Court File No. 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

RESPONDING AND CROSS-MOTION RECORD OF MICHAEL D. HORVITZ

(Application Returnable May 29, 2020)

May 29, 2020

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AND TO: **GREEN GROWTH FLORIDA LLC**
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By counsel to its parent corporation, Green Grown Brands Inc.

AND TO: **JEAN SCHOTTENSTEIN**

By legal counsel for All Js Holdings LLC

AND TO: **JAY SCHOTTENSTEIN**

By legal counsel for All Js Holdings LLC

AND TO: **JOSEPH SCHOTTENSTEIN a.k.a. JOEY SCHOTTENSTEIN**

By legal counsel for All Js Holdings LLC

AND TO: **WAYNE BOICH**

By legal counsel for WMB Resources, LLC

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TAB A

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Applicants

NOTICE OF MOTION

THE RESPONDENT, Michael D. Horvitz as Grantor and Trustee for and on behalf of the Michael D. Horvitz Revocable Trust (the "**MDH Trust**"), will make a motion to The Honourable Justice McEwen of the Commercial List, on Friday, the 29th day of May, 2020, at 11:00 a.m. by online videoconference due to the COVID-19 pandemic, with the video conference particulars set out in Schedule "A" hereto.

PROPOSED METHOD OF HEARING: the motion is to be heard orally by online video conference.

THE MOTION IS FOR:

(1) an Order abridging the time for service of this Notice of Motion and Responding Cross-Motion Record, validating service, and dispensing with further service as necessary, in order to permit this motion to be properly returnable and heard on Friday, May 29, 2020, at 11:00 a.m. before The Honourable Justice McEwen, in

advance of the motion scheduled by the Applicants for the same time (the "**Applicants' Comeback Motion**");

(2) an Order setting aside the initial Order of The Honourable Justice McEwen dated May 20, 2020 (the "**Initial Order**") granting the Applicants protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), for failure of the Applicants' to make full and fair disclosure of all material facts to the Court, and declaring it terminated and void *ab initio*;

(3) in the alternative to paragraph (2) above:

(a) an Order adjourning the Applicants' Comeback Motion for a period of fourteen (14) days;

(b) an Order pursuant to section 11.9 of the CCAA requiring the following persons and corporations:

(i) the Applicants;

(ii) Green Growth Florida LLC;

(iii) AD Greenleaf LLC;

(iv) LS Green Investments LLC;

(v) Delancey Financial LLC;

(vi) All Js Greenspace LLC;

(vii) Chiron Ventures Inc.;

(viii) WMB Resources, LLC;

(ix) Green Ops Group LLC;

(x) Jay Schottenstein;

(xi) Jean Schottenstein;

(xii) Joseph Schottenstein; and

(xiii) Wayne Boich;

to produce financial information and documentation sufficient to fully disclose their economic interests in the Applicants and related corporations, including but not limited to the DIP lender, All Js Greenspace LLC ("**All Js**"), and any corporation owned or controlled directly or indirectly by Wayne Boich ("**Boich**");

(c) an Order compelling the Respondents to, within three (3) days of this Order, comply with and respond to the balance of the Request to Inspect Documents served by the MDH Trust on May 25, 2020 (the "**Request to Inspect**");

(d) an Order requiring Raymond C. Whitaker III to be produced for cross-examination on his affidavits within three (3) days of this Order, at a mutually agreed upon date and time to be arranged by counsel;

(e) an Order requiring the following individuals to attend Rule 39.03 examinations within seven (7) days of this Order by online video conference to be arranged by counsel for the MDH Trust:

(i) Jay Schottenstein;

(ii) Jean Schottenstein

(iii) Joseph Schottenstein a.k.a. Joey Schottenstein; and

(iv) Boich;

(f) an Order dispensing with the timing and sequence of examinations as required pursuant to the *Rules of Civil of Procedure*;

(4) costs of this motion on a substantial indemnity basis; and

(5) such further and other Relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

Overview

(1) the Applicants have failed to act in good faith, contrary to section 18.6 of the CCAA. The Application Record in support of the Initial Order failed to disclose at least two critical private side agreements between the Schottenstein family and Boich (or their companies), whereby sizable debt obligations of the Applicants were wrongfully and preferentially transferred to corporations owned and controlled by Boich for undervalue, to the benefit of the Schottenstein family (and to Jay Schottenstein personally, who was able to avoid exposure on a CAD $39 million personal guarantee) and to the prejudice of other secured creditors including the MDH Trust;

(2) these transactions, in concert with the DIP (which is supplied by a Schottenstein family corporation who is also the largest shareholder of the Applicant, Green

Growth Brands Inc. ("**GGB**")), will lead to a prejudicial result that will fail to obtain fair market value for the Applicants' assets, nor would it realize the best recovery for all concerned stakeholders who are not in the Schottenstein family's inner circle of friends and investors. Consequently, the Initial Order should be set aside and declared terminated and void *ab initio* on the basis of these flagrant and material non-disclosures to the Court on a short, one-day service application. The application has not been brought in good faith, nor have the applicants made full and frank disclosure of facts material to the proceeding;

(3) the Applicants further failed to disclose that the GGB, the DIP lender and the Stalking Horse bidder are all controlled by the Schottenstein family. In addition, the Applicants failed to disclose that most of the senior debt is owned by corporations controlled by the Schottenstein family;

(4) the Applicants also failed to disclose that the liabilities assumed by the Stalking Horse bidder would be converted into equity and in particular the MDH Trust's May Debenture would rank *pari passu* with the subordinate backstop debentures, the majority of which is owned by the Schottenstein family;

Background

(5) on May 20, 2020, the Applicants sought and obtained protection under the CCAA pursuant to the Initial Order which granted a stay of proceedings until May 29, 2020, appointed Ernst & Young Inc. as Monitor of the Applicants, approved limited DIP financing, and granted certain charges over the Applicants' property;

(6) the Applicants have scheduled the Comeback Motion for Friday, May 29, 2020 at 11:00 a.m., at which time they seek an Amended and Restated Initial Order and a SISP Order for the approval of a Sale and Investment Solicitation Procedure and Stalking Horse Acquisition Agreement;

(7) the moving party on this cross-motion, MDH Trust, is a USD $5 million debenture holder with senior security, pursuant to debentures issued by GGB on May 17, 2019 (the "**May Debentures**");

(8) regarding the relief that is sought in the alternative on this motion, the other individuals and corporations from whom section 11.9 CCAA disclosure of their economic interests in the Applicants (and related corporations) is sought are other debenture holders, creditors and/or equity holders, directly or indirectly, of the Applicants;

Undisclosed Boich Deal No. 1 Re GAOC Note

(9) Boich is the principal of WMB Resources, LLC ("**WMB**"). WMB is also a holder of May Debentures in GGB in the amount of USD $5 million;

(10) as set out in the Application Record, GGB owes CAD $39 million to GAOC Opportunities Corp. ("**GAOC**") on the "GAOC Note", as that term is defined in the Application Record, and GGB was unable to pay out the GAOC Note when it came due;

(11) on May 4, 2020, just weeks before the onset of this proceeding, WMB acquired the GAOC Note from GAOC. The agreement by which WMB acquired the GAOC Note (the "**WMB Agreement**") has not been disclosed to the Court;

(12) further, the Affidavit of Raymond Whitaker filed in support of the Initial Order does not disclose that a <u>subsequent, Second side deal</u> (the "**Second Agreement**") was entered into between WMB/Boich and GGB/Jay Schottenstein with respect to WMB's acquisition of the GAOC note;

(13) the evidence gathered by the MDH Trust to date (which was first hand from Boich himself) is that:

(a) Boich purchased the CAD $39 million GAOC Note for approximately USD $18.5 million from GAOC, and Jay Schottenstein's son, Joseph Schottenstein, encouraged Boich to make this purchase;

(b) the full amount of CAD $39 million, converted below into USD, remains outstanding to be repaid by GGB or its successor corporation (the **"WMB Debt"**);

(c) interest runs on the full face value of the WMB Debt at the rate of 15% *per annum* payable in the second year but accruing immediately;

(d) Boich will receive 25% of the equity in a new entity being formed to acquire GGB ("**Acquire Co**.");

(e) Boich did not disclose (and still has not disclosed) what the composition of the remaining 75% ownership of Acquire Co. would be between the May Debentures, All J's, unsecured creditors and/or equity holders;

(f) Boich never mentioned the Extraordinary Resolution that would materially affect Horvitz's May Debenture;

(g) Boich will be entitled to allocate an equal number of members to Acquire Co.'s Board as the Schottensteins, with one additional independent Board member;

(h) Boich will be provided a veto right for new capitalizations of Acquire Co., so as to ensure that his equity position is not diluted

(i) the amount of the GAOC Note was recast into American funds at a midpoint of historical ranges; and

(j) Schottenstein, through All J's, would put up the DIP placed *behind* Boich's acquired GAOC note in priority;

(k) the WMB Agreement also resulted in the termination of the substantial CAD \$39 million personal guarantee that was given by Jay Schottenstein as security for the GAOC Note; and

(l) the Second Agreement was primarily negotiated between Jay Schottenstein (or his advisors) and not with Richard Whitaker, the CEO of GGB;

(14) the foregoing aspects of the WMB Agreement and the Second Agreement are of critical significance for the following reasons

(a) the details of the WMB Agreement, the Second Agreement, the negotiations of the Second Agreement, and the Jay Schottenstein guarantee (and its termination) all should have been disclosed to the Court in the initial application considering their material impact on GGB and its creditors;

(b) the Jay Schottenstein personal guarantee stood to protect GGB's position. It also ultimately benefitted creditors who are junior in priority to the GAOC Note, such as the MDH Trust, since Jay Schottenstein is a credit worthy alternative source to repay the GAOC Note. Instead of obtaining anything of material value back to GGB, GGB traded a release of Jay Schottenstein on his personal guarantee for lucrative (and likely undervalued) inducements to WMB;

(c) the GAOC Note remains in default, to the prejudice of GGB's stakeholders, including the MDH Trust. Now there is no protection from the Schottenstein guarantee, and yet, GGB still owes the same amount (or possibly more considering the currency conversion) of debt on the GAOC Note, and has to pay 12% higher interest than was initially payable under the GAOC Note. It is difficult to see what benefit was possibly conferred upon GGB, and it appears that the entire benefit of the Second Agreement runs to Jay Schottenstein personally, and to Boich, again, without any disclosure to the Court;

(d) the holders of the May Debentures including the MDH Trust will have their debt converted into equity in a corporation (Acquire Co.) which is subject to significant debt (including the GAOC Note) and has restricted rights to capitalize to satisfy that debt placing all equity holders including the MDH Trust in jeopardy of losing the entirety of their converted equity;

(e) this all demonstrates the degree of self-dealing among the Schottensteins and their inner circle of close friends to the detriment of GGB shareholders and creditors;

(15) despite demand, counsel for the Applicants has failed to disclose a copy of these agreements, citing that the WMB Agreement is not relevant to this proceeding, and that GGB is not a party to the Second Agreement and "is not in possession of such an agreement";

Undisclosed Boich Deal No. 2 Re Spring Oaks Notes

(16) Green Ops Group LLC ("**Green Ops**") is a related corporation to WMB, and is therefore also presumably owned and controlled by Boich;

(17) on June 3, 2019, GGB Florida LLC ("**GGB Florida**"), purchased all of the shares of a company called Spring Oaks. The transaction involved two secured notes given by GGB Florida: (a) a 15% convertible secured note for USD $5,800,000; and (b) a 15% convertible secured note for USD $11,400,000 with a two year term. These notes (the "**Spring Oaks Notes**") are secured against all of GGB Florida LLC's assets;

(18) also on May 4, 2020 (again, just weeks before the onset of this proceeding), GGB received notice that Green Ops had acquired the Spring Oaks Notes. Neither the purchase price nor the related agreement by which Green Ops acquired the Spring Oaks Notes have been disclosed to the Court. Boich advised Michael Horvitz of the MDH Trust, in the first half of May 2020, that Green Ops paid approximately USD $10 million for the Spring Oaks Notes. The agreement by which Boich obtained the Spring Oaks Notes through Green Ops has not been disclosed to the Court;

(19) with respect to the possible "Florida Sale" of GGB Florida to an "interested party" described at paragraph 60 of the Affidavit of Raymond Whitaker contained in the Application Record, there is no description or information provided, nor any device in the proposed DIP or other arrangement in these proceedings that allows for future backup buyers to replace the current prospective buyer if the current Florida Sale fails to close;

(20) the Florida Sale is for approximately USD $[redacted]. If the transaction is not closed by July 29, 2020, then Green Ops will not grant any further forbearance, will realize on its security, and in so doing will receive the Florida assets (and cannabis licenses) with no further effort or cost. If the $[redacted] purchaser completes the transaction, a further question is where and how will the net proceeds of sale be applied after repayment of the Spring Oaks Notes and other liabilities secured against assets. The answer to this question has not been disclosed to the Court;

(21) the DIP shows no *bona fide* effort to obtain a fair market value price for the Florida cannabis licenses if the current Florida Sale is not completed. Accordingly, the risk

that those valuable assets will simply be lost to Green Ops (and therefore to Boich) is very real;

(22) the First Report of the Monitor dated May 26, 2020 refers to a signed Letter of Intent for the purchase of GGB Florida LLC and its subsidiaries that contemplates a “definitive agreement” to be signed by June 12, 2020, with a closing of July 12, 2020. However, the Letter of Intent has not been disclosed to the Court. Similarly, there has been no disclosure of the purchase price or even of the identity of the purchaser, who is referred to only as an “interested party”. The Letter of Intent is apparently subject to a mutual non-disclosure agreement;

(23) the MDH Trust states that the undisclosed Boich deals constitute wrongful preferences made with the intent to defeat or prejudice the MDH Trust and others at the preference of other creditors, contrary to section 4 of the *Assignments and Preferences Act*, R.S.O. 1990, c. A. 33. They were designed to act in concert with the DIP, Stalking Horse bid, and this proceeding, meaning that the Initial Order ought to be set aside as part of the scheme to defeat and prejudice secured creditors;

Other Developments and Consequences of the Undisclosed Boich Deals

(24) Boich has already began assembling a business team to run Acquire Co., including Andrew Jolley, a key Nevada cannabis industry connection who will serve to safeguard the valuable Las Vegas and other Nevada cannabis licenses owned indirectly by GGB when they are transferred to Acquire Co. Together with the two undisclosed Boich deals summarized above, this suggests that the undisclosed Boich deals make the CCAA a step transaction whereby Boich can eventually own

100% of GGB or its valuable cannabis licenses. Boich will be able to veto capitalizations of Acquire Co., cause it to default on the GAOC Note, and then realize on the security;

(25) the MDH Trust also opposes the Comeback Motion and the CCAA proceeding on the basis that it does not maximize value for creditors and is designed to ensure that no fair market value realization of assets will be obtained, or any competitive bids that will possibly compete with the proposed Stalking Horse bid in concert with the DIP proposed by All Js, a Schottenstein corporation who is also a creditor, debenture holder, and is the largest shareholder of the Green Growth Brands Inc. with an aggregate controlling shareholding interest;

(26) The Applicants have not disclosed the terms under which any investment banker will solicit bids for Superior Offers, any “success fee” or similar compensation for such efforts, and the Applicants have improperly impeded any Alternative Transaction from qualifying as a Superior Offer by (a) requiring any Alternative Transaction to pay a $39 million obligation the Stalking Horse will assume, (b) requiring an Alternative Transaction to post a 10% deposit not required from the Stalking Horse, and (c) prohibiting an Alternative Transaction from including any conditions not in the Stalking Horse bid;

Extraordinary Resolutions “Passed” Without Notice

(27) further, in recent weeks (and in some cases, just days) prior to the Initial Order, two Extraordinary Resolutions of May Debentureholders were purportedly executed without proper meetings or any notice to all interested parties, including the MDH

Trust, contrary to the terms of the governing Debenture Indenture for the May Debentures, in order to set the stage for the rest of CCAA process to follow, which the Schottensteins and Boich have sculpted as the architects of the transactions;

(28) a May 18 Extraordinary Resolution of the May Debentures purports to have the May Debentureholders agree to have their debentures converted to diluted share equity (undisclosed as to series or class of equity, number of shares or percentage interest) in Acquire Co. An additional May 18 Extraordinary Resolution form Backstop Debentureholders (the largest of which is All Js) also sets out that these debenture holders agreed to have their debentures converted to diluted share equity (undisclosed as to series or class of equity, number of shares or percentage interest) in Acquire Co. While the May Debentures actually rank senior to the Backstop Debentures, the net effect is that both groups of debentures will be placed on the same footing as diluted share equity in Acquire Co. This is yet another benefit to the Schottenstein family, who have significant holdings of Backstop Debentures through All Js;

(29) these Extraordinary Resolutions were not disclosed to the Court in the Application Record, notwithstanding that they *pre-dated* the Affidavit of Raymond Whitaker sworn May 19, 2020 by a day. Instead, the Applicants waited to disclose them only *after* the Initial Order was issued, including them in their Comeback Motion Record;

(30) as a result of the foregoing, it is clear that the Applicants have failed to demonstrate that

(a) the order sought is appropriate in the circumstances; and

(b) the applicant has acted in good faith;

Balance of Relief Sought in the Alternative

(31) the following paragraphs are submitted in the alternative in the event that the Court declines to set aside the Initial Order as requested;

(32) section 11.9(1) of the CCAA provides:

> A court may, on any application under this Act in respect of a debtor company, by any person interested in the matter and on notice to any interested person who is likely to be affected by an order made under this section, **make an order requiring that person to disclose any aspect of their economic interest in respect of a debtor company**, on any terms that the court considers appropriate. (**emphasis added**)

(33) the Applicants have failed to disclose to the Court the fact that there are a number of interested and related persons (those from whom section 11.9 CCAA disclosure is sought) with economic interests in respect of the Applicant debtor business entities;

(34) on May 25, 2020, within the CCAA, the MDH Trust served the Request to Inspect in order to obtain various documents that relate to the conduct of preferences, self-dealing, and lack of disclosure of meetings and votes for the Extraordinary Resolutions, among other issues. To date the Applicant business entities have failed to respond to the Request to Inspect fully. The documents which were not provided are the key documents through which WMB and Green Ops were permitted to obtain the Applicant's debt obligations as payable assets for undervalue and made

arrangements among themselves regarding matters highly materials to these proceedings;

(35) it is further just and equitable that the Respondents and the other individuals and business entities from whom section 11.9 CCAA disclosure is sought be required to disclose their respective economic interests in the Applicants, All Js, any corporations owned or controlled by Boich including but not limited to WMB and Green Ops, and the non-arms' length related business entities that will receive assets, shares, or other benefits through the CCAA process and in the subsequently formed Acquire Co.;

(36) the information sought will assist the Court in uncovering and understanding the true state of the Applicants' financial affairs and disclose how the Applicants have sculpted the CCAA process to improperly self-deal and benefit the Schottenstein family corporations and Boich's corporations (WMB and Green Ops), to the prejudice of other secured creditors including the MDH Trust. In this way, the disclosure sought will permit the Court to enhance the prospects of a more viable compromise or plan of arrangement for the Applicants with maximum recovery to all creditors (and importantly, to arms' length creditors with senior security, who are being made innocent victims through a largely DIP controlled CCAA process that leaves the court little to no discretion);

(37) the disclosure of the economic information and documentation sought will not cause any material prejudice to any of the Respondents. Failure to disclose the information and documentation will cause severe prejudice to the MDH Trust as it

will be unable to make full and fair response to the Comeback Motion and the GGB CCAA generally;

(38) similarly, the MDH Trust will suffer irreparable prejudice if a brief two-week adjournment is not granted to permit the MDH Trust a reasonable period of time in which to obtain further documentary evidence and perform examinations of the witnesses noted above, and cross-examination of Raymond Whitaker on his affidavits contained in the Application Record and Comeback Motion Record;

(39) the Application Record in support of the Initial Order was served on only one day notice, and the Comeback Motion only nine days after that. Not all of the creditors were consulted or included in negotiations prior to the Initial Order, including the MDH Trust. As a result, it would be manifestly unjust to allow the Comeback Motion to proceed on May 29, 2020, without the MDH Trust being able to make full and fair response;

(40) there is no urgency to the Comeback Hearing. The urgency suggested by the Applicants is artificial and contrived, considering that the DIP lender (and the associated deadlines) is All Js, a Schottenstein family corporation;

(41) it is therefore in the interests of justice that an adjournment be granted, together with the other relief sought herein. Again, this relief is sought in the alternative. For the sake of clarify, the MDH Trust's primary submission is that the Initial Order should be set aside immediately;

(42) the equitable jurisdiction of the Court;

(43) sections 11.9 and 18.6 of the CCAA which permits the court to fashion any order that it considers appropriate in the circumstances;

(44) section 4 of the *Assignments and Preferences Act*, R.S.O. 1990, c. A. 33;

(45) Rules 1.04, 3.02, 16, 17.02, 37, 57, and 59.06 of the *Rules of Civil Procedure*; and

(46) such further and other grounds as counsel may advise and this Honourable Court may permit.

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

(1) the Affidavit of Michael D. Horvitz sworn May 28, 2020 and exhibits thereto; and

(2) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

May 28, 2020

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TO: **THE SERVICE LIST**

AND TO: **GREEN GROWTH FLORIDA LLC**
4300 East Fifth Avenue
Columbus, OH 43219
USA

By counsel to its parent corporation, Green Grown Brands Inc.

AND TO: **JEAN SCHOTTENSTEIN**

By legal counsel for All Js Holdings LLC

AND TO: **JAY SCHOTTENSTEIN**

By legal counsel for All Js Holdings LLC

AND TO: **JOSEPH SCHOTTENSTEIN a.k.a. JOEY SCHOTTENSTEIN**

By legal counsel for All Js Holdings LLC

AND TO: **WAYNE BOICH**

By legal counsel for WMB Resources, LLC

SCHEDULE A

https://zoom.us/j/91862136024?pwd=TzM3NWM4RmRwWjUydFIrRE41U0lwUT09

Meeting ID: 918 6213 6024
Password: 379419

TAB B

Court File No. 20-00641220-00CL

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Applicants

AFFIDAVIT OF MICHAEL D. HORVITZ

I, **MICHAEL D. HORVITZ**, now present in the City of Harrison, in the State of Idaho, in the United States of America, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the sole grantor and trustee of the Michael D. Horvitz Revocable Trust, a May Debenture holder of the Applicant company, Green Growth Brands Inc. ("**GGB**"), and as such, I have knowledge of the matters to which I hereinafter depose.

2. Where the information in this affidavit is based upon information and belief, I have indicated the source of my information and belief, and do verily believe it to be true.

3. To the extent that any of the information set out in this affidavit is based on my review of documents, I verily believe the information in such documents to be true.

4. Unless otherwise stated or defined in this affidavit, the defined terms in this affidavit are ascribed the same meaning as the defined terms in Randy Whitaker's Affidavit sworn May 19, 2020, filed in support of the Applicants' CCAA application (the "**First Whitaker Affidavit**").

Overview

5. This Affidavit is sworn to provide the Court with the evidentiary basis to conclude that the Applicants have not acted in good faith in bringing these proceedings under the CCAA. Rather, the Applicants and certain other parties closely associated with them are using the tools of the CCAA to obtain the Court's blessing to a transaction that only benefits the principals of the Applicants and their close associates, which consequently prejudices all other stakeholders.

6. The Applicants have put forward what appears to be a normal CCAA application brought on short notice as a result of so-called urgent creditor demands. However, as will be demonstrated in this Affidavit, when the layers begin to be peeled back there is nothing normal about this proposed CCAA application. On the contrary, it is a business story about a wealthy American family attempting to save its failed investment in GGB to the detriment of the other stakeholders who are not part of their inner circle.

7. The Applicants have misled the Court as to material facts and failed to disclose or deliberately concealed many facts. The most important of these material non-disclosures may be the fact that the Applicants, the DIP lender, and the Stalking Horse purchaser are all controlled by one family: the Schottensteins.

8. The DIP loan from the Schottenstein family, ostensibly to itself, are contrived to artificially create a sense of urgency in bringing this Application on very tight timelines with little notice to those individuals outside the Schottensteins' exclusive inner circle.

9. The DIP terms are also designed to bind the Court's hands and to place this process on a track that with certainty will result in the SISP order being approved by the Court in a form drafted by the Schottenstein family and will limit marketing of this business to only produce a Stalking Horse bid whereby the Schottenstein family will acquire its own assets.

10. The Stalking Horse bid contains terms and conditions that are virtually impossible for any other arm's-length purchaser to match and certainly cannot be a superior bid. The Schottensteins have effectively created a closed bidding process for their benefit.

11. The Schottenstein family entered into a series of undisclosed deals with Wayne Boich through his holding corporations which essentially allowed him to gain control of the assets of GGB, which include lucrative Nevada state cannabis dispensary licenses and Florida state cannabis medical licenses. These deals were also not fully disclosed to the Court.

12. The undisclosed agreement between the Schottenstein family and Wayne Boich provides to Jay Schottenstein a release of his guarantee on the GAOC $39 million Note and will provide to the Schottensteins the ability for their last-ranked Backstop Debentures to be converted into equity on par with senior ranked May Debentures. It will also provide Wayne Boich with a mechanism to ultimately control the subsequent Acquire Co. and give him the ability to put it into default and foreclose on all of its assets, including the Nevada state cannabis dispensary licenses – GGB's most valuable asset. This would ultimately wipe out all the junior creditors and equity holders.

13. On May 26, 2020, the Applicants finally produced the Extraordinary Resolution of the May Debentures (which was concealed from me), which indicated that my May Debenture would ultimately be converted into equity in Acquire Co. As such, I have a keen interest, as do all debt holders, in this undisclosed deal and this CCAA process. The Applicants refuse to disclose this deal between the Schottensteins and Wayne Boich despite requests from my legal counsel.

14. Ultimately the Schottenstein family and Wayne Boich, by going through the CCAA process, are hoping to get Court approval for these non-arm's-length transactions, so as to shield them from any possible attack by third parties.

15. As a result, I believe this CCAA application ought to be set aside outright or at a minimum adjourned, in order for the Court to receive the totality of the evidence before it makes any decision with respect to the Schottensteins' and Wayne Boich's plan.

Cast of Characters

16. Based on my review of the First Whitaker Affidavit, Mr. Whitaker does not set out in any detail (and in some cases fails to mention altogether) a number of the key players involved with GGB and this CCAA application.

17. My evidence with respect to each of these key players is based on public filings, personal conversations with the key players, my own business and social network, and through involvement in GGB as will be set out in this affidavit. As it should become apparent in this affidavit, the key players are all non-arms-length, acting in concert, and ostensibly control GGB, the DIP Lender, the Stalking Horse bidder, and the voting rights to key GGB secured creditors.

The Key Players

18. **Jay Schottenstein**: Jay Schottenstein is an American businessman who resides in Columbus, Ohio. He is the Chairman of the Board of American Eagle Outfitters and owns substantial real estate throughout the USA through various different holding companies, such as the Schottenstein Property Group and Schottenstein Stores Corporation. The Schottenstein family, as billionaires, have been ranked on Forbes list of America's Richest Families. Attached hereto and marked as **Exhibits "1", "2", and "3"** to this affidavit are a corporate profile for Schottenstein Property Group, a corporate profile for Schottenstein Stores Corporation for Massachusetts (there are several corporations by the same name that are registered throughout the USA), and Jay Schottenstein's Wikipedia page, which can be found at the following hyperlink: https://en.wikipedia.org/wiki/Jay_Schottenstein.

19. **Joseph Schottenstein**: Joseph Schottenstein is the son of Jay Schottenstein. Joseph is directly involved in the Schottenstein family business and acts as a director of Schottenstein Stores Corporation. I believe both Joseph and Jay Schottenstein (as a family and together) are the true controlling minds of GGB through their various corporate vehicles as set out in Exhibit "2".

20. **Tod A. Friedman** ("**Friedman**"): Friedman is the Schottenstein family lawyer and advisor. Friedman is the signing and incorporating agent for many Schottenstein controlled corporations. Friedman is also a director of the Schottenstein Property Group, the property arm of the Schottenstein family's wealth. He is the signing agent for the following companies that are involved with GGB (as will be set out in further detail below): LS Green Investments LLC and All Js Greenspace LLC.

21. **Benton Kraner** (“**Kraner**”): I know Kraner to be a Schottenstein family business advisor and their right hand man. He sits on the board of the Schottenstein Property Group and is the manager of All Js Greenspace LLC. He is also the representative for Delancey Financial LLC, as indicated on the Service List prepared by the Applicants’ legal counsel.

22. **Wayne Boich** (“**Boich**”)**:** Boich is an individual who resides in Miami Beach, Florida. He is an entrepreneur and investor. He is the controlling mind of WMB Resources, LLC.

23. **Sean Posner** (“**Posner**”)**:** Posner is an individual who resides in Miami Beach, Florida. Posner is an entrepreneur and investor. Posner is known for brokering deals among high net worth individuals in the USA.

24. **Adam Arviv** (“**Arviv**”): Arviv is an individual who resides in Toronto and Florida. He is an entrepreneur and investor. Arviv is the controlling mind of Chiron Ventures, Inc. – a Backstop Debenture holder in the amount of USD $10 million.

25. **LS Green Investments LLC** (“**LS Green**”): Incorporated in the State of Ohio and the holder of $20,000,000 of the May Debentures. This is a Schottenstein family-controlled company. Tod A. Friedman is its signing agent. Attached hereto and marked as **Exhibit “4”** to this affidavit is a copy of a screenshot dated May 25, 2020 from the website OpenCorporates.com of LS Green’s corporate profile.

26. **Delancey Financial LLC** (“**Delancey Financial**”): A corporation incorporated in the State of Delaware and the holder of $10,000,000 of the May Debentures. I understand that because Delancey Financial is a Delaware corporation it does not need to disclose its shareholders, directors, or officers in its state corporate filings. However, through my involvement with GGB, I

understand Delancey Financial to be a Schottenstein family controlled company with Kraner as its representative, which is confirmed by the Applicants as Kraner is marked as the contact to receive Delancey Financial LLC materials on the Service List in this matter. Attached hereto and marked as **Exhibit "5"** to this affidavit is a copy of Delancey Financials' corporation profile report.

