation Process to the Draft Sale and Investment Solicitation Process Served on May 28, 2020 |

# TAB 1

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**AFFIDAVIT OF RAYMOND C. WHITAKER III**
**(Sworn May 31, 2020)**

I, Raymond C. Whitaker III, of the City of New Albany, in the State of Ohio, MAKE OATH AND SAY:

1. I am the Interim Chief Executive Officer of the Applicant Green Growth Brands Inc. ("**GGB**" or the "**Company**"). I have been the Interim Chief Executive Officer of GGB since March 19, 2020. Prior to my role as Interim Chief Executive Officer, I was the Chief Operating Officer of GGB and had held that position since February 2019.

2. In my current role as Interim CEO of GGB, I have oversight of the GGB Group's (as defined below) day to day operations. As such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. I have also reviewed the records, press releases, and public filings of GGB and have spoken with certain of the directors, officers and/or employees of the GGB Group, as necessary. Where I have relied upon information from others, I believe the information to be true.

3. All references to currency in this affidavit are references to Canadian dollars, unless otherwise indicated.

4. I swear this affidavit further to my affidavit sworn May 26, 2020 (the "**Comeback Affidavit**") and in reply to the affidavit of Michael D. Horvitz sworn May 28, 2020 (the "**Horvitz Affidavit**"). All capitalized terms not otherwise defined herein are as defined in the Comeback Affidavit.

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RCW III

5. The Horvitz Affidavit raises several issues with respect to the DIP Agreement, the SISP and the Stalking Horse APA (collectively, the "**Agreements**"), including allegations that the Agreements were not negotiated at arms' length.

6. As noted in my affidavit sworn May 19, 2020 in support of the initial CCAA application, in February 2020 GGB formed the Special Committee, whose original mandate was to conduct a strategic review process with respect to the CBD Business in order to evaluate potential cost saving measures to enable GGB to achieve financial stability and sustainable profit and growth**.** In mid-April 2020, the Special Committee was reconstituted to cover the full range of strategic options available to GGB, including (a) pursuing potential sources of financing to fund GGB's on-going working capital requirements, maturing debt and other obligations of GGB and its subsidiaries, (b) considering potential cost savings measures and/or available operational efficiencies and (c) considering other strategic alternatives available to GGB such as strategic alliances, joint ventures, reorganization transactions, restructuring transactions and arrangement proceedings. The Special Committee consisted of Carli Posner as Chair, as well as Marc Lehmann and Tim Moore, each of whom is an independent director in connection with the proposed transactions for purposes of Part 7 of Multilateral Instrument 61-101.

7. In light of GGB's severe liquidity crisis, and on the recommendation of the Special Committee, GGB's Board of Directors (the "**Board**") authorized management and counsel to negotiate short-term debt financing to fund operations and the Agreements, and to report back to the Special Committee and the Board as negotiations progressed.

8. Management (consisting of Brian Logan, Kent Kiffner and myself), spent considerable time over a period of weeks negotiating short-term debt financing to fund operations and the Agreements. The Special Committee was kept apprised of developments during the course of negotiations and was provided with the opportunity to ask questions of management and counsel regarding the proposed terms of the short-term debt financing, the negotiation of the Agreements and preparations for a potential CCAA filing through periodic meetings.

9. At the recommendation of the Special Committee and with approval of the Board, EY was engaged as financial advisor and potential Monitor approximately two weeks prior to the commencement of the CCAA Proceedings. EY worked with management to prepare a cash flow forecast, both for purposes of the potential CCAA filing, as well as for use as the DIP Budget. EY

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RCW III

participated in the negotiation of the DIP Agreement and the DIP Budget, and reviewed and commented on the SISP before it was finalized.

10. Ultimately, management presented the negotiated Agreements to the Special Committee and the Board, and the Special Committee recommended to the Board that it authorize and approve the Agreements. The Board entered into a resolution to authorize GGB to enter into the Agreements and commence CCAA Proceedings. Jean Schottenstein declared a potential conflict of interest relating to the Agreements and abstained from voting on the motion before the Board to authorize GGB to enter into the Agreements. The Board enterd into a resolution to authorize GGB to enter into the Agreements and commence CCAA Proceedings.

I confirm that while connected via video conference technology, Raymond C. Whitaker III showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I confirm that I have reviewed each page of this affidavit with Raymond C. Whitaker III and verify that the pages are identical.

Sworn before me by video conference from the City of Fountain Hills, Arizona, to the City of Toronto, Ontario, on May 31, 2020.

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for Taking Affidavits

DocuSigned by:
Raymond C. Whitaker III
50830AA0086A4D3...

**Raymond C. Whitaker III**

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

Court File No.: CV- 20-00641220-00CL

*ONTARIO*
**SUPERIOR COURT OF JUSTICE**
**(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**AFFIDAVIT OF**
**RAYMOND C. WHITAKER III**

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**Lawyers for the Applicants**

TAB 2

## Sale and Investment Solicitation Process

## INTRODUCTION

### Overview

On May 20, 2020, Green Growth Brands Inc. ("**GGB**"), GGB Canada Inc., Xanthic Biopharma Limited, and Green Growth Brands Realty Ltd. (collectively, the "**Applicants**") were granted an initial order (as amended or amended and restated from time to time, the "**Initial Order**") under the *Companies' Creditors Arrangement Act* (the "**CCAA**" and the "**CCAA Proceedings**") by the Ontario Superior Court of Justice (the "**Court**"). The Initial Order, as amended and restated on May 29, 2020, among other things:

(a) stays all proceedings against the Applicants, their assets and their respective directors and officers;

(b) appoints Ernst & Young Inc. as the monitor of the Applicants (in such capacity, the "**Monitor**"); and

(c) authorizes the Applicants to enter into a debtor-in-possession financing agreement (the "**DIP Financing**") with All Js Greenspace LLC ("**All Js**" or the "**DIP Lender**") whereby All Js agreed to provide a maximum principal amount of US$7.2 million (subject to increases from time to time approved by the DIP Lender and the Court) in financing to GGB for its benefit and the benefit of its subsidiaries and grants a corresponding charge (the "**DIP Charge**") over all of the Applicants' present and future assets, property and undertakings of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**").

On June 1, 2020, the Applicants obtained an Order (the "**SISP Order**") that, among other things, (i) approved the sale and investment solicitation process described herein (the "**SISP**"), and (ii) authorized GGB to enter into a fully binding and conditional acquisition agreement (the "**Stalking Horse Agreement**") between GGB, Capital Transfer Agency ULC in its capacity as Debenture Trustee under certain debentures issued by GGB (in such capacity, the "**Debenture Trustee**") and All Js (collectively with the Debenture Trustee, the "**Stalking Horse Bidder**") pursuant to which the Stalking Horse Bidder through, among other things, a credit bid, made an offer to purchase the Purchased Assets (as defined in the Stalking Horse Agreement).

The Applicants will conduct the SISP described herein under the supervision and with the assistance of the Monitor. Under the SISP, all qualified interested parties will be provided with an opportunity to participate in the SISP. The SISP is intended to find the highest and/or best offer for a restructuring and/or refinancing of the Applicants, a sale of the Property on a going concern basis, or a combination thereof, which may include a merger, reorganization, recapitalization, primary equity issuance or other similar transaction (the "**Transaction**").

The SISP Order, the procedures in respect of the SISP as contained herein (the "**SISP Procedures**") and any subsequent order issued by the Court pertaining to the SISP Procedures shall exclusively govern the process for soliciting and selecting bids for the Transaction.

**Defined Terms**

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Initial Order. In addition, in these SISP Procedures:

"**Priority Claims Amount**" means the aggregate amount owing (whether for principal, interest, fees, recoverable costs or otherwise) by GGB at the date upon which the transactions contemplated by the Successful Bid, if any, are completed, under:

(i) the DIP Financing;

(ii) the amended and restated promissory note dated November 15, 2019 issued by GGB to GA Opportunities Corp. (the "**GAOC Note**");

(iii) any court-ordered charges granted over the Property in the CCAA Proceedings; and

(iv) any other claims against the Property which, in accordance with applicable laws, rank in priority to the Senior Secured Claims Amount;

"**Senior Secured Claims Amount**" means the aggregate amount owing (whether for principal, interest, fees, recoverable costs or otherwise) by GGB as at the date upon which the transactions contemplated by the Successful Bid, if any, are completed, under:

(i) the convertible secured debentures issued by GGB pursuant to that certain convertible debenture indenture dated May 17 between GGB and the Debenture Trustee; and

(ii) the convertible secured debentures issued by GGB pursuant to that certain convertible debenture indenture dated October 18, 2019, as amended, between GGB and the Debenture Trustee;

"**Superior Offer**" shall mean an offer that is made by a Qualified Bidder (as defined herein) that:

(a) is credible, reasonably certain, and financially viable and on terms which are more favourable and no more burdensome or conditional than the terms contained in the Stalking Horse Agreement;

(b) provides for a minimum cash consideration in an amount equal to the aggregate of (i) the Senior Secured Claims Amount, which amount is to be indefeasibly received by the Debenture Trustee for immediate distribution to the holders of the Senior Secured Claims Amount in full satisfaction of the amounts owing thereto; (ii) the Priority Claims Amount, provided that the aggregate amount owing under the GAOC Note shall not be included if the Qualified Bidder has negotiated an agreement with the holder of the GAOC Note for the assumption of the note; (iii) a break fee in the amount of $2,000,000 (the "**Break Fee**"); (iv) a reimbursement of All Js actual fees, expenses and disbursements relating to the preparation and execution of the Stalking Horse Agreement up to a maximum amount of $150,000 (collectively with the Break Fee, the

"**Expense Reimbursement**"); and (v) an incremental overbid increment above the amounts set out in (i) to (iv) of $250,000; and

(c) assumes, at a minimum, the Assumed Obligations (as defined in the Stalking Horse Agreement).

