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

MOTION RECORD RE SALE APPROVAL MOTION
(Returnable August 13, 2020)

August 10, 2020

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TAB 1

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Applicants

NOTICE OF MOTION
(Re: Sale Approval)
(Returnable August 13, 2020)

Green Growth Brands Inc. ("**GGB**"), GGB Canada Inc., Green Growth Brands Realty Ltd., and Xanthic Biopharma Limited (collectively, the "**Applicants**") will make a motion to the Honourable Madam Justice Conway on Thursday, August 13, 2020 at 2:00 p.m., or as soon after that time as the motion can be heard by videoconference via Zoom due to the COVID-19 crisis. The videoconference details can be found in Schedule "A" to this Notice of Motion. Please advise Nicholas Avis if you intend to join the hearing of this motion by emailing navis@stikeman.com.

PROPOSED METHOD OF HEARING:

This motion is to be heard by videoconference.

THE MOTION IS FOR:

1. An order (the "**Approval and Vesting Order**"), substantially in the form of the draft order attached as Tab 3 of the Motion Record:

   (a) approving the sale transaction (the "**Transaction**") contemplated by the Acquisition Agreement made as of May 19, 2020 (the "**Stalking Horse APA**"), as amended and restated by the Amended and Restated Acquisition Agreement dated August 10, 2020 (the "**Amended and Restated Stalking Horse APA**") between GGB, All Js Greenspace LLC ("**All Js**") and Capital Transfer Agency, ULC ("**CTA**", and together with All Js, the "**Purchaser**");

(b) vesting in an entity to be incorporated ("**Acquireco**") all of GGB's right, title and interest in and to all of the Purchased Assets; and

2. An order (the "**Stay Extension Order**"), substantially in the form of the draft order attached as Tab 4 of the Motion Record:

(a) approving an amendment dated August 10, 2020 (the "**DIP Amendment**") to the DIP Agreement; and

(b) extending the Stay Period (as defined in the Amended and Restated Initial Order of the Honourable Mr. Justice McEwen dated June 2, 2020) to December 18, 2020.

THE GROUNDS FOR THE MOTION ARE:

1. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Affidavit of Raymond C. Whitaker II sworn August 10, 2020 (the "**Sale Affidavit**");

Background

2. The Applicants are part of a corporate group that is in the business of growing, processing and selling cannabis primarily in Nevada, Massachusetts and Florida;

3. On May 20, 2020, the Applicants sought and received the Initial Order granting them protection under the *Companies' Creditors Arrangement Act*.[1] Ernst & Young Inc. was appointed as monitor of the Applicants (the "**Monitor**");

4. On June 2, 2020, the Applicants sought and received the Amended and Restated Initial Order that, among other things, expanded their restructuring abilities, increased the DIP Lender's Charge and extended the Stay Period to August 15, 2020;

5. Also on June 2, 2020, the Applicants sought and received the SISP Order that, among other things, approved a sale and investment solicitation process (the "**SISP**") and the Stalking Horse APA;

The SISP

6. The Applicants' stated intention for these CCAA Proceedings is to implement a SISP to sell their Multi-State Operator Business (the "**MSO Business**");

7. To this effect, the Applicants entered into the Stalking Horse APA, which was intended to facilitate a sale by establishing a baseline price and deal structure for superior bids from interested parties, and established a two-phase SISP;

8. The Applicants, with the assistance of the Monitor, carried out the SISP following the granting of the SISP Order;

9. The Applicants and the Monitor thoroughly canvassed the market and universe of potential purchasers to generate interest in the MSO Business;

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[1] R.S.C. 1985 c C-36 [***CCAA***].

10. In particular, the Monitor directly contacted 256 potentially interested parties, 13 of whom executed non-disclosure agreements with the Applicants to begin a due diligence process;

11. Only one Non-Binding LOI (as defined in the SISP) was received by the Phase I Bid Deadline of July 6, 2020;

12. The Monitor determined that the sole Non-Binding LOI is not a Qualified Non-Binding LOI (as defined in the SISP) and that there is no reasonable prospect of a Qualified Non-Binding LOI resulting in a Superior Offer (as defined in the SISP), and as such recommended that the SISP be terminated;

13. GGB issued a press release announcing the termination of the SISP on July 22, 2020;

The Stalking Horse APA

14. The Applicants are seeking approval of the Transaction contemplated by the Stalking Horse APA, as amended and restated by the Amended and Restated Stalking Horse APA;

15. Pursuant to the Amended and Restated Stalking Horse APA, the Purchaser will buy the Purchased Assets, which include all of the equity of GGB Canada and Xanthic Biopharma, and all intercompany indebtedness owed by the GGB Acquired Entities to GGB;

16. The Florida Subsidiaries are now Excluded Subsidiaries as per the Amended and Restated Stalking Horse APA;

17. The aggregate purchase price payable by the Purchaser to the Applicants is the total of the Credit Bid Amount, the Administration Amounts, and the dollar amount of the Assumed Liabilities (excluding the Administration Amounts), as those terms are defined in the Amended and Restated Stalking Horse APA;

18. There are certain conditions to closing, including the granting of the Approval and Vesting Order substantially in the form requested and that the Cannabis Licenses, authorizations and/or exemptions required in connection with the Transaction be obtained and be in full force and effect;

19. The Closing Date is anticipated to be two days following the day on which the last of the closing conditions in the Amended and Restated Stalking Horse APA are satisfied or waived, other than those conditions which by their nature can only be satisfied as of the Closing Date;

20. The Amended and Restated Stalking Horse APA can be terminated if the Closing does not take place by the date that is 120 days from the date of the entry of the Approval and Vesting Order;

Amendment to the DIP Agreement

21. The Applicants require additional liquidity to implement the Transaction and to fund these CCAA Proceedings through the proposed extension of the Stay Period;

22. The Applicants negotiated an amendment to the DIP Agreement with All Js, the DIP Lender, which increases the maximum amount of the facility available under the DIP Agreement to US$7.8 million (an increase of US$600,000) and extends the maturity of the DIP Facility to December 31, 2020;

23. Any funds advanced under the DIP Amendment are to be secured by the DIP Lender's Charge;

Extension of the Stay Period

24. The Applicants' Stay Period expires on August 15, 2020;

25. The Applicants seek an extension of the Stay Period to and including December 18, 2020;

26. An extension of the Stay Period will allow the Applicants to close the Transaction;

27. The Applicants will have sufficient liquidity to fund their obligations through the end of the proposed Stay Period, provided the DIP Amendment is approved;

28. The Applicants have acted and continue to act in good faith and with due diligence in the course of this CCAA proceeding;

Other Grounds

29. The provisions of the CCAA, including s. 36 thereof;

30. The provisions of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, including r. 2.03, 3.02 and 37 thereof;

31. The inherent and equitable jurisdiction of this Honourable Court; and

32. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this motion:

(a) The Sale Affidavit and the exhibits attached thereto;

(b) The Third Report of the Monitor, to be filed; and

(c) Such further and other evidence as counsel may advise and this Court may permit.

August 10, 2020

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Lawyers for the Applicants

Schedule "A"

Zoom Particulars
August 13, 2020 2:00 p.m. ET (US and Canada)

Join Zoom Meeting
https://zoom.us/j/95583626809?pwd=Z3lacVkxZzFOdVVsenJDU20wT2V3Zz09

Meeting ID: 955 8362 6809
Passcode: 775272

One tap mobile
+19292056099,,95583626809#,,,,,,0#,,775272# US (New York)
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+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 778 907 2071 Canada
+1 204 272 7920 Canada
+1 438 809 7799 Canada
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+1 647 374 4685 Canada
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Passcode: 775272

Find your local number: https://zoom.us/u/aRTRIIVWm

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

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

NOTICE OF MOTION
(Re: Sale Approval)

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Lawyers for the Applicants

TAB 2

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Applicants

AFFIDAVIT OF RAYMOND C. WHITAKER III
(Sworn August 10, 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. This affidavit is sworn in support of a motion by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and such proceedings, the "**CCAA Proceedings**") seeking:

(a) an approval and vesting order (the "**Approval and Vesting Order**") substantially in the form of the draft order attached at Tab 3 of the Motion Record:

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(i) approving the sale transaction (the "**Transaction**") contemplated by the Acquisition Agreement made as of May 19, 2020 (the **"Stalking Horse APA**"), as amended and restated by the Amended and Restated Acquisition Agreement dated August 10, 2020 (the "**Amended and Restated Stalking Horse APA**") between GGB, All Js Greenspace LLC ("**All Js**") and Capital Transfer Agency, ULC ("**CTA**", and together with All Js, the "**Purchaser**");

(ii) vesting in Acquireco (as defined below) all of GGB's right, title and interest in and to all of the Purchased Assets; and

(b) An order (the "**Stay Extension Order**") substantially in the form of the draft order attached as Tab 4 of the Motion Record, approving:

(i) an amendment to the DIP Agreement dated August 10, 2020 (the "**DIP Amendment**"), which is further described herein;

(ii) extending the Stay Period (as defined in the Amended and Restated Initial Order of the Honourable Mr. Justice McEwen dated June 2, 2020) to December 18, 2020.

PART 1 - UPDATE ON THE CCAA PROCEEDINGS

5. Reference is made to my affidavits sworn May 19, 2020 (the "**Initial Affidavit**"), May 26, 2020 (the "**Comeback Affidavit**") and May 31, 2020 (the "**Supplementary Comeback Affidavit**") and filed in the CCAA Proceedings. Copies of the Initial Affidavit, the Comeback Affidavit and the Supplementary Comeback Affidavit (without exhibits) are attached hereto as **Exhibit "A"**, **"B"** and **"C"**, respectively. All capitalized terms not otherwise defined herein are as defined in the Comeback Affidavit.

6. The Applicants are part of a cannabis enterprise that is licensed to grow, process and sell cannabis in various jurisdictions within the United States (the **"GGB Group**"). GGB is the parent company of the GGB Group. The corporate structure of the GGB Group is described in greater detail in the Initial Affidavit. For ease of reference, a copy of the GGB Group's corporate chart is attached hereto as **Exhibit "D"**.

7. As set out in greater detail in the Initial Affidavit, the Applicants were facing a severe liquidity crisis and the maturity of significant secured debt obligations causing them to seek CCAA protection on May 20, 2020, pursuant to the Initial Order dated May 20, 2020 (the "**Initial Order**"). Ernst & Young Inc. ("**EY**") was appointed Monitor of the Applicants (the "**Monitor**") in the CCAA Proceedings. On May 29, 2020, this Court granted an order (the "**Stay Order**") extending the Stay Period until June 12, 2020.

8. As noted in the Initial Affidavit, the Applicants entered into the DIP Agreement with All Js, one of GGB's existing secured lenders, in order to enable them to continue operating in the ordinary course while the Applicants pursue a formal sale process. On June 2, 2020, this Court granted the Amended and Restated Initial Order, which expanded the Applicants' restructuring abilities, increased the DIP Charge and extended the Stay Period to August 15, 2020. The same day, this Court approved an order (the "**SISP Order**") approving a sale and investment solicitation process (the "**SISP**"), Stalking Horse APA, and Bid Protections Charge.

9. Copies of the Initial Order, the Stay Order, the Amended and Restated Initial Order and the SISP Order are available, together with all other filings in the CCAA Proceedings, on the Monitor's website for these proceedings at www.ey.com/ca/GGBI.

10. Since the granting of the Amended and Restated Order and the SISP Order on June 2, 2020, the Applicants have been working diligently to maintain the stability of their business operations and carry out the SISP with the assistance and oversight of the Monitor. The Applicants' activities since the date of the Amended and Restated Initial Order have included:

(a) working with the Monitor to carry out the SISP, as described below;

(b) liaising with an interested party with respect to a proposal for the potential acquisition of the shares and assets of GGB Florida LLC; and

(c) preparing a cash flow forecast for the extended period covered by the requested extension of the Stay Period.

Expiration of Spring Oaks Forbearance Agreement

11. As noted in the Initial Affidavit, the Applicants' MSO Business was carried out in Florida through its subsidiaries (the "**Florida Subsidiaries**"): GGB Florida LLC ("**GGB Florida**"), GGB

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Florida Land LLC and Spring Oaks Greenhouses, Inc. ("**Spring Oaks**"). On May 13, 2020, GGB received the Florida Letter of Intent from an interested party setting forth a proposal for the potential acquisition of the shares and assets of GGB Florida, including the shares of Spring Oaks and the leases, licences and intellectual property held by GGB Florida LLC (the "**Florida Sale**"). The Florida Letter of Intent was executed on May 20, 2020.

12. As described in my Initial Affidavit, on May 19, 2020, GGB executed the Spring Oaks Forbearance Agreement between and among GGB Florida, Spring Oaks, GGB Green Holdings LLC ("**GGB Green**", and together with GGB, GGB Florida and Spring Oaks, the "**Borrower Parties**"), and Green Ops Group LLC, ("**Green Ops**"), a company related to WMB Resources LLC, one of GGB's secured lenders. Pursuant to the Spring Oaks Forbearance Agreement, Green Ops agreed to forbear from exercising its rights and remedies under the Spring Oaks Notes and security agreement until June 15, 2020 (the "**Forbearance Period**"), subject to certain conditions and the payment of a US$50,000 forbearance fee. The Borrower Parties had the ability to extend the Forbearance Period to July 15, 2020, subject to satisfying certain conditions, including GGB executing a binding agreement regarding the Florida Sale at least three days prior to June 15, 2020. The Borrower Parties had the option to further extend the Forbearance Period to July 29, 2020, if regulatory approvals had not yet been received. In conjunction with the execution of the Spring Oaks Forbearance Agreement, the parties executed a Voluntary Surrender of Collateral in Satisfaction of Debt and Release Agreement (the "**VCSRA**") that became effective upon a breach of the Spring Oaks Forbearance Agreement or in the event that the Forbearance Period terminated other than in the case of the closing of the Florida Sale.

13. The Florida Letter of Intent did not ultimately result in a transaction capable of completion, and the Florida Sale did not take place. As a result, the Forbearance Period expired on June 15, 2020.

14. On June 26, 2020, Green Ops delivered a Notice of Acceleration and Reservation of Rights (the "**Notice of Acceleration**") to the Borrower Parties confirming the expiration of the Forbearance Period, noting that all secured obligations under the Spring Oaks Security Agreement had been accelerated and were immediately due and payable, and confirming that Green Ops intended to enforce its rights under the VCSRA and enforce on the Surrendered Collateral, including (a) the shares of GGB Florida, GGB Land and Spring Oaks, (b) the property and assets of GGB Florida and Spring Oaks, and (c) any cannabis licences held by GGB Green,

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GGB Florida and Spring Oaks. A copy of the Notice of Acceleration is attached hereto as **Exhibit "E"**. On June 26, 2020, GGB issued a press release announcing the expiration of the Forbearance Period and the receipt of the Notice of Acceleration, a copy of which is attached hereto as **Exhibit "F"**.

15. I understand that Green Ops intends to take enforcement steps with respect to the cannabis licence held by Spring Oaks, and has begun the process to obtain approval for the transfer of the cannabis licence from the State of Florida. I understand that Green Ops expects that the approval process will take approximately 4-6 weeks, at which time the transfer of the cannabis licence will become effective. As will be outlined below, the Amended and Restated Stalking Horse APA has been revised to confirm that the Florida Subsidiaries, including Spring Oaks, are to be Excluded Subsidiaries, and will not form part of the Purchased Assets to be transferred to the Purchaser. Accordingly, the DIP Amendment, which is described below, does not contemplate any further funds being advanced to the Florida Subsidiaries.

Status of Moxie Litigation

16. As noted in the Initial Affidavit, on April 21, 2020, Moxie commenced a proceeding (the "**Moxie Litigation**") against GGB in Delaware, seeking damages for the alleged breach of Moxie Agreement, pursuant to which a new Ontario limited partnership, of which GGB was to be the general partner, would acquire the operating companies of GGB and the issued and outstanding units of Moxie in an all-equity interest transaction (the "**Moxie Business Combination**"). The Moxie Litigation seeks damages of US$9 million in respect of the US$5,000,000 Moxie Note issued by GGB Beauty and guaranteed by GGB in connection with the Moxie Business Combination, and the US$3,962,400, Moxie Termination Note, an unsecured promissory note issued by GGB. The Moxie Litigation also seeks the transfer of US$10 million of GGB's shares, due to the alleged breach of the Moxie Agreement. On May 20, 2020, Moxie filed a Motion for Default Judgment in the Moxie Litigation. On July 2, 2020, the Delaware Court entered a scheduling order (a) requiring that GGB submit its response to the motion for default judgment on or before August 10, 2020, (b) that Moxie submit its reply brief, if any, on or before August 25, 2020, and (c) setting a hearing on the motion for default judgment for September 1, 2020. The Court further ordered that GGB's failure to respond to the motion within the time provided, or a failure to appear for the September 1, 2020 hearing, would result in default judgment being granted to Moxie. GGB did not file a

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defence to Motion for Default Judgment by the August 10, 2020 deadline. On August 10, 2020, Moxie filed a notice voluntarily dismissing the Moxie Litigation without prejudice.

Receivership of CBD Subsidiaries and Sale of CBD Business

17. As described in the Initial Affidavit, the GGB Group's CBD Business was severely negatively impacted by the onset of the COVID-19 pandemic, and GGB was forced to indefinitely suspend its CBD Business on March 19, 2020. On May 3, 2020, the Ohio Court granted an order appointing A.C. Strip as the receiver of the CBD Subsidiaries' property and assets to distribute the assets of the CBD Subsidiaries and wind down their operations.

18. On June 10, 2020, the Ohio Court granted an order approving the sale of 195 of the kiosks operated by the CBD Subsidiaries, associated inventory and certain intellectual property to the BRN Group, Inc. The sale closed on July 16, 2020. The proceeds of the sale will be distributed on a *pro rata* basis to the unsecured creditors of the CBD Subsidiaries. The Applicants will not receive any recovery from the proceeds of sale.

Settlement of Nevada Licence Litigation

19. As described in the Initial Affidavit, the GGB Group, through its subsidiary Nevada Organic Remedies LLC ("**NOR**"), holds various cannabis licences in the State of Nevada, namely medical and adult-use cannabis cultivation and production licences, medical and adult-use cannabis dispensary licences and a cannabis distribution licence. NOR also holds seven provisional adult-use cannabis dispensary licences that it received in December 2018 following the state's most recent licence-award process. Prior to the onset of the COVID-19 pandemic, NOR sold products from its The+Source locations in Las Vegas and Henderson, Nevada. Following the onset of the COVID-19 pandemic, The+Source operated a delivery-only business per direction from Governor Steve Sisolak. On May 9, 2020, NOR received approval to re-open the dispensaries to customers subject to established social distancing protocols.

20. NOR is currently participating in several cases pending in the Eighth Judicial District, Clark County, Nevada, as either a named defendant or an intervenor-defendant. These claims (the "**Licence Litigation**"), brought by certain cannabis companies who were not granted provisional licences by the State of Nevada in December 2018, challenge the method by which the Department of Taxation in Nevada (the "**DOT**") reviewed and awarded applications for provisional retail cannabis dispensary licences (the "**Provisional Licences**"). The plaintiffs in the

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Licence Litigation seek relief for, among other things, alleged violations of state- and federal-level due process rights and violations of equal protection rights, and request that a writ of mandamus be issued compelling the DOT to conduct a new review of the plaintiffs' recreational dispensary applications on their merits and/or approve them.

21. NOR received seven Provisional Licences pursuant to the application process in December 2018, but was prevented from receiving final approval pursuant to an August 2019 preliminary injunction issued in the Licence Litigation (the "**Preliminary Injunction**"). NOR filed an appeal with the Supreme Court of Nevada challenging the Preliminary Injunction, which was ordered for expedited review by that court. The trial in the underlying Licence Litigation commenced in June 2020 and remains ongoing.

22. On July 29, 2020, NOR reached a partial settlement (the "**Settlement**") in the Licence Litigation. Under the terms of the Settlement, NOR and a number of the other successful applicants have agreed to assign certain Provisional Licences to certain of the unsuccessful parties in exchange for, as relevant here: (a) a motion to withdraw the bond currently supporting the Preliminary Injunction, (b) dismissal with prejudice of the relevant actions brought by the settling plaintiffs, (c) removal of NOR and the other settling defendant-intervenors from the scope of the Preliminary Injunction for purposes of any continuing litigation by the non-settling plaintiffs, (d) expedited final inspection and approval by the State of Nevada for NOR's new proposed location in Reno, Nevada, and (e) expedited approval by the State of Nevada for any transfers of ownership required as part of the ongoing CCAA process.

23. On July 1, 2020, regulatory oversight of the cannabis industry in Nevada was transferred from the DOT to the Cannabis Compliance Board (the "**CCB**"). On August 7, 2020, the CCB approved the Settlement. I understand from the Company that the DOT will be filing a notice on August 11, 2020 removing NOR from the scope of the Preliminary Injunction. This will allow NOR to expedite the opening of its Reno location, and will allow for the Company to continue to pursue the future opening of dispensary locations in the City of Las Vegas, the City of North Las Vegas, the City of Henderson, and Nye County.

24. In addition, the DOT had issued a moratorium in October 2019 that placed a hold on all transfers of ownership in the state. On July 21, 2020, the CCB conducted its first meeting as a governing body and (a) lifted the moratorium, and (b) released new regulations (the "**Cannabis**

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Regulations") governing the operation of new recreational dispensaries, which came into force on August 5, 2020. The Cannabis Regulations set forth the manner and requirements related to transfers of ownership.

PART 2 - THE SISP AND THE STALKING HORSE APA

Status of the SISP

25. The Stalking Horse APA and SISP were designed to establish a baseline price and provide a process to canvass the market in order to maximize the value obtained for the Applicants' assets and recoveries for the Applicants' stakeholders.

26. The SISP contemplated a two-phase process to be carried out by the Applicants with the assistance of the Monitor to solicit superior offers for the Purchased Assets. The SISP is summarized in greater detail in the Comeback Affidavit.

27. Through the SISP, the Applicants and the Monitor conducted a broad marketing effort for the sale of the Applicants' MSO Business. During Phase I of the SISP, the Monitor contacted 256 potentially interested parties. Following the initial solicitation, 13 interested parties executed non-disclosure agreements with the Applicants in order to begin due diligence and potentially develop a bid for the Purchased Assets.

28. To facilitate due diligence for the 13 parties that executed a non-disclosure agreement with the Applicants, interested parties were given (a) confidential information containing significant information about the Applicants' various business lines; (b) access to a data-room, which was set-up and maintained by the Applicants and the Monitor; and (c) access to channels through which they could contact the Applicants and their advisors with diligence questions.

29. Pursuant to the SISP, the Phase I Bid Deadline was July 6, 2020. One interested party submitted a Non-Binding LOI on the Phase I Bid Deadline. Following a review of the Non-Binding LOI, the Monitor determined that the bid was not a Qualified Non-Binding LOI (as defined by the SISP), and that there was no reasonable prospect of a Qualified Non-Binding LOI resulting in a Superior Offer (as defined in the SISP). As such and in accordance with the terms of the SISP, the Monitor informed the Applicants, All Js and the Phase I Bidder of its determination and recommended that the SISP be terminated. A copy of a July 22, 2020 press release issued by GGB announcing the termination of the SISP is attached hereto as **Exhibit "G"**.

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30. Until the Phase I Bid Deadline, the Applicants and their advisors continued to facilitate and encourage the sale of the Purchased Assets. I believe that the universe of potential purchasers has been canvassed and that interested parties had sufficient opportunity to develop bids.

31. As a result of the termination of the SISP at the end of Phase I, in accordance with the terms of the SISP, the Applicants are bringing the within motion seeking approval of the Transaction contemplated by the Stalking Horse APA.

The Stalking Horse APA

32. The key terms of the Stalking Horse APA are summarized in the Comeback Affidavit. For ease of reference, the key terms of the Stalking Horse APA are summarized again below[1]:

Term	Details
Purchased Assets	At Closing, the Seller shall transfer to the Purchaser (a) 100% of the equity in GGB Canada Inc. and Xanthic Biopharma Limited, (b) all intercompany indebtedness owed to GGB by GGB's direct subsidiaries, other than Green Growth Brands Realty Ltd., Green Growth Brands, LLC and its subsidiaries, and any entities subject to the Florida Sale (the "**GGB Acquired Entities**"), (c) the books and records and business information of GGB, (d) any contracts of GGB designated by the Purchaser in writing prior to the Closing Date (the "**Designated Contracts**"), (e) the intellectual property of GGB, and (f) the cash held by GGB and the GGB Acquired Entities. At Closing, the Purchaser shall become responsible for the liabilities of GGB (the "**Assumed Liabilities**") under (i) the GAOC Note, (ii) the Spring Oaks Notes (to the extent they are not discharged by the Florida Sale), (iii) the May Security Agreement, (iv) the Backstop Security Agreement, (v) any proven Priority Claim that is not paid or cash collateralized on or before Closing, to a maximum of $50,000, and (vi) the Designated Contracts.
Purchase Price	The aggregate purchase price payable by the Purchaser to the Seller shall be the total of (a) the Credit Bid Amount, being the aggregate amount owing under the DIP Agreement, the May Debentures, the Backstop Debentures, the Backstop Security Agreement, the All Js Secured Notes and all other agreements executed as security for the payment of GGB's performance thereunder, and all advances secured by the DIP Lender's Charge (collectively, the "**Senior**

[1] Any capitalized terms not otherwise defined herein are as defined in the Stalking Horse APA.

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	Secured Claims Amount"), (b) the professional fees secured by the Administration Charge, and (c) the Assumed Liabilities. The Company and the Monitor estimate that the Purchase Price amounts to approximately US$105.8 million assuming the Florida Sale closes, subject to accrued and unpaid interest, recoverable fees and, in the case of the GAOC Note, applicable exchange rate.
Structure	GGB will sell, assign and transfer to an entity to be incorporated ("**Acquireco**") the Purchased Assets on an "as is, where is" basis, free and clear of all Encumbrances (other than Permitted Encumbrances).
Break Fee and Expense Reimbursement	In the event that the Purchaser is not the Successful Bidder in the SISP, the Seller shall pay to All Js a break fee in the amount of US$2,000,0000 (the "**Break Fee**"), and shall reimburse All Js for its fees and expenses incurred in connection with the preparation of the Stalking Horse APA, up to a maximum amount of US$150,000 (the "**Expense Reimbursement**").
Conditions	The obligations of the Seller and the Purchaser to complete the Transaction are subject to the following conditions, among others: a) The Seller shall have obtained the Initial Order and the SISP Order; b) The SISP Order will provide for a Court-ordered charge ranking after the DIP Lender's Charge securing the Break Fee and Expense Reimbursement (the "**Bid Protections Charge**"); c) The Seller shall have acquired from GGB Canada 100% of the equity in the Excluded Subsidiaries; d) The Approval and Vesting Order shall have been obtained, in form and substance acceptable to the Purchaser and the Seller; e) The Priority Claims shall not exceed $50,000, excluding the Administration Charge and the DIP Lender's Charge (as such terms are defined in the Initial Order) and the Assumed Liabilities; and f) The Cannabis Licenses, authorizations and/or exemptions required to be obtained in connection with consummation of the transactions shall have been obtained and be in full force and effect.

The Amended and Restated Stalking Horse APA

33. On August 10, 2020, GGB and the Purchaser entered into the Amended and Restated Stalking Horse APA, a copy of which is attached hereto as **Exhibit "H"**.

34. The Amended and Restated Stalking Horse APA incorporates certain minor revisions to the Stalking Horse APA, including:

(a) adding a provision making it clear that the Excluded Subsidiaries include the Florida Subsidiaries;

(b) adding a covenant that GGB will report to and collaborate with the Purchaser in obtaining the Cannabis Licenses;

(c) extending the deadline for the Purchaser to file any registrations, declarations or other documents as may be necessary to obtain any required orders and authorizations for the Cannabis Licenses or other transactions contemplated by the Amended and Restated Stalking Horse APA, from 5 days of the entry of the Approval and Vesting Order, to 30 days after the entry of the Approval and Vesting Order; and

(d) extending the Outside Date by which the Amended and Restated Stalking Horse APA can be terminated from 120 days from the date of the entry of the SISP Order (which occurred on June 2, 2020), to 120 days from the date of the entry of the Approval and Vesting Order.

A redline comparing the Stalking Horse APA to the Amended and Restated Stalking Horse APA is attached hereto as **Exhibit "I"**.

A. Outstanding Conditions to Closing

35. The Amended and Restated Stalking Horse APA contains customary conditions to closing, which remain outstanding, including the granting of the Approval and Vesting Order substantially in the form requested and that the Cannabis Licenses, authorizations and/or exemptions required to be obtained in connection with consummation of the transactions shall have been obtained and be in full force and effect. In light of the approval of the Settlement of the

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Licence Litigation, it is expected that the transfer of the Cannabis Licenses can be completed in the next several months. The Outside Date in the Amended and Restated Stalking Horse APA has been extended accordingly.

36. Pursuant to the Amended and Restated Stalking Horse APA, the Closing Date of the Transaction is anticipated to be two business days following the day on which the last of the closing conditions in the Stalking Horse APA are satisfied or waived, other than those conditions which by their nature can only be satisfied as of the Closing Date.

PART 3 - AMENDMENT TO DIP AGREEMENT

37. In connection with their request to extend the Stay Period to December 18, 2020, the Applicants and their counsel, in consultation with the Monitor, negotiated the DIP Amendment, which is expected to provide the Applicants with sufficient liquidity to pay for obligations incurred and scheduled to be paid through to the requested extension of the Stay Period. The DIP Amendment has now been finalized, and the execution copy is attached hereto as **Exhibit "J"**.

38. The DIP Amendment increases the DIP Facility to a maximum amount of $7.8 million (comprised of US $7.2 million advanced under the DIP Agreement, and US$600,000 advanced under the DIP Amendment). The DIP Amendment also extends the maturity date of the DIP Facility to December 31, 2020, such that the DIP Agreement shall be repayable in full on the earlier of: (i) the date a demand for repayment in writing has been made by the Lender following the occurrence of any Event of Default which is continuing and has not been cured, (ii) the completion of any Successful Bid, in which case the amounts owing under the DIP Agreement shall be repaid in full, or the completion of the Stalking Horse APA, in which case the amounts owing under the DIP Agreement shall be satisfied in accordance with the terms of the Stalking Horse APA, (iii) the date on which the Amended and Restated Initial Order expires without being extended or on which the CCAA proceedings are dismissed or converted into a proceeding under the *Bankruptcy and Insolvency Act* (Canada), (iv) the date of the sale of all or substantially all of the Collateral, and (v) December 31, 2020. Advances under the DIP Amendment will have the benefit of the DIP Lender's Charge set out in the Amended and Restated Initial Order, which DIP Lender's Charge will be increased to a maximum of $7.8 million.

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PART 4 - STAY EXTENSION

39. Since the Initial Order, the Applicants have continued to act diligently and in good faith in respect of all matters relating to the CCAA Proceedings. To date, the Applicants and their advisors have been largely focused on maintaining operational stability of the GGB Group, communicating with stakeholders regarding the commencement and conduct of the CCAA proceedings, and carrying out the SISP.

40. The Stay Period currently expires on August 15, 2020. The Applicants are requesting an extension of the Stay Period until and including December 18, 2020 to provide stability to the Applicants while they take steps to close the Transaction contemplated by the Stalking Horse APA.

41. I have been advised that the Monitor will be filing a report, which I understand will include the Applicants' prepared cash flows, demonstrating that, through advances to be made under the DIP Amendment, the Applicants will have sufficient funds to continue operating through the proposed extended Stay Period.

42. In the circumstances, I do not believe that any creditor will suffer material prejudice as a result of the extension of the Stay Period.

PART 5 - CONCLUSION

43. It is my belief that granting the relief sought herein and the extension of the Stay Period are appropriate next steps in the CCAA Proceedings and will provide a pathway for completing the restructuring of the Applicants in a manner that will maximize value for stakeholders.

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 August 10, 2020.

DocuSigned by:
Sanja Sopic
E820930A2731482...