27. **All Js Greenspace LLC ("All Js")**: Incorporated in the State of Ohio. This is a Schottenstein family-controlled company. All Js is the major and controlling shareholder of GGB, owning 100% of its issued and outstanding proportionate voting shares, 18.5% of its non-diluted issued and outstanding common shares, and 39.6% of its diluted issued and outstanding common shares. It is: (a) the largest Backstop Debentureholder that has committed up to USD $57,350,000 in Backstop Debentures (with an unknown amount advanced but more than likely it is significant); and (b) $3,445,000 in unsecured GGB debt; and is also (i) the DIP lender, and (ii) the Stalking Horse bidder. The Manager is Kraner and the signing agent is Friedman. Attached hereto marked as **Exhibit "6"** to this affidavit is a copy of a screenshot dated May 25, 2020 from the website OpenCorporates.com of All Js. Attached hereto and marked as **Exhibit "7"** to this affidavit is an article from Globe Newswire dated May 20, 2020 taken from the URL https://cannabislaw.report/press-release-green-growth-brands-files-for-bankruptcy/ that sets out All Js shareholdings.

28. **WMB Resources, LLC** ("**WMB Resources**"): Incorporated in Florida. Boich is the controlling mind of WMB Resources.

29. **Green Ops Group LLC ("Green Ops")**: Incorporated in Delaware. I understand it is affiliated with WMB Resources and Boich. WMB Resources is the holder of $5,000,000 of the May Debentures. Either WMB Resources or Green Ops acquired the GAOC Note from GAOC.

Attached hereto and marked as **Exhibit "8"** to this affidavit is a copy of Green Ops Group LLC's corporate profile.

30. **Chiron Ventures, Inc.** ("**Chiron**"): Incorporated in Michigan. Chiron has committed up to USD $10,000,000 in Backstop Debentures. Arviv is the controlling mind of Chiron.

31. **Shawn Dym ("Dym"):** Dym is on the board of directors for Aphria Inc., a cannabis company that was once subject to a hostile takeover by GGB.

My Personal Background

32. I am an American investor and entrepreneur who resides primarily in Miami Beach, Florida.

33. By way of brief background, I started my full-time career as an accountant at Price Waterhouse ("**PW**") in or around 1982. After my brief stint at PW, I worked primarily in the real estate industry developing and managing properties, purchasing commercial properties, and defaulted mortgages.

34. After approximately 11 years of working in the real estate industry, in 1998, I made an investment in, and became President of, a manufacturing and distribution company called Twin-Star International Inc. ("**Twin-Star**"). By 2007, my business partner and I sold Twin-Star for a substantial profit. Following the sale of Twin-Star and continuing to date, I have been investing in ventures throughout the world. Over the years my business and social network have grown immensely and now includes many highly successful investors, entrepreneurs, and businessmen throughout the USA and abroad. It is through my network that I became involved with GGB and have gotten to know the key players.

35. In or around 2006, I was introduced to Posner who also primarily resides in Miami Beach, Florida. Over the years, I have developed a close business relationship to Posner and to a lesser extent his brother, Jarrett. As of the date of this affidavit, I estimate that I have done over two dozen deals with the Posners.

My Initial Involvement in GGB

36. In the summer of 2018, Posner introduced me to his childhood friend, Arviv, in order to canvass my interest to invest in a cannabis company that had the backing of the Schottenstein family (more specifically, Jay and Joseph Schottenstein). This company would turn out to be GGB. I was interested in the investment for a number of reasons, including that cannabis was an up and coming sector and GGB was backed by the good reputation and deep pockets of the Schottenstein family.

37. In August 2018, I met with Peter Horvath[1], Dym, Posner, Boich, and several other individuals at a house in the Hamptons, New York. The primary purpose of the meeting was to invest in GGB through convertible debentures. It was confirmed to me by Horvath, and others, that the Schottenstein family (specifically Jay and Joseph Schottenstein) were backing GGB.

38. I had met Boich socially over the years, but I believe this was the first time I had met him in a business setting to discuss a prospective investment. Boich and Posner were friends sharing office space in Miami Beach and have done a number of deals in the past, in some of which I was also an investor.

[1] Peter Horvath was then the CEO of GGB Canada Inc.

39. Following the Hamptons meeting, I invested approximately, USD $2,000,000 to purchase the convertible debentures GGB offered at that time. I believe that Boich and Posner, among others, also invested in that 2018 debenture offering. This particular debenture is not the May Debenture involved in this CCAA proceeding, but sets out the foundation of how I became involved in GGB and forms part of the basis for my knowledge set out in this affidavit.

40. As part of the terms of this 2018 convertible debenture, I received a warrant to convert the debenture into equity, plus the option to purchase additional equity in GGB at a fixed price. I ended up converting the 2018 debenture to equity and invested a further approximately USD $1,250,000 to purchase more equity in GGB, thereby bringing my total investment to USD $3,250,000 at that time. To the best of my recollection, I purchased my GGB shares at approximately $1.20 per share on average and I recently sold approximately two million shares at about 4 cents per share resulting in a significant loss.

41. Admittedly, I did not perform a lot of due diligence on this initial transaction and piggy backed, relying on the fact that Jay and Joseph Schottenstein were large investors in this venture. To put it simply, if Jay and Joseph Schottenstein were satisfied with this venture and they were the individuals really calling the shots and making a substantial investment, then that was good enough as investment due diligence for my purposes.

42. Moreover, Posner communicated to me that the Schottensteins were also advancing GGB strategic objectives in this venture as they had significant influence to get GGB’s line of CBD products into various retail stores, such as Albertsons and Safeway in the USA, and a number of other national retailers. I mention this to emphasize that from the beginning of my investment, it was clear to me that the Schottensteins were the controlling minds behind this venture.

The May Debenture

43. After my initial investment, the cannabis space was becoming even hotter and attracting a lot of investors.

44. In or around early May 2019, Posner advised me that GGB intended to raise funds through a public offering, but in the interim, required additional bridge financing with only a few days' notice. I understood the additional financing was needed to buy back GGB shares owned by Aphria Inc. It was at this time that Posner presented me with the May Debenture deal on behalf of GGB.

Negotiations with Benton Kraner and Joseph Schottenstein

45. In or around May 8, 2019, I had a conference call with Posner, Kraner, and Joseph Schottenstein to negotiate the terms of the May Debenture deal. Attached hereto and marked as **Exhibit "9"** to this affidavit is a copy of a text message dated May 7, 2020, between Sean Posner and myself setting up the call with the Schottensteins.

46. Of significance, on that call it was my understanding that I was directly negotiating the terms of the $45 million May Debenture offering with Kraner and Joseph Schottenstein as the representatives of GGB. To my knowledge, although Kraner and Joseph Schottenstein were not serving as directors or officers of GGB or in any official GGB capacity, they appeared to be making the decisions for GGB, which was consistent with my understanding of their involvement in GGB. Attached hereto and marked as **Exhibit "10"** to this affidavit is a copy of an email dated July 9, 2019, from Winston Miles at Eight Capital promoting subsequent investment to prospective investors that sets out in detail the Schottensteins' direct and controlling involvement in GGB.

47. The highlights of that call and the subsequent negotiations with Joseph Schottenstein and Kraner were as follows:

(a) There was $45 million in debentures available for purchase. The Schottensteins would invest $30 million, and while I never asked for details, it appears they invested through one $10 million investment and a second $20 million investment. (This would end up being the LS Green Investments LLC and the Delancey Financial LLC investments in the May Debentures).

(b) The May Debentures were originally supposed to be unsecured. I pushed back on this point as I required security for my investment. Kraner verbally confirmed that the May Debentures would be secured.

(c) By this time, GGB had already entered into the GAOC Note in the amount of CAD $39 million.[2] I was concerned that the May Debenture would be in junior priority to the GAOC Note. Kraner assured me that GGB would be doing a public offering to raise further capital, which would payout the GAOC Note, and place the May Debentureholders in first priority. (Although GGB ended up consummating the public offering, the funds were never used to pay out the GAOC Note).

(d) Joseph Schottenstein and Kraner confirmed that GGB's most valuable assets were the Nevada cannabis licences.

[2] At this point, the GAOC Note was not guaranteed by Jay Schottenstein. He guaranteed it in around November 2019 when GGB attempted to sell its CBD business to Aurora Cannabis, which ultimately never happened.

(e) The funds raised from the May Debentures would be used as a down payment to buy back GGB stock owned by Aphria Inc.

48. Around the same time, Posner advised me that he had also approached Boich to invest in the May Debentures. By this time, I was more acquainted with Boich considering that we had both sat in meetings together regarding our respective decisions to invest in GGB.

49. Boich had his attorneys review the May Debentures' terms and conditions. Instead of having my own attorneys review the documents, I relied on Boich's attorney, Bilzin Sumberg, and their approval of the documents. On or about May 16, 2019, I purchased USD $5 million of the May Debentures through the Michael D. Horvitz Revocable Trust. It was the Schottenstein Stores Corporation deputy general counsel who directed where to send the investment money. Attached hereto and marked as **Exhibit "11"** to this affidavit is an email chain with Posner and Kerri Cárdenas Love of the Schottenstein Stores Corporation confirming this.

50. I understand that Boich also purchased USD $5 million of the May Debentures through his company WMB Resources.

51. The salient terms of the May Debentures I purchased were as follows:

(a) Face value of $45 million;

(b) Matures on May 17, 2020;

(c) 15% interest rate;

(d) On maturity, at the holder's option, either payment in cash of principal plus interest or, convertible into shares of GGB; and,

(e) A general security agreement over the assets of GGB, second in priority to the GAOC note.

52. Attached hereto and marked as **Exhibit "12"** to this affidavit is a copy of my Debenture.

GGB Effort to Raise Additional Funds

53. After I obtained the May Debentures, a number of events happened with GGB's business, some of which are relevant for the purposes of this affidavit. The following information is based on my involvement with GGB, discussions with Posner, news articles, and public filings:

(a) GGB decided to aggressively expand into shopping mall kiosks to sell its CBD line of products rather than focus on the originally planned wholesale CBD business. I understand this was largely due to Jay Schottenstein's influence and connections to others in the shopping mall industry. This venture eventually failed.

(b) As early as July or August, 2019, Posner, on behalf of the Schottensteins, asked me to agree to an extension of the maturity of the May Debentures to two years, which I refused as they were unwilling to provide me with additional security as the stock was dropping precipitously.

(c) On or about August 14, 2019, All Js and Chiron entered into the Backstop Debentures with GGB committing up to CAD $102 million in financing. The Backstop Debentures ranked in junior priority to the May Debentures. All Js made up the vast majority of the funding for the Backstop Debentures. GGB paid All Js and Chiron, in aggregate, a USD $3,866,250 fee for entering into the Backstop Debenture agreement. Attached hereto and marked as **Exhibit "13"** to this affidavit is a Yahoo Finance article announcing the Backstop Debentures and the placement fees dated August 14, 2010, found at the following URL: https://finance.yahoo.com/news/green-growth-brands-inc-announces-235400033.html.

(d) Notwithstanding the $3.8 million fee, the Backstop Debentureholders had only funded USD $23.7 million of their USD $67,350,000 obligation and the Backstop Debentureholders were contractually committed to payout the May Debentures upon their maturity. As a result, I believe the Backstop Debentureholders were in default when the May Debentures came due and were not paid, but as far as I understand, GGB never gave them a notice of default. In hindsight this is not surprising considering All Js, the major Backstop Debentureholder, is a Schottenstein controlled company.

(e) Approximately three months after the May Debentures were entered into, GGB initiated a public offering to raise approximately CAD $50,225,000 million and I understand that the Backstop Debentures were created to satisfy Canadian regulators concerning the stability of GGB's finances and liquidity. I understood from Posner that the approximately CAD $50,225,000 million public offering was meant to pay out the GAOC Note, which never happened.

(f) In January 2020, I met with Randy Whitaker and Jay Schottenstein on Jay Schottenstein's superyacht "Just J's". Mr. Whitaker advised me at that time, among many others, that GGB had been insolvent since September 2019. In my view, that (September 2019) was the time when GGB should have pursued a restructuring.

Jay Schottenstein was dismissive of Mr. Whitaker's comments. Instead of pursuing a restructuring then, GGB waited, and eventually Boich entered the picture, as set out below.

54. By January 2020, it was therefore clear to me that the financial future of GGB was in serious jeopardy. In the event GGB filed for bankruptcy, the Schottensteins had a lot to lose considering their investments in the company (through their various corporate vehicles): their equity as the largest shareholder, their second in priority investment as May Debentureholders, their last in priority investment as Backstop Debentureholders, and Jay Schottenstein's personal guarantee on the CAD $39 million GAOC Note, a copy of which is attached hereto and marked as **Exhibit "14"** to this affidavit.

55. I believe the Schottensteins, through themselves and their trusted advisors, orchestrated the events that will be described in the balance of this affidavit. These events form the basis and reasons behind the Schottensteins spearheading, what, in my view, is a fundamentally a flawed and improperly proposed CCAA restructuring process.

56. The below will tell a story of self-dealing and a design to create a closed GGB restructuring process that is only open to the Schottensteins, Boich, and their inner circle. I verily believe this has all been done in order to mitigate, and defer recognition of the Schottensteins' mounting losses in GGB to the detriment of the other creditors of GGB (including myself) and GGB's shareholders, and also to obtain the Court's blessing on a deal that will significantly benefit the Schottensteins and Boich to the detriment of many other stakeholders, including me.

57. At best, some of the following material facts were buried in the voluminous and dense materials served and filed with the Court on short notice, and at worst, many material facts were altogether not disclosed to the Court in any regard.

The Boich Deal

58. According to the evidence found in the First Whitaker Affidavit, on March 15, 2020, the GAOC Note, in the principal amount of CAD $39 million, matured. GGB was unable to satisfy its obligation, and thus was in default under the terms of the GAOC Note.

59. At paragraph 38 of the First Whitaker Affidavit, Mr. Whitaker swears that on May 4, 2020, the GAOC Note was acquired by Boich's company WMB Resources (the "**WMB Agreement**"). However, Mr. Whitaker did not provide the agreement (or disclose the price) by which WMB Resources obtained the GAOC Note from GAOC. Subsequently, counsel for the Applicants advised that the GAOC Note was actually acquired by Green Ops, and sent my legal counsel a copy of an undated Notice to Borrower signed by GA Opportunities Corp. as evidence of this. A copy of the Notice to Borrower is attached hereto and marked as **Exhibit "15"** to this affidavit.

60. More importantly, Mr. Whitaker did not disclose in the First Whitaker Affidavit, that a subsequent deal was reached between Boich and GGB (and/or Jay Schottenstein) with respect to WMB Resources' (or Green Ops') acquisition of the GAOC Note (the "**Second Agreement**").

61. I verily believe the following pertinent information to be true. I obtained this information directly from conversations with Boich and Posner through a number of meetings and telephone calls I had with them between January 13, 2020 and May 24, 2020. However, despite my legal counsel's requests, I have not been provided or seen a copy of the actual agreement or term sheet:

(a) As noted above, Boich purchased the CAD $39 million GAOC Note for approximately USD $18.5 million from GAOC pursuant to the WMB Agreement (or through Green Ops). I was advised by Posner that Joseph Schottenstein encouraged Boich to purchase the GAOC Note.

(b) WMB Resources then entered into the Second Agreement with GGB and Jay Schottenstein (the guarantor on the note).

(c) Although my lawyers have demanded a copy of this Second Agreement, as of the date of swearing this affidavit, I have not been provided a copy of the Second Agreement. My understanding of the terms of the deal are based on what Boich told me during our discussions as follows:

(i) the full amount of CAD $39 million, converted as set forth below into USD, remains outstanding to be repaid by GGB or its successor corporation (the **"WMB Debt"**);

(ii) interest runs on the full face value of the WMB Debt at the rate of 15% *per annum* (substantially increased from the original 3% rate) payable in the second year but accruing immediately;

(iii) Boich will receive 25% of the equity in a new entity being formed to acquire GGB ("**Acquire Co**.");

(iv) Boich will be entitled to designate an equal number of members to Acquire Co.'s Board as the Schottensteins, with one additional independent Board member;

(v) Boich will be provided a veto right for new capitalizations of Acquire Co., so as to ensure that his equity position is not diluted;

(vi) the amount of the GAOC Note was recast into American funds at a midpoint of historical conversion ranges; and

(vii) the Schottensteins, through All Js, would fund the DIP, unusually made junior in priority behind Boich's note.

(d) Of most importance:

(i) The Second Agreement also resulted in the termination of the personal guarantee that was given by Jay Schottenstein in connection with the GAOC Note.

(ii) I also understand that the Second Agreement was primarily negotiated between Jay Schottenstein (or his advisors) and not with Richard Whitaker, the CEO of GGB.

62. I believe that the foregoing is significant for several reasons as follows:

(a) The details of the WMB Agreement, the Second Agreement, the negotiations of the Second Agreement, and the Jay Schottenstein guarantee should have been disclosed to the Court in the initial CCAA application considering their material impact on GGB and its creditors;

(b) The Jay Schottenstein personal guarantee stood to protect GGB's position. It also ultimately benefitted creditors junior in priority to the GAOC Note, such as myself, because Jay Schottenstein is a credit worthy alternative source to repay the GAOC Note. Instead of obtaining anything of material value back to GGB, GGB traded a release of Jay Schottenstein on his personal guarantee for lucrative (and likely undervalued) inducements to WMB.

(c) The GAOC Note remains in default, to the prejudice of GGB's stakeholders, including myself. Now there is no protection from the Jay Schottenstein guarantee, and yet GGB still owes the same amount (or possibly more considering the currency conversion) of debt on the GAOC Note, and has to pay 12% higher interest than was initially payable under the GAOC Note. It is difficult to see what benefit was possibly conferred upon GGB, and it appears that the entire benefit of the Second Agreement runs to Jay Schottenstein personally, again, without any proper disclosure to the Court.

(d) It demonstrates the amount of self-dealing conducted by the Schottensteins to the detriment of GGB shareholders and creditors. This is exemplified by Boich's representations to me that the Second Agreement was negotiated primarily with the Schottensteins and their advisors, and not GGB even though it materially impacted GGB. This deal was negotiated just weeks before the CCAA application.

(e) Had Jay paid off the GAOC Note, the May Debenture would be in 1st priority.

63. The WMB Agreement and the Second Agreement were the first stages in the orchestration of this strategic CCAA restructuring, of which the Schottensteins and Boich are the architects.

Andrew Jolley Recruitment by Boich for Preservation of Nevada Cannabis Licenses

64. I was advised by Boich, as early as April, 2020, and do verily believe, that Boich has already assembled a business team for Acquire Co., which includes Andrew Jolley ("**Jolley**"). As set out in detail below, Jolley is a principal and founder of The Source, the cannabis dispensary company that was acquired by GGB that holds certain of GGB's Nevada state cannabis licenses, including the Las Vegas dispensary licenses. Jolley appears to have remained involved with GGB through its subsidiary since GGB's acquisition of The Source. However, Boich also advised me that the Schottensteins and Jolley do not see eye to eye.

65. An online article published on the website Las Vegas Weekly dated November 30, 2017, and available at https://lasvegasweekly.com/news/2017/nov/30/andrew-jolley-co-owner-ceo-the-source/ indicates that Jolley was, at that time, the Co-Owner and CEO of "The Source" and Nevada Organic Remedies. The article sets out that in addition, Jolley serves on the Nevada Green Ribbon Panel for Clark County (the county for Las Vegas) and as the President of the Nevada Dispensary Association. Attached hereto and marked as **Exhibit "16"** to this affidavit is a copy of the web page.

66. Attached hereto and marked as **Exhibit "17"** to this affidavit is a copy of a screenshot dated May 26, 2020, from the website OpenCorporates.com, being a search result for Nevada Organic Remedies LLC ("**Nevada Organic**"). The search result lists Jolley as a "Manager".

67. At Exhibit "G" of the First Whitaker Affidavit, and at page 7 of the GGB Short Form Prospectus marked as Exhibit A to the All Js Commitment Letter dated August 14, 2019 (or page 194 of the PDF file), and at Note No. 7, Nevada Organic is referred to as a U.S. subsidiary of GGB, and the Note indicates that the Board of Managers consists of Jolley, Joseph Schottenstein, and

Kraner. The chart on page 30 of the GGB Short Form Prospectus (or page 217 of the PDF file) sets out that Nevada Organic holds seven (7) cannabis licenses, consisting of two (2) cultivation (medical and adult-use), two (2) dispensary (medical and adult-use), two (2) production (medical and adult-use) and one (1) distribution, plus seven (7) additional provisional adult-use dispensary licenses.

68. Page 9 of the GGB Short Form Prospectus (or page 196 of the PDF file) sets out, among other things: (a) that that GGB was (then) currently dispensing products from its The+Source location, which is described as 1,100 square feet of selling space and one of the "premier dispensaries in Las Vegas"; and (b) that GGB then anticipated completing its acquisition of Henderson Organic on or about August 28, 2019, and would then own a second The+Source location in Henderson, Nevada, also with approximately 1,100 square feet of selling space. Based on my knowledge of the retail cannabis market as an investor in GGB, I understand that the Nevada cannabis licenses, and the Las Vegas licenses in particular, are the most valuable assets GGB owns and controls through its subsidiaries. This also stands to reason given the amount of tourism to Las Vegas.

69. Given Jolley's position and status in the Nevada cannabis industry, he appears to be an invaluable component in maintaining the good standing of the GGB Nevada cannabis licenses. Therefore, based upon Boich's comments to me that he has assembled a business team involving Jolley, Boich appears to strategically be setting up Acquire Co. to successfully maintain the Nevada licenses. This will be to Boich's significant benefit in the event that he becomes the 100% owner of Acquire Co., which, as explained in detail below, I verily believe is a very realistic possibility.

70. Accordingly, Boich, through WMB, appears to be well positioned to maintain GGB's Nevada state cannabis licenses with the Nevada state regulators, but the fact that Boich has assembled a business team for the future Acquire Co. including Jolley is not disclosed within the First Whitaker Affidavit or anywhere else in the initial Application Record.

Step Transaction to Full WMB/Green Ops/Boich Ownership

71. As set out above, since the Second Agreement gives Boich the ultimate power to veto any capitalizations that will dilute his equity in Acquire Co., it will be within his control to prevent Acquire Co. from raising capital for any reason, including but not limited to, repaying either the principal or interest on the WMB Debt. Boich will therefore himself be empowered to cause a default scenario for the WMB Debt. As a result, WMB (or Green Ops), through the purchase of the GAOC Note and the related General Security Agreement dated April 15, 2019 (referred to at paragraph 36 of the First Whitaker Affidavit), may be able to acquire all GGB equity and extinguish its debt, to the detriment of the May Debentureholders, including myself. I presume that WMB or Green Ops would have acquired the General Security Agreement securing the GAOC Note in connection with its purchase, however the Applicants have not disclosed this to the court.

72. As set out below, given the fact that the May 18th Extraordinary Resolution sets forth that my May Debenture will be converted to equity of Acquire Co., it is essential that I, and other creditors, as well as the Court, completely understand Acquire Co.'s financial issues, and the details of this conversion. For instance, the percentage equity interest into which the May Debentures will be converted remains entirely undisclosed! The CCAA therefore proposes that all May Debentures, including mine, are being liquidated for an entirely undisclosed price, in a transaction conducted and controlled by related, interested parties.

73. In addition to price, parties in interest are entitled to learn other financial facts about this forced equity investment, including the composition of the board, the particulars of the restriction placed on capitalization tied to Boich's veto power, and the significant indebtedness Acquire Co. will incur to Boich, and all others. All of this irrefutably material information has been concealed from me, the other stakeholders, and most importantly from the Court. It is equally critical that I (along with the other May Debentureholders) be informed of Acquire Co.'s capitalization at inception and its financial projections based on post COVID-19 business circumstances.

Subordination of May Debentures and May 3, 2020, Extraordinary Resolution Passed Without Notice to Me

74. Paragraph 41 of the First Whitaker Affidavit sets out that by way of an Extraordinary Resolution passed May 3, 2020 (the "**May 3 Extraordinary Resolution**"), the May Debentureholders permitted the incurrence of new senior indebtedness and related security, thereby allowing the All Js Secured Notes to rank senior in priority to the May Debentures. This was allegedly done through the consent of the "requisite majority". I was not provided with any notice of a meeting or vote for such an Extraordinary Resolution, nor was I sent a copy of the purported Extraordinary Resolution, at any time and although the May 18 Extraordinary Resolution (as defined below) was filed with the Court six days after the initial Application, the May 3 Extraordinary Resolution was only produced to me on May 27, 2020 after demand from my counsel (and as of the date of swearing this affidavit has not been disclosed to the Court).

75. I verily believe that the above Extraordinary Resolutions were made in breach of sections 7.2 and 7.10 of the May Debenture Indenture (produced at Exhibit "D" to the First Whitaker Affidavit, which require Extraordinary Resolutions be considered and acted upon in a meeting of May Debentureholders. Section 7.2 provides as follows:

Section 7. 2 Notice

At least 21 days' prior written notice of any meeting of Registered Debentureholders shall be given to the Registered Debentureholders in the manner provided for in Section 12.3 and a copy of such notice shall be sent by mail to the Debenture Trustee (unless the meeting has been called by the Debenture Trustee) and to the Corporation (unless the meeting has been called by the Corporation). Such notice shall state the time when and the place where the meeting is to be held, **shall state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Registered Debentureholders to make a reasoned decision** on the matter, but it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Section 7.2.

(emphasis added)

76. Section 7.10 provides in part:

Section 7.10 Powers Exercisable by Extraordinary Resolution

(1) In addition to all other powers conferred upon them by any other provisions in this Indenture or by law, **the Registered Debentureholders *<u>at a meeting</u>* shall, subject to the provisions of Section 7.11, have the power exercisable from time to time by Extraordinary Resolution:**

(a) **To agree to any modification, abrogation, alteration, compromise or arrangement of the rights of Registered Debentureholders** or the Debenture Trustee in its capacity as debenture trustee hereunder (subject to the Debenture Trustee's prior consent, acting reasonably) or on behalf of the Registered Debentureholders against the Corporation whether such rights arise under this Indenture or otherwise.

(emphasis and *<u>additional emphasis</u>* added)

77. As set out above, I did not receive any notice whatsoever of the May 3 Extraordinary Resolution, which apparently is dated just over two weeks prior to the date of the Application Record (which is dated May 19, 2020). The Applicants apparently have not disclosed this May 3 Extraordinary Resolution to the Court.

78. Based on the suggested "requisite majority", the Extraordinary Resolutions would appear to have been spearheaded by the Schottenstein family through their May Debentures held by LS

Green Investments LLC and Delancey Financial LLC, to the prejudice of my May Debentures, and to the benefit of the Schottenstein family, as they among other things, improve the security position held by All Js[3], another Schottenstein corporation.

79. Regardless of whether the Extraordinary Resolution procedures could have been valid and effective in implementing matters on notice to all May Debentureholders and to progress an arm's length transaction with an unrelated third party, in this case, the Extraordinary Resolution tactic was used to pursue secret and related party transactions benefiting only the interested parties that allegedly approved them.

80. Paragraph 42 of the First Whitaker Affidavit similarly sets out that on May 12, 2020, the May Debenture Trustee, Capital Transfer Agency, ULC, confirmed and agreed on behalf of itself and the May Debentureholders and Backstop Debentures, that GGB's obligations under the May Debentures and Backstop Debentures, as well as the security granted by the May Security Agreement (the security agreement entered into in connection with the May Debentures) would rank junior in priority to the security granted by the All Js Security Agreement (as defined in the First Whitaker Affidavit). I also did not receive any notice of this step apparently taken by Capital Transfer Agency, ULC.

May 18, 2020 Extraordinary Resolution Passed Without Notice to Me and Forced Conversion of May Debentures to Diluted Equity

81. On May 26, 2020 (six days after the initial CCAA Application), I received a copy of the Applicant's Motion Record for the "Comeback Motion" returnable May 29, 2020, which contains

[3] Through both the All Js Secured Notes and the Backstop Debentures.

the Affidavit of Raymond Whitaker sworn May 26, 2020 (the "**Second Whitaker Affidavit**"). Exhibit "D" to the Second Whitaker Affidavit is a second Extraordinary Resolution and Consent dated May 18, 2020 (the "**May 18 Extraordinary Resolution**"), <u>without the schedules,</u> which is dated just <u>two days prior</u> to the Initial Order of The Honourable Justice McEwen issued on May 20, 2020. The May 18 Extraordinary Resolution was not included in the Application Record, notwithstanding that it was already purportedly in existence a day prior to May 19, 2020, being the date of the Application Record and of the First Whitaker Affidavit.

82. Among other things, the May 18 Extraordinarily Resolution provides, on page two, with respect to the May Debentures, the following:

> **NOW THEREFORE, BE IT RESOLVED** that the undersigned Registered Debentureholders, whose Debentures represent at least 66 2/3% of the aggregate principal amount of Debentures outstanding as of the date hereof, by signing below, **hereby direct and authorize the Debenture Trustee to enforce payment of the Indebtedness by entering into an Acquisition Agreement substantially in the form attached hereto as Schedule "A" (the "Acquisition Agreement") with All Js Greenspace LLC** (together **with the Debenture Trustee, the "Purchaser") and GGB, pursuant to which the Purchaser as stalking horse purchaser will purchase the Purchased Assets and assume the Assumed Liabilities (as defined in the Acquisition Agreement) from GGB pursuant to and in accordance with the terms of the SISP (as defined in the Acquisition Agreement) upon the terms and conditions set forth in the Acquisition Agreement;**
>
> **AND BE IT FURTHER RESOLVED** that upon Closing (as defined in the Acquisition Agreement), the Purchaser will direct title to the Purchased Assets to an entity to be incorporated "**AcquireCo**), for the benefit of the Debentureholders and the holders of certain prior ranking claims to be credited against the purchase price pursuant to the Acquisition Agreement, and **AcquireCo shall assume the Assumed Liabilities (as defined in the Acquisition Agreement) at which time it is anticipated that the Indebtedness would be converted into equity of Acquireco with each Debentureholder as a registered and beneficial owner of such equity, following which time the Indebtedness would be extinguished, the Debenture Indenture terminated and of no further force and effect and the Debenture Trustee released from its obligations thereunder;**
>
> **(emphasis added)**

83. Accordingly, the May 18 Extraordinary Resolution sets out what the future holds for the May Debentures: that they will be forced into a completely unspecified and dilutable share equity in Acquire Co., and I will never be paid out, notwithstanding the purported status of the May Debentures as senior securities in default. I was not provided any notice whatsoever with respect to the May 18 Extraordinary Resolution, once again, in breach of the terms of the May Debenture Indenture set out above. The May 18 Extraordinary Resolution is executed by: AD Greenleaf LLC, Delancey Financial LLC, LS Green Investments, LLC, and WMB. It therefore appears that WMB and each of the Schottenstein corporations who hold May Debentures were given notice and permitted to cast their vote (but none of the other May Debentureholders were given the opportunity or even any notice).

84. The significant omission of any pricing information from the May 18 Extraordinary Resolution (failure to specify what percentage interest in which class of Acquire Co. security the May Debentures would be liquidated into), can only be rationally explained with reference to the interested party nature of the transaction. These interested parties already made their deal for equity splits in the Second Agreement, and simply do not care about what the May Debentureholders might receive.

