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 OF THE APPLICANTS
(Re: CCAA Termination)
(Returnable May 19, 2021)

May 12, 2021

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Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

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Lawyers for the Applicants

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Tab 1

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Applicants

NOTICE OF MOTION
(Re: CCAA Termination)
(Returnable May 19, 2021)

Green Growth Brands Inc. ("**GGB**"), GGB Canada Inc., Green Growth Brands Realty Ltd. ("**GGB Realty**"), and Xanthic Biopharma Limited (collectively, the "**Applicants**") will make a motion to the Honourable Mr. Justice Hainey on Wednesday, May 19, 2021 at 10:00 a.m. ET, or as soon after that time as the motion can be heard by video conference via Zoom due to the COVID-19 crisis. The video conference 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: The motion is to be heard via video conference due to the ongoing COVID-19 pandemic. The video conference details can be found in Schedule "A" to this Notice of Motion.

THE MOTION IS FOR:

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

   (a) approving the Fifth Report of the Monitor dated March 20, 2021 (the "**Fifth Report**"), the Sixth Report of the Monitor, to be filed (the "**Sixth Report**"), and the activities of the Monitor as set out in the Fifth Report and the Sixth Report;

(b) approving the fees and disbursements of the Monitor and its counsel, as described in the Sixth Report, including the estimated fees and disbursements of the Monitor and its counsel through to the completion of the CCAA Proceedings (the "**Subsequent Fees and Disbursements**");

(c) authorizing GGB and GGB Realty to amalgamate and continue as one corporation under such legal name as GGB and GGB Realty deem appropriate (such corporation referred to herein as "**Amalgamated GGB**") pursuant to section 177(1) of the *Business Corporations Act* (Ontario) (the "**Amalgamation**");

(d) authorizing Amalgamated GGB, following the completion of the Amalgamation, to file an assignment in bankruptcy (the "**Bankruptcy Assignment**") pursuant to the *Bankruptcy and Insolvency Act*, and authorizing Ernst & Young Inc. ("**EY**") to act as trustee in bankruptcy (in such capacity, the "**Trustee**") in respect of the Bankruptcy Assignment;

(e) extending the Stay Period (as defined in the Amended and Restated Initial Order of the Honourable Mr. Justice McEwen dated June 2, 2020) to the date of the service of the Monitor's CCAA Termination Certificate; and

(f) discharging the Monitor and the Court-ordered charges and terminating the CCAA Proceedings upon the service of the Monitor's CCAA Termination Certificate.

THE GROUNDS FOR THE MOTION ARE:

Overview

1. Capitalized terms used in this Notice of Motion but not otherwise defined have the meaning ascribed to them in the Affidavit of Kent Kiffner sworn May 11, 2021 (the "**Third Kiffner Affidavit**");

2. The Applicants were part of a corporate group that grew, processed and sold cannabis in various jurisdictions in the United States;

3. On May 20, 2020, this Court granted the Initial Order under the CCAA in respect of the Applicants and appointed EY as Monitor of the Applicants;

4. On June 2, 2020, this Court granted (a) the Amended and Restated Initial Order that, among other things, expanded the Applicants' restructuring abilities, increased the DIP Lender's Charge and extended the Stay Period to and including August 15, 2020; and (b) the SISP Order that, among other things, approved the Applicants' sale and investment solicitation process and the Stalking Horse APA between GGB, as seller, and All Js and Capital Transfer Agency ULC, as purchasers (together, the "**Purchaser**");

5. On August 13, 2020, this Court granted (a) the Approval and Vesting Order that, among other things, approved the transaction contemplated by the Amended and Restated Stalking Horse APA (as modified by the Second Amended and Restated Stalking Horse APA, the "**Transaction**"); and (b) a Stay Extension Order that approved an amendment to the DIP Agreement and extended the Stay Period to and including December 18, 2020;

6. On December 16, 2020, GGB and the Purchaser entered into the Second Amended and Restated Stalking Horse APA to incorporate certain minor revisions intended to (a) facilitate an efficient ownership structure at closing and (b) extend the Outside Date by which the Second Amended and Restated Stalking Horse APA could be terminated to March 26, 2021, provided that if the transfer of the Cannabis Licenses was not completed before the Outside Date, the Outside Date would be extended by a period of 60 days;

7. On December 18, 2020, this Court granted an order that, among other things, approved an amendment to the DIP Agreement and extended the Stay Period to and including March 26, 2021;

8. On March 23, 2021, this Court granted an order that, among other things, approved an amendment to the DIP Agreement, increased the DIP Lender's Charge and extended the stay period to and including May 28, 2021;

Closing of the Transaction

9. GGB and the Monitor have been working diligently to satisfy the conditions to closing the Transaction contemplated by the Second Amended and Restated Stalking Horse APA;

10. Following the hearing of the Applicants' March 23, 2021, motion to extend the Stay Period, the Applicants received confirmation that the City of Las Vegas had granted the necessary

regulatory approval to transfer the Cannabis Licenses. This was the remaining material outstanding condition to the closing of the Transaction;

11. The Transaction successfully closed on March 31, 2021;

Termination of these CCAA Proceedings

12. GGB Canada and Xanthic Biopharma Limited were sold as part of the Transaction;

13. With the closing of the Transaction, the Applicants no longer have any operating assets or an active business;

14. The Applicants, in consultation with the Monitor, have decided that GGB and GGB Realty, which were not sold as part of the Transaction, should be wound-up, and that the most cost-effective and efficient way to do so is through the Amalgamation followed by the Bankruptcy Assignment;

15. The Amalgamation is intended to simplify and facilitate the Bankruptcy Assignment, and is expected to be completed quickly and inexpensively;

16. The proposed CCAA Termination Order authorizes GGB and GGB Realty to amalgamate under such legal name as they deem appropriate;

17. The proposed CCAA Termination Order provides that, following the completion of the Amalgamation and the payment of the fees and disbursements of the Monitor and its counsel as described in the Sixth Report, the Monitor shall serve the Monitor's CCAA Termination Certificate, at which time:

(a) the Administration Charge, the Director's Charge, the DIP Lender's Charge and the Bid Protections Charge (the "**Charges**") shall be terminated, discharged and released;

(b) the Monitor shall be discharged and released; and

(c) these CCAA proceedings shall be terminated;

18. The discharge of the Charges is appropriate because any and all amounts owing to the beneficiaries of the Charges have been satisfied or assumed following the closing of the Transaction;

19. The proposed CCAA Termination Order releases and discharges the Released Parties (being EY and its affiliates and officers, directors, partners, employees and agents) from any and all Released Claims (as such terms are defined in the proposed CCAA Termination Order);

Bankruptcy Assignment

20. Amalgamated GGB is expected to make the Bankruptcy Assignment following the service of the Monitor's CCAA Termination Certificate;

21. The proposed CCAA Termination Order authorizes EY to act as the Trustee of Amalgamated GGB for the purposes of the Bankruptcy Assignment;

22. All Js has agreed to fund the bankruptcy proceeding, provided that any unused funds are to be returned upon the completion of the administration of the bankruptcy proceeding;

Extension of the Stay Period

23. The Stay Period currently expires on May 28, 2021. The Applicants are seeking to extend the Stay Period to and including the date of the service of the Monitor's CCAA Termination Certificate;

24. The proposed extension to the Stay Period will be used to complete the Amalgamation;

25. The Applicants expect that the CCAA Proceedings will be terminated prior to May 28, 2021, but are seeking the extension of the Stay Period as a pre-cautionary measure in case additional time is necessary to complete the Amalgamation;

26. The Applicants have sufficient liquidity to meet their obligations during the proposed extension to the Stay Period;

27. The Applicants have acted and continue to act in good faith and with due diligence during these CCAA proceedings;

Approval of Activities and Fees

28. The Monitor has undertaken various activities pursuant to its mandate in these CCAA proceedings;

29. The Applicants are seeking to have the Monitor's activities approved by this Court;

30. The Monitor and its counsel are also seeking approval of their fees and disbursements, including the Subsequent Fees and Disbursements, as described in the Sixth Report;

Other Grounds

31. The provisions of the CCAA, including s. 11 and thereof;

32. The provisions of the *Business Corporations Act*, R.S.O. 1990, c B.16, including s. 177(1) thereof;

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

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

35. 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 Third Kiffner Affidavit and the exhibits attached thereto;

(b) The Fifth Report of the Monitor;

(c) The Sixth Report of the Monitor, to be filed; and

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

May 12, 2021

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Lawyers for the Applicants

Schedule "A"