Sanja Sopic
Commissioner for Taking Affidavits

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

RAYMOND C. WHITAKER III

TAB A

This is
EXHIBIT "A"
referred to in the affidavit of
RAYMOND C. WHITAKER III
dated August 10, 2020

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

Court File No. ___________________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF GREEN GROWTH BRANDS INC., GGB CANADA INC., GREEN GROWTH BRANDS REALTY LTD. AND XANTHIC BIOPHARMA LIMITED

Applicants

AFFIDAVIT OF RAYMOND C. WHITAKER III
(Sworn May 19, 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.

PART 1 - OVERVIEW

4. This affidavit is sworn in support of an application by the Applicants for protection from their creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

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5. GGB is the parent corporation of a cannabis enterprise that is licensed to grow, process and sell cannabis in various jurisdictions within the United States (the **"GGB Group**"). GGB is continued under the *Business Corporations Act* (Ontario) and is a public company whose common shares are listed for trading on the Canadian Securities Exchange ("**CSE**") and on the OTCQB venture market.

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

7. Until very recently, the GGB Group operated two distinct lines of business: (a) cannabis cultivation, processing and production of products containing more than 0.3% tetrahydrocannabinol ("**THC**"), and the distribution of the THC products as a multi-state operator through wholesale and retail channels in medical and adult-use dispensaries in Florida, Massachusetts and Nevada (the "**MSO Business**"), and (b) cannabidiol ("**CBD**")-infused consumer product production, wholesale and retail operations online and through mall-based kiosk shops (the "**CBD Business**").

8. The MSO Business continues to operate through certain indirect, wholly-owned subsidiaries of GGB (the "**MSO Subsidiaries**"), as described in more detail below. As described below, the CBD Business was operated through six indirect, wholly-owned subsidiaries of GGB (the "**CBD Subsidiaries**") until March 19, 2020, when the CBD Business was indefinitely suspended due to, among other things, the onset of the COVID-19 pandemic.

9. The creation of the GGB Group was funded through equity and debt financing. GGB has always been cash flow negative. Commencing in early 2019, GGB began experiencing liquidity issues.

10. GGB currently has in excess of $100 million of secured debt. The GAOC Note and the May Debentures (as each of those terms is defined below) matured on March 15, 2020 and May 17, 2020, respectively. On April 6, 2020, GGB received a notice of default with respect to the Moxie Termination Note (as defined below). On May 15, 2020, GGB received a notice of default with

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respect to the Spring Oaks Notes (as defined below). In addition, GGB is facing several lawsuits (described below).

11. GGB is suffering a severe liquidity crisis and is generally unable to meet its obligations as they come due. GGB requires an urgent stay of proceedings and additional financing in order to continue operating the MSO Business in the ordinary course and preserve enterprise value while it pursues a formal sales process.

12. All Js Greenspace LLC ("**All Js**"), one of GGB's existing secured lenders, has agreed to fund these CCAA proceedings through a debtor-in-possession loan facility (the "**DIP Agreement**"), enter into a stalking-horse agreement (the "**Stalking Horse APA**") and act as a stalking-horse bidder pursuant to a Court-approved sale and investment solicitation process (the "**SISP**"). No relief is being sought in this initial application with respect to the Stalking Horse APA or the SISP. The Applicants are seeking approval of the DIP Agreement and authority to borrow up to US$1 million during the initial 10-day stay period.

13. If the Initial Order is granted, GGB intends to return to the Court within 10 days (the "**Comeback Hearing**") to seek the issuance of an order (the "**Amended and Restated Initial Order**"), which would:

(a) Extend the stay period;

(b) Increase the amount of the DIP Lender's Charge (as defined below);

(c) Approve the SISP and related bidding procedures; and

(d) Approve the Stalking Horse APA.

PART 2 - CORPORATE STRUCTURE

A. The Applicants

(a) GGB

14. GGB is a corporation continued under the *Business Corporations Act* (Ontario) (the "**OBCA**"). GGB is the ultimate parent company of the GGB Group. A corporate chart setting out the organizational structure of the GGB Group is attached hereto as **Exhibit "A"**. The Company's registered head office is located at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario

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M5L 1B9. Its principal place of business is located at 4300 East Fifth Ave. Columbus, Ohio 43219. GGB has banking facilities in Canada and owns 100 percent of the shares of the other Applicants as well as certain pending provisional patent applications.

15. The Company was previously known as Xanthic Biopharma Inc. ("**Xanthic**") and became a public company pursuant to a reverse takeover transaction completed on November 9, 2018. The Company's common shares are listed for trading on the CSE under the symbol GGB and on the OTCQB venture market under the symbol GGBXF. Since May 2019, there has been a consistent decline in the value of GGB's shares. On May 8, 2019, GGB's shares were trading at approximately $5.20 per share on the CSE. As of May 15, 2020, GGB's shares were trading at approximately $0.055 per share on the CSE. GGB currently has 26,562,378 warrants outstanding, which have been approved for listing on the CSE under the symbol GGB.WT.

16. GGB has four full-time employees, including the Interim Chief Executive Officer, in-house counsel, the Chief Financial Officer and a comptroller. Three employees work remotely from Columbus, Ohio, while one works remotely from Canada. GGB also holds a provisional patent in Canada related to powdered, water-soluble cannabis.

(b) GGB Canada Inc.

17. GGB Canada Inc. ("**GGB Canada**") is a direct, wholly-owned subsidiary of GGB, and is incorporated under the OBCA. GGB Canada has a registered mailing address at 199 Bay Street, Suite 5300, Toronto, Ontario, M5L 1B9. GGB Canada has no assets and no employees.

(c) Green Growth Brands Realty Ltd.

18. Green Growth Brands Realty Ltd. ("**GGB Realty**") is a direct, wholly-owned subsidiary of GGB, and is incorporated under the OBCA. GGB Realty was incorporated at a time when the GGB Group was considering expanding its Canadian presence and establishing physical locations in Canada in connection with the adult-use cannabis market. However, the GGB Group decided not to pursue the expansion following the announcement by the Ontario government that it would be allocating cannabis retail space based on a lottery system and terminated its lease agreements. GGB Realty has no assets or employees.

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(d) Xanthic Biopharma Limited

19. Xanthic Biopharma Limited **("Xanthic Biopharma")** is a direct, wholly-owned subsidiary of GGB, and is incorporated under the OBCA. Xanthic Biopharma has no assets or employees.

B. The GGB Group

20. The corporate chart attached hereto as Exhibit "A" illustrates the full corporate structure of the GGB Group. The GGB Group's operating subsidiaries can be divided into two categories: the CBD Subsidiaries and the MSO Subsidiaries.

21. The CBD Business was operated through the CBD Subsidiaries, consisting of Green Growth Brands LLC, GGB Beauty LLC ("**GGB Beauty**"), GGB Licenses LLC, Green Growth Brands Realty LLC, GGB Kiosks LLC and GGB GN LLC. The CBD Subsidiaries are currently in receivership (as described below).

22. The MSO Business (described below) continues to be operated by the MSO Subsidiaries, which consist of the following entities: GGB Holdco Inc., GGB Green Holdings LLC, GGB Nevada LLC, GGB Nevada Pahrump LLC, GGB Nevada Land LLC, Wellness Orchards of Nevada LLC, Henderson Organic Remedies LLC, Nevada Organic Remedies LLC, Sahara Merchants LLC, GGB Massachusetts LLC, GGB Massachusetts Land LLC, Just Healthy LLC, GGB New Jersey LLC, GGB Florida LLC ("**GGB Florida**"), GGB Florida Land LLC, Spring Oaks Greenhouses, Inc. ("**Spring Oaks**"), GGB Arizona LLC, GGB Michigan LLC, GGB Connecticut LLC, Xanthic Biopharma US Holdco and Xanthic Colorado LLC.

PART 3 - BUSINESS OF THE APPLICANTS

A. Cannabis Industry in the United States

23. The United States federal government regulates drugs through the *Controlled Substances Act* (the "**CSA**"), which designates cannabis as a controlled substance. In the United States, cannabis is largely regulated at the state level. Although certain states authorize medical or adult-use cannabis production and distribution by licensed or registered entities, under U.S. federal law, the possession, use, cultivation, and transfer of cannabis and any related drug paraphernalia is illegal, and any such acts are criminal acts under federal law. CBD, as of the passage of the *Agriculture Act* of 2018, is no longer a Schedule 1 drug under the CSA.

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B. Cannabis Licenses of the MSO Subsidiaries

24. The operating MSO Subsidiaries hold the following state-issued licenses or certificates:

(a) Nevada Organic Remedies LLC ("**NOR**"): NOR is a medical and retail cannabis company based in the Las Vegas, Nevada area. NOR holds a medical cultivation, adult-use cultivation, medical production, adult-use production, medical dispensary, adult-use dispensary, and distribution license, and holds seven provisional adult-use dispensary licenses. NOR operates one of the The+Source dispensary locations in the Las Vegas metropolitan area and currently has 78 employees;

(b) Wellness Orchards of Nevada LLC ("**WON**"): WON holds medical cultivation and adult-use licenses for cannabis in the state of Nevada. The licenses entitle WON to cultivate cannabis in the state of Nevada, through which WON supplies The+Source dispensaries operated by NOR and HOR (defined below). WON currently has 18 employees;

(c) Henderson Organic Remedies LLC ("**HOR**"): HOR holds medical dispensary and adult-use dispensary licenses issued by the state of Nevada and operates a The+Source medical and retail cannabis dispensary facility located in Henderson, Nevada. HOR currently has 48 employees;

(d) Just Healthy LLC ("**Just Healthy**"): Just Healthy holds provisional certificates of registration for a registered medical cannabis dispensary and cultivation, which enables Just Healthy to establish up to three medical dispensaries and a cultivation facility, with preferred treatment to be given for adult-use. In November 2019, Just Healthy received provisional approval to open an adult-use dispensary in Northampton, Massachusetts and is continuing to pursue final approval. Just Healthy has three employees;

(e) GGB Massachusetts Land LLC ("**GGB Land**"): GGB Land owns certain unimproved land in Northampton, Massachusetts upon which it may erect a cultivation facility; and

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(f) Spring Oaks: Spring Oaks holds a vertically integrated MMTC medical marijuana dispensary license, which authorizes Spring Oaks to operate up to 35 dispensary locations in the State of Florida. Spring Oaks leases and operates a cultivation and production facility in Alachua, Florida.

C. Leased and Owned Property Related to the MSO Business

(a) Nevada

25. The GGB Group cultivates cannabis products at (a) a leased facility located in the Las Vegas, Nevada area, featuring approximately 12,000 square feet, including approximately 5,000 square feet of canopy; and (b) at an owned facility in Nye County, Nevada, featuring approximately 12,000 square feet, including approximately 5,000 square feet of canopy.

26. The GGB Group utilizes approximately 1,700 square feet of 12,000 square feet available at the leased facility in the Las Vegas, Nevada area for the purpose of manufacturing various cannabis infused and concentrated cannabis products.

27. Prior to the onset of the COVID-19 pandemic, the GGB Group sold products from its The+Source locations in Las Vegas and Henderson, Nevada. Each The+Source location features approximately 1,100 square feet of selling space and is regarded as one of the premier dispensaries in Las Vegas. Following the onset of the COVID-19 pandemic, The+Source operated a delivery-only business per direction from Governor Steve Sisolak. On May 9, 2020, NOR and HOR received approval to re-open the dispensaries to customers subject to established social distancing protocols.

(b) Massachusetts

28. As part of its acquisition of Just Healthy, the GGB Group purchased unimproved land in Northampton, Massachusetts, currently owned by GGB Land, upon which it may erect a cultivation facility. The GGB Group does not yet produce cannabis products in Massachusetts and is continuing to evaluate whether it will pursue a cultivation and processing location.

29. Through the provisional certificate of registration held by Just Healthy, the GGB Group is able to operate up to three medical dispensaries and a cultivation facility, with the ability to pursue adult use dispensary locations as well. Just Healthy received provisional approval to open

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an adult-use dispensary in Northampton, Massachusetts in November 2019 and is continuing to pursue final approval in that state.

(c) Florida

30. The GGB Group has received approval related to its cultivation and production facility in Alachau, Florida. It has secured six retail locations in various locations within the state of Florida that it intends to build out to support the state-mandated verticality requirement applicable to the licenses held in Florida.

D. Cash Management

31. GGB currently has two chequing accounts in Canada with Alterna Bank: one used to process payroll, and the other used for disbursements related to general corporate purposes, including funding transfers to the MSO Subsidiaries. In addition, GGB has one account with Questrade, which is used to convert USD denominated funds received into CAD before being transferred to the Alterna Bank chequing accounts. The GGB Group also utilizes various checking accounts with banks located in Arizona, Florida, Massachusetts and Ohio to support operations in the United States.

PART 4 - FINANCIAL POSITION

A. Assets

32. As at June 30, 2019, the assets of the GGB Group had an audited book value of approximately US$149.8 million and consisted of the following (amounts in US$):[1]

Assets **Current Assets**	
Cash	$ 10,256,008
Short term investments	-
Receivables	580,529
Prepaid expenses	5,142,618
Inventories	10,244,804
Biological assets	1,352,097
Notes receivable	47,739
Other receivables	3,006,760

[1] The Company's cash balance is currently less than $1 million and the Company is reliant on emergency interim financing provided by All Js, as described below.

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Deferred lease charges	727,518
	31,358,073
Property and equipment, net	18,761.723
Deposits and other assets	2,880,186
Deferred lease charges	2.606,940
Notes receivable	17,999,224
Intangible assets	39,925,984
Goodwill	36,253,417
Total assets	**$ 149,785,547**

B. Liabilities

33. Given the current laws regarding cannabis at the federal level in the United States, traditional bank financing is typically not available to United States cannabis companies. The Company has historically accessed equity and debt financing from the public and prospectus exempt (private placement) markets in Canada and the United States.

34. As at June 30, 2019, the liabilities of the GGB Group had an audited book value of approximately US$105.8 million and consisted of the following (amounts in US$):

Liabilities **Current Liabilities**	
Accounts payable and accrued liabilities	16,328,784
Taxes payable	282,593
Due to related parties	317,535
Notes payable	45,762,540
Embedded derivative liability	1,496,214
Convertible debenture	41,623,041
	105,810,707
Deferred tax liability	1,437,324

C. Secured Debt

(a) GAOC Promissory Note

35. On May 15, 2019, GGB issued to GA Opportunities Corp. ("**GAOC**") a promissory note in the principal amount of $39,000,000, bearing interest at a rate of 3.00% per annum, due on November 15, 2019. On November 15, 2019, GGB and GAOC amended and restated the promissory note (as amended and restated, the "**GAOC Note**") in order to extend the maturity

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date of the GAOC Note to March 15, 2020. A copy of the GAOC Note is attached hereto as **Exhibit "B"**.

36. The GAOC Note and the payment and performance of the obligations thereunder by GGB are (a) secured by a general security agreement dated April 15, 2019 (the "**GAOC Security Agreement**") creating a security interest in all of the present and future personal property, assets and undertaking of GGB and (b) guaranteed by a guarantee dated November 15, 2019 granted by Jay Schottenstein in favour of GAOC. A copy of the GAOC Security Agreement is attached hereto as **Exhibit "C"**.

37. The security granted pursuant to the GAOC Security Agreement ranks ahead of the security granted with respect to the May Debentures, the Backstop Debentures and the All Js Secured Notes (as each term is defined below).

38. On May 4, 2020, GGB received notice that the GAOC Note had been acquired by WMB Resources LLC.

(b) May 2019 Debentures

39. On May 17, 2019, GGB issued secured convertible debentures in the aggregate principal amount of US$45,500,000 (the "**May Debentures**"). The May Debentures bear interest at a rate of 15% per annum and were issued pursuant to and are governed by the terms of a debenture indenture (the "**May Debenture Indenture**") dated May 17, 2019 between GGB and Capital Transfer Agency, ULC ("**CTA**"), a copy of which is attached hereto as **Exhibit "D"**. The May Debentures had a maturity date of May 17, 2020. A summary of the holders of the May Debentures is attached hereto as **Exhibit "E"**.

40. The May Debentures are secured against the assets of GGB through a security agreement dated June 6, 2019 (the "**May Security Agreement**"), granting a security interest in all the present and subsequently acquired personal property and undertaking of GGB, including inventory, equipment, and intellectual property. A copy of the May Security Agreement is attached hereto as **Exhibit "F"**.

41. On May 3, 2020, the requisite majority of the holders of the May Debentures issued an extraordinary resolution permitting the incurrence of new senior indebtedness and related

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security, thereby enabling the security granted for the All Js Secured Notes (as defined and described below) to rank in priority to the security held by the holders of the May Debentures.

42. On May 12, 2020, CTA confirmed and agreed, on behalf of itself and the holders of the May Debentures and Backstop Debentures (as defined and described below), that GGB's obligations under the May Debentures and Backstop Debentures, as well as the security granted by the May Security Agreement and Debenture Security Agreement (as defined below), respectively, would rank subsequent in priority to the security granted by the All Js Security Agreement.

43. Accordingly, the security granted by the May Security Agreement ranks in priority to the security granted in favour of the Backstop Debentures, but subordinate to the security granted with respect to the GAOC Note and the All Js Secured Notes.

(c) Backstop Debentures

44. On August 14, 2019, GGB entered into equity commitment letters (the "**Equity Commitment Letters**") with each of All Js and Chiron Ventures Inc. ("**Chiron**" and together with All Js, the "**Backstop Providers**"), pursuant to which the Backstop Providers committed to subscribe for 8.00% secured convertible debentures (the "**Backstop Debentures**") in the aggregate principal amounts of US$57,350,000 and US$10,000,000, respectively.

45. Pursuant to the terms of the Equity Commitment Letter with All Js (the "**All Js Commitment Letter**"), a copy of which is attached hereto as **Exhibit "G"**, GGB is contractually entitled to require All Js to subscribe for Backstop Debentures (a) in an amount up to US$20,600,000 in the event that GGB requires capital to fund operations until August 14, 2020 (the "**WC Commitment**"), and (b) in an amount up to US$36,750,000 in the event that the maturity date of the May Debentures could not be extended (the "**Extension Commitment**").

46. Pursuant to the terms of the Equity Commitment Letter with Chiron, a copy of which is attached hereto as **Exhibit "H"**, GGB is contractually entitled to require Chiron to subscribe for Backstop Debentures (a) in an amount up to US$6,737,500 to satisfy the WC Commitment, and (b) in an amount up to US$3,262,500 to satisfy the Extension Commitment.

47. The Backstop Debentures were issued pursuant to and are governed by the terms of a debenture indenture (the "**Backstop Debenture Indenture**") dated October 18, 2019 between

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GGB and CTA, the terms of which is substantially similar to the May Debenture Indenture. A copy of the Backstop Debenture is attached hereto as **Exhibit "I"**.

48. On March 6, 2020, the Backstop Providers agreed by extraordinary resolution to enter into a supplemental indenture (the "**Supplemental Backstop Debenture Indenture**") in order to, among other things, (a) extend the maturity date of the Backstop Debentures from one year after the date of issuance to four years after the date of issuance, (b) decrease the interest rate payable on the Backstop Debentures from 15.00% to 5.00% per annum,[2] and (c) amend the conversion price of the Backstop Debentures. A copy of the Supplemental Backstop Debenture Indenture is attached hereto as **Exhibit "J"**.

49. The Backstop Debentures are secured against the assets of GGB through a security agreement (the "**Backstop Security Agreement**") dated November 13, 2019, the terms of which is substantially similar to the May Security Agreement. A copy of the Backstop Security Agreement is attached hereto as **Exhibit "K"**.

50. On May 4, 2020, the requisite majority of the holders of the Backstop Debentures issued an extraordinary resolution permitting the incurrence of new senior indebtedness and related security, thereby enabling the security granted for the All Js Secured Notes (as defined and described below) to rank in priority to the security held by the holders of the Backstop Debentures.

51. As noted, on May 12, 2020, CTA confirmed and agreed, on behalf of the May Debentures and Backstop Debentures, that GGB's obligations under the May Debentures and Backstop Debentures, as well as the security granted by the May Security Agreement and Debenture Security Agreement, respectively, would rank subsequent in priority to the security granted by the All Js Security Agreement.

52. Accordingly, the security granted by the Backstop Security Agreement ranks behind the security granted with respect to the GAOC Note, the All Js Secured Notes and the May Debentures.

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[2] Pursuant to the terms of the Equity Commitment Letters, the Backstop Debentures were intended to bear interest at a rate of 8.00% per annum, however, the Backstop Debenture Indenture and the certificates evidencing the Backstop Debentures had a stated interest rate of 15.00% due to administrative error.

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53. As of the date hereof, GGB has issued an aggregate principal amount of US$23,717,000 of Backstop Debentures related to the WC Commitment, allocated amongst the Backstop Providers. When the May Debentures matured on May 17, 2020, the Company considered calling on the Backstop Providers to subscribe for additional debentures pursuant to the Extension Commitment, but determined not to do so on the basis that (a) GGB is in default of secured obligations significantly greater than the aggregate amount of the Extension Commitment, (b) the Company is insolvent and requires immediate CCAA protection regardless of whether the Extension Commitment could be met, (c) the GGB Group urgently needs additional funding in order to continue operating, which All Js is willing to provide by way of interim financing on the terms described below to facilitate an orderly restructuring or sale of the business in these proceedings; and (d) there is a question as to the enforceability of the commitment pursuant to its terms and in light of all the surrounding circumstances.

(d) All Js Promissory Note

54. In early May 2020, due to severe liquidity constraints, GGB sought additional funding from All Js in order to enable the MSO Business to continue operating. On May 4, 2020, GGB issued to All Js a promissory note in the principal amount of US$400,000, bearing interest at a rate of 5.00% per annum, due and payable on demand. A second note in the principal amount of US$400,000 was issued on May 12, 2020 (together, the "**All Js Secured Notes**"). The All Js Secured Notes and the payment and performance of the obligations thereunder by GGB are secured by (a) a general security agreement dated May 4, 2020 (the "**All Js Security Agreement**") creating a security interest in all present and future personal property, assets and undertaking of GGB, (b) guarantees (the "**All Js Guarantees**") and security agreements from GGB Canada, Xanthic Biopharma and each of the MSO Subsidiaries, other than GGB New Jersey LLC, GGB Arizona LLC, GGB Michigan LLC, GGB Connecticut LLC and the Florida subsidiaries (the "**All Js Subsidiary Security Agreements**"), and (c) a collateral mortgage/charge against real property owned by GGB Nevada Land LLC and GGB Land (the "**US Mortgages**"). Copies of the All Js Secured Notes and the All Js Security Agreement, are attached hereto as **Exhibits "L"** and **"M"**, respectively. Copies of the All Js Guarantees, the All Js Subsidiary Security Agreements and the US Mortgages can be provided upon request.

55. The security granted by GGB to All Js pursuant to the All Js Security Agreement ranks in priority to the security granted with respect to the May Debentures and the Backstop Debentures, but subsequent to security granted with respect to the GAOC Note.

D. Unsecured Debt

(a) Spring Oaks Promissory Notes

56. On June 3, 2019, GGB and GGB Florida , an indirect, wholly-owned subsidiary of GGB, entered into a definitive purchase agreement (as amended on July 19, 2019 and July 29, 2019) (the "**Spring Oaks Purchase Agreement**") with, *inter alia*, Spring Oaks, pursuant to which, GGB Florida agreed to purchase all of the issued and outstanding shares of Spring Oaks.

57. As partial consideration for the purchase, GGB issued to Stanley W. Harris, in his capacity as representative of the sellers: (a) a 15.00% convertible secured note (the "**One Year Spring Oaks Note**") of GGB in the principal amount of US$5,800,000 with one year term; and (b) a 15.00% convertible secured note (the "**Two Year Spring Oaks Note**") of GGB in the principal amount of US$11,400,000 with a two year term. On April 29, 2020, GGB and Spring Oaks issued to Stanley W. Harris, in his capacity as representative of the sellers, a 15% secured note in the principal amount of US$1 million with a 6-month term (the "**April Spring Oaks Note**", and together with the One Year Spring Oaks Note and the Two Year Spring Oaks Note, the "**Spring Oaks Notes**"). The April Spring Oaks Note was issued in consideration of the advance of working capital to Spring Oaks. To date, US$500,000 has been advanced to Spring Oaks. Copies of the Spring Oaks Notes are attached hereto as **Exhibit "N"**.

58. Pursuant to a security agreement dated July 31, 2019, as amended and restated on April 29, 2020, between GGB, GGB Florida, GGB Green Holdings LLC ("**GGB Green**"), Spring Oaks and Stanley W. Harris, as representative of the sellers under the Spring Oaks Purchase Agreement, the Spring Oaks Notes are secured against all of GGB Florida's assets. The Spring Oaks Notes are not secured against GGB's assets.

59. On May 4, 2020, GGB received notice that Green Ops Group LLC, ("**Green Ops**"), a company related to WMB Resources LLC, had acquired the Spring Oaks Notes.

60. On May 13, 2020, GGB received a Letter of Intent from an interested party setting forth a proposal for the potential acquisition of the shares and assets of GGB Florida, including the shares

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of Spring Oaks and the leases, licenses and intellectual property held by GGB Florida (the "**Florida Sale**"). The Company is engaging in discussions with the Interested Party with respect to this Letter of Intent.

61. On May 15, 2020, Green Ops gave notice to Spring Oaks, GGB, GGB Florida and GGB Green that the Spring Oaks Notes are in default. A copy of this notice is attached hereto as **Exhibit "O"**.

62. On May 19, 2020, GGB executed a Forbearance Letter Agreement (the "**Spring Oaks Forbearance Agreement**") between and among GGB Florida, Spring Oaks, GGB Green, and Green Ops, whereby Green Ops agreed to provide the balance of the April Spring Oaks Note on or before May 30, 2020, and to forbear from exercising its rights and remedies under the Spring Oaks Notes and security agreement until June 15, 2020 (the "**Forbearance Period**"), subject to certain conditions and the payment of a US$50,000 forbearance fee. The Forbearance Period may be extended by Green Ops to July 15, 2020 provided that (i) a GGB has executed a binding agreement regarding the Florida Sale at least three days prior to June 15, 2020, (ii) the purchase price is not less than the amount required to satisfy the obligations owed under the Spring Oaks Notes, and (iii) GGB receives a non-refundable deposit of no less than 10% of the purchase price, of which 50% shall be applied in reduction of the amounts owed under the Spring Oaks Notes. Green Ops may provide a second extension of the Forbearance Period to July 29, 2020 if regulatory approvals have not been received. In conjunction with the execution of the Spring Oaks Forbearance Agreement, the parties have executed a Voluntary Surrender of Collateral in Satisfaction of Debt and Release Agreement that becomes effective in the event of a breach of the Spring Oaks Forbearance Agreement or in the event that the Forbearance Period terminates other than in the case of the closing of the Florida Sale. A copy of the Spring Oaks Forbearance Agreement is attached hereto as **Exhibit "P"**.

(b) Moxie Promissory Notes

63. On July 8, 2019, GGB entered into a securities acquisition and contribution agreement (the "**Moxie Agreement**") with, *inter alia*, MXY Holdings LLC ("**Moxie**") pursuant to which a new Ontario limited partnership ("**GGB LP**"), of which GGB was to be the general partner, would acquire the operating companies of GGB and the issued and outstanding units of Moxie in an all-equity interest transaction (the "**Moxie Business Combination**"). In connection with the Moxie

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Business Combination, Moxie loaned US$5,000,000 to GGB (the "**Moxie Loan**") in order to fund certain pending acquisitions. On July 8, 2019, GGB Beauty issued to Moxie a promissory note (the "**Moxie Note**") in the principal amount of US$5,000,000, bearing interest at a rate of 6.00% per annum, due and payable on July 8, 2022. On July 8, 2019, GGB provided a guarantee (the "**Moxie Guarantee**") to Moxie of GGB Beauty's obligations under the Moxie Note. Copies of the Moxie Note and the Moxie Guarantee are attached hereto as **Exhibits "Q**" and **"R",** respectively.

64. On December 18, 2019, GGB announced that it had terminated the Moxie Agreement and agreed to repay the Moxie Loan and to reimburse Moxie for expenses it had incurred in connection with the Moxie Business Combination (the "**Moxie Repayment**"). In connection with the Moxie Repayment, on December 18, 2019, GGB issued to Moxie an unsecured promissory note (the "**Moxie Termination Note**") in the principal amount of US$3,962,400, bearing interest of US$37,600, due and payable on the earlier of (a) July 1, 2020, or (b) an Event of Default under the Moxie Termination Note, which included a cross-default under the Moxie Note. A copy of the Moxie Termination Note is attached hereto as **Exhibit "S"**.

65. On April 6, 2020, GGB received notices of default under the Moxie Termination Note and the Moxie Guarantee, and Moxie asserted that the amounts owing under the Moxie Guarantee and the Moxie Termination Note are due and payable. As outlined further below, Moxie has commenced litigation against GGB in connection with the obligations owing under the Moxie Note and the Moxie Termination Note.

(c) All Js Demand Promissory Note

66. Between February and April 2020, GGB obtained financing from All Js in several advances in order to enable it to meet its urgent liquidity needs. GGB received US$675,000 in unsecured advances in February and March 2020. On April 20, 2020, GGB issued to All Js an unsecured promissory note in the principal amount of US$2,770,000, bearing interest at a rate of 5.00% per annum, due and payable on demand by All Js (the "**April All Js Note**").

(d) CBD Subsidiaries Lease Obligations

67. At various times during 2019, the CBD Business executed 195 lease agreements related to the retail sale of CBD via mall-based kiosk shops (the "**CBD Leases**"). Thirteen of the CBD Leases are guaranteed by GGB.

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E. Employees

68. As noted above, the Applicants, through GGB, employ four individuals in Canada. The GGB Group employs 172 employees in the United States in connection with their MSO Business. None of the employees are unionized and no entity in the GGB Group sponsors any pension plans. The CBD Business does not have any employees following the indefinite suspension of its operations following the onset of the COVID-19 pandemic.

69. GGB and the GGB Group are current with respect to the payment of payroll and the remittance of employee source deductions, however, given the current liquidity issues, the payroll due on May 30, 2020, will not be made unless the Initial Order is granted and the DIP Agreement is secured. The GGB Group's payroll is approximately US$350,000 biweekly.

F. Suppliers

70. The GGB Group relies on a number of third-party suppliers to provide certain essential services including security, utilities, insurance, phone and internet and other services associated with operating a cannabis business. As of the date of this affidavit, the GGB Group were indebted to third party suppliers in the aggregate amount of approximately US$7.5 million, exclusive of taxes.

G. Tax Obligations

71. GGB Holdco Inc. files tax returns for the MSO Business on a consolidated basis. GGB Holdco Inc. filed its federal 2019 tax returns at the end of April 2020 and will owe taxes of $89,582 as of July 15, 2020. Further, GGB Holdco Inc. has not made tax instalments for fiscal 2020. This liability is estimated to be approximately US$2 million.

72. There are no outstanding sale and use taxes in Massachusetts or Florida. However, there are unpaid sales and use and excise taxes in Nevada of approximately US$1.7 million.

H. Litigation

73. GGB is subject to four pieces of litigation in the United States:

(a) On February 26, 2020, H.J. Martin & Son, Inc. commenced a proceeding against GGB in Wisconsin seeking damages of US$483,500 for amounts allegedly due for the installation of mall kiosks operated by the CBD Subsidiaries;

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(b) In March 2020, Simon Property Group LP commenced an action against GGB Kiosks LLC, a CBD Subsidiary, and GGB in the Indiana Commercial Court related to alleged breaches of the lease agreements related to the kiosk locations operated by GGB Kiosks LLC prior to the suspension of the CBD Business, and is seeking damages in excess of US$2.2 million for unpaid rent. The lawsuit is stayed against GGB Kiosks LLC as a result of the receivership proceedings of the CBD Subsidiaries, which are described below;

(c) On April 3, 2020, a supplier of the CBD Subsidiaries, Digico Imaging Inc. ("**Digico**"), commenced legal proceedings in the Common Pleas Court for Franklin County, Ohio (the "**Ohio Court**") against Green Growth Brands LLC, a CBD Subsidiary, and GGB for unpaid invoices, seeking damages of US$83,717.02 (the "**Digico Lawsuit**"). As described further below, Digico and GGB jointly submitted a motion in the Digico Lawsuit to commence the receivership proceedings of the CBD Subsidiaries; and

(d) On April 21, 2020, Moxie commenced a proceeding against GGB in Delaware, seeking specific performance of the Moxie Agreement, damages of US$9 million in respect of the Moxie Note and the Moxie Termination Note, and the transfer of US$10 million of GGB's shares.