85. The May 18 Extraordinary Resolution (which was filed with the Stalking Horse Acquisition Agreement) effectively sets out the Applicants' entire plan of reorganization which includes the self-dealing and preferences described above. Had I been provided with proper advance notice (or any notice) of the May 3 or May 18 Extraordinary Resolutions, I would have immediately instructed my legal counsel to launch an action for oppression and immediately move for an injunction to restrain the Applicants from proceeding on the basis of the self-dealing and wrongful preferences. Instead, both the May 3 Extraordinary Resolution and the May 18

Extraordinary Resolution appear to have been deliberately concealed from me, and concealed from the Court on the hearing for the Initial Order dated May 20, 2020.

Extraordinary Resolution for Backstop Debentures

86. The May Debentures are senior to the Backstop Debentures. This is set out (among other places in the applicable documents) at section 2.2(5) of the Backstop Debenture Indenture dated October 18, 2019 (Exhibit "I" to the First Whitaker Affidavit), which provides that the indebtedness, liability and obligations of GGB "shall be subordinated and postponed and subject in right of payment, to the extent and in the manner set forth with respect to any debts or obligations of the Corporation that rank senior to the Debentures, including the May 2019 Debentures".

87. The Backstop Debentures were designed and implemented in connection with GGB's Canadian equity public offering as a source of liquidity and funding to pay GGB's ongoing cash flow shortages and the May Debentures. On or about July or August 2019, I was advised by Posner, and do verily believe, that the Canadian securities regulator required GGB to have the funding available to continue operations for twelve (12) months, and pay out the May Debentures and the GAOC Note (from the public offering proceeds) before GGB would be permitted to consummate a public offering. My understanding is that this was the reason for the Backstop Debentures being implemented.

88. As set out above, the Backstop Debentures if fully advanced would total USD $67,350,000, $57,350,000 of which belongs to All Js, and the other $10 million of which belongs to Chiron Ventures Inc. As set out at paragraph 45 of the Whitaker Affidavit, GGB can contractually require All J's, as a Backstop Debentureholder, to subscribe to Backstop Debentures up to USD $36,750,000 in the event that the maturity date of the May Debentures (May 17, 2020) could not

be extended (referred to and defined as the "Extension Commitment" in the Whitaker Affidavit). At paragraph 53 of the Whitaker Affidavit, Mr. Whitaker deposes that GGB considered calling on All Js pursuant to the Extension Commitment, but opted not to even try to do so. I note that the amount of the Extension Commitment would be sufficient to pay out all of the May Debentureholders, excluding any of the Schottenstein corporations.

89. As set out above, All Js is the largest GGB shareholder holding approximately 18.5% and 39.6 % respectively, of GGB's issued and outstanding common shares.

90. For reasons unknown to me and inadequately explained above, GGB never even made a request under the Backstop Debentures to serve their proper purpose and pay the May Debentures upon their maturity on May 17, 2020. Instead, it appears that the Applicants now seek to subvert the Backstop Debentures' purpose and increase their standing to the same status as the very May Debentures they were intended to pay in full.

91. Also set out at Exhibit "D" to the Second Whitaker Affidavit is an undated Extraordinary Resolution and Consent of the Backstop Debentures, executed only by All Js. The Extraordinary Resolution and Consent from the Backstop Debentureholders largely mirrors the terms of the May 18 Extraordinary Resolution. As a result of Exhibit D's terms, the Backstop Debentures will also be converted into equity in Acquire Co.

92. The Schottensteins have therefore acted to collapse the Backstop Debentures into the May Debentures, thereby putting both debenture series on equal footing, notwithstanding the seniority of the May Debentures vis-à-vis the Backstop Debentures. This tactic directly violates the May Debenture Indenture (which requires an Extraordinary Resolution be enacted at a May Debentureholder meeting) and also the Backstop Debenture Indenture (which also requires a

Backstop Debentureholder meeting). The practical effect of this is that the Backstop Debentures will be permitted to survive the restructuring as a Schottenstein family asset, as opposed to acting as a source for the repayment of the May Debentures as they were intended.

DIP and Stalking Horse Make Fair Market Value Bids Improbable

93. As set out above, All Js, a Schottenstein family corporation, is currently the largest shareholder of the Applicants. All Js is now proposing to serve both as the DIP provider and a Stalking Horse bidder in a process that is designed to proceed extremely rapidly and on terms and conditions that, in my view, virtually ensures there will be no competitive bids tendered. While the Applicant's counsel's letter dated May 27, 2020 refers to the Monitor supervising the SISP, the Applicant has not disclosed an investment banker's engagement letter or submitted a DIP Budget that provides for any traditional investment banker "success fee". I also note that the proposed sales process does not involve the preparation of a usual short "teaser", and no preparation of a list of likely potential financial/strategic buyers to whom the "teaser" would be distributed. The SISP process is not designed to attract Superior Offers.

94. The DIP and the Stalking Horse bid terms make it impractical, if not impossible, for any arms' length party to make a bid that would properly reflect the market value of the valuable cannabis licenses that GGB holds through its subsidiaries (in particular, the Nevada state licenses described above). The proposed SISP mandated by the DIP terms allows only a "Superior Offer" to be recommended by the Monitor. A Superior Offer must pay the GAOC Note in full and at once, while the Stalking Horse bid can assume this obligation for later payment. A Superior Offer must post a 10% deposit, while the Stalking Horse bid entirely escapes this requirement. These differences, and onerous burdens impeding any Alternative Transaction, create a substantially

unfair selling process, tilted severely in favor of the Stalking Horse bid. Moreover, an Alternative Transaction can impose no conditions which were not in the Stalking Horse bid. Read literally, this may preclude an Alternative Transaction from qualifying as a Superior Offer.

Inadequate Disclosure of the Florida Deal

95. As set out at paragraphs 56-57 of the First Whitaker Affidavit, on June 3, 2019, GGB Florida LLC ("**GGB Florida**") purchased all of the shares of a company called Spring Oaks, from Stanley W. Harris, as representative of the sellers.

96. Paragraph 57 of the First Whitaker Affidavit sets out that the "Spring Oaks Notes" consists of a 15% convertible secured note issued to Mr. Harris in his capacity as representative of the sellers in the amount of USD $5,800,000, and a 15% convertible secured note issued to Mr. Harris in the amount of USD $11,400,000 with a two year term. Paragraph 58 of the First Whitaker Affidavit sets out that the Spring Oaks Notes are secured against all of GGB Florida LLC's assets.

97. As set out at paragraph 59 of the First Whitaker Affidavit, Green Ops is a corporation affiliated with WMB (and therefore Boich), and on May 4, 2020 (just weeks before the onset of this CCAA proceeding, and the same date that WMB or Green Ops obtained the GAOC Note), GGB received notice that Green Ops had acquired the Spring Oaks Notes. Neither the purchase price nor the related agreement by which Green Ops acquired the Spring Oaks Notes have been disclosed. I was advised by Boich by telephone, in the first half of May 2020, and do verily believe, that Green Ops paid approximately USD $10 million for the Spring Oaks Notes.

98. With respect to the possible "Florida Sale" of GGB Florida to an "interested party" described at paragraph 60 of the First Whitaker Affidavit, there is no description or information

provided, nor device in the proposed DIP that allows for future backup buyers to replace the current prospective buyer if the current Florida Sale fails to close. Sometime during May, 2020, Boich advised me by telephone that the purchase price pursuant to the Florida Sale is approximately USD $[redacted]. If the transaction is not closed by July 29, 2020, then Green Ops, will not grant any further forbearance, will realize on its security, and in so doing will receive the Florida cannabis licenses with no further effort or cost. If the $[redacted] purchaser completes the transaction, a further question is where and how will the net proceeds of sale be applied after repayment of the Spring Oaks Notes and other liabilities secured against assets. The answer to this question has not been disclosed to the Court.

99. I verily believe that the Applicant shows no *bona fide* effort to obtain a fair market value price for the Florida cannabis licenses if the current Florida Sale is not completed. Again, this is unsurprising given the related party and closed market dealing between the Schottensteins and Boich. Accordingly, the risk that those valuable assets will simply be lost to Green Ops (and therefore to Boich) appears very real.

100. The First Report of the Monitor dated May 26, 2020 refers to a signed Letter of Intent for the purchase of GGB Florida LLC and its subsidiaries that contemplates a “definitive agreement” to be signed by June 12, 2020, with a closing of July 12, 2020. However, the Letter of Intent has not been disclosed to the Court (I understand that the Applicants’ have deemed this document as being confidential). Similarly, there has been no disclosure of the purchase price or even of the identity of the purchaser, who is referred to only as an “interested party”.

101. At paragraph 17 of the First Whitaker Affidavit, Mr. Whitaker deposes that GGB Canada Inc. has “no assets”. This fails to reflect that GGB Canada Inc. is the parent company of GGB

Holdco Inc., who in turn is the parent company of GGB Green Holdings LLC, who is the parent company of all of the many subsidiaries who hold the various cannabis licenses. This is set out in the corporate structure chart produced at Exhibit “A” to the First Whitaker Affidavit.

102. I verily believe that if the cannabis licenses were professionally marketed for sale, a far greater recovery would be obtained for the Applicants’ creditors, including myself and the other May Debentureholders. For this reason, among numerous others, I require an adjournment of the Comeback Motion in order to be provided with a reasonable period of time in which to gather evidence of the true market value of GGB’s valuable cannabis licenses. I also require an adjournment in order for my legal counsel to conduct an examination of Whitaker on his affidavits, and examinations of Jay and Joseph Schottenstein and Boich with respect to the matters described above. Attached hereto and marked as **Exhibit “18”** to this affidavit is a copy of a letter dated May 26, 2020, which my legal counsel, Lou Brzezinski of Blaney McMurtry LLP, sent to, among others, counsel for the Applicants and counsel for All J’s, setting out my concerns and requesting an adjournment of the comeback motion.

103. Based on the various material non-disclosures of critical documents and information set out above, my legal counsel also served a Request to Inspect Documents on May 25, 2020. The Request to Inspect Documents included, among other documents, a request to inspect the WMB Agreement, the Second Agreement and other documents relating to WMB’s acquisition of the GAOC Note, and Jay Schottenstein’s personal guarantee of the GAOC note. Attached hereto and marked as **Exhibit “19”** to this affidavit is a copy of the Request to Inspect Documents and the related cover letter.

104. On Wednesday May 27, 2020, at 1:40 PM, counsel to the Applicants replied to Mr. Brzezinski's letter. Counsel to the applicant refused the requested adjournment, attached some of the requested documents (but not the critical WMB Agreement or the Second Agreement), advised that Mr. Whitaker could be available between 1:00 PM and 4:00 PM on Thursday, May 28, 2020, for cross-examination for on his affidavit (being at the end of business day the day before the comeback motion), but did not offer up Boich or Jay Schottenstein for examination. Attached hereto and marked as **Exhibit "20"** to this affidavit is a copy of the letter with cover email dated May 27, 2020.

105. Of paramount importance, I note that the Applicants' counsel appears to acknowledge the existence of the Second Agreement in his letter, stating "GGB is not a party to the WMB Agreement (as defined in your letter) and is not in possession of such an agreement". I suspect this is the position being taken as the agreement could be with the new Acquire Co, but of course I cannot be sure as I have not been provided a copy with the Second Agreement. Moreover, considering the Schottensteins control all of the key players (including GGB), I find it hard to believe that GGB would not have access to this Second Agreement.

Need for Examinations and Adjournment

106. As set out above, my opposition to the Application is centred largely around the preferential self-dealing conducted by the Schottensteins, their group of companies, and WMD Resources and Boich. The primary relief sought on my cross-motion is to set aside the Initial Order for the Applicants' lack of full and fair disclosure to the Court. However, in the event that this relief is not granted, then in order to make a full and fair response to the Application, I require an opportunity to have my legal conduct a cross-examination of Whitaker (after disclosure of all

material documents and within reasonable time prior to the hearing for which the evidence will be tendered) and Rule 39.03 examinations of Jay Schottenstein, Joseph Schottenstein, and Boich. It is also critical that I am provided disclosure of all the material documents referenced above and in the Request to Inspect Documents. Considering that to date, my requests for disclosure have not been completely fulfilled, I am also bringing a motion to the Court for disclosure. Without proper disclosure and the opportunity to conduct reasonable examinations, I verily believe that I will be unable to make full and fair answer to this proceeding, and my ability to exercise my rights as a secured creditor will be severely prejudiced.

No Urgency

107. Given that the DIP is from a related, non-arms' length Schottenstein family corporation (All Js), there appears to be no urgency whatsoever to the application. In addition, the Schottensteins have been funding GGB's operating losses since at least January 2020, and but for the Schottensteins, would likely have filed for CCAA many months ago. This is not a case of an arms' length lender such as a large bank offering a DIP on certain terms with set deadlines that are about to expire. The deadlines set out in the DIP are artificial and self-imposed by All Js and the Schottensteins, likely for the purpose of conducting the CCAA on an accelerated schedule to the prejudice of stakeholders such as myself.

Summary

108. Based on the foregoing, I am concerned that this proceeding has not been brought by the Applicants in good faith or with the best interests of all creditors in mind. Rather, it appears that the Applicants have cleverly crafted the CCAA process to:

(a) assist Jay Schottenstein in avoiding personal liability on his guarantee of the GAOC Note through a private agreement not disclosed to the Court that is designed to function in concert with the proposed DIP and Stalking Horse bid;

(b) through that same agreement, provide Boich a significant portion of equity and control over Acquire Co., with the likely end result that Boich will eventually own 100% of Acquire Co. (and therefore the valuable Nevada licences, among other assets) through WMB's (or Green Op's) security position in the GAOC Note;

(c) discharge what was intended to be properly secured and senior indebtedness to myself and other May Debentureholders into an undisclosed amount of diluted share equity (and subject to even further dilution in the future) in an inadequately capitalized Acquire Co. without disclosing this to the Court on the initial hearing, while at the same time, preserving the Backstop Debentures as a Schottenstein asset;

(d) control the process through a DIP loan funded by the Schottenstein family which imposes the condition of a SISP and terms of a Stalking Horse bid, that makes it highly improbable that any arms' length purchaser can submit a Superior Offer; and

(e) obtain the Court's blessing for these non-arms' length transactions through an order approving the DIP, the SISP order, and the ultimate approval of the Stalking Horse bid.

109. This affidavit is sworn in support of my cross-motion to set aside the Initial Order and declare it terminated and *void ab initio*, and in the alternative, in opposition to the Applicants' application for CCAA relief including the proposed DIP, Stalking Horse Acquisition Agreement, and SISP, and in support of my motion for disclosure of material documents and to examine witnesses, and in support of my request for an adjournment of the May 29, 2020 Comeback Motion, and for no other or improper purpose.

I CONFIRM THAT while connected via video conference, Michael D. Hovitz displayed his government issued photo identification in the form of a Passport and that I am reasonably satisfied that it is valid and current and that the person pictured is the same person as Michael D. Horvitz. I confirm that I reviewed each page of this affidavit with Michael D. Horvitz and can confirm that that each of the pages produced here are identical.

MICHAEL D. HORVITZ

SWORN BEFORE ME by video conference from the City of Harrison, Idaho, to the City of Toronto in the Province of Ontario on May 28, 2020

A Commissioner for Taking Affidavits

TAB 1

THIS IS EXHIBIT "1" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

SCHOTTENSTEIN PROPERTY GROUP, INC.

Organization Information

Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C | Corporation	12/2/1998		12/2/1998	Foreign	Profit			

Organization Information

Business Purpose		**Capital Stock**	0.0000
Charter County		**Control Number**	0
Charter State	OH	**Excess Acres**	0
At Will Term		**Member Managed**	
At Will Term Years		**Par Value**	0.000000
Authorized Shares	0	**Young Entrepreneur**	Not Specified

Addresses

Type	Address

Local Office Address	4300 EAST FIFTH AVENUE COLUMBUS, OH, 43219
Mailing Address	4300 E. FIFTH AVENUE ATT: LEGAL DEPARTMENT COLUMBUS, OH, 43219 USA
Notice of Process Address	TOD H. FRIEDMAN 4300 E. 5TH AVENUE COLUMBUS, OH, 43219
Principal Office Address	4300 E. 5TH AVENUE COLUMBUS, OH, 43219 USA
Type	**Address**

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Officers

Type	Name/Address
Director	JAY SCHOTTENSTEIN 4300 E. 5TH AVENUE COLUMBUS, OH, 43219
Director	BENTON E. KRANER (AND 4 OTHERS) 4300 E. 5TH AVENUE COLUMBUS, OH, 43219
President	BENTON E. KRANER (CFO) 4300 E. 5TH AVENUE COLUMBUS, OH, 43219
Secretary	TOD H. FRIEDMAN 4300 E. 5TH AVENUE COLUMBUS, OH, 43219
Type	**Name/Address**

Name Changes

Date	Old Name
9/26/2007	SCHOTTENSTEIN MANAGEMENT COMPANY
Date	**Old Name**

Date	Amendment
9/26/2007	NAME CHANGE: FROM SCHOTTENSTEIN MANAGEMENT COMPANY
Date	**Amendment**

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Annual Reports

Filed For
2019
2018
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Date filed

File Your Current Year Annual Report Online Here

For more information, please contact the Secretary of State's Office at 304-558-8000.

Monday, May 25, 2020 — 3:27 PM

TAB 2

THIS IS EXHIBIT "2" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

Corporations Division

Business Entity Summary

ID Number: 001405840 Request certificate New search

Summary for: SCHOTTENSTEIN STORES CORPORATION

The exact name of the Foreign Corporation: SCHOTTENSTEIN STORES CORPORATION

Entity type: Foreign Corporation

Identification Number: 001405840

Date of Registration in Massachusetts: 10-08-2019

Last date certain:

Organized under the laws of: State: DE **Country:** USA **on:** 09-27-1978

Current Fiscal Month/Day: 07/31

The location of the Principal Office:

Address: 4300 E. FIFTH AVE.

City or town, State, Zip code, Country: COLUMBUS, OH 43219 USA

The location of the Massachusetts office, if any:

Address:

City or town, State, Zip code, Country:

The name and address of the Registered Agent:

Name: CORPORATION SERVICE COMPANY

Address: 84 STATE ST.

City or town, State, Zip code, Country: BOSTON, MA 02109 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	JAY L. SCHOTTENSTEIN	4300 E. FIFTH AVE. COLUMBUS, OH 43219 USA
TREASURER	BRIAN T. STRAYTON	4300 E. FIFTH AVE. COLUMBUS, OH 43219 USA
SECRETARY	TOD H. FRIEDMAN	4300 E. FIFTH AVE. COLUMBUS, OH 43219 USA
DIRECTOR	JOSEPH A. SCHOTTENSTEIN	4300 E. FIFTH AVE. COLUMBUS, OH 43219 USA
DIRECTOR	JONATHAN R. SCHOTTENSTEIN	4300 E. FIFTH AVE. COLUMBUS, OH 43219 USA
DIRECTOR	JAY L. SCHOTTENSTEIN	4300 E. FIFTH AVE. COLUMBUS, OH 43219 USA
DIRECTOR	GLORIA S. HAFFER	4300 E. FIFTH AVE. COLUMBUS, OH 43219 USA
DIRECTOR	THOMAS R. KETTELER	4300 E. FIFTH AVE. COLUMBUS, OH 43219 USA
DIRECTOR	JEFFRY D. SWANSON	4300 E. FIFTH AVE. COLUMBUS, OH 43219 USA

Business entity stock is publicly traded: ☐

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares

TAB 3

THIS IS EXHIBIT "3" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

Wikipedia

Jay Schottenstein

Jay Schottenstein (born 1954) is an entrepreneur from Columbus, Ohio.

Jay Schottenstein	
Born	1954 (age 65–66)
Nationality	United States
Alma mater	Indiana University Bloomington (BS '76)
Occupation	businessman
Known for	CEO of Schottenstein Stores Corp. CEO of American Eagle Outfitters CEO of American Signature
Spouse(s)	Jeanne Rabe
Children	Joseph Schottenstein Jonathan Schottenstein Jeffrey Schottenstein
Parent(s)	Geraldine Hoffman Schottenstein Jerome Schottenstein
Family	Jon P. Diamond (brother-in-law)

Biography

Schottenstein was born to a Jewish family[1][2] the son of Geraldine (née Hurwitz) and Jerome Schottenstein. His father established Schottenstein Stores Corp. and was a prominent supporter of Jewish charities and served as board member of Yeshiva University in new york.

In 1976, Jay began working in his father's business and later married Jeanne Rabe, with whom he has three sons: Joseph, Jonathan and Jeffrey. He also has three grandchildren, Jacob, Jonah, and Emma. Since 1980, he has served as chairman of American Eagle Outfitters, Incorporated. In 1993, he replaced his father as head of Schottenstein Stores Corporation, as well as in his father's charity activities. Since 2005, he has served as chairman of DSW. He is one of the main contributors, along with his family, to the Schottenstein Edition of the Babylonian Talmud.

The Schottenstein family's wealth was estimated at $1.7 billion in 2014 and $2.7 billion in 2015, although the family dropped off of Forbes America's Richest Families in 2016.[3] Individually, Jay's wealth has not made the Forbes Complete List of the world's billionaires.[4] His wealth comes mainly from Retail Ventures, Inc. (RVI) and American Eagle Outfitters, in which it currently holds a 26.5% stake. Schottenstein personally owns about 3% of American Eagle Outfitters, as well as Retail Ventures' stake in the company.[5] In 2015, the Schottenstein family donated $1 million to the presidential candidacy of John Kasich.[6] Jay is also the owner of the superyacht Just J's.[7]

References

1. "Jewish 100: Jay Philanthropy" (http://www.algemeiner.com/2013/04/24/jewish-100-jay-schottenstein-%E2%80%93-philanthropy/). *The Algemeiner*. Retrieved 8 October 2013.
2. Cleveland Jewish News: "The 30-plus most influential Jews in America" (https://www.clevelandjewishnews.com/archives/the--plus-most-influential-jews-in-america/article_0f288065-7b64-5f54-94ed-bc8be16e2e3d.html) December 27, 2001
3. "Schottenstein family" (https://www.forbes.com/profile/schottenstein/). *Forbes*. Retrieved 2019-01-17.
4. "The World's Billionaires" (https://www.forbes.com/billionaires/list/). *Forbes*. Retrieved 2019-01-17.
5. https://finance.yahoo.com/q/mh?s=AEO
6. "Million-Dollar Donors in the 2016 Presidential Race" (https://www.nytimes.com/interactive/2016/us/elections/top-presidential-donors-campaign-money.html). New York Times. 25 August 2015. Retrieved 14 October 2015.

7. "Just J's (yacht)" (https://en.wikipedia.org/w/index.php?title=Just_J%27s_(yacht)&oldid=845465744), *Wikipedia*, 2018-06-12, retrieved 2019-01-17

External links

- Forbes article (https://www.forbes.com/finance/mktguideapps/personinfo/FromMktGuideIdPersonTearsheet.jhtml?passedMktGuideId=88756) (Broken Link)
- Yeshiva University news (https://web.archive.org/web/20060911070438/http://www.yu.edu/news_stories/june2003/schottenstein.html)
- "The Wasteland" (https://www.forbes.com/forbes/2003/1124/092.html) on Forbes
- Jay L. Schottenstein - Honorary Director (http://www.jnf.org/about-jnf/our-leadership/board-members/jay-l-schottenstein-1.html)

TAB 4

THIS IS EXHIBIT "4" REFERRED

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D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

DOC ID ----> 201912903162

069

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
05/09/2019	201912903162	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	200.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

LEGAL DEPARTMENT
4300 EAST 5TH AVENUE
COLUMBUS, OH 43219

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, Frank LaRose
4333925

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

LS GREEN INVESTMENTS LLC

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG **Effective Date: 05/09/2019**	**201912903162**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 9th day of May, A.D. 2019.

Ohio Secretary of State

DOC ID ----> 201912903162

Form 533A Prescribed by:

OFFICE OF THE
Ohio Secretary of State

Date Electronically Filed: 5/9/2019

Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910

www.OhioSecretaryofState.gov | Busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: $99

Form Must Be Typed

CHECK ONLY ONE (1) BOX

(1) ☒ Articles of Organization for Domestic For-Profit Limited Liability Company (115-LCA)

(2) ☐ Articles of Organization for Domestic Nonprofit Limited Liability Company (115-LCA)

Name of Limited Liability Company: LS Green Investments LLC

(Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd., "or "ltd".)

Optional: Effective Date (MM/DD/YYYY) 5/9/2019

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Optional: This limited liability company shall exist for ____________

Period of Existence

Optional: Purpose

** **Note for Nonprofit LLCs**
The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

LS Green Investments LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

TOD H. FRIEDMAN

(Name of Statutory Agent)

4300 E FIFTH AVE

(Mailing Address)

COLUMBUS	OH	43219
(Mailing City)	(Mailing State)	(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, TOD H. FRIEDMAN (Name of Statutory Agent), named herein as the

Statutory agent for LS Green Investments LLC (Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature TOD H. FRIEDMAN

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

PAMULA A. LILLIE

Signature

AUTHORIZED REPRESENTATIVE

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

TAB 5

THIS IS EXHIBIT "5" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

Department of State: Division of Corporations

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	4467521	Incorporation Date / Formation Date:	12/4/2007 (mm/dd/yyyy)
Entity Name:	DELANCEY FINANCIAL LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

REGISTERED AGENT INFORMATION

Name:	CORPORATION SERVICE COMPANY		
Address:	251 LITTLE FALLS DRIVE		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19808
Phone:	302-636-5401		

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

Would you like ○ Status ◉ Status,Tax & History Information

Submit

View Search Results New Entity Search

TAB 6

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THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

DOC ID ----> 201802300598

076

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/24/2018	201802300598	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	100.00	0.00	0.00

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LEGAL DEPARTMENT
4300 EAST 5TH AVENUE
COLUMBUS, OH 43219

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, Jon Husted

4125256

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

ALL JS GREENSPACE LLC

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG **Effective Date: 01/23/2018**	**201802300598**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 24th day of January, A.D. 2018.

Jon Husted

Ohio Secretary of State

Form 533A Prescribed by:

Date Electronically Filed: 1/23/2018

JON HUSTED
Ohio Secretary of State

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For screen readers, follow instructions located at this path.

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: $99

Form Must Be Typed

CHECK ONLY ONE (1) BOX

(1) ☒ Articles of Organization for Domestic For-Profit Limited Liability Company (115-LCA)

(2) ☐ Articles of Organization for Domestic Nonprofit Limited Liability Company (115-LCA)

Name of Limited Liability Company: ALL JS GREENSPACE LLC

Optional: Effective Date (MM/DD/YYYY) 1/23/2018

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Optional: This limited liability company shall exist for ______

Period of Existence

Optional: Purpose

** **Note for Nonprofit LLCs**
The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

ALL JS GREENSPACE LLC
(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

TOD H. FRIEDMAN
(Name of Statutory Agent)

4300 E. FIFTH AVENUE
(Mailing Address)

COLUMBUS	OH	43219
(Mailing City)	(Mailing State)	(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, TOD H. FRIEDMAN, named herein as the
(Name of Statutory Agent)

Statutory agent for ALL JS GREENSPACE LLC
(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature TOD H. FRIEDMAN
(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

PAMULA A. LILLIE

Signature

AUTHORIZED REPRESENTATIVE

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

TAB 7

THIS IS EXHIBIT "7" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

Press Release: Green Growth Brands Files For Bankruptcy

COLUMBUS, Ohio, May 20, 2020 (GLOBE NEWSWIRE) — Green Growth Brands Inc. (CSE: GGB) (OTCQB: GGBXF) announced today that it and certain of its direct and indirect wholly owned subsidiaries (collectively "**GGB**", the "**Company**" or the "**Applicants**") have filed for insolvency protection under the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") and obtained an order (the "**Initial Order**") from the Ontario Superior Court of Justice (the "**Court**") granting the Applicants protection under the CCAA. Ernst & Young Inc. ("**E&Y**") has consented to act as the Court-appointed monitor (the "**Monitor**") of the Applicants. The Court has granted CCAA protection for an initial 10 day period (the "**Initial Period**"), subject to extension thereafter as the Court deems appropriate, which expires on May 29, 2020. While under CCAA protection, creditors and others are stayed from enforcing any rights against the Applicants.

As previously disclosed, the continuing operations of the Company are dependent upon its ability to continue to raise adequate financing, to commence profitable operations, and to repay its liabilities arising from normal business operations as they become due. The CCAA filing was necessitated due to a severe liquidity crisis in the face of material matured and maturing debt, which liquidity crisis was further exacerbated by the negative impact of the COVID-19 pandemic. The pandemic has forced the Company to indefinitely suspend its cannabidiol business, ultimately resulting in the appointment of a receiver for that business and to restrict operations at the Company's The+Source dispensaries in the Las Vegas, Nevada region as a result of Nevada Governor Stephen Sisolak's March 20, 2020 order limiting dispensary operations in the state. After careful consideration of all other available alternatives, GGB's board of directors determined that it is in the best interests of the Company and all its stakeholders to seek protection under the CCAA.

All Js Greenspace LLC ("**All Js**" or the "**Lender**"), one of GGB's existing secured lenders, has agreed to fund the CCAA proceedings through a debtor-in-possession loan facility (the "**DIP Agreement**") in the initial amount (the "**Initial Amount**") of up to US$1 million. An additional $US6.2 million will be made available for borrowing under the DIP Agreement following the Initial Period upon Court approval (such approval, the "**Amended and Restated Initial Order**") at a subsequent hearing (the "**Comeback Hearing**") that would (i) extend the stay period; (ii) increase the amount of the DIP Lender's Charge (as defined below); (iii) approve a sale and investment solicitation process (the "**SISP**"); and (iv) approve a stalking-horse agreement (the "**Stalking Horse Agreement**") among the Company, All Js and Capital Transfer Agency in its capacity as the debentureholder trustee of the Company's (A) US$45,500,000 aggregate principal amount of 15.00% secured convertible debentures that matured May 17, 2020 and (B) US$23,717,000 aggregate principal amount of 5.00% secured convertible debentures maturing in 2024 (the "**Backstop Debentures**") (All Js and Capital Transfer Agency in its said capacity are collectively referred to as the "**Secured Credit Bidders**") pursuant to which the Secured Credit Bidders would act as stalking-horse bidders under the SISP. The Company intends to return to the Court within 10 days for the Comeback Hearing to seek the Amended and Restated Initial Order.

During the CCAA proceedings, it is expected that ordinary course obligations to employees and key suppliers of goods and services subsequent to the filing date will continue to be met. Management of the Company will remain responsible for the day-to-day operations under the general oversight of the Monitor.