Zoom Particulars
May 19, 2021 at 10:00 a.m. ET (Toronto)

Join Zoom Meeting
https://zoom.us/j/94678556836?pwd=M0NPNXV6eHZoQm5yY3ZWV2pMT0YzUT09

Meeting ID: 946 7855 6836
Passcode: 893568

One tap mobile
+15873281099,,94678556836#,,,,*893568# Canada
+16473744685,,94678556836#,,,,*893568# Canada

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Meeting ID: 946 7855 6836
Passcode: 893568

Find your local number: https://zoom.us/u/ael6MYtg03

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

NOTICE OF MOTION
(Re: CCAA Termination)
(Returnable May 19, 2021)

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Lawyers for the Applicants

Tab 2

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

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Applicants

AFFIDAVIT OF KENT KIFFNER
(Sworn May 11, 2021)

I, Kent Kiffner, of the City of Columbus, in the State of Ohio, **MAKE OATH AND SAY**:

1. I am General Counsel of the Applicant, Green Growth Brands Inc. ("**GGB**"). I have been General Counsel of GGB since July 2018. In this role, I provide legal advice to GGB in all areas of corporate law, including commercial contract drafting and negotiation, regulatory compliance, human resources, mergers and acquisitions, intellectual property, litigation, real property and leasing, banking, and public company governance. In addition, effective October 1, 2020, following the resignation of GGB's Interim Chief Executive Officer Raymond C. Whitaker III, GGB's board of directors authorized me to take on the role of Authorized Representative of GGB. As Authorized Representative of GGB, I have authority to prepare and execute any agreements, applications or documents on behalf of GGB and to take any necessary actions in connection with such agreements, applications or documents, as I deem necessary or advisable.

2. In my roles as General Counsel and Authorized Representative of GGB, 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

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directors, officers and/or employees of the GGB Group (as defined below), as necessary. Where I have relied upon information from others, I believe that 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 an order (the "**CCAA Termination Order**") substantially in the form of the draft order attached as Tab 3 of the Motion Record:

(a) approving the Fifth Report of the Monitor dated March 20, 2021 (the "**Fifth Report**"), the Sixth Report of the Monitor, to be filed (the **"Sixth Report**") and the activities of the Monitor as set out in the Fifth Report and the Sixth Report;

(b) approving the fees and disbursements of the Monitor and its counsel, as described in the Sixth Report, including the estimated fees and disbursements of the Monitor and its counsel through to the completion of the CCAA Proceedings (the "**Subsequent Fees and Disbursements**");

(c) authorizing GGB and Green Growth Brands Realty Ltd. ("**GGB Realty**") to amalgamate and continue as one corporation that retains the name GGB (such corporation referred to herein as "**Amalgamated GGB**") pursuant to section 177(1) of the *Business Corporations Act* (Ontario) (the "**Amalgamatio**n");

(d) authorizing Amalgamated GGB, following the completion of the Amalgamation, to file an assignment in bankruptcy (the "**Bankruptcy Assignment**") pursuant to the *Bankruptcy and Insolvency Act*, and authorizing Ernst & Young Inc. ("**EY**") to

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act as trustee in bankruptcy (in such capacity, the "**Trustee**") in respect of the Bankruptcy Assignment, as described below;

(e) extending the Stay Period (as defined in the Amended and Restated Initial Order of the Honourable Mr. Justice McEwen dated June 2, 2020) to the date of the service of the Monitor's CCAA Termination Certificate (as defined and described below); and

(f) discharging the Monitor and the Court-ordered charges and terminating the CCAA Proceedings upon the service of the Monitor's CCAA Termination Certificate.

PART 1 - UPDATE ON THE CCAA PROCEEDINGS

5. Reference is made to the affidavits of Raymond C. Whitaker III sworn May 19, 2020 (the "**Initial Affidavit**"), May 26, 2020, May 31, 2020, August 10, 2020 (the "**August 2020 Affidavit**") and my affidavits sworn December 17, 2020 (the "**First Kiffner Affidavit**") and March 19, 2021 (the "**Second Kiffner Affidavit**") filed in the CCAA Proceedings. Copies of the August 2020 Affidavit, the First Kiffner Affidavit and the Second Kiffner 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 August 2020 Affidavit.

6. The Applicants were part of a cannabis enterprise that was 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.

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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, which caused them to seek CCAA protection on May 20, 2020, pursuant to an initial order dated May 20, 2020 (the "**Initial Order**"). EY was appointed Monitor of the Applicants (the "**Monitor**") in the CCAA Proceedings. On May 29, 2020, this Court granted an 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 pursued 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 Lender's 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. On August 13, 2020, this Court granted an Approval and Vesting Order (the "**Approval and Vesting Order**") approving the transaction contemplated by the Amended and Restated Stalking Horse APA and vesting the Purchased Assets (as defined in the Amended and Restated Stalking Horse APA) in Acquireco, an entity to be incorporated by the Purchaser. The same day, this Court granted an order (the "**August Stay Extension Order**") approving an amendment to the DIP Agreement and extending the Stay Period to December 18, 2020.

10. On December 16, 2020, GGB and the Purchaser entered into the Second Amended and Restated Stalking Horse APA, which is summarized below. On December 18, 2020, this Court granted an Order approving the Second DIP Amendment and extending the Stay Period to March 26, 2021 (the "**Second DIP Amendment Order**").

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11. On March 23, 2021, this Court granted an Order approving the Third DIP Amendment and extending the Stay Period to May 28, 2021 (the "**Third DIP Amendment Order**").

12. Copies of the Amended and Restated Initial Order, the SISP Order, the Approval and Vesting Order, the August Stay Extension Order, the Second DIP Amendment Order and the Third DIP Amendment 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.

13. The Applicants' activities since the date of the Third DIP Amendment Order have consisted of (i) taking the remaining steps necessary to close the transaction contemplated by the Second Amended and Restated Stalking Horse APA (the "**Transaction**"), as described below, and (ii) taking steps to prepare for the Amalgamation and the Bankruptcy Assignment, as further outlined below.

PART 2 - CLOSING OF THE TRANSACTION

14. The terms of the Amended and Restated Stalking Horse APA, as amended through the Second Amended and Restated Stalking Horse APA, were previously described in the August 2020 Affidavit, the First Kiffner Affidavit, and the Second Kiffner Affidavit, and are briefly summarized again below.

15. Pursuant to the Second Amended and Restated Stalking Horse APA, which was structured as a credit bid, the Purchased Assets to be transferred on closing by GGB to Source Holding, an entity incorporated by the Purchaser, consisted of (i) 100% of the equity of GGB Canada and Xanthic Biopharma Limited, (ii) all intercompany indebtedness owed to GGB by the GGB Acquired Entities, (iii) the books and records of GGB, (iv) the Designated Contracts, (v) the intellectual property of GGB, and (vi) the cash held by GGB and the GGB Acquired Entities. At Closing, Source Holding was to assume the Assumed Liabilities, consisting of (i) the GAOC Note,

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(ii) the May Security Agreement, (iii) the Backstop Security Agreement, (iv) any proven Priority Claim that was not paid or cash collateralized on or before Closing, to the maximum amount of $50,000, (v) the Designated Contracts, and (vi) at the Purchaser's sole discretion, the Excess DIP Amount. The Purchaser elected for Source Holding to assume the portion of the Excess DIP Amount equal to the outstanding obligations under the DIP Facility exceeding $7,629,639.[1]

16. As previously described in the August 2020 Affidavit and the First Kiffner Affidavit, the Florida Subsidiaries were deemed Excluded Subsidiaries and did not form part of the Purchased Assets to be transferred to Source Holding. As described in the First Kiffner Affidavit, Green Ops took enforcement steps with respect to the cannabis licence held by Spring Oaks, one of the Florida Subsidiaries, by obtaining approval for the transfer of the cannabis licence from the State of Florida on December 15, 2020.

17. The conditions to the closing of the Second Amended and Restated Stalking Horse APA consisted of customary closing conditions, including the granting of the SISP Order and Approval and Vesting Order, and a condition that the regulatory approvals required for the transfer of the Cannabis Licenses to Source Holding be obtained.

18. As I noted in the Second Kiffner Affidavit, as of March 19, 2021, the material remaining outstanding condition to the closing of the Second Amended and Restated Stalking Horse APA related to an outstanding regulatory approval. Specifically, the required approval from the regulatory authority of the City of Las Vegas had not yet been obtained. The City of Las Vegas granted the required approval for the transfer of the Cannabis Licenses on March 22, 2021.