74. GGB is also a defendant in an Ontario action commenced by Friedmann Equities Inc. ("**Friedmann**") in November 2019, seeking damages of $5 million for the alleged breach of a consulting contract, whereby Friedmann agreed to provide certain consulting services to GGB to assist in securing retail locations in Ontario for the sale of cannabis products. GGB has defended the proceeding, but examinations for discovery have not yet taken place.

PART 5 - FINANCIAL CHALLENGES AND RESPONSES

75. GGB is facing a severe liquidity crisis and is generally unable to meet its obligations as they come due. GGB has made significant efforts over the past 12 months to monetize assets and focus its operations. These efforts have included several proposed transactions related to the CBD Business, including a previously announced proposed sale of the CBD Business to The BRN Group Inc. in late February 2020, as set forth below.

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(a) Strategic Review Process and Solicitation Efforts for the CBD Business

76. The GGB Group developed a full line of CBD-infused consumer care products, including creams, lotions, sleep aids, skin care, and body care, under its Seventh Sense Botanical Therapy brand. Prior to the suspension of operations of the CBD Business, GGB Beauty sold CBD products via its e-commerce website in approximately 46 states. In addition to online retail, GGB Beauty operated 195 kiosk shops at premium shopping mall locations in the United States. GGB Beauty further leveraged its retail experience and relationships to forge wholesale partnerships with established retailers.

77. In February 2020**,** the Company formed a special committee of directors (the **"Special Committee")** to conduct a strategic review process with respect to the CBD Business in order to evaluate potential cost saving measures to enable the Company to achieve financial stability and sustainable profit and growth. The Special Committee determined that given the significant overhead costs associated with the CBD Business, it was appropriate to sell the CBD Business and focus on further developing the MSO Business.

78. On February 24, 2020, the Company entered into a "stalking-horse" type agreement to sell the CBD Business (the "**BRN Agreement**") to an affiliate of the BRN Group Inc. (the "**BRN Group**"), which agreement included a 30-day "go shop" period to permit the Company to actively solicit superior offers for the CBD Business.

79. The Company retained AltaCorp Capital Inc. ("**AltaCorp**") to act as its financial advisor in connection with its solicitation efforts during the "go-shop" period. AltaCorp created a "teaser package" containing information about the sale opportunity and the CBD Business for circulation to interested parties. AltaCorp provided a copy of the teaser package to 77 parties who operate in the cannabis space. Of those parties, nine signed non-disclosure agreements ("**NDAs**") and were provided access to a virtual data room created and maintained by the Company containing financial and operational information. Of the parties who signed NDAs, four submitted expressions of interest. Although the Company and AltaCorp entered into advanced discussions with one potential purchaser, ultimately it was not possible to advance a successful transaction with this purchaser due to the uncertainty caused by the onset of the COVID-19 pandemic.

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80. As noted, during the "go shop" period contemplated in the BRN Agreement, GGB was forced to indefinitely suspend its CBD Business and shut all kiosk locations due to the onset of the COVID-19 pandemic. This constituted a breach of certain of GGB's representations, warranties and covenants under the BRN Agreement. GGB provided notice to the BRN Group in accordance with the terms of the BRN Agreement. While discussions continued, it became apparent that BRN Group would not complete the transaction in a timely fashion. The "go-shop" period in the BRN Agreement expired on March 24, 2020.

81. As described further below, facing considerable cash obligations and with no confidence that the BRN Group would ultimately complete the transaction, the Special Committee determined it was in the best interest of the Company and its stakeholders to appoint a receiver over the CBD Subsidiaries.

(b) Suspension of CBD Business Operations and Receivership of CBD Subsidiaries

82. The CBD Business was severely negatively impacted by the onset of the COVID-19 pandemic, and on March 19, 2020, GGB was forced to indefinitely suspend its CBD Business.

83. As noted above, on March 17, 2020, Digico commenced the Digico Lawsuit against Green Growth Brands LLC, a CBD Subsidiary, and GGB in the Ohio Court. On April 3, 2020, the parties jointly filed a motion for the immediate appointment of a receiver over Green Growth Brands LLC and the other CBD Subsidiaries on the basis that the CBD Subsidiaries were in immediate danger of insolvency and desired to wind up their affairs. The Ohio Court granted the receivership order that day (the "**Receivership Order**") and appointed A.C. Strip as the receiver of the CBD Subsidiaries' property and assets (the "**Receiver**") to distribute the assets of the CBD Subsidiaries and wind down their operations. A copy of the Receivership Order is attached hereto as **Exhibit "T"**.

84. I understand that the Ohio Court has issued several orders enabling the Receiver to appraise and sell certain of the CBD Subsidiaries' assets.

(c) Emergency Interim Financing

85. In February, March and April 2020, GGB obtained urgent financing from All JS in the total amount of $3.44 million to temporarily address its severe liquidity crisis. In early May 2020, GGB

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obtained further financing from All Js pursuant to the All Js Secured Notes. These funds were necessary to enable GGB to meet payroll obligations and obligations to certain suppliers.

(d) Urgent Need for Relief

86. GGB is in default under the GAOC Note, the May Debentures, the Termination Note and the Moxie Guarantee. Further, the filing of the CCAA Application is an event of default under both the Backstop Debentures and the Spring Oaks Notes, the latter of which is subject to the Spring Oaks Forbearance Agreement. In addition, the GGB group is facing numerous pieces of litigation. The Applicants are suffering a serious liquidity crisis and require significant additional funding to continue operating. The Applicants are unable to meet their liabilities as they become due and are insolvent.

87. The Applicants require CCAA protection in order to obtain a stay of proceedings and the financing necessary to continue to operate in the ordinary course while conducting the SISP. The board of directors of each of the Applicants has authorized the commencement of CCAA proceedings in respect of each Applicant.

PART 6 - RELIEF SOUGHT

A. Stay of Proceedings

88. The Applicants require a stay of proceedings to provide them with "breathing room" to pursue the SISP. In the absence of a stay of proceedings, the Applicants may face enforcement actions by, and among others, GAOC, the holders of the May Debentures and the Backstop Debentures, plaintiffs and certain contractual counter parties. It would be detrimental to the Applicants' business if proceedings were commenced or continued or rights and remedies were executed against them.

B. Proposed Monitor

89. Ernst & Young Inc. ("**EY**") has consented to act as the Court-appointed Monitor (the "**Monitor**") of the Applicants, subject to Court approval. EY has retained Osler, Hoskin & Harcourt LLP as its counsel in contemplation of its appointment.

90. EY is a trustee within the meaning of section 2 of the BIA and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA.

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91. I am advised by Sharon Hamilton of EY that the proposed Monitor is supportive of the relief being sought in favour of the Applicants and the existence and amounts of the Court-ordered charges described below.

C. Approval of DIP Agreement

92. In response to GGB's urgent liquidity needs, GGB has negotiated the DIP Agreement with All Js in order to fund the GGB's operations and these CCAA proceedings. A copy of the DIP Agreement is attached hereto as **Exhibit "U".**

93. A summary of the key terms of the DIP Agreement is as follows:

(a) **Lender**: All Js;

(b) **Borrower**: GGB;

(a) **Guarantors:** all subsidiaries directly or indirectly owned by GGB, other than the Excluded Subsidiaries, which Excluded Subsidiaries_include (i) Green Growth Brands LLC and its direct or indirect subsidiaries; (ii) GGB Florida; (iii) Spring Oaks; (iv) GGB Michigan LLC; (v) GGB Arizona LLC; (vi) GGB Connecticut LLC; and (vii) GGB New Jersey, LLC, and (viii) Green Growth Brands Realty Ltd.;

(b) **Facility Amount**: a secured non-revolving credit facility up to a maximum principal amount of US$7.2 million;

(c) **Use of Funds**: The proceeds of the DIP Agreement shall be used during the pendency of the Applicants' proceedings under the CCAA for the following purposes: (i) to fund financial advisory fees and professional fees (including, inter alia, fees of the Monitor, fees of counsel to the Monitor and fees of counsel to the Applicants); (ii) to fund the payment of interest and other amounts payable under the DIP Agreement; and (iii) to fund the funding requirements of the Borrower and Guarantors during the CCAA proceedings in pursuit of a successful bid pursuant to and in accordance with the SISP, including funding, working capital and other general corporate purposes of the Borrowers and Guarantors, in each case in accordance with a budget agreed to with the Lender (the "**DIP Budget**"). The Borrower may not use the proceeds of the DIP Agreement to pay any pre-filing obligations of the Borrower or the Guarantors without the prior written consent of the Lender or as contemplated by the DIP Budget;

(d) **Maturity:** The DIP Agreement shall be repayable in full on the earlier of : (i) the date a demand for repayment in writing has been made by the Lender following the occurrence of any Event of Default which is continuing and has not been cured, (ii) the completion of the Stalking Horse APA or any successful bid through the SISP, in which case the amounts owing under the DIP Agreement shall be repaid in full, (iii) the date on which the Initial Order expires without being extended or on which the CCAA proceedings are dismissed or converted into a proceeding under the *Bankruptcy and Insolvency Act* (Canada), (iv) the sale of all or substantially all of the property and assets of each of the Borrower and Guarantors, and (v) the date which is 120 days following the date that all conditions to the funding of the DIP Agreement have been satisfied;

(e) **Conditions:** Advances under the DIP Agreement are subject to the Court having issued the Initial Order and having granted the DIP Lender's Charge (as defined and described below), and certain additional customary conditions precedent, covenants and representations and warranties made by the Borrower and Guarantors to the Lender;

(f) **Event of Default:** The Events of Default include, *inter alia*: (i) customary credit facility events of default, (ii) the existence of a negative variance from the DIP Budget of actual cumulated net disbursements as compared to budgeted cumulative net disbursements in excess of $100,000, with certain additional conditions; and (iii) the issuance of an order dismissing the CCAA proceedings, granting a charge that is in priority to the DIP Lender's Charge other than as permitted pursuant to the DIP Agreement, or, without the Lenders' prior written consent, the filing by the Borrower or Guarantors of any motion which is not consistent with the DIP Agreement, or the issuance of any order modifying the DIP Agreement or the SISP. Subject to court orders made in these CCAA proceedings, upon the occurrence of an Event of Default, the Lender may (i) exercise customary credit facility default remedies, (ii) elect to terminate its

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commitment to make advances under the DIP Agreement, and (iii) declare the DIP Agreement to be immediately due and payable;

(g) **Interest Rate:** 5% per annum payable monthly. Upon an Event of Default, all overdue amounts shall bear interest at the applicable interest rate plus 2% per annum payable on demand; and

(h) **DIP Lender's Charge:** amounts owing under the DIP Agreement are proposed to enjoy a Court-ordered charge on the Property of the Applicants (the "**DIP Lender's Charge**"), ranking behind the Administration Charge, the Directors' Charge (as those terms are defined below) and the GAOC Note, and security at the operating subsidiary level.

94. The amount of the DIP Agreement that is proposed to be funded prior to the Comeback Hearing is only that portion of the DIP Agreement that is absolutely necessary to keep the Applicants operating in the ordinary course (including for greater certainty funding payroll).

(a) Administration Charge

95. The Applicants seek a charge (the "**Administration Charge**") on their assets, property and undertakings (the "**Property**") in the maximum amount of $1 million to secure the fees and disbursements incurred in connection with services rendered to the Applicants, both before and after the commencement of the CCAA proceedings by the Monitor and its counsel and Applicants' counsel.

96. The Applicants have worked with EY to estimate the proposed quantum of the Administration Charge and believe it to be reasonable and appropriate in view of the complexities of its anticipated CCAA proceedings and the services to be provided by the beneficiaries of the Administration Charge.

97. Subject to section 11.52 of the CCAA, the Administration Charge is proposed to rank in priority to all other security interests, claims of secured creditors, trusts, liens, charges and encumbrances, statutory or otherwise in favour of any person, other than a person who has not received notice of the Application (the "**Encumbrances**").

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(b) Directors' Charge

98. To ensure the ongoing stability of the Applicants' business during the CCAA proceedings, the Applicants require the continued participation of their directors and officers (the "**D&Os**"). Due to the risk of potential personal liability, the D&Os have indicated that they cannot continue to perform such roles without the protections normally granted to directors and officers of companies involved in CCAA proceedings.

99. The Applicants are seeking typical provisions staying all proceedings against the D&Os and granting the D&Os an indemnity with respect to all post-filing claims that may arise against the D&Os in their capacity as the Applicants' directors or officers.

100. The Applicants maintain directors' and officers' liability insurance (the "**D&O Insurance**") for the D&Os. The current D&O Insurance policies provide a total of US$5 million in coverage. GGB has also granted contractual indemnities in favour of the D&Os, but does not have sufficient funds to satisfy those indemnities should the D&Os be found responsible for the full amount of the potential liabilities they could be exposed to. In addition, under the D&O Insurance, there are retentions for certain claims and the presence of a large number of exclusions creates a degree of uncertainty.

101. Accordingly, the Applicants are seeking a charge on the Property in the amount of $25,000 (the "**Directors' Charge**") to secure payment under the indemnity granted by the Initial Order in favour of the D&Os. The Directors' Charge is proposed to rank immediately after the Administration Charge, but subject to section 11.51 of the CCAA, ahead of all other Encumbrances. It is intended, and the proposed Initial Order is drafted such that the charge will only apply in circumstances where the D&O Insurance is insufficient or ineffective.

102. The Applicants worked with EY to quantify the potential liability that could accrue to the D&Os and to size the charge. I am informed by Sharon Hamilton of EY that EY considers the Applicants' request for a grant of the Directors' Charge and the proposed size of the Directors' Charge to be reasonable in the circumstances.

(c) DIP Lender's Charge

103. The DIP Agreement is conditional on the issuance of a Court order approving the DIP Agreement and granting a priority charge up to a maximum of US$1 million (the "**DIP Lender's**

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Charge") as set out in the draft Initial Order. The Initial Order contemplates that the DIP Lender's Charge will rank subordinate to the Administration Charge, the Directors' Charge and the GAOC Note. All of the credit advanced pursuant to the DIP Agreement will be secured, *inter alia,* by the DIP Lender's Charge and the existing security and guarantees issued in favour of the DIP lender**.** The DIP Lender's Charge will not secure obligations incurred prior to the CCAA proceedings.

104. The amount to be funded prior to the Comeback Hearing will be limited to the amount necessary to continue ordinary course operations prior to the Comeback Hearing. The DIP Lender's Charge being sought in connection with the Initial Order will only be for the amount to be accrued in the period preceding the Comeback Hearing. The Applicants intend to seek an increase to the DIP Lender's Charge at the Comeback Hearing.

(d) Proposed Ranking of the Court-Ordered Charges

105. The proposed ranking of the requested Court-ordered charges is as follows:

(a) First, the Administration Charge, to a maximum amount of $1 million;

(b) Second, the Directors' Charge, to a maximum amount of $25,000; and

(c) Third, the DIP Lender's Charge to a maximum amount of US$1 million until the Comeback Hearing and then uncapped thereafter.

106. In accordance with the CCAA, the proposed initial order provides that the Court-ordered charges will rank ahead of all other existing security interests of any persons, except for any person who is a "secured creditor", as defined in the CCAA, as of the date of the initial order and who has not received notice of this Application. The Applicants intend to seek an order granting priority over all Encumbrances on notice to such secured creditors; provided that the DIP Lender's Charge will rank behind the GAOC Note.

D. Cash Flow Forecast

107. The Applicants, with the assistance of the proposed Monitor, have prepared a 13-week cashflow forecast as required by the CCAA, a copy of which will be appended to the pre-filing report of the proposed Monitor (the "**Cash Flow Forecast**"). The Cash Flow Forecast demonstrates that interim debtor-in-possession financing is urgently needed to provide the Applicants with the required liquidity to continue going concern operations. As such, the

Applicants are seeking approval to borrow that amount pursuant to the DIP Agreement during the period prior to the Comeback Hearing.

PART 7 - CONCLUSION

108. The Applicants require the benefit of a stay of proceedings and approval of limited funding pursuant to the DIP Agreement in order to continue operating in the ordinary course while they run the SISP. The Applicants have the support of the majority of their secured lenders and have negotiated the terms of the DIP Agreement. The Applicants intend to seek relief related to the Stalking Horse APA and the SISP at the Comeback Hearing.

109. I believe that the Initial Order sought by the Applicants is in the best interests of the Applicants, the GGB Group and their stakeholders, and the CCAA proceeding represents the only viable alternative in the circumstances.

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 New Albany, Ohio, to the City of Toronto, Ontario, on May 19, 2020.

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for Taking Affidavits

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

Raymond C. Whitaker III

TAB B

This is
EXHIBIT "B"
referred to in the affidavit of
RAYMOND C. WHITAKER III
dated August 10, 2020

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

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

AFFIDAVIT OF RAYMOND C. WHITAKER III
(Sworn May 26, 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. This affidavit is sworn in support of a motion by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and such proceedings, the "**CCAA Proceedings**") seeking:

(a) An Amended and Restated Initial Order providing for certain amendments to the Initial Order substantially in the form of the draft order attached as Tab 3 of the

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Motion Record, including increasing the DIP Lenders' Charge to $7,500,000 to secure the full amount to be advanced under the DIP Agreement during the CCAA Proceedings, and any unpaid interest and recoverable fees; and

(b) An order (the "**SISP Order**") substantially in the form of the draft order attached as Tab 4 of the Motion Record, approving:

(i) the sale and investment solicitation process (the "**SISP**"), which is further described herein;

(ii) the Acquisition Agreement made as of May 19, 2020 (the "**Stalking Horse APA**") between GGB, All Js Greenspace LLC ("**All Js**") and Capital Transfer Agency, ULC ("**CTA**") as the stalking horse bid; and

(iii) the Break Fee and Expense Reimbursement (as those terms are defined below).

PART 1 - BACKGROUND AND STATUS OF THE CCAA PROCEEDINGS

5. Reference is made to my affidavit sworn May 19, 2020 (the "**Initial Affidavit**") filed in support of the Applicants' CCAA application. A copy of the Initial Affidavit (without exhibits) is attached hereto as **Exhibit "A"**. All capitalized terms not otherwise defined herein are as defined in the Initial Affidavit.

6. The Applicants are part of a cannabis enterprise that is licensed to grow, process and sell cannabis in various jurisdictions within the United States (the **"GGB Group"**). The corporate structure of the GGB Group is described in greater detail in the Initial Affidavit. For ease of reference, a copy of the GGB Group's corporate chart is attached hereto as **Exhibit "B"**.

7. As set out in greater detail in my Initial Affidavit, the Applicants were facing a severe liquidity crisis and the maturity of significant secured debt obligations causing them to seek CCAA protection on May 20, 2020, pursuant to the Initial Order dated May 20, 2020 (the "**Initial Order**"). Ernst & Young Inc. ("**EY**") was appointed Monitor of the Applicants (the "**Monitor**") in the CCAA Proceedings.

8. As noted in my Initial Affidavit, the Applicants entered into the DIP Agreement with All Js in order to enable them to continue operating in the ordinary course while the Applicants pursue a formal sale process.

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9. Copies of the Initial Affidavit and Initial Order are available, together with all other filings in the CCAA Proceedings, on the Monitor's website for these proceedings at www.ey.com/ca/GGBI.

10. Since the granting of the Initial Order on May 20, 2020, the Applicants have been working diligently to maintain the stability of their business operations and prepare to commence the SISP. The Applicants' activities, with the assistance of the Monitor, since the date of the Initial Order have included:

(a) Responding to inquiries from and engaging with various parties who have expressed an interest in participating in the SISP;

(b) Preparing the form of notice of the SISP to be published in the Globe and Mail and other publications, and the press release announcing the commencement of the CCAA Proceedings and the SISP;

(c) Preparing the form of Non-Disclosure Agreement ("**NDA**") to be signed by parties interested in participating in the SISP;

(d) Preparing the Confidential Information Memorandum (as defined below);

(e) Preparing a virtual data room to be provided to Qualified Bidders (as defined below) during the SISP; and

(f) Preparing a cash flow forecast for the extended period covered by the stay extension requested.

11. As noted in my Initial Affidavit, on May 13, 2020, GGB received a Letter of Intent (the "**Florida Letter of Intent**") from an interested party setting forth a proposal for the potential acquisition of the shares and assets of GGB Florida LLC, including the shares of Spring Oaks Greenhouses, Inc. and the leases, licenses and intellectual property held by GGB Florida LLC (the "**Florida Sale**"). Following discussions between the Company and the Interested Party, the Florida Letter of Intent was executed on May 20, 2020.

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PART 2 - STALKING HORSE APA AND SISP

12. As set out in my Initial Affidavit, GGB, All Js and CTA entered into the Stalking Horse APA, a copy of which was included in the Applicants' Application Record and is attached hereto as **Exhibit "C"**. CTA was directed to execute the Stalking Horse APA pursuant to extraordinary resolutions executed by the requisite majority of the holders of the May Debentures and the Backstop Debentures, copies of which are attached hereto as **Exhibit "D"**.

13. The key terms of the Stalking Horse APA are summarized below[1]:

Term	Details
Purchased Assets	At Closing, the Seller shall transfer to the Purchaser (a) 100% of the equity in GGB Canada Inc. and Xanthic Biopharma Limited, (b) all intercompany indebtedness owed to GGB by GGB's direct subsidiaries, other than Green Growth Brands Realty Ltd., Green Growth Brands, LLC and its subsidiaries, and any entities subject to the Florida Sale (the "**GGB Acquired Entities**"), (c) the books and records and business information of GGB, (d) any contracts of GGB designated by the Purchaser in writing prior to the Closing Date (the "**Designated Contracts**"), (e) the intellectual property of GGB, and (f) the cash held by GGB and the GGB Acquired Entities. At Closing, the Purchaser shall become responsible for the liabilities of GGB (the "**Assumed Liabilities**") under (i) the GAOC Note, (ii) the Spring Oaks Notes (to the extent they are not discharged by the Florida Sale), (iii) the May Security Agreement, (iv) the Backstop Security Agreement, (v) any proven Priority Claim that is not paid or cash collateralized on or before Closing, to a maximum of $50,000, and (vi) the Designated Contracts.
Purchase Price	The aggregate purchase price payable by the Purchaser to the Seller shall be the total of (a) the Credit Bid Amount, being the aggregate amount owing under the DIP Agreement, the May Debentures, the Backstop Debentures, the Backstop Security Agreement, the All Js Secured Notes and all other agreements executed as security for the payment of GGB's performance thereunder, and all advances secured by the DIP Lender's Charge (collectively, the "**Senior Secured Claims Amount**"), (b) the professional fees secured by the Administration Charge, and (c) the Assumed Liabilities. The Company and the Monitor estimate that the Purchase Price amounts to approximately US$105.8 million assuming the Florida

[1] Any capitalized terms not otherwise defined herein are as defined in the Stalking Horse APA.

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	Sale closes, subject to accrued and unpaid interest, recoverable fees and, in the case of the GAOC Note, applicable exchange rate.
Structure	GGB will sell, assign and transfer to the Purchaser the Purchased Assets on an "as is, where is" basis, free and clear of all Encumbrances (other than Permitted Encumbrances).
Break Fee and Expense Reimbursement	In the event that the Purchaser is not the Successful Bidder in the SISP, the Seller shall pay to All Js a break fee in the amount of US$2,000,0000 (the "**Break Fee**"), and shall reimburse All Js for its fees and expenses incurred in connection with the preparation of the Stalking Horse APA, up to a maximum amount of US$150,000 (the "**Expense Reimbursement**").
Conditions	The obligations of the Seller and the Purchaser to complete the Transaction are subject to the following conditions, among others: a) The Seller shall have obtained the Initial Order and the SISP Order; b) The SISP Order will provide for a Court-ordered charge ranking after the DIP Lender's Charge securing the Break Fee and Expense Reimbursement (the "**Bid Protections Charge**"); c) The Seller shall have acquired from GGB Canada 100% of the equity in the Excluded Subsidiaries; d) The Approval and Vesting Order shall have been obtained, in form and substance acceptable to the Purchaser and the Seller; e) The Priority Claims shall not exceed $50,000, excluding the Administration Charge and the DIP Lender's Charge (as such terms are defined in the Initial Order) and the Assumed Liabilities; and f) The Cannabis Licenses, authorizations and/or exemptions required to be obtained in connection with consummation of the transactions shall have been obtained and be in full force and effect.

14. The SISP Order provides for the creation of the Bid Protections Charge, in accordance with the terms of the Stalking Horse APA, ranking subordinate to the DIP Lender's Charge.

15. In addition to the approval of the Stalking Horse APA, the Applicants are also seeking approval of the SISP, which will govern the solicitation of higher and more favourable offers for the Applicants' business. A copy of the proposed SISP is attached hereto as **Exhibit "E"**.

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16. The SISP contemplates a two-phase process to be carried out by the Applicants with the assistance of the Monitor to solicit superior offers for the Purchased Assets. A bidder who has executed an NDA and delivered documentation containing financial information and credit quality support or enhancement, which demonstrates to the satisfaction of the Monitor, in its reasonable business judgement, that the bidder is likely to be able to consummate a Sale Proposal (as defined below) or an Investment Proposal (as defined below) shall be considered a Qualified Bidder.

17. During Phase I of the SISP, the Monitor will make available a Confidential Information Memorandum describing the sale or investment opportunity to prospective purchasers and prospective strategic or financial investors that have executed an NDA with the Applicants and solicit non-binding letters of interest from such prospective purchasers and strategic or financial investors. During Phase II of the SISP, each Qualified Bidder that is not eliminated from the SISP shall have such due diligence access to materials and information as the Monitor, in its reasonable business judgement, in consultation with the Applicants, deems appropriate.

18. In order for a bid to constitute a Superior Offer (as compared to the Stalking Horse APA), it must be made by a Qualified Bidder, and (a) include a minimum cash consideration of the aggregate of the Senior Secured Claims Amount, the Priority Claims Amount (equal to the amount owing under the DIP Agreement, the GAOC Note, any Court-ordered charges, and any statutory or other priority claims), the Break Fee and Expense Reimbursement, and an incremental overbid of $250,000, and (b) assumes, at a minimum, the Assumed Liabilities (other than the GAOC Note).

19. A summary of key dates for the SISP is included in the table below:

Key Date	**SISP Step**
As soon as reasonably practicable after the granting of the SISP Order, 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 SISP 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, deems appropriate.

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July 6, 2020, 5:00 p.m. EST	**Phase I Bid Deadline** - deadline for Qualified Bidders to submit a non-binding letter of interest to the Monitor (each, a "**Qualified Non-Binding LOI**"), which must be an offer to acquire all, substantially all, or a portion of the Property (a "**Sale Proposal**") or make an investment in, restructure, reorganize or refinance the Applicants (an "**Investment Proposal**").
July 9, 2020	The Monitor will, in consultation with the Applicants, assess the Qualified Non-Binding LOIs received during Phase I, if any, and determine whether there are any Qualified Non-Binding LOIs which could result in 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. 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 and will seek advice and directions from the Court. The Monitor will recommend to the Applicants that the SISP be terminated at the end of Phase I if there are no Qualified Non-Binding LOIs received, or the Monitor believes there is no reasonable prospect that a Qualified Non-Binding LOI will result in a Superior Offer.
Within 60 days of the granting of the SISP Order	**Phase II Bid Deadline** - deadline for Qualified Bidders that are not eliminated from the SISP in Phase I to submit a Qualified Bid (as defined in the SISP) to the Monitor, accompanied by a Deposit equal to 5% of the purchase price or contemplated investment.
As soon as practicable following the Phase II Bid Deadline	**Auction** - If the Monitor determines, in its reasonable business judgement, that one or more of the Qualified Bids received is a Superior Offer, the Monitor will conduct an auction (the "**Auction**"). Bidding at the Auction will begin with the Starting Bids and continue in bidding increments providing a net value to the Applicants of at least an additional $250,000.
As soon as practicable following the selection of the Successful Bid	**Application for Sale Approval Hearing –** the Applicants will apply for approval of the Successful Bid and the issuance of an Approval and Vesting Order.

20. The Stalking Horse APA and SISP establish a baseline price and provide a process to canvass the market in order to maximize the value obtained for the Applicants' assets and recoveries for the Applicants' stakeholders.

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PART 3 - AMENDED AND RESTATED INITIAL ORDER

21. The proposed Amended and Restated Initial Order provides for certain amendments to the Initial Order, namely the insertion of certain provisions contained in the standard form template CCAA Initial Order developed by the Model Order Subcommittee of the Commercial List Users' Committee of the Ontario Superior Court of Justice (the "**Model Initial Order**"). These include standard restructuring provisions, provisions expanding the Monitor's ability to assist with the Applicants' restructuring efforts, and an increase to the DIP Lender's Charge to cover the full amount to be advanced under the DIP Agreement during the CCAA Proceedings. A redline comparison showing the proposed amendments to the Model Initial Order is attached at Tab 5 to the Applicants' motion record.

A. DIP Lender's Charge

22. As noted in my Initial Affidavit, in its application for CCAA protection, the Applicants limited what they could borrow pursuant to the DIP Agreement to that amount reasonably necessary to allow them to continue to operate in the ordinary course until the Comeback Hearing. Accordingly, the Initial Order limited borrowings under the DIP Agreement to US$1 million until the Comeback Hearing, and the DIP Lender's Charge was capped at the corresponding amount.

23. The Applicants now seek approval to borrow the maximum amount available under the DIP Agreement, and to increase the DIP Lender's Charge to a maximum amount of US$7.5 million. This relief is necessary in order to enable the Applicants to continue operating during the SISP and seek to maximize recoveries for their stakeholders.

B. Stay Extension

24. Since the Initial Order, the Applicants have continued to act diligently and in good faith in respect of all matters relating to the CCAA Proceedings. To date, the Applicants and their advisors have been largely focused on maintaining operational stability of the GGB Group, communicating with stakeholders regarding the commencement and conduct of the CCAA proceedings, and preparing for the commencement of the SISP.

25. The Stay Period granted in the Initial Order had the effect of imposing a stay of proceedings until and including May 29, 2020 (the "**Stay Period**"). The Applicants are requesting

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an extension of the Stay Period until and including August 15, 2020 to provide stability to the Applicants and allow them to carry out the SISP.

26. I have been advised that the Monitor will be filing a report, which I understand will include the Applicants' prepared cash flows, demonstrating that, through advances to be made under the DIP Agreement, the Applicants will have sufficient funds to continue operating through the proposed extended Stay Period.

27. In the circumstances, I do not believe that any creditor will suffer material prejudice as a result of the extension of the Stay Period.

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 26, 2020.

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for Taking Affidavits

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

Raymond C. Whitaker III

TAB C

This is
EXHIBIT "C"
referred to in the affidavit of
RAYMOND C. WHITAKER III
dated August 10, 2020

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

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

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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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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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.