**Solicitation Process**

The SISP Procedures set forth herein describe, among other things, the Property available for sale and the opportunity for an investment in the Applicants, the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Applicants, the manner in which bidders and bids become Qualified Bidders and Qualified Bids, respectively, the receipt and negotiation of bids received, the process for an Auction, if any, the ultimate selection of a Successful Bidder, if any (each as defined below), and the Court's approval thereof. The SISP shall be conducted by the Applicants, under the supervision and with the assistance of the Monitor, as provided for herein. In the event that there is disagreement as to the interpretation or application of these SISP Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute.

**Sale and Investment Opportunity**

A Confidential Information Memorandum (as defined below) describing the opportunity to acquire all or substantially all of the Property or invest in the Applicants will be made available by the Monitor to prospective purchasers or prospective strategic or financial investors that have executed a confidentiality agreement with the Applicants. One or more Qualified LOIs (as defined below) for less than substantially all of the Property will not be precluded from consideration as a Superior Offer.

**"As Is, Where Is"**

The sale of the Property or investment in the Applicants will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Monitor, the Applicants, or any of their agents or estates, except to the extent set forth in the definitive sale or investment agreement with a Successful Bidder.

**Free of Any and All Claims and Interests**

In the event of a sale, all of the rights, title and interests of the Applicants in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "**Claims and Interests**") pursuant to section 36(6) of the CCAA, such Claims and Interests to attach to the net proceeds of the sale of such Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant sale agreement with a Successful Bidder.

An investment in the Applicants may, at the option of the Successful Bidder, include one or more of the following: a restructuring, recapitalization or other form of reorganization of the business and affairs of the Applicants as a going concern; a sale of the Property to a newly formed acquisition entity on terms described in the above paragraph; or a plan of compromise or arrangement pursuant to the CCAA or any applicable corporate legislation which compromises the Claims and Interests as set out therein.

**Phase I – Initial Timing**

For a period of approximately four (4) weeks following the date of the SISP Order, or for such shorter period as the Monitor, in consultation with the DIP Lender, may determine appropriate ("**Phase 1**"), the Monitor will solicit non-binding letters of interest from prospective strategic or financial parties to acquire the Property or to invest in the Applicants ("**Non-Binding LOIs**").

**Publication Notice**

As soon as reasonably practicable after granting of the SISP Order approving these SISP Procedures, but in any event no more than five (5) business days after the issuance of the SISP Order, the Monitor shall cause a notice of the sale and investor solicitation process contemplated by these SISP Procedures and such other relevant information which the Monitor considers appropriate to be published in The Globe and Mail (National Edition) and such other publications as the Monitor, in consultation with the Applicants, may deem appropriate. At the same time, GGB shall issue a press release setting out the notice and such other relevant information in form and substance satisfactory to the Monitor, with Canada Newswire designating dissemination in Canada and major financial centres in the United States.

**Participation Requirements**

Unless otherwise ordered by the Court or as otherwise determined by the Monitor, in order to participate in the SISP, each person (a "**Potential Bidder**") must deliver to the Monitor at the address specified in Schedule "A" hereto (including by e-mail or fax transmission):

(a) prior to the distribution of any confidential information by the Monitor or the Applicants (including the Confidential Information Memorandum), an executed confidentiality agreement in form and substance satisfactory to the Monitor and the Applicants, which shall inure to the benefit of any purchaser of the Property or any investor in the Applicants under these SISP Procedures; and

(b) on or prior to the Phase I Bid Deadline, as defined below, specific indication of the anticipated sources of capital for the Potential Bidder and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit-quality support or enhancement that will allow the Monitor and its legal advisors to make, in their reasonable business or professional judgement, a determination as to the Potential Bidder's financial and other capabilities to consummate the transaction.

A Potential Bidder that has executed a confidentiality agreement, as described above, and delivers the documents described above, whose financial information and credit quality support or enhancement demonstrate to the satisfaction of the Monitor, in its reasonable business judgement, is likely (based on availability of financing, experience and other considerations) to be able to consummate a Sale Proposal (as defined below) or an Investment Proposal (as defined below) will be deemed a "**Qualified Bidder**".

The determination as to whether a Potential Bidder is a Qualified Bidder will be made as promptly as practicable after a Potential Bidder delivers all of the materials required above. If it is determined that a Potential Bidder is a Qualified Bidder, the Monitor will promptly notify the Potential Bidder that it is a Qualified Bidder.

**Due Diligence**

The Monitor shall provide any person seeking to become a Qualified Bidder that has executed a confidentiality agreement with a copy of a confidential information package providing additional information considered relevant to the potential Transaction (the "**Confidential Information Memorandum**"). The Monitor and the Applicants make no representation or warranty as to the information contained in the Confidential Information Memorandum or the information to be provided through the due diligence process in Phase 2 or otherwise, except, in the case of the Applicants, to the extent otherwise contemplated under any definitive sale or investment agreement with a Successful Bidder executed and delivered by the Applicants.

For greater certainty, Qualified Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Property and Applicants in connection with their participation in the SISP and any Transaction they enter into with the Applicants.

## PHASE I

**Seeking Non-Binding Letters of Interest from Qualified Bidders**

Qualified Bidders that desire to participate in Phase I (a "**Bidder**") shall submit a non-binding letter of interest (the "**Qualified Non-Binding LOI**") that complies with all of the following requirements to the Monitor at the addresses specified in Schedule "**A**" hereto (including by e-mail or fax transmission), so as to be received by it not later than 5:00 PM (Eastern Time) on July 6, 2020, or such later other date or time as may be agreed by the Applicants, the Monitor, and the DIP Lender (the "**Phase I Bid Deadline**"):

(a) the Qualified Non-Binding LOI may be an offer to (i) acquire all, substantially all or a portion of the Property (a "**Sale Proposal**"), or (ii) make an investment in, restructure, reorganize or refinance the Applicants (an "**Investment Proposal**"), but in either case must, in the reasonable business judgement of the Monitor and Applicants, constitute a Superior Offer;

(b) in the case of a Sale Proposal, it identifies or contains the following:

i. the purchase price or price range in Canadian dollars, including details of any liabilities to be assumed by the Qualified Bidder and key assumptions supporting the valuation;

ii. a description of the Property that is expected to be subject to the transaction and any of the Property expected to be excluded;

iii. a specific indication of the financial capability of the Qualified Bidder and the expected structure and financing of the transaction;

iv. a description of the conditions and approvals required for a final and binding offer;

v. an outline of any additional due diligence required to be conducted in Phase II (as defined below), if any, in order to submit a final and binding offer; and

vi. any other terms or conditions of the Sale Proposal that the Qualified Bidder believes are material to the transaction;

(c) in the case of an Investment Proposal, it identifies the following:

i. the direct or indirect investment target;

ii. a description of how the Qualified Bidder proposes to structure the proposed investment;

iii. the aggregate amount of the equity and/or debt investment to be made in the Applicants in Canadian dollars;

iv. the underlying assumptions regarding the pro forma capital structure (including the anticipated debt levels, debt service fees, interest, and amortization);

v. the equity, if any, to be allocated to the Senior Secured Claims, the Priority Claims, or any other secured or unsecured creditors of the Applicants;

vi. a specific indication of the financial capability of the Qualified Bidder and the expected structure and financing of the Transaction;

vii. a description of the conditions and approvals required for a final and binding offer;

viii. an outline of any additional due diligence required to be conducted in Phase II (as defined below), if any, in order to submit a final and binding offer; and

ix. any other terms or conditions of the Investment Proposal that the Qualified Bidder believes are material to the transaction;

(d) in the case of either of a Sale Proposal or an Investment Proposal, it:

i. contains such other information as reasonably requested by the Applicants and/or the Monitor to allow them to determine, among other things, whether it has a reasonable prospect of resulting in a Superior Offer;

ii. fully discloses the identity of each entity or person that will be entering into the Transaction, that is participating in, or benefiting form, such bid, including any equity holders;

iii. contains a certification from the Qualified Bidder that they are familiar with the Canadian and U.S. local and state-level cannabis regulations, and meet the requisite qualifications to be a license holder thereunder; and

iv. contemplates closing the Transaction set out therein on or before August 31, 2020 (the "**Outside Closing Date**") or such other date as may be agreed upon by the parties with the DIP Lender's consent.