[1] All capitalized terms in this section are as defined in the Second Amended and Restated Stalking Horse APA.

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19. It was also a condition to the closing of the Second Amended and Restated Stalking Horse APA that GGB acquire 100% of the equity of the Excluded Subsidiaries, consisting of Green Growth Brands Realty Ltd., the CBD Subsidiaries, and the Florida Subsidiaries, from GGB Canada. GGB worked with its Canadian counsel, Stikeman Elliott LLP, and its US counsel to effect the necessary corporate reorganizations to meet this condition, and this process was completed on March 19, 2021. An updated corporate chart showing the current structure of the GGB Group is attached hereto as **Exhibit "D"**.

20. The Transaction closed on March 31, 2021. A copy of the Monitor's Certificate evidencing the closing is attached hereto as **Exhibit "E"**.

PART 3 - APPROVAL OF MONITOR'S FEES AND ACTIVITIES

21. The Monitor filed its Fifth Report in connection with the motion to obtain the Third DIP Amendment Order. I understand that the Monitor will be filing the Sixth Report in connection with the within motion seeking approval of its activities, which activities are detailed in the Fifth Report and the Sixth Report. The Applicants support the approval of the Monitor's activities that are described in the Fifth Report and the Sixth Report.

22. The Applicants further understand that the Monitor and the Monitor's counsel are seeking approval of their fees and disbursements**,** including the Subsequent Fees and Disbursements, and payment of same, as those fees and disbursements are described in the Sixth Report. The Applicants have reviewed theses fees and disbursements and support the approval of the same.

PART 4 - CCAA TERMINATION

23. Following the closing of the Transaction on March 31, 2021, GGB no longer has any operating assets or active business. As noted, 100% of the equity of GGB Canada and Xanthic Biopharma Limited was transferred to Source Holding on closing. The Applicants, in consultation

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with the Monitor, have decided that the other Applicants in the CCAA Proceedings, namely GGB and GGB Realty, should be wound-up.

24. The Applicants, in consultation with the Monitor, have determined that the most cost-effective and efficient way to wind-up GGB and GGB Realty is through the Amalgamation, followed by the Bankruptcy Assignment.

25. Amalgamating GGB and GGB Realty prior to the Bankruptcy Assignment will simplify and facilitate the Bankruptcy Assignment. I am advised by Canadian counsel to the Applicants that the Amalgamation does not require a shareholder vote and that it can be completed quickly. I am further advised that the Amalgamation is expected to be inexpensive. GGB has sufficient cash from the funds advanced through the Third DIP Amendment to cover the cost of the Amalgamation.

26. Following the Amalgamation, Amalgamated GGB will file the Bankruptcy Assignment. EY has agreed to act as Trustee of Amalgamated GGB's bankrupt estate. All Js has agreed to fund Amalgamated GGB's bankruptcy proceedings and has made arrangements with the Monitor to do so, provided that any unused funds are to be returned to All Js upon the completion of the administration of Amalgamated GGB's bankruptcy proceedings.

27. The Applicants are requesting that the Court grant the CCAA Termination Order, which authorizes them to implement the Amalgamation and file the Bankruptcy Assignment. It is anticipated that the Bankruptcy Assignment will occur immediately following the termination of the CCAA Proceedings.

28. The CCAA Termination Order provides that, following the completion of the Amalgamation and the payment of the fees and disbursements of the Monitor and its counsel as

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described in the Sixth Report, the Monitor shall serve the Monitor's CCAA Termination Certificate, at which time:

(a) the Administration Charge, the Director's Charge, the DIP Lender's Charge and the Bid Protection Charge (the "**Charges**") shall be terminated, discharged and released;

(b) the Monitor shall be discharged and released; and

(c) the CCAA Proceedings shall be terminated.

29. The discharge of the Charges is appropriate as any and all amounts owing to the beneficiaries of the Charges have been satisfied or assumed following the closing of the Transaction. Specifically:

(a) pursuant to the Second Amended and Restated Stalking Horse APA, the Purchase Price for the Purchased Assets was the total of (i) the Credit Bid Amount, which included all amounts secured by the DIP Lender's Charge, (ii) the Administration Amounts, consisting of the professional fees secured by the Administration Charge, and (iii) the dollar amount of the Assumed Liabilities (excluding the Administration Amounts). The Purchase Price was paid by the Purchaser on the closing of the Transaction;

(b) on closing, the Purchaser assumed and became responsible for the payment of any amounts secured by the D&O Charge, to the maximum amount of $50,000; and

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(c) no amounts are secured by the Bid Protection Charge, as the break fee and expense reimbursement never became payable due to the termination of the SISP and the approval of the Second Amended and Restated Stalking Horse APA.

30. The delivery of the Monitor's CCAA Termination Certificate triggers the release of claims against the Monitor relating to or arising out of or in respect of these CCAA Proceedings, except for any claim or liability arising from gross negligence or wilful misconduct. I believe that the release in favour of the Monitor is appropriate, as the Monitor has been a critical component of these CCAA Proceedings and has contributed significant value to the CCAA Proceedings.

PART 5 - STAY EXTENSION

31. The Stay Period currently expires on May 28, 2021. The Applicants are requesting an extension of the Stay Period through to the date of the service of the Monitor's CCAA Termination Certificate as a precautionary measure in case additional time is necessary to complete the Amalgamation. The Applicants expect that the Amalgamation can be completed and the CCAA Proceedings can be terminated before May 28, 2021.

32. I have been advised that the Monitor will be filing the Sixth Report, which I understand will include the Applicants' prepared cash flows, demonstrating that GGB has sufficient cash from the funds advanced through the Third DIP Amendment to cover the cost of the Amalgamation and professional fees to be incurred during the extension of the Stay Period.

33. 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 6 - CONCLUSION

34. In light of the closing of the Transaction and the completion of the remaining matters in the CCAA Proceedings, it is my belief that granting of the relief sought herein is appropriate as

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it will enable the orderly wind-up of the Applicants' remaining affairs and the termination of these CCAA Proceedings in a timely and efficient manner.

Sworn before me remotely by video conference by Kent Kiffner, stated as being in the City of Columbus, in the State of Ohio, United States of America, to the City of Toronto, in the Province of Ontario, Canada, on May 11, 2021, in accordance with O. Reg 431/20 *Administering Oath or Declaration Remotely*. DocuSigned by: Sanja Sopic E820930A2731482... **Commissioner for Taking Affidavits** Sanja Sopic	DocuSigned by: C40AF026DB88479... **Kent Kiffner**

This is
EXHIBIT "A"
referred to in the affidavit of
KENT KIFFNER
sworn May 11, 2021

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 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"**.

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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

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.

	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.

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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
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Sanja Sopic
Commissioner for Taking Affidavits

DocuSigned by:
Raymond C. Whitaker III
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RAYMOND C. WHITAKER III

This is
EXHIBIT "B"
referred to in the affidavit of
KENT KIFFNER
sworn May 11, 2021

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

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

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SUPERIOR COURT OF JUSTICE
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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

Applicants

AFFIDAVIT OF KENT KIFFNER
(Sworn December 17, 2020)

I, Kent Kiffner, of the City of Columbus, in the State of Ohio, **MAKE OATH AND SAY**:

1. I am General Counsel of the Applicant, Green Growth Brands Inc. ("**GGB**" or the "**Company**"). I have been General Counsel of GGB since July 2018. In this role, I provide legal advice to GGB in all areas of corporate law, including commercial contract drafting and negotiation, regulatory compliance, human resources, mergers & acquisitions, intellectual property, litigation, real property and leasing, banking, and public company governance. In addition, effective October 1, 2020, following the resignation of GGB's Interim Chief Executive Officer ("**CEO**") Raymond C. Whitaker III, which is described further below, GGB's board of directors has authorized me to take on the role of Authorized Representative of GGB. As Authorized Representative of GGB, I have authority to prepare and execute any agreements, applications or documents on behalf of GGB and to take any necessary actions in connection with such agreements, applications or documents, as I deem necessary or advisable.

2. In my roles as General Counsel and Authorized Representative of GGB, 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 defined below), as necessary. Where I have relied upon information from others, I believe that information to be true.