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Commissioner for Taking Affidavits

DocuSigned by:
Raymond C. Whitaker III
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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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Barristers & Solicitors
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Nicholas Avis LSO# 76781Q
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Email: navis@stikeman.com
Fax: (416) 947-0866

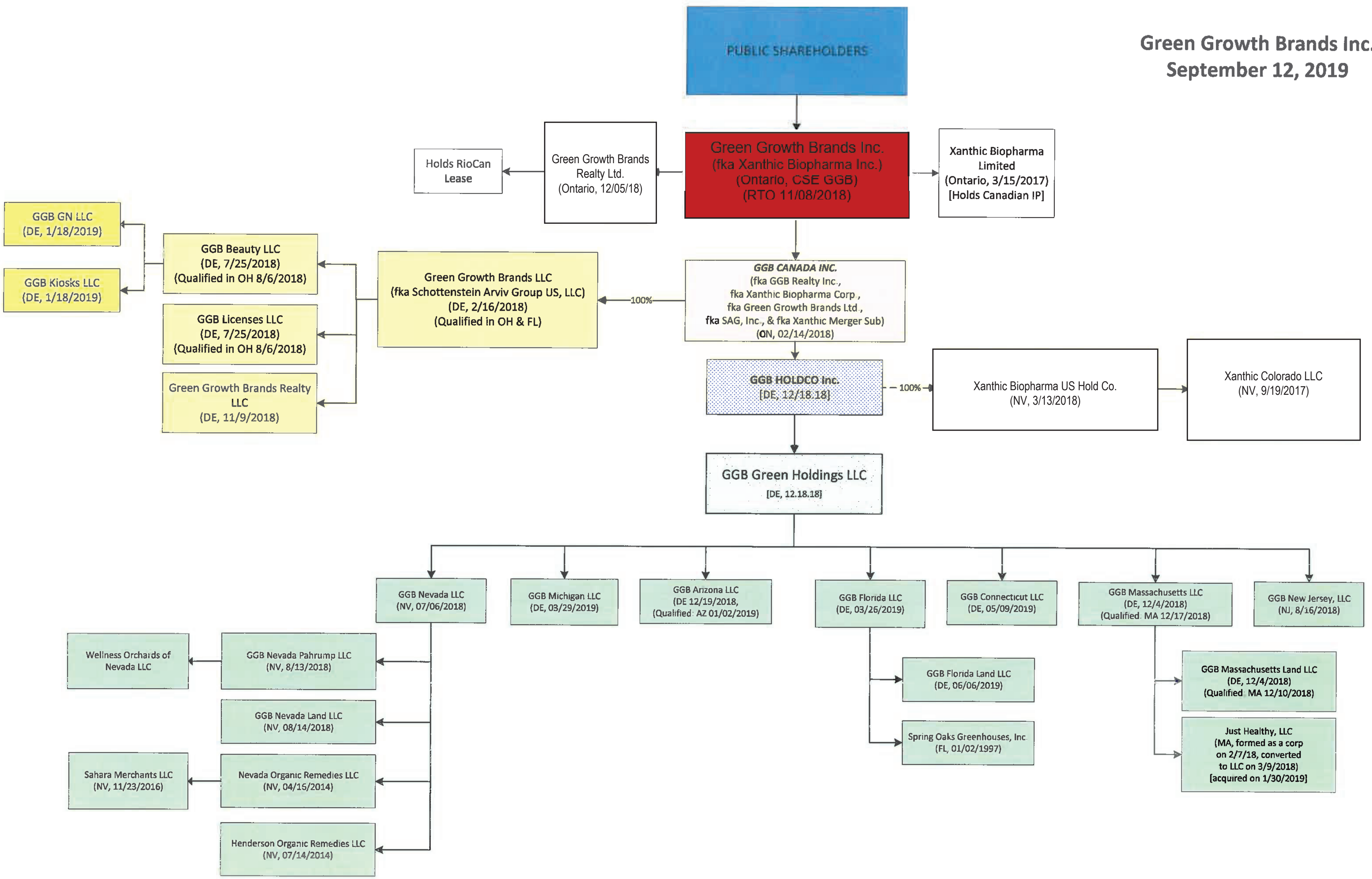
Lawyers for the Applicants

TAB D

This is
EXHIBIT "D"
referred to in the affidavit of
RAYMOND C. WHITAKER III
dated August 10, 2020

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits



#88430
September 12, 2019

TAB E

This is
EXHIBIT "E"
referred to in the affidavit of
RAYMOND C. WHITAKER III
dated August 10, 2020

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

Bilzin Sumberg

Joshua A. Kaplan
Tel 305-350-7263
Fax 305-351-2293
jkaplan@bilzin.com

June 26, 2020

VIA REGISTERED OR CERTIFIED MAIL,
POSTAGE PREPAID AND RETURN RECEIPT REQUESTED
and E-MAIL

GGB Florida LLC
4300 East Fifth Ave.
Columbus, Ohio 43219
Attn: Legal Department

Green Growth Brands Inc.
c/o GGB Florida LLC
4300 East Fifth Ave.
Columbus, Ohio 43219
Attn: Legal Department

GGB Green Holdings LLC
c/o GGB Florida LLC
4300 East Fifth Ave.
Columbus, Ohio 43219
Attn: Legal Department

Spring Oaks Greenhouses, Inc.
c/o GGB Florida LLC
4300 East Fifth Ave.
Columbus, Ohio 43219
Attn: Legal Department

Re: Forbearance Letter Agreement dated as of May 19, 2020 by and among GGB GREEN HOLDINGS LLC, a Delaware limited liability company ("**GGB Green**"), GGB FLORIDA LLC, a Delaware limited liability company ("**GGB Florida**"), SPRING OAKS GREENHOUSES, INC., a Florida corporation ("**Spring Oaks**", and together with GGB Green and GGB Florida, collectively, "**Grantors**"), GREEN GROWTH BRANDS INC., a corporation formed under the laws of the province of Ontario ("**GGB**"), and GREEN OPS GROUP LLC, a Delaware limited liability company ("**Secured Party**") ("**Forbearance Agreement**"), in respect of certain Events of Default under, inter alia, that certain Amended and Restated Security Agreement dated as of April 29, 2020, by and among GGB Green, GGB Florida, and Spring Oaks ("**Security Agreement**"), and the other Loan Documents, originally in favor of STANLEY W. HARRIS, a Florida resident, as the representative of each seller under that certain Share Purchase Agreement dated as of June 3, 2019 ("**Original Secured Party**"), by and among Original Secured Party, GGB, and the other parties set forth therein; as such Security Agreement has been acknowledged and agreed to by GGB; all of Original Secured Party's right title and interest in and to such Loan Documents having been absolutely and unconditional assigned by Original Secured Party to Secured Party

Ladies and Gentlemen:

This law firm represents Secured Party with respect to the Loan Documents, the Forbearance Agreement, and the Voluntary Surrender of Collateral in Satisfaction of Debt and

Release Agreement by and among Grantors and Secured Party, as acknowledged and agreed to by GGB, dated as of May 19, 2020 (the "**VSCRA**", and together with the Loan Documents and the Forbearance Agreement, the "**GGB Documents**"). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Forbearance Agreement, unless otherwise noted.

The Forbearance Period described in the Forbearance Agreement expired on June 15, 2020, and as a result (i) the Forbearance Covenant thereupon terminated pursuant to Section 5(a) of the Forbearance Agreement, and (ii) the VSCRA thereupon became automatically operative pursuant to Section 7(b) of the Forbearance Agreement and Section 3(a) of the VSCRA.

Moreover, this letter shall serve as written notice from Secured Party to GGB and Grantors that the maturity of the Notes and all other Secured Obligations (as such terms are defined in the Security Agreement) have been accelerated pursuant to Section 7 of the Security Agreement as a result of the Specified Events of Default; and that all Guaranteed Obligations (as defined in the Guaranty (as defined in the Security Agreement)) of Grantors are immediately due and payable in full (including unpaid interest and applicable charges, expenses and fees).

Without limitation of the immediately succeeding paragraph below, please be advised that Secured Party intends to enforce its rights under the VSCRA to effectuate the irrevocable transfer, conveyance and assignment of any and all of Grantors' legal, equitable and beneficial right, title and interest in and to the Surrendered Collateral (as defined in the VSCRA) from Grantors to Secured Party or its designee in full satisfaction of the Obligations under the Loan Documents. Secured Party is currently seeking regulatory approvals with respect to the transfer of the Surrendered Collateral from Grantors to Secured Party, and, pursuant to Section 4 of the VSCR, as and to the extent requested by Secured Party, Grantors are obligated to cooperate in such process.

Secured Party may, at its option and upon its election, and without further notice or demand, exercise all rights and remedies provided under the GGB Documents, or otherwise available at law or in equity, and Secured Party is expressly reserving all such rights. Nothing contained in this letter shall constitute (i) a waiver or modification of the terms of the GGB Documents or of any of Secured Party's rights or remedies under the GGB Documents; (ii) a waiver by Secured Party of the Specified Events of Default or any other Events of Default under the Loan Documents (whether or not (x) known to Secured Party, (y) described herein, or (z) currently existing or occurring hereafter); (iii) an election of remedies; or (iv) a warranty or representation or agreement that Secured Party will amend or modify the existing terms of the GGB Documents, or that Secured Party will take or forbear from taking any action with respect to the GGB Documents.

No modification of the GGB Documents, and no agreement or understanding of any nature, shall be deemed to have been entered into by or be binding upon Secured Party unless and until Secured Party, Grantors, and GGB have reached agreement on all issues, and such entire agreement shall have been reduced to a written document that expressly states that it modifies the GGB Documents and is fully executed by Secured Party, Grantors and GGB. Oral agreements, emails, memoranda of meetings, summaries of proposed terms, etc., shall have no effect whatsoever and shall not be binding upon Secured Party.

Secured Party hereby expressly reserves all rights and remedies under the GGB Documents, at law or in equity, including, without limitation, the rights and remedies specified hereinabove; and its right to exercise, without further notice or demand, any or all of such rights and remedies at any time hereafter the date of this letter.

PLEASE BE GOVERNED ACCORDINGLY.

Very truly yours,

BILZIN SUMBERG BAENA PRICE & AXELROD LLP

By: Joshua A. Kaplan, P.A., as Partner

By: ______________________
Name: Joshua A. Kaplan
Title: President

cc: Jay M. Sakalo, Esq., Bilzin Sumberg Baena Price & Axelrod LLP (via e-mail)
jsakalo@bilzin.com
R. Graham Phoenix, Esq., Loopstra Nixon LLP (via e-mail)
gphoenix@loonix.com
Ashley Taylor, Stikeman Elliott LLP (via e-mail)
ataylor@stikeman.com
Sanja Sopic, Stikeman Elliott LLP (via e-mail)
ssopic@stikeman.com
Nicholas Avis, Stikeman Elliott LLP (via e-mail)
navis@stikeman.com

ATTENTION TO ANY DEBTOR IN BANKRUPTCY OR ANY DEBTOR WHO HAS RECEIVED A DISCHARGE IN BANKRUPTCY OR WHO MAY HAVE PAID OR SETTLED, OR OTHERWISE NOT BE OBLIGATED UNDER, THE LOAN DOCUMENTS: Please be advised that, anything contained in this above letter to the contrary notwithstanding, in the event that Grantors or GGB have filed for protection under the *Companies' Creditor Arrangement Act*, R.S.C. 1985, c. C-36, as amended, the United States Bankruptcy Code or any similar state or federal law (collectively, "**Insolvency Laws**"), this letter constitutes neither a demand for payment under the Loan Documents nor a notice of personal liability to nor action against any recipient hereof who might have received a discharge of the Loan Documents in accordance with applicable Insolvency Laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code, or other similar Insolvency Law, or who has paid or settled or is otherwise not obligated by law for under the Loan Documents.

TAB F

This is
EXHIBIT "F"
referred to in the affidavit of
RAYMOND C. WHITAKER III
dated August 10, 2020

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

Green Growth Brands Announces Expiration of Forbearance Agreement Related to Spring Oaks Greenhouses, Inc.

COLUMBUS, OH – June 26, 2020 - Green Growth Brands Inc. (CSE: GGB) (OTCQB: GGBXF) ("**GGB**" or the "**Company**") announced today the expiry of the forbearance period ("**Forbearance Period**") pursuant to the terms of the forbearance agreement (the "**Forbearance Agreement**") with Green Ops Group LLC ("**Green Ops**") previously announced on May 20, 2020. The expiration of the Forbearance Period entitles Green Ops to exercise any and all of its rights under the loan documents and applicable law, and GGB is precluded from contesting any such enforcement action under a separate Voluntary Surrender of Collateral in Satisfaction of Debt and Release Agreement among the parties. The Company has also received a letter from legal counsel to Green Ops notifying the Company of the acceleration of all secured obligations of the Company under the Forbearance Agreement and that all guaranteed obligations of the Company owing to Green Ops are immediately due and payable in full. The Company has been notified that Green Ops intends to enforce its righs under such loan documents and applicable law through the seizure of collateral granted by the Company and the Grantors (as defined in the Forbearance Agreement).

About Green Growth Brands Inc.

Green Growth Brands creates remarkable experiences in cannabis. The company's brands include CAMP, The+Source, and 8 Fold. GGB is continuing its cannabis operations throughout the U.S., via dispensaries in Nevada and Massachusetts. Learn more about the vision at GreenGrowthBrands.com.

For investor relations inquiries, please contact:

Randy Whitaker
Chief Executive Officer
Green Growth Brands Inc.
rwhitaker@greengrowthbrands.com
1-800-282-8462

TAB G

This is
EXHIBIT "G"
referred to in the affidavit of
RAYMOND C. WHITAKER III
dated August 10, 2020

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

Green Growth Brands Provides CCAA and Other Updates

COLUMBUS, OH – July 22, 2020 - Green Growth Brands Inc. (CSE: GGB) (OTCQB: GGBXF) ("**GGB**" or the "**Company**") and certain of its direct and indirect wholly owned subsidiaries (collectively, the "**Applicants**") today provided an update on its insolvency proceedings under the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**").

As announced on May 20, 2020, the Applicants filed for insolvency protection under the CCAA and obtained an order from the Ontario Superior Court of Justice (the "**Court**") granting the Applicants protection under the CCAA for an initial 10 day period until May 29, 2020, as extended. On June 2, 2020, the Court granted a motion filed by the Applicants and issued an order (the "**Amended and Restated Order**"): (i) extending the stay period ("**Stay Period**") until August 15, 2020; (ii) increasing the amount of the Court-ordered charge over the Applicants' assets, property and undertakings in connection with the Applicants' debtor-in-possession financing agreement with All Js Greenspace LLC ("**All Js**") (the "**DIP Agreement**"); (iii) approving the implementation of a sale and investment solicitation process (the "**SISP**"); and (iv) approving a stalking-horse agreement (the "**Stalking Horse Agreement**") among the Company, All Js and Capital Transfer Agency in its capacity as the debentureholder trustee of the Company's (A) US$45,500,000 aggregate principal amount of 15.00% secured convertible debentures that matured May 17, 2020 and (B) US$23,717,000 aggregate principal amount of 5.00% secured convertible debentures maturing in 2024 (All Js and Capital Transfer Agency in such capacities are collectively referred to as the "**Secured Credit Bidders**") pursuant to which the Secured Credit Bidders would act as stalking-horse bidders under the SISP.

Under the SISP, the deadline for delivery of initial non-binding letters of interest ("**Phase I**") expired on July 6, 2020. Ernst & Young Inc., the Court-appointed monitor ("**Monitor**") of the Applicants, has determined that there is no reasonable prospect of a Qualified Non-Binding LOI resulting in a Superior Offer (as defined in the SISP). As such and in accordance with the terms of the SISP, the Monitor has informed the Applicants, All Js and the Phase I bidders of its determination, and recommended that the SISP be terminated. The Applicants intend to file a motion for the approval of the Stalking Horse Agreement, an amendment and extension of the DIP Agreement and an extension of the Stay Period.

A copy of the SISP, Amended and Restated Order and other Court materials and information related to the Applicants' CCAA proceedings, all as may be updated or amended from time to time, are available on the website maintained by the Monitor at www.ey.com/ca/ggbi.The Applicants intend to provide further updates on the CCAA proceedings when there are significant developments.

CBD Recieversship Update

The Company also announced that, in connection with the previously announced receivership for its CBD division (the "**CBD Receivership**"), the court-appointed receiver closed, on July 16, 2020, a transaction (the "**Transaction**") with The BRN Group Inc. ("**BRN**") for certain assets related to the since-suspended CBD division. The Transaction will provide BRN with access to, among other things, the CBD division's mall-based kiosk locations, related inventory therein, and intellectual property related to the Seventh Sense and Green Lily product lines. Details regarding the transaction are available via the Franklin County Court of Common Pleas online docket, available at https://fcdcfcjs.co.franklin.oh.us/CaseInformationOnline/, in Case No. 20-CV-002207 and on SEDAR.

About Green Growth Brands Inc.

Green Growth Brands maintains licenses for cannabis operations in Nevada, Massachusetts, and Florida. Its brands include CAMP, The+Source and 8Fold . Learn more about the vision at GreenGrowthBrands.com.

Cautionary Statements

Forward Looking Information

Certain information in this news release constitutes forward-looking statements under applicable securities law. Any statements that are contained in this news release that are not statements of historical fact may be deemed to be forward-looking statements. Forward-looking statements are often identified by terms such as “may”, “should”, “anticipate”, “expect”, “intend”, “forecast” and similar expressions. Forward-looking statements necessarily involve known and unknown risks, including, without limitation, risks associated with general economic conditions; adverse industry events; marketing costs; loss of markets; future legislative and regulatory developments involving medical and recreational marijuana; inability to access sufficient capital from internal and external sources, and/or inability to access sufficient capital on favorable terms; the marijuana industry in the United States, income tax and regulatory matters; the ability of the Company to implement its business strategies; competition; currency and interest rate fluctuations and other risks, including those factors described under the heading “Risks Factors” in (i) the Company’s Annual Information Form dated November 26, 2018 which is available on the Company’s issuer profile on SEDAR and (ii) the Company’s Short Form Prospectus dated August 15, 2019.

Readers are cautioned that the foregoing list is not exhaustive. Readers are further cautioned not to place undue reliance on forward-looking statements as there can be no assurance that the plans, intentions or expectations upon which they are placed will occur. Such information, although considered reasonable by management at the time of preparation, may prove to be incorrect and actual results may differ materially from those anticipated. The forward-looking statements contained in this release, including the successful filing of a motion to approve the Stalking Horse Agreement, an amendment and extension of the DIP Agreement, an extension of the Stay Period, the realization of the expected benefits of the Settlement and the Transaction, are made as of the date hereof and the Company is not obligated to update or revise any forward-looking information, whether as a result of new information, future events or otherwise, except as required by applicable securities laws. Forward-looking statements contained in this news release are expressly qualified by this cautionary statement.

US Securities Law Disclaimer

This announcement does not constitute an offer, invitation or recommendation to subscribe for or purchase any securities and neither this announcement nor anything contained in it shall form the basis of any contract or commitment. In particular, this announcement does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States, or in any other jurisdiction in which such an offer would be illegal.

The securities referred to herein have not been and will not be registered under the Securities Act of 1933, as amended (the "**Securities Act**") or under the securities laws of any state or other jurisdiction of the United States and may not be offered or sold, directly or indirectly, within the United States, unless the securities have been registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available.

For investor relations inquiries, please contact:

Randy Whitaker
Chief Executive Officer
Green Growth Brands Inc.
rwhitaker@greengrowthbrands.com

TAB H

This is
EXHIBIT "H"
referred to in the affidavit of
RAYMOND C. WHITAKER III
dated August 10, 2020

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

Execution Copy

AMENDED AND RESTATED ACQUISITION AGREEMENT

Made as of August 10, 2020

among

GREEN GROWTH BRANDS INC.,

and

ALL JS GREENSPACE LLC

and

CAPITAL TRANSFER AGENCY ULC

TABLE OF CONTENTS

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Execution Copy

AMENDED AND RESTATED ACQUISITION AGREEMENT

This Amended and Restated Acquisition Agreement (the "**Agreement**") is made as of August 10, 2020, between

GREEN GROWTH BRANDS INC.
(the "**Seller**")

and

ALL JS GREENSPACE LLC
("**All Js**")

and

CAPITAL TRANSFER AGENCY ULC

(the "**Debenture Trustee"** and together with All Js, the "**Purchaser"**)

RECITALS

A. On May 20, 2020, the Seller applied to the Ontario Superior Court of Justice (Commercial List) (the "**Court**") for an order (as amended and restated, the "**Initial Order**") granting it protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**" and the proceedings commenced thereby, the "**CCAA Proceedings**") and appointing Ernst & Young Inc. as the Seller's monitor (in such capacity, the "**Monitor**"), and such Initial Order was granted by the Court.

B. Pursuant to a further order within the CCAA Proceedings dated June 2, 2020 (the "**SISP Order**") the Court approved, among other things, sale and investment solicitation procedures in connection with the sale of the Purchased Assets (as defined below), being all or substantially all of the assets of the Seller (the "**SISP**"). The SISP Order and the SISP exclusively govern the process for soliciting and selecting bids for such sale or investment;

C. Prior to the commencement of the CCAA Proceedings, the Seller and the Purchaser entered into an Acquisition Agreement dated May 19, 2020 (the "**Original Agreement**") to provide for the terms and conditions upon which the Purchaser as "stalking horse purchaser" would purchase the Purchased Assets and assume the Assumed Liabilities (as defined below) from the Seller pursuant to and in accordance with the terms of the SISP upon the terms and conditions set forth in the Original Agreement;

D. The Purchaser and the Seller have agreed to enter into this Agreement to amend and restate the Original Agreement;

E. The transactions contemplated by this Agreement are subject to the approval of the Court and will be consummated only pursuant to the Approval and Vesting Order to be entered in the CCAA Proceedings; and

F. Upon Closing, the Purchaser and Debenture Trustee (as defined herein) will direct title to the Purchased Assets to be acquired under this Agreement to an entity or entities to be incorporated ("**Acquireco**") and Acquireco shall assume the Assumed Liabilities.

FOR VALUE RECEIVED, the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.1 Definitions

(1) "**Acquireco**" has the meaning set forth in the preamble to this Agreement.

(2) "**Action**" means any claim, litigation, action, suit, charge, arbitration or other legal, administrative or judicial proceeding.

(3) "**Administration Amounts**" has the meaning set forth in Section 2.2(1)(a).

(4) "**Affiliate**" means, as to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, or is under common Control with, or is Controlled by, such Person.

(5) "**Agreement**" means this Amended and Restated Acquisition Agreement, including the recitals, and all Schedules attached hereto (as amended and supplemented in accordance with Section 8.2) and all amendments hereto made in accordance with Section 8.5.

(6) "**All Js**" has the meaning set forth in the preamble to this Agreement.

(7) "**Ancillary Agreements**" means, in each case in a form reasonably acceptable to the Seller and the Purchaser: (i) share transfer and assignment for the assignment and conveyance of the Purchased Assets from the Seller to the Purchaser; and (ii) an assignment and assumption agreement for the assignment and assumption of the Assumed Liabilities from the Seller to and by the Purchaser.

(8) "**Approval and Vesting Order**" has the meaning set forth in Section 4.1(2).

(9) "**Assumed Liabilities**" has the meaning set forth in Section 2.2.

(10) "**Backstop Debenture Indenture**" means the Convertible Debenture Indenture dated October 18, 2019 between the Seller and the Debenture Trustee, as amended by the Supplemental Indenture dated March 6, 2020.

(11) "**Backstop Debentures**" means the convertible secured debentures issued to *inter alios* All Js pursuant to the Backstop Debenture Indenture.

(12) “**Bankruptcy Law**” means the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and the other applicable insolvency Laws.

(13) “**Books and Records**” means, except as relates to the Excluded Subsidiaries (or any one of them), all accounting records, all other information in any form relating to the Business or Purchased Shares and Debt, including sales and purchase records, lists of suppliers and customers, lists of potential customers, credit and pricing information, Tax records, business reports, plans and projections, production reports and records, inventory reports and records, business, engineering and consulting reports, marketing and advertising materials, research and development reports and records, maps, all plans, surveys, specifications, and as built drawings, including all such electrical, mechanical and structural drawings related thereto, environmental reports, soil and substratum studies, inspection records, financial records, and all other records, books, documents and data bases recorded or stored by means of any device, including in electronic form, relating to the Business and the Purchased Shares and Debt that are owned by the Seller provided however that the term “Books and Records” shall not include any of the foregoing items that do not relate to the Purchased Shares and Debt or the GGB Acquired Entities.

(14) “**Business**” means the cannabis production, distribution, and sales activities carried on by the GGB Acquired Entities, and all operations, maintenance and other activity related thereto.

(15) “**Business Day**” means a day on which the banks are open for business (Saturdays, Sundays, statutory and civic holidays excluded) in Toronto, Ontario, Canada.

(16) “**Business Information**” means, except as relates to the Excluded Subsidiaries (or any one of them), all books, records, files, catalogues, data, information, agreements, operating records, operating, safety and maintenance manuals, engineering and design plans, blueprints and as-built plans, specifications, drawings, reports, procedures, facility compliance plans, test records and results, other records and filings made with regulatory agencies regarding operations of the Business, environmental procedures and similar records, correspondence with present or prospective, customers and suppliers, advertising materials, software programs, documentation and sales literature owned by the Seller that are used or held for use in connection with the Business, including information, policies and procedures, manuals and materials and procurement documentation used in the Business and information received pursuant to the SISP, provided however that the term “**Business Information**” shall not include any of the foregoing items that are not the Property of the Seller.

(17) “**Cannabis Licenses**” means the cannabis licenses set out in Schedule 1.1(17).

(18) “**Claim**” means any indebtedness, liability or obligation of any kind that would be a claim provable within the meaning of Section 2 of the *Bankruptcy and Insolvency Act* (Canada).

(19) “**Closing**” has the meaning set forth in Section 6.1.

(20) “**Closing Date**” has the meaning set forth in Section 6.1.

(21) “**Contract**” means any legally binding contract, agreement, obligation, license, undertaking, instrument, lease, ground lease, commitment or other arrangement, whether written or oral.

(22) "**Control**", including, with its correlative meanings, "Controlled by" and "under common Control with", means, in connection with a given Person, the possession, directly or indirectly, of the power to either (i) elect more than 50% of the directors of such Person; or (ii) direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, Contract or otherwise.

(23) "**Court**" has the meaning set forth in the recitals to this Agreement.

(24) "**CRA**" means the Canada Revenue Agency.

(25) "**Credit Bid Amount**" means the Secured Claims Amount calculated as of Closing, all of which are being credit bid by the Purchaser.

(26) "**Credit Documents**" means, collectively:

(a) the DIP Facility;

(b) the May Debentures;

(c) the Backstop Debentures;

(d) the Debenture Security Documents; and

(e) the secured promissory note in the principal amount of US$400,000 issued by the Seller in favour of All Js, dated May 4, 2020; and

(f) the secured promissory note in the principal amount of US$400,000 issued by the Seller in favour of All Js, dated May 12, 2020.

(27) "**Debenture Security Documents**" means:

(a) the General Security Agreement dated June 6, 2019, entered into between the Seller and the Debenture Trustee in connection with the May Debentures; and

(b) the General Security Agreement dated on or about November 13, 2019, entered into between the Seller and the Debenture Trustee in connection with the Backstop Debentures.

(28) "**Debenture Trustee**" means Capital Transfer Agency ULC in its capacity as Debenture Trustee under the May Debenture Indenture and Backstop Debenture Indenture.

(29) "**Designated Contracts**" has the meaning given to it in Section 4.12.

(30) "**DIP Facility**" means that certain debtor-in-possession secured financing facility in favour of the Seller and its subsidiaries in the amount of $7.2 million dated on or about May 19, 2020.

(31) "**Excluded Subsidiaries**" means Green Growth Brands LLC (together with its subsidiaries), Green Growth Brands Realty Ltd. and the Florida Subsidiaries.

(32) “**Florida Subsidiaries**” means GGB Florida LLC together with its subsidiaries.

(33) “**GGB Acquired Entities**” means the Seller’s direct subsidiaries, including GGB Canada and Xanthic Biopharma Limited but excluding the Excluded Subsidiaries.

(34) “**GGB Canada**” means GGB Canada Inc.

(35) “**Government Entity**” means any Canadian, foreign, domestic, federal, territorial, provincial, state, municipal or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, bureau, board, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing having jurisdiction.

(36) “**GST/HST**” means goods and services tax, including harmonized sales tax, interest, penalties and fines payable under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder.

(37) “**Incidental Acquired Assets**” means the Books and Records, the Business Information, the Designated Contracts and any intellectual property of the Seller (other than any intellectual property of an Excluded Subsidiary) of any nature and kind including all domestic and foreign trade-marks, business names, trade names, domain names, trading styles, patents, trade secrets, confidential information, software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations and chemistries, processes and processing methods, technology and techniques and know-how, including the name “**Green Growth Brands**”.

(38) “**Initial Order**” has the meaning set forth in the recitals to this Agreement.

(39) “**Intellectual Property**” means the intellectual property of the GGB Acquired Entities to be set out in Schedule 1.1(39) in accordance with the terms hereof.

(40) “**Law**” means any foreign, domestic, federal, territorial, state, provincial, local, regional or municipal statute, law, common law, ordinance, rule, bylaw, regulation, Order, writ, injunction, directive, judgment, decree, code, policy standard, criteria, condition or guideline having the force of law.

(41) “**Leases**” means the leases of the GGB Acquired Entities set out in Schedule 1.1(41).

(42) “**Liabilities**” means any and all debts, liabilities, obligations and claims, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Law or Action and those arising under any Contract or otherwise, including any Tax liability.

(43) “**Lien**” means any lien, mortgage, deed of trust, judgment lien, pledge or security interest, hypothec (including legal hypothecs), encumbrance, floating charge, mechanic’s lien, builder’s lien, materialmen’s lien, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, real property license, other real property rights in favor of Third Parties, charge, prior claim, Lease, statutory or deemed trust or conditional sale arrangement,

including the Administration Charge and the Interim Financing Charge (each as defined in the Initial Order).

(44) "**Litigation**" means the material litigation of the GGB Acquired Entities to be set out in Schedule 1.1(44) in accordance with the term hereof.

(45) "**Material Contracts**" means the material contracts of the GGB Acquired Entities to be set out in Schedule 1.1(45) in accordance with the terms hereof.

(46) "**May Debenture Indenture**" means that certain Convertible Debenture Indenture dated May 17, 2019 between the Seller and the Debenture Trustee.

(47) "**May Debentures**" means the convertible secured debentures issued to *inter alios* All Js pursuant to the May Debenture Indenture.

(48) "**Monitor**" has the meaning set forth in the preamble to this Agreement.

(49) "**Monitor's Certificate**" means a certificate signed by the Monitor and confirming that (i) the Purchaser has satisfied the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets; and (ii) the conditions to be complied with at or prior to the Closing as set out in Article 5 have been satisfied or waived by the Seller or the Purchaser, or both, as applicable.

(50) "**Order**" means any order, injunction, judgment, decree, direction, instructions, ruling, writ, assessment, arbitration award or penalties or sanctions issued, filed or imposed by any Government Entity.

(51) "**Ordinary Course**" means the ordinary course of the Business consistent with past practice, as such practice is, may have been or may be modified as a result of the CCAA Proceedings and the COVID-19 pandemic and corresponding "states of emergency" and similar Orders from local, state and/or federal Governmental Entities in the jurisdictions in which the Business is conducted or the assets, properties and undertaking of the GGB Acquired Entities are located.

(52) "**Parties**" has the meaning set forth in the recitals to this Agreement.

(53) "**Permitted Encumbrances**" means (i) statutory Liens for Taxes or governmental assessments, charges or claims the payment of which is not yet due, or for Taxes which are being contested in good faith by appropriate proceedings; (ii) any other Liens set forth in Schedule 1.1(53).

(54) "**Person**" means an individual, a partnership, a corporation, an association, a limited or unlimited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or other legal entity or Government Entity.

(55) "**Phase II Bid Deadline**" means August 6, 2020.

(56) "**Priority Claims**" means all Claims which, in accordance with applicable Laws, rank in priority to the obligations of the Seller vis-à-vis the Purchaser pursuant to the Credit Documents

and all other agreements and documents executed as security for the payment and performance of the former's indebtedness thereunder, including any and all claims secured by charges ordered by the Court in the as part of the Initial Order.

(57) "**Property**" means any interest in any kind of property or asset, whether real (including chattels real), personal or mixed, movable or immovable, tangible or intangible.

(58) "**Purchase**" means the purchase of the Purchased Assets by the Purchaser from the Seller as described in this Agreement.

(59) "**Purchased Assets**" has the meaning set forth in Section 2.1.

(60) "**Purchase Price**" has the meaning set forth in Section 2.4.