The Monitor may, with the consent of the Applicants and the DIP Lender, such consent not to be unreasonably withheld, waive strict compliance with any one or more of the foregoing requirements and deem such non-compliant bids to be a Qualified Non-Binding LOI. In the event of any disagreement between the Monitor, the Applicants and the DIP Lender, the Monitor may apply to Court for advice and directions.

**Advance to Phase II**

Within three (3) business days following the Phase I Bid Deadline, or by such other later date as may be agreed by the Monitor, the Applicants, and the DIP Lender, the Monitor will, in consultation with the Applicants, assess the Qualified Non-Binding LOIs received during Phase I, if any, and determine whether there is a reasonable prospect of obtaining a Superior Offer. If the Monitor determines that there is such a reasonable prospect, the Monitor will recommend to the Applicants that the SISP continue into Phase II in accordance with these SISP Procedures ("**Phase II**"). If the Applicants accept such recommendation, the SISP will immediately thereafter continue to Phase II. If the Applicants do not accept such recommendation, the Monitor will report to the Court that the Applicants do not accept such recommendation, and will seek advice and directions from the Court with respect to the SISP.

If the Monitor, in consultation with the Applicants, determines that there is no reasonable prospect of a Qualified Non-Binding LOI resulting in a Superior Offer, the Monitor will forthwith advise the DIP Lender of such determination.

**Terminate the SISP**

The Monitor shall recommend to the Applicants that the SISP be terminated at the end of Phase I if:

(a) no Qualified Non-Binding LOI is received by the Monitor; or

(b) the Monitor determines that there is no reasonable prospect that any Qualified Non-Binding LOI received will result in a Superior Offer.

If the SISP is terminated pursuant to the Monitor's recommendation or pursuant to Court Order, the Applicants shall promptly take steps to complete the Transaction contemplated by the Stalking

Horse Agreement and the Monitor shall notify each Qualified Bidder that submitted a Qualified Non-Binding LOI that the SISP has been terminated.

## PHASE II

### Seeking Qualified Bids by Qualified Bidders

During Phase II, each Qualified Bidder that is not eliminated from the SISP in accordance with these SISP Procedures shall have such due diligence access to materials and information relating to the Property and the Applicants as the Monitor, in its reasonable business judgement and in consultation with the Applicants, deems appropriate, having regard to the advance to Phase II and the requirements of a Qualified Purchase Bid (defined below) and a Qualified Investment Bid (defined below) including, as appropriate, meetings with senior management of the Applicants.

A Qualified Bidder that is not eliminated from the SISP in accordance with these SISP Procedures and that desires to participate in Phase II will deliver written copies of a Qualified Purchase Bid or a Qualified Investment Bid to the Monitor at the address specified in Schedule "A" hereto (including by e-mail or fax transmission) so as to be received by it not later than 5:00 PM (Toronto time) on July 31, 2020, or such later other date or time as may be agreed by the Applicants, the Monitor, and the DIP Lender (the "**Phase II Bid Deadline**").

### Qualified Purchase Bids

A bid submitted to acquire all or substantially all of the Property will be considered a Qualified Purchase Bid only if (i) the bid is submitted by a Qualified Bidder who submitted a Qualified Non-Binding LOI on or before the Phase I Bid Deadline; (ii) the Qualified Bidder was not eliminated from the SISP in accordance with these SISP Procedures; and (iii) the Bid complies with all of the following (a "**Qualified Purchase Bid**"):

(a) it is on substantially the same terms as the Qualified Non-Binding LOI submitted by such Qualified Bidder in Phase I of these SISP procedures and constitutes, in the reasonable business judgement of the Monitor and Applicants, a Superior Offer;

(b) it includes a letter stating that the Qualified Bidder's offer is irrevocable until the earlier of (x) the selection of the Successful Bidder, and (y) thirty (30) days following the Phase II Bid Deadline, provided that if such Qualified Bidder is selected as the Successful Bidder its offer shall remain irrevocable until the closing of the sale to the Successful Bidder;

(c) it includes a duly authorized and executed acquisition agreement, including the purchase price for assets proposed to be acquired, expressed in Canadian dollars (the "**Purchase Price**"), together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such agreements);

(d) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed Transaction, that will allow the Monitor and the Applicants to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the Transaction contemplated by the bid;

(e) it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining financing;

(f) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of any such participants;

(g) it includes an acknowledgement and representation that the Qualified Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase agreement;

(h) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid;

(i) it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor, in trust, in an amount equal to 5% of the Purchase Price, to be held and dealt with in accordance with these SISP Procedures;

(j) it includes a representation that the Qualified Bidder is familiar with the Canadian and U.S. local and state-level cannabis regulations, meets the requisite qualifications to be a license holder thereunder, and includes evidence in form and substance reasonably satisfactory to the Monitor to support such representation; and

(k) it contains other information reasonably requested by the Applicants and the Monitor.

**Qualified Investment Bids**

A bid submitted to make an investment in the Applicants will be considered a Qualified Investment Bid only if (i) the bid is submitted by a Qualified Bidder who submitted a Qualified Non-Binding LOI on or before the Phase I Bid Deadline, (ii) the Qualified Bidder was not eliminated from the SISP in accordance with these SISP Procedures, and (iii) the bid complies with all of the following (a "**Qualified Investment Bid**"):

(a) it is on substantially the same terms as the Qualified Non-Binding LOI submitted by such Qualified Bidder in Phase I of these SISP procedures and constitutes, in the reasonable business judgement of the Monitor and the Applicants, a Superior Offer;

(b) it includes a duly authorized and executed term sheet describing the terms and conditions of the proposed transaction, including details regarding the proposed equity and debt structure of the Applicants following completion of the proposed transaction (the "**Term Sheet**");

(c) it includes a letter stating that the Qualified Bidder's offer is irrevocable until the earlier of (x) the selection of the Successful Bidder and (y) thirty (30) days following the Phase II Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the investment by the Successful Bidder;

(d) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow the Monitor to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the bid;

(e) it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining financing;

(f) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of any such participation;

(g) it includes an acknowledgement and representation that the Qualified Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Applicants or the completeness of any information provided in connection therewith except as expressly stated in the Term Sheet;

(h) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid;

(i) it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor, in trust, in an amount equal to 5% of the total investment contemplated by such Qualified Investment Bid, to be held and dealt with in accordance with these SISP Procedures;

(j) it includes a representation that the Qualified Bidder is familiar with the Canadian and U.S. local and state-level cannabis regulations, meets the requisite qualifications to be a license holder thereunder, and includes evidence in form and substance reasonably satisfactory to the Monitor to support such representation; and

(k) it contains other information reasonably requested by the Applicants and the Monitor.

Qualified Purchase Bids and Qualified Investment Bids shall hereinafter be referred to as "**Qualified Bids**" and each, a "**Qualified Bid**". For greater certainty, the Stalking Horse

Agreement shall be deemed to be a Qualified Bid. The Applicants and the Monitor may aggregate separate bids from unaffiliated Qualified Bidders to create one Qualified Bid.

If, at any point during Phase II, the Applicants and the Monitor collectively determine that a Bid capable of becoming a Successful Bid (as defined below) is not reasonably likely to be obtained by the Phase II Bid Deadline, or if no Qualified Bids are received on or before the Phase II Bid Deadline, the Applicants shall promptly take steps to complete the Transaction contemplated by the Stalking Horse Agreement. Following the Phase II Bid Deadline, the Monitor, in consultation with the Applicants, will assess the Qualified Bids received during Phase II, and determine which bids constitute Superior Offers. Without limiting the foregoing, Qualified Bids will be evaluated upon many factors, including, among other things, the:

(a) Purchase Price;

(b) identity, circumstances, and ability of the Qualified Bidder to successfully complete the Transaction;

(c) proposed Transaction documents;

(d) factors affecting the speed, certainty, and value of the Transaction;

(e) assets included or excluded from the Qualified Bid;

(f) claims that may be generated against GGB or its subsidiaries if the Transaction is completed on its terms; and

(g) likelihood and timing of consummating such Transaction.