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

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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 order (the "**Stay Extension and DIP Amendment Order**") substantially in the form of the draft order attached as Tab 3 of the Motion Record, approving:

(i) a Second Amending Agreement to the DIP Agreement (as amended) dated December 16, 2020 (the "**Second DIP Amendment**"), which is further described herein;

(ii) a further extension of the Stay Period (as defined in the Amended and Restated Initial Order of the Honourable Mr. Justice McEwen dated June 2, 2020) to March 26, 2021;

(b) an order (the "**Fee and Activity Approval Order**") substantially in the form of the draft order attached as Tab 4 of the Motion Record, approving:

(i) the First Report of the Monitor dated May 26, 2020, the Second Report of the Monitor dated May 31, 2020, the Third Report of the Monitor dated August 10, 2020, the Fourth Report of the Monitor (the "**Fourth Report**"), to be filed (collectively, the "**Monitor's Reports**"), and the activities of the Monitor as set out in the Monitor's Reports; and

(ii) the fees and disbursements of the Monitor and its counsel, as described in the Fourth Report.

PART 1 - UPDATE ON THE CCAA PROCEEDINGS

5. Reference is made to the affidavits of Raymond C. Whitaker III sworn May 19, 2020 (the "**Initial Affidavit**"), May 26, 2020 (the "**Comeback Affidavit**"), May 31, 2020 (the "**Supplementary Comeback Affidavit**") and August 10, 2020 (the "**August 2020 Affidavit**") and filed in the CCAA Proceedings. Copies of the Comeback Affidavit, the Supplementary Comeback Affidavit and the August 2020 Affidavit (without exhibits) are attached hereto as **Exhibit "A"**,

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"B" and **"C"**, respectively. All capitalized terms not otherwise defined herein are as defined in the August 2020 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 an initial order dated May 20, 2020 (the "**Initial Order**"). Ernst & Young Inc. was appointed Monitor of the Applicants (the "**Monitor**") in the CCAA Proceedings. On May 29, 2020, this Court granted an 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 pursued 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 Lender's 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. On August 13, 2020, this Court granted an Approval and Vesting Order, approving the transaction contemplated by the Amended and Restated Stalking Horse APA (the "**Transaction**") and vesting the Purchased Assets (as defined in the Amended and Restated Stalking Horse APA) in Acquireco, an entity to be incorporated by the Purchaser. The same day, this Court granted an order (the "**August Stay Extension Order**"), approving an amendment to the DIP Agreement and extending the Stay Period to December 18, 2020.

10. Copies of the Amended and Restated Initial Order, the SISP Order, the Approval and Vesting Order and the August Stay Extension 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.

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11. Since the granting of the Approval and Vesting Order and the August Stay Extension Order on August 13, 2020, the Applicants have been working diligently to continue their business operations and take steps to close the Transaction, with the assistance and oversight of the Monitor. The Applicants' activities since the date of the Approval and Vesting Order have included:

(a) opening certain dispensary locations in Nevada, following the approval of the Settlement of the License Litigation by Nevada's Cannabis Compliance Board (the "**CCB**"), as described below;

(b) working to obtain the necessary regulatory approvals for the transfer of the Cannabis Licenses, as defined and contemplated by the Amended and Restated Stalking Horse APA, and as described below;

(c) affecting certain corporate reorganizations in anticipation of closing the Transaction, as described below;

(d) communicating with Green Ops Group LLC ("**Green Ops**") with respect to its foreclosure efforts, as described below;

(e) preparing a cash flow forecast for the extended period covered by the requested extension of the Stay Period; and

(f) negotiating the Second DIP Amendment, with the assistance and oversight of the Monitor.

Corporate Governance Matters

12. Effective October 1, 2020, GGB's Interim CEO Raymond Whitaker III resigned. In light of the progress of the CCAA Proceedings and the impending closing of the Amended and Restated Stalking Horse APA, GGB's board of directors decided not to name a new interim CEO. Instead, the board signed a resolution authorizing me to take on the role of Authorized Representative of GGB. In this role, I have the authority to prepare, execute and deliver any and all certificates, undertakings, applications, agreements, documents or writings on behalf of GGB and to do and

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perform, or cause to be done and performed, any and all such other acts as a I deem necessary in my absolute discretion to carry out the purposes and intent of the resolution.

Status of Green Ops Enforcement in Florida

13. As noted in the Initial Affidavit, one of the Applicants' lines of business relates to the cultivation, processing and production of products containing more than 0.3% tetrahydrocannabinol and the distribution of such 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**"). The MSO Business was carried out in Florida through certain of the Applicants' subsidiaries (the "**Florida Subsidiaries**"): GGB Florida LLC ("**GGB Florida**"), GGB Florida Land LLC ("**GGB Land**") and Spring Oaks Greenhouses, Inc. ("**Spring Oaks**"). On May 15, 2020, Green Ops, a company related to WMB Resources LLC, one of GGB's secured lenders, gave notice to Spring Oaks, GGB, GGB Florida and GGB Green Holdings LLC ("**GGB Green**") that the Spring Oaks Notes were in default. On May 19, 2020, GGB Florida, Spring Oaks and GGB Green entered into a forbearance agreement with Green Ops pursuant to which 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 payments.

14. On May 20, 2020, GGB received a signed copy of 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, including the shares of Spring Oaks and the leases, licences and intellectual property held by GGB Florida (the "**Florida Sale**").

15. As noted in the August 2020 Affidavit, the Florida Letter of Intent did not ultimately result in a transaction capable of completion, the Florida Sale did not take place, and the Forbearance Period expired on June 15, 2020. As further described in the August 2020 Affidavit, on June 26, 2020, Green Ops delivered a Notice of Acceleration (a) 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 (b) confirming that Green Ops intended to enforce on the certain collateral in which it held a security interest, including (i) the shares of GGB Florida, GGB Land and Spring Oaks, (ii) the property and assets of GGB Florida and Spring Oaks, and (iii) any cannabis licences held by GGB Green, GGB Florida

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and Spring Oaks. The Florida Subsidiaries, including Spring Oaks, were "Excluded Subsidiaries" for purposes of the Amended and Restated Stalking Horse APA, and do not form part of the Purchased Assets to be transferred to the Purchaser.

16. By late August 2020, Green Ops confirmed that it had begun enforcement steps with respect to the cannabis licence held by Spring Oaks by commencing the process to obtain approval for the transfer of the cannabis licence from the State of Florida. The transfer of the cannabis license was approved by the State of Florida on December 15, 2020.

Receivership of CBD Subsidiaries and Sale of CBD Business

17. As described in the Initial Affidavit, the GGB Group's business related to cannabidiol-infused consumer products (the "**CBD Business**") was severely and 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 April 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. As noted in the August 2020 Affidavit, on June 10, 2020, the Ohio Court granted an order in the receivership proceedings of the CBD Subsidiaries 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. In mid-November, the receiver and I reviewed the proofs of claim received in the receivership proceedings. I understand that no distributions will be made until early 2021. As noted in the August 2020 Affidavit, the Applicants will not receive any recovery from the proceeds of sale.

Operations in Nevada

19. Following approval of the Settlement of the License Litigation by the CCB, as described in the August 2020 Affidavit, GGB's subsidiary Nevada Organic Remedies LLC ("**NOR**") was able to accelerate the opening of its new dispensary location in Reno, Nevada, and complete the relocation of another dispensary location in Las Vegas, Nevada. On November 23, 2020, the governor of Nevada announced additional health and safety measures to fight the spread of COVID-19 in the state, including limiting capacity inside retail locations including dispensaries,

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and focussing on curbside pickup. The GGB Group's dispensary locations in Nevada continue to operate with minimal disruption.

PART 2 - STATUS OF THE TRANSACTION AND SECOND AMENDED AND RESTATED STALKING HORSE APA

20. Since the Approval and Vesting Order was granted, the Company and the Monitor have been working diligently to satisfy the conditions to closing the Transaction, with a view to completing the Transaction as quickly as possible.

21. The material remaining outstanding conditions to the closing of the Amended and Restated Stalking Horse APA relate to the regulatory approvals required for the transfer of the Cannabis Licenses in Nevada and Massachusetts.

22. The Company has been working with state authorities in order to complete the transfer of the Cannabis Licenses as quickly as possible. In early October 2020, the Company submitted the necessary state-level applications in Nevada and Massachusetts to obtain approvals for the transfer of the Cannabis Licenses to the Source Holding LLC ("**Source Holding**"), a Delaware limited liability corporation incorporated by the Purchaser for that purpose.