(61) "**Purchased Shares and Debt**" has the meaning set forth in Section 2.1.

(62) "**Purchaser**" has the meaning set forth in the preamble to this Agreement.

(63) "**Real Property**" means the owned and leased real property of the GGB Acquired Entities to be set out in Schedule 1.1(63) in accordance with the terms hereof.

(64) "**Sale Hearing**" has the meaning set forth in Section 4.1(2).

(65) "**Secured Claims Amount**" means the aggregate amount owing (whether for principal, interest, fees, recoverable costs, indemnity and reimbursement obligations or otherwise) by the Seller pursuant to the Credit Documents and all other agreements and documents executed as security for the payment and performance of the Seller's indebtedness thereunder, as well as pursuant to all advances made by the Purchaser to the Seller which are secured by the DIP Lenders' Charge (as defined in the Initial Order), plus interest, fees, recoverable costs and other amounts owing to the lenders on a secured basis which accrue but are not paid prior to Closing.

(66) "**Securities Commissions**" means, collectively, the securities commissions or similar securities regulatory authorities of all of the Provinces of Canada.

(67) "**Securities Laws**" means all securities Laws applicable to either the Seller or the Purchaser or their parent companies, as applicable.

(68) "**Seller**" has the meaning set forth in the preamble to this Agreement.

(69) "**SISP**" has the meaning set forth in the recitals to this Agreement.

(70) "**SISP Order**" has the meaning set forth in the recitals to this Agreement.

(71) "**Spring Oaks Notes**" means:

(a) the Convertible Secured Note dated July 31, 2019 issued by the Seller to Stanley W. Harris in the principal amount of $5,800,000, now held by Green Ops Group LLC;

(b) the Convertible Secured Note dated July 31, 2019 issued by the Seller in favour of Stanley W. Harris in the principal amount of $11,400,000, now held by Green Ops Group LLC; and

(c) the Secured Promissory Note dated April 29, 2020, issued by the Seller, GGB Florida LLC, and Spring Oaks Greenhouses, Inc. in favour of Stanley W. Harris in the original principal amount of up to $1,000,000, now held by Green Ops Group LLC.

(72) "**Successful Bid**" has the meaning set forth in the SISP.

(73) "**Tax**" means any domestic or foreign federal, state, local, provincial, territorial or municipal taxes or other impositions by any Government Entity, including Transfer Taxes and the following taxes and impositions: net income, gross income, capital, value added, goods and services, capital gains, alternative, net worth, harmonized sales, gross receipts, sales, use, ad valorem, business rates, transfer, franchise, profits, business, environmental, real or immovable property, municipal, school, Canada Pension Plan, withholding, workers' compensation levies, payroll, employment, unemployment, employer health, occupation, social security, excise, stamp, customs, and all other taxes, fees, duties, assessments, deductions, contributions, withholdings or charges of the same or of a similar nature, however denominated, together with any interest and penalties, fines, additions to tax or additional amounts imposed or assessed with respect thereto.

(74) "**Tax Act**" means the *Income Tax Act* (Canada) and the regulations promulgated thereunder.

(75) "**Tax Authority**" means any local, municipal, governmental, state, provincial, territorial, federal, including any Canadian or other fiscal, customs or excise authority, body or officials anywhere in the world with responsibility for, and competent to impose, collect or administer, any form of Tax.

(76) "**Tax Returns**" means all returns, reports (including elections, declarations, disclosures, statements, schedules, estimates and information returns) and other information filed or required to be filed with any Tax Authority relating to Taxes.

(77) "**Third Party**" means any Person that is neither a Party nor an Affiliate of a Party.

(78) "**Transaction Documents**" means this Agreement, the Ancillary Agreements and all other ancillary agreements to be entered into, or documentation delivered by, any Party pursuant to this Agreement.

(79) "**Transfer Taxes**" means all goods and services, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated, in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the transactions provided for herein, regardless of whether the Government Entity seeks to collect the Transfer Tax from the Seller or the Purchaser, including GST/HST, but excluding for greater certainty, any Taxes computed by reference, or in connection with, income, profit or gain of the Seller.

Section 1.2 Rules of Interpretation

In this Agreement:

(a) Currency – Unless otherwise specified, all dollar amounts in this Agreement, including the symbol “$”, refer to the currency of the United States.

(b) Headings, etc. – The division of this Agreement into Articles, Sections and other subdivisions and the inclusion of headings are provided for convenience only and do not affect the construction or interpretation of this Agreement.

(c) Extended Meanings – Words importing the singular include the plural and vice versa, words importing gender include all genders.

(d) Time – Time is of the essence of this Agreement, and no extension or variation of this Agreement will operate as a waiver of this provision.

(e) Schedules – The following are the Schedules to this Agreement, as applicable when provided in accordance with Section 4.11:

Schedule 1.1(17) – Cannabis Licenses

Schedule 1.1(39) – Intellectual Property

Schedule 1.1(41) – Leases

Schedule 1.1(44) – Litigation

Schedule 1.1(45) – Material Contracts

Schedule 1.1(53) – Permitted Encumbrances

Schedule 1.1(63) – Real Property

Schedule 2.1 – Purchased Shares and Debt

Schedule 2.5 – Allocation of Purchase Price

Schedule 3.2(c) – GGB Acquired Entity

ARTICLE 2 – PURCHASE AND SALE OF ASSETS

Section 2.1 Purchase and Sale of the Purchased Assets

Subject to the terms and conditions of this Agreement, on the Closing Date, the Seller shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase and assume from the Seller, all of the right, title and interest of the Seller to the Purchased Shares and Debt set out in Schedule 2.1 (collectively, the “**Purchased Shares and Debt**”) as well as the Incidental Acquired Assets (collectively with the Purchased Shares and Debt, the “**Purchased Assets**”) and the cash described in Section 2.2.

Section 2.2 Paid and Assumed Liabilities

(1) At Closing, each GGB Acquired Entity shall not transfer or distribute its cash and for greater certainty shall retain such cash in its bank account at such time (other than ordinary

course payments) and, subject to the remainder of this Section 2.2(1), the Seller shall not transfer or distribute its cash and shall pay any such cash to the Purchaser as a Purchased Asset,

(a) less the amount of any reasonable documented professional fees (the "**Administration Amounts**") that are directly secured by the administration charge granted by the Initial Order (as amended) that are not previously paid or cash collateralized on or before Closing and which shall be paid by the Purchaser,

(b) less the amount of any proven claims against directors or officers of the Seller that are directly secured by the D&O charge granted by the Initial Order (as amended) that are not previously paid or cash collateralized on or before, and

(c) less an amount not to exceed $25,000 for purposes of winding up the Seller.

(2) On the terms and subject to the conditions set forth in this Agreement, at Closing, in the event that the Seller has insufficient cash to pay such amounts (in which case no amount will be payable by the Seller to the Purchaser pursuant to Section 2.2(1)), the Purchaser shall pay any outstanding Administration Amounts as well as the balance of any amount described by Section 2.2(1)(c).

(3) On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall assume and become responsible for, and perform, discharge and pay when due, Liabilities (the "**Assumed Liabilities**") in respect of:

(a) the Amended and Restated Promissory Note (the "**GAOC Note**") dated November 15, 2019 issued by the Seller to GA Opportunities Corp. in the principal amount of C$39,000,000 or terms to be agreed with the holder of the GAOC Note;

(b) the Debenture Security Documents;

(c) any proven Priority Claim amount at Closing that is not paid or cash collateralized on or before Closing including under the directors' and officers' charge granted by the Initial Order (as amended) to a maximum of $50,000; and

(d) Designated Contracts.

Section 2.3 All Other Liabilities Excluded

Except for the Assumed Liabilities, the Purchaser shall not assume, perform, discharge, pay or be responsible for any of the Liabilities of the Seller, whether present or future, known or unknown, absolute or contingent including without limitation, pre-filing unsecured financial indebtedness or any other claim or obligation that is not expressly assumed and listed in as an Assumed Liability.

Section 2.4 Purchase Price

The purchase price payable to the Seller by the Purchaser for the Purchased Assets (the "**Purchase Price**") shall be the total of: (i) the Credit Bid Amount; (ii) the Administration

Amounts and (iii) the dollar amount of the Assumed Liabilities (excluding, for greater certainty, Administration Amounts).

Section 2.5 Allocation of Purchase Price

The Purchase Price will be allocated among the Purchased Assets prior to Closing in accordance with Schedule 2.5. The Seller and the Purchaser shall prepare and file their respective Tax Returns and financial documents in a manner consistent with such Schedule 2.5. The parties will agree on the allocation to be set out in Schedule 2.5 at least five (5) days prior to the Closing Date**;** provided that it is the principle of such allocation is that the vast majority of the value of the Purchased Assets is attributable to and the corresponding allocation shall be to the equity or debt of GGB Canada.

Section 2.6 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price at the Closing Date as follows:

(a) by releasing the Seller from all of its obligations, indebtedness and liabilities pursuant to the Credit Documents and all other agreements and documents executed as security for the payment and performance of the latter's indebtedness thereunder, up to the Credit Bid Amount;

(b) by paying the Administration Amounts in accordance with Section 2.2; and

(c) by assuming, paying, performing and discharging, when due, as applicable, the Assumed Liabilities.

Section 2.7 Transfer Taxes and Income Tax

(1) The Parties agree that the Purchase Price is exclusive of any applicable Transfer Taxes. Subject to Section 4.6 the Purchaser shall promptly pay directly to the appropriate Tax Authority, or to the Seller, as applicable, all applicable Transfer Taxes that are properly payable by the Purchaser or the Seller under applicable Law in connection with this Agreement and the transactions contemplated herein and the other Transaction Documents and the transactions contemplated therein. The Purchaser shall indemnify and save harmless the Seller from and against any Transfer Taxes that may be imposed on, claimed from or demanded of the Seller.

(2) If the Purchaser wishes to claim any exemption relating to, or a reduced rate of, Transfer Taxes, in connection with this Agreement or the transactions contemplated herein or the other Transaction Documents and the transactions contemplated therein, the Purchaser shall be solely responsible for ensuring that such exemption or election applies and, in that regard, shall provide the Seller prior to Closing with its permit number, GST/HST number, or other similar registration numbers and/or any appropriate certificate of exemption, election and/or other document or evidence to support the claimed entitlement to such exemption or reduced rate by the Purchaser. The Seller shall make commercially reasonable efforts to cooperate to the extent necessary to obtain any such exemption or reduced rate.

(3) The Purchaser and the Seller agree to treat all payments made either to or for the benefit of the other Party under this Agreement as adjustments to the Purchase Price for Tax purposes

and that such treatment shall govern for purposes hereof to the extent permitted under applicable Tax Law.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Seller as follows and acknowledges that the Seller is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

(a) the Purchaser is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. The Purchaser has the requisite corporate power and authority to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party;

(b) the execution and delivery of, and performance by the Purchaser of this Agreement and the Purchase have been duly authorized by all necessary corporate action on behalf of the Purchaser;

(c) the execution and delivery of, and performance by the Purchaser of this Agreement and the Purchase have been duly authorized by all necessary approvals under the Credit Documents;

(d) the execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations under this Agreement will not result in the breach or violation of any terms or conditions of: (i) the constating documents or by-laws of the Purchaser; or (ii) any applicable Law, regulation or Order;

(e) the Purchaser has now, and at all times from the date hereof through and after the Closing Date, will have, sufficient funds available to satisfy the Purchase Price and all other amounts payable under the Transaction Documents and to otherwise consummate the transactions contemplated hereby and thereby, and to pay all fees and expenses related thereto and to perform all obligations when due under the Assumed Liabilities. The Purchaser acknowledges that its obligations under this Agreement and the other Transaction Documents are not subject to any conditions regarding its ability to obtain financing for any portion of the foregoing amounts;

(f) no broker, finder or investment banker is entitled to any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of the Purchaser;

(g) except for the entry of the Approval and Vesting Order, to the best of the Purchaser's knowledge, no notice, filing, authorization, approval, Order or consent is required to be given, filed or obtained by the Purchaser to or from any Government Entity or Third Party in connection with the execution, delivery and performance by the Purchaser of this Agreement or the transactions contemplated hereby; and

(h) the Purchaser is or will be registered for the purposes of the Tax imposed under Part IX of the *Excise Tax Act* (Canada) and shall provide to the Seller its registration number no later than 10 days prior to Closing.

Section 3.2 Representations and Warranties of the Seller

The Seller represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

(a) subject to obtaining the Initial Order, the SISP Order and the Approval and Vesting Order, the Seller has good and sufficient power, authority and right to enter into and deliver this Agreement and complete the transactions contemplated hereunder;

(b) this Agreement has been duly and validly executed and delivered by the Seller and, subject to obtaining the Approval and Vesting Order, constitutes legal, valid and obligations of the Seller, enforceable against it in accordance with its terms;

(c) the authorized and all issued and outstanding equity of GGB Canada and each GGB Acquired Entity is set out on Schedule 3.2(c). All such equity has been duly issued in accordance with Law. The applicable Persons listed on such Schedule as the owner thereof, legally and beneficially own and control the issued and outstanding equity in the applicable GGB Acquired Entity with good and marketable title free and clear of any encumbrances, adverse claims or claims of others. No shares or other securities of any such entities have been issued in violation of any Law, the articles of incorporation, by-laws or other applicable constating documents or the terms of any shareholders' agreement or any agreement to which such entity is a party or by which it is bound. There are no outstanding options, warrants, rights, securities, debentures, loans or notes convertible or exchangeable for any shares or other securities of any such entity. Other than the GGB Acquired Entities and the Excluded Subsidiaries, GGB Canada has no subsidiaries and does not own, directly or indirectly, any shares or other equity securities of any corporation nor does it have any equity or ownership interest in any business or Person;

(d) each GGB Acquired Entity is duly organized and validly existing under the Laws of the jurisdiction in which it is organized, and has the corporate power and capacity to own or lease its property and to carry on its business as now carried on in each jurisdiction in which it owns or leases property or carries on business;

(e) The Seller is not a "non-resident" of Canada for purposes of the Tax Act;

Section 3.3 No Other Representations or Warranties

(1) Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges and agrees that none of the Seller or any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Seller in Section 3.2, or with respect to any other information provided to the Purchaser in connection with the transactions contemplated hereby, including as to the probable success or profitability of the ownership, use or operation of the Business, title to the Purchased Assets, the Assumed Liabilities, or as to the accuracy or completeness of any information regarding any of the foregoing that any Seller, or any other Person, furnished or made available to the Purchaser or its representatives. The Purchaser further represents that none of the Seller or any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and none of the Seller or any other Person will have or be subject to liability to the Purchaser or any other Person resulting from the distribution to the Purchaser or its representatives or the Purchaser's use of any such information, in connection with the sale of the Business. The Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and the Purchased Assets and, in making the determination to proceed with the transactions contemplated by this Agreement, the Purchaser has relied solely on the results of its own independent investigation.

(2) The Purchaser acknowledges and agrees that, in determining whether to enter into this Agreement, Purchaser (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets, the Business and the Assumed Liabilities prior to the execution of this Agreement and that the obligations of the Purchaser are not conditional upon any additional due diligence; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets to be acquired and obligations and Liabilities to be assumed in entering into this Agreement; and (iii), except for the representations and warranties set out in Section 3.2 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) from or by the Seller, the Monitor or any partner, employee, officer, director, accountant, agent, financial, legal or other representative of any of the Seller or the Monitor regarding the Purchased Assets to be acquired or the Assumed Liabilities or the completeness of any information provided in connection therewith, except as expressly stated herein.

(3) The Purchaser acknowledges and agrees that the enforceability of this Agreement against the Seller is subject to entry of the Approval and Vesting Order.

Section 3.4 "As Is, Where Is"

Subject to Section 3.2 of this Agreement, the Purchaser acknowledges that (i) it is purchasing the Purchased Assets on an "as is, where is" and "without recourse" basis and on the basis that the Seller has not guaranteed and will not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters and (ii) it has inspected the Purchased Assets and will accept the same on the Closing Date, in their then current state, condition and location. Except as otherwise expressly provided in this Agreement, no representation, warranty or condition whether statutory (including under the *Sale of Goods Act*

(Ontario), the *International Sale of Goods Contracts Convention Act* (Canada) or any international equivalent act which may be applicable to the subject matter pursuant to the provisions of this Agreement, including, without limitation, the Uniform Commercial Code as enacted in any State or the United Nations Convention on Contracts for the International Sale of Goods), expressed or implied, oral or written, legal, equitable, conventional, collateral or otherwise is or will be given by the Seller as to title, outstanding liens, description, fitness or purpose, merchantability, quantity, condition, quality, suitability, durability, assignability, or marketability therefor or any other matter or thing whatsoever, and all of the same are expressly excluded. The Purchaser acknowledges and agrees that it has inspected the Purchased Assets and has relied on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets pursuant to this Agreement. The description of the Purchased Assets contained herein is for the purpose of identification only. No representation, warranty or condition has or will be given by the Seller concerning completeness or accuracy of such description.

ARTICLE 4 - COVENANTS AND OTHER AGREEMENTS

Section 4.1 Approval and Vesting Order

(1) The Seller and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to the approval of the Court.

(2) Subject to the SISP and any approval of a Successful Bid in an Approval Motion, as defined in and pursuant to the SISP, the Seller shall use its commercially reasonable efforts to have the Court, upon a hearing to be held on a date specified by the Court (the "**Sale Hearing**"), which shall take place within 10 days following the Phase II Bid Deadline, an order in form and in substance acceptable to the Purchaser, acting reasonably, approving the sale of the Purchased Assets to the Purchaser or its designee pursuant to this Agreement and vesting in and to the Purchaser or its designee the Purchased Assets free and clear of all Liens and Claims (other than Permitted Encumbrances) (the "**Approval and Vesting Order**").

(3) The Purchaser, at its own expense, will promptly provide to the Seller all such information within its possession or under its control as the Seller may reasonably require to obtain the Approval and Vesting Order. The Purchaser and the Seller will cooperate in obtaining entry of the Approval and Vesting Order.

Section 4.2 Cooperation

(1) Prior to the Closing, upon the terms and subject to the conditions of this Agreement and subject to Section 6.6 hereof, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement as soon as practicable, including the preparation and filing of all forms, registrations and notices required to be filed to consummate the Closing, making witnesses available in the Court or by declaration, as necessary, in obtaining the entry of the Approval and Vesting Order and, in the case of the Seller, furnishing such due diligence materials in relation to Section 5.3(a) as the Purchaser reasonably requests.

(2) The Seller and the Purchaser shall promptly notify the other of the occurrence, to such Party's knowledge, of any event or condition that would reasonably be expected to result in (i) any of the conditions set forth in Article 5 not being satisfied; or (ii) any of the representations and warranties in Article 3 not being true and correct.

(3) The Purchaser and the Seller acknowledge and agree that time is of the essence in effecting the Closing and otherwise consummating the transactions contemplated herein, and that it will promptly and timely provide written requests, execute and deliver all required documents and materials and use commercially reasonable efforts to perform all necessary and required actions.

Section 4.3 Pre-closing Access to Information and Premises

(1) Prior to the Closing, the Seller shall (a) give the Purchaser and its authorized representatives, upon advance notice and during regular business hours, access to all books, records, reports, plans, certificates, files, documents and information related to the Purchased Assets and other facilities and properties of the Business; (b) permit the Purchaser to make such copies and inspections thereof, upon advance notice and during regular business hours, as the Purchaser may reasonably request; and (c) provide the Purchaser and Acquireco access to the GGB Acquired Entities' premises for the purposes of (a) and (b) above; provided, however, that any such access shall be conducted in accordance with Law (including any applicable Bankruptcy Law), under the supervision of the Seller's personnel and in such a manner as to maintain confidentiality and not to interfere with the normal operations of the Business of the Seller.

(2) Notwithstanding Section 4.3(1), the Seller shall not be required to disclose any information, records, files or other data to the Purchaser where prohibited by any Laws or which would result in the disclosure of any trade secrets of Third Parties or violate any obligation of the Seller to any Third Party or that would have the effect of causing the waiver of any solicitor-client privilege or subsisting agreement of confidentiality.

Section 4.4 Public Announcements

Prior to the Closing and except as necessary for the Party to make any filing with the Court to obtain approval of the transactions contemplated by this Agreement, no Party shall issue any press release or public announcement concerning this Agreement or the transactions contemplated by this Agreement without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of the Purchaser or the Seller, disclosure is otherwise required by applicable Law (including the Securities Laws), or the Court with respect to filings to be made with the Court in connection with this Agreement or by the Securities Laws of the Securities Commissions or any stock exchange on which the Purchaser lists securities, provided that the Party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law and the Court requirement to consult with the other Party with respect to the text thereof.

Section 4.5 Further Actions

From and after the Closing Date, each of the Parties shall execute and deliver such documents and other papers and take such further actions as may reasonably be required to carry out the provisions of this Agreement and give effect to the transactions contemplated herein, including the execution and delivery of such assignments, deeds and other documents as may be necessary to transfer any Purchased Assets as provided in this Agreement; provided that the Seller shall not be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by the Purchaser unless otherwise specified herein) or the Purchaser in order to obtain any consent to the transfer of Purchased Assets or the assumption of Assumed Liabilities.

Section 4.6 Transaction Expenses

Except as otherwise provided in this Agreement, the SISP, or the Ancillary Agreements, each of the Purchaser and the Seller shall bear its own costs and expenses (including brokerage commissions, finders' fees or similar compensation, and legal fees and expenses) incurred in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

Section 4.7 Certain Payments or Instruments Received from Third Parties

To the extent that, after the Closing Date, the Seller receives any payment that is for the account of the Purchaser according to the terms of this Agreement or relates to the Business, the Seller shall hold such payment in trust for the Purchaser and promptly deliver such amount or instrument to the Purchaser. All amounts due and payable under this Section 4.7 shall be due and payable by the Seller to the Purchaser in the form received, or if payment in such form is not possible, in immediately available funds, by wire transfer to the account designated in writing by the Purchaser. Notwithstanding the foregoing, the Purchaser hereby undertakes to use commercially reasonable efforts to direct or forward all bills, invoices or like instruments to the appropriate party.

Section 4.8 Notification of Certain Matters

The Seller shall give written notice to the Purchaser and the Purchaser shall give written notice to the Seller, as applicable, promptly after becoming aware of (a) the occurrence of any event, which would be likely to cause any condition set forth in Article 5 to be unsatisfied in any material respect at any time from the date hereof to the Closing Date; or (b) any notice or other communication from (i) any Person alleging that the consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement; or (ii) any Government Entity in connection with any of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 4.8 shall not limit or otherwise affect the remedies available hereunder to the Seller or the Purchaser.

Section 4.9 Risk of Loss

Until the Closing, the Purchased Assets will remain at the risk of the Seller. If any material destruction or material damage occurs to the Business or the GGB Acquired Entities on or before the Closing or if any or all of the Purchased Assets or assets of the GGB Acquired Entities are appropriated, expropriated or seized by Government Entity or other lawful authority on or before the Closing, the Seller will give notice thereof to the Purchaser as promptly as practical and the Purchaser will have the option, exercisable by notice to the Seller on or before the Closing to reduce the Purchase Price by an amount equal to the fair market value of the assets materially destroyed damaged, appropriated, expropriated or seized less the proceeds of insurance or compensation actually received by the GGB Acquired Entities with respect thereto, and to complete the purchase or to terminate this Agreement.

Section 4.10 Ordinary Course

(1) The Seller covenants that, from the date hereof until Closing, subject to any limitation imposed by the Approval and Vesting Order, and except: (i) as otherwise contemplated by this Agreement or the CCAA Proceedings, (ii) as consented to in writing by the Purchaser, (iii) as required by applicable Law, (iv) as it relates solely to Excluded Subsidiaries, (v) in the Ordinary Course of business and on an arm's length basis, and (vi) as may be reasonably required in the context of the COVID-19 pandemic and the corresponding "states of emergency" and similar Orders by local, state and Federal Governmental Entities in certain jurisdictions in which the Business is conducted or the assets, properties and undertaking of the GGB Acquired Entities are located, the Seller will:

(a) carry on or maintain the status quo with respect to the Business in the Ordinary Course and consistent with past practice (subject to the Approval and Vesting Order), and use commercially reasonable efforts to maintain, preserve, insure and protect the Business and the assets of the GGB Acquired Entities in the condition in which they existed as of May 19, 2020;

(b) regularly and promptly report and collaborate with the Purchaser on obtaining the Cannabis Licenses, authorizations and/or exemptions contemplated by Section 5.3(i);

(c) not settle any litigation to which any of the GGB Acquired Entities are a party or any of their assets are subject without the Purchaser's consent; and

(d) not take any action or enter into any contract or lease that would be required to be listed in the schedules contemplated by Section 4.11 or materially amend or terminate (or fail to renew) any such contract or lease and not to initiate any actions, applications, complaints, claims, suits or proceedings, judicial or administrative that would be required to be listed in the schedules contemplated by Section 4.11;

Section 4.11 Schedules

The Seller agrees to use commercially reasonable efforts to provide the following schedules to the satisfaction of the Purchaser, acting reasonably, by no later than five (5) days prior to the Closing Date:

(1) Schedule 1.1(38) – Intellectual Property - All intellectual property owned or used by or licensed to the GGB Acquired Entities of any nature and kind including all domestic and foreign trade-marks, business names, trade names, domain names, trading styles, patents, trade secrets, confidential information, software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes,

product formulations and chemistries, processes and processing methods, technology and techniques and know-how, including the name "**Green Growth Brands**".

(2) Schedule 1.1(44) – Litigation - With respect to the GGB Acquired Entities and/or the Business, all material actions, applications, complaints, claims, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of any GGB Acquired Entity or the Seller) by or against or affecting any GGB Acquired Entity in, at law or in equity, or before or by any court or other Government Entity, domestic or foreign.

(3) Schedule 1.1(45) – Material Contracts - All current material contracts entered into by or binding on any of the GGB Acquired Entities.

(4) Schedule 1.1(41) – Leases - All current leases for real property entered into by or binding on any of the GGB Acquired Entities.

(5) Schedule 1.1(51) – Permitted Encumbrances - Liens affecting any of the the GGB Acquired Entities or their assets.

(6) Schedule 1.1(59) – Real Property - All real property owned by any of the GGB Acquired Entities.

Section 4.12 Designated Contracts

The Designated Contracts means any contracts of the Seller (other than any contracts of an Excluded Subsidiary), designated by Purchaser in writing to prior to the Closing Date (the "**Designated Contracts**").

Section 4.13 Access

Acquireco shall preserve and kept all Books and Records and all information relating to the accounting, business, and financial affairs that relate to the Seller for a period of five years after the Acquisition Date (or such longer period as Acquireco and the Seller may agree). During such period, Acquireco shall provide the Seller and the Monitor with reasonable access to any information in its possession or control relating to the Seller as the Seller or the Monitor may reasonably require to meet legal, regulatory, accounting and auditing requirements.

ARTICLE 5 - CONDITIONS OF CLOSING

Section 5.1 Conditions to Each Party's Obligation

The Parties' obligation to effect the Closing is subject to the satisfaction or the express written waiver of the Parties, at or prior to the Closing, of each of the following conditions

(a) there shall be in effect no Law or Order prohibiting the consummation of the transactions contemplated hereby that has not been withdrawn or terminated;

(b) no action or proceeding shall be pending in any jurisdiction, and no Order or notice will have been made, issued or delivered by any Government Entity that would reasonably be expected to prevent or materially restrict the transactions contemplated by this Agreement; and

(c) the Approval and Vesting Order shall have been entered, in form and substance acceptable to the Purchaser and the Seller.

Section 5.2 Conditions to the Seller's Obligation

The Seller's obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Seller), at or prior to the Closing, of each of the following additional conditions:

(a) except for any failure to be true and correct that has not had a material adverse effect on the ability of the Purchaser to consummate the transactions contemplated by this Agreement, each representation and warranty contained in Section 3.1 shall be true and correct (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date. The Seller shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;

(b) the covenants, obligations, and agreements contained in this Agreement to be complied with by the Purchaser on or before the Closing shall have been complied with in all material respects. The Seller shall have received a certificate of Purchaser to such effect signed by a duly authorized officer thereof; and

(c) each of the deliveries required to be made to the Seller pursuant to Article 6 shall have been so delivered.

Section 5.3 Conditions to Purchaser's Obligation

The Purchaser's obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Purchaser), at or prior to the Closing, of each of the following additional conditions:

(a) except for any failure to be true and correct that has not had a material adverse effect on the Business, each representation and warranty contained in Section 3.2 shall be true and correct (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date. The Purchaser shall have received a certificate of the Seller to such effect signed by a duly authorized officer thereof;

(b) the covenants, obligations and agreements contained in this Agreement to be complied with by the Seller on or before the Closing shall have been complied with in all material respects. The Purchaser shall have received a certificate of the Seller to such effect signed by a duly authorized officer thereof;

(c) each of the deliveries required to be made to the Purchaser pursuant to Article 6 shall have been so delivered;

(d) the Seller shall have obtained the Initial Order and SISP Order;

(e) the SISP Order will provide for a court order charge ranking after the DIP Facility which secures the amounts payable to the Purchaser pursuant to Section 7.3;

(f) the Seller shall have acquired from GGB Canada 100% of the equity in the Excluded Subsidiaries;

(g) the Seller shall have provided the Purchaser, by no later than August 13, 2020, with drafts of all motion materials that they intend to file with the Court in support of the motion for the Approval and Vesting Order;

(h) the Priority Claims shall not exceed $50,000, excluding

   (i) the Administration Charge and the Interim Financing Charge (as such terms are defined in the Initial Order); and

   (ii) the Assumed Liabilities set out in Section 2.2(3)(a) through Section 2.2(3)(d); and

(i) The Cannabis Licenses, authorizations and/or exemptions required to be obtained in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

Section 5.4 Waiver of Conditions

Either Party may waive, in whole or in part, at any time by notice in writing to the other Party, any condition in Section 5.2 or Section 5.3 that is for its benefit. No waiver by a Party of any condition, in whole or in part, will operate as a waiver of any other condition or of that Party's rights of termination in the event of non-fulfilment of any other condition, in whole or in part.

ARTICLE 6 - CLOSING ARRANGEMENTS

Section 6.1 Date, Place and Time of Closing

The completion of the Purchase and the assumption of the Assumed Liabilities (the "**Closing**") shall take place at the offices of McMillan LLP, 181 Bay Street, Toronto, Ontario, commencing at 10:00 a.m. local time on a mutually agreed upon date (which date shall be no later than two Business Days after the day upon which all of the conditions set forth under Article 5 (other than conditions to be satisfied at the Closing, but subject to the waiver or fulfillment of those conditions) have been satisfied or, if permissible, waived by the Seller and/or the Purchaser (as applicable), or at such other place and on such other date and at such other time as shall be mutually agreed upon in writing by the Purchaser and the Seller (the day on which the Closing takes place being the "**Closing Date**"). Legal title, equitable title and risk of loss with respect to the Purchased Assets will transfer to the Purchaser, and the Assumed Liabilities will be assumed by the Purchaser at the Closing.

Section 6.2 Actions and Deliveries at Closing

At the Closing:

(a) the Purchaser shall satisfy the Purchase Price in accordance with Section 2.6 of this Agreement;

(b) the Purchaser shall deliver to Seller an executed assignment and assumption agreement in form and substance satisfactory to the Seller acting reasonably, evidencing the assignment by the Seller and assumption by the Purchaser of the Purchased Assets and Assumed Liabilities;

(c) either (i) the Purchaser shall deliver to Seller evidence of a novated loan agreement in respect of the GAOC Note, in form and substance acceptable to (A) the Seller acting reasonably and (B) the holder thereof on the basis agreed with All Js, duly executed by the holder thereof and the Purchaser or (ii) the GAOC Note shall have been assumed on the basis agreed by the holders thereof with All Js and the Approval and Vesting Order or other order of the Court shall provide, in either case that the Seller is forever released from all obligations under such note and related security;

(d) the Purchaser shall direct title to the Purchased Assets to Acquireco;

(e) the Seller, the Purchaser and Acquireco shall deliver duly executed copies of and enter into the Transaction Documents to which it is contemplated that they will be parties, respectively;

(f) the Purchaser shall deliver the officer's certificates required to be delivered pursuant to Section 5.2(a) and Section 5.2(b);

(g) the Seller shall deliver the officer's certificates required to be delivered pursuant to Section 5.3(a) and Section 5.3(b);

(h) the Seller shall deliver a copy of the Approval and Vesting Order; and

(i) each Party shall deliver, or cause to be delivered, to the other any other documents reasonably requested by such other Party in order to effect, or evidence the consummation of, the transactions contemplated herein or otherwise provided for under this Agreement, provided however that all material physical or electronic deliveries required hereunder to be made by the Seller shall be at the Purchaser's expense.