A copy of the Initial Order and other Court materials and information related to the Company's CCAA proceedings, all as may be updated or amended from time to time, are available on the website maintained by E&Y at www.ey.com/ca/ggbi.

The Company intends to provide further updates on the CCAA proceedings when there are significant developments.

The Company also announced today that its Florida-based subsidiaries entities (GGB Florida LLC, GGB Green Holdings LLC and Spring Oaks Greenhouses, Inc. (collectively, the "**GGB Florida Subsidiaries**")) have entered into a forbearance agreement (the "**Forbearance Agreement**") in respect of certain events of default under, among other things, the amended and restated security agreement (the "**Florida Security Agreement**") dated as of April 29, 2020, among the GGB Florida Subsidiaries, the Company and Green Ops Group LLC ("**Green Ops**") as the secured creditor thereunder and certain loan documents originally entered in favour of Stanley W. Harris, as the representative of each seller under that certain share purchase agreement dated as of June 3, 2019, pursuant to which the Company acquired its Florida-based cannabis business.

Pursuant to the terms of the Forbearance Agreement, Green Ops has agreed, among other things, not to commence a foreclosure sale of the collateral (“**Collateral**”) under the Florida Security Agreement or accelerate amounts due under the related loan documents (the “**Forbearance Covenant**”) until June 15, 2020 (the “**Forbearance Period**”) as such period may be extended in accordance with the terms of the Forbearance Agreement. In addition, Green Ops has agreed to advance US$500,000 to the GGB Florida Subsidiaries, representing the balance payable under a US$1 million principal amount 15% secured note dated April 29, 2020. In consideration of the Forbearance Covenant, the Company and Florida Subsidiaries have agreed to conduct a sales process in respect of the business, assets and undertaking of the Florida Subsidiaries with the intention of entering into a binding agreement of purchase and sale prior to the expiry of the Forbearance Period.

The Company and the GGB Florida Subsidiaries have agreed that, upon expiry of the Forbearance Period, the Forbearance Covenant shall terminate and Green Ops shall be entitled to exercise any and all of its rights under the applicable loan documents and applicable law against the Collateral, and the Company and the GGB Florida Subsidiaries will not contest any such enforcement action pursuant to the terms of a Voluntary Surrender of Collateral in Satisfaction of Debt and Release Agreement among the parties.

The DIP Agreement

Subject to certain conditions, All Js will make available to the Company a secured non-revolving credit facility up to a maximum principal amount of US$7,200,000. GGB Canada Inc., GGB Holdco Inc., GGB Green Holdings LLC, GGB Nevada LLC, GGB Nevada Pahrump LLC, GGB Nevada Land LLC, Wellness Orchards of Nevada LLC, Henderson Organic Remedies LLC, Nevada Organic Remedies LLC, Sahara Merchants LLC, GGB Massachusetts LLC, GGB Massachusetts Land LLC, Just Healthy, LLC, Xanthic Biopharma Limited, Xanthic Biopharma US Hold Co., and Xanthic Colorado LLC (collectively, the “**Guarantors**”) will be guarantors of the Company’s obligations under the DIP Agreement.

The proceeds of the DIP Agreement shall be used during the CCAA proceedings to fund (i) financial advisory fees and professional fees; (ii) the payment of interest and other amounts payable under the DIP Agreement; and (iii) the ongoing requirements of the Company and the Guarantors (including for working capital and other general corporate purposes), in each case in accordance with a budget agreed to with the Lender (the “**DIP Budget**”). The Company may not use the proceeds of the DIP Agreement to pay any pre-filing obligations of the Borrower or the Guarantors without the prior written consent of the Lender or as contemplated by the DIP Budget.

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

Amounts owing under the DIP Agreement will bear interest at a rate of 5% per annum (with overdue amounts bearing interest at the applicable interest rate plus 2% per annum payable on demand) and have the benefit of a Court-ordered charge on the assets, property and undertakings (the “**Property**”) of the Applicants (the “**DIP Lender’s Charge**”), ranking behind (i) a charge on their Property in the maximum amount of US$1,000,000 to secure the fees and disbursements incurred in connection with services rendered to the Applicants, both before and after the commencement of the CCAA proceedings by the Monitor and its counsel and Applicants’ counsel; (ii) a charge to secure payment under the indemnity granted by the Initial Order in favour of the Applicants’ directors and officers; and (iii) a charge in respect of the Company’s obligations under that certain promissory note in the principal amount of $39,000,000 dated May 15, 2019 as amended and restated on November 15, 2019.

Early Warning Disclosure

This press release is also issued pursuant to National Instrument 62-103 - *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*, which requires a report to be filed by All Js on SEDAR (www.sedar.com) containing additional information with respect to certain of the foregoing matters. To receive a copy of the early warning report filed in respect of the above matters, please contact Michael Broidy at 614-449-4200 or michael.broidy@vcf.com. GGB's head office is located at 4300 E. Fifth Avenue, Columbus, Ohio 43219.

All Js beneficially owns an aggregate of 63,931 proportionate voting shares of the Company ("**PV Shares**") on a non-diluted basis and 192,459 PV Shares on a partially-diluted basis (representing 100% and 100%, respectively, of the Company's issued and outstanding PV Shares) and an aggregate of 38,178,086 common shares of the Company ("**Common Shares**") on a non-diluted basis and 135,311,386 Common Shares on a partially-diluted basis (representing approximately 18.5% and 39.6%, respectively, of the Company's issued and outstanding Common Shares).

All Js may in the future, depending on various factors and subject to the provisions of the SISP, the DIP Agreement, orders of the Court under the CCAA proceedings, the Stalking Horse Agreement and applicable securities laws, increase or decrease its beneficial ownership, control or direction over securities of GGB through market transactions, private agreements, treasury issuances, exercise of warrants or otherwise. All Js may also engage in discussions or negotiations with other debtholders, shareholders and other stakeholders of GGB in connection with various matters depending on how the CCAA proceedings unfold, including regarding possible changes to the capitalization, constating documents, corporate structure or the board of directors or management of the Company as may be appropriate in the circumstances.

About Green Growth Brands Inc.

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

Cautionary Statements

Forward Looking Information

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

Readers are cautioned that the foregoing list is not exhaustive. Readers are further cautioned not to place undue reliance on forward-looking statements as there can be no assurance that the plans, intentions or expectations upon which they are placed will occur. Such information, although considered reasonable by management at the time of preparation, may prove to be incorrect and actual results may differ materially from those anticipated. The forward-looking statements contained in this release, including the ability of the Company to operate in the ordinary course during the CCAA proceedings, including with respect to satisfying obligations to employees and key suppliers of goods and services; the ability of the Company to successfully restructure its finances and operations; and the availability of financing to be provided under the DIP Agreement, are made as of the date hereof and the Company is not obligated to update or revise any forward-looking information, whether as a result of new information, future events or otherwise, except as required by applicable securities laws. Forward-looking statements contained in this news release are expressly qualified by this cautionary statement.

Information Relating to All Js

All information in this press release under the heading “Early Warning Disclosure”, including but not limited to All Js’ intentions with respect to the securities of the Company over which it has direction or control, was provided by All Js and has not been independently verified by the Company.

US Securities Law Disclaimer

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

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

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Many states started 2020 with plans to put legalization on the ballot, but COVID-19 has slowed […]

- Oregon Congressional Candidate Handles Coronavirus With Cannabis

by Dispensaries Editor on May 11, 2020 at 11:00 am

In a move that would have been shocking not long ago, a Democratic congressional candidate is […]

Mark Taylor

Our European Editor has published the title.

Cannabis Law & Regulation with UK Publisher. Bloomsbury Professional

- Your COVID-19-Related Business Losses Might Be Covered by Insurance

  While many cannabis businesses don't have access to government relief funds, they might find some […]

- Most Americans Favor Cannabis Legalization, But Not On Bumper Stickers

  A new survey shows Americans still have concerns about openly supporting marijuana. While 66 […]

- This Is Your Brain On Terpenes

  We understand very little about the compounds that give cannabis its aroma and flavor. Scientists […]

- 5 Ways To Contribute To Healthcare Workers

  Healthcare workers have been deeply affected by the coronavirus. Here's how you can help.

- 'The Industry Will Catapult Forward At Light-Speed' - Q&A With Collin Lam of Curaleaf

  In this series, Ophelia Chong, co-founder of Asian Americans for Cannabis Education, mines critical […]

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Upcoming Events

1. **Cannabis & Cancer**

   May 27 @ 8:30 pm EDT

2. **New Zealand: iHEMP Summit 2020**

   June 3 @ 8:00 am - June 6 @ 5:00 pm UTC+0

View All Events

Bust(s) of the Day

Bored of Reading Cannabis Industry News? Take A Lighter Turn At Wake & Bake Daily.

- Australia: Pluto From Palmer The Police Dog Busts Weed Grower

A man has been reported for allegedly cultivating cannabis and possessing equipment for cultivation […]

- Florida: Detectives make largest marijuana bust in Lake County history worth $2.3 million, deputies say

Suspect, brother part of international drug ring operating in Florida… A Florida man is in […]

- Saudis bust attempt to smuggle 1.6 tonnes of drugs from Yemen Based Al Houthis

Five arrested over involvement in the attempt to bring drugs into Saudi Arabia Saudi anti-drugs […]

- Australia – Another Python Found Guarding Cannabis Grow

That two pythons two weeks! Python, drugs, weapons seized, man charged at Leeton A man has been […]

- Australia – NSW: Eighth person charged after seizure of cannabis worth nearly $10 million at Dubbo

Detectives have charged an eighth person following the seizure of nearly $10 million worth of […]

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- WHY INTELLECTUAL PROPERTY PROTECTION IS CRITICAL TO YOUR CANNABUSINESS

Written By Craig Small Senior Attorney at Hoban Law Group For any business to be successful it must […]

- EU hemp industry awaits court ruling on French CBD ban

Last week, the hemp industry gained valuable insight into how the highest court in the European […]

- The Hoban Minute – 48 University of Connecticut's Matthew DeBacco | The Role of Higher Education Cannabis

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CFN Media Group

- Village Farms International Announces Pure Sunfarms’ Initial Cultivation and Sales License for Delta 2 Greenhouse / Pure Sunfarms to Begin Roll Out of Vape Products this Summer

VANCOUVER, May 25, 2020 /CNW/ – Village Farms International, Inc. (“Village Farms” or […]

- Micron Waste and Subsidiary Covid Technologies Inc. Applaud Recent Success of Using Medical Face Masks to Prevent Spread of COVID Disease

VANCOUVER, May 26, 2020 /CNW/ – Micron Waste Technologies Inc. (“Micron” or the […]

- Ayr Strategies Reports First Quarter 2020 Financial Results

Q1 Revenue Increased to $33.6 Million Despite COVID-19 Challenges in March Generated $7.4 Million […]

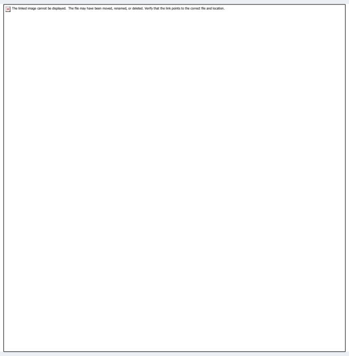
- NewLeaf Brands Agrees to Acquire Mindleap Health Inc., Digital Health Platform to Combine Mood, Emotion and Habit Tracking With Tele-health in the Fight Against Mental Illness

NewLeaf Brands Inc. (CSE: NLB) (OTC: NLBIF) (FSE: 0NF) ("NewLeaf Brands" or the "Company") […]

- Clear Cannabis Inc. Appoints Tom Brooksher As New Chief Executive Officer

May 19, 2020 11:12 AM Eastern Daylight Time DENVER–(BUSINESS WIRE)–Clear Cannabis Inc., a […]

CFN Media Podcasts



- The Daily Hit: May 26, 2020

It's time for your Daily Hit of cannabis financial news for May 26, 2020. On The Site Aphria […]

- Aphria Leaves NYSE, Moves To NASDAQ

Aphria Inc. NYSE: APHA has decided to throw in the towel on its listing at the New York Stock […]

- Dispensary Job Market Still Strong Despite The Lockdowns

Leafly, the largest cannabis website in the world, issued its fourth annual Cannabis Industry Jobs […]

- Gummy Products Are Changing The Way People Think About CBD

Editors Note: This is a guest post When CBD first entered the marketplace the products were limited […]

- Green Market Report's Marijuana Money May 22, 2020

This week, Massachusetts said that recreational sales could begin on May 25th or Memorial Day. […]

Cannabis Law Journal

- Mackrell.Solicitors and CBD industry leaders respond to the FSA's announcement to further regulate CBD in the UK

The Food Standards Agency (FSA) has announced that food and supplements containing CBD will have […]

- Potential for lucrative cannabis industry in South Africa

In 2018 the Constitutional Court – South Africa's highest court – unanimously ruled to […]

- California: CDFA Issues Draft Cannabis Appellation Regulations 45-day Comment Period Begins By Heather Burke and Anne Kelson

CDFA's cannabis appellation-related regulations were finally released on February 20, 2020, and […]

- USDA NON-ENFORCEMENT OF DEA-LAB AND DISPOSAL REQUIREMENTS

After a significant outcry by the hemp community, the USDA is backing down from its requirement […]

- 2020 Colorado Cannabis Laws Update

On January 1st, two new marijuana laws went into effect in Colorado. The first was House Bill […]

TAB 8

THIS IS EXHIBIT "8" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

Logout

Department of State: Division of Corporations

Allowable Characters

HOME
About Agency
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Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	**7951328**	Incorporation Date / Formation Date:	**4/28/2020** (mm/dd/yyyy)
Entity Name:	**GREEN OPS GROUP LLC**		
Entity Kind:	**Limited Liability Company**	Entity Type:	**General**
Residency:	**Domestic**	State:	**DELAWARE**

REGISTERED AGENT INFORMATION

Name:	**THE CORPORATION TRUST COMPANY**		
Address:	**CORPORATION TRUST CENTER 1209 ORANGE ST**		
City:	**WILMINGTON**	County:	**New Castle**
State:	**DE**	Postal Code:	**19801**
Phone:	**302-658-7581**		

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

Would you like ○ Status ○ Status,Tax & History Information

Submit

View Search Results   New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

TAB 9

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THIS 28TH DAY OF MAY, 2020.

Steph Gaudreau

Stephen Gaudreau
A Commissioner of Oaths

3:18

106

SP

Sean >

May 7, 2019, 3:00 PM

Let's make sure the debenture is in USA not CAD ok?

Setting up call it's us Schottenstein Tom

Which Tom?

Tomorrow

K

May 8, 2019, 5:12 AM

iMessage

Pay

TAB 10

THIS IS EXHIBIT “10” REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

From: Sean Posner <sp@posnergroup.com>
Date: July 12, 2019 at 8:46:53 AM PDT
To: "michael@horvitz.me" <michael@horvitz.me>
Subject: Fwd: GGB CN - Schottenstein Effect + Moxie = must own

Sent from my iPhone

Begin forwarded message:

From: Joey Schottenstein <joey.schottenstein@spgroup.com>
Date: July 10, 2019 at 3:09:55 PM EDT
To: "Sp@posnergroup.com" <Sp@posnergroup.com>, "Wayne@Boich.com" <Wayne@Boich.com>
Subject: Fwd: GGB CN - Schottenstein Effect + Moxie = must own

Sent from my iPhone

Begin forwarded message:

From: Eric Lazer <eric@marquispartners.ca>
Date: July 10, 2019 at 2:36:06 PM EDT
To: David Rosenblatt <david@moxie710.com>, Zev Scherl <zev@moxie710.com>, Peter Horvath <PHorvath@greengrowthbrands.com>, Jordan Lams <jordan@moxie710.com>, Joey Schottenstein <Joey.Schottenstein@spgroup.com>
Subject: FW: GGB CN - Schottenstein Effect + Moxie = must own

Eric Lazer, Managing Partner
(416) 917-8074

From: Eric Lazer
Sent: Wednesday, July 10, 2019 2:33:45 PM
To: Elliot; Arvivadam@gmail.com
Subject: FW: GGB CN - Schottenstein Effect + Moxie = must own

Eric Lazer, Managing Partner
(416) 917-8074

From: Winston Miles <wmiles@viiicapital.com>
Sent: Wednesday, July 10, 2019 2:32:14 PM
To: Winston Miles
Subject: GGB CN - Schottenstein Effect + Moxie = must own

G'day from the road as I head to the Calgary Stampede for some O&G handshakes, so pls excuse an abundance of typos. Had to get this one out.

Today, I write to sing the praises of one Green Growth Brands (GGB). After spending some time at Schottenstein H.Q. in Columbus, Ohio... I'm very excited about getting you all long GGB.

What did I learn? Well, Green Growth Brands (GGB) is a lot more than an MSO, CBD brand or whole sale cannabis distributor. While they may be all of those things, it was evident GGB is a piece of something special. That something special is the Jay Schottenstein + Family Empire. The Schottenstein's sprawling business campus houses many of their prized brands like, Designer Shoe Wear-house (DSW), as well as GGB's corporate offices. To say the Shottenstein's are part of the fabric of Ohio is a vast understatement. This becomes clear as soon as you land in Columbus, when you see a massive "Welcome to Columbus" sign from the employees of DSW - visible to all incoming airplanes. The Schottenstein family is part of Ohio's DNA. You should have heard the tone of the customs officer change after I mentioned we were here to visit Mr. Schottenstein. He smiled ear to ear, pridefully talking about what Jay and the family mean to Ohio, as if he were talking about a beloved uncle.

If you said to me "Winston, what was the most important thing you learnt on the trip?" - I would tell you Jay Schottenstein and family are ALL IN.

When Mr. Schottenstein told us his families story, he emphasized one thing... "we don't sell". They got involved in American Eagle in 1981 and at the time had 7 stores. Last year, they were the #1 seller of women's jeans in the USA, with over 40mm units sold, out pacing a little company called Levi's. You may have heard of them. The Schottenstein's have NEVER sold a share. Designer Shoe Wearhouse is another gem in the family portfolio; last year they sold the 2nd most women's shoes in the USA. They also operate the 2nd largest US Grocery store in Albertons/Safeway, behind only Kroger. In summary, Mr. Schottenstein has a track record of winning. The family also has track record of picking the best people to run their businesses. GGB is no exception.
I learnt that Mr. Schottenstein is far more hands on than I anticipated... The GGB offices are located in the same building of the complex that Jay's every day office is in. I tell you this to illustrate how closely he works with the team. From an economic perspective, he is heavily aligned, owning 37% of the company on a FD basis. A guy who doesn't sell, and likely will role this into his greater empire when Cannabis is federally legalized, is a great anchor shareholder in my books. With GGB, you could argue progress is cumulative. Long exposure allows you to stand on the shoulders of giants.

When we took a tour of the offices, there was an energy that you could feel. 117 GGB people, all in one room. They plan to ramp that up to 200 in short order. Walking around, you couldn't help but feel the collaboration. An open concept office, means less emails and more communication. Many of us on the Buy/Sell Side can appreciate that. The CEO's office is right at the end of the bull pen - door open and all... in the mix! Every group we interrupted for intro's had one thing in common; the senior leadership in the group is a part of the Schottenstein empire's "family tree". They either came from DSW, Victoria Secret, American Eagle, Abercrombie, etc. From marketing, to buying, to finance... there were world class merchants everywhere. Peter Horvath and Jay Schottenstein have essentially hand picked their team, many of whom have years, or even decades of experience in one or more of Jay's many businesses. They have chosen to transition to GGB, to build a house hold name in cannabis, just like they've done with other brands in other areas in the past. From the top down, even Mr. Horvath, CEO of GGB fits this mould. Jay joked "I picked Peter off the bench, he's one of my guys I had waiting in the wings - Peter is the best at hiring the best people".

Since GGB splashed onto the scene, some would argue there's been a lack of catalyst to get the people excited about the name. I would say they needed to become an execution based story. That's beginning to happen. Right now, GGB is at a crossroads, transitioning from story, to execution. I would argue that this inflection point for the business, will also be an inflection point for the stock. Today, the CBD business is ramping up, and FAST. Ricky Bobby fast. By the end of the week, we could see their products sold in over 1500 stores nationwide. There are also 63 kiosks currently open. In four weeks that number will be closer to 150. By year end, there will be 240. In other words, in 4 weeks, GGB will be in 60 new malls... and not just any old malls... the best in the US. As you know, Simon Property Group - - SMG US on the big board - - owns ~1mm shares of GGB, and has worked with the Schottenstein family for decades = best locations. I learnt there are ~1700 malls in the US. 300 of which are considered premium. GGB is ONLY going into those 300. I had a great chat with GGB's COO Rand Whitaker, a super impressive guy, who ran real estate for Belk, a privately held department store with 293 locations. Prior to Belk, he worked with Victoria Secret for more than 15 years. This guy is a STUD. We discussed his Florida plans, an area I know well quite well. Big name malls like Aventura and Saw Grass Mill's (my GF's favourite rainy day activity) will be likely homes of GGB CBD outlets. They're basically only going into the highest grossing malls in the nation. The economics are attractive too... The average daily volume of a mall kiosk would be something like $1k/day. Also worth mentioning, these mall kiosks aren't capital intensive to set up... $60k/per kiosk, and they look a lot more like a store than what you're imaging. The CBD biz should also be FCF'ing by December 2019, and you know I love me some FCF. Who doesn't really? As I eluded to before, they're building a real retail powerhouse, with immense attention to detail. They've hired talent with the best and deepest retail experience in the country... Not just one or two people, but most of their employee base.

The acquisition of Moxie is a game changer for GGB. Here's why... Their THC product will compliment GGB's, as Moxie is one of only a couple brands that have emerged as leaders across hyper competitive states like Cali, NV, PA and MI. Outside of Select, I can't think of many other examples. As an example, in Michigan alone, Moxie did $13mm of rev in 2017. Because they are compliant like GGB, they pulled out of MI and will look to re-enter later this year. Their 2019 numbers take off from the end of this month, when their 11,000 sq foot facility comes online in Lynwood (from 1100). In 2019 they're projected to hit $47mm of revenue and $17mm of EBITDA, and that really doesn't start until August as I mentioned (so less than half a year). In 2020 that ramps up to $153mm of rev and $70mm of EBITDA. Moxie's 2020 numbers have 0 baked in for e-commerce, and with GGB's expertise + talent base and ability to hire the best in the country, I'm sure this will be a focus. They also have 0 baked in for CBD next year (2020). Recall, Moxie is also producing CBD products that can go into GGB retail outlets, a level of distribution they haven't had before. Not to mention potential white labeling for others, a great move if they have excess capacity = potentially huge incremental revenue stream. That's a lot of blue sky.

Both GGB and Moxie are winners here IMO. Everyone I talk to raves about Moxie and their front man Jordan. Many call them the best in the US at concentrates - when they were active in 2017 before the laws changed, they were #1 in concentrate by market share in key markets like Michigan, Nevada and California. Their pen, called 'The Dart' sold out in Pennsylvania in just 3 hours. In Cali, every dispensary owner I've talked to has serious issues keeping this on their shelves. FWIW, The Dart won the High Times 2019 vape pen of the year award.

While I think you should buy GGB today, I also highly recommend going to Columbus to check out what's going on in person. You won't be disappointed you did. They have a very impressive operating and planning team that GGB and the Schottenstein family has built. Brick by brick... management is building a real business, first through low cost kiosks, in every mall of consequence nationwide. Think of kiosks as a conduit to the publics hearts and wallets, brand building & leveraging managements deep retail relationships. If you asked me about GGB before attending the trip, my answer would be vastly different than it is now. A lot of these advantages (Schottenstein effect, Moxie, FLA, etc.) aren't reflected in the share price today. This creates an unbelievable opportunity to go long a name that will be thriving 1 year out, 5 years out, and if American Eagle or DSW are any indication.... perhaps even in 50 years when Mr. Schottenstein's grand son runs the empire.

Happy to discuss and debate. Should any of you want to start building some long exposure... pleas call your respective Eight Capital trader. We've been active in block trading traffic on the name (for those keeping score, we're the #1 block trader since listing).

Your pal,

Winston Miles
Co-Head of Institutional Equity Sales

MARQUIS PARTNERS MARQUIS PARTNERS

TAB 11

THIS IS EXHIBIT "11" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

Stephen Gaudreau

From: Janis Balvers
Sent: May 27, 2020 11:39 AM
To: Janis Balvers
Subject: FW: Page 10 para 40 draft 5/26/20

From: Sean Posner
Date: May 16, 2019 at 9:03:04 AM PDT
To: "michael@horvitz.me"
Subject: Fwd: Debenture

Our lawyers blessed all docs so please send your 5 to wire info below. They want to close today everyone else funded.
Sean

Sent from my iPhone

Begin forwarded message:

From: Kerri Love <kerri.love@spgroup.com>
Date: May 16, 2019 at 11:43:58 AM EDT
To: Sean Posner <sp@posnergroup.com>
Subject: Debenture

Sean,
Below are the wire instructions out of prudence I'm happy to confirm via phone.

SCHEDULE A
TO THE SUBSCRIPTION AGREEMENT

Funds included with the executed Agreement may be wired as follows:
Wire Transfer Instructions
Wright-Patt Credit Union, Inc.
3560 Pentagon Blvd
Beavercreek, OH 45431
Phone: (937) 912-7447 Cell: 937-900-1795
Routing: 242279408
Checking: 1900007639703
Kerri Cárdenas Love
Deputy General Counsel
Schottenstein Stores Corporation
4300 E. 5th Avenue
Columbus, Ohio 43219
Phone: 614.255.1429
kerri.love@spgroup.com
THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, EXEMPT FROM DISCLOSURE OR OTHERWISE PROTECTED UNDER APPLICABLE LAW.

TAB 12

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D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

DEBENTURE

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE SEPTEMBER 18, 2019.

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF GREEN GROWTH BRANDS INC. (THE "CORPORATION"), THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

CUSIP 39305BAB1
ISIN CA39305BAB14

No. 8 **US$5,000,000**

GREEN GROWTH BRANDS INC.

(A corporation existing under the laws of the Province of Ontario)

15.00% SECURED CONVERTIBLE DEBENTURE due May 17, 2020

Green Growth Brands Inc. (the "**Corporation**") for value received hereby acknowledges itself indebted and, subject to the provisions of the Convertible Debenture Indenture (the "**Indenture**") dated as of May 17, 2019 between the Corporation and Capital Transfer Agency ULC (the "**Debenture Trustee**"), promises to pay to MICHAEL D. HORVITZ REVOCABLE TRUST on May 17, 2020 (the "**Maturity Date**") or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture, the principal sum of FIVE MILLION Dollars (US$5,000,000) in lawful money of the United States on presentation and surrender of this Debenture at the main branch of the Debenture Trustee in Toronto, Ontario in accordance with the terms of the Indenture and, subject as hereinafter provided, to pay interest on the principal amount hereof from the date hereof, at the rate of 15.00% per annum (based on a year of 365 days), in like money, in arrears in equal installments on the six month anniversary of the Issue Date and the Maturity Date, and, should the Corporation at any time make default in the payment of any principal, or interest, to pay interest on the amount in default at the same rate, in like money and on the same date.

This Debenture is one of the 15.00% Secured Convertible Debentures (referred to herein as the "**Debentures**") of the Corporation issued under the provisions of the Indenture. The Debentures authorized for issue immediately are limited to an aggregate principal amount of US$5,000,000 in lawful money of the United States. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Debentures are or are to be issued and held and the rights and remedies of the holders of the Debentures and of the Corporation and of the Debenture Trustee, all to the same effect as if the provisions of the Indenture were herein set forth to all of which provisions the holder of this Debenture by acceptance hereof assents.

The Debentures are issuable only in denominations of US$1,000 and integral multiples thereof. Upon compliance with the provisions of the Indenture, Debentures of any denomination may be exchanged for an equal aggregate principal amount of Debentures in any other authorized denomination or denominations.

The Corporation shall have the option, exercisable in its sole discretion, of repaying all or any portion of the then outstanding principal amount of all Debentures in cash at any time. In the event that the Corporation exercises this option, interest on such principal amount being repaid shall be calculated up to but excluding the Maturity Date from, and including, the Issue Date, and such interest, to the extent unpaid, shall be immediately due and payable at the time of repayment.

Any part, being US$1,000 or an integral multiple thereof, of the principal of this Debenture, provided that the principal amount of this Debenture is in a denomination in excess of US$1,000, is convertible, at the option of the holder hereof, upon surrender of this Debenture at the principal office of the Debenture Trustee in Toronto, Ontario, at any time prior to the close of business on the Maturity Date, but effective as of the Maturity Date, into PV Shares (without adjustment for interest accrued hereon or for dividends or distributions on PV Shares issuable upon conversion) at a conversion price per PV Shares equal to C$3,500.00 divided by the CDN/US Exchange Rate on the Business Day prior to the date of conversion (the "**Conversion Price**"), all subject to the terms and conditions and in the manner set forth in the Indenture.

The Indenture makes provision for the adjustment of the Conversion Price in the events therein specified. No fractional PV Shares will be issued on any conversion and holders will receive a cash payment in satisfaction of any fractional interest. Holders converting their Debentures will receive accrued and unpaid interest thereon (less any taxes required to be deducted) in respect of the Debentures surrendered for conversion up to but excluding the Maturity Date from, and including, their Issue Date. For clarity, payment of such interest shall be paid in cash on the Maturity Date.

Upon the occurrence of a Change of Control of the Corporation, the Corporation is required to make an offer, at the option of each Debentureholder, to purchase all of the Debentures at a cash price equal to the principal amount of such Debentures plus accrued and unpaid interest (if any) up to, but excluding, the date the Debentures are so repurchased.

The indebtedness evidenced by this Debenture, and by all other Debentures now or hereafter certified and delivered under the Indenture, is a direct secured obligation of the Corporation.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

The Debentures and PV Shares issuable upon conversion hereof have not and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. The Debentures and the PV Shares may only be offered, sold, pledged or otherwise transferred to (i) the Corporation, or (ii) outside the United States to a person who is not a "U.S. person" (as defined by Regulation S under the U.S. Securities Act) in accordance with an applicable exemption under the U.S. Securities Act and applicable local securities laws and regulations.

The Indenture contains provisions making binding upon all holders of Debentures outstanding thereunder resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Debentures outstanding, which resolutions or instruments may have the effect of amending the terms of this Debenture or the Indenture.

The Indenture contains provisions disclaiming any personal liability on the part of holders of PV Shares, officers, directors and employees of the Corporation in respect of any obligation or claim arising out of the Indenture or this Debenture.