23. The Amended and Restated Stalking Horse APA contemplates that a designee(s) of the Purchaser will, subject to the satisfaction of certain closing conditions, indirectly acquire certain assets of GGB, including its ownership of GGB Massachusetts, LLC and Just Healthy, LLC ("**Just Healthy**"). Just Healthy holds the medical cannabis dispensary, production and cultivation licenses which will enable the operation of a dispensary location and production/cultivation facility in Massachusetts. The Cannabis Control Commission of Massachusetts (the "**CCC**"), which has regulatory authority over the approval and transfer of cannabis licenses in the state, has accepted the Company's application to approve the indirect transfer of ownership of Just Healthy from GGB Canada to Source Holding, and has deemed the application to be complete. The Company expects that final approval for the transfer will be obtained from the CCC in January or February 2021, at which time the transfer can be effected. The Company intends to notify the City of Northampton, Massachusetts of the transfer, though no formal approval is required at the local level.

24. In Nevada, the CCB has confirmed that it will consider the Company's application for approval of the indirect transfer of ownership of NOR, Wellness Orchards of Nevada LLC and

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Henderson Organic Remedies LLC, which hold the GGB Group's cannabis licenses in Nevada, to Source Holding at a CCB meeting to be held on December 18, 2020. If state-level approval is granted, the Company will submit the required applications to local authorities in the cities of Las Vegas, North Las Vegas, Henderson and Reno, as well as Clark County and Nye County in Nevada. The timing of local approvals for the transfers will vary, particularly given the delays caused by the COVID-19 pandemic and the upcoming holiday season. The Company hopes that all local approvals can be obtained by mid-February 2021.

25. It is also a condition to the closing of the Amended and Restated Stalking Horse APA that GGB will have acquired 100% of the equity of the Excluded Subsidiaries, consisting of Green Growth Brands Realty Ltd., the CBD Subsidiaries, and the Florida Subsidiaries, from GGB Canada. The Company has been working with its Canadian counsel, Stikeman Elliott LLP, and its US counsel, Akerman LLP, to effect the necessary corporate reorganizations to meet this condition.

26. 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.

Second Amended and Restated Stalking Horse APA

27. On December 16, 2020, the Company and the Purchaser entered into the Second Amended and Restated Stalking Horse APA, the execution copy of which is attached hereto as **Exhibit "E".** The Second Amended and Restated Stalking Horse APA incorporates certain minor revisions to the Amended and Restated Stalking Horse APA to facilitate an efficient acquired share and debt ownership structure at Closing, including:

(a) authorizing the Seller, until or concurrently with the Closing of the Transaction, at the Purchaser's reasonable request and subject to the consent of All Js, in its capacity as lender (the "**DIP Lender**"), to fund any associated costs, effect such transfers, or cause its direct or indirect subsidiaries (other than the Excluded Subsidiaries) to effect such internal reorganizations, tax elections, mergers, continuances or other corporate changes as may be reasonable necessary or desirable for the Purchaser's contemplated operation of the Seller's business (the

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"**Pre-Closing Reorganization**"), provided that the Seller will not be obliged to effect any Pre-Closing Reorganization that would reasonably be expected to materially delay or prejudice the parties' receipt of the Cannabis Licenses or any authorizations and/or exemptions required to be obtained in connection with the consummation of the transaction contemplated by the Second Amended and Restated Stalking Horse APA or result in incremental adverse tax consequences for the Seller;

(b) requiring that the Seller transfer, or cause its direct and indirect subsidiaries (other than the Excluded Subsidiaries), as applicable, to transfer to the Seller, Purchaser or its designee(s), as applicable, such membership or other equity interests in the Seller's direct and indirect subsidiaries (other than the Excluded Subsidiaries) or applicable debt (which forms part of the Purchased Assets), as may reasonably be requested by the Purchaser prior to Closing, provided that the Seller will not be obliged to effect any transfers, or cause any transfers to be effected, that would reasonably be expected to materially delay or prejudice the parties' receipt of the Cannabis Licenses or any authorizations and/or exemptions required to be obtained in connection with the consummation of the transaction contemplated by the Second Amended and Restated Stalking Horse APA or result in incremental adverse tax consequences for the Seller;

(c) confirming that the Excess DIP Amount, consisting of the Capex Amount (as defined below) and any portion of the DIP Facility advanced to GGB by the DIP Lender in excess of $7.2 million, may, at the Purchaser's sole discretion, form part of the Assumed Liabilities at Closing; and if the Purchaser elects to assume the Excess DIP Amount, the Purchaser shall deliver evidence of a novated loan agreement in respect of the same to the Seller or the Seller shall be forever released from all obligations in respect of the Excess DIP Amount;

(d) providing that the Second Amended and Restated Stalking Horse APA may be terminated by the Purchaser prior to closing if either of the CCB or the CCC issues a final written decision prohibiting the transfer of the Cannabis Licenses, and the Seller and Purchaser agree, acting reasonably, that further efforts will not likely

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result in the requisite transfers being formally granted on or before the Outside Date; and

(e) extending the "Outside Date" by which the Second Amended and Restated Stalking Horse APA can be terminated from 120 days from the date of the Approval and Vesting Order to March 26, 2021.

28. In connection with paragraph 27(a) and (b) above, the Second Amended and Restated Stalking Horse APA contains an acknowledgment that any delay that could arise as a result of a proposed Pre-Closing Reorganization which is reasonably likely to delay the parties' receipt of the Cannabis Licenses or any related authorizations and/or exemptions beyond March 31, 2021 constitutes a material delay. Further, the Purchaser has agreed to indemnify the Seller and Seller's directors and officer for, any additional costs, losses, or tax obligations to the extent such amounts are required to be paid in cash or are recoverable from the Seller's assets, in each case in priority to the liens created under the Credit Documents (as defined in the Second Amended and Restated Stalking Horse APA), or are recoverable from the Seller's directors or officers to the extent arising as a result of a Pre-Closing Reorganization.

29. In keeping with the Amended and Restated Stalking Horse APA, the Second Amended and Restated Stalking Horse APA provides that 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 Second Amended and Restated Stalking Horse APA is 30 days after the entry of the Approval and Vesting Order or such later date as the parties may agree. GGB and the Purchaser have agreed to extend this deadline to March 26, 2021 to provide additional time for the regulators to complete their processes for approving the transfers of the Cannabis Licenses, as described above.

30. A redline comparing the Second Amended and Restated Stalking Horse APA to the execution copy of the Amended and Restated Stalking Horse APA is attached hereto as **Exhibit "F"**.

PART 3 - AMENDMENT TO DIP AGREEMENT

31. In connection with their request to extend the Stay Period to March 26, 2021, the Applicants and their counsel, in consultation with the Monitor, negotiated the Second DIP

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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 Second DIP Amendment has now been finalized, and the execution copy is attached hereto as **Exhibit "G"**.

32. The Second DIP Amendment increases the debtor-in-possession secured financing facility (the "**DIP Facility**") to a maximum amount of (a) US$ 7.9 million (comprised of US$7.2 million advanced under the DIP Agreement, US$600,000 advanced under the First DIP Amendment and US$100,000 available under the Second DIP Amendment(such additional availability, the "**Excess DIP Amount**")) and (b) US$1.3 million (the "**Capex Amount**"), to be made available to GGB at the DIP Lender's sole discretion. The proceeds of the Capex Amount are to be used by GGB solely to pay certain capital expenditures expressly approved by the DIP Lender, in its sole discretion. The Second DIP Amendment also extends the maturity date of the DIP Facility to March 27, 2021, such that the DIP Agreement shall be repayable in full on the earlier of: (a) the date a demand for repayment in writing has been made by All Js, as lender, following the occurrence of any Event of Default (as defined in the Second DIP Amendment) which is continuing and has not been cured, (b) the completion of the Second Amended and Restated Stalking Horse APA, in which case the amounts owing under the DIP Agreement shall be satisfied in accordance with the terms of the Second Amended and Restated Stalking Horse APA, (c) 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), (d) the date of the sale of all or substantially all of the Collateral (as defined in the Second DIP Amendment), and (e) March 27, 2021. The Second DIP Amendment provides that it is an Event of Default if any application or authorization requested with respect to the Cannabis Licenses shall have been finally refused in writing and GGB and the Purchaser agree, acting reasonably, that further efforts will not likely result in the requisite transfers being formally granted on or before the Outside Date, or the Second Amended and Restated Stalking Horse APA is terminated in accordance with its terms. Advances under the Second 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 US$10 million.