Section 6.3 Delivery of the Monitor's Certificate

When the conditions set out in Article 5 have been satisfied or waived, the Monitor will deliver an executed copy of the Monitor's Certificate to the Purchaser and Acquireco. Upon such delivery, the Closing will be deemed to have occurred. The Monitor will file a copy of the Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser and Acquireco.

Section 6.4 Acknowledgement

The Seller acknowledges that the costs and expenses (including legal fees) incurred by the Purchaser in connection with the transactions contemplated by this Agreement constitute costs and expenses incurred in connection with the enforcement and/or preservation of its rights under the Credit Documents.

Section 6.5 Offers

(1) Within fifteen (15) Business Days of the granting of the Approval and Vesting Order, the Purchaser shall identify in writing to the Seller, the employees of the Seller to whom it intends to make an offer of employment and the terms of such offer. Prior to the Closing and effective as of the Closing Date and conditional on Closing, shall make such offers. For greater certainty, nothing herein will prevent the Purchaser from including in the offers of employment an acknowledgement of new employment and that the employee's years of service with the Seller will be recognized for statutory purposes only.

(2) The Seller acknowledges and agrees that: (i) the Seller makes no representation or warranty that any of the foregoing employees will accept employment with the Purchaser; and (ii) the acceptance by employees of offers of employment with the Purchaser shall not constitute a condition to the Purchaser's obligation to complete the transactions contemplated by this Agreement.

Section 6.6 Regulatory Approval and Cannabis Licenses

No later than thirty (30) days after entry of the Approval and Vesting Order approving this Agreement, or such later day as may be agreed between the Seller and the Purchaser, the Purchaser shall file and shall cause its shareholders to file all registrations, declarations, filings, applications, petitions, background checks and other documents as may be necessary, proper or advisable for the Purchaser to obtain any required orders, authorizations or approvals with respect to the Cannabis Licenses for the transactions contemplated by this Agreement. The Purchaser shall be solely responsible for any and all costs and expenses incurred in obtaining such approvals. The Seller shall cooperate with the Purchaser in pursuing such regulatory approvals and shall provide such information as the Purchaser may require or deem appropriate, in connection therewith.

ARTICLE 7 - TERMINATION

Section 7.1 Termination Rights

This Agreement may be terminated at any time prior to the Closing (or in the case of clause (c) below, within the time period prescribed therein):

(a) by the Purchaser if the DIP Facility is terminated or there is a material breach of representation or warranty thereunder by the Seller that constitutes an Event of Default under the terms of the DIP Facility;

(b) by mutual written consent of the Seller and the Purchaser;

(c) by the Purchaser as described in Section 4.9;

(d) by either Party, upon written notice to the other:

(i) in the event of a material breach by such other Party of such other Party's representations, warranties, agreements or covenants set forth in this Agreement, which breach (A) would result in a failure of the conditions to Closing set forth in Section 5.2 or Section 5.3, as applicable; and (B) is not cured within seven (7) days from receipt of a written notice from the non-breaching Party;

(ii) if a Government Entity issues an Order prohibiting the transactions contemplated hereby;

(e) upon the approval of a Successful Bid (other than the bid represented by this Agreement) in an Approval Motion, as defined in and pursuant to the SISP; or

(f) if the Closing does not take place by the date which is 120 days from the date of the Approval and Vesting Order (such date the "**Outside Date**");

provided, however, that (i) the right to terminate this Agreement pursuant to Section 7.1(d) or Section 7.1(f) shall not be available to any Party whose breach hereof has been the principal cause of, or has directly resulted in, the event or condition purportedly giving rise to a right to terminate this Agreement under such clauses and (ii) in the event any required orders, authorizations or approvals with respect to the Cannabis Licenses for the transactions contemplated by this Agreement have not yet been obtained by the Outside Date, the Outside Date and any termination right available to any Party in connection therewith will be extended by a period of 60 days and thereafter may be further extended by mutual written consent of the Seller and the Purchaser.

Section 7.2 Effect of Exercise of Termination Rights

If this Agreement is terminated pursuant to Section 7.1, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further Liability of any Party to the other except for the provisions of Section 1.1 (Definitions), Section 1.2 (Rules of Interpretation), Section 3.1(f) (No Brokers), Section 4.4 (Public Announcements), Section 4.6 (Transaction Expenses), Section 7.2 (Effect of Exercise of Termination Rights), Section 7.3 (Break Fee and Expense Reimbursement) Section 8.3 (Remedies), Section 8.4 (No Third-Party Beneficiaries), Section 8.6 (Successors and Assigns), Section 8.7 (Governing Law; Submission to Jurisdiction), Section 8.8 (Notices), and Section 8.13 (Entire Agreement).

Section 7.3 Break Fee and Expense Reimbursement

This Agreement is subject to other offers presented in accordance with the SISP. Upon the closing of a Successful Bid under the SISP, other than the bid represented by this Agreement, (i) the Seller shall pay to All Js a break fee in the amount of $2,000,000, of which 25% will be for the account of Green Ops Group LLC; and (ii) the Seller shall reimburse All Js its actual fees, expenses and disbursements relating to the preparation and execution of this Agreement to a maximum of $150,000 in the aggregate.

ARTICLE 8 - MISCELLANEOUS

Section 8.1 No Survival of Representations and Warranties or Covenants

(1) No representations or warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date unless expressly provided for herein or therein.

(2) With respect to Claims against the Seller or the Purchaser, no Claim of any nature whatsoever for breach of representations or warranties hereunder may be made, or Action instituted with respect thereto, after the Closing Date.

(3) Notwithstanding the foregoing, the covenants and agreements that by their terms are to be satisfied after the Closing Date shall survive until satisfied in accordance with their terms.

Section 8.2 Purchaser Disclosure Supplements

From time to time prior to the Closing, the Purchaser shall have the right to supplement or amend the Schedules hereto with respect to any matter that, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in the respective Schedules. The Schedules shall be deemed amended by all such supplements and amendments for all purposes.

Section 8.3 Remedies

No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any Party will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege.

Section 8.4 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.5 Consent to Amendments; Waivers

No Party shall be deemed to have waived any provision of this Agreement or any of the other Transaction Documents unless such waiver is in writing, and then such waiver shall be limited to the circumstances set forth in such written waiver. This Agreement and the ancillary documents shall not be amended, altered or qualified except by an instrument in writing signed by all the Parties hereto or thereto, as the case may be.

Section 8.6 Successors and Assigns

Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements set forth in the Transaction Documents by or on behalf of the Parties thereto will be binding upon and inure to the benefit of such Parties and their respective successors and permitted assigns. This Agreement and any of the rights, interests or obligations hereunder may be assigned by the Purchaser without the prior written consent of the Seller, including to Acquireco, which may participate in the Purchase on its own behalf or through a subsidiary in which case any references to Acquireco in this Agreement shall be to its subsidiary, and including where such assignment is made to an Affiliate of the Purchaser or to any other Third Party capable of fulfilling the transaction contemplated hereunder.

Section 8.7 Governing Law; Submission to Jurisdiction

(1) Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any Parties, shall be governed exclusively by the Laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to the rules of conflict of laws applied therein or any other jurisdiction.

(2) To the fullest extent permitted by applicable Law, each Party (i) agrees that any Claim, Action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the Court; (ii) agrees to submit to the nonexclusive jurisdiction of the Court for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby; (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a Court or any Claim that any such Action brought in such a Court has been brought in an inconvenient forum; (iv) agrees that mailing of process or other papers in connection with any such Action or proceeding in the manner provided in Section 8.8 or any other manner as may be permitted by Law shall be valid and sufficient service thereof; and (v) agrees that a judgment in any such Action or proceeding, once finally determined, settled or adjudicated, and all rights to appeal, if any, have been exhausted or have expired, shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Section 8.8 Notices

All demands, notices, communications and reports provided for in this Agreement shall be deemed given if in writing and delivered, if sent by electronic mail, courier or sent by reputable overnight courier service (delivery charges prepaid) to any Party at the address specified below, or at such other address, to the attention of such other Person, and with such other copy, as the recipient Party has specified by prior written notice to the sending Party pursuant to the provisions of this Section 8.8.

If to All Js, to:

All Js Greenspace LLC
4300 East 5th Avenue
Columbus, Ohio 43215

Attention: Ben Kraner
Email: ben.kraner@spggroup.com

With a copy to legal counsel to All Js (which shall not constitute notice):

McMillan LLP
181 Bay Street, Suite 440
Toronto, ON M5J 2T3

Attention : Wael Rostom
Email: wael.rostom@mcmillan.ca

If to CTA, to

Capital Transfer Agency, ULC
390 Bay St. Suite 920
Toronto, ON M5H 2Y2

Attention: Sarah Morrison
Email: SMorrison@capitaltransferagency.com

With a copy to legal counsel to CTA (which shall not constitute notice):

KMB Law
900-3 Robert Speck Parkway
Mississauga, Ontario L4Z2G5

Attention: Wojtek Jaskiewicz
Email: wjaskiewicz@kmblaw.com

If to the Seller, to:

Green Growth Brands Inc.
4300 East Fifth Ave.
Columbus, Ohio 43219

Attention: Kent Kiffner
Email: kkiffner@greengrowthbrands.com

With a copy to legal counsel of the Seller (which shall not constitute notice):

Stikeman Elliott LLP
199 Bay Street, Suite 5300

Toronto, Ontario M5L1B9

Attention: Michael Burkett
Email: mburkett@stikeman.com

And a copy to the Monitor:

Ernst & Young Inc.
100 Adelaide Street W, PO Box 1
Toronto, Ontario M5H 0B3

Attention: Sharon Hamilton
Email: sharon.s.hamilton@ca.ey.com

(1) Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by electronic mail, or on the calendar day after deposit with a reputable overnight courier service, as applicable.

Section 8.9 Schedules

The Schedules attached hereto constitute a part of this Agreement and are incorporated into this Agreement for all purposes as if fully set forth herein.

Section 8.10 Counterparts

The Parties may execute and deliver this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), including scanned PDF document, with the same effect as if all Parties had executed and delivered the same copy, each of which will be deemed an original and all of which together will constitute one and the same instrument.

Section 8.11 No Presumption

The Parties agree that this Agreement was negotiated fairly among them at arm’s length and that the final terms of this Agreement are the product of the Parties’ negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that such Party drafted or was more responsible for drafting the provisions.

Section 8.12 Severability

If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any jurisdiction, (i) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances; and (ii) as for any other jurisdiction, any provision of this Agreement, shall not be affected and shall remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement or to carry out the intent of this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated or carried out as originally contemplated to the greatest extent legally possible including in such jurisdiction.

Section 8.13 Entire Agreement

The Transaction Documents set forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by the Transaction Documents, and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated. In the event of any irreconcilable conflict between this Agreement and any of the other Transaction Documents, the provisions of this Agreement shall prevail, regardless of the fact that certain Ancillary Agreements may be subject to different governing Laws (unless the other Transaction Documents expressly provides otherwise).

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Acquisition Agreement.

GREEN GROWTH BRANDS INC.

By: ______________________________
Name:
Title:

ALL JS GREENSPACE LLC

By: ______________________________
Name:
Title:

CAPITAL TRANSFER AGENCY ULC, solely in its capacity as Debenture Trustee

By: ______________________________
Name:
Title:

Schedule 1.1(17) – Cannabis Licenses

Spring Oaks Greenhouses, Inc.	Vertical MMTC	N/A	On or about April 19, 2021	Cultivation, production, and medical sale
Just Healthy LLC	Provisional Certificate of Registration	Northampton, MA	N/A	Dispensary, cultivation and processing site, and up to three medical dispensaries with preferred treatment for future adult use
Just Healthy LLC	Provisional Adult-Use Dispensary	Northampton, MA	N/A	Adult-Use Dispensary
Just Healthy LLC	Provisional Adult-Use Cultivation	Northampton, MA	N/A	Adult-Use Cultivation
Just Healthy LLC	Provisional Adult-Use Production	Northampton, MA	N/A	Adult-Use Production
Wellness Orchards of Nevada LLC	Medical Cultivation License No. 06113068616119421027	Pahrump	6/30/20	Cultivation
Wellness Orchards of Nevada LLC	Adult Use / Cultivation License No. 75650075113718192894	Pahrump	6/30/20	Cultivation
Nevada Organic Remedies LLC	Adult Use Dispensary License No. 024414260227553521200	Las Vegas Municipal approval	6/30/20	Retail
Nevada Organic Remedies LLC	Medical Dispensary	Las Vegas Municipal	6/30/20	Medical

	License No. 51266222807288437193	approval		
Nevada Organic Remedies LLC	Adult Use / Cultivation License No. 89537461737742132623	Las Vegas Municipal approval	6/30/20	Cultivation
Nevada Organic Remedies LLC	Distribution License No. 66956185074616370216	Las Vegas Municipal approval	6/30/20	Distribution
Nevada Organic Remedies LLC	Medical Cultivation License No. 88242054656300627601	Las Vegas Municipal approval	6/30/20	Cultivation
Nevada Organic Remedies LLC	Medical Production License No. 72792951478780009507	Las Vegas Municipal approval	6/30/20	Production
Nevada Organic Remedies LLC	Adult Use Production License No. 88853210986743836974	Las Vegas Municipal approval	6/30/20	Production
Nevada Organic Remedies LLC	Provisional Adult Use Dispensary RD215	Clark County, NV	12/5/20	Retail
Nevada Organic Remedies LLC	Provisional Adult Use Dispensary RD216	Las Vegas, NV	12/5/20	Retail
Nevada Organic Remedies LLC	Provisional Adult Use Dispensary RD217	North Las Vegas, NV	12/5/20	Retail
Nevada Organic Remedies LLC	Provisional Adult Use Dispensary	Henderson, NV	12/5/20	Retail

Execution Copy

	RD218			
Nevada Organic Remedies LLC	Provisional Adult Use Dispensary RD219	Reno, NV	12/5/20	Retail
Nevada Organic Remedies LLC	Provisional Adult Use Dispensary RD221	Nye County, NV	12/5/20	Retail
Nevada Organic Remedies LLC	Provisional Adult Use Dispensary RD222	Carson City, NV	12/5/20	Retail
Henderson Organic Remedies LLC	Medical Dispensary License No. 30554192662175908311	Henderson Municipal approval	6/30/20	Medical
Henderson Organic Remedies LLC	Adult-Use Dispensary License No. 59287610826909824091	Henderson Municipal approval	6/30/20	Retail

Schedule 1.1(39) – Intellectual Property

To be provided.

Schedule 1.1(41) – Leases

To be provided.

Schedule 1.1(44) – Litigation

To be provided.

Schedule 1.1(45) – Material Contracts

To be provided.

Schedule 1.1(53) – Permitted Encumbrances

To be provided.

Schedule 1.1(63) – Real Property

To be provided.

Schedule 2.1 – Purchased Shares and Debt

100% of the equity in GGB Canada Inc. and Xanthic Biopharma Limited.

All intercompany indebtedness owed by the GGB Acquired Entities to the Seller.

Schedule 2.5 – Allocation of Purchase Price

Schedule 3.2(c) – GGB Acquired Entity

TAB I

This is
EXHIBIT "I"
referred to in the affidavit of
RAYMOND C. WHITAKER III
dated August 10, 2020

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

~~Execution Copy~~
Execution Copy

AMENDED AND RESTATED ACQUISITION AGREEMENT

Made as of ~~May 19~~August 10, 2020

among

GREEN GROWTH BRANDS INC.,

and

ALL JS GREENSPACE EEC
and

CAPITAL TRANSFER AGENCY ULC

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AMENDED AND RESTATED ACQUISITION AGREEMENT

This Amended and Restated Acquisition Agreement (the **"Agreement")** is made as of ~~May 19~~August 10, 2020, between

GREEN GROWTH BRANDS INC. (the **"Seller")**

and

ALL JS GREENSPACE EEC ("All Js")

and

CAPITAL TRANSFER AGENCY ULC

(the **"Debenture Trustee"** and together with All Js, the **"Purchaser")**

RECITALS

A. ~~The~~ On May 20, 2020, the Seller ~~intends to apply~~ applied to the Ontario Superior Court of Justice (Commercial List) (the **"Court")** for an order (as amended and restated, the **"Initial Order")** granting it protection under the *Companies ' Creditors Arrangement Act* (the **"CCAA"** and the proceedings commenced thereby, the **"CCAA Proceedings")** and appointing Ernst & Young Inc. as the Seller's monitor (in such capacity, the **"Monitor")**~~;~~, and such Initial Order was granted by the Court.

B. ~~The Seller also intends to apply to the Court for an~~ Pursuant to a further order within the CCAA Proceedings dated June 2, 2020 (the **"SISP Order")** ~~approving~~the Court approved, among other things, sale and investment solicitation procedures in connection with the sale of the Purchased Assets (as defined below), being all or substantially all of the assets of the Seller (the **"SISP").** The SISP Order and the SISP ~~will~~ exclusively govern the process for soliciting and selecting bids for such sale or investment;

C. ~~In connection with the SISP~~Prior to the commencement of the CCAA Proceedings, the Seller and the Purchaser entered into an Acquisition Agreement dated May 19, 2020 (the **"Original Agreement")** to provide for the terms and conditions upon which the Purchaser as "stalking horse purchaser" ~~wishes to~~ would purchase the Purchased Assets and assume the Assumed Liabilities (as defined below) from the Seller pursuant to and in accordance with the terms of the SISP upon the terms and conditions set forth ~~hereinafter and this offer shall remain irrevocably open on acceptance by the Seller until the closing of the Successful Bid, if applicable;~~in the Original Agreement;

D. The Purchaser and the Seller have agreed to enter into this Agreement to amend and restate the Original Agreement;

E. ~~D.~~The transactions contemplated by this Agreement are subject to the approval of the Court and will be consummated only pursuant to the Approval and Vesting Order to be entered in the CCAA Proceedings; and

F. ~~E.~~Upon Closing, the Purchaser and Debenture Trustee (as defined herein) will direct title to the Purchased Assets to be acquired under this Agreement to an entity or entities to be incorporated **("Acquireco")** and Acquireco shall assume the Assumed Liabilities.

FOR VALUE RECEIVED, the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 Definitions

(1) **"Acquireco"** has the meaning set forth in the preamble to this Agreement.

(2) **"Action"** means any claim, litigation, action, suit, charge, arbitration or other legal, administrative or judicial proceeding.

(3) **"Administration Amounts"** has the meaning set forth in Section 2.2(l)(a).

(4) **"Affiliate"** means, as to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, or is under common Control with, or is Controlled by, such Person.

(5) **"Agreement"** means this Amended and Restated Acquisition Agreement, including the recitals, and all Schedules attached hereto (as amended and supplemented in accordance with Section 8.2) and all amendments hereto made in accordance with Section 8.5.

(6) **"All Js"** has the meaning set forth in the preamble to this Agreement.

(7) **"Ancillary Agreements"** means, in each case in a form reasonably acceptable to the Seller and the Purchaser: (i) share transfer and assignment for the assignment and conveyance of the Purchased Assets from the Seller to the Purchaser; and (ii) an assignment and assumption agreement for the assignment and assumption of the Assumed Liabilities from the Seller to and by the Purchaser.

(8) **"Approval and Vesting Order"** has the meaning set forth in Section 4.1(2).

(9) **"Assumed Liabilities"** has the meaning set forth in Section 2.2.

(10) **"Backstop Debenture Indenture"** means the Convertible Debenture Indenture dated October 18, 2019 between the Seller and the Debenture Trustee, as amended by the Supplemental Indenture dated March 6, 2020.

(11) **"Backstop Debentures"** means the convertible secured debentures issued to *inter alios* All Js pursuant to the Backstop Debenture Indenture.

(12) **"Bankruptcy Law"** means the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors Arrangement Act* (Canada) and the other applicable insolvency Laws.

(13) **"Books and Records"** means, except as relates to the Excluded Subsidiaries (or any one of them), all accounting records, all other information in any form relating to the Business or Purchased Shares and Debt, including sales and purchase records, lists of suppliers and customers, lists of potential customers, credit and pricing information, Tax records, business reports, plans and projections, production reports and records, inventory reports and records, business, engineering and consulting reports, marketing and advertising materials, research and development reports and records, maps, all plans, surveys, specifications, and as built drawings, including all such electrical, mechanical and structural drawings related thereto, environmental reports, soil and substratum studies, inspection records, financial records, and all other records, books, documents and data bases recorded or stored by means of any device, including in electronic form, relating to the Business and the Purchased Shares and Debt that are owned by the Seller provided however that the term "Books and Records" shall not include any of the foregoing items that do not relate to the Purchased Shares and Debt or the GGB Acquired Entities.

(14) **"Business"** means the cannabis production, distribution, and sales activities carried on by the GGB Acquired Entities, and all operations, maintenance and other activity related thereto.

(15) **"Business Day"** means a day on which the banks are open for business (Saturdays, Sundays, statutory and civic holidays excluded) in Toronto, Ontario, Canada.

(16) **"Business Information"** means, except as relates to the Excluded Subsidiaries (or any one of them), all books, records, files, catalogues, data, information, agreements, operating records, operating, safety and maintenance manuals, engineering and design plans, blueprints and as-built plans, specifications, drawings, reports, procedures, facility compliance plans, test records and results, other records and filings made with regulatory agencies regarding operations of the Business, environmental procedures and similar records, correspondence with present or prospective, customers and suppliers, advertising materials, software programs, documentation and sales literature owned by the Seller that are used or held for use in connection with the Business, including information, policies and procedures, manuals and materials and procurement documentation used in the Business and information received pursuant to the SISP, provided however that the term **"Business Information"** shall not include any of the foregoing items that are not the Property of the Seller.

(17) **"Cannabis Licenses"** means the cannabis licenses set out in Schedule 1.1(17).

(18) **"Claim"** means any indebtedness, liability or obligation of any kind that would be a claim provable within the meaning of Section 2 of the *Bankruptcy and Insolvency Act* (Canada).

(19) **"Closing"** has the meaning set forth in Section 6.1.

(20) **"Closing Date"** has the meaning set forth in Section 6.1.

(21) **"Contract"** means any legally binding contract, agreement, obligation, license, undertaking, instrument, lease, ground lease, commitment or other arrangement, whether written or oral.

(22) **"Control",** including, with its correlative meanings, "Controlled by" and "under common Control with", means, in connection with a given Person, the possession, directly or indirectly, of the power to either (i) elect more than 50% of the directors of such Person; or (ii) direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, Contract or otherwise.

(23) **"Court"** has the meaning set forth in the recitals to this Agreement.

(24) **"CRA"** means the Canada Revenue Agency.

(25) **"Credit Bid Amount"** means the Secured Claims Amount calculated as of Closing, all of which are being credit bid by the Purchaser.

(26) **"Credit Documents"** means, collectively:

(a) the DIP Facility;

(b) the May Debentures;

(c) the Backstop Debentures;

(d) the Debenture Security Documents; and

(e) the secured promissory note in the principal amount of US$400,000 issued by the Seller in favour of All Js, dated May 4, 2020; and

(f) the secured promissory note in the principal amount of US$400,000 issued by the Seller in favour of All Js, dated May 12, 2020.

(27) **"Debenture Security Documents"** means:

(a) the General Security Agreement dated June 6, 2019, entered into between the Seller and the Debenture Trustee in connection with the May Debentures; and

(b) the General Security Agreement dated on or about November 13, 2019, entered into between the Seller and the Debenture Trustee in connection with the Backstop Debentures.

(28) **"Debenture Trustee"** means Capital Transfer Agency ULC in its capacity as Debenture Trustee under the May Debenture Indenture and Backstop Debenture Indenture.

(29) **"Designated Contracts"** has the meaning given to it in Section 4.12.

(30) **"DIP Facility"** means that certain debtor-in-possession secured financing facility in favour of the Seller and its subsidiaries in the amount of $7.2 million dated on or about May 19, 2020.

(31) **"Excluded Subsidiaries"** means Green Growth Brands LLC~~,~~ (together with its subsidiaries~~, as well as~~), Green Growth Brands Realty Ltd. ~~including any entities subject to~~ and the Florida ~~Sale as contemplated by Section 4.10(l)(a)~~Subsidiaries.

(32) **"Florida ~~Sale"~~** ~~means any transaction (or series of transactions) pursuant to which GGB~~

~~Green Holdings LLC proposes to sell or otherwise dispose of, directly or indirectly, the equity or the assets, property and undertaking of~~ **Subsidiaries"** means GGB Florida LLC together with its subsidiaries.

(33) **"GGB Acquired Entities"** means the Seller's direct subsidiaries, including GGB Canada and Xanthic Biopharma Limited but excluding the Excluded Subsidiaries.

(34) **"GGB Canada"** means GGB Canada Inc.

(35) **"Government Entity"** means any Canadian, foreign, domestic, federal, territorial, provincial, state, municipal or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, bureau, board, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing having jurisdiction.

(36) **"GST/HST"** means goods and services tax, including harmonized sales tax, interest, penalties and fines payable under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder.

(37) **"Incidental Acquired Assets"** means the Books and Records, the Business Information, the Designated Contracts and any intellectual property of the Seller (other than any intellectual property of an Excluded Subsidiary) of any nature and kind including all domestic and foreign trade-marks, business names, trade names, domain names, trading styles, patents, trade secrets, confidential information, software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations and chemistries, processes and processing methods, technology and techniques and know-how, including the name **"Green Growth Brands".**

(38) **"Initial Order"** has the meaning set forth in the recitals to this Agreement.

(39) **"Intellectual Property"** means the intellectual property of the GGB Acquired Entities to be set out in Schedule 1.1(39) in accordance with the terms hereof.

(40) **"Law"** means any foreign, domestic, federal, territorial, state, provincial, local, regional or municipal statute, law, common law, ordinance, rule, bylaw, regulation, Order, writ, injunction, directive, judgment, decree, code, policy standard, criteria, condition or guideline having the force of law.

(41) **"Leases"** means the leases of the GGB Acquired Entities set out in Schedule 1.1(41).

(42) **"Liabilities"** means any and all debts, liabilities, obligations and claims, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Law or Action and those arising under any Contract or otherwise, including any Tax liability.

(43) **"Lien"** means any lien, mortgage, deed of trust, judgment lien, pledge or security interest, hypothec (including legal hypothecs), encumbrance, floating charge, mechanic's lien, builder's lien, materialmen's lien, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, real property license, other real property rights in favor of Third Parties, charge, prior claim, Lease, statutory or deemed trust or conditional sale arrangement,

including the Administration Charge and the Interim Financing Charge (each as ~~defined in the~~ Initial Order).

(44) **"Litigation"** means the material litigation of the GGB Acquired Entities to be set out in Schedule 1.1(44) in accordance with the term hereof.

(45) **"Material Contracts"** means the material contracts of the GGB Acquired Entities to be set out in Schedule 1.1(45) in accordance with the terms hereof.

(46) **"May Debenture Indenture"** means that certain Convertible Debenture Indenture dated May 17, 2019 between the Seller and the Debenture Trustee.

(47) **"May Debentures"** means the convertible secured debentures issued to *inter alios* All ~~Js~~ Is pursuant to the May Debenture Indenture.

(48) **"Monitor"** has the meaning set forth in the preamble to this Agreement.

(49) **"Monitor's Certificate"** means a certificate signed by the Monitor and confirming that (i) the Purchaser has satisfied the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets; and (ii) the conditions to be complied with at or prior to the Closing as set out in Article 5 have been satisfied or waived by the Seller or the Purchaser, or both, as applicable.

(50) **"Order"** means any order, injunction, judgment, decree, direction, instructions, ruling, writ, assessment, arbitration award or penalties or sanctions issued, filed or imposed by any Government Entity.

(51) **"Ordinary Course"** means the ordinary course of the Business consistent with past practice, as such practice is, may have been or may be modified as a result of the CCAA Proceedings and the COVID-19 pandemic and corresponding "states of emergency" and similar Orders from local, state and/or federal Governmental Entities in the jurisdictions in which the Business is conducted or the assets, properties and undertaking of the GGB Acquired Entities are located.

(52) **"Parties"** has the meaning set forth in the recitals to this Agreement.

(53) **"Permitted Encumbrances"** means (i) statutory Liens for Taxes or governmental assessments, charges or claims the payment of which is not yet due, or for Taxes which are being contested in good faith by appropriate proceedings; (ii) any other Liens set forth in Schedule 1.1(53).

(54) **"Person"** means an individual, a partnership, a corporation, an association, a limited or unlimited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or other legal entity or Government Entity.

(55) **"Phase II Bid Deadline"** means August 6, 2020.

(56) **"Priority Claims"** means all Claims which, in accordance with applicable Laws, rank in priority to the obligations of the Seller vis-a-vis the Purchaser pursuant to the Credit Documents and all other agreements and documents executed as security for the payment and performance of

the former's indebtedness thereunder, including any and all claims secured by charges ordered by the Court in the as part of the Initial Order.

(57) **"Property"** means any interest in any kind of property or asset, whether real (including chattels real), personal or mixed, movable or immovable, tangible or intangible.

(58) **"Purchase"** means the purchase of the Purchased Assets by the Purchaser from the Seller as described in this Agreement.

(59) **"Purchased Assets"** has the meaning set forth in Section 2.1.

(60) **"Purchase Price"** has the meaning set forth in Section 2.4.

(61) **"Purchased Shares and Debt"** has the meaning set forth in Section 2.1.

(62) **"Purchaser"** has the meaning set forth in the preamble to this Agreement.

(63) **"Real Property"** means the owned and leased real property of the GGB Acquired Entities to be set out in Schedule ~~1.1(62~~1.1(63) in accordance with the terms hereof.

(64) **"Sale Hearing"** has the meaning set forth in Section 4.1(2).

(65) **"Secured Claims Amount"** means the aggregate amount owing (whether for principal, interest, fees, recoverable costs, indemnity and reimbursement obligations or otherwise) by the Seller pursuant to the Credit Documents and all other agreements and documents executed as security for the payment and performance of the Seller's indebtedness thereunder, as well as pursuant to all advances made by the Purchaser to the Seller which are secured by the DIP Lenders' Charge (as defined in the Initial Order), plus interest, fees, recoverable costs and other amounts owing to the lenders on a secured basis which accrue but are not paid prior to Closing.

(66) **"Securities Commissions"** means, collectively, the securities commissions or similar securities regulatory authorities of all of the Provinces of Canada.

(67) **"Securities Laws"** means all securities Laws applicable to either the Seller or the Purchaser or their parent companies, as applicable.

(68) **"Seller"** has the meaning set forth in the preamble to this Agreement.

(69) **"SISP"** has the meaning set forth in the recitals to this Agreement.

(70) **"SISP Order"** has the meaning set forth in the recitals to this Agreement.

(71) **"Spring Oaks Notes"** ~~**has the meaning given to it in Section 2.2(3)(d);**~~means:

(a) the Convertible Secured Note dated July 31, 2019 issued by the Seller to Stanley W. Harris in the principal amount of $5,800,000, now held by Green Ops Group LLC;

(b) the Convertible Secured Note dated July 31, 2019 issued by the Seller in favour of Stanley W. Harris in the principal amount of $11,400,000, now held by Green Ops Group LLC; and

(c) the Secured Promissory Note dated April 29, 2020, issued by the Seller, GGB Florida LLC, and Spring Oaks Greenhouses, Inc. in favour of Stanley W. Harris in the original principal amount of up to $1,000,000, now held by Green Ops Group LLC.