Only Qualified Bidders whose bids have been designated as Superior Offers are eligible to become the Successful Bidder(s).

**Auction Procedures**

If the Monitor determines, in its reasonable business judgement, that one or more of the Qualified Bids is a Superior Offer, the Monitor will conduct an auction (the "**Auction**") (which the Applicants intend to transcribe) as soon as practicable following the Phase II Bid Deadline, by teleconference or at such location as shall be timely communicated by the Monitor to all entities entitled to attend the Auction.

The Auction shall be conducted in accordance with the following procedures:

(a) only the Applicants, the Stalking Horse Bidder, and any Qualified Bidders who submitted Qualified Bids determined to be Superior Offers (such Qualified Bidders, "**Auction Bidders**"), in each case along with their representatives and advisors, shall be entitled to attend the Auction;

(b) only the Stalking Horse Bidder and Auction Bidders will be entitled to participate as bidders in, or make any subsequent bids at, the Auction; <u>provided</u> that all such Auction

Bidders wishing to attend the Auction must have at least one individual representative with authority to bind such Auction Bidder attending the Auction;

(c) each Auction Bidder shall be required to confirm that it has not engaged in any collusion with respect to any aspect of these SISP Procedures;

(d) at least one (1) business day prior to the Auction, each Auction Bidder must inform the Monitor whether it intends to attend the Auction; provided that in the event an Auction Bidder elects not to attend the Auction, such Auction Bidder's Qualified Bid shall, subject to the terms of the Stalking Horse Agreement, nevertheless remain fully enforceable against such Auction Bidder until (i) the date of the selection of the applicable Successful Bidder (as defined below) at the conclusion of the Auction, or (ii) if selected as the Successful Bidder, until three (3) months after the execution of the applicable Stalking Horse Agreement;

(e) no later than one (1) day prior to the start of the Auction, the Monitor will provided copies of the Qualified Bid or Qualified Bids that the Monitor believes, in its discretion, is the highest or otherwise best offer for the Property or Applicants (the "**Starting Bid**") to the Stalking Horse Bidder and all other Auction Bidders;

(f) the Monitor, after consultation with its advisors, may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction, provided that such rules are: (i) not inconsistent with these SISP procedures, the CCAA, any order of the Court; (ii) provide that bids be made and received on an open basis, with all material terms of each bid to be fully disclosed to the Stalking Horse Bidder and other Auction Bidders; and (iii) are disclosed to the Stalking Horse Bidder and Auction Bidders at the Auction;

(g) bidding at the Auction will begin with the Starting Bids and continue in bidding increments (each, a "**Subsequent Bid**") providing a net value to the Applicants of at least an additional $250,000 above the prior bid. After the first round of bidding and between each subsequent round of bidding, the Monitor shall announce the bid (including the identity of the bidder or bidders and the value of such bid) that they believe to be the highest or otherwise best offer (the "**Highest Bid**");

(h) a round of bidding will conclude after the Stalking Horse Bidder and Auction Bidders have had the opportunity to submit a Subsequent Bid with full knowledge of the then Highest Bid;

(i) the Auction will end once a round of bidding concludes with no Subsequent Bid being submitted;

(j) for the purposes of evaluating the value of the consideration provided by the Subsequent Bids (including any Subsequent Bid by the Stalking Horse Bidder), the Monitor will give effect (on a dollar for dollar basis) to any applicable Expense Reimbursements payable to the Stalking Horse Bidder, as well as any additional liabilities to be assumed by an Auction Bidder and any additional costs which may be imposed on the Applicants; and

(k) the Auction may be adjourned as the Monitor deems appropriate; provided that reasonable notice of such adjournment and the time and place for the resumption of the Auction shall be given to the Stalking Horse Bidder and the Auction Bidders.

Following the conclusion of the Auction, the Monitor shall recommend to the Applicants that the Highest Bid, as established in the last round of the Auction, be selected and that a definitive agreement be negotiated and settled in respect of that Highest Bid, conditional upon Court approval and conditional on the Highest Bid closing within 30 days after the Phase II Bid Deadline, or such longer period as shall be agreed to by the Monitor and DIP Lender. In the event the Applicants do not wish to proceed with the Highest Bid, the Monitor shall so advise the Court and seek its advice and directions with respect to the SISP.

Once a definitive agreement has been negotiated and settled in respect of the Highest Bid, which has been selected by the Monitor or by Court Order (the "**Selected Superior Offer**") in accordance with the provisions hereof, the Selected Superior Offer shall be the "**Successful Bid**" hereunder and the person(s) who made the Selected Superior Offer shall be the "**Successful Bidder**" hereunder. In the event the Selected Superior Offer is not the Stalking Horse Agreement (as amended pursuant to the outcome of the Auction), the Deposit paid by the Successful Bidder shall be applied first to pay the Expense Reimbursements to the Stalking Horse Bidder, with the remaining balance to be dealt with in accordance with the definitive documents for the Transaction contemplated by such Successful Bid.

**Approval Motion**

The hearing to authorize some or all of the Applicants to enter into agreements with respect to the Successful Bid (the "**Approval Motion**") will be held on a date to be scheduled by the Court upon application by the Applicants. The Approval Motion may be adjourned or rescheduled by the Applicants with the consent of the DIP Lender, without further notice by an announcement of the adjourned date at the Approval Motion. All Qualified Bids (other than the Successful Bid) shall be deemed rejected on and as of the date of approval of the Successful Bid by the Court.

**Deposits**

All deposits shall be held by the Monitor in a single interest-bearing account designated solely for such purpose. A deposit paid by a Successful Bidder shall be dealt with in accordance with these SISP Procedures. Deposits, and any interest earned thereon, paid by Qualified Bidders not selected as a Successful Bidder, including any deposit paid by the Stalking Horse Bidder and interest earned thereon, shall be returned to such Qualified Bidders within three business days of Court approval of the Successful Bid.

**Confidentiality and Access to Information**

All discussions regarding a Transaction, Sale Proposal, Investment Proposal, Bid or Successful Bid should be directed through the Monitor. Under no circumstances should any members of management, employees, customers, suppliers, or other creditors of the Applicants be contacted by a Bidder directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP at the discretion of the Monitor.

Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Qualified Bidders, Bidders, Qualified Bids, the details of any Bids or Qualified Bids submitted or the details of any confidential discussions or correspondence between the Applicants, the Monitor and such other Bidders or Qualified Bidders in connection with the SISP, except to the extent that the Applicants and the Monitor, with the consent of the applicable participants, are seeking to combine separate Bids into a single Bid.

Notwithstanding the foregoing, under no circumstances will the Applicants or the Monitor share any material information concerning any of the Bids with any person.

**Supervision of the SISP**

The Monitor shall oversee, in all respects, the conduct of the SISP by the Applicants and, without limitation to that supervisory role, the Monitor will participate in the SISP in the manner set out in this SISP Procedure and is entitled to receive all information in relation to the SISP.

This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Applicants, the Monitor and any Qualified Bidder or any other party, other than as specifically set forth in a definitive agreement that may be signed with the Applicants.

Without limiting the preceding paragraph, the Applicants and the Monitor shall not have any liability whatsoever to any person or party, including without limitation any Qualified Bidder, Bidder, the Successful Bidder, the Applicants, the DIP Lender or any other creditor or other stakeholder of the Applicants, for any act or omission related to the process contemplated by this SISP Procedure, except to the extent such act or omission is the result of the gross negligence or wilful misconduct of the Monitor. By submitting a bid, each bidder or Successful Bidder shall be deemed to have agreed that it has no claim against the Monitor for any reason whatsoever, except to the extent that such claim is the result of the gross negligence of, or wilful misconduct by, the Monitor.

Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

Without prejudice to the rights of the Stalking Horse Bidder under the terms of the Stalking Horse Agreement, the Applicants and the Monitor shall have the right to modify the SISP (including, without limitation, pursuant to the Bid Process Letter) if, in their reasonable business judgement, such modification will enhance the process or better achieve the objectives of the SISP; provided that the Service List in this CCAA Proceeding shall be advised of any substantive modification to the procedures set forth herein.

The Monitor may at any time apply to the Court for advice and directions with respect to the conduct of the SISP.