33. The Excess DIP Amount is c=uncommitted and will be advanced by the DIP Lender in its sole discretion.

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PART 4 - APPROVAL OF MONITOR'S FEES AND ACTIVITIES

34. I understand that the Monitor will be filing the Fourth Report in connection with the within motion seeking approval of its activities, as detailed in the First Report, the Second Report, the Third Report and the Fourth Report. The Applicants support the approval of the Monitor's activities, as described in the Monitor's Reports.

35. The Applicants further understand that the Monitor and the Monitor's counsel are seeking approval of their fees and disbursements and payment of same, as described in the Fourth Report. The Applicants have reviewed theses fees and disbursements and support the approval of the same.

PART 5 - STAY EXTENSION

36. 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 and continuing the business of the GGB Group, and working co-operatively with the Purchaser with the assistance and oversight of the Monitor to close the Transaction.

37. The Stay Period currently expires on December 18, 2020. The Applicants are requesting an extension of the Stay Period until and including March 26, 2021 to provide stability to the Applicants while they take any remaining steps to obtain regulatory approvals required for the transfer of the Cannabis Licenses in Nevada and Massachusetts, and close the Transaction.

38. 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 Second DIP Amendment, the Applicants will have sufficient funds to continue operating through the proposed extended Stay Period.

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

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PART 6 - CONCLUSION

40. 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.

Sworn before me by video conference from the City of Columbus, Ohio, to the City Toronto, Ontario, on December 17, 2020. DocuSigned by: Sanja Sopic E820930A2731482... Commissioner for Taking Affidavits Sanja Sopic	DocuSigned by: C40AF026DB88479... **Kent Kiffner**

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This is
EXHIBIT "C"
referred to in the affidavit of
KENT KIFFNER
sworn May 11, 2021

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 KENT KIFFNER
(Sworn March 19, 2021)

I, Kent Kiffner, of the City of Columbus, in the State of Ohio, **MAKE OATH AND SAY**:

1. I am General Counsel of the Applicant, Green Growth Brands Inc. ("**GGB**" or the "**Company**"). I have been General Counsel of GGB since July 2018. In this role, I provide legal advice to GGB in all areas of corporate law, including commercial contract drafting and negotiation, regulatory compliance, human resources, mergers & acquisitions, intellectual property, litigation, real property and leasing, banking, and public company governance. In addition, effective October 1, 2020, following the resignation of GGB's Interim Chief Executive Officer Raymond C. Whitaker III, GGB's board of directors has authorized me to take on the role of Authorized Representative of GGB. As Authorized Representative of GGB, I have authority to prepare and execute any agreements, applications or documents on behalf of GGB and to take any necessary actions in connection with such agreements, applications or documents, as I deem necessary or advisable.

2. In my roles as General Counsel and Authorized Representative of GGB, 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 defined below), as necessary. Where I have relied upon information from others, I believe that information to be true.

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

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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 an order (the "**Third DIP Amendment Order**"), substantially in the form of the draft order attached as Tab 3 of the Motion Record, approving:

(a) a further extension of the Stay Period (as defined in the Amended and Restated Initial Order of the Honourable Mr. Justice McEwen dated June 2, 2020) to and including May 28, 2021; and

(b) a Third Amending Agreement to the DIP Agreement (as amended) dated March 19, 2021 (the "**Third DIP Amendment**"), which is further described herein.

A. UPDATE ON THE CCAA PROCEEDINGS

5. Reference is made to the affidavits of Raymond C. Whitaker III sworn May 19, 2020 (the "**Initial Affidavit**"), May 26, 2020 (the "**Comeback Affidavit**"), May 31, 2020 (the "**Supplementary Comeback Affidavit**") and August 10, 2020 (the "**August 2020 Affidavit**"), and my affidavit sworn December 17, 2020 (the "**First Kiffner Affidavit**"), all of which have been filed in the CCAA Proceedings. Copies of the Comeback Affidavit, the Supplementary Comeback Affidavit, the August 2020 Affidavit and the First Kiffner Affidavit (all without exhibits) are attached hereto as **Exhibits "A"** through **"D"** respectively. All capitalized terms not otherwise defined herein are as defined in the August 2020 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 "E"**.

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 an initial order dated May 20, 2020 (the "**Initial Order**"). Ernst & Young Inc. was appointed Monitor of the Applicants (the "**Monitor**") in the CCAA Proceedings. On May 29, 2020, this Court granted an order extending the Stay Period until June 12, 2020.

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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 pursued 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 Lender's 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. On August 13, 2020, this Court granted an Approval and Vesting Order (the "**Approval and Vesting Order**"), approving the transaction contemplated by the Amended and Restated Stalking Horse APA (the "**Transaction**") and vesting the Purchased Assets (as defined in the Amended and Restated Stalking Horse APA), upon closing of the transaction, in Acquireco, an entity to be incorporated by the Purchaser. The same day, this Court granted an order (the "**August Stay Extension Order**"), approving an amendment to the DIP Agreement and extending the Stay Period to December 18, 2020.

10. On December 16, 2020, the Company and the Purchaser entered into the Second Amended and Restated Stalking Horse APA, which is further described below. On December 18, 2020, this Court granted an Order approving the Second DIP Amendment, and extending the Stay Period to March 26, 2021 (the "**Second DIP Amendment Order**").

11. Copies of the Amended and Restated Initial Order, the SISP Order, the Approval and Vesting Order, the August Stay Extension Order and the Second DIP Amendment 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.

12. The Applicants' activities since the date of the Second DIP Amendment Order have included:

(a) working to obtain the necessary regulatory approvals for the transfer of the Cannabis Licenses, as defined and contemplated by the Second Amended and Restated Stalking Horse APA, and as described below;

(b) effecting certain corporate reorganizations in anticipation of closing the Transaction, as described below;

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

(d) negotiating the Third DIP Amendment, with the assistance and oversight of the Monitor.

B. STATUS OF THE TRANSACTION AND SECOND AMENDED AND RESTATED STALKING HORSE APA

13. As noted, on December 16, 2020, the Company and the Purchaser entered into the Second Amended and Restated Stalking Horse APA. The Second Amended and Restated Stalking Horse APA incorporated certain minor revisions to the Amended and Restated Stalking Horse APA to facilitate an efficient acquired share and debt ownership structure at Closing, and extended the "Outside Date" by which the Second Amended and Restated Stalking Horse APA could be terminated to March 26, 2021.

Outstanding Conditions to Closing

14. The material remaining outstanding conditions to the closing of the Second Amended and Restated Stalking Horse APA relate to the regulatory approvals required for the transfer of the Cannabis Licenses in Nevada.

15. As I noted in the First Kiffner Affidavit, in early October 2020, the Company submitted the necessary state-level applications in Nevada and Massachusetts to obtain approvals for the transfer of the Cannabis Licenses to The Source Holding LLC ("**Source Holding**"), a Delaware limited liability corporation incorporated by the Purchaser for that purpose.

16. The Second Amended and Restated Stalking Horse APA contemplates that a designee(s) of the Purchaser will, subject to the satisfaction of certain closing conditions, indirectly acquire certain assets of GGB, including its ownership of GGB Massachusetts, LLC and Just Healthy, LLC ("**Just Healthy**"). Just Healthy holds the medical cannabis dispensary, production and cultivation licenses which will enable the operation of a dispensary location and production/cultivation facility in Massachusetts. The Cannabis Control Commission of Massachusetts, which has regulatory authority over the approval and transfer of cannabis licenses in the state, accepted the Company's application to approve the indirect transfer of ownership of Just Healthy from GGB Canada to Source Holding, and has deemed the application to be complete. Final approval for the transfer was obtained on January 14, 2021**.** The Company also notified the City of

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Northampton, Massachusetts of the transfer, though no formal approval was required at the local level.

17. In Nevada, the Cannabis Compliance Board (the "**CCB**") approved the Company's application for approval of the indirect transfer of ownership of NOR, Wellness Orchards of Nevada LLC and Henderson Organic Remedies LLC, which hold the GGB Group's cannabis licenses in Nevada, to Source Holding on December 18, 2020. The approval was conditioned upon GGB executing a settlement agreement and remitting a payment of $25,000 in satisfaction of what the CCB alleged was an unapproved insertion of certain intermediary entities between the public entity and the license-holding entities in Nevada. The CCB approved the settlement agreement during its January 2021 meeting, GGB has remitted the payment as required, and the CCB has issued its letter approving the transfer to Source Holding. The Company has also submitted the required applications to local authorities in the cities of Las Vegas, North Las Vegas, Henderson and Reno, as well as Clark County and Nye County in Nevada. All local approvals other than for the City of Las Vegas have been obtained. The Company hopes that the approval for the City of Las Vegas will be obtained by March 26, 2021.