This Debenture may only be transferred, upon compliance with the conditions prescribed in the Indenture, in one of the registers to be kept at the principal office of the Debenture Trustee in the City of Toronto and in such other place or places and/or by such other registrars (if any) as the Corporation with the approval of the Debenture Trustee may designate. No transfer of this Debenture shall be valid unless made on the register by the registered holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in form and substance satisfactory to the Debenture Trustee or other registrar, and upon compliance with such reasonable requirements as the Debenture Trustee or other registrar may prescribe and upon surrender of this Debenture for cancellation. Thereupon a new Debenture or Debentures in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Debenture shall not become obligatory for any purpose until it shall have been certified by the Debenture Trustee under the Indenture.

Capitalized words or expressions used in this Debenture shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

[Reminder of this page intentionally left blank.]

IN WITNESS WHEREOF GREEN GROWTH BRANDS INC. has caused this Debenture to be signed by its authorized representatives as of the 17th day of May, 2019.

GREEN GROWTH BRANDS INC.

By: ______________________

This Debenture is one of the 15.00% Secured Convertible Debentures due May 17, 2020 referred to in the Indenture within mentioned.

CAPITAL TRANSFER AGENCY ULC

By: ______________________
(Authorized Officer)

Date: May 17th, 2019

FORM OF TRANSFER

CAPITAL TRANSFER AGENCY ULC FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers to
____
____(print name and address) the Debentures represented by this Debenture Certificate and hereby irrevocable constitutes and appoints ______________ as its attorney with full power of substitution to transfer the said securities on the appropriate register of the Debenture Trustee.

DATED this ____ day of______________, 20____.

In the case of a Debenture Certificate bearing the restrictive U.S. legend described in Section 3.2(2) of the Indenture, the undersigned hereby represents, warrants and certifies that (one (only) of the following must be checked):

☐ the transfer is being made to the Corporation; or

☐ the transfer is being made outside the United States to a person who is not a "U.S. person" (as defined by Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act")) in accordance with an applicable exemption under the U.S. Securities Act and applicable local securities laws and regulations.

SPACE FOR GUARANTEES OF SIGNATURES (BELOW)	)	
	)	______________________________
	)	Signature of Transferor
	)	
______________________________	)	______________________________
Guarantor's Signature/Stamp	)	Name of Transferor
	)	

CERTAIN REQUIREMENTS RELATING TO TRANSFERS - READ CAREFULLY

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. The signature(s) on this form must be guaranteed in accordance with the transfer agent's then current guidelines and requirements at the time of transfer. Notarized or witnessed signatures are not acceptable as guaranteed signatures. As at the time of closing, you may choose one of the following methods (although subject to change in accordance with industry practice and standards):

- **Canada and the USA:** A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE MSP). Many commercial banks, savings banks, credit unions, and all broker dealers participate in a Medallion Signature Guarantee Program. The Guarantor must affix a stamp bearing the actual words "**Medallion Guaranteed**", with the correct prefix covering the face value of the certificate.

- **Canada:** A Signature Guarantee obtained from the Guarantor must affix a stamp bearing the actual words "**Signature Guaranteed**". Signature Guarantees are not accepted from Treasury Branches, Credit Unions or Caisse Populaires unless they are members of a Medallion Signature Guarantee Program. For corporate holders, corporate signing resolutions, including certificate of incumbency, are also required to accompany the transfer, unless there is a "**Signature & Authority to Sign Guarantee**" Stamp affixed to the transfer (as opposed to a "**Signature Guarantee**" Stamp) obtained from an authorized officer of a major Canadian Schedule 1 chartered bank.

- **Outside North America:** For holders located outside North America, present the certificates(s) and/or document(s) that require a guarantee to a local financial institution that has a corresponding Canadian or American affiliate which is a member of an acceptable Medallion Signature Guarantee Program. The corresponding affiliate will arrange for the signature to be over-guaranteed.

TAB 13

THIS IS EXHIBIT "13" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

een Growth ands Inc. nounces $102M ckstop mmitment From y Stakeholders

CNW Group August 14, 2019

/NOT FOR DISTRIBUTION TO UNITED STATES NEWSWIRE SERVICES OR FOR THE DISSEMINATION, DISTRIBUTION, RELEASE OR PUBLICATION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES ./

COLUMBUS, OH , Aug. 14, 2019 /CNW/ - Green Growth Brands Inc. (GGB.CN) (GGBXF) (the "**Company**" or "**GGB**") announced today that it has entered into backsto commitment letters with each of All Js Greenspace LLC, Park Lane Capital Limited, and Chiron Ventures Inc. (collectively, the "**Investors**"), pursuant to which the Investors have committed to subscribe for and purchase, in certain circumstances, up to $102,796,241 in the aggregate (approximately US$77 million) of convertible debentures (the "**Convertible Debentures**") of the Company to support the Company's operations and capital needs (the "**Commitment Letters**").

Pursuant to the terms of the Commitment Letters, the Company is entitled to require each of the Investors to fulfi their respective commitments for a period of 12 months (th "**Term**") following completion of the Company's previously announced C$50,225,000 prospectus offering of units (the "**Offering**") as follows: (i) as to up to US$52,325,000 (in th aggregate), in the event that the Company's existing secured convertible debt cannot be extended or refinanced prior to the maturity date thereof and (ii) as to up to US$25,000,000 (in the aggregate), in the event the Company requires capital to fund operations during the non-U.S. resident Investors, common shares of the Company ("**Common Shares**") at a conversion price equal to C$2.45 per Common Shares and, in respect of the commitment from the U.S. resident Investor, proportionate voting shares of the Company ("**Proportionate Voting Shares**") at a conversion price per Proportionate Voting Share equal to C$1,225 (being equivalent to C$2.45 per common share) divided by the Canadian-US exchange ra on the business day prior to conversion. Interest on the Convertible Debentures will accrue daily and will be payable on the Maturity Date. On the Maturity Date or upon the election of the applicable Investor, the principal amount of the Convertible Debentures shall be payable by the Company in cash (together with all accrued interest payable thereon) or, at the option of the applicable Invest into Common Shares or Proportionate Voting Shares, as the case may be, at the applicable conversion price, with adjustment for interest accrued on the Convertible Debentures or for dividends or distributions on the Comm Shares or Proportionate Voting Shares, as the case may be, issuable upon conversion, all subject to the terms and conditions to be set forth in the definitive form of Convertible Debenture to be issued by the Company in form an substance satisfactory to the Investor and the Company, each acting reasonably.

If issued, the obligations of the Company under the Convertible Debentures will be secured by a general security agreement over all of the Company's applicable present and after-acquired personal property and will be subordinate to the Company's existing secured convertible debt. In connection with the Commitment Letters, and following the completion of the Offering, the Company will pay the Investors a fee in the aggregate of US$3,866,250 , payable through the issuance of (i) Common Shares at a price equal to the closing market price of the Common Shares on the trading day immediately prior to such issuance, in the case of the non-U.S. resident Investors a (ii) Proportionate Voting Shares, at a price equal to the closing market price of the Common Shares on the tradir day immediately prior to such issuance, multiplied by 500 transactions contemplated by Commitment Letters constitute a "related party transaction" within the meaning of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**"). As a result, the following additional disclosure details are provided, following the listing of disclosure in section 5.2 of MI 61-101. The distribution of an information circular to shareholders, the preparation and distribution of a formal valuation and the seeking of shareholder approval for, an in connection with, the Commitment Letters is not necessary under M 61-101, because:

1. for the purposes of Section 5.5(a) of MI 61-101, at the time the Commitment Letters were agreed to, neither t fair market value of the subject matter of, nor the fair market value of the consideration for the Convertible Debentures, insofar as it involves the Investors, exceeds 25% of the Company's market capitalization; and

2. for the purposes of Section 5.5(b) of MI 61-101 the securities of the Company are only listed on the Canadian Securities Exchange and the OTCQB Ventu Market, and on that basis the Commitment Letters fall within an exemption from a formal valuation requireme of Section 5.4 of MI 61-101.

In addition, the Company is engaged in discussions and has signed a letter of intent with United Capital Partners LLC to obtain additional debt financing of up to US$50,000,000 (the "**Proposed Debt Financing**"). If secured, it is anticipated that the Proposed Debt Financir would be used by the Company to fund, in part, the Company's presently identified capital and operating expenditures related to the opening of new dispensaries, new mall-based CBD kiosk shops and the acquisition or build-out of a cultivation facility in Florida . There are no assurances that the Proposed Debt Financing will be completed, or if completed, will be on the terms that are exactly the same as disclosed in the final prospectus to b filed in respect of the Offering.

The securities being offered have not been, nor will they registered under the United States Securities Act and ma any sale of the securities in any state in which such offer, solicitation or sale would be unlawful.

About Green Growth Brands Inc.

Green Growth Brands creates remarkable experiences ir cannabis and CBD. Led by CEO Peter Horvath and a leadership team of consumer-focused retail experts, the company's brands include CAMP, Seventh Sense Botanical Therapy, The+Source, Green Lily, and Meri + Jayne. The Company also has a licensing agreement with the Greg Norman™ Brand to develop a line of CBD-infused persor care products designed for active wellness. Already drivir the strongest sales per square feet in the cannabis indus GGB is expanding its cannabis operations throughout the U.S., its CBD presence at ShopSeventhSense.com, in malls across the country, at DSW and Abercrombie & Fitcn stores—and that's just the beginning.. Learn more about our vision at GreenGrowthBrands.com.

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Cautionary Statements

Certain information in this news release constitutes forward-looking statements under applicable securities la Any statements that are contained in this news release th are not statements of historical fact may be deemed to be forward-looking statements, including statements regardi the Commitment Letters, the Proposed Debt Financing, tl Offering and any anticipated proceeds. Forward-looking statements are often identified by terms such as "may", "should", "anticipate", "expect", "intend", "forecast" and similar expressions. Forward-looking statements necessarily involve known and unknown risks, including, without limitation, risks associated with general economic conditions; adverse industry events; marketing costs; loss of markets; future legislative and regulatory developments involving medical and recreational marijuana; inability to access sufficient capital from internal and external sources, and/or inability to access sufficient capital on favorable terms; the marijuana industry in the United States , income tax and regulatory matters; the ability of the Company to implement its business strategies, including with respect to its retail shop strategy; competition; currency and interest rate fluctuations and other risks, including those factors

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

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

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

The Canadian Securities Exchange has not reviewed, approved or disapproved the content of this news release.

SOURCE Green Growth Brands

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TAB 14

THIS IS EXHIBIT "14" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

GUARANTEE

Date: Effective as of November 15, 2019

THIS GUARANTEE is effective as of November 15, 2019, entered into by **JAY SCHOTTENSTEIN**, residing in the State of Florida, (the "**Guarantor**"), and in favour of GA OPPORTUNITIES CORP., a corporation formed under the laws of the Province of Ontario ("**GAOC**").

BACKGROUND:

A. Pursuant to the terms of a certain promissory note (the "**Original Promissory Note**") bearing an issue date of May 15, 2019 (the "**Original Issue Date**") and a maturity date of November 15, 2019 (the "**Original Maturity Date**"), Green Growth Brands Inc., a corporation formed under the laws of the Province of Ontario (the "**Debtor**") is indebted to GAOC, in the principal amount of $39,000,000 plus all outstanding interest accrued from the Original Issue Date.

B. The parties to the Original Promissory Note have agreed to amend and restate the Original Promissory Note pursuant to the terms of an amended and restated promissory note dated as of the date hereof (the "**March 2020 Promissory Note**") to *inter alia*, reflect certain amendments to the terms of the Original Promissory Note, including, but not limited to an extension of the Original Maturity Date set forth in the Original Promissory Note from November 15, 2019 to March 15, 2020.

C. One of the conditions of the amendment and restatement of the Original Promissory Note and the entering into of the March 2020 Promissory Note by GAOC is that the Guarantor provide a personal guarantee of the Debtor Obligations (as defined in Schedule 1.1).

D. The Guarantor acknowledges that in view of his business relations with the Debtor (i) the financial accommodations by GAOC to the Debtor pursuant to the March 2020 Promissory Note, and the grant of the guarantee contemplated herein are in the interests and to the advantage of the Guarantor, and (ii) the Guarantor will derive significant commercial benefit from these arrangements.

E. The Guarantor holds a 41.1% indirect equity interest in the Debtor and the Guarantor has received, or will receive, direct or indirect benefit from the making of this Guarantee with respect to the Guaranteed Obligations.

As of the date hereof, the Debtor is indebted and otherwise obligated to pay to GAOC the principal amount of $39,000,000 plus accrued unpaid interest thereon.

FOR VALUABLE CONSIDERATION (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants, acknowledges, represents and warrants in favour of GAOC as follows:

1. INTERPRETATION

1.1 Definitions

Each word and phrase (capitalized or not) defined or given an extended meaning in Schedule 1.1 is used in this Guarantee with the respective defined or extended meaning assigned to it in Schedule 1.1.

1.2 Agreements

Each reference in this Guarantee to any agreement (including this Guarantee, the March 2020 Promissory Note and any other word or phrase defined in Schedule 1.1 that is an agreement) shall be construed so as to include such agreement (including any attached schedules, appendices and exhibits) and each change made to it at or before the time in question.

1.3 Headings

The Article and Section headings in this Guarantee are included solely for convenience, are not intended to be full or accurate descriptions and shall not be considered part of this Guarantee.

1.4 Number and Gender

In this Guarantee, words (including defined terms) in the singular include the plural and *vice-versa* (the necessary changes being made to fit the context) and words in one gender include all genders.

2. GUARANTEE

2.1 Guarantee

The Guarantor unconditionally and irrevocably guarantees Payment in Full and performance in full by the Debtor of the Debtor Obligations as they become due from time to time, in accordance with the express provisions of the Debtor Documents.

2.2 Indemnity

The Guarantor shall unconditionally and irrevocably pay to GAOC or the Assignee all such amounts as shall be required from time to time to ensure that GAOC and the Assignee is fully indemnified against and saved fully harmless from and against all losses and expenses which GAOC and the Assignee may at any time suffer or incur by reason of or otherwise in connection with (a) the Debtor Obligations, the unenforceability or invalidity of the Debtor Obligations or any failure by the Debtor to duly and punctually Pay in Full the Debtor Obligations, (b) any loss of any right of GAOC or the Assignee against the Debtor or the Guarantor in respect of the Debtor Obligations or Guarantor's Obligations for any reason whatsoever, including by operation of any Insolvency Law, Fraudulent Conveyances Law or any similar such laws, any laws affecting creditors' rights generally or general principles of equity and (c) any act or omission of GAOC or the Assignee in connection with the enforcement of any of the rights of GAOC or the Assignee against the Debtor or the Guarantor in respect of the Debtor Obligations or the Guarantor's Obligations. The Guarantor's indemnity under this Section 2.2 constitutes a separate and independent obligation of the Guarantor from the guarantee set out in Section 2.1 and may be enforced, without duplication of recovery, by GAOC in lieu of or in addition to such guarantee.

2.3 Nature of Guarantee

This Guarantee is an unconditional, irrevocable and continuing guarantee and indemnity in respect of all of the Debtor Obligations, and the liability of the Guarantor hereunder in respect of the Debtor Obligations is not limited.

2.4 Performance of Debtor's Obligations

If the Debtor fails to pay or perform any Debtor Obligations when due in accordance with the applicable terms and conditions expressed in the Debtor Documents, the Guarantor shall pay or perform the Debtor Obligations immediately on notice from GAOC, without any requirement that GAOC or the Assignee has demanded that the Debtor pay or perform any of the Debtor Obligations. The Guarantor shall pay interest on each amount demanded by GAOC under this Guarantee at the Default Rate (as defined in the March 2020 Promissory Note), due and payable monthly, both before and after judgment and default, commencing from the date of such demand until the Debtor Obligations are Paid in Full.

2.5 Guarantor's Obligations Unconditional

This Guarantee is effective irrespective of whether or not the Debtor Obligations are genuine, valid or enforceable. No circumstance, act or omission, even if known by the Guarantor or GAOC or the Assignee, which might otherwise limit, lessen or release the Guarantor's Obligations or discharge this Guarantee (except for Payment in Full of the Debtor Obligations) shall release or discharge, or wholly or partly exonerate the Guarantor from, any Guarantor's Obligations or prejudice the rights of GAOC or the Assignee under this Guarantee. GAOC and the Assignee may at any time vary, compromise, exchange, renew, discharge, release or abandon any of the Guarantor's Obligations or any other right it may have without thereby lessening, limiting or releasing any other of the Guarantor's Obligations. The Guarantor hereby waives all defences to any suit, action or proceeding brought to enforce this Guarantee.

2.6 Guarantee Unaffected by Judgment or Bankruptcy

Without limiting Section 2.5, none of the Guarantor's Obligations shall be limited, lessened or released, nor shall this Guarantee be discharged, by (i) the recovery of any judgment against the Debtor, the Guarantor or any other person, by any voluntary or involuntary liquidation, dissolution, winding-up, merger, amalgamation or other similar or comparable proceeding in respect of the Debtor or any other person, (ii) any sale or other disposition of all or substantially all of the assets of the Debtor, the Guarantor or any other person, or (iii) any judicial or extra-judicial receivership, Insolvency Proceeding, preference, winding up or other similar or comparable proceedings affecting the Debtor, the Guarantor or any other person.

2.7 Independence of Guarantee

The Guarantor's Obligations are in addition to and independent of any other guarantee or security. The Guarantor's Obligations shall not be lessened or limited, nor shall this Guarantee be discharged, by (a) any direction of application of payment by the Debtor, the Guarantor or any other person or (b) any payment received on account of the Debtor Obligations that GAOC or the Assignee repays or is obliged to repay pursuant to any applicable law or for any other reason.

3. AGREEMENTS AND WAIVERS OF THE GUARANTOR

3.1 Waiver

The Guarantor hereby waives both notice of the existence or creation of the Debtor Obligations and presentment, demand, dishonour, notice of dishonour, protest, noting of protest and all other notices whatsoever.

3.2 No Requirement to Exhaust Recourse

Neither GAOC nor the Assignee shall be bound to seek or exhaust its recourse against the Debtor or any other person nor to enforce, marshal or value any security before being entitled to payment under this Guarantee. The Guarantor renounces the benefits of discussion and division, if applicable.

3.3 Payment of Guarantor's Obligations

The Guarantor shall, immediately upon demand (given in accordance with section 2.4) of GAOC or forthwith upon the occurrence of the bankruptcy or insolvency of the Guarantor, the Debtor or any other person who has guaranteed the Debtor Obligations, pay to GAOC at the office of GAOC, or as GAOC may direct in writing by GAOC, all amounts payable hereunder.

3.4 Postponement

All obligations of the Debtor to the Guarantor are subordinated and postponed to the prior Payment in Full of the Debtor Obligations and all monies received from the Debtor by or for the account of the Guarantor shall be received in trust for GAOC and, forthwith upon receipt, paid over to GAOC, or as GAOC may direct such payment in writing for application in accordance with the provisions of this Guarantee, all without prejudice to and without in any way limiting, lessening or releasing the Guarantor's Obligations. The Guarantor shall not, in any circumstance, do anything, including take any action or commence any suit, action or proceeding, to recover, collect or otherwise exercise or realize upon any rights it may now or hereafter have against the Debtor without the prior written consent of GAOC.

3.5 Postponed Subrogation

The Guarantor shall not be entitled to exercise and agrees that it shall not exercise any right of subrogation to any right of GAOC or the Assignee until the Debtor Obligations are Paid in Full.

3.6 Bankruptcy

Upon any Insolvency Proceeding or any winding-up being commenced in respect of the Debtor or any other person guaranteeing any Debtor Obligations, any sale or other disposition of all or substantially all of the assets of the Debtor or any other person guaranteeing any Debtor Obligations or any judicial or extra-judicial receivership, or other similar or comparable proceedings affecting the Debtor or any other person guaranteeing any Debtor Obligations, the rights of GAOC and the Assignee under this Guarantee shall not be limited, lessened or released by the omission to prove its claim or to prove its full claim and GAOC and the Assignee may prove such claim as it sees fit and may refrain from proving any claim and, in the discretion of GAOC and the Assignee, GAOC and the Assignee may value as it sees fit or refrain from valuing any security held by GAOC, without in any way lessening, limiting or releasing the liability to GAOC and the Assignee of the Guarantor and until the Debtor Obligations are Paid in Full, GAOC and the Assignee shall have the right to include in its claim the amount of all sums paid to GAOC under this Guarantee and to prove and rank for and receive dividends in respect thereof. The Guarantor irrevocably waives and agrees not to exercise any and all rights to prove and rank for such sums paid by the Guarantor to GAOC or to receive any or all dividends in respect thereof until the Debtor Obligations are Paid in Full.

3.7 Powers

GAOC need not inquire into the powers of the Debtor or its directors, officers, employees or other representatives purporting to act on its behalf. All advances, credit or other financial accommodation in fact obtained from GAOC, under, by reason of, or otherwise in respect of, the Debtor Documents in the purported exercise of such powers shall be deemed to be part of the Debtor Obligations. The Guarantor will not contest the validity of any of the Debtor Obligations on the grounds that the Debtor Obligations were incurred by the Debtor irregularly, fraudulently, defectively or informally or in excess of the powers of the Debtor or of its directors, officers, employees or other representatives, even if GAOC had notice of the limitation on any such powers.

3.8 Survival of Guarantee

The Guarantor’s Obligations shall continue unaffected by any change in the name of the Debtor or the Guarantor, or by any change whatever in the objects, capital structure or constitution of the Debtor, or by the Debtor being amalgamated or merged or entering into any other business combination with another person, becoming subject to a statutory arrangement or any other similar or comparable proceeding or continuing under the laws of any other jurisdiction.

3.9 Further Assurances

The Guarantor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments and assurances as GAOC may reasonably require in order to give effect to the provisions of this Guarantee.

3.10 Payment of Realization Costs

The Guarantor shall reimburse or pay GAOC on demand (demand to be given in accordance with section 2.4) for all losses and expenses paid or incurred by GAOC and the Assignee in connection with the preservation or enforcement of the Debtor Obligations, the Guarantor's Obligations or any security. The Guarantor shall pay interest to GAOC on the amount of each such loss and expense from the date paid or incurred until reimbursed or paid to GAOC calculated and payable at the rate and in the manner specified in Section 2.4.

3.11 Termination

This Guarantee and the Guarantor's Obligations are irrevocable. The Guarantor may not determine his liability in regard to any Debtor Obligations, including future Debtor Obligations.

3.12 Financial Condition of the Debtor

The Guarantor acknowledges that he has fully informed himself about the financial condition of the Debtor. The Guarantor assumes full responsibility for keeping fully informed of the financial condition of the Debtor and all other circumstances affecting the ability of the Debtor to pay or perform the Debtor Obligations, and agrees that neither GAOC nor the Assignee has any duty to report to the Guarantor any information which GAOC or the Assignee has or receives about the financial condition of the Debtor or any circumstances bearing on its ability to pay or perform the Debtor Obligations.

3.13 No Set-off

Each payment required to be made by the Guarantor under this Guarantee shall be made without regard to any equities between or among any of the Debtor, the Guarantor and GAOC or the Assignee and without set-off and shall be made free and clear of, and without any deduction or withholding for or on account of any taxes, except to the extent such deduction or withholding for taxes is required by any applicable law, as modified by the administrative practice of any relevant governmental authority, then in effect. To the extent and each time that the Guarantor is required to deduct or withhold taxes from or in respect of any payment to or for the benefit of GAOC or the Assignee under or pursuant to this Guarantee, then the Guarantor shall (a) promptly pay to the relevant governmental authority when due the full amount required to be deducted or withheld (including the full amount of taxes required to be deducted or withheld from any additional amount paid by the Guarantor to GAOC or the Assignee under this Section 3.13), (b) promptly forward to GAOC or the Assignee an official receipt (or a certified copy), or other documentation reasonably acceptable to GAOC or the Assignee, evidencing such payment to such governmental authority and (c) pay to GAOC or the Assignee, in addition to the payment to which GAOC or the Assignee is otherwise entitled under this Guarantee, such additional amount as is necessary to ensure that the net amount actually received by GAOC or the Assignee (free and clear of, and net of, taxes, including the full amount of taxes required to be deducted or withheld from any additional amount paid by the Guarantor under this Section 3.13, whether assessed against the Guarantor or GAOC or the Assignee) will equal the full amount GAOC or the Assignee would have received had no such deduction or withholding been required. The Guarantor's Obligations under this Section 3.13 shall survive the termination of the Debtor Documents and the Payment in Full of the Debtor Obligations and all other Guarantor's Obligations. Any indebtedness owing by GAOC or the Assignee to the Guarantor, direct or indirect, extended or renewed, actual or contingent, matured or not, may be set-off or applied against or combined with, the Guarantor's Obligations by GAOC or the Assignee at any time before, upon or after maturity, without demand upon or notice to anyone, and the terms of such indebtedness and Guarantor's Obligations shall be changed hereby to the extent necessary to permit and give effect to such set-off, application and combination.

3.14 Judgment Currency

If, for the purposes of obtaining or enforcing judgment in any court in any jurisdiction, it becomes necessary to convert into the currency of the jurisdiction in which the court rendering such judgment is located (the "**Judgment Currency**") an amount due under this Guarantee in any other currency (the "**Original Currency**"), then the date on which the rate of exchange for conversion is selected by that court is referred to herein as the "**Conversion Date**". If there is a change in the rate of exchange between the Judgment Currency and the Original Currency between the Conversion Date and the actual receipt by GAOC or the Assignee of the amount due to it under this Guarantee or under such judgment, the Guarantor shall, notwithstanding such judgment, pay all such additional amounts as may be necessary to ensure that the amount received by GAOC or the Assignee in the Judgment Currency, when converted at the rate of exchange prevailing on the date of receipt, will produce the amount due in the Original Currency. The Guarantor's liability hereunder constitutes a separate and independent liability which shall not merge with any judgment or any partial payment or enforcement of payment of sums due under this Guarantee.

4. RIGHTS OF GAOC

4.1 Appropriations

GAOC may appropriate monies received hereunder to such of the Debtor Obligations, and in such order, as GAOC sees fit, subject always to the terms and conditions of the Debtor Documents, and may change any appropriation at any time

4.2 Dealing with Debtor Obligations and Security

Without limiting Section 2.5, GAOC and the Assignee may (a) grant or allow any waiver, consent, extension, indulgence or other act or omission in respect of any Debtor Document, any other agreement, any of the Debtor Obligations or any guarantee or security, (b) do, or omit to do, anything to enforce the payment or performance of any Debtor Document, any other agreement, any of the Debtor Obligations or any guarantee or security, (c) give, refuse, cease or refrain from giving any accommodation to the Guarantor, (d) vary, compromise, exchange, renew, discharge, release, subordinate, postpone or abandon any Debtor Document, any other agreement, any of the Debtor Obligations or any guarantee or security, (e) take, refuse or refrain from taking any guarantee or security, (f) refuse or omit to register or otherwise perfect or keep perfected any security or (g) deal with or allow the Debtor, the Guarantor or any other person to deal with goods or property covered by any security, all when and in such manner and with or without notice as GAOC or the Assignee may deem expedient. GAOC and the Assignee may do, or omit or refuse to do, anything enumerated in this Section 4.2 without thereby lessening, limiting or releasing the Guarantor's Obligations or the rights of GAOC and the Assignee under this Guarantee in any way, even if the effect is to deprive the Guarantor of any right or opportunity to be reimbursed by the Debtor or any other person for any sums paid to GAOC or the Assignee, and even if any such action or omission results from inadvertence or negligence of GAOC, the Assignee or any other person. Notwithstanding the above, if any of the Debtor Obligations remain outstanding, GAOC, or upon assignment, any Assignee shall not release or alter the security it holds in respect of the Debtor pursuant to the Debtor Documents.

4.3 GAOC Accounts to Govern

The amount of the Debtor Obligations at any time shall be deemed to be as stated by GAOC based solely on its records, absent manifest error. The Guarantor shall be bound by any account settled between GAOC and the Debtor.

4.4 Guarantee in Addition

The rights of GAOC and the Assignee hereunder are in addition to and not in substitution for any other rights which GAOC and the Assignee has at any time against the Guarantor respecting the Debtor Obligations or under any other guarantee or security.

5. GENERAL

5.1 Use of Information

The Guarantor hereby (a) authorizes GAOC to obtain, verify, give, share and exchange information about the Guarantor, now and in the future, (b) consents to the collection, use and disclosure of the information about the Guarantor, and (c) confirms that the Guarantor and any other individual who has provided their personal information to GAOC in connection with this Guarantee has consented to the collection, use and disclosure of their personal information; in each case to the same extent as applies under the Debtor Documents to the information about the Debtor and to individuals who have provided their personal information in connection with the Debtor Documents.

5.2 Confidentiality

GAOC agrees to ensure that financial or other information relating to the Guarantor which may be delivered to it pursuant to section 5.1 and which are not publicly filed or otherwise made available to the public generally (and which are not independently known to GAOC) will, to the extent permitted by law, be treated confidentially by GAOC and will not, except with the consent of the Guarantor, be distributed or otherwise made available by GAOC to any person other than its directors, officers, employees, authorized agents, counsel or other representatives (provided the other representatives have agreed or are under a duty to keep all information confidential) required, in the reasonable opinion of GAOC, to have such information for the purposes to this Guarantee.

5.3 Notices

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Guarantee (in this Section, a "**Notice**") shall be in writing and may be made or given by personal delivery, by facsimile, registered mail or by e-mail to the address, facsimile number or e-mail address set out in (a) the signature page hereof if the Notice is to the Guarantor or (b) in the Debtor Documents if the Notice is to GAOC. Any Notice made or given by personal delivery shall be conclusively deemed to have been given at the time of actual delivery or, if made or given by facsimile or e-mail at the opening of business on the first business day (in the place of intended delivery) following the transmittal thereof, provided the party sending such Notice receives confirmation of receipt from the intended recipient's telecopier or e-mail server.

5.4 Time of the Essence

Time is of the essence of each provision of this Guarantee.

5.5 Governing Law

This Guarantee shall be governed by, and interpreted in accordance with the laws of the Province of Ontario, including the federal laws of Canada applicable therein, but excluding conflict of law rules. The Guarantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising hereunder or related hereto.