## Schedule "A"

## Address of the Monitor

**<u>To the Monitor</u>**

Ernst & Young Inc.
EY Tower, 100 Adelaide St. W.
Toronto, ON M5H 0B3

Attn.: Sharon Hamilton
Tel: 416-943-2153
Email: sharon.s.hamilton@ca.ey.com

TAB 3

**Sale and Investment Solicitation Process**

## INTRODUCTION

### Overview

On May 20, 2020, Green Growth Brands Inc. ("**GGB**"), GGB Canada Inc., ~~Xianthic~~ Xanthic Biopharma Limited, and Green Growth Brands Realty Ltd. (collectively, the "**Applicants**") were granted an initial order (as amended or amended and restated from time to time, the "**Initial Order**") under the *Companies' Creditors Arrangement Act* (the "**CCAA**" and the "**CCAA Proceedings**") by the Ontario Superior Court of Justice (the "**Court**"). The Initial Order, as amended and restated on May 29, 2020, among other things:

(a) stays all proceedings against the Applicants, their assets and their respective directors and officers;

(b) appoints Ernst & Young Inc. as the monitor of the Applicants (in such capacity, the "**Monitor**"); and

(c) authorizes the Applicants to enter into a debtor-in-possession financing agreement (the "**DIP Financing**") with All Js Greenspace LLC ("**All Js**" or the "**DIP Lender**") whereby All Js agreed to provide a maximum principal amount of US$7.2 million (subject to increases from time to time approved by the DIP Lender and the Court) in financing to GGB for its benefit and the benefit of its subsidiaries and grants a corresponding charge (the "**DIP Charge**") over all of the Applicants' present and future assets, property and undertakings of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**").

On ~~May 29~~June 1, 2020, the Applicants obtained an Order (the "**SISP Order**") that, among other things, (i) approved the sale and investment solicitation process described herein (the "**SISP**"), and (ii) authorized GGB to enter into a fully binding and conditional acquisition agreement (the "**Stalking Horse Agreement**") between GGB, Capital Transfer Agency ULC in its capacity as Debenture Trustee under certain debentures issued by GGB (in such capacity, the "**Debenture Trustee**") and All Js (collectively with the Debenture Trustee, the "**Stalking Horse Bidder**") pursuant to which the Stalking Horse Bidder through, among other things, a credit bid, made an offer to purchase the Purchased Assets (as defined in the Stalking Horse Agreement).

The Applicants will conduct the SISP described herein under the supervision and with the assistance of the Monitor. Under the SISP, all qualified interested parties will be provided with an opportunity to participate in the SISP. The SISP is intended to find the highest and/or best offer for a restructuring and/or refinancing of the Applicants, a sale of the Property on a going concern basis, or a combination thereof, which may include a merger, reorganization, recapitalization, primary equity issuance or other similar transaction (the "**Transaction**").

The SISP Order, the procedures in respect of the SISP as contained herein (the "**SISP Procedures**") and any subsequent order issued by the Court pertaining to the SISP Procedures shall exclusively govern the process for soliciting and selecting bids for the Transaction.

**Defined Terms**

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Initial Order. In addition, in these SISP Procedures:

"**Priority Claims Amount**" means the aggregate amount owing (whether for principal, interest, fees, recoverable costs or otherwise) by GGB at the date upon which the transactions contemplated by the Successful Bid, if any, are completed, under:

(i) the DIP Financing;

(ii) the amended and restated promissory note dated November 15, 2019 issued by GGB to GA Opportunities Corp. (the "**GAOC Note**");

(iii) any court-ordered charges granted over the Property in the CCAA Proceedings; and

(iv) any other claims against the Property which, in accordance with applicable laws, rank in priority to the Senior Secured Claims Amount;

"**Senior Secured Claims Amount**" means the aggregate amount owing (whether for principal, interest, fees, recoverable costs or otherwise) by GGB as at the date upon which the transactions contemplated by the Successful Bid, if any, are completed, under:

(i) the convertible secured debentures issued by GGB pursuant to that certain convertible debenture indenture dated May 17 between GGB and the Debenture Trustee; and

(ii) the convertible secured debentures issued by GGB pursuant to that certain convertible debenture indenture dated October 18, 2019, as amended, between GGB and the Debenture Trustee;

"**Superior Offer**" shall mean an offer that is made by a Qualified Bidder (as defined herein) that:

(a) is credible, reasonably certain, and financially viable and on terms which are more favourable and no more burdensome or conditional than the terms contained in the Stalking Horse Agreement;

(b) provides for a minimum cash consideration in an amount equal to the aggregate of (i) the Senior Secured Claims Amount, which amount is to be indefeasibly received by the Debenture Trustee for immediate distribution to the holders of the Senior Secured Claims Amount in full satisfaction of the amounts owing thereto; (ii) the Priority Claims Amount, provided that the aggregate amount owing under the GAOC Note shall not be included if the Qualified Bidder has negotiated an agreement with the holder of the GAOC Note for the assumption of the note; (iii) a break fee in the amount of \$2,000,000 (the "**Break Fee**"); (iv) a reimbursement of All Js actual fees, expenses and disbursements relating to the preparation and execution of the Stalking Horse Agreement up to a maximum amount of \$150,000 (collectively with the Break Fee, the

"**Expense Reimbursement**"); and (v) an incremental overbid increment above the amounts set out in (i) to (iv) of $250,000; and

(c) assumes, at a minimum, the Assumed Obligations (as defined in the Stalking Horse Agreement)~~, with the exception of the GAOC Note which, for greater certainty, may not be assumed as part of a Superior Offer but must be satisfied through cash consideration paid on account of the Priority Claims Amount~~.

**Solicitation Process**

The SISP Procedures set forth herein describe, among other things, the Property available for sale and the opportunity for an investment in the Applicants, the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Property and the Applicants, the manner in which bidders and bids become Qualified Bidders and Qualified Bids, respectively, the receipt and negotiation of bids received, the process for an Auction, if any, the ultimate selection of a Successful Bidder, if any (each as defined below), and the Court's approval thereof. The SISP shall be conducted by the Applicants, under the supervision and with the assistance of the Monitor, as provided for herein. In the event that there is disagreement as to the interpretation or application of these SISP Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute.

**Sale and Investment Opportunity**

A Confidential Information Memorandum (as defined below) describing the opportunity to acquire all or substantially all of the Property or invest in the Applicants will be made available by the Monitor to prospective purchasers or prospective strategic or financial investors that have executed a confidentiality agreement with the Applicants. One or more Qualified LOIs (as defined below) for less than substantially all of the Property will not be precluded from consideration as a Superior Offer.

**"As Is, Where Is"**

The sale of the Property or investment in the Applicants will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Monitor, the Applicants, or any of their agents or estates, except to the extent set forth in the definitive sale or investment agreement with a Successful Bidder.

**Free of Any and All Claims and Interests**

In the event of a sale, all of the rights, title and interests of the Applicants in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "**Claims and Interests**") pursuant to section 36(6) of the CCAA, such Claims and Interests to attach to the net proceeds of the sale of such Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant sale agreement with a Successful Bidder.

An investment in the Applicants may, at the option of the Successful Bidder, include one or more of the following: a restructuring, recapitalization or other form of reorganization of the business and affairs of the Applicants as a going concern; a sale of the Property to a newly formed acquisition entity on terms described in the above paragraph; or a plan of compromise or arrangement pursuant to the CCAA or any applicable corporate legislation which compromises the Claims and Interests as set out therein.

**Phase I – Initial Timing**

For a period of approximately four (4) weeks following the date of the SISP Order, or for such shorter period as the Monitor, in consultation with the DIP Lender, may determine appropriate ("**Phase 1**"), the Monitor will solicit non-binding letters of interest from prospective strategic or financial parties to acquire the Property or to invest in the Applicants ("**Non-Binding LOIs**").

**Publication Notice**

As soon as reasonably practicable after granting of the SISP Order approving these SISP Procedures, but in any event no more than five (5) business days after the issuance of the SISP Order, the Monitor shall cause a notice of the sale and investor solicitation process contemplated by these SISP Procedures and such other relevant information which the Monitor considers appropriate to be published in The Globe and Mail (National Edition) and such other publications as the Monitor, in consultation with the Applicants, may deem appropriate. At the same time, GGB shall issue a press release setting out the notice and such other relevant information in form and substance satisfactory to the Monitor, with Canada Newswire designating dissemination in Canada and major financial centres in the United States.

**Participation Requirements**

Unless otherwise ordered by the Court or as otherwise determined by the Monitor, in order to participate in the SISP, each person (a "**Potential Bidder**") must deliver to the Monitor at the address specified in Schedule "A" hereto (including by e-mail or fax transmission):

(a) prior to the distribution of any confidential information by the Monitor or the Applicants (including the Confidential Information Memorandum), an executed confidentiality agreement in form and substance satisfactory to the Monitor and the Applicants, which shall inure to the benefit of any purchaser of the Property or any investor in the Applicants under these SISP Procedures; and

(b) on or prior to the Phase I Bid Deadline, as defined below, specific indication of the anticipated sources of capital for the Potential Bidder and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit-quality support or enhancement that will allow the Monitor and its legal advisors to make, in their reasonable business or professional judgement, a determination as to the Potential Bidder's financial and other capabilities to consummate the transaction.