(72) **"Successful Bid"** has the meaning set forth in the SISP.

(73) **"Tax"** means any domestic or foreign federal, state, local, provincial, territorial or municipal taxes or other impositions by any Government Entity, including Transfer Taxes and the following taxes and impositions: net income, gross income, capital, value added, goods and services, capital gains, alternative, net worth, harmonized sales, gross receipts, sales, use, ad valorem, business rates, transfer, franchise, profits, business, environmental, real or immovable property, municipal, school, Canada Pension Plan, withholding, workers' compensation levies, payroll, employment, unemployment, employer health, occupation, social security, excise, stamp, customs, and all other taxes, fees, duties, assessments, deductions, contributions, withholdings or charges of the same or of a similar nature, however denominated, together with any interest and penalties, fines, additions to tax or additional amounts imposed or assessed with respect thereto.

(74) **"Tax Act"** means the *Income Tax Act* (Canada) and the regulations promulgated thereunder.

(75) **"Tax Authority"** means any local, municipal, governmental, state, provincial, territorial, federal, including any Canadian or other fiscal, customs or excise authority, body or officials anywhere in the world with responsibility for, and competent to impose, collect or administer, any form of Tax.

(76) **"Tax Returns"** means all returns, reports (including elections, declarations, disclosures, statements, schedules, estimates and information returns) and other information filed or required to be filed with any Tax Authority relating to Taxes.

(77) **"Third Party"** means any Person that is neither a Party nor an Affiliate of a Party.

(78) **"Transaction Documents"** means this Agreement, the Ancillary Agreements and all other ancillary agreements to be entered into, or documentation delivered by, any Party pursuant to this Agreement.

(79) **"Transfer Taxes"** means all goods and services, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated, in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the transactions provided for herein, regardless of whether the Government Entity seeks to collect the Transfer Tax from the Seller or the Purchaser, including GST/HST, but excluding for greater certainty, any Taxes computed by reference, or in connection with, income, profit or gain of the Seller.

Section 1.2 Rules of Interpretation

In this Agreement:

(a) Currency - Unless otherwise specified, all dollar amounts in this Agreement, including the symbol "$", refer to the currency of the United States.

(b) Headings, etc. - The division of this Agreement into Articles, Sections and other subdivisions and the inclusion of headings are provided for convenience only and do not affect the construction or interpretation of this Agreement.

(c) Extended Meanings - Words importing the singular include the plural and vice versa, words importing gender include all genders.

(d) Time - Time is of the essence of this Agreement, and no extension or variation of this Agreement will operate as a waiver of this provision.

(e) Schedules - The following are the Schedules to this Agreement, as applicable when provided in accordance with Section 4.11:

Schedule 1.1(17) - Cannabis Licenses Schedule 1.1(39) -

Intellectual Property Schedule 1.1(41) - Leases Schedule

1.1(44) - Litigation Schedule 1.1(45)~~ - ~~-Material Contracts

Schedule 1.1(53) - Permitted Encumbrances Schedule

~~1.1(62~~1.1(63) - Real Property Schedule 2.1- Purchased

Shares and Debt Schedule 2.5 - Allocation of Purchase Price

Schedule 3.2(c) - GGB Acquired Entity

ARTICLE 2 - PURCHASE AND SALE OF ASSETS

Section 2.1 Purchase and Sale of the Purchased Assets

Subject to the terms and conditions of this Agreement, on the Closing Date, the Seller shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase and assume from the Seller, all of the right, title and interest of the Seller to the Purchased Shares and Debt set out in Schedule 2.1 (collectively, the **"Purchased Shares and Debt")** as well as the Incidental Acquired Assets (collectively with the Purchased Shares and Debt, the **"Purchased Assets")** and the cash described in Section 2.2.

Section 2.2 Paid and Assumed Liabilities

(1) At Closing, each GGB Acquired Entity shall not transfer or distribute its cash and for greater certainty shall retain such cash in its bank account at such time (other than ordinary course payments) and, subject to the remainder of this Section 2.2(1), the Seller shall not transfer or distribute its cash and shall pay any such cash to the Purchaser as a Purchased Asset,

(a) less the amount of any reasonable documented professional fees (the **"Administration Amounts")** that are directly secured by the administration charge granted by the Initial Order (as amended) that are not previously paid or cash collateralized on or before Closing and which shall be paid by the Purchaser,

(b) less the amount of any proven claims against directors or officers of the Seller that are directly secured by the D&O charge granted by the Initial Order (as amended) that are not previously paid or cash collateralized on or before, and

(c) less an amount not to exceed $25,000 for purposes of winding up the Seller.

(2) On the terms and subject to the conditions set forth in this Agreement, at Closing, in the event that the Seller has insufficient cash to pay such amounts (in which case no amount will be payable by the Seller to the Purchaser pursuant to Section 2.2(1)), the Purchaser shall pay any outstanding Administration Amounts as well as the balance of any amount described by Section 2.2(l)(c).

(3) On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall assume and become responsible for, and perform, discharge and pay when due, Liabilities (the **"Assumed Liabilities")** in respect of:

(a) the Amended and Restated Promissory Note (the **"GAOC Note")** dated November 15, 2019 issued by the Seller to GA Opportunities Corp. in the principal amount of C$39,000,000 or terms to be agreed with the holder of the GAOC Note;

~~(b) to the extent that it is not satisfied before Closing, the Convertible Secured Note dated July 31, 2019 issued by the Seller to Stanley W. Harris in the principal amount of $5,800,000, now held by Green Ops Group EEC, a Delaware limited liability company;~~

~~(c) to the extent that it is not satisfied before Closing, the Convertible Secured Note dated July 31, 2019 issued by the Seller in favour of Stanley W. Harris in the principal amount of $11,400,000, now held by Green Ops Group LLC, a Delaware limited liability company~~

~~(d)to the extent that it is not satisfied before Closing, the Secured Promissory Note dated April 29, 2020, issued by the Seller, GGB Florida LLC, and Spring Oaks Greenhouses, Inc. in favour of Stanley W. Harris in the original principal amount of up to US$1,000,000, now held by Green Ops Group LLC, a Delaware limited liability company (together with Section 2.2(3)(b) and Section 2.2(3)(c), the "Spring Oaks Notes");~~

(b) ~~(e)~~the Debenture Security Documents;

(c) ~~(f)~~any proven Priority Claim amount at Closing that is not paid or cash collateralized on or before Closing including under the directors' and officers' charge granted by the Initial Order (as amended) to a maximum of $50,000; and

(d) ~~(g)~~Designated Contracts.

Section 2.3 All Other Liabilities Excluded

Except for the Assumed Liabilities, the Purchaser shall not assume, perform, discharge, pay or be responsible for any of the Liabilities of the Seller, whether present or future, known or unknown, absolute or contingent including without limitation, pre-filing unsecured financial indebtedness or any other claim or obligation that is not expressly assumed and listed in as an Assumed Liability.

Section 2.4 Purchase Price

The purchase price payable to the Seller by the Purchaser for the Purchased Assets (the **"Purchase Price")** shall be the total of: (i) the Credit Bid Amount; (ii) the Administration Amounts and (iii) the dollar amount of the Assumed Liabilities (excluding, for greater certainty, Administration Amounts).

Section 2.5 Allocation of Purchase Price

The Purchase Price will be allocated among the Purchased Assets prior to Closing in accordance with Schedule 2.5. The Seller and the Purchaser shall prepare and file their respective Tax Returns and financial documents in a manner consistent with such Schedule 2.5. The parties will agree on the allocation to be set out in Schedule 2.5 at least five (5) days prior to the Closing Date; provided that it is the principle of such allocation is that the vast majority of the value of the Purchased Assets is attributable to and the corresponding allocation shall be to the equity or debt of GGB Canada.

Section 2.6 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price at the Closing Date as follows:

(a) by releasing the Seller from all of its obligations, indebtedness and liabilities pursuant to the Credit Documents and all other agreements and documents executed as security for the payment and performance of the latter's indebtedness thereunder, up to the Credit Bid Amount;

(b) by paying the Administration Amounts in accordance with Section 2.2; and

(c) by assuming, paying, performing and discharging, when due, as applicable, the Assumed Liabilities.

Section 2.7 Transfer Taxes and Income Tax

(1) The Parties agree that the Purchase Price is exclusive of any applicable Transfer Taxes. Subject to Section 4.6 the Purchaser shall promptly pay directly to the appropriate Tax Authority, or to the Seller, as applicable, all applicable Transfer Taxes that are properly payable by the Purchaser or the Seller under applicable Law in connection with this Agreement and the transactions contemplated herein and the other Transaction Documents and the transactions contemplated therein. The Purchaser shall indemnify and save harmless the Seller from and against any Transfer Taxes that may be imposed on, claimed from or demanded of the Seller.

(2) If the Purchaser wishes to claim any exemption relating to, or a reduced rate of, Transfer

Taxes, in connection with this Agreement or the transactions contemplated herein or the other Transaction Documents and the transactions contemplated therein, the Purchaser shall be solely responsible for ensuring that such exemption or election applies and, in that regard, shall provide the Seller prior to Closing with its permit number, GST/HST number, or other similar registration numbers and/or any appropriate certificate of exemption, election and/or other document or evidence to support the claimed entitlement to such exemption or reduced rate by the Purchaser. The Seller shall make commercially reasonable efforts to cooperate to the extent necessary to obtain any such exemption or reduced rate.

(3) The Purchaser and the Seller agree to treat all payments made either to or for the benefit of the other Party under this Agreement as adjustments to the Purchase Price for Tax purposes and that such treatment shall govern for purposes hereof to the extent permitted under applicable Tax Law.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Seller as follows and acknowledges that the Seller is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

(a) the Purchaser is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. The Purchaser has the requisite corporate power and authority to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party;

(b) the execution and delivery of, and performance by the Purchaser of this Agreement and the Purchase have been duly authorized by all necessary corporate action on behalf of the Purchaser;

(c) the execution and delivery of, and performance by the Purchaser of this Agreement and the Purchase have been duly authorized by all necessary approvals under the Credit Documents;

(d) the execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations under this Agreement will not result in the breach or violation of any terms or conditions of: (i) the constating documents or by-laws of the Purchaser; or (ii) any applicable Law, regulation or Order;

(e) the Purchaser has now, and at all times from the date hereof through and after the Closing Date, will have, sufficient funds available to satisfy the Purchase Price and all other amounts payable under the Transaction Documents and to otherwise consummate the transactions contemplated hereby and thereby, and to pay all fees and expenses related thereto and to perform all obligations when due under the Assumed Liabilities. The Purchaser acknowledges that its obligations under this Agreement and the other Transaction Documents are not subject to any conditions regarding its ability to obtain financing for any portion of the foregoing amounts;

(f) no broker, finder or investment banker is entitled to any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of the Purchaser;

(g) except for the entry of the Approval and Vesting Order, to the best of the Purchaser's knowledge, no notice, filing, authorization, approval, Order or consent is required to be given, filed or obtained by the Purchaser to or from any Government Entity or Third Party in connection with the execution, delivery and performance by the Purchaser of this Agreement or the transactions contemplated hereby; and

(h) the Purchaser is or will be registered for the purposes of the Tax imposed under Part IX of the *Excise Tax Act* (Canada) and shall provide to the Seller its registration number no later than 10 days prior to Closing.

Section 3.2 Representations and Warranties of the Seller

The Seller represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

(a) subject to obtaining the Initial Order, the SISP Order and the Approval and Vesting Order, the Seller has good and sufficient power, authority and right to enter into and deliver this Agreement and complete the transactions contemplated hereunder;

(b) this Agreement has been duly and validly executed and delivered by the Seller and, subject to obtaining the Approval and Vesting Order, constitutes legal, valid and obligations of the Seller, enforceable against it in accordance with its terms;

(c) the authorized and all issued and outstanding equity of GGB Canada and each GGB Acquired Entity is set out on Schedule 3.2(c). All such equity has been duly issued in accordance with Law. The applicable Persons listed on such Schedule as the owner thereof, legally and beneficially own and control the issued and outstanding equity in the applicable GGB Acquired Entity with good and marketable title free and clear of any encumbrances, adverse claims or claims of others. No shares or other securities of any such entities have been issued in violation of any Law, the articles of incorporation, by-laws or other applicable constating documents or the terms of any shareholders' agreement or any agreement to which such entity is a party or by which it is bound. There are no outstanding options, warrants, rights, securities, debentures, loans or notes convertible or exchangeable for any shares or other securities of any such entity. Other than the GGB Acquired Entities and the Excluded Subsidiaries, GGB Canada has no subsidiaries and does not own, directly or indirectly, any shares or other equity securities of any corporation nor does it have any equity or ownership interest in any business or Person;

(d) each GGB Acquired Entity is duly organized and validly existing under the Laws of the jurisdiction in which it is organized, and has the corporate power and capacity to own or lease its property and to carry on its business as now carried on in each jurisdiction in which it owns or leases property or carries on business;

(e) The Seller is not a "non-resident" of Canada for purposes of the Tax Act;

Section 3.3 No Other Representations or Warranties

(1) Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges and agrees that none of the Seller or any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Seller in Section 3.2, or with respect to any other information provided to the Purchaser in connection with the transactions contemplated hereby, including as to the probable success or profitability of the ownership, use or operation of the Business, title to the Purchased Assets, the Assumed Liabilities, or as to the accuracy or completeness of any information regarding any of the foregoing that any Seller, or any other Person, furnished or made available to the Purchaser or its representatives. The Purchaser further represents that none of the Seller or any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and none of the Seller or any other Person will have or be subject to liability to the Purchaser or any other Person resulting from the distribution to the Purchaser or its representatives or the Purchaser's use of any such information, in connection with the sale of the Business. The Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and the Purchased Assets and, in making the determination to proceed with the transactions contemplated by this Agreement, the Purchaser has relied solely on the results of its own independent investigation.

(2) The Purchaser acknowledges and agrees that, in determining whether to enter into this Agreement, Purchaser (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets, the Business and the Assumed Liabilities prior to the execution of this Agreement and that the obligations of the Purchaser are not conditional upon any additional due diligence; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets to be acquired and obligations and Liabilities to be assumed in entering into this Agreement; and (~~iii~~hi), except for the representations and warranties set out in Section 3.2 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) from or by the Seller, the Monitor or any partner, employee, officer, director, accountant, agent, financial, legal or other representative of any of the Seller or the Monitor regarding the Purchased Assets to be acquired or the Assumed Liabilities or the completeness of any information provided in connection therewith, except as expressly stated herein.

(3) The Purchaser acknowledges and agrees that the enforceability of this Agreement against the Seller is subject to entry of the Approval and Vesting Order.

Section 3.4 "As Is, Where Is"

Subject to Section 3.2 of this Agreement, the Purchaser acknowledges that (i) it is purchasing the Purchased Assets on an "as is, where is" and "without recourse" basis and on the basis that the Seller has not guaranteed and will not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters and (ii) it has inspected the Purchased Assets and will accept the same on the Closing Date, in their then current state, condition and location. Except as otherwise expressly provided in this Agreement, no representation, warranty or condition whether statutory (including under the *Sale of Goods Act* (Ontario), the *International Sale of Goods Contracts Convention Act* (Canada) or any international equivalent act which may be applicable to the subject matter pursuant to the provisions of this Agreement, including, without limitation, the Uniform Commercial Code as enacted in any State or the United Nations Convention on Contracts for the International Sale of Goods), expressed or implied, oral or written, legal, equitable, conventional, collateral or otherwise is or will be given by the Seller as to title, outstanding liens, description, fitness or purpose, merchantability, quantity, condition, quality, suitability, durability, assignability, or marketability therefor or any other matter or thing whatsoever, and all of the same are expressly excluded. The Purchaser acknowledges and agrees that it has inspected the Purchased Assets and has relied on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets pursuant to this Agreement. The description of the Purchased Assets contained herein is for the purpose of identification only. No representation, warranty or condition has or will be given by the Seller concerning completeness or accuracy of such description.

ARTICLE 4 - COVENANTS AND OTHER AGREEMENTS

Section 4.1 Approval and Vesting Order

(1) The Seller and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to the approval of the Court.

(2) Subject to the SISP and any approval of a Successful Bid in an Approval Motion, as defined in and pursuant to the SISP, the Seller shall use its commercially reasonable efforts to have the Court, upon a hearing to be held on a date specified by the Court (the **"Sale Hearing"),** which shall take place within 10 days following the Phase II Bid Deadline, an order in form and in substance acceptable to the Purchaser, acting reasonably, approving the sale of the Purchased Assets to the Purchaser or its designee pursuant to this Agreement and vesting in and to the Purchaser or its designee the Purchased Assets free and clear of all Liens and Claims (other than Permitted Encumbrances) (the **"Approval and Vesting Order").**

(3) The Purchaser, at its own expense, will promptly provide to the Seller all such information within its possession or under its control as the Seller may reasonably require to obtain the Approval and Vesting Order. The Purchaser and the Seller will cooperate in obtaining entry of the Approval and Vesting Order.

Section 4.2 Cooperation

(1) Prior to the Closing, upon the terms and subject to the conditions of this Agreement and subject to Section 6.6 hereof, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement as soon as practicable, including the preparation and filing of all forms, registrations and notices required to be filed to consummate the Closing, making witnesses available in the Court or by declaration, as necessary, in obtaining the entry of the Approval and Vesting Order and, in the case of the Seller, furnishing such due diligence materials in relation to Section 5.3(a) as the Purchaser reasonably requests.

(2) The Seller and the Purchaser shall promptly notify the other of the occurrence, to such Party's knowledge, of any event or condition that would reasonably be expected to result in (i) any of the conditions set forth in Article 5 not being satisfied; or (ii) any of the representations and warranties in Article 3 not being true and correct.

(3) The Purchaser and the Seller acknowledge and agree that time is of the essence in effecting the Closing and otherwise consummating the transactions contemplated herein, and that it will promptly and timely provide written requests, execute and deliver all required documents and materials and use commercially reasonable efforts to perform all necessary and required actions.

Section 4.3 Pre-closing Access to Information and Premises

(1) Prior to the Closing, the Seller shall (a) give the Purchaser and its authorized representatives, upon advance notice and during regular business hours, access to all books, records, reports, plans, certificates, files, documents and information related to the Purchased Assets and other facilities and properties of the Business; (b) permit the Purchaser to make such copies and inspections thereof, upon advance notice and during regular business hours, as the Purchaser may reasonably request; and (c) provide the Purchaser and Acquireco access to the GGB Acquired Entities' premises for the purposes of (a) and (b) above; provided, however, that any such access shall be conducted in accordance with Law (including any applicable Bankruptcy Law), under the supervision of the Seller's personnel and in such a manner as to maintain confidentiality and not to interfere with the normal operations of the Business of the Seller.

(2) Notwithstanding Section 4.3(1), the Seller shall not be required to disclose any information, records, files or other data to the Purchaser where prohibited by any Laws or which would result in the disclosure of any trade secrets of Third Parties or violate any obligation of the Seller to any Third Party or that would have the effect of causing the waiver of any solicitor-client privilege or subsisting agreement of confidentiality.

Section 4.4 Public Announcements

Prior to the Closing and except as necessary for the Party to make any filing with the Court to obtain approval of the transactions contemplated by this Agreement, no Party shall issue any press release or public announcement concerning this Agreement or the transactions contemplated by this Agreement without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of the Purchaser or the Seller, disclosure is otherwise required by applicable Law (including the Securities Laws), or the Court with respect to filings to be made with the Court in connection with this Agreement or by the Securities Laws of the Securities Commissions or any stock exchange on which the Purchaser lists securities, provided that the Party intending to make such release shall use commercially reasonable efforts consistent with such applicable Law and the Court requirement to consult with the other Party with respect to the text thereof.

Section 4.5 Further Actions

From and after the Closing Date, each of the Parties shall execute and deliver such documents and other papers and take such further actions as may reasonably be required to carry out the provisions of this Agreement and give effect to the transactions contemplated herein, including the execution and delivery of such assignments, deeds and other documents as may be necessary to transfer any Purchased Assets as provided in this Agreement; provided that the Seller shall not be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by the Purchaser unless otherwise specified herein) or the Purchaser in order to obtain any consent to the transfer of Purchased Assets or the assumption of Assumed Liabilities.

Section 4.6 Transaction Expenses

Except as otherwise provided in this Agreement, the SISP, or the Ancillary Agreements, each of the Purchaser and the Seller shall bear its own costs and expenses (including brokerage commissions, finders' fees or similar compensation, and legal fees and expenses) incurred in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

Section 4.7 Certain Payments or Instruments Received from Third Parties

To the extent that, after the Closing Date, the Seller receives any payment that is for the account of the Purchaser according to the terms of this Agreement or relates to the Business, the Seller shall hold such payment in trust for the Purchaser and promptly deliver such amount or instrument to the Purchaser. All amounts due and payable under this Section 4.7 shall be due and payable by the Seller to the Purchaser in the form received, or if payment in such form is not possible, in immediately available funds, by wire transfer to the account designated in writing by the Purchaser. Notwithstanding the foregoing, the Purchaser hereby undertakes to use commercially reasonable efforts to direct or forward all bills, invoices or like instruments to the appropriate party.

Section 4.8 Notification of Certain Matters

The Seller shall give written notice to the Purchaser and the Purchaser shall give written notice to the Seller, as applicable, promptly after becoming aware of (a) the occurrence of any event, which would be likely to cause any condition set forth in Article 5 to be unsatisfied in any material respect at any time from the date hereof to the Closing Date; or (b) any notice or other communication from (i) any Person alleging that the consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement; or (ii) any Government Entity in connection with any of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 4.8 shall not limit or otherwise affect the remedies available hereunder to the Seller or the Purchaser.

Section 4.9 Risk of Loss

Until the Closing, the Purchased Assets will remain at the risk of the Seller. If any material destruction or material damage occurs to the Business or the GGB Acquired Entities on or before the Closing or if any or all of the Purchased Assets or assets of the GGB Acquired Entities are appropriated, expropriated or seized by Government Entity or other lawful authority on or before the Closing, the Seller will give notice thereof to the Purchaser as promptly as practical and the Purchaser will have the option, exercisable by notice to the Seller on or before the Closing to reduce the Purchase Price by an amount equal to the fair market value of the assets materially destroyed damaged, appropriated, expropriated or seized less the proceeds of insurance or compensation actually received by the GGB Acquired Entities with respect thereto, and to complete the purchase or to terminate this Agreement.

Section 4.10 Ordinary Course

(1) The Seller covenants that, from the date ~~of this Agreement~~ hereof until Closing, subject to any limitation imposed by the Approval and Vesting Order, and except: (i) as otherwise contemplated by this Agreement or the CCAA Proceedings, (ii) as consented to in writing by the Purchaser, (~~iii~~hi) as required by applicable Law, (iv) as it relates solely to Excluded Subsidiaries~~;~~ , (v) in the Ordinary Course of business and on an arm's length basis~~;~~ , and (vi) ~~with respect to the Florida Sale, in which case the applicable entities shall constitute Excluded Subsidiaries; and (vii)~~ as may be reasonably required in the context of the COVID-19 pandemic and the corresponding "states of emergency" and similar Orders by local, state and Federal Governmental Entities in certain jurisdictions in which the Business is conducted or the assets~~-~~, properties and undertaking of the GGB Acquired Entities are located, the Seller will:

(a) carry on or maintain the status quo with respect to the Business in the Ordinary Course and consistent with past practice (subject to the Approval and Vesting Order), and use commercially reasonable efforts to maintain, preserve, insure and protect the Business and the assets of the GGB Acquired Entities in the condition in which they ~~exist on the date hereof; and~~existed as of May 19, 2020;

(b) regularly and promptly report and collaborate with the Purchaser on obtaining the Cannabis Licenses, authorizations and/or exemptions contemplated by Section 5.3(i);

(c) ~~(b)provide regular reporting on the operations of the Business and~~ not settle any litigation to which any of the GGB Acquired Entities ~~to~~ are a party or any of their assets are subject without the Purchaser~~.~~'s consent; and

(d) not take any action or enter into any contract or lease that would be required to be listed in the schedules contemplated by Section 4.11 or materially amend or terminate (or fail to renew) any such contract or lease and not to initiate any actions, applications, complaints, claims, suits or proceedings, judicial or administrative that would be required to be listed in the schedules contemplated by Section 4.11;

Section 4.11 Schedules

The Seller agrees to use commercially reasonable efforts to provide the following schedules to the satisfaction of the Purchaser, acting reasonably, by no later than five (5) days prior to the Closing Date:

~~(1)~~(1) Schedule ~~1.1(381~~ 1.1(38) - Intellectual Property - All intellectual property owned or used by or licensed to the GGB Acquired Entities_of any nature and kind including all domestic and foreign trade-marks, business names, trade names, domain names, trading styles, patents, trade secrets, confidential information, software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations and chemistries, processes and processing methods, technology and techniques and know-how, including the name **"Green Growth Brands".**

(2) Schedule 1.1(441 - Litigation - With respect to the GGB Acquired Entities and/or the

Business, all material actions, applications, complaints, claims, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of any GGB Acquired Entity or the Seller) by or against or affecting any GGB Acquired Entity in, at law or in equity, or before or by any court or other Government Entity, domestic or foreign.

(3) Schedule 1.1(45)~~—~~-Material Contracts - All current material contracts entered into by or binding on any of the GGB Acquired Entities.

(4) Schedule 1.1(41) - Leases - All current leases for real property entered into by or binding on any of the GGB Acquired Entities.

(5) Schedule 1.1(51) - Permitted Encumbrances - Liens affecting any of the the GGB Acquired Entities or their assets.

(6) Schedule 1.1(59) - Real Property - All real property owned by any of the GGB Acquired Entities.

Section 4.12 Designated Contracts

The Designated Contracts means any contracts of the Seller (other than any contracts of an Excluded Subsidiary), designated by Purchaser in writing to prior to the Closing Date (the **"Designated Contracts").**

Section 4.13 Access

Acquireco shall preserve and kept all Books and Records and all information relating to the accounting, business, and financial affairs that relate to the Seller for a period of five years after the Acquisition Date (or such longer period as Acquireco and the Seller may agree). During such period, Acquireco shall provide the Seller and the Monitor with reasonable access to any information in its possession or control relating to the Seller as the Seller or the Monitor may reasonably require to meet legal, regulatory, accounting and auditing requirements.

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ARTICLE 5 - CONDITIONS OF CLOSING

Section 5.1 Conditions to Each Party's Obligation

The Parties' obligation to effect the Closing is subject to the satisfaction or the express written waiver of the Parties, at or prior to the Closing, of each of the following conditions

(a) there shall be in effect no Law or Order prohibiting the consummation of the transactions contemplated hereby that has not been withdrawn or terminated;

(b) no action or proceeding shall be pending in any jurisdiction, and no Order or notice will have been made, issued or delivered by any Government Entity that would reasonably be expected to prevent or materially restrict the transactions contemplated by this Agreement; and

(c) the Approval and Vesting Order shall have been entered, in form and substance acceptable to the Purchaser and the Seller.

Section 5.2 Conditions to the Seller's Obligation

The Seller's obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Seller), at or prior to the Closing, of each of the following additional conditions:

(a) except for any failure to be true and correct that has not had a material adverse effect on the ability of the Purchaser to consummate the transactions contemplated by this Agreement, each representation and warranty contained in Section 3.1 shall be true and correct (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date. The Seller shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;

(b) the covenants, obligations, and agreements contained in this Agreement to be complied with by the Purchaser on or before the Closing shall have been complied with in all material respects. The Seller shall have received a certificate of Purchaser to such effect signed by a duly authorized officer thereof; and

(c) each of the deliveries required to be made to the Seller pursuant to Article 6 shall have been so delivered.

Section 5.3 Conditions to Purchaser's Obligation

The Purchaser's obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Purchaser), at or prior to the Closing, of each of the following additional conditions:

(a) except for any failure to be true and correct that has not had a material adverse effect on the Business, each representation and warranty contained in Section 3.2 shall be true and correct (i) as if restated on and as of the Closing Date; or (ii) if made as of a date specified therein, as of such date. The Purchaser shall have received a certificate of the Seller to such effect signed by a duly authorized officer thereof;

(b) the covenants, obligations and agreements contained in this Agreement to be complied with by the Seller on or before the Closing shall have been complied with in all material respects. The Purchaser shall have received a certificate of the Seller to such effect signed by a duly authorized officer thereof;

(c) each of the deliveries required to be made to the Purchaser pursuant to Article 6 shall have been so delivered;

(d) the Seller shall have obtained the Initial Order and SISP Order;

(e) the SISP Order will provide for a court order charge ranking after the DIP Facility which secures the amounts payable to the Purchaser pursuant to Section 7.3;

(f) the Seller shall have acquired from GGB Canada 100% of the equity in the Excluded Subsidiaries;

(g) the Seller shall have provided the Purchaser, by no later than August 13, 2020, with drafts of all motion materials that they intend to file with the Court in support of the motion for the Approval and Vesting Order;

(h) the Priority Claims shall not exceed $50,000, excluding

(i) the Administration Charge and the Interim Financing Charge (as such terms are defined in the Initial Order); and

(ii) the Assumed Liabilities set out in Section 2.2(3)(a) through Section 2.2(3)(d); and

(i) The Cannabis Licenses, authorizations and/or exemptions required to be obtained in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

Section 5.4 Waiver of Conditions

Either Party may waive, in whole or in part, at any time by notice in writing to the other Party, any condition in Section 5.2 or Section 5.3 that is for its benefit. No waiver by a Party of any condition, in whole or in part, will operate as a waiver of any other condition or of that Party's rights of termination in the event of non-fulfilment of any other condition, in whole or in part.

ARTICLE 6 - CLOSING ARRANGEMENTS

Section 6.1 Date, Place and Time of Closing

The completion of the Purchase and the assumption of the Assumed Liabilities (the **"Closing")** shall take place at the offices of McMillan LLP, 181 Bay Street, Toronto, Ontario, commencing at 10:00 a.m. local time on a mutually agreed upon date (which date shall be no later than two Business Days after the day upon which all of the conditions set forth under Article 5 (other than conditions to be satisfied at the Closing, but subject to the waiver or fulfillment of those conditions) have been satisfied or, if permissible, waived by the Seller and/or the Purchaser (as applicable), or at such other place and on such other date and at such other time as shall be mutually agreed upon in writing by the Purchaser and the Seller (the day on which the Closing takes place being the **"Closing Date").** Legal title, equitable title and risk of loss with respect to the Purchased Assets will transfer to the Purchaser, and the Assumed Liabilities will be assumed by the Purchaser at the Closing.

Section 6.2 Actions and Deliveries at Closing

At the Closing:

(a) the Purchaser shall satisfy the Purchase Price in accordance with Section 2.6 of this Agreement;

(b) the Purchaser shall deliver to Seller an executed assignment and assumption agreement in form and substance satisfactory to the Seller acting reasonably, evidencing the assignment by the Seller and assumption by the Purchaser of the Purchased Assets and Assumed Liabilities;

(c) either (i) the Purchaser shall deliver to Seller evidence of a novated loan agreement in respect of the GAOC Note, in form and substance acceptable to (A) the Seller acting reasonably and (B) the holder thereof on the basis agreed with All Js, duly executed by the holder thereof and the Purchaser or (ii) the GAOC Note shall have been assumed on the basis agreed by the holders thereof with All Js and the Approval and Vesting Order or other order of the Court shall provide, in either case that the Seller is forever released from all obligations under such note and related security;

~~(d) either (i) the Purchaser shall deliver to Seller evidence of a novated loan agreement in respect of the Spring Oaks Notes, in form and substance acceptable to (A) the Seller acting reasonably and (B) the holder(s) thereof on the basis agreed with All Js, duly executed by the holder(s) thereof and the Purchaser or (ii) the Spring Oaks Notes shall have been paid in full or otherwise satisfied on the basis agreed by the holders thereof with All Js and the Approval and Vesting Order or other order of the Court shall provide, in either case that the Seller is forever released from all obligations under such notes and relates security;~~

(d) ~~(e)~~the Purchaser shall direct title to the Purchased Assets to Acquireco;

(e) ~~(f)~~the Seller, the Purchaser and Acquireco shall deliver duly executed copies of and enter into the Transaction Documents to which it is contemplated that they will be parties, respectively;

(f) ~~(g)~~the Purchaser shall deliver the officer's certificates required to be delivered pursuant to Section 5.2(a) and Section 5.2(b);

(g) ~~(h)~~the Seller shall deliver the officer's certificates required to be delivered pursuant to Section 5.3(a) and Section 5.3(b);

(h) ~~(i)~~the Seller shall deliver a copy of the Approval and Vesting Order; and

(i) ~~(j)~~each Party shall deliver, or cause to be delivered, to the other any other documents reasonably requested by such other Party in order to effect, or evidence the consummation of, the transactions contemplated herein or otherwise provided for under this Agreement, provided however that all material physical or electronic deliveries required hereunder to be made by the Seller shall be at the

Purchaser's expense.