5.6 Jurisdiction

(a) With respect to any claim arising out of this Guarantee:

(i) for the exclusive benefit of GAOC and the Assignee, the Guarantor irrevocably and unconditionally submits, for himself and his property, to the non-exclusive jurisdiction of (A) the courts of competent jurisdiction of the Province of Ontario, Canada located at Toronto, (B) the courts of competent jurisdiction in the jurisdiction in which the chief executive office of the Debtor is located, (C) the courts of competent jurisdiction in the jurisdiction in which the Debtor is incorporated or formed located at the principal financial center of such jurisdiction and (D) any appellate court from any of the courts referred to in clauses (A), (B) and (C) (collectively, and any of them, the "**Courts of Primary Jurisdiction**");

(ii) The Guarantor irrevocably waives:

(A) any objection which it may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating to this Guarantee brought in any Court of Primary Jurisdiction;

(B) any claim that any such suit, action or proceeding brought in any Court of Primary Jurisdiction has been brought in an inconvenient forum;

(C) the right to object, with respect to any such suit, action or proceeding brought in any Courts of Primary Jurisdiction, that such court does not have jurisdiction over the Guarantor; and

(D) the right to require GAOC or the Assignee to post security in any litigation brought in any Courts of Primary Jurisdiction.

(b) Nothing in this Guarantee will be deemed to preclude GAOC or the Assignee from bringing any suit, action or proceeding in respect of this Guarantee in any other jurisdiction.

(c) The Guarantor agrees that a final judgment in any suit, action or proceeding commenced in the Courts of Primary Jurisdiction shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

5.7 Service of Process

(a) The Guarantor further irrevocably consents to the service of process out of the Courts of Primary Jurisdiction in accordance with the local rules of civil procedure or by mailing a copy thereof, by registered air mail, postage prepaid to the Guarantor at the address of the Guarantor, or by sending a copy thereof by facsimile or by e-mail in pdf format to the Guarantor, at the facsimile number or e-mail address of the Guarantor determined under Section 5.3.

(b) The Guarantor has irrevocably designated and appointed Norton Rose Fulbright Canada LLP at 222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada as his agent to accept and acknowledge on his behalf any and all process which may be served in connection with any litigation arising out of or relating to this Guarantee brought in any of the Courts of Primary Jurisdiction, such service, to the extent permitted by applicable law, being hereby conclusively acknowledged by the Guarantor to be effective and binding service on it in every respect whether or not it is carrying on, or has at any time carried on, business in the jurisdictions where the Courts of Primary Jurisdiction are located. The Guarantor irrevocably consents to the service of process out of the Courts of Primary Jurisdiction by personal service on the Guarantor or on any such process agent.

5.8 Guarantee Effective Immediately

Neither the execution of, nor any filing with respect to, this Guarantee shall bind GAOC to make any financial service available to the Debtor, but the Guarantor's Obligations shall arise forthwith upon the execution of this Guarantee by the Guarantor. Possession of this instrument by GAOC shall be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any terms or conditions precedent or subsequent have been complied with.

5.9 Entire Agreement

There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Guarantee.

5.10 Severability

If any provision of this Guarantee is found to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, that provision shall be deemed to be severed herefrom, and the remaining provisions of this Guarantee shall not be affected thereby and shall remain valid and enforceable. The Guarantor shall, at the request of GAOC, negotiate in good faith with GAOC to replace any invalid or unenforceable provision contained in this Guarantee with a valid and enforceable provision that has the commercial effect as close as possible to that of the invalid or unenforceable provisions, to the extent permitted by applicable law.

5.11 Successors and Assigns; Binding Effect

This Guarantee shall enure to the benefit of each of GAOC and its representatives, successors and assigns relative to all or any item or part of the Debtor Obligations and shall be binding on the Guarantor, his representatives (including receivers), and his legal and personal representatives, heirs and assigns. Following an Event of Default under the March 2020 Promissory Note, GAOC may assign all or any item or part of the Debtor Obligations (each, a "**Participation**") to any other person (the "**Assignee**") with or without notice to the Guarantor. Unless GAOC notifies the Guarantor that it has assigned all of its rights to the Debtor Obligations to the Assignee, upon any such assignment taking place and for so long as each such Participation has not been Paid in Full, GAOC shall hold this Guarantee and the Guarantor shall be deemed hereby to have granted this Guarantee to GAOC, in the capacity of trustee acting on its own behalf relative to the unassigned items and/or parts of the Debtor Obligations owing to it and for and on behalf of the Assignee relative to the Participation owing to the Assignee, and each reference in this Guarantee to GAOC shall, to the extent the context so admits, be construed and interpreted accordingly to give effect to such capacity as such trustee. Notwithstanding the foregoing, upon GAOC receiving notice from Aphria (defined below) that Aphria has entered into a transaction to sell a material portion of its assets, GAOC may, following the provision of notice to the Guarantor, assign all or any item or part of the Debtor Obligations to any other person.

5.12 Amendment

No agreement purporting to change this Guarantee shall be binding upon either the Guarantor or GAOC unless that agreement is in writing and signed by the party sought to be bound thereby.

5.13 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Guarantee shall be effective only in the specific instance and for the specific purpose for which it has been given and only to the extent contained in a written agreement signed by the Guarantor and GAOC. No failure on the part of GAOC to exercise, and no delay in exercising, any right under this Guarantee shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

5.14 Guarantor Acknowledgement re: Payment under the Guarantee

In view of the fact that *(i)* GAOC has advised the Guarantor that GAOC is obligated to comply with the provisions set forth in a certain debt/call option settlement agreement dated April 15, 2019 between Aphria Inc., a corporation incorporated under the *Business Corporations Act* (Alberta), and subsequently continued into the Province of Ontario ("**Aphria**") and GAOC (the "**Settlement Agreement**"), which, among other things, obligates GAOC to pay to Aphria the funds it receives from the Debtor under the Original Promissory Note, as amended and restated by the March 2020 Promissory Note, and *(ii)* the Debtor is indebted to GAOC for payment of the Debtor Obligations, and *(iii)* GAOC has agreed with Aphria to pay Aphria the funds it receives from GAOC under this Guarantee, at the time and in the amount each payment is received by GAOC under this Guarantee, GAOC hereby irrevocably directs the Guarantor to make all payments due and owing to GAOC by the Guarantor under this Guarantee directly to or to the order of Aphria (the "**Payment Direction**"), and the Guarantor hereby irrevocably agrees to the comply with the Payment Direction.

The Guarantor acknowledges that GAOC has advised him that GAOC has appointed any officer of Aphria as the true and lawful attorney of GAOC with full power of substitution to take all actions as such attorney determines necessary or appropriate to recover payment of the Guarantor's Obligations when due hereunder and take all such enforcement steps necessary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TO WITNESS WHEREOF, the Guarantor has caused this Guarantee to be duly executed and delivered to GAOC and Aphria as of the date set out at the commencement hereof.

Witness	))))))	Jay Schottenstein

Notices to Guarantor:

Address:	
Facsimile:	
e-mail:	

Name: JAY SCHOTTENSTEIN c/o TOD H. FRIEDMAN	
Address: 4300 E. FIFTH AVENUE	
COLS. OH 43219	

Attention:
Facsimile

TO WITNESS the acceptance of this Guarantee, each signatory below has caused this Guarantee to be duly executed as of the date set out at the commencement hereof.

GA OPPORTUNITIES CORP.

By: ______________________
Name: Matt Shalhoub
Title: Director

By: ______________________
Name:
Title:

APHRIA INC.

By: ______________________
Name:
Title:

By: ______________________
Name:
Title:

TO WITNESS the acceptance of this Guarantee**,** each signatory below has caused this Guarantee to be duly executed as of the date set out at the commencement hereof.

GA OPPORTUNITIES CORP.

By: __________________________________
Name:
Title:

By: __________________________________
Name:
Title:

APHRIA INC.

By: __________________________________
Name: Carl Merton
Title: CFO

By: __________________________________
Name:
Title:

SCHEDULE 1.1

DEFINITIONS

1. **Defined Terms**

In this Guarantee:

"**Assignee**" is used with the defined meaning given in Section 5.11.

"**Debtor Documents**" means each agreement for the time being and from time to time in effect between GAOC and the Debtor, including the March 2020 Promissory Note, the Security Agreement, and any other loan or security agreement executed by the Debtor in favour of GAOC, and (as the context so admits) each and any of them.

"**Debtor Obligations**" means all obligations of the Debtor to GAOC and/or the Assignee of whatever nature or kind, including those arising under, by reason of, or otherwise in respect of the Debtor Documents, and (as the context so admits) each and any item or part of any thereof. **"Debtor Obligations"** includes obligations regardless of the place or manner in which they arise or are evidenced, whether arising directly from dealings between the Debtor and GAOC and/or the Assignee or from other dealings or proceedings by which the Debtor may be or become in any manner obligated to GAOC and/or the Assignee and in any currency and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety.

"**Fraudulent Conveyances Law**" means the *Assignment and Preferences Act* (Ontario), the *Fraudulent Conveyances Act* (Ontario), sections 95 to 101 inclusive of the *Bankruptcy and Insolvency Act* (Canada) or any other like, equivalent or analogous legislation of any jurisdiction, domestic or foreign, as the context requires.

"**Guarantee**" means this guarantee and all schedules attached hereto.

"**Guarantor**" means the person identified in the preamble of this Guarantee as the Guarantor.

"**Guarantor's Obligations**" means all and any item or part of the guarantee, indemnity and other obligations of the Guarantor to GAOC and the Assignee arising under, by reason of, or otherwise in respect of this Guarantee.

"**GAOC**" means GA Opportunities Corp., a corporation formed under the laws of the Province of Ontario, subject as otherwise provided in Section 5.11.

"**Insolvency Law**" means the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other like, equivalent or analogous legislation of any jurisdiction, domestic or foreign and any plan of arrangement law provision of any corporations statute under which a corporation may propose a compromise or an arrangement with respect to its creditors or any class or the claims of any class of creditors of the corporation.

"**Insolvency Proceeding**" in relation to any person means any proceeding contemplated by any application, petition, assignment, filing of notice or other means, whether voluntary or involuntary, under any Insolvency Law seeking any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, administration or other like or similar relief in respect of any or all of the obligations of that person, seeking the winding up, liquidation or dissolution of that person or all or any part of its property, seeking any judgment or Order declaring, finding or adjudging that person Insolvent or bankrupt, seeking the appointment (provisional, interim or permanent) of any receiver or resulting, by operation of law, in the bankruptcy of that person.

"Paid in Full", **"Pay in Full"** and "**Payment in Full**" each means permanent, indefeasible and irrevocable payment in cash (or other freely available funds transfer as may be expressly provided for in the Debtor Documents) to GAOC and the Assignee in full of all Debtor Obligations in accordance with the express provisions of the Debtor Documents, without regard to any compromise, reduction or disallowance of all or any item or part thereof by virtue of the application of any Insolvency Law, Fraudulent Conveyances Law or any other similar such laws, any law affecting creditors' rights generally or general principles of equity, and the cancellation or expiry of all obligations of GAOC to lend or otherwise under, by reason of or otherwise in respect of the Debtor Documents.

"**Security Agreement**" means the general security agreement made as of April 15, 2019 by the Debtor in favour of GAOC.

"**$**" means lawful currency of Canada.

2. **Extended Meanings**

To the extent the context so admits, any reference in this Agreement to:

an "**agreement**" shall be construed as any agreement, oral or written, any simple contract, deed or specialty, and includes any bond, bill of exchange, indenture, instrument or undertaking.

"**change**" shall be construed as change, modify, alter, amend, supplement, extend, renew, compromise, novate, replace, terminate, release, discharge, cancel, suspend or waive, or (where the context so admits) to the noun or participle form of any of the foregoing; and "**changed**" and "**changes**" shall be construed in like manner.

"**claim**" shall be construed as claim, claim over, cross-claim, defence, demand, liability, suit, action or proceeding, judgment or order of any court or other governmental authority or arbitrator.

a “**government**” shall be construed as (i) the Crown in right of Canada or in the right of any Province of Canada, (ii) the government of a Territory in Canada, (iii) a municipality in Canada or (iv) the government of a foreign country or any political subdivision of it; and “**governmental**” shall be construed in like manner.

a “**guarantee**” shall be construed as any guarantee, indemnity, letter of comfort or other assurance made in respect of any indebtedness, other obligation or financial condition of another.

“**include**”, “**includes**” and “**including**” shall be construed to be followed by the statement “without limitation” and none of such terms shall be construed to limit any word or statement which it follows to the specific items or matters immediately following it or similar terms or matters.

“**losses and expenses**” shall be construed as losses, costs, expenses, damages, penalties and judgments and awards of any court or other governmental authority or arbitrator, including any applicable court or arbitration costs and legal fees and disbursements on a solicitor and client basis, and “**loss and expense**” shall be construed in like manner.

“**obligations**” shall be construed as indebtedness, obligations, promises, covenants, responsibilities, duties and liabilities (actual or contingent, direct or indirect, matured or unmatured, now existing or arising hereafter), whether arising by agreement or statute, at law, in equity or otherwise; and “**obliged**”, “**obligated**” and “**obligation**” shall be construed in like manner.

a “**person**” shall be construed as an individual, including an individual in his or her capacity as trustee, executor, administrator or other representative, a sole proprietorship, a partnership, an unincorporated association, an unincorporated syndicate, an unincorporated organization, a trust, including a business trust, a body corporate organized under the laws of any jurisdiction, a government or agency of a government or any other legal or commercial entity.

a “**representative**” shall be construed as any person empowered to act for another, including an agent, an officer of a body corporate or association and a trustee, executor or administrator of an estate.

“**rights**” shall be construed as rights, titles, benefits, interests, powers, authorities, discretions, privileges, immunities and remedies (actual or contingent, direct or indirect, matured or unmatured, now existing or arising hereafter), whether arising by agreement or statute, at law, in equity or otherwise; and “**right**” shall be construed in like manner.

“**set-off**” means any right or obligation of set-off, compensation, offset, combination of accounts, netting, retention, withholding, reduction, abatement, deduction, counter-claim, cross-claim or any similar right or obligation, or (as the context requires) any exercise of any such right or performance of such obligation.

“**successor**” of a person (the “relevant party”) shall be construed so as to include (i) any amalgamated or other body corporate of which the relevant party or any of its successors is one of the amalgamating or merging body corporates and (ii) any person to whom all or substantially all of the businesses, undertakings, properties and assets of the relevant party are transferred. Each reference in this Guarantee to any party hereto or any other person shall (where the context so admits) include its successors.

TAB 15

THIS IS EXHIBIT "15" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

Green Growth Brands Inc.
4300 East 5th Avenue
Columbus, Ohio 43215

Ladies & Gentlemen:

Reference is made to that certain Amended and Restated Promissory Note dated as of November 15, 2019, made by Green Growth Brands Inc., a corporation formed under the laws of the Province of Ontario ("Borrower") in favor of GA Opportunities Corp., a corporation formed under the laws of the Province of Ontario ("Seller"), in the original principal amount of CAD 39,000,000 (the "Note").

Pursuant to that certain Loan Purchase Agreement (the "Purchase Agreement"), dated as of April 30, 2020 (the “Effective Date”), between Seller, Green Ops Group LLC, a Delaware limited liability company ("Purchaser"), and Aphria, Inc., a corporation formed under the laws of the Province of Ontario ("Aphria"), Purchaser acquired all right, title, and interest of Seller in, to and under the Note.

Purchaser has designated a new account for the collection of interest, principal and other charges under the Note. In order to receive credit for payments under the Note, all payments must be made in accordance with the directions set forth in this letter.

You are irrevocably and unconditionally notified and directed that each payment of interest, principal or any other charge due under the Notes is to be made by wire transfer of immediately available funds to Purchaser pursuant to the wire instructions attached hereto as Exhibit A.

Please note that Seller will cease to accept payments relating to the Note, and Purchaser will begin to accept payments relating to the Note on the Effective Date.

Payments that are not made in accordance with this Notice will not be credited to payment of such interest, principal or other charges due under the Notes until otherwise properly remitted to and received by the Purchaser. You may receive further instructions from the Purchaser in the coming weeks concerning the Notes. If you have any questions regarding those instructions, please contact Purchaser at c/o Joshua A. Kaplan, Esq., Bilzin Sumberg Baena Price & Axelrod LLP, 1450 Brickell Avenue, Suite 2300, Miami, Florida 33131.

Thank you for your cooperation.

[Signature on Following Page]

SELLER:

GA Opportunities Corp., a corporation formed under the laws of the Province of Ontario

By: ______________________

Name: Matt Shalhoub

Title: ______________________

EXHIBIT A

Wire Transfer Instructions

For wiring payments under the Notes to Purchaser, set forth below are the wire transfer instructions:

WMB Resources, LLC

Acct# 01621700717

The Huntington National Bank

ABA# 044000024

Ref: Green Ops Group LLC

TAB 16

THIS IS EXHIBIT "16" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Steph Gaudreau

Stephen Gaudreau
A Commissioner of Oaths

Search

Features

[CAPTAINS OF CANNABIS]

ANDREW JOLLEY, CO-OWNER & CEO, THE SOURCE & NEVADA ORGANIC REMEDIES

Andrew Jolley Courtesy

Mike Prevatt Thu, Nov 30, 2017 (midnight)

If there were ever a candidate for official mouthpiece of the Nevada marijuana industry, it's the uber-articulate Andrew Jolley. But the down-to-earth co-owner and CEO of the Source dispensaries and Nevada Organic Remedies grow facility won't be updating his business cards anytime soon. "I am under no illusion that I'm a spokesman," he says with a smile. "I love doing interviews, because I love talking about cannabis."

Jolley isn't your typical marijuana-industry player, but he's exactly the player it needs. Besides running the Source and NOR, he serves on the Nevada Green Ribbon Panel for Clark County and as president of the Nevada Dispensary Association. And his pedigree bona fides don't end there. Before taking the plunge into dispensary ownership a few years back, Jolley had established himself in the world of real estate investing. Like many capitalists, he saw potential dollars as soon as dispensary licensing began in Clark County. But his financial Spidey sense paralleled his longtime advocacy for legitimate cannabis health care. "It was a merging of something I really believe in at my core with a business opportunity," he says.

Captains of Cannabis

Captains of cannabis: The complete list

Jolley's goals of responsible medicinal and recreational marijuana sales in Nevada are now in the perfecting stage. What's next: helping to establish lounges where locals and tourists can legally consume cannabis products. But like a smart businessman, he wants

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TAB 17

THIS IS EXHIBIT "17" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

NEVADA ORGANIC REMEDIES LLC

Company Number	E0203372014-8
Native Company Number	E0203372014-8
Status	Active
Incorporation Date	16 April 2014 (about 6 years ago)
Company Type	Domestic Limited-Liability Company
Jurisdiction	Nevada (US)
Agent Name	CORPORATION SERVICE COMPANY
Agent Address	112 NORTH CURRY STREET, CARSON CITY, NV, 89703
Directors / Officers	ANDREW M JOLLEY, manager CORPORATION SERVICE COMPANY, agent STEPHEN J BYRNE, manager

Recent filings for NEVADA ORGANIC REMEDIES LLC

5 Apr 2019 ANNUAL LIST
2 Jan 2019 REGISTERED AGENT CHANGE
12 Apr 2018 ANNUAL LIST

Company network

Not yet available for this company. Click to find out more

Latest Events

- **2014-04-16 - 2018-12-02** Addition of officer ANDREW M JOLLEY, manager
- **2014-04-16 - 2018-12-02** Addition of officer STEPHEN J BYRNE, manager
- **2018-12-02 - 2019-06-22** Addition of officer CORPORATION SERVICE COMPANY, agent

See all events

Corporate Grouping USER CONTRIBUTED

None known. Add one now?
See all corporate groupings

TAB 18

THIS IS EXHIBIT "18" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5
(T) 416-593-1221
(W) Blaney.com

Lou Brzezinski
416-593-2952
lbrzezin@blaney.com

May 26, 2020

BY EMAIL

Stikeman Elliott LLP
Attn: Ashley Taylor
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Lawyers for the Applicants

McMillan LLP
Attn: Waël Rostom
Brookfield Place
181 Bay Street, Suite 4400
Toronto, ON M5J 2T3

Lawyers for All Js Greenspace LLC

Dear Mr. Taylor and Mr. Rostom:

RE: In the Matter of the *Companies Creditors' Arrangement Act* ("CCAA") and in the Matter of a Plan of Compromise or Arrangement of Green Growth Brands Inc. ("GGB"), GGB Canada Inc., Green Growth Brands Realty Ltd., and Xanthic Biopharma Limited (collectively, the "Applicants")
Court File No. CV-20-00641220-00CL

We are legal counsel for the Michael D. Horvitz Revocable Trust, who, as you know, is the holder of a USD $5 million May 17, 2019 debenture. We understand that following the Initial Order of Justice McEwen dated May 20, 2020 (the "**Initial Order**"), the application referenced above (the "**Application**") is next returnable this Friday, May 29, 2020.

Upon review of the Application Record filed in support of the Initial Order, our client has serious concerns regarding the evidence upon which this CCAA proceeding has been initiated. The facts establish that the proposed DIP, Stalking Horse acquisition agreement, sale and solicitation procedures and related agreements have been orchestrated in a closed process among non-arms' length parties, without transparency to other stakeholders such as our client, or full and fair disclosure to the Court. Our client's concerns are set out in detail below.

Given that we are instructed to oppose the Application, we require a brief two-week adjournment in order that we may perform several examinations, assemble our evidence, and prepare complete responding material. Please advise as soon as possible whether your clients will consent to the adjournment request.

Undisclosed Material Agreements with WMB Resources LLC

Paragraph 38 of Mr. Whitaker's Affidavit (the "**Whitaker Affidavit**") sets out that on May 4, 2020, the GAOC Note (as that term is defined in the Whitaker Affidavit) was acquired by WMB Resources LLC ("**WMB**"), a corporation owned and controlled by Wayne Boich. However, the agreement by which WMB obtained the GAOC Note from GAOC was not disclosed to the Court nor provided to our client.

Our client has advised us that after the GAOC Note was acquired, WMB also entered into a separate term sheet or agreement with the Schottenstein family/GGB (the **"WMB Agreement"**). Although the WMB Agreement is between GGB and WMB, we understand that it was negotiated primarily through the Schottenstein family and their advisors.

Our client understands that some of the terms of the WMB Agreement are that:

a) the full amount of CAD $39 million remains outstanding to be repaid by GGB or its successor corporation (the **"WMB Debt"**);

b) interest runs on the full face value of the WMB Debt at the rate of 15% *per annum* payable in the second year but accruing immediately;

c) Mr. Boich will receive 25% of the equity in a new entity being formed to acquire GGB ("**Acquire Co.**");

d) Mr. Boich will be entitled to designate three members to Acquire Co.'s Board;

e) Mr. Boich will be entitled to allocate an equal number of members to Acquire Co.'s Board as the Schottensteins, with one additional independent Board member;

f) Mr. Boich will be provided a veto right for new capitalizations of Acquire Co., so as to ensure that his equity position is not diluted; and

g) the amount of the GAOC Note was recast into American funds.

Our client understands that WMB paid only USD $18.5 million (approximately) to obtain the GAOC Note from GAOC.

The WMB Agreement similarly has not been disclosed to the Court, nor is there any mention of the WMB Agreement anywhere in the Application Record. Clearly, the WMB Agreement ought to have been disclosed to the Court, pursuant to the Applicants' good faith obligation and duty to provide the Court with full and frank disclosure on a short service Application. We are of the view that whatever agreements were reached in connection with this transaction, and particularly those allocating debt and equity and affecting related parties, are of critical importance. These documents (including the WMB Agreement and the agreement by which WMB obtained the GAOC Note) *must* be disclosed and put before the Court prior to the return of the Application.

Preferential Self-Dealing to Jay Schottenstein

As a result of a number of conversations with Mr. Boich, our client learned that the WMB Agreement also resulted in the termination of the personal guarantee that was given by Jay Schottenstein in connection with the GAOC Note. The personal guarantee was also not disclosed to the Court nor to our client, but we understand it guaranteed the full CAD $39 million amount of the GAOC Note.

The personal guarantee stood to protect GGB's position. It also ultimately benefitted creditors junior in priority to the GAOC Note, such as our client, because Jay Schottenstein is a credit worthy alternative source to repay the GAOC Note. Instead of obtaining anything of material value back to GGB, GGB traded a release of Jay Schottenstein on his personal guarantee for lucrative (and likely undervalued) inducements to WMB. The primary goal for the Schottenstein family as part of the WMB Agreement appears to have been the release of Jay Schottenstein from his personal guarantee. The GAOC Note remains in default, to the prejudice of GGB's stakeholders, including our client. Now there is no protection from a guarantee, and yet, GGB still owes the same amount of debt on the GAOC Note, and has to pay 12% higher interest than was initially payable under the GAOC Note. It is difficult to see what benefit was possibly conferred upon GGB, and it appears that the entire benefit of the WMB Agreement runs to Jay Schottenstein personally, again, without proper disclosure to the Court.

Step Transaction to Full WMB/Boich Ownership

We understand that Mr. Boich has already assembled a business team for Acquire Co. which includes Andrew Jolly, a principal of the company that previously owned the Nevada cannabis licenses. Schottenstein family members and key advisors appear to be affiliated with this business team as well. WMB and Mr. Boich therefore appear well positioned to maintain the Nevada cannabis licenses with the state regulators, but this is not disclosed anywhere in the DIP or the Application Record.

Given that Mr. Boich has the ultimate power to veto any capitalizations which could dilute his equity, it is within his control to prevent Acquire Co. from raising further capital to repay the WMB Debt and thereby cause a default scenario. This may ultimately provide to him a process by which he can acquire the entirety of the company, to the detriment of the May Debenture holders. In sum, the Applicants fail even to articulate the proposed ownership or debt structure of Acquire Co. They propose a credit bid structure, which generally extinguishes the debt that is credit bid. Yet the Stalking Horse Acquisition Agreement contemplates that Acquire Co. will assume and presumably thereafter pay the May Debentures and the Backstop Debentures. Without disclosure of Acquire Co.'s capitalization, and given Mr. Boich's veto over new capital transactions in Acquire Co., repayment of the May Debentures and Backstop Debentures seems doubtful at best.

The only realistic option is that the May Debentures and the Backstop Debentures will be forced to be converted to diluted equity, either by operation of the credit bid mechanism or thereafter. The Backstop Debentures may, in that case, be put on the same footing as the May Debentures (which were senior to the Backstop Debentures). Such a result appears all the more oppressive to the May Debenture holders, including our client, because in fact, as set out in detail below, the Backstop Debentures were intended to provide funding to pay out the May Debentures but were not used for that purpose.

Backstop Debenture Holders

There is also the matter of the May Debentures' security having been subordinated.

Paragraph 41 of the Whitaker Affidavit sets out that by way of an Extraordinary Resolution, the May Debenture holders permitted the incurrence of new senior indebtedness and related security, thereby allowing the All Js Secured Notes to rank senior in priority to the May Debentures. This was allegedly done through the consent of "requisite majority". However, our client did not receive any notice of any meeting or vote relating to the Extraordinary Resolution, in breach of sections 7.2 and 7.10 of the May Debenture Indenture. The timing of the purported Extraordinary Resolution on May 3, 2020, just days before the onset of the CCAA proceeding, is also suspect. Remarkably, the Applicants failed to file or disclose all the details of this alleged Extraordinary Resolution to our client or to the Court.

Based on the suggested "requisite majority", the Extraordinary Resolution (assuming one in fact exists) would appear to have been spearheaded by the Schottenstein family through their May Debentures held by LS Green Investments LLC and Delancey Financial LLC, to the detriment of our client and to the benefit of the Schottenstein family as they improve the security position held by All Js.

The Backstop Debentures were designed and implemented in connection with GGB's Canadian equity raise as a source of liquidity and funding to pay out the May Debentures. Our client advises that the Canadian securities regulator required GGB to have the funding available to pay out the May Debentures and the GAOC Note before GGB would be permitted to consummate a public offering. For reason the Applicants inadequately explain and which are unknown to our client, GGB never even made a request under the Backstop Debentures to serve their proper purpose and pay the May Debentures upon their maturity on May 17, 2020. Instead, it appears that the Applicants now seek to subvert the Backstop Debentures' purpose and increase their standing to the same status as the very May Debentures they were intended to pay in full.

The Schottensteins are also endeavouring to collapse the Backstop Debentures into the May Debentures series debt. The DIP and the Stalking Horse Acquisition Agreement seek to allow the Backstop Debentures to survive the restructuring as a Schottenstein family asset, and on equal footing as the May Debentures, notwithstanding its inferior security status.

DIP and Stalking Horse Make Fair Market Value Bids Improbable

All Js Greenspace LLC ("**All Js**"), a Schottenstein family corporation, is currently the largest shareholder of the Applicants. All Js is now proposing to be the DIP provider, with a Stalking Horse bid that is designed to proceed extremely rapidly and on terms and conditions (including an apparent lack of retention of an investment banker or other intermediary to generate and protect a solicitation and sales process) that virtually ensures there will be no competitive bids tendered. The DIP and the Stalking Horse terms make it impractical, if not impossible, for any arms' length party to make a bid that would properly reflect the market value of the valuable cannabis licenses that GGB holds through its subsidiaries (in particular, the Nevada state licenses). The proposed SISP mandated by the DIP terms allows only a "Superior Offer" to be recommended by the Monitor. Apparently, only the Applicants themselves will be allowed to solicit Alternate Transactions, and no investment banker of other independent intermediary will be engaged. A superior offer must pay the GAOC Note in its entirety, and assume the same obligations as the Stalking Horse bid. Moreover there can be no conditions imposed which were not in the Stalking Horse bid.

The DIP makes no reference to state approvals for the transfer or continuance of cannabis licenses held by GGB subsidiaries in the states of Nevada, Florida, and Massachusetts. This is yet another reason why no arms' length third party purchaser would possibly consider making a competitive bid. Put simply, there is no certainty that the assets of value will remain useful to a purchaser. This is effectively stacking the deck in favour of the Schottenstein family's bid and to the detriment of the open and fair process that is required under a CCAA proceeding.

With respect to the possible Florida Sale described at paragraph 60 of the Whitaker Affidavit, there is no description or information provided, nor device in the DIP that allows for future backup buyers to replace the current prospective buyer if the current Florida Sale fails to close. Our client understands that the purchase price pursuant to the Florida Sale is approximately USD [redacted] If the transaction is not closed by July 29, 2020, then Green Ops Group LLC (a corporation affiliated with WMB and therefore Mr. Boich), will not grant any further forbearance, will realize on its security, and in so doing will receive the Florida licenses with no further effort or cost. Again, the DIP shows no *bona fide* effort to obtain a fair market value price for the Florida licenses if the current Florida Sale is not completed. Accordingly, the risk that those valuable assets will simply be lost to Green Ops is very real.

At paragraph 17 of the Whitaker Affidavit, Mr. Whitaker deposes that GGB Canada Inc. has "no assets". This is rather misleading considering that it is the parent company of GGB Holdco Inc., who in turn is the parent company of GGB Green Holdings LLC, who is the parent company of all of the many subsidiaries who hold the various cannabis licenses. If the cannabis licenses were marketed for sale, a far greater recovery would be obtained for the Applicants' creditors, including to our client and the other May Debenture holders.