A Potential Bidder that has executed a confidentiality agreement, as described above, and delivers the documents described above, whose financial information and credit quality support or enhancement demonstrate to the satisfaction of the Monitor, in its reasonable business judgement, is likely (based on availability of financing, experience and other considerations) to be able to consummate a Sale Proposal (as defined below) or an Investment Proposal (as defined below) will be deemed a "**Qualified Bidder**".

The determination as to whether a Potential Bidder is a Qualified Bidder will be made as promptly as practicable after a Potential Bidder delivers all of the materials required above. If it is determined that a Potential Bidder is a Qualified Bidder, the Monitor will promptly notify the Potential Bidder that it is a Qualified Bidder.

**Due Diligence**

The Monitor shall provide any person seeking to become a Qualified Bidder that has executed a confidentiality agreement with a copy of a confidential information package providing additional information considered relevant to the potential Transaction (the "**Confidential Information Memorandum**"). The Monitor and the Applicants make no representation or warranty as to the information contained in the Confidential Information Memorandum or the information to be provided through the due diligence process in Phase 2 or otherwise, except, in the case of the Applicants, to the extent otherwise contemplated under any definitive sale or investment agreement with a Successful Bidder executed and delivered by the Applicants.

For greater certainty, Qualified Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Property and Applicants in connection with their participation in the SISP and any Transaction they enter into with the Applicants.

## PHASE I

**Seeking Non-Binding Letters of Interest from Qualified Bidders**

Qualified Bidders that desire to participate in Phase I (a "**Bidder**") shall submit a non-binding letter of interest (the "**Qualified Non-Binding LOI**") that complies with all of the following requirements to the Monitor at the addresses specified in Schedule "**A**" hereto (including by e-mail or fax transmission), so as to be received by it not later than 5:00 PM (Eastern Time) on July 6, 2020, or such later other date or time as may be agreed by the Applicants, the Monitor, and the DIP Lender (the "**Phase I Bid Deadline**"):

(a) the Qualified Non-Binding LOI may be an offer to (i) acquire all, substantially all or a portion of the Property (a "**Sale Proposal**"), or (ii) make an investment in, restructure, reorganize or refinance the Applicants (an "**Investment Proposal**"), but in either case must, in the reasonable business judgement of the Monitor and Applicants, constitute a Superior Offer;

(b) in the case of a Sale Proposal, it identifies or contains the following:

i. the purchase price or price range in Canadian dollars, including details of any liabilities to be assumed by the Qualified Bidder and key assumptions supporting the valuation;

ii. a description of the Property that is expected to be subject to the transaction and any of the Property expected to be excluded;

iii. a specific indication of the financial capability of the Qualified Bidder and the expected structure and financing of the transaction;

iv. a description of the conditions and approvals required for a final and binding offer;

v. an outline of any additional due diligence required to be conducted in Phase II (as defined below), if any, in order to submit a final and binding offer; and

vi. any other terms or conditions of the Sale Proposal that the Qualified Bidder believes are material to the transaction;

(c) in the case of an Investment Proposal, it identifies the following:

i. the direct or indirect investment target;

ii. a description of how the Qualified Bidder proposes to structure the proposed investment;

iii. the aggregate amount of the equity and/or debt investment to be made in the Applicants in Canadian dollars;

iv. the underlying assumptions regarding the pro forma capital structure (including the anticipated debt levels, debt service fees, interest, and amortization);

v. the equity, if any, to be allocated to the Senior Secured Claims, the Priority Claims, or any other secured or unsecured creditors of the Applicants;

vi. a specific indication of the financial capability of the Qualified Bidder and the expected structure and financing of the Transaction;

vii. a description of the conditions and approvals required for a final and binding offer;

viii. an outline of any additional due diligence required to be conducted in Phase II (as defined below), if any, in order to submit a final and binding offer; and

ix. any other terms or conditions of the Investment Proposal that the Qualified Bidder believes are material to the transaction;

(d) in the case of either of a Sale Proposal or an Investment Proposal, it:

i. contains such other information as reasonably requested by the Applicants and/or the Monitor to allow them to determine, among other things, whether it has a reasonable prospect of resulting in a Superior Offer;

ii. fully discloses the identity of each entity or person that will be entering into the Transaction, that is participating in, or benefiting form, such bid, including any equity holders;

iii. contains a certification from the Qualified Bidder that they are familiar with the Canadian and U.S. local and state-level cannabis regulations, and meet the requisite qualifications to be a license holder thereunder~~, and are currently licensed or approved in one or more of the relevant states~~; and

iv. contemplates closing the Transaction set out therein on or before August 31, 2020 (the "**Outside Closing Date**") or such other date as may be agreed upon by the parties with the DIP Lender's consent.

The Monitor may, with the consent of the Applicants~~, with the approval of the Monitor~~ and the DIP Lender, ~~may~~ such consent not to be unreasonably withheld, waive strict compliance with any one or more of the foregoing requirements and deem such non-compliant bids to be a Qualified Non-Binding LOI~~; provided that~~. In the event of any disagreement between the Monitor, the Applicants ~~shall only do so after obtaining the DIP Lender's consent, and the consent of the holder of the GAOC Notewith respect to the specific requirements to be waived, which consent is not to be unreasonably withheld. In the event the DIP Lender refuses to provide its consent~~and the DIP Lender, the Monitor may apply to ~~the~~ Court for advice and directions~~ with respect to the conduct of the SISP~~.

**Advance to Phase II**

Within three (3) business days following the Phase I Bid Deadline, or by such other later date as may be agreed by the Monitor, the Applicants, and the DIP Lender, the Monitor will, in consultation with the Applicants, assess the Qualified Non-Binding LOIs received during Phase I, if any, and determine whether there is a reasonable prospect of obtaining a Superior Offer. If the Monitor determines that there is such a reasonable prospect, the Monitor will recommend to the Applicants that the SISP continue into Phase II in accordance with these SISP Procedures ("**Phase II**"). If the Applicants accept such recommendation, the SISP will immediately thereafter continue to Phase II. If the Applicants do not accept such recommendation, the Monitor will report to the Court that the Applicants do not accept such recommendation, and will seek advice and directions from the Court with respect to the SISP.

If the Monitor, in consultation with the Applicants, determines that there is no reasonable prospect of a Qualified Non-Binding LOI resulting in a Superior Offer, the Monitor will forthwith advise the DIP Lender of such determination.

**Terminate the SISP**

The Monitor shall recommend to the Applicants that the SISP be terminated at the end of Phase I if:

(a) no Qualified Non-Binding LOI is received by the Monitor; or

(b) the Monitor determines that there is no reasonable prospect that any Qualified Non-Binding LOI received will result in a Superior Offer. ~~If the Applicants do not accept the Monitor's recommendation to terminate the SISP at the end of Phase I, the Monitor shall advise the Court and seek advice and directions of the Court with respect to the SISP.~~

If the SISP is terminated pursuant to the Monitor's recommendation or pursuant to Court Order, the Applicants shall promptly take steps to complete the Transaction contemplated by the Stalking Horse Agreement and the Monitor shall notify each Qualified Bidder that submitted a Qualified Non-Binding LOI that the SISP has been terminated.

## PHASE II

### Seeking Qualified Bids by Qualified Bidders

During Phase II, each Qualified Bidder that is not eliminated from the SISP in accordance with these SISP Procedures shall have such due diligence access to materials and information relating to the Property and the Applicants as the Monitor, in its reasonable business judgement and in consultation with the Applicants, deems appropriate, having regard to the advance to Phase II and the requirements of a Qualified Purchase Bid (defined below) and a Qualified Investment Bid (defined below) including, as appropriate, meetings with senior management of the Applicants.

A Qualified Bidder that is not eliminated from the SISP in accordance with these SISP Procedures and that desires to participate in Phase II will deliver written copies of a Qualified Purchase Bid or a Qualified Investment Bid to the Monitor at the address specified in Schedule "A" hereto (including by e-mail or fax transmission) so as to be received by it not later than 5:00 PM (Toronto time) on July 31, 2020, or such later other date or time as may be agreed by the Applicants, the Monitor, and the DIP Lender (the "**Phase II Bid Deadline**").