18. The Second Amended and Restated Stalking Horse APA provides that if the transfer of the Cannabis Licenses is not completed before 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 may be further extended by mutual written consent of the Company and the Purchaser. The Company is hopeful that the remaining regulatory approval from the City of Las Vegas will be obtained within the time frame of the requested extension of the Stay Period.

19. It is also a condition to the closing of the Second Amended and Restated Stalking Horse APA that GGB will have acquired 100% of the equity of the Excluded Subsidiaries, consisting of Green Growth Brands Realty Ltd., the CBD Subsidiaries, and the Florida Subsidiaries, from GGB Canada. The Company has been working with its Canadian counsel, Stikeman Elliott LLP, and its US counsel, Fox Rothschild LLP, to effect the necessary corporate reorganizations to meet this condition, and anticipates that this process will be completed within a few days.

20. The parties will close the transaction contemplated by the Second Amended and Restated Stalking Horse APA as promptly as practicable after regulatory approvals are obtained and the other closing conditions contained therein are satisfied or waived.

DS
kk

C. AMENDMENT TO THE DIP AGREEMENT

21. In connection with their request to extend the Stay Period to May 28, 2021**,** the Applicants and their counsel, in consultation with the Monitor, negotiated the Third 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 Third DIP Amendment has now been finalized, and the execution copy is attached hereto as **Exhibit "F"**.

22. The Third DIP Amendment increases the debtor-in-possession secured financing facility (the "**DIP Facility**") to a maximum amount of (a) US$8,162,078, comprised of US$7.2 million advanced under the DIP Agreement, US$600,000 advanced under the First DIP Amendment and US$362,078 available under the Third DIP Amendment; and (b) US$5,940,652 (the "**Capex Amount**"). The proceeds of the Capex Amount are to be used by GGB solely to pay certain capital expenditures expressly approved by the DIP Lender, in its sole discretion.

23. The Third DIP Amendment also extends the maturity date of the DIP Facility to May 28, 2021, such that the DIP Agreement shall be repayable in full on the earlier of: (a) the date a demand for repayment in writing has been made by All Js, as lender, following the occurrence of any Event of Default (as defined in the Third DIP Amendment) which is continuing and has not been cured, (b) the completion of the Second Amended and Restated Stalking Horse APA, in which case the amounts owing under the DIP Agreement shall be satisfied in accordance with the terms of the Second Amended and Restated Stalking Horse APA, (c) 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), (d) the date of the sale of all or substantially all of the Collateral (as defined in the Third DIP Amendment), and (e) May 28**,** 2021.

24. The Third DIP Amendment provides that it is an Event of Default if any application or authorization requested with respect to the Cannabis Licenses shall have been finally refused in writing and GGB and the Purchaser agree, acting reasonably, that further efforts will not likely result in the requisite transfers being formally granted on or before the Outside Date, or the Second Amended and Restated Stalking Horse APA is terminated in accordance with its terms. Advances under the Third 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 US$14.2 million.

DS
kk

D. STAY EXTENSION

25. 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 and continuing the business of the GGB Group, and working co-operatively with the Purchaser with the assistance and oversight of the Monitor to close the Transaction.

26. The Stay Period currently expires on March 26, 2021. The Applicants are requesting an extension of the Stay Period until and including May 28, 2021 to provide stability to the Applicants while they take any remaining steps to obtain regulatory approvals required for the transfer of the Cannabis Licenses in Nevada and close the Transaction.

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

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

E. CONCLUSION

29. 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.

Sworn before me remotely by video conference by Kent Kiffner, stated as being in the City of Columbus, in the State of Ohio, United States of America, to the City of Toronto, in the Province of Ontario, Canada, on March 19, 2021, in accordance with O. Reg 431/20 *Administering Oath or Declaration Remotely*.	
DocuSigned by: Sanja Sopic E820930A2731482	DocuSigned by: C40AF026DB88479...
Commissioner for Taking Affidavits Sanja Sopic	**Kent Kiffner**

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
KENT KIFFNER

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Fax: (416) 947-0866

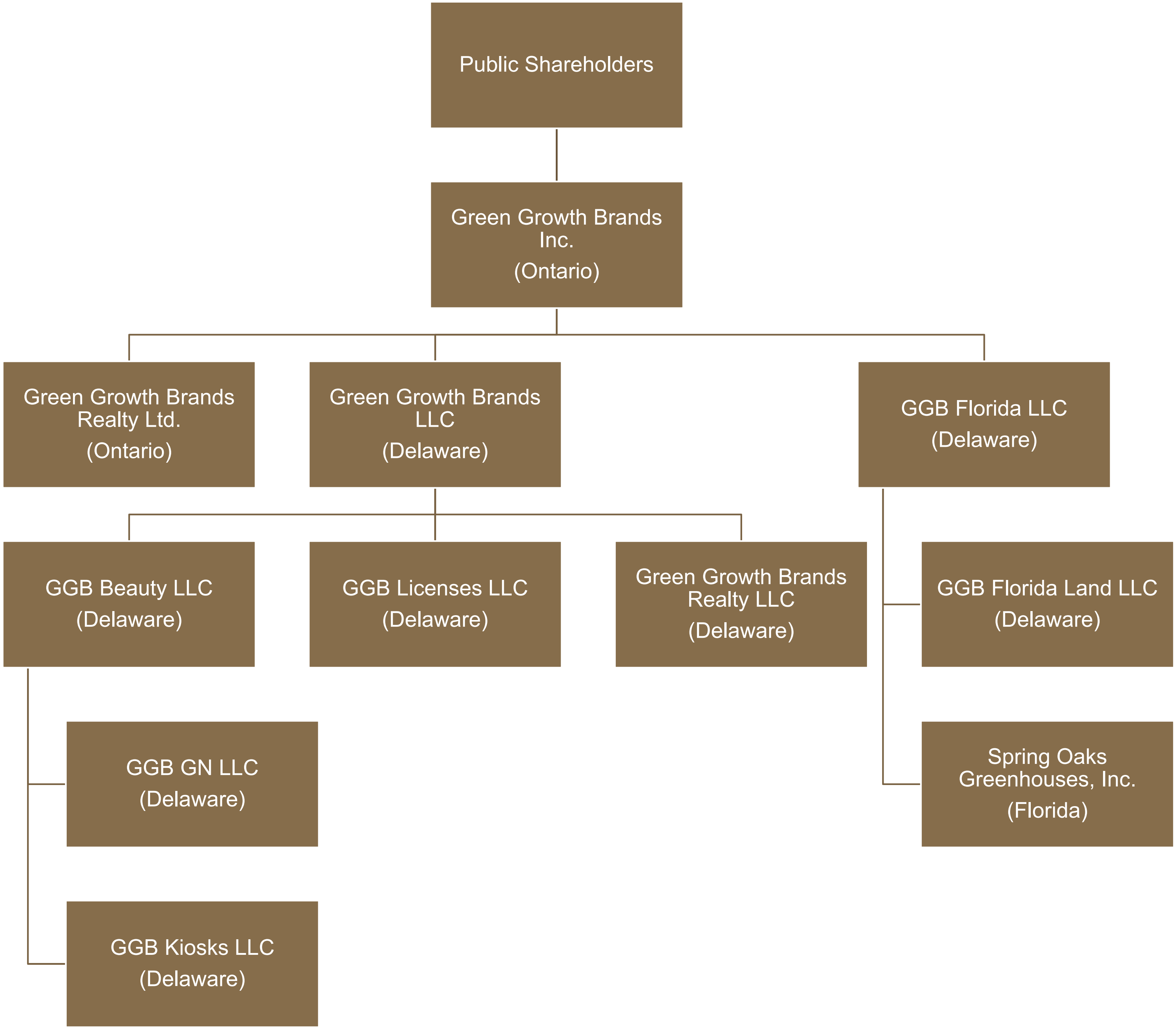
Lawyers for the Applicants

This is
EXHIBIT "D"
referred to in the affidavit of
KENT KIFFNER
sworn May 11, 2021

DocuSigned by:
Sanja Sopic
E820930A2731482...

Commissioner for taking affidavits

DocuSign Envelope ID: 3B287741-7240-467C-B4C5-9210104D0D50



This is
EXHIBIT "E"
referred to in the affidavit of
KENT KIFFNER
sworn May 11, 2021

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

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**"), 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 Amended and Restated Stalking Horse APA provides 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. On December 17, 2020, GGB and the Purchaser entered into the Second Amended and Restated Acquisition Agreement (the "**Second Amended and Restated Stalking Horse APA**").