Summary

Based on the foregoing, our client has serious concerns that the CCAA proceeding has not been brought in good faith and with the best interests of all creditors in mind. Rather, it appears that the Applicants crafted the CCAA process as a tool to:

- assist Jay Schottenstein in avoiding personal liability on his guarantee of the GAOC Note through a private agreement not disclosed to the Court that is designed to function in concert with the proposed DIP and Stalking Horse bid;

- through that same agreement, provide Mr. Boich a significant portion of equity and control over Acquire Co., with the likely end result that Mr. Boich will eventually own 100% of Acquire Co. (and therefore the valuable Nevada licences, among other assets) through WMB's security position in the GAOC Note;

- discharge what was intended to be properly secured and senior indebtedness to our client and the other May Debenture holders into diluted share equity without disclosing this to the Application Judge, while at the same time;

- preserving the Backstop Debentures as a Schottenstein asset.

The Applicants claim that a majority of the secured lenders support this reorganization contemplated by the DIP and Stalking Horse bid, pursuant to an Extraordinary Resolution that is also not filed with or disclosed to the Court. This is not surprising given that these creditors are all related to or have undisclosed agreements with the Schottenstein family

As you know, the Court is required to act in accordance with the purpose of the CCAA and the baseline considerations of appropriateness, good faith, and due diligence. The CCAA's purpose is to maximize creditor recovery, preserve going-concern value where possible, preserve jobs and communities affected by a company's financial distress, and enhance the credit system generally. We cannot see how any of these objectives are met by the present filing and proposed DIP and Stalking Horse bid.

Consequently, our instructions are to not only oppose the DIP and proposed Stalking Horse bid, but firstly to conduct a cross-examination of Raymond Whitaker on his Affidavit and Rule 39.03 examinations of Wayne Boich and Jay Schottenstein. Please advise of Mr. Whitaker's availability for cross-examination on May 28 or 29, 2020 of this week.

Please confirm your clients' agreement to the proposed adjournment of the return of the application on May 29, 2020. In the event that your clients will not agree, please advise by 3:00 p.m. on Tuesday, May 26, 2020, and in that case, we will schedule a 9:30 chambers appointment with Justice McEwan for Wednesday, May 27, 2020, in order to update His Honour that a contested adjournment will be argued on May 29, 2020.

Finally, this letter is not written without prejudice, and will be relied on as required in the Application.

We look forward to hearing from you.

Yours very truly,

Blaney McMurtry LLP

Lou Brzezinski

Lou Brzezinski

LB/VA/jb

cc: Eric Golden

Marc Wasserman, counsel for the Monitor

R. Graham Phoenix, counsel for WMB Resources LLC

Jay Sakalo, US counsel for WMB Resources LLC

TAB 19

THIS IS EXHIBIT “19” REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Stephen Gaudreau
A Commissioner of Oaths

Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5
(T) 416-593-1221
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Lou Brzezinski
416-593-2952
lbrzezin@blaney.com

May 25, 2020

BY EMAIL

Stikeman Elliott LLP
Attn: Ashley Taylor
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Dear Mr. Taylor:

RE: In the Matter of the *Companies Creditors' Arrangement Act* ("CCAA") and in the Matter of a Plan of Compromise or Arrangement of Green Growth Brands Inc. ("GGB"), GGB Canada Inc., Green Growth Brands Realty Ltd., and Xanthic Biopharma Limited (collectively, the "Applicants") Court File No. CV-20-00641220-00CL

We enclose our client's Request to Inspect, served on you pursuant to *Rule* 30.04(2) of the *Rules of Civil Procedure*.

The documents we have identified in the enclosed Request to Inspect are critical to the within CCAA Application, including your clients' statutory good faith obligation. Moreover, it is worth mentioning that our client would also be entitled to these documents pursuant to section 11.9 of the *CCAA* and as relevant documents on cross-examination.

In light of the foregoing, we trust that your clients will deliver the requested documents within their control, possession, and power.

Yours very truly,

Blaney McMurtry LLP

Lou Brzezinski

Lou Brzezinski

LB/jb
Encl.

cc: Wael Rostom, McMillan LLP
counsel for All Js Greenspace LLP

R. Graham Phoenix, Loopstra Nixon LLP
counsel for WMB Resources LLC

Court File No. 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

REQUEST TO INSPECT DOCUMENTS

You are requested to produce for inspection the following documents. Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in Raymond Whitaker III affidavit sworn May 19, 2020 (the "**Whitaker Affidavit**"):

1. A copy of the audited financial statements and the documents supporting the financials of the GGB Group that is referred to in paragraphs 32-34 of the Whitaker Affidavit.

2. A copy of the 'notice' and all documents, including but not limited to negotiating notes, drafts, agreements, term sheets, meeting minutes, and resolutions in connection with WMB Resources LLC's acquisition of the GAOC Note referred to in paragraph 38 of the Whitaker Affidavit.

3. A copy of the Jay Schottenstein guarantee referred to in paragraph 36 of the Whitaker Affidavit.

4. A copy of the "extraordinary resolution" referred to in paragraph 41 of the Whitaker Affidavit, and any and all documents in connection with the passing of the 'extraordinary resolution', including meeting minutes, correspondence, and written negotiations.

5. A copy of CTA's confirmation referred to in paragraph 42 of the Whitaker Affidavit, and any and all documents in connection with CTA's confirmation, including but not limited to, meeting minutes and correspondence.

6. A copy of the "extraordinary resolution" referred to in paragraph 50 of the Whitaker Affidavit, and any and all documents in connection with the passing of the 'extraordinary resolution', including meeting minutes, correspondence, and written negotiations.

7. A copy of the Spring Oaks Purchase Agreement referred to in paragraph 56 of the Whitaker Affidavit.

8. A copy of the Letter of Intent referred to in paragraph 60 of the Whitaker Affidavit.

9. A copy of the April All Js Note referred to in paragraph 66 of the Whitaker Affidavit.

10. Copies of all documents related to the advances referred to in paragraph 85 of the Whitaker Affidavit.

May 25, 2020

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Lawyers for Michael D. Horvitz
Revocable Trust

TO: **STIKEMAN ELLIOTT LLP**
Barristers & Solicitors
5300 Commerce Court West
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Ashley Taylor
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ataylor@stikeman.com

Lawyers for the Applicants

Court File No. CV-20-00641220CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED and **AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF GREEN FROWTH BRANDS INC. *ET AL.***

Applicants

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

REQUEST TO INSPECT DOCUMENTS

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Lawyers for Michael D. Horvitz Revocable Trust

TAB 20

THIS IS EXHIBIT "20" REFERRED

TO IN THE AFFIDAVIT OF MICHAEL

D. HORVITZ, SWORN BEFORE ME

THIS 28TH DAY OF MAY, 2020.

Steph Gaudreau

Stephen Gaudreau
A Commissioner of Oaths

Stikeman Elliott

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May 27, 2020

Mr. Lou Brzezinski
Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Dear Mr. Brzezinski:

Re: Green Growth Brands Inc. ("GGB"), GGB Canada Inc., Green Growth Brands Realty Ltd. and Xanthic Biopharma Limited (collectively, the "Applicants")

We are in receipt of your letters dated May 25, 2020 and May 26, 2020.

With respect to your May 26 letter, we do not intend to respond to every statement made, but note the following:

1. The fact that WMB Resources Inc. acquired the GAOC Note was disclosed to the Court in the affidavit of Mr. Raymond C. Whitaker III sworn May 19, 2020 (the "**Initial Affidavit**"). The Applicants subsequently learned that the GAOC Note was acquired by Green Ops Group LLC (an entity related to WMB Resources Inc.). The document pursuant to which that transaction was consummated is not relevant to the Applicants' CCAA application.

2. GGB is not a party to the WMB Agreement (as defined in your letter) and is not in possession of such an agreement.

3. The existence of the guarantee granted by Jay Schottenstein in favour of GAOC was disclosed to the Court in the Initial Affidavit. If the guarantee has been terminated, GGB is not aware of such termination. GGB is not the beneficiary of the guarantee, the guarantee does not protect the debtor's position, nor does it benefit junior creditors. Further, GGB is not in a position to grant a release to the guarantor.

4. Any debenture holder's preparations for, or intentions with respect to, the business in the future should the Stalking Horse Agreement become the successful bid are not known to the Applicants and are not relevant to the Applicants' sale process.

5. If the Stalking Horse Agreement is the successful bid, the debt evidenced by the May Debentures and the Backstop Debentures will be satisfied through the mechanism of the bid.

6. The existence and import of the Extraordinary Resolutions were disclosed to the Court in the Initial Affidavit. Copies of the Extraordinary Resolutions were filed with the Court in connection with the Comeback Hearing. The internal procedures related to the execution of the resolutions by the May Debenture holders and the Backstop Debenture holders is of limited interest to the Applicants. The Applicants understand that the resolutions were executed by more than two-thirds of each group of debenture holders.

7. The terms of the Backstop Debentures and the reasons why GGB determined not to call on the Backstop Providers to subscribe for additional debentures were disclosed to the Court in the Initial Affidavit: (a) GGB was in default of secured obligations significantly greater than the aggregate amount of the Extension Commitment, (b) the Company was insolvent and required immediate CCAA protection regardless of whether the Extension Commitment could be met, (c) the GGB Group urgently needed additional funding in order to continue operating, which All Js was willing to provide on the terms described in the Initial Affidavit to facilitate an orderly restructuring or sale of the business; and (d) there was a question as to the enforceability of the commitment pursuant to its terms and in light of all the surrounding circumstances.

8. EY is a large, international firm with a strong M&A and investment banking team with over 60 dedicated professionals in Canada. This team will be running the SISP. EY's team has extensive experience in transactions in both the cannabis space and other sectors and closes over 30 transactions annually. We attach a short presentation describing EY's expertise and experience.

9. The circumstances surrounding the Florida assets were disclosed in the Initial Affidavit and explained to the Court at the CCAA application on May 20, 2020.

The Applicants oppose any adjournment of the Comeback Hearing. The Applicants do not have the luxury of time. The Applicants require an extension to the Stay Period (as defined in the Initial Order), which expires on May 29, 2020, and an increase to the amount the Applicants are permitted to borrow under the DIP Agreement in order to continue operating. It is also important to start the Sale and Investment Solicitation Process immediately as the DIP provides 90 days of funding.

We will make Mr. Whittaker available for cross-examination on Thursday, May 28, 2020 between 1:00pm and 4:00pm (Toronto time). Please make arrangements for a video conference.

With respect to your May 25, 2020 letter and "Request to Inspect Documents", we respond as follows using your numbering scheme:

1. All of the Applicants' financial statements are posted and available online on SEDAR.

2. The notice referred to in paragraph 38 of the Initial Affidavit is attached.

3. A copy of the guarantee referred to in paragraph 36 of the Initial Affidavit is attached.

4. A copy of the extraordinary resolution referred to in paragraph 41 of the Initial Affidavit is attached.

5. The confirmations referred to in paragraph 42 of the Initial Affidavit are attached.

6. A copy of the extraordinary resolution referred to in paragraph 50 of the Initial Affidavit is attached.

7. A copy of the Spring Oaks Purchase Agreement referred to in paragraph 56 of the Initial Affidavit, together with First and Second Amendments to the agreement, are attached.

8. The Applicants continue to run a sales process with respect to the Florida assets through a broker and efforts by the company. The LOI is subject to a Mutual Non-Disclosure Agreement. We are willing to discuss appropriate terms that would allow us to disclose the LOI to you.

9. A copy of the April All Js Note referred to in paragraph 66 of the Initial Affidavit is attached.

Stikeman Elliott

With respect to all other documents referred to in your May 25 request, the Applicants are either not in possession of such documents and/or such documents are not relevant to the Comeback Hearing.

Yours truly,

Ashley Taylor

cc: R. Whitaker and K. Kiffner, GGB
M. Burkett and S. Sopic, Stikeman
S. Hamilton and D. Saldanha, EY
M. Wasserman and M. Paterson, Osler
W. Rostom, McMillan

Green Growth Brands

Overview of EY Mergers & Acquisitions

May 29, 2020

EY
Building a better working world

Introduction to EY
EY Mergers and Acquisition Advisory

EY is one of Canada's largest investment banking teams, with over 60 dedicated M&A professionals in 15 offices across the country, **focused exclusively on mid-market clients and transactions**

On average, we close over 30 mid-market transactions each year ranging from $10 million to $500+ million in value

What you can expect:

- Hands-on local team with professional services transaction experience
- Objective and unbiased value-added advice
- Direct access to our broad global network bringing you access to the right buyers
- Extensive experience advising private and public clients on M&A, divestitures, financings, recapitalizations and succession solutions
- Seamless, fully integrated transaction services for middle-market clients
- Track record of successfully helping clients achieve their transaction objectives
- Support of over 380 dedicated transaction professionals in Canada and 15,000 professionals around the world

Introduction to EY
EY Mergers and Acquisition Advisory

EY globally
- *150 countries*
- *700+ offices*
- *Revenues US$34.8b*
- *260,000 professionals*

Building a better working world

EY in Canada
- *15 cities*
- *5,000 professionals*
- *350+ transaction professionals*

A global leader in assurance, tax, and financial advisory

- Core capabilities in **Tax, Audit, and Financial Advisory**
- **Transaction Tax** experts specializing in M&A tax planning
- **Due Diligence** professionals dedicated to transaction support
- **Business Valuation** expertise and a deep understanding of value drivers

GREEN GROWTH BRANDS

Access to the collective knowledge, experience and relationships of 260,000 multidisciplinary professionals worldwide

Specialized expertise in M&A and Capital Markets

- **32** Closed transactions in Canada last year
- **150** Closed transactions globally last year
- **30** Senior partner resources in all key markets across North America
- **60** Dedicated Canadian M&A Professionals

Introduction to EY

Investment Banking Key Strengths – The EY Advantage

EYO has the proven capabilities to consistently deliver the most desired outcomes for our clients. Key strengths include:

Industry Focus

- Dedicated industry teams focused exclusively on transactions within their sector, including Cannabis
- Deep knowledge of industry dynamics, trends, valuations, etc.
- Clear understanding of industry specific transaction hurdles

Experienced Team

- Senior executive leads every transaction throughout the process
- Decades of transaction advisory experience has resulted in thousands of closed transactions

Global Footprint

- Over 15,000 transaction professionals in 105 countries
- 1,158 investment banking professionals in 63 countries
- Global teams in all key markets provide access to international buyers

Extensive Relationships

- EY's global scale, breadth and relationships provides unique access to key
- Corporate CEOs and CFOs
- Private equity fund MDs
- Hedge funds, lenders, etc.

Middle Market Focus

- Deal team experiences and execution strategy are based on middle market transactions
- Wall Street/Bay Street expertise, but independent and objective advice delivered

Proven Processes

- Highly disciplined approach to transaction execution maximizes value and minimizes risk
- Communication driven – client, board of directors, management, buyers, targets, attorneys, etc.

Transaction Experience

Transaction Experience

Select Relevant Transactions

AgMedica Bioscience Inc.

In support of the Monitor, EY* led the Sale and Investment Solicitation Process for AgMedica Biosciences Inc.

EY Building a better working world — *Ernst & Young Orenda Corporate Finance

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FYidoctors

Has received a strategic minority equity investment from

One of the world's largest consumer-focused private equity firms

EY* acted as the exclusive financial advisor to FYidoctors

EY Building a better working world — * Ernst & Young Orenda Corporate Finance Inc.

Voyago

has been acquired by

transdev

EY* acted as exclusive financial advisor to Voyago Group of Companies

EY Building a better working world — *Ernst and Young Orenda Corporate Finance Inc.

EY acted as financial advisor to a major cannabis producer in Canada in support of a $200 million loan facility

EY Building a better working world

Distinctive Wood Products Inc.

has been acquired by

AnnexPark

EY* acted as exclusive financial advisor to Distinctive Wood Products Inc.

EY Building a better working world — *Ernst and Young Orenda Corporate Finance Inc.

MISTEELCO

has been acquired by

Argyle Capital Partners

EY* acted as exclusive financial advisor to Misteelco Inc.

EY Building a better working world — *Ernst & Young Orenda Corporate Finance Inc.

EY acted as the financial advisor to a global packaged goods company to identify potential investment targets in the European Cannabis sector

EY Building a better working world

EY acted as the financial advisor to a global tobacco business to identify potential investment targets in the Canadian Cannabis sector and US Hemp sector

EY Building a better working world

FERRO TECHNIQUE — Your Partner in Productivity

has been acquired by

Argyle Capital Partners Inc.

EY* acted as exclusive financial advisor to Ferro Technique

EY Building a better working world — *Ernst & Young Orenda Corporate Finance Inc.

EY acted as financial advisor to a major cannabis producer in Canada in support of a $65 million loan facility

EY Building a better working world

Keybrand

has been acquired by

FRESHSTONE BRANDS INC. — A FRESHSTONE KITCHEN COMPANY

a portfolio company of

TRICOR FOUNDERS — TRICOR PACIFIC FOUNDERS CAPITAL

EY* acted as financial advisor to Keybrand Foods Inc.

EY Building a better working world — *Ernst & Young Orenda Corporate Finance Inc.

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ph TECH

was acquired by

BDG & partners

EY* acted as exclusive financial advisor to P.H. Tech Inc. and its shareholders

EY Building a better working world — * Ernst & Young Orenda Corporate Finance Inc.

EY is acting as the financial advisor to a cannabis extraction facility on a comprehensive feasibility study to support an investment from an institutional investor

EY Building a better working world

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deep

has been acquired by

GFL Environmental

EY Building a better working world

EY is acting as Financial Advisor to the agent of a syndicated facility that lent approximately $90 Million to a large Canadian based cannabis producer

EY Building a better working world

EY

Assurance | Tax | Transactions | Advisory

About EY's Mergers & Acquisitions Services

Our global network of mergers and acquisitions professionals can help you achieve your strategic objectives across acquisitions, disposals, buy-outs, buy-ins, fund-raising, initial public offerings, takeovers, mergers and strategic reviews. We assemble multidisciplinary teams to work with you throughout the whole project life cycle, from conception of an idea through to closing the transaction, wherever you are in the world. Our objective, responsive advice helps you link transaction strategy with business strategy, reduce complexity and mitigate risk. We can also help you move from public to private ownership and fulfill your fiduciary duties to shareholders, boards, partners and others who need objective financial analysis. Whatever your needs, we focus on helping you choose the right transaction for your investors, and our strong track record in advising market-leading businesses and private equity firms demonstrates our commitment to securing your long-term success. It's how EY makes a difference.

For more information, please visit ey.com/ca.

Ernst & Young Orenda Corporate Finance Inc.
EY Tower
100Adelaide Street West
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Telephone: (416) 864-1234

Green Growth Brands Inc.
4300 East 5th Avenue
Columbus, Ohio 43215

Ladies & Gentlemen:

Reference is made to that certain Amended and Restated Promissory Note dated as of November 15, 2019, made by Green Growth Brands Inc., a corporation formed under the laws of the Province of Ontario ("Borrower") in favor of GA Opportunities Corp., a corporation formed under the laws of the Province of Ontario ("Seller"), in the original principal amount of CAD 39,000,000 (the "Note").

Pursuant to that certain Loan Purchase Agreement (the "Purchase Agreement"), dated as of April 30, 2020 (the “Effective Date”), between Seller, Green Ops Group LLC, a Delaware limited liability company ("Purchaser"), and Aphria, Inc., a corporation formed under the laws of the Province of Ontario ("Aphria"), Purchaser acquired all right, title, and interest of Seller in, to and under the Note.

Purchaser has designated a new account for the collection of interest, principal and other charges under the Note. In order to receive credit for payments under the Note, all payments must be made in accordance with the directions set forth in this letter.

You are irrevocably and unconditionally notified and directed that each payment of interest, principal or any other charge due under the Notes is to be made by wire transfer of immediately available funds to Purchaser pursuant to the wire instructions attached hereto as Exhibit A.

Please note that Seller will cease to accept payments relating to the Note, and Purchaser will begin to accept payments relating to the Note on the Effective Date.

Payments that are not made in accordance with this Notice will not be credited to payment of such interest, principal or other charges due under the Notes until otherwise properly remitted to and received by the Purchaser. You may receive further instructions from the Purchaser in the coming weeks concerning the Notes. If you have any questions regarding those instructions, please contact Purchaser at c/o Joshua A. Kaplan, Esq., Bilzin Sumberg Baena Price & Axelrod LLP, 1450 Brickell Avenue, Suite 2300, Miami, Florida 33131.

Thank you for your cooperation.

[Signature on Following Page]

SELLER:

GA Opportunities Corp., a corporation formed under the laws of the Province of Ontario

By: ______________________________
Name: Matt Shalhoub
Title: ______________________________

EXHIBIT A

Wire Transfer Instructions

For wiring payments under the Notes to Purchaser, set forth below are the wire transfer instructions:

WMB Resources, LLC

Acct# 01621700717

The Huntington National Bank

ABA# 044000024

Ref: Green Ops Group LLC

GUARANTEE

Date: Effective as of November 15, 2019

THIS GUARANTEE is effective as of November 15, 2019, entered into by **JAY SCHOTTENSTEIN**, residing in the State of Florida, (the "**Guarantor**"), and in favour of GA OPPORTUNITIES CORP., a corporation formed under the laws of the Province of Ontario ("**GAOC**").

BACKGROUND:

A. Pursuant to the terms of a certain promissory note (the "**Original Promissory Note**") bearing an issue date of May 15, 2019 (the "**Original Issue Date**") and a maturity date of November 15, 2019 (the "**Original Maturity Date**"), Green Growth Brands Inc., a corporation formed under the laws of the Province of Ontario (the "**Debtor**") is indebted to GAOC, in the principal amount of $39,000,000 plus all outstanding interest accrued from the Original Issue Date.

B. The parties to the Original Promissory Note have agreed to amend and restate the Original Promissory Note pursuant to the terms of an amended and restated promissory note dated as of the date hereof (the "**March 2020 Promissory Note**") to *inter alia*, reflect certain amendments to the terms of the Original Promissory Note, including, but not limited to an extension of the Original Maturity Date set forth in the Original Promissory Note from November 15, 2019 to March 15, 2020.

C. One of the conditions of the amendment and restatement of the Original Promissory Note and the entering into of the March 2020 Promissory Note by GAOC is that the Guarantor provide a personal guarantee of the Debtor Obligations (as defined in Schedule 1.1).

D. The Guarantor acknowledges that in view of his business relations with the Debtor (i) the financial accommodations by GAOC to the Debtor pursuant to the March 2020 Promissory Note, and the grant of the guarantee contemplated herein are in the interests and to the advantage of the Guarantor, and (ii) the Guarantor will derive significant commercial benefit from these arrangements.

E. The Guarantor holds a 41.1% indirect equity interest in the Debtor and the Guarantor has received, or will receive, direct or indirect benefit from the making of this Guarantee with respect to the Guaranteed Obligations.

As of the date hereof, the Debtor is indebted and otherwise obligated to pay to GAOC the principal amount of $39,000,000 plus accrued unpaid interest thereon.

FOR VALUABLE CONSIDERATION (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants, acknowledges, represents and warrants in favour of GAOC as follows:

1. INTERPRETATION

1.1 Definitions

Each word and phrase (capitalized or not) defined or given an extended meaning in Schedule 1.1 is used in this Guarantee with the respective defined or extended meaning assigned to it in Schedule 1.1.

1.2 Agreements

Each reference in this Guarantee to any agreement (including this Guarantee, the March 2020 Promissory Note and any other word or phrase defined in Schedule 1.1 that is an agreement) shall be construed so as to include such agreement (including any attached schedules, appendices and exhibits) and each change made to it at or before the time in question.

1.3 Headings

The Article and Section headings in this Guarantee are included solely for convenience, are not intended to be full or accurate descriptions and shall not be considered part of this Guarantee.

1.4 Number and Gender

In this Guarantee, words (including defined terms) in the singular include the plural and *vice-versa* (the necessary changes being made to fit the context) and words in one gender include all genders.

2. GUARANTEE

2.1 Guarantee

The Guarantor unconditionally and irrevocably guarantees Payment in Full and performance in full by the Debtor of the Debtor Obligations as they become due from time to time, in accordance with the express provisions of the Debtor Documents.

2.2 Indemnity

The Guarantor shall unconditionally and irrevocably pay to GAOC or the Assignee all such amounts as shall be required from time to time to ensure that GAOC and the Assignee is fully indemnified against and saved fully harmless from and against all losses and expenses which GAOC and the Assignee may at any time suffer or incur by reason of or otherwise in connection with (a) the Debtor Obligations, the unenforceability or invalidity of the Debtor Obligations or any failure by the Debtor to duly and punctually Pay in Full the Debtor Obligations, (b) any loss of any right of GAOC or the Assignee against the Debtor or the Guarantor in respect of the Debtor Obligations or Guarantor's Obligations for any reason whatsoever, including by operation of any Insolvency Law, Fraudulent Conveyances Law or any similar such laws, any laws affecting creditors' rights generally or general principles of equity and (c) any act or omission of GAOC or the Assignee in connection with the enforcement of any of the rights of GAOC or the Assignee against the Debtor or the Guarantor in respect of the Debtor Obligations or the Guarantor's Obligations. The Guarantor's indemnity under this Section 2.2 constitutes a separate and independent obligation of the Guarantor from the guarantee set out in Section 2.1 and may be enforced, without duplication of recovery, by GAOC in lieu of or in addition to such guarantee.

2.3 Nature of Guarantee

This Guarantee is an unconditional, irrevocable and continuing guarantee and indemnity in respect of all of the Debtor Obligations, and the liability of the Guarantor hereunder in respect of the Debtor Obligations is not limited.

2.4 Performance of Debtor's Obligations

If the Debtor fails to pay or perform any Debtor Obligations when due in accordance with the applicable terms and conditions expressed in the Debtor Documents, the Guarantor shall pay or perform the Debtor Obligations immediately on notice from GAOC, without any requirement that GAOC or the Assignee has demanded that the Debtor pay or perform any of the Debtor Obligations. The Guarantor shall pay interest on each amount demanded by GAOC under this Guarantee at the Default Rate (as defined in the March 2020 Promissory Note), due and payable monthly, both before and after judgment and default, commencing from the date of such demand until the Debtor Obligations are Paid in Full.

2.5 Guarantor's Obligations Unconditional

This Guarantee is effective irrespective of whether or not the Debtor Obligations are genuine, valid or enforceable. No circumstance, act or omission, even if known by the Guarantor or GAOC or the Assignee, which might otherwise limit, lessen or release the Guarantor's Obligations or discharge this Guarantee (except for Payment in Full of the Debtor Obligations) shall release or discharge, or wholly or partly exonerate the Guarantor from, any Guarantor's Obligations or prejudice the rights of GAOC or the Assignee under this Guarantee. GAOC and the Assignee may at any time vary, compromise, exchange, renew, discharge, release or abandon any of the Guarantor's Obligations or any other right it may have without thereby lessening, limiting or releasing any other of the Guarantor's Obligations. The Guarantor hereby waives all defences to any suit, action or proceeding brought to enforce this Guarantee.

2.6 Guarantee Unaffected by Judgment or Bankruptcy

Without limiting Section 2.5, none of the Guarantor's Obligations shall be limited, lessened or released, nor shall this Guarantee be discharged, by (i) the recovery of any judgment against the Debtor, the Guarantor or any other person, by any voluntary or involuntary liquidation, dissolution, winding-up, merger, amalgamation or other similar or comparable proceeding in respect of the Debtor or any other person, (ii) any sale or other disposition of all or substantially all of the assets of the Debtor, the Guarantor or any other person, or (iii) any judicial or extra-judicial receivership, Insolvency Proceeding, preference, winding up or other similar or comparable proceedings affecting the Debtor, the Guarantor or any other person.

2.7 Independence of Guarantee

The Guarantor's Obligations are in addition to and independent of any other guarantee or security. The Guarantor's Obligations shall not be lessened or limited, nor shall this Guarantee be discharged, by (a) any direction of application of payment by the Debtor, the Guarantor or any other person or (b) any payment received on account of the Debtor Obligations that GAOC or the Assignee repays or is obliged to repay pursuant to any applicable law or for any other reason.

3. AGREEMENTS AND WAIVERS OF THE GUARANTOR

3.1 Waiver

The Guarantor hereby waives both notice of the existence or creation of the Debtor Obligations and presentment, demand, dishonour, notice of dishonour, protest, noting of protest and all other notices whatsoever.

3.2 No Requirement to Exhaust Recourse

Neither GAOC nor the Assignee shall be bound to seek or exhaust its recourse against the Debtor or any other person nor to enforce, marshal or value any security before being entitled to payment under this Guarantee. The Guarantor renounces the benefits of discussion and division, if applicable.

3.3 Payment of Guarantor's Obligations

The Guarantor shall, immediately upon demand (given in accordance with section 2.4) of GAOC or forthwith upon the occurrence of the bankruptcy or insolvency of the Guarantor, the Debtor or any other person who has guaranteed the Debtor Obligations, pay to GAOC at the office of GAOC, or as GAOC may direct in writing by GAOC, all amounts payable hereunder.

3.4 Postponement

All obligations of the Debtor to the Guarantor are subordinated and postponed to the prior Payment in Full of the Debtor Obligations and all monies received from the Debtor by or for the account of the Guarantor shall be received in trust for GAOC and, forthwith upon receipt, paid over to GAOC, or as GAOC may direct such payment in writing for application in accordance with the provisions of this Guarantee, all without prejudice to and without in any way limiting, lessening or releasing the Guarantor's Obligations. The Guarantor shall not, in any circumstance, do anything, including take any action or commence any suit, action or proceeding, to recover, collect or otherwise exercise or realize upon any rights it may now or hereafter have against the Debtor without the prior written consent of GAOC.

3.5 Postponed Subrogation

The Guarantor shall not be entitled to exercise and agrees that it shall not exercise any right of subrogation to any right of GAOC or the Assignee until the Debtor Obligations are Paid in Full.

3.6 Bankruptcy

Upon any Insolvency Proceeding or any winding-up being commenced in respect of the Debtor or any other person guaranteeing any Debtor Obligations, any sale or other disposition of all or substantially all of the assets of the Debtor or any other person guaranteeing any Debtor Obligations or any judicial or extra-judicial receivership, or other similar or comparable proceedings affecting the Debtor or any other person guaranteeing any Debtor Obligations, the rights of GAOC and the Assignee under this Guarantee shall not be limited, lessened or released by the omission to prove its claim or to prove its full claim and GAOC and the Assignee may prove such claim as it sees fit and may refrain from proving any claim and, in the discretion of GAOC and the Assignee, GAOC and the Assignee may value as it sees fit or refrain from valuing any security held by GAOC, without in any way lessening, limiting or releasing the liability to GAOC and the Assignee of the Guarantor and until the Debtor Obligations are Paid in Full, GAOC and the Assignee shall have the right to include in its claim the amount of all sums paid to GAOC under this Guarantee and to prove and rank for and receive dividends in respect thereof. The Guarantor irrevocably waives and agrees not to exercise any and all rights to prove and rank for such sums paid by the Guarantor to GAOC or to receive any or all dividends in respect thereof until the Debtor Obligations are Paid in Full.