### Qualified Purchase Bids

A bid submitted to acquire all or substantially all of the Property will be considered a Qualified Purchase Bid only if (i) the bid is submitted by a Qualified Bidder who submitted a Qualified Non-Binding LOI on or before the Phase I Bid Deadline; (ii) the Qualified Bidder was not eliminated from the SISP in accordance with these SISP Procedures; and (iii) the Bid complies with all of the following (a "**Qualified Purchase Bid**"):

(a) it is on substantially the same terms as the Qualified Non-Binding LOI submitted by such Qualified Bidder in Phase I of these SISP procedures and constitutes, in the reasonable business ~~judgment~~ judgement of the Monitor and Applicants, a Superior Offer;

(b) it includes a letter stating that the Qualified Bidder's offer is irrevocable until the earlier of (x) the selection of the Successful Bidder, and (y) thirty (30) days following the Phase II Bid Deadline, provided that if such Qualified Bidder is selected as the Successful Bidder its offer shall remain irrevocable until the closing of the sale to the Successful Bidder;

(c) it includes a duly authorized and executed acquisition agreement, including the purchase price for assets proposed to be acquired, expressed in Canadian dollars (the "**Purchase Price**"), together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such agreements);

(d) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed Transaction, that will allow the Monitor and the Applicants to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the Transaction contemplated by the bid;

(e) it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining financing;

(f) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of any such participants;

(g) it includes an acknowledgement and representation that the Qualified Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase agreement;

(h) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid;

(i) it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor, in trust, in an amount equal to 5% of the Purchase Price, to be held and dealt with in accordance with these SISP Procedures;

(j) it includes a representation that the Qualified Bidder is familiar with the Canadian and U.S. local and state-level cannabis regulations, meets the requisite qualifications to be a license holder thereunder, and ~~are currently licensed or approved in one or more of the relevant states and~~ includes evidence in form and substance reasonably satisfactory to the Monitor to support such representation; and

(k) it contains other information reasonably requested by the Applicants~~, in consultation with~~ and the Monitor.

**Qualified Investment Bids**

A bid submitted to make an investment in the Applicants will be considered a Qualified Investment Bid only if (i) the bid is submitted by a Qualified Bidder who submitted a Qualified Non-Binding LOI on or before the Phase I Bid Deadline, (ii) the Qualified Bidder was not eliminated from the SISP in accordance with these SISP Procedures, and (iii) the bid complies with all of the following (a "**Qualified Investment Bid**"):

(a) it is on substantially the same terms as the Qualified Non-Binding LOI submitted by such Qualified Bidder in Phase I of these SISP procedures and constitutes, in the reasonable business ~~judgment~~ judgement of the Monitor and the Applicants, a Superior Offer;

(b) it includes a duly authorized and executed term sheet describing the terms and conditions of the proposed transaction, including details regarding the proposed equity and debt structure of the Applicants following completion of the proposed transaction (the "**Term Sheet**");

(c) it includes a letter stating that the Qualified Bidder's offer is irrevocable until the earlier of (x) the selection of the Successful Bidder and (y) thirty (30) days following the Phase II Bid Deadline, provided that if such bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the investment by the Successful Bidder;

(d) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed transaction, that will allow the Monitor to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the transaction contemplated by the bid;

(e) it is not conditioned on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining financing;

(f) it fully discloses the identity of each entity that will be sponsoring or participating in the bid, and the complete terms of any such participation;

(g) it includes an acknowledgement and representation that the Qualified Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Applicants or the completeness of any information provided in connection therewith except as expressly stated in the Term Sheet;

(h) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the bid;

(i) it is accompanied by a refundable deposit (the "~~**Good Faith**~~ **Deposit**") in the form of a wire transfer (to a bank account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of the Monitor, in trust, in an amount equal to 5% of the total investment contemplated by such Qualified Investment Bid, to be held and dealt with in accordance with these SISP Procedures;

(j) it includes a representation that the Qualified Bidder is familiar with the Canadian and U.S. local and state-level cannabis regulations, meets the requisite qualifications to be a license holder thereunder, and ~~are currently licensed or approved in one or more of the relevant states and~~ includes evidence in form and substance reasonably satisfactory to the Monitor to support such representation; and

(k) it contains other information reasonably requested by the Applicants~~, in consultation with~~ and the Monitor.

Qualified Purchase Bids and Qualified Investment Bids shall hereinafter be referred to as "**Qualified Bids**" and each, a "**Qualified Bid**". For greater certainty, the Stalking Horse Agreement shall be deemed to be a Qualified Bid. The Applicants and the Monitor may aggregate separate bids from unaffiliated Qualified Bidders to create one Qualified Bid.

If, at any point during Phase II, the Applicants and the Monitor collectively determine that a Bid capable of becoming a Successful Bid (as defined below) is not reasonably likely to be obtained by the Phase II Bid Deadline, or if no Qualified Bids are received on or before the Phase II Bid Deadline, the Applicants shall promptly take steps to complete the Transaction contemplated by the Stalking Horse Agreement ~~and the Monitor shall notify each Qualified Bidder that submitted a bid that the SISP has been terminated~~. Following the Phase II Bid Deadline, the ~~Applicants and the Monitor will assess the bids received. The Monitor shall, exercising its reasonable business judgment, approve the Applicants' disqualification of any Bids that are deemed not to be Qualified Bids. Only Qualified Bidders whose bids have been designated as Qualified Bids are eligible to become the Successful Bidder(s)~~Monitor, in consultation with the Applicants, will assess the Qualified Bids received during Phase II, and determine which bids constitute Superior Offers. Without limiting the foregoing, Qualified Bids~~, including any Subsequent Bids (as defined below),~~ will be evaluated upon many factors, including, among other things, the:

(a) Purchase Price;

(b) identity, circumstances, and ability of the Qualified Bidder to successfully complete the Transaction;

(c) proposed Transaction documents;

(d) factors affecting the speed, certainty, and value of the Transaction;

(e) assets included or excluded from the Qualified Bid;

(f) claims that may be generated against GGB or its subsidiaries if the Transaction is completed on its terms; and

(g) likelihood and timing of consummating such Transaction.

~~In the event that the Applicants determine that all bids received in Phase II are to be disqualified, but the Monitor, exercising its reasonable business judgment, does not approve the disqualification of all such bids, the Monitor shall advise the Court and seek advice and directions of the Court with respect to such Bids that the Monitor believes should be Qualified Bids. If as a result, the~~

~~Court determines that any such bids are Qualified Bids, the SISP shall proceed to the Monitor's consideration of the same under the Auction Procedures (set out below). If, however, the Court determines that any such bids are not Qualified Bids, the Applicants shall promptly take steps to complete the Transaction contemplated by the Stalking Horse Agreement and the Monitor shall notify each Qualified Bidder that a submitted a bid that the SISP has been terminated.~~

Only Qualified Bidders whose bids have been designated as Superior Offers are eligible to become the Successful Bidder(s).

**Auction Procedures**

If the Monitor determines, in its reasonable business ~~judgment~~judgement, that one or more of the Qualified Bids is a Superior Offer, the Monitor will conduct an auction (the "**Auction**") (which the Applicants intend to transcribe) as soon as ~~pracicable~~ practicable following the Phase II Bid Deadline, by teleconference or at such location as shall be timely communicated by the Monitor to all entities entitled to attend the Auction.

The Auction shall be conducted in accordance with the following procedures:

(a) only the Applicants, the Stalking Horse Bidder, and any Qualified Bidders who submitted Qualified Bids ~~that represent~~ determined to be Superior Offers (such Qualified Bidders, "**Auction Bidders**"), in each case along with their representatives and advisors, shall be entitled to attend the Auction;

(b) only the Stalking Horse Bidder and Auction Bidders will be entitled to participate as bidders in, or make any subsequent bids at, the Auction; provided that all such Auction Bidders wishing to attend the Auction must have at least one individual representative with authority to bind such Auction Bidder attending the Auction;

(c) each Auction Bidder shall be required to confirm that it has not engaged in any collusion with respect to any aspect of these SISP Procedures;

(d) at least one (1) business day prior to the Auction, each Auction Bidder must inform the Monitor whether it intends to attend the Auction; provided that in the event an Auction Bidder elects not to attend the Auction, such Auction Bidder's Qualified Bid shall, subject to the terms of the Stalking Horse Agreement, nevertheless remain fully enforceable against such Auction Bidder until (i) the date of the selection of the applicable Successful Bidder (as defined below) at the conclusion of the Auction, or (ii) if selected as the Successful Bidder, until three (3) months after the execution of the applicable Stalking Horse Agreement;

(e) no later than one (1) day prior to the start of the Auction, the Monitor will provided copies of the Qualified Bid or Qualified Bids that the Monitor believes, in its discretion, is the highest or otherwise best offer for the Property or Applicants (the "**Starting Bid**") to the Stalking Horse Bidder and all other Auction Bidders;

(f) the Monitor, after consultation with its advisors, may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances for conducting the