Section 6.3 Delivery of the Monitor's Certificate

When the conditions set out in Article 5 have been satisfied or waived, the Monitor will deliver an executed copy of the Monitor's Certificate to the Purchaser and Acquireco. Upon such delivery, the Closing will be deemed to have occurred. The Monitor will file a copy of the Monitor's Certificate with the Court and provide evidence of such filing to the Purchaser and Acquireco.

Section 6.4 Acknowledgement

The Seller acknowledges that the costs and expenses (including legal fees) incurred by the Purchaser in connection with the transactions contemplated by this Agreement constitute costs and expenses incurred in connection with the enforcement and/or preservation of its rights under the Credit Documents.

Section 6.5 Offers

(1) ~~Prior to the Phase II Bid Deadline, as defined in the SISP~~Within fifteen (15) Business Days of the granting of the Approval and Vesting Order, the Purchaser shall identify in writing to the Seller, the employees of the Seller to whom it intends to make an offer of employment and the terms of such offer. Prior to the Closing and effective as of the Closing Date and conditional on Closing, shall make such offers. For greater certainty, nothing herein will prevent the Purchaser from including in the offers of employment an acknowledgement of new employment and that the employee's years of service with the Seller will be recognized for statutory purposes only.

(2) The Seller acknowledges and agrees that: (i) the Seller makes no representation or warranty that any of the foregoing employees will accept employment with the Purchaser; and (ii) the acceptance by employees of offers of employment with the Purchaser shall not constitute a condition to the Purchaser's obligation to complete the transactions contemplated by this Agreement.

Section 6.6 Regulatory Approval and Cannabis Licenses

No later than ~~five~~ thirty (~~5~~30) ~~Business Days~~ days after entry of the Approval and Vesting Order approving this Agreement, or such later day as may be agreed between the Seller and the Purchaser, the Purchaser shall file and shall cause its shareholders to file all registrations, declarations, filings, applications, petitions, background checks and other documents as may be necessary, proper or advisable for the Purchaser to obtain any required orders, authorizations or approvals with respect to the Cannabis Licenses for the transactions contemplated by this Agreement. The Purchaser shall be solely responsible for any and all costs and expenses incurred in obtaining such approvals. The Seller shall cooperate with the Purchaser in pursuing such regulatory approvals and shall provide such information as the Purchaser may require or deem appropriate, in connection therewith.

ARTICLE 7 - TERMINATION

Section 7.1 Termination Rights

This Agreement may be terminated at any time prior to the Closing (or in the case of clause (c) below, within the time period prescribed therein):

(a) by the Purchaser if the DIP Facility is terminated or there is a material breach of representation or warranty thereunder by the Seller that constitutes an Event of Default under the terms of the DIP Facility;

(b) by mutual written consent of the Seller and the Purchaser;

(c) by the Purchaser as described in Section 4.9;

(d) by either Party, upon written notice to the other:

(i) in the event of a material breach by such other Party of such other Party's representations, warranties, agreements or covenants set forth in this Agreement, which breach (A) would result in a failure of the conditions to Closing set forth in Section 5.2 or Section 5.3, as applicable; and (B) is not cured within seven (7) days from receipt of a written notice from the non-breaching Party;

(ii) if a Government Entity issues an Order prohibiting the transactions contemplated hereby;

(e) upon the approval of a Successful Bid (other than the bid represented by this Agreement) in an Approval Motion, as defined in and pursuant to the SISP; or

(f) if the Closing does not take place by the date which is 120 days ~~of~~ from the date of ~~SISP~~ the Approval and Vesting Order (such date the **"Outside Date");**

provided, however, that (i) the right to terminate this Agreement pursuant to Section 7.1(d) or Section 7.1(f) shall not be available to any Party whose breach hereof has been the principal cause of, or has directly resulted in, the event or condition purportedly giving rise to a right to terminate this Agreement under such clauses and (ii) in the event any required orders, authorizations or approvals with respect to the Cannabis Licenses for the transactions contemplated by this Agreement have not yet been obtained by the Outside Date, the Outside Date and any termination right available to any Party in connection therewith will be extended by a period of ~~30~~ 60 days and thereafter may be further extended by mutual written consent of the Seller and the Purchaser.

Section 7.2 Effect of Exercise of Termination Rights

If this Agreement is terminated pursuant to Section 7.1, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further Liability of any Party to the other except for the provisions of Section 1.1 (Definitions), Section 1.2 (Rules of Interpretation), Section 3.1(f) (No Brokers), Section 4.4 (Public Announcements), Section 4.6 (Transaction Expenses), Section 7.2 (Effect of Exercise of Termination Rights), Section 7.3 (Break Fee and Expense Reimbursement) Section 8.3 (Remedies), Section 8.4 (No Third-Party

Beneficiaries), Section 8.6 (Successors and Assigns), Section 8.7 (Governing Law; Submission to Jurisdiction), Section 8.8 (Notices), and Section 8.13 (Entire Agreement).

Section 7.3 Break Fee and Expense Reimbursement

This Agreement is subject to other offers presented in accordance with the SISP. Upon the closing of a Successful Bid under the SISP, other than the bid represented by this Agreement, (i) the Seller shall pay to All Js a break fee in the amount of $2,000,000, of which 25% will be for the account of Green Ops Group ~~LLC~~EEC; and (ii) the Seller shall reimburse All Js its actual fees, expenses and disbursements relating to the preparation and execution of this Agreement to a maximum of $150,000 in the aggregate.

ARTICLE 8 - MISCELLANEOUS

Section 8.1 No Survival of Representations and Warranties or Covenants

(1) No representations or warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date unless expressly provided for herein or therein.

(2) With respect to Claims against the Seller or the Purchaser, no Claim of any nature whatsoever for breach of representations or warranties hereunder may be made, or Action instituted with respect thereto, after the Closing Date.

(3) Notwithstanding the foregoing, the covenants and agreements that by their terms are to be satisfied after the Closing Date shall survive until satisfied in accordance with their terms.

Section 8.2 Purchaser Disclosure Supplements

From time to time prior to the Closing, the Purchaser shall have the right to supplement or amend the Schedules hereto with respect to any matter that, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in the respective Schedules. The Schedules shall be deemed amended by all such supplements and amendments for all purposes.

Section 8.3 Remedies

No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any Party will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege.

Section 8.4 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.5 Consent to Amendments; Waivers

No Party shall be deemed to have waived any provision of this Agreement or any of the other Transaction Documents unless such waiver is in writing, and then such waiver shall be limited to the circumstances set forth in such written waiver. This Agreement and the ancillary documents shall not be amended, altered or qualified except by an instrument in writing signed by all the Parties hereto or thereto, as the case may be.

Section 8.6 Successors and Assigns

Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements set forth in the Transaction Documents by or on behalf of the Parties thereto will be binding upon and inure to the benefit of such Parties and their respective successors and permitted assigns. This Agreement and any of the rights, interests or obligations hereunder may be assigned by the Purchaser without the prior written consent of the Seller, including to Acquireco, which may participate in the Purchase on its own behalf or through a subsidiary in which case any references to Acquireco in this Agreement shall be to its subsidiary, and including where such assignment is made to an Affiliate of the Purchaser or to any other Third Party capable of fulfilling the transaction contemplated hereunder.

Section 8.7 Governing Law; Submission to Jurisdiction

(1) Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any Parties, shall be governed exclusively by the Laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to the rules of conflict of laws applied therein or any other jurisdiction.

(2) To the fullest extent permitted by applicable Law, each Party (i) agrees that any Claim, Action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the Court; (ii) agrees to submit to the nonexclusive jurisdiction of the Court for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby; (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a Court or any Claim that any such Action brought in such a Court has been brought in an inconvenient forum; (iv) agrees that mailing of process or other papers in connection with any such Action or proceeding in the manner provided in Section 8.8 or any other manner as may be permitted by Law shall be valid and sufficient service thereof; and (v) agrees that a judgment in any such Action or proceeding, once finally determined, settled or adjudicated, and all rights to appeal, if any, have been exhausted or have expired, shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Section 8.8 Notices

All demands, notices, communications and reports provided for in this Agreement shall be deemed given if in writing and delivered, if sent by electronic mail, courier or sent by reputable overnight courier service (delivery charges prepaid) to any Party at the address specified below, or at such other address, to the attention of such other Person, and with such other copy, as the recipient Party has specified by prior written notice to the sending Party pursuant to the provisions of this Section 8.8.

If to All Js, to:

All Js Greenspace LLC 4300 East 5th Avenue Columbus, Ohio 43215

Attention: Ben Kraner
Email: ben.kraner@spggroup.com

With a copy to legal counsel to All Js (which shall not constitute notice):

McMillan LLP
181 Bay Street, Suite 440
Toronto, ON M5 J 2T3

Attention : Wael Rostom Email: wael.rostom@mcmillan.ca

If to CTA, to

Capital Transfer Agency, ULC 390 Bay St. Suite 920 Toronto, ON M5H 2Y2

Attention: Sarah Morrison

Email: SMorrison@capitaltransferagency.com

With a copy to legal counsel to CTA (which shall not constitute notice):

KMB Law
900-3 Robert Speck Parkway Mississauga, Ontario L4Z2G5

Attention: Wojtek Jaskiewicz Email: wjaskiewicz@kmblaw.com

If to the Seller, to:

Green Growth Brands Inc.
4300 East Fifth Ave.
Columbus, Ohio 43219

Attention: Kent Kiffner
Email: kkiffner@greengrowthbrands.com

With a copy to legal counsel of the Seller (which shall not constitute notice):

Stikeman Elliott LLP 199 Bay Street, Suite 5300
Toronto, Ontario M5L1B9

Attention: Michael Burkett
Email: mburkett@stikeman.com

And a copy to the Monitor:

Ernst & Young Inc.
100 Adelaide Street W, PO Box 1
Toronto, Ontario M5H 0B3

Attention: Sharon Hamilton Email:
sharon.s.hamilton@ca.ev.com

(1) Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by electronic mail, or on the calendar day after deposit with a reputable overnight courier service, as applicable.

Section 8.9 Schedules

The Schedules attached hereto constitute a part of this Agreement and are incorporated into this Agreement for all purposes as if fully set forth herein.

Section 8.10 Counterparts

The Parties may execute and deliver this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), including scanned PDF document, with the same effect as if all Parties had executed and delivered the same copy, each of which will be deemed an original and all of which together will constitute one and the same instrument.

Section 8.11 No Presumption

The Parties agree that this Agreement was negotiated fairly among them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that such Party drafted or was more responsible for drafting the provisions.

Section 8.12 Severability

If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any jurisdiction, (i) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances; and (ii) as for any other jurisdiction, any provision of this Agreement, shall not be affected and shall remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement or to carry out the intent of this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated or carried out as originally contemplated to the greatest extent legally possible including in such jurisdiction.

Section 8.13 Entire Agreement

The Transaction Documents set forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by the Transaction Documents, and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated. In the event of any irreconcilable conflict between this Agreement and any of the other Transaction Documents, the provisions of this Agreement shall prevail, regardless of the fact that certain Ancillary Agreements may be subject to different governing Laws (unless the other Transaction Documents expressly provides otherwise).

[~~SIGNATURE~~ SIGNA TURK PAGE FOLLOWS]

The Parties have executed this Acquisition Agreement.

~~-33 -~~
Execution Copy

~~RaitcumofC. Mefakerlll~~ By: ________________

GREEN GROWTH BRANDS INC.

Name:~~**Raymond C. Whitaker** III~~
Title:~~**interim Chief Executive Officer**~~

ALL JS GREENSPACE ~~LLC~~EEC

~~By:~~ ____
Name:
Title:

CAPITAL TRANSFER AGENCY ULC, solely in its capacity as Debenture Trustee

~~By:~~ ________
~~Name:~~

~~Title:~~

Name:
Title:
~~Name:~~
~~Title:~~

~~**ALL JS GREENSPACE LLC**~~

~~**ALL JS GREENSPACE LLC**~~

~~By:~~

~~Name: Ben Kraner~~

~~Title: Manager~~

~~**CAPITAL TRANSFER AGENCY ULC,**~~
~~**solely in its capacity as Debenture Trustee**~~

~~Name:~~

~~Title:~~

Schedule 1.1(17) - Cannabis Licenses

Spring Oaks Greenhouses, Inc.	Vertical MMTC	N/A	On or about April 19, 2021	Cultivation, production, and medical sale
Just Healthy LLC	Provisional Certificate of Registration	Northampton, MA	N/A	Dispensary, cultivation and processing site, and up to three medical dispensaries with preferred treatment for future adult use
Just Healthy LLC	Provisional Adult-Use Dispensary	Northampton, MA	N/A	Adult-Use Dispensary
Just Healthy LLC	Provisional Adult-Use Cultivation	Northampton, MA	N/A	Adult-Use Cultivation
Just Healthy LLC	Provisional Adult-Use Production	Northampton, MA	N/A	Adult-Use Production
Wellness Orchards of Nevada LLC	Medical Cultivation License No. 06113068616119421027	Pahrump	6/30/20	Cultivation
Wellness Orchards of Nevada LLC	Adult Use / Cultivation License No. 75650075113718192894	Pahrump	6/30/20	Cultivation
Nevada Organic Remedies LLC	Adult Use Dispensary License No. 02441426022755352l200	Las Vegas Municipal approval	6/30/20	Retail
Nevada Organic Remedies LLC	Medical Dispensary ~~License No.~~	Las Vegas Municipal ~~approval~~	6/30/20	Medical

	License No. 5126622280728 8437193	approval		
Nevada Organic~~Remedies LLC~~ Remedies LLC	Adult Use / Cultivation ~~License No. 8953746173774 2132623~~ License No. 8953746173774 2132623	Las Vegas ~~Municipal approval~~ Municipal approval	6/30/20	Cultivation
Nevada Organic~~Remedies LLC~~ Remedies LLC	Distribution ~~License No. 6695618507461 6370216~~ License No. 6695618507461 6370216	Las Vegas ~~Municipal approval~~ Municipal approval	6/30/20	Distribution
Nevada Organic~~Remedies LLC~~ Remedies LLC	Medical Cultivation ~~License No. 8824205465630 0627601~~ License No. 8824205465630 0627601	Las Vegas ~~Municipal approval~~ Municipal approval	6/30/20	Cultivation
Nevada Organic~~Remedies LLC~~ Remedies LLC	Medical Production ~~License No. 7279295147878 0009507~~ License No. 7279295147878 0009507	Las Vegas ~~Municipal approval~~ Municipal approval	6/30/20	Production
Nevada Organic~~Remedies LLC~~ Remedies LLC	Adult Use Production ~~License No. 8885321098674 3836974~~ License No. 8885321098674 3836974	Las Vegas ~~Municipal approval~~ Municipal approval	6/30/20	Production
Nevada Organic~~Remedies LLC~~	Provisional Adult Use~~Dispensary~~ ~~RD215~~	Clark County~~, NV~~	12/5/20	Retail

- 3

	RD218			
Nevada Organic Remedies LLC	Provisional Adult Use Dispensary RD219	Reno, NV	12/5/20	Retail
Nevada Organic Remedies LLC	Provisional Adult Use Dispensary RD221	Nye County, NV	12/5/20	Retail
Nevada Organic Remedies LLC	Provisional Adult Use Dispensary RD222	Carson City, NV	12/5/20	Retail
Henderson Organic Remedies LLC	Medical Dispensary License No. 30554192662175908311	Henderson Municipal approval	6/30/20	Medical
Henderson Organic Remedies LLC	Adult-Use Dispensary License No. 59287610826909824091	Henderson Municipal approval	6/30/20	Retail

Schedule 1.1(39) - Intellectual Property

To be provided.

Schedule 1.1(41) - Leases

To be provided.

Schedule 1.1(44) - Litigation

To be provided.

Schedule 1.1(45) - Material Contracts

To be provided.

To be provided.

Schedule 1.1(63) - Real Property

To be provided.

100% of the equity in GGB Canada Inc. and Xanthic Biopharma Limited.

All intercompany indebtedness owed by the GGB Acquired Entities to the Seller.

Schedule 3.2(c) - GGB Acquired Entity

Summary Report	
Title	**compareDocs Comparison Results**
Date & Time	8/10/2020 2:03:25 PM
Comparison Time	7.80 seconds
compareDocs version	v4.3.601.12

Sources	
Original Document	GGB Acquisition Agreement May 19 2020 (Executed) (005).pdf
Modified Document	GGB - Amended and Restated Acquisition Agreement (Execution Copy).pdf

Comparison Statistics	
Insertions	149
Deletions	111
Changes	51
Moves	8
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	319

Word Rendering Set Markup Options	
Name	Standard
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	Formatting
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	False
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

TAB J

This is
EXHIBIT "J"
referred to in the affidavit of
RAYMOND C. WHITAKER III
dated August 10, 2020

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

AMENDING AGREEMENT

Amending Agreement dated August 10, 2020 among Green Growth Brands Inc. (the "**Borrower**"), the guarantors indicated on the signature pages hereto (collectively, the "**Guarantors**") and All Js Greenspace LLC, the Lender.

RECITALS:

(a) The Borrower, the Guarantors and the Lender entered into a DIP interim financing term sheet agreement dated as of May 20, 2020 (the "**Term Sheet**"); and

(b) The parties hereto wish to amend certain terms of the Term Sheet on the terms and conditions set forth in this Amending Agreement.

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Defined Terms.

Capitalized terms used in this Amending Agreement and not otherwise defined have the meanings specified in the Term Sheet.

Section 2 Headings.

Section headings in this Amending Agreement are included for convenience of reference only and shall not constitute a part of this Amending Agreement for any other purpose.

Section 3 Amendments to Term Sheet.

Upon issuance of the Approval and Vesting Order (as defined in that certain amended and restated acquisition agreement dated August 10, 2020 among the Borrower, the Lender and Capital Transfer Agency ULC) in form and substance acceptable to the Lender, acting reasonably:

(1) Section 4 of the Term Sheet is amended by replacing the amount of "US$7,200,000" with "US$7,800,000".

(2) Section 8 of the Term Sheet is amended by deleting paragraph (e) and substituting it with the following:

"December 31, 2020".

Section 4 Reference to and Effect on the Term Sheet and Loan Documents.

(1) Upon this Amending Agreement becoming effective, each reference in the Term Sheet to "this Term Sheet" and each reference to the Term Sheet in the other Loan Documents shall mean and be a reference to the Term Sheet, as amended by this Amending Agreement. Except as specifically amended by this Amending Agreement, the Term Sheet shall remain in full force and effect.

(2) It is agreed and confirmed that after giving effect to this Amending Agreement that the Guarantee by each Guarantor remains a valid and enforceable obligation and the Security Documents as they relate to the Borrower secure, inter alia, the payment of all of the obligations of the Borrower including, without limitation, the obligations arising under the Term Sheet, as amended by the terms of this Amending Agreement.

Section 5 Governing Law.

This Amending Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 6 Counterparts.

This Amending Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, e-mail or other electronic means is as effective as a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement.

Green Growth Brands 4300
E. Fifth Avenue Columbus,
Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

GREEN GROWTH BRANDS INC., as Borrower

By:

____

Name: Raymond C. Whitaker III
Title: Authorized Signatory

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner
E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

XANTHIC BIOPHARMA LIMITED, as a Guarantor

By: ______________________________

Name: Tim Moore
Title: Authorized Representative

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker

E-mail:
rwhitaker@greengrowthbrands.com

GGB CANADA INC., as a Guarantor

By: ____________________________________

Name: Raymond C. Whitaker III
Title: Authorized Signatory

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

GGB HOLDCO INC., as a Guarantor

By: ________________________________

Name: Raymond C. Whitaker III
Title: Authorized Signatory

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

GGB GREEN HOLDINGS LLC, as a Guarantor

By:

____

Name: Raymond C. Whitaker III
Title: Authorized Signatory

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

GGB MASSACHUSETTS LLC, as a Guarantor

By: ______________________________

Name: Kent Kiffner
Title: Authorized Representative

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

GGB MASSACHUSETTS LAND LLC, as a Guarantor

By: ______________________________

Name: Kent Kiffner
Title: Authorized Representative

JUST HEALTHY, LLC, as a Guarantor

By: ______________________________

Name: Kent Kiffner
Title: Authorized Representative

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

GGB NEVADA LLC, as a Guarantor

By: ______________________________

Name: Raymond C. Whitaker III
Title: Authorized Signatory

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

GGB NEVADA LAND LLC, as a Guarantor

By:

____

Name: Raymond C. Whitaker III
Title: Authorized Signatory

GGB NEVADA PAHRUMP LLC, as a Guarantor

By: ______________________________

Name: Raymond C. Whitaker III
Title: Authorized Signatory

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

Email:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

NEVADA ORGANIC REMEDIES LLC, as a Guarantor

By:

____

Name: Raymond C. Whitaker III
Title: Authorized Signatory

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

HENDERSON ORGANIC REMEDIES LLC, as a Guarantor

By: ______________________________

Name: Raymond C. Whitaker III
Title: Authorized Signatory

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

WELLNESS ORCHARDS OF NEVADA LLC, as a Guarantor

By: ______________________________

Name: Raymond C. Whitaker III
Title: Authorized Signatory

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

SAHARA MERCHANTS LLC, as a Guarantor

By: ______________________________

Name: Raymond C. Whitaker III
Title: Authorized Signatory

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

XANTHIC BIOPHARMA US HOLD CO.,
as a Guarantor

By:

____

Name: Tim Moore

Title: Authorized Representative

Green Growth Brands
4300 E. Fifth Avenue
Columbus, Ohio 43219

Attention: Randy Whitaker
Kent Kiffner

E-mail:
rwhitaker@greengrowthbrands.com
kkiffner@greengrowthbrands.com

XANTHIC COLORADO LLC, as a Guarantor

By:

____

Name: Tim Moore

Title: Authorized Representative

ALL JS GREENSPACE LLC, as Lender

By: ______________________________

Name: Brenton E. Kraner
Title: Manager

4300 E. Fifth Avenue
Columbus, Ohio 43219

Attn: Brenton E. Kraner
Tod H. Friedman, Esq.

Email:
ben.kraner@spgroup.com
tod.friedman@spgroup.com

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

Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
Tel: (416) 869-5236
Email: ataylor@stikeman.com

Sanja Sopic LSO#: 66487P
Tel: (416) 869-6825
Email: ssopic@stikeman.com

Nicholas Avis LSO# 76781Q
Tel: (416) 869-5504
Email: navis@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicants

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 13TH
	)	
JUSTICE CONWAY	)	DAY OF AUGUST, 2020

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order (a) approving the sale transaction contemplated by the Amended and Restated Acquisition Agreement made as of August 10, 2020 (the "**Amended and Restated Stalking Horse APA**") between Green Growth Brands Inc. ("**GGB**"), All Js Greenspace LLC ("**All Js**") and Capital Transfer Agency, ULC ("**CTA**", and together with All Js, the "**Purchaser**"), and (b) vesting in a newly formed entity to be designated by the Purchaser ("**Acquireco**") all of GGB's right, title and interest in and to all of the Purchased Assets, proceeded on this day by way of video-conference due to the COVID-19 crisis.

ON READING the affidavit of Raymond C. Whitaker III sworn August 10, 2020 (the "**Fourth Whitaker Affidavit**") and the Exhibits thereto, the Third Report of Ernst & Young Inc., in its capacity as the Court-appointed Monitor (the "**Monitor**") dated August ●, 2020 (the "**Third Report**"), filed, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for All Js, and counsel for those other parties appearing as indicated on the counsel slip,

DEFINED TERMS

1. **THIS COURT ORDERS** that all capitalized terms used in this Order and not otherwise defined shall have the meanings ascribed to them in the Amended and Restated Stalking Horse APA or the Fourth Whitaker Affidavit, as applicable.

SERVICE

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

TERMINATION OF SISP

3. **THIS COURT ORDERS** that the SISP, approved by the SISP Order of this Court dated June 2, 2020 (the "**SISP Order**"), is hereby terminated.

APPROVAL OF THE TRANSACTION

4. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved and the execution by GGB of the Amended and Restated Stalking Horse APA and the entering into of the Transaction is hereby authorized, ratified and approved, with such minor amendments to the Amended and Restated Stalking Horse APA as the Applicants and the Purchaser may agree with the consent of the Monitor. The Applicants and the Purchaser are hereby authorized and directed to perform their obligations under the Amended and Restated Stalking Horse APA and any ancillary documents related thereto and to take all such additional steps and actions and to execute such additional documents as may be required by the Amended and Restated Stalking Horse APA or are necessary or desirable for completion of the Transaction and for the conveyance of the Purchased Assets to Acquireco**.**

VESTING OF THE PURCHASED ASSETS

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser and Acquireco substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of GGB'S right, title and interest in and to the Purchased Assets shall vest absolutely in Acquireco**,** free and clear of and from any and all ownership claims, security interests (whether contractual, statutory, or otherwise),

encumbrances, obligations, liabilities, claims, demands, guarantees, set off, hypothecs, mortgages, pledges, trusts, constructive trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, adverse claims or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by the Initial Order of this Court dated May 20, 2020 (the "**Initial Order**"); (b) any encumbrances or charges created by the Amended and Restated Initial Order of this Court dated June 2, 2020 (the "**Amended and Restated Initial Order**"); (c) any encumbrances or charges created by the SISP Order; and (d) all charges, security interests, hypothecs, mortgages, pledges, encumbrances, liens and charges, including those claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system in any province or territory in Canada or the Civil Code of Quebec (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. **THIS COURT ORDERS** that the Purchaser, Acquireco, and their shareholders, officers or directors, shall not be responsible for any liabilities or potential liabilities, whether known or unknown, existing, contingent or otherwise, of the Seller or the Excluded Subsidiaries other than the Assumed Liabilities; for greater certainty, the Purchaser, Acquireco and their shareholders, officers and directors shall have no liability or responsibility for (i) any Excluded Liabilities; or (ii) any liability or obligation of the Seller arising under or related to the Purchased Assets, including successor or vicarious liabilities of any kind or character, including any theory of successor or transferee liability, labour law, de facto merger or substantial continuity.

7. **THIS COURT ORDERS** that for purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after delivery of the Monitor's Certificate all Claims and Encumbrances (including those created by the Initial Order, the Amended and Restated Initial Order and the SISP Order) shall attach to the net proceeds from the sale of the Purchased

Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

PIPEDA

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Monitor and the Applicants are authorized and permitted to disclose and transfer to Acquireco all human resources and payroll information in the Applicants' records pertaining to the GGB Acquired Entities' past and current employees. Acquireco shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicants.

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

(a) the pendency of these proceedings;

(b) any assignment in bankruptcy or any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**") and any order issued pursuant to any such application;

(c) any application for a receivership order; or

(d) any provisions of any federal or provincial legislation,

the vesting of the Purchased Assets in Acquireco pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

11. **THIS COURT ORDERS** that the Applicants, the Monitor, the Purchaser and Acquireco may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

SCHEDULE "A"

FORM OF MONITOR'S CERTIFICATE

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

MONITOR'S CERTIFICATE

RECITALS

A. The Applicants obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated May 20, 2020 (the "**Initial Order**"), which was amended and restated through an Amended and Restated Initial Order dated June 2, 2020.

B. Ernst & Young Inc. (in such capacity, the "**Monitor**") was appointed as the Monitor of the Applicants in the CCAA proceedings pursuant to the Initial Order.

C. Pursuant to the Approval and Vesting Order of the Court granted August 13, 2020 (the "**Approval and Vesting Order**"), the Court approved the Amended and Restated Acquisition Agreement made as of August 10, 2020 (the "**Amended and Restated Stalking Horse APA**") between Green Growth Brands Inc. ("**GGB**"), All Js Greenspace LLC ("**All Js**") and Capital Transfer Agency, ULC ("**CTA**", and together with All Js, the "**Purchaser**"), providing for the vesting in Acquireco of all of GGB's right, title and interest in and to all of the Purchased Assets (as defined in the Amended and Restated Stalking Horse APA), which vesting is to be effective upon the delivery by the Monitor to the Purchaser and Acquireco of this Monitor's Certificate.

D. Unless otherwise indicated or defined herein, capitalized terms used in this Monitor's Certificate shall have the meanings given to them in the Approval and Vesting Order.

THE MONITOR CONFIRMS the following:

1. The Monitor has received written confirmation, in form and substance satisfactory to the Monitor, from the Purchaser and GGB that:

   a) all conditions to Closing set forth in the Amended and Restated Stalking Horse APA have been satisfied or waived;

   b) the Purchaser has satisfied the Purchase Price payable on the Closing Date pursuant to the Amended and Restated Stalking Horse APA; and

   c) the Transaction has been completed to the satisfaction of the Purchaser and GGB, respectively.

DATED at Toronto, Ontario this ______ day of ______________, 2020.

ERNST & YOUNG INC., solely in its capacity as Monitor of the Applicants and not in its personal capacity

Per: ____

Name:

Title:

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

APPROVAL AND VESTING ORDER

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Lawyers for the Applicants

TAB 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 13TH
	)	
JUSTICE CONWAY	)	DAY OF AUGUST, 2020

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

ORDER

(Re Approving DIP Amendment and Extending Stay Period)

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order approving certain amendments to the DIP Interim Financing Term Sheet Agreement between Green Growth Brands Inc. as borrower and the DIP Lender dated as of May 19, 2020, and extending the Stay Period (as defined below), proceeded on this day by way of video-conference due to the COVID-19 crisis.

ON READING the affidavit of Raymond C. Whitaker III sworn August 10, 2020 (the "**Fourth Whitaker Affidavit**"), and the Exhibits thereto, and the Third Report of the Monitor dated August ●, 2020 (the "**Third Report**"), filed, and on hearing the submissions of counsel for the Applicants, counsel for Ernst & Young Inc., in its capacity as the Court-appointed Monitor (the "**Monitor**"), counsel for All Js Greenspace LLC ("**All Js**"), and counsel for those other parties appearing as indicated on the counsel slip,

SERVICE

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

APPROVAL OF DIP AMENDMENT

2. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to enter into the DIP Amendment (as defined in the Fourth Whitaker Affidavit) in order to finance the Applicants' working capital requirements and other general corporate purposes during the extension of the Stay Period.

3. **THIS COURT ORDERS** that the DIP Charge referred to in paragraph 33 of the Amended and Restated Initial Order of this Court dated June 2, 2020 (the "**Amended and Restated Initial Order")** shall be increased to secure amounts advanced under the DIP Amendment, up to the maximum aggregate amount of US$7,800,000.

4. **THIS COURT ORDERS** that, for greater certainty, All Js, in its capacity as the DIP Lender, shall be entitled to the benefit of the DIP Lender's Charge referred to in paragraph 33 of the Amended and Restated Initial Order, in connection with the Applicants' obligations under the DIP Amendment, which DIP Lender's Charge has the priority set out in paragraphs 38 and 40 of the Amended and Restated Initial Order.

EXTENSION OF STAY PERIOD

5. **THIS COURT ORDERS** that the stay of proceedings referred to in the Amended and Restated Initial Order (the "**Stay Period**") is extended until December 18, 2020.

GENERAL

6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to

give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

____

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

ORDER
(Approving DIP Amendment and Extending Stay of Proceedings)

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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

MOTION RECORD RE SALE APPROVAL MOTION
(Returnable August 13, 2020)

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