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 Second 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 Second 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 31st day of March, 2021.

ERNST & YOUNG INC., solely in its capacity as Monitor of the Applicants and not in its personal capacity

Per: Shan Hamil

Name: Sharon Hamilton
Title: Senior Vice-President

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
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Lawyers for the Applicants

Tab 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	WEDNESDAY, THE 19TH
	)	
JUSTICE HAINEY	)	DAY OF MAY, 2021

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
(Terminating CCAA Proceedings)

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, *inter alia* (i) the Fifth Report of Ernst & Young Inc. ("**EY**") in its capacity as the Court-appointed Monitor (the "**Monitor**") dated March 20, 2021 (the "**Fifth Report**"), the Sixth Report of the Monitor dated ●, 2021 (the "**Sixth Report**") and the fees and disbursements of the Monitor and its counsel, including the Subsequent Fees and Disbursements, and (ii) terminating the CCAA proceedings and discharging the Monitor upon the service of the CCAA Termination Certificate (as defined below), proceeded on this day by way of video-conference due to the COVID-19 pandemic.

ON READING the affidavit of Kent Kiffner sworn May 11, 2021 (the "**Kiffner Affidavit**") and the Exhibits attached thereto and the Sixth Report, filed, and on hearing the submissions of counsel for the Applicants, the Monitor, All Js, and those other parties appearing as indicated on the counsel slip, no one else appearing for any other party although duly served as appears from the affidavit of service of Sanja Sopic sworn ●, 2021, filed;

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.

DEFINITIONS

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meaning given to them in the Kiffner Affidavit.

AMALGAMATION

3. **THIS COURT ORDERS AND DECLARES** that Green Growth Brands Inc. ("**GGB**") and Green Growth Brands Realty Ltd. ("**GGB Realty**") are permitted to amalgamate pursuant to Section 177(1) of the *Business Corporations Act* (Ontario) (the "**OBCA**") and continue as one corporation (the "**Amalgamation**", such amalgamated entity, "**Amalgamated GGB**", and references to the "**Applicants**" herein shall be deemed to include Amalgamated GGB from and after the Amalgamation) under such legal name as GGB and GGB Realty deem appropriate. GGB and GGB Realty are authorized to execute and file articles of amalgamation or such other documents or instruments as may be required to permit or enable and effect the Amalgamation, and such articles, documents, or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding (a) any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions, and (b) any third party requirements, consents, or solvency requirements pursuant to any federal or provincial legislation relating to the same.

4. **THIS COURT ORDERS AND DECLARES** that for the purposes of permitting, enabling and effecting the Amalgamation, each of GGB and GGB Realty and their successors (including Amalgamated GGB, as the case may be) are deemed to comply with the requirements of section 178(2) of the OBCA, and that each of GGB and GGB Realty and their successors (including Amalgamated GGB, as the case may be) are hereby permitted to execute and file a statement under section 178(2) of the OBCA stating that (a) each amalgamating corporation is and will be able to pay its liabilities as they become due; (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all

classes; (c) no creditor will be prejudiced by the amalgamation; (d) the grounds upon which the objections of all creditors who have notified each amalgamating corporation that they object to the amalgamation are either frivolous or vexatious; and (e) each amalgamating corporation has complied with the notice requirements in section 178(2)(d) of the OBCA.

5. **THIS COURT ORDERS** the appropriate authority under the OBCA to accept and receive any articles of amalgamation or such other documents or instruments as may be required to permit and enable and effect the Amalgamation, filed by any of the Applicants.

APPROVAL OF MONITOR'S FEES AND ACTIVITIES

6. **THIS COURT ORDERS** that the Fifth Report and the Sixth Report; and the Monitor's activities as set out in the Fifth Report and the Sixth Report, are hereby approved, provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or use in any way such approval.

7. **THIS COURT ORDERS** that the fees and disbursements of the Monitor, as described in the Sixth Report and set out in the affidavit of Sharon Hamilton sworn ●, 2021, including the Subsequent Fees and Disbursements, are hereby approved.

8. **THIS COURT ORDERS** that the fees and disbursements of Osler, Hoskin and Harcourt LLP, counsel to the Monitor, as described in the Sixth Report, including the Subsequent Fees and Disbursements, are hereby approved.

TERMINATION OF CCAA PROCEEDINGS

9. **THIS COURT ORDERS AND DECLARES** that upon the service of the Monitor's CCAA Termination Certificate in the form attached as Schedule "A" (the "**CCAA Termination Certificate**") on the Service List, the CCAA Proceedings shall be terminated.

10. **THIS COURT ORDERS AND DECLARES** that upon the service of the Monitor's CCAA Termination Certificate on the Service List, the Administration Charge, the Director's Charge, the DIP Lender's Charge and the Bid Protections Charge shall be terminated, discharged and released.

DISCHARGE OF MONITOR

11. **THIS COURT ORDERS AND DECLARES** that upon the service of the Monitor's CCAA Termination Certificate on the Service List, EY shall be deemed to be discharged from its duties as Monitor and released from all claims relating to its activities as Monitor, whether before or after the date of this Order.

12. **THIS COURT ORDERS** that, in addition to the protections in favour of the Monitor as set out in the Amended and Restated Initial Order of the Honourable Mr. Justice McEwen dated June 2, 2020 (the "**Amended and Restated Initial Order**"), in any other Order of this Court in the CCAA Proceedings or the CCAA, EY, whether in its capacity as Monitor or otherwise, and its affiliates and officers, directors, partners, employees and agents (the "**Released Parties**") are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence in any way relating to, arising out of or in respect of these CCAA Proceedings (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or wilful misconduct on the part of the Released Parties.

13. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against EY in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on at least seven days' prior written notice to EY and upon further order securing, as security for costs, the full indemnity costs of the Monitor in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

14. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Monitor at law or pursuant to the Amended and Restated Initial Order.

STAY EXTENSION

15. **THIS COURT ORDERS** that the stay of proceedings referred to in the Amended and Restated Initial Order is hereby extended until and including the date on which the CCAA Termination Certificate is served on the Service List.

BANKRUPTCY OF THE APPLICANTS

16. **THIS COURT ORDERS** that Amalgamated GGB is authorized to file an assignment in bankruptcy (the "**Bankruptcy Assignment**") pursuant to the *Bankruptcy and Insolvency Act* (Canada).

17. **THIS COURT ORDERS** that EY is hereby authorized to act as trustee in bankruptcy in respect of the Bankruptcy Assignment.

GENERAL

18. **THIS COURT ORDERS** that the Applicants or the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

19. **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.

20. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date it is made without the need for entry and filing.

____

SCHEDULE "A"

FORM OF MONITOR'S CCAA TERMINATIONCERTIFICATE

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 CCAA TERMINATION 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. The proceedings commenced by the Applicants under the CCAA will be referred to herein as the "**CCAA Proceedings**".

B. Ernst & Young Inc. was appointed as the Monitor of the Applicants in the CCAA proceedings pursuant to the Initial Order (in such capacity, the "**Monitor**").

C. The CCAA Proceedings have been completed in accordance with the Orders of this Court and under the supervision of the Monitor.

D. Pursuant to the Order of this Court dated ●, 2021, the Monitor may be discharged and the CCAA Proceedings may be terminated upon service of this Monitor's Certificate on the Service List.

THE MONITOR CERTIFIES the following:

1. The fees and disbursements of the Monitor and of the Monitor's counsel, have been paid in full.

2. The amalgamation of Green Growth Brands Inc. and Green Growth Brands Realty Ltd. pursuant to Section 177(1) of the *Business Corporations Act* (Ontario) has been successfully completed.

3. The Monitor has completed any and all matters that may be incidental to the termination of the CCAA Proceedings or any other matters necessary to complete the CCAA Proceedings as requested by the Applicants and agreed to by the Monitor.

4. Upon the service of this Certificate, the within CCAA Proceedings shall be terminated and EY shall be discharged as Monitor.

DATED at Toronto, Ontario this ______ day of ______________, 2021

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

ORDER
(Terminating CCAA Proceeding)
(May 19, 2021)

Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

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Lawyers for the Applicants

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 OF THE APPLICANTS
(Re: CCAA Termination)
(Returnable May 19, 2021)

Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
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Toronto, Canada M5L 1B9

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