Auction, provided that such rules are: (i) not inconsistent with these SISP procedures, the CCAA, any order of the Court; (ii) provide that bids be made and received on an open basis, with all material terms of each bid to be fully disclosed to the Stalking Horse Bidder and other Auction Bidders; and (iii) are disclosed to the Stalking Horse Bidder and Auction Bidders at the Auction;

(g) bidding at the Auction will begin with the Starting Bids and continue in bidding increments (each, a "**Subsequent Bid**") providing a net value to the Applicants of at least an additional $250,000 above the prior bid. After the first round of bidding and between each subsequent round of bidding, the Monitor shall announce the bid (including the identity of the bidder or bidders and the value of such bid) that they believe to be the highest or otherwise best offer (the "**Highest Bid**");

(h) a round of bidding will conclude after the Stalking Horse Bidder and Auction Bidders have had the opportunity to submit a Subsequent Bid with full knowledge of the then Highest Bid;

(i) the Auction will end once a round of bidding concludes with no Subsequent Bid being submitted;

(j) for the purposes of evaluating the value of the consideration provided by the Subsequent Bids (including any Subsequent Bid by the Stalking Horse Bidder), the Monitor will give effect (on a dollar for dollar basis) to any applicable Expense Reimbursements payable to the Stalking Horse Bidder, as well as any additional liabilities to be assumed by an Auction Bidder and any additional costs which may be imposed on the Applicants; and

~~(k) if the Stalking Horse Bidder bids at the Auction, it will be entitled to credit bid (on a dollar for dollar basis) the DIP Financing and any applicable Expense Reimbursements; and~~

(k) ~~(l)~~the Auction may be adjourned as the Monitor deems appropriate; provided that reasonable notice of such adjournment and the time and place for the resumption of the Auction shall be given to the Stalking Horse Bidder and the Auction Bidders.

Following the conclusion of the Auction, the Monitor shall recommend to the Applicants that the Highest Bid, as established in the last round of the Auction, be selected and that a definitive agreement be negotiated and settled in respect of that Highest Bid, conditional upon Court approval and conditional on the Highest Bid closing within 30 days after the Phase II Bid Deadline, or such longer period as shall be agreed to by the Monitor and DIP Lender. In the event the Applicants do not wish to proceed with the Highest Bid, the Monitor shall so advise the Court and seek its advice and directions with respect to the SISP.

Once a definitive agreement has been negotiated and settled in respect of the Highest Bid, which has been selected by the Monitor or by Court Order (the "**Selected Superior Offer**") in accordance with the provisions hereof, the Selected Superior Offer shall be the "**Successful Bid**" hereunder and the person(s) who made the Selected Superior Offer shall be the "**Successful Bidder**" hereunder. In the event the Selected Superior Offer is not the Stalking Horse Agreement (as amended pursuant to the outcome of the Auction), the Deposit paid by the Successful Bidder shall be applied first to pay the Expense Reimbursements to the Stalking Horse Bidder, with the remaining balance to be dealt with in accordance with the definitive documents for the Transaction contemplated by such Successful Bid.

**Approval Motion**

The hearing to authorize some or all of the Applicants to enter into agreements with respect to the Successful Bid (the "**Approval Motion**") will be held on a date to be scheduled by the Court upon application by the Applicants. The Approval Motion may be adjourned or rescheduled by the Applicants with the consent of the DIP Lender, without further notice by an announcement of the adjourned date at the Approval Motion. All Qualified Bids (other than the Successful Bid) shall be deemed rejected on and as of the date of approval of the Successful Bid by the Court.

**Deposits**

All deposits shall be held by the Monitor in a single interest-bearing account designated solely for such purpose. A deposit paid by a Successful Bidder shall be dealt with in accordance with these SISP Procedures. Deposits, and any interest earned thereon, paid by Qualified Bidders not selected as a Successful Bidder, including any deposit paid by the Stalking Horse Bidder and interest earned thereon, shall be returned to such Qualified Bidders within three business days of Court approval of the Successful Bid.

**Confidentiality and Access to Information**

All discussions regarding a Transaction, Sale Proposal, Investment Proposal, Bid or Successful Bid should be directed through the Monitor. Under no circumstances should any members of management, employees, customers, suppliers, or other creditors of the Applicants be contacted by a Bidder directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP at the discretion of the Monitor.

Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Qualified Bidders, Bidders, Qualified Bids, the details of any Bids or Qualified Bids submitted or the details of any confidential discussions or correspondence between the Applicants, the Monitor and such other Bidders or Qualified Bidders in connection with the SISP, except to the extent that the Applicants and the Monitor, with the consent of the applicable participants, are seeking to combine separate Bids into a single Bid.

Notwithstanding the foregoing, under no circumstances will the Applicants or the Monitor share any material information concerning any of the Bids with any person.

**Supervision of the SISP**

The Monitor shall oversee, in all respects, the conduct of the SISP by the Applicants and, without limitation to that supervisory role, the Monitor will participate in the SISP in the manner set out in this SISP Procedure and is entitled to receive all information in relation to the SISP.

This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Applicants, the Monitor and any Qualified Bidder or any other party, other than as specifically set forth in a definitive agreement that may be signed with the Applicants.

Without limiting the preceding paragraph, the Applicants and the Monitor shall not have any liability whatsoever to any person or party, including without limitation any Qualified Bidder, Bidder, the Successful Bidder, the Applicants, the DIP ~~Lenders~~ Lender or any other creditor or other stakeholder of the Applicants, for any act or omission related to the process contemplated by this SISP Procedure, except to the extent such act or omission is the result of the gross negligence or wilful misconduct of the Monitor. By submitting a bid, each bidder or Successful Bidder shall be deemed to have agreed that it has no claim against the Monitor for any reason whatsoever, except to the extent that such claim is the result of the gross negligence of, or wilful misconduct by, the Monitor.

Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

Without prejudice to the rights of the Stalking Horse Bidder under the terms of the Stalking Horse Agreement, the Applicants and the Monitor shall have the right to modify the SISP (including, without limitation, pursuant to the Bid Process Letter) if, in their reasonable business ~~judgment~~judgement, such modification will enhance the process or better achieve the objectives of the SISP; provided that the Service List in this CCAA Proceeding shall be advised of any substantive modification to the procedures set forth herein.

The Monitor may at any time apply to the Court for advice and directions with respect to the conduct of the SISP.

**Schedule "A"**

**Address of the Monitor**

**To the Monitor**

Ernst & Young Inc.
EY Tower, 100 Adelaide St. W.
Toronto, ON M5H 0B3

Attn.: Sharon Hamilton
Tel: 416-943-2153
Email: sharon.s.hamilton@ca.ey.com

| Summary Report | |
|---|---|
| Title | **compareDocs Comparison Results** |
| Date & Time | 5/31/2020 11:18:25 AM |
| Comparison Time | 2.95 seconds |
| compareDocs version | v4.3.601.12 |

| Sources | |
|---|---|
| Original Document | [#111871466] [v1] GGB Sale and Investment Solicitation Process.docx |
| Modified Document | [#111871466] [v2] GGB Sale and Investment Solicitation Process.docx |

| Comparison Statistics | |
|---|---|
| Insertions | 18 |
| Deletions | 15 |
| Changes | 16 |
| Moves | 6 |
| Font Changes | 0 |
| Paragraph Style Changes | 0 |
| Character Style Changes | 0 |
| TOTAL CHANGES | 55 |
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| Word Rendering Set Markup Options | |
|---|---|
| Name | Office 2016 |
| Insertions | |
| ~~Deletions~~ | |
| Moves / ~~Moves~~ | |
| Font Changes | |
| Paragraph Style Changes | |
| Character Style Changes | |
| Inserted cells | |
| Deleted cells | |
| Merged cells | |
| Changed lines | Mark left border. |
| Comments color | By Author. |
| Balloons | False |

| compareDocs Settings Used | Category | Option Selected |
|---|---|---|
| Open Comparison Report after saving | General | Always |
| Report Type | Word | TrackChanges |
| Character Level | Word | False |
| Include Headers / Footers | Word | True |
| Include Footnotes / Endnotes | Word | True |
| Include List Numbers | Word | True |
| Include Tables | Word | True |
| Include Field Codes | Word | True |
| Include Moves | Word | True |
| Flatten Field Codes | Word | True |
| Show Track Changes Toolbar | Word | True |
| Show Reviewing Pane | Word | True |
| Update Automatic Links at Open | Word | [Yes / No] |
| Summary Report | Word | End |
| Detail Report | Word | Separate (View Only) |
| Document View | Word | Print |
| Remove Personal Information | Word | False |

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

Court File No. CV-20-00641220-00CL

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

Proceeding commenced at Toronto

**SUPPLEMENTARY MOTION RECORD RE COMEBACK MOTION**
**(Returnable June 1, 2020)**


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