3.7 Powers

GAOC need not inquire into the powers of the Debtor or its directors, officers, employees or other representatives purporting to act on its behalf. All advances, credit or other financial accommodation in fact obtained from GAOC, under, by reason of, or otherwise in respect of, the Debtor Documents in the purported exercise of such powers shall be deemed to be part of the Debtor Obligations. The Guarantor will not contest the validity of any of the Debtor Obligations on the grounds that the Debtor Obligations were incurred by the Debtor irregularly, fraudulently, defectively or informally or in excess of the powers of the Debtor or of its directors, officers, employees or other representatives, even if GAOC had notice of the limitation on any such powers.

3.8 Survival of Guarantee

The Guarantor’s Obligations shall continue unaffected by any change in the name of the Debtor or the Guarantor, or by any change whatever in the objects, capital structure or constitution of the Debtor, or by the Debtor being amalgamated or merged or entering into any other business combination with another person, becoming subject to a statutory arrangement or any other similar or comparable proceeding or continuing under the laws of any other jurisdiction.

3.9 Further Assurances

The Guarantor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments and assurances as GAOC may reasonably require in order to give effect to the provisions of this Guarantee.

3.10 Payment of Realization Costs

The Guarantor shall reimburse or pay GAOC on demand (demand to be given in accordance with section 2.4) for all losses and expenses paid or incurred by GAOC and the Assignee in connection with the preservation or enforcement of the Debtor Obligations, the Guarantor's Obligations or any security. The Guarantor shall pay interest to GAOC on the amount of each such loss and expense from the date paid or incurred until reimbursed or paid to GAOC calculated and payable at the rate and in the manner specified in Section 2.4.

3.11 Termination

This Guarantee and the Guarantor's Obligations are irrevocable. The Guarantor may not determine his liability in regard to any Debtor Obligations, including future Debtor Obligations.

3.12 Financial Condition of the Debtor

The Guarantor acknowledges that he has fully informed himself about the financial condition of the Debtor. The Guarantor assumes full responsibility for keeping fully informed of the financial condition of the Debtor and all other circumstances affecting the ability of the Debtor to pay or perform the Debtor Obligations, and agrees that neither GAOC nor the Assignee has any duty to report to the Guarantor any information which GAOC or the Assignee has or receives about the financial condition of the Debtor or any circumstances bearing on its ability to pay or perform the Debtor Obligations.

3.13 No Set-off

Each payment required to be made by the Guarantor under this Guarantee shall be made without regard to any equities between or among any of the Debtor, the Guarantor and GAOC or the Assignee and without set-off and shall be made free and clear of, and without any deduction or withholding for or on account of any taxes, except to the extent such deduction or withholding for taxes is required by any applicable law, as modified by the administrative practice of any relevant governmental authority, then in effect. To the extent and each time that the Guarantor is required to deduct or withhold taxes from or in respect of any payment to or for the benefit of GAOC or the Assignee under or pursuant to this Guarantee, then the Guarantor shall (a) promptly pay to the relevant governmental authority when due the full amount required to be deducted or withheld (including the full amount of taxes required to be deducted or withheld from any additional amount paid by the Guarantor to GAOC or the Assignee under this Section 3.13), (b) promptly forward to GAOC or the Assignee an official receipt (or a certified copy), or other documentation reasonably acceptable to GAOC or the Assignee, evidencing such payment to such governmental authority and (c) pay to GAOC or the Assignee, in addition to the payment to which GAOC or the Assignee is otherwise entitled under this Guarantee, such additional amount as is necessary to ensure that the net amount actually received by GAOC or the Assignee (free and clear of, and net of, taxes, including the full amount of taxes required to be deducted or withheld from any additional amount paid by the Guarantor under this Section 3.13, whether assessed against the Guarantor or GAOC or the Assignee) will equal the full amount GAOC or the Assignee would have received had no such deduction or withholding been required. The Guarantor's Obligations under this Section 3.13 shall survive the termination of the Debtor Documents and the Payment in Full of the Debtor Obligations and all other Guarantor's Obligations. Any indebtedness owing by GAOC or the Assignee to the Guarantor, direct or indirect, extended or renewed, actual or contingent, matured or not, may be set-off or applied against or combined with, the Guarantor's Obligations by GAOC or the Assignee at any time before, upon or after maturity, without demand upon or notice to anyone, and the terms of such indebtedness and Guarantor's Obligations shall be changed hereby to the extent necessary to permit and give effect to such set-off, application and combination.

3.14 Judgment Currency

If, for the purposes of obtaining or enforcing judgment in any court in any jurisdiction, it becomes necessary to convert into the currency of the jurisdiction in which the court rendering such judgment is located (the "**Judgment Currency**") an amount due under this Guarantee in any other currency (the "**Original Currency**"), then the date on which the rate of exchange for conversion is selected by that court is referred to herein as the "**Conversion Date**". If there is a change in the rate of exchange between the Judgment Currency and the Original Currency between the Conversion Date and the actual receipt by GAOC or the Assignee of the amount due to it under this Guarantee or under such judgment, the Guarantor shall, notwithstanding such judgment, pay all such additional amounts as may be necessary to ensure that the amount received by GAOC or the Assignee in the Judgment Currency, when converted at the rate of exchange prevailing on the date of receipt, will produce the amount due in the Original Currency. The Guarantor's liability hereunder constitutes a separate and independent liability which shall not merge with any judgment or any partial payment or enforcement of payment of sums due under this Guarantee.

4. RIGHTS OF GAOC

4.1 Appropriations

GAOC may appropriate monies received hereunder to such of the Debtor Obligations, and in such order, as GAOC sees fit, subject always to the terms and conditions of the Debtor Documents, and may change any appropriation at any time

4.2 Dealing with Debtor Obligations and Security

Without limiting Section 2.5, GAOC and the Assignee may (a) grant or allow any waiver, consent, extension, indulgence or other act or omission in respect of any Debtor Document, any other agreement, any of the Debtor Obligations or any guarantee or security, (b) do, or omit to do, anything to enforce the payment or performance of any Debtor Document, any other agreement, any of the Debtor Obligations or any guarantee or security, (c) give, refuse, cease or refrain from giving any accommodation to the Guarantor, (d) vary, compromise, exchange, renew, discharge, release, subordinate, postpone or abandon any Debtor Document, any other agreement, any of the Debtor Obligations or any guarantee or security, (e) take, refuse or refrain from taking any guarantee or security, (f) refuse or omit to register or otherwise perfect or keep perfected any security or (g) deal with or allow the Debtor, the Guarantor or any other person to deal with goods or property covered by any security, all when and in such manner and with or without notice as GAOC or the Assignee may deem expedient. GAOC and the Assignee may do, or omit or refuse to do, anything enumerated in this Section 4.2 without thereby lessening, limiting or releasing the Guarantor's Obligations or the rights of GAOC and the Assignee under this Guarantee in any way, even if the effect is to deprive the Guarantor of any right or opportunity to be reimbursed by the Debtor or any other person for any sums paid to GAOC or the Assignee, and even if any such action or omission results from inadvertence or negligence of GAOC, the Assignee or any other person. Notwithstanding the above, if any of the Debtor Obligations remain outstanding, GAOC, or upon assignment, any Assignee shall not release or alter the security it holds in respect of the Debtor pursuant to the Debtor Documents.

4.3 GAOC Accounts to Govern

The amount of the Debtor Obligations at any time shall be deemed to be as stated by GAOC based solely on its records, absent manifest error. The Guarantor shall be bound by any account settled between GAOC and the Debtor.

4.4 Guarantee in Addition

The rights of GAOC and the Assignee hereunder are in addition to and not in substitution for any other rights which GAOC and the Assignee has at any time against the Guarantor respecting the Debtor Obligations or under any other guarantee or security.

5. GENERAL

5.1 Use of Information

The Guarantor hereby (a) authorizes GAOC to obtain, verify, give, share and exchange information about the Guarantor, now and in the future, (b) consents to the collection, use and disclosure of the information about the Guarantor, and (c) confirms that the Guarantor and any other individual who has provided their personal information to GAOC in connection with this Guarantee has consented to the collection, use and disclosure of their personal information; in each case to the same extent as applies under the Debtor Documents to the information about the Debtor and to individuals who have provided their personal information in connection with the Debtor Documents.

5.2 Confidentiality

GAOC agrees to ensure that financial or other information relating to the Guarantor which may be delivered to it pursuant to section 5.1 and which are not publicly filed or otherwise made available to the public generally (and which are not independently known to GAOC) will, to the extent permitted by law, be treated confidentially by GAOC and will not, except with the consent of the Guarantor, be distributed or otherwise made available by GAOC to any person other than its directors, officers, employees, authorized agents, counsel or other representatives (provided the other representatives have agreed or are under a duty to keep all information confidential) required, in the reasonable opinion of GAOC, to have such information for the purposes to this Guarantee.

5.3 Notices

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Guarantee (in this Section, a "**Notice**") shall be in writing and may be made or given by personal delivery, by facsimile, registered mail or by e-mail to the address, facsimile number or e-mail address set out in (a) the signature page hereof if the Notice is to the Guarantor or (b) in the Debtor Documents if the Notice is to GAOC. Any Notice made or given by personal delivery shall be conclusively deemed to have been given at the time of actual delivery or, if made or given by facsimile or e-mail at the opening of business on the first business day (in the place of intended delivery) following the transmittal thereof, provided the party sending such Notice receives confirmation of receipt from the intended recipient's telecopier or e-mail server.

5.4 Time of the Essence

Time is of the essence of each provision of this Guarantee.

5.5 Governing Law

This Guarantee shall be governed by, and interpreted in accordance with the laws of the Province of Ontario, including the federal laws of Canada applicable therein, but excluding conflict of law rules. The Guarantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising hereunder or related hereto.

5.6 Jurisdiction

(a) With respect to any claim arising out of this Guarantee:

(i) for the exclusive benefit of GAOC and the Assignee, the Guarantor irrevocably and unconditionally submits, for himself and his property, to the non-exclusive jurisdiction of (A) the courts of competent jurisdiction of the Province of Ontario, Canada located at Toronto, (B) the courts of competent jurisdiction in the jurisdiction in which the chief executive office of the Debtor is located, (C) the courts of competent jurisdiction in the jurisdiction in which the Debtor is incorporated or formed located at the principal financial center of such jurisdiction and (D) any appellate court from any of the courts referred to in clauses (A), (B) and (C) (collectively, and any of them, the "**Courts of Primary Jurisdiction**");

(ii) The Guarantor irrevocably waives:

(A) any objection which it may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating to this Guarantee brought in any Court of Primary Jurisdiction;

(B) any claim that any such suit, action or proceeding brought in any Court of Primary Jurisdiction has been brought in an inconvenient forum;

(C) the right to object, with respect to any such suit, action or proceeding brought in any Courts of Primary Jurisdiction, that such court does not have jurisdiction over the Guarantor; and

(D) the right to require GAOC or the Assignee to post security in any litigation brought in any Courts of Primary Jurisdiction.

(b) Nothing in this Guarantee will be deemed to preclude GAOC or the Assignee from bringing any suit, action or proceeding in respect of this Guarantee in any other jurisdiction.

(c) The Guarantor agrees that a final judgment in any suit, action or proceeding commenced in the Courts of Primary Jurisdiction shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

5.7 Service of Process

(a) The Guarantor further irrevocably consents to the service of process out of the Courts of Primary Jurisdiction in accordance with the local rules of civil procedure or by mailing a copy thereof, by registered air mail, postage prepaid to the Guarantor at the address of the Guarantor, or by sending a copy thereof by facsimile or by e-mail in pdf format to the Guarantor, at the facsimile number or e-mail address of the Guarantor determined under Section 5.3.

(b) The Guarantor has irrevocably designated and appointed Norton Rose Fulbright Canada LLP at 222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada as his agent to accept and acknowledge on his behalf any and all process which may be served in connection with any litigation arising out of or relating to this Guarantee brought in any of the Courts of Primary Jurisdiction, such service, to the extent permitted by applicable law, being hereby conclusively acknowledged by the Guarantor to be effective and binding service on it in every respect whether or not it is carrying on, or has at any time carried on, business in the jurisdictions where the Courts of Primary Jurisdiction are located. The Guarantor irrevocably consents to the service of process out of the Courts of Primary Jurisdiction by personal service on the Guarantor or on any such process agent.

5.8 Guarantee Effective Immediately

Neither the execution of, nor any filing with respect to, this Guarantee shall bind GAOC to make any financial service available to the Debtor, but the Guarantor's Obligations shall arise forthwith upon the execution of this Guarantee by the Guarantor. Possession of this instrument by GAOC shall be conclusive evidence against the Guarantor that this Guarantee was not delivered in escrow or pursuant to any agreement that it should not be effective until any terms or conditions precedent or subsequent have been complied with.

5.9 Entire Agreement

There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Guarantee.

5.10 Severability

If any provision of this Guarantee is found to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, that provision shall be deemed to be severed herefrom, and the remaining provisions of this Guarantee shall not be affected thereby and shall remain valid and enforceable. The Guarantor shall, at the request of GAOC, negotiate in good faith with GAOC to replace any invalid or unenforceable provision contained in this Guarantee with a valid and enforceable provision that has the commercial effect as close as possible to that of the invalid or unenforceable provisions, to the extent permitted by applicable law.

5.11 Successors and Assigns; Binding Effect

This Guarantee shall enure to the benefit of each of GAOC and its representatives, successors and assigns relative to all or any item or part of the Debtor Obligations and shall be binding on the Guarantor, his representatives (including receivers), and his legal and personal representatives, heirs and assigns. Following an Event of Default under the March 2020 Promissory Note, GAOC may assign all or any item or part of the Debtor Obligations (each, a "**Participation**") to any other person (the "**Assignee**") with or without notice to the Guarantor. Unless GAOC notifies the Guarantor that it has assigned all of its rights to the Debtor Obligations to the Assignee, upon any such assignment taking place and for so long as each such Participation has not been Paid in Full, GAOC shall hold this Guarantee and the Guarantor shall be deemed hereby to have granted this Guarantee to GAOC, in the capacity of trustee acting on its own behalf relative to the unassigned items and/or parts of the Debtor Obligations owing to it and for and on behalf of the Assignee relative to the Participation owing to the Assignee, and each reference in this Guarantee to GAOC shall, to the extent the context so admits, be construed and interpreted accordingly to give effect to such capacity as such trustee. Notwithstanding the foregoing, upon GAOC receiving notice from Aphria (defined below) that Aphria has entered into a transaction to sell a material portion of its assets, GAOC may, following the provision of notice to the Guarantor, assign all or any item or part of the Debtor Obligations to any other person.

5.12 Amendment

No agreement purporting to change this Guarantee shall be binding upon either the Guarantor or GAOC unless that agreement is in writing and signed by the party sought to be bound thereby.

5.13 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Guarantee shall be effective only in the specific instance and for the specific purpose for which it has been given and only to the extent contained in a written agreement signed by the Guarantor and GAOC. No failure on the part of GAOC to exercise, and no delay in exercising, any right under this Guarantee shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

5.14 Guarantor Acknowledgement re: Payment under the Guarantee

In view of the fact that *(i)* GAOC has advised the Guarantor that GAOC is obligated to comply with the provisions set forth in a certain debt/call option settlement agreement dated April 15, 2019 between Aphria Inc., a corporation incorporated under the *Business Corporations Act* (Alberta), and subsequently continued into the Province of Ontario ("**Aphria**") and GAOC (the "**Settlement Agreement**"), which, among other things, obligates GAOC to pay to Aphria the funds it receives from the Debtor under the Original Promissory Note, as amended and restated by the March 2020 Promissory Note, and *(ii)* the Debtor is indebted to GAOC for payment of the Debtor Obligations, and *(iii)* GAOC has agreed with Aphria to pay Aphria the funds it receives from GAOC under this Guarantee, at the time and in the amount each payment is received by GAOC under this Guarantee, GAOC hereby irrevocably directs the Guarantor to make all payments due and owing to GAOC by the Guarantor under this Guarantee directly to or to the order of Aphria (the "**Payment Direction**"), and the Guarantor hereby irrevocably agrees to the comply with the Payment Direction.

The Guarantor acknowledges that GAOC has advised him that GAOC has appointed any officer of Aphria as the true and lawful attorney of GAOC with full power of substitution to take all actions as such attorney determines necessary or appropriate to recover payment of the Guarantor's Obligations when due hereunder and take all such enforcement steps necessary.

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TO WITNESS WHEREOF, the Guarantor has caused this Guarantee to be duly executed and delivered to GAOC and Aphria as of the date set out at the commencement hereof.

Shelia Whiteman Witness	))))))

Jay Schottenstein

Notices to Guarantor:

Address:
Facsimile:
e-mail:

Name: JAY SCHOTTENSTEIN c/o TOD H. FRIEDMAN
Address: 4300 E. FIFTH AVENUE
COLS. OH 43219

Attention:
Facsimile

TO WITNESS the acceptance of this Guarantee, each signatory below has caused this Guarantee to be duly executed as of the date set out at the commencement hereof.

GA OPPORTUNITIES CORP.

By: ______________________________

Name: Matt Shalhoub

Title: Director

By: ______________________________

Name:

Title:

APHRIA INC.

By: ______________________________

Name:

Title:

By: ______________________________

Name:

Title:

TO WITNESS the acceptance of this Guarantee**,** each signatory below has caused this Guarantee to be duly executed as of the date set out at the commencement hereof.

GA OPPORTUNITIES CORP.

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

APHRIA INC.

By: ______________________________
Name: Carl Merton
Title: CFO

By: ______________________________
Name:
Title:

SCHEDULE 1.1

DEFINITIONS

1. Defined Terms

In this Guarantee:

"**Assignee**" is used with the defined meaning given in Section 5.11.

"**Debtor Documents**" means each agreement for the time being and from time to time in effect between GAOC and the Debtor, including the March 2020 Promissory Note, the Security Agreement, and any other loan or security agreement executed by the Debtor in favour of GAOC, and (as the context so admits) each and any of them.

"**Debtor Obligations**" means all obligations of the Debtor to GAOC and/or the Assignee of whatever nature or kind, including those arising under, by reason of, or otherwise in respect of the Debtor Documents, and (as the context so admits) each and any item or part of any thereof. **"Debtor Obligations"** includes obligations regardless of the place or manner in which they arise or are evidenced, whether arising directly from dealings between the Debtor and GAOC and/or the Assignee or from other dealings or proceedings by which the Debtor may be or become in any manner obligated to GAOC and/or the Assignee and in any currency and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety.

"**Fraudulent Conveyances Law**" means the *Assignment and Preferences Act* (Ontario), the *Fraudulent Conveyances Act* (Ontario), sections 95 to 101 inclusive of the *Bankruptcy and Insolvency Act* (Canada) or any other like, equivalent or analogous legislation of any jurisdiction, domestic or foreign, as the context requires.

"**Guarantee**" means this guarantee and all schedules attached hereto.

"**Guarantor**" means the person identified in the preamble of this Guarantee as the Guarantor.

"**Guarantor's Obligations**" means all and any item or part of the guarantee, indemnity and other obligations of the Guarantor to GAOC and the Assignee arising under, by reason of, or otherwise in respect of this Guarantee.

"**GAOC**" means GA Opportunities Corp., a corporation formed under the laws of the Province of Ontario, subject as otherwise provided in Section 5.11.

"**Insolvency Law**" means the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other like, equivalent or analogous legislation of any jurisdiction, domestic or foreign and any plan of arrangement law provision of any corporations statute under which a corporation may propose a compromise or an arrangement with respect to its creditors or any class or the claims of any class of creditors of the corporation.

"**Insolvency Proceeding**" in relation to any person means any proceeding contemplated by any application, petition, assignment, filing of notice or other means, whether voluntary or involuntary, under any Insolvency Law seeking any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, administration or other like or similar relief in respect of any or all of the obligations of that person, seeking the winding up, liquidation or dissolution of that person or all or any part of its property, seeking any judgment or Order declaring, finding or adjudging that person Insolvent or bankrupt, seeking the appointment (provisional, interim or permanent) of any receiver or resulting, by operation of law, in the bankruptcy of that person.

"Paid in Full", **"Pay in Full"** and "**Payment in Full**" each means permanent, indefeasible and irrevocable payment in cash (or other freely available funds transfer as may be expressly provided for in the Debtor Documents) to GAOC and the Assignee in full of all Debtor Obligations in accordance with the express provisions of the Debtor Documents, without regard to any compromise, reduction or disallowance of all or any item or part thereof by virtue of the application of any Insolvency Law, Fraudulent Conveyances Law or any other similar such laws, any law affecting creditors' rights generally or general principles of equity, and the cancellation or expiry of all obligations of GAOC to lend or otherwise under, by reason of or otherwise in respect of the Debtor Documents.

"**Security Agreement**" means the general security agreement made as of April 15, 2019 by the Debtor in favour of GAOC.

"**$**" means lawful currency of Canada.

2. **Extended Meanings**

To the extent the context so admits, any reference in this Agreement to:

an "**agreement**" shall be construed as any agreement, oral or written, any simple contract, deed or specialty, and includes any bond, bill of exchange, indenture, instrument or undertaking.

"**change**" shall be construed as change, modify, alter, amend, supplement, extend, renew, compromise, novate, replace, terminate, release, discharge, cancel, suspend or waive, or (where the context so admits) to the noun or participle form of any of the foregoing; and "**changed**" and "**changes**" shall be construed in like manner.

"**claim**" shall be construed as claim, claim over, cross-claim, defence, demand, liability, suit, action or proceeding, judgment or order of any court or other governmental authority or arbitrator.

a “**government**” shall be construed as (i) the Crown in right of Canada or in the right of any Province of Canada, (ii) the government of a Territory in Canada, (iii) a municipality in Canada or (iv) the government of a foreign country or any political subdivision of it; and “**governmental**” shall be construed in like manner.

a “**guarantee**” shall be construed as any guarantee, indemnity, letter of comfort or other assurance made in respect of any indebtedness, other obligation or financial condition of another.

“**include**”, “**includes**” and “**including**” shall be construed to be followed by the statement “without limitation” and none of such terms shall be construed to limit any word or statement which it follows to the specific items or matters immediately following it or similar terms or matters.

“**losses and expenses**” shall be construed as losses, costs, expenses, damages, penalties and judgments and awards of any court or other governmental authority or arbitrator, including any applicable court or arbitration costs and legal fees and disbursements on a solicitor and client basis, and “**loss and expense**” shall be construed in like manner.

“**obligations**” shall be construed as indebtedness, obligations, promises, covenants, responsibilities, duties and liabilities (actual or contingent, direct or indirect, matured or unmatured, now existing or arising hereafter), whether arising by agreement or statute, at law, in equity or otherwise; and “**obliged**”, “**obligated**” and “**obligation**” shall be construed in like manner.

a “**person**” shall be construed as an individual, including an individual in his or her capacity as trustee, executor, administrator or other representative, a sole proprietorship, a partnership, an unincorporated association, an unincorporated syndicate, an unincorporated organization, a trust, including a business trust, a body corporate organized under the laws of any jurisdiction, a government or agency of a government or any other legal or commercial entity.

a “**representative**” shall be construed as any person empowered to act for another, including an agent, an officer of a body corporate or association and a trustee, executor or administrator of an estate.

“**rights**” shall be construed as rights, titles, benefits, interests, powers, authorities, discretions, privileges, immunities and remedies (actual or contingent, direct or indirect, matured or unmatured, now existing or arising hereafter), whether arising by agreement or statute, at law, in equity or otherwise; and “**right**” shall be construed in like manner.

“**set-off**” means any right or obligation of set-off, compensation, offset, combination of accounts, netting, retention, withholding, reduction, abatement, deduction, counter-claim, cross-claim or any similar right or obligation, or (as the context requires) any exercise of any such right or performance of such obligation.

“**successor**” of a person (the “relevant party”) shall be construed so as to include (i) any amalgamated or other body corporate of which the relevant party or any of its successors is one of the amalgamating or merging body corporates and (ii) any person to whom all or substantially all of the businesses, undertakings, properties and assets of the relevant party are transferred. Each reference in this Guarantee to any party hereto or any other person shall (where the context so admits) include its successors.

EXTRAORDINARY RESOLUTION AND CONSENT

TO: Green Growth Brands Inc. ("**GGB**")

AND TO: Capital Transfer Agency ULC ("**CTA**")

AND TO: Each Registered Debentureholder

RE: Extraordinary Resolution of Registered Debentureholders

Reference is made to that certain convertible debenture indenture dated May 17, 2019 (the "**Debenture Indenture**") between GGB and CTA providing for the issuance of 15.00% secured convertible debentures of GGB. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Debenture Indenture.

WHEREAS Section 9.7 of the Debenture Indenture restricts GGB and its subsidiaries from incurring, assuming or otherwise becoming liable for or in respect of any Indebtedness other than Permitted Indebtedness;

WHEREAS Section 9.8 of the Debenture Indenture restricts GGB and its subsidiaries from creating, incurring, assuming permitting or suffering to exist any Encumbrance against any properties or assets except for, among other things, Encumbrances granted in connection with Permitted Indebtedness;

WHEREAS GGB has borrowed and proposes to borrow from All Js Greenspace LLC ("**All Js**") amounts to be used by GGB and certain of its subsidiaries for general corporate purposes (collectively, the "**New Indebtedness**") and has issued and proposes to issue one or more promissory notes to All Js Greenspace LLC ("**All Js**") to evidence such New Indebtedness and

WHEREAS in connection with such New Indebtedness GGB has agreed to, and to cause certain subsidiaries to, enter into general security agreements supported, in each case by a guarantee (each, a "**Guarantee**") in favour of All Js and pursuant thereto to Encumber the assets of GGB and the applicable subsidiaries so as to secure GGB's obligation to repay such New Indebtedness in accordance with the terms thereof;

WHEREAS it is proposed that the New Indebtedness and related grant of Encumbrance rank senior (structurally and by agreement) to the Debentures contrary to Sections 9.7 and Section 9.8, respectively, of the Debenture Indenture;

AND WHEREAS, in accordance with Article 7 of the Debenture Indenture, Registered Debentureholders holding not less than 66 2/3% of the aggregate principal amount of the Debentures then outstanding have the power to, among other things, agree to any modification, abrogation, alteration, compromise or arrangement of the rights of Registered Debentureholders against GGB, refrain from enforcing any of the covenants on the part of GGB contained in the Debenture Indenture or assent to any change in or omission from the provisions contained in the Debenture Indenture.

NOW THEREFORE, BE IT RESOLVED that the undersigned Registered Debentureholders, whose Debentures represent at least 66 2/3% of the aggregate principal amount of Debentures outstanding as of the date hereof, by signing below, hereby consent to the waiver of the restrictions set forth in Sections 9.7 and 9.8 of the Debenture Indenture in respect of the New Indebtedness, each Guarantee and the related grants of the Encumbrance and their seniority to the Debentures, and hereby confirm and agree that the incurrence of New Indebtedness, delivery of Guarantees, related grants of Encumbrance (the registration of security in connection therewith) and the seniority thereof to the Debentures will not constitute a breach or default by GGB under the terms of the Debenture Indenture.

AND BE IT FURTHER RESOLVED that the Debenture Trustee is hereby authorized and directed to execute and to cause to be executed or to deliver or cause to be delivered, on behalf of the Debentureholders and without the requirement for execution by any of such Debentureholders or other Person or Persons, all such documents, agreements and instruments and to do or cause to be done all such other acts and things as the Debenture Trustee (with the advice of its counsel, if necessary) shall determine to be necessary or desirable to carry out the intent of this resolution and the matters authorized hereby.

This resolution and consent is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This resolution and consent may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this consent.

[Remainder of page intentionally left blank. Signature page follows.]

DATED this 3rd day of May, 2020.

In respect of Debentures in the principal amount of US$2,000,000

AD GREENLEAF LLC

By: ______________________
Authorized Signing Officer

DATED this 4th day of May, 2020.

In respect of Debentures in the principal amount of US$20,000,000

LS GREEN INVESTMENTS, LLC

DocuSigned by:

By: ______________________________

825863E2B51147C...

Authorized Signing Officer

DATED this 4th day of May, 2020.

In respect of Debentures in the principal amount of US$10,000,000

DELANCEY FINANCIAL LLC

By: Jeffrey Swanson
Authorized Signing Officer

DATED this _____ day of _________________, 2020.

In respect of Debentures in the principal amount of US$1,000,000

MICHAEL D. FASCITELLI

____

DATED this _____ day of _________________, 2020.

In respect of Debentures in the principal amount of US$5,000,000

WMB RESOURCES LLC

By: ____________________________________
Authorized Signing Officer

DATED this _____ day of _________________, 2020.

In respect of Debentures in the principal amount of US$500,000

DAVID DAMAST

____

DATED this _____ day of _________________, 2020.

In respect of Debentures in the principal amount of US$2,000,000

MYW HOLDINGS, LLC

By: ____________________________________

Authorized Signing Officer

DATED this _____ day of _________________, 2020.

In respect of Debentures in the principal amount of US$5,000,000

MICHAEL D. HORVITZ REVOCABLE TRUST

By: ________________________________
Authorized Signing Officer

SUBORDINATION

To: **ALL JS GREENSPACE LLC** (the "**Lender**")

Re: **GREEN GROWTH BRANDS INC.** (the "**Debtor**"**)**

The Lender is the holder of security interests granted by the Debtor in its present and after-acquired personal property pursuant to a general security agreement dated May 4, 2020 as security for the Secured Obligations (as defined therein), and in respect of which a financing statement has been registered pursuant to the provisions of the *Personal Property Security Act* (Ontario) (the **"PPSA"**) in favour of the Lender, as secured party, on May 4, 2020 with registration no. 20200504 0803 1590 2795 and reference file no. 761700609 (herein, the **"Lender Security"**).

Capital Transfer Agency ULC, in its capacity as debenture trustee for certain debentureholders (in such capacity, the "**Debenture Trustee**") under a debenture indenture dated as of October 18, 2019 between the Debenture Trustee and the Debtor, as supplemented by a supplemental indenture dated March 6, 2020 (as so supplemented, and as amended, modified, extended, renewed, replaced or further supplemented from time to time, the "**Debenture Indenture**") is the holder of security interests granted by the Debtor in its present and after-acquired personal property pursuant to a general security agreement dated as of June 6, 2019 as security for the obligations of the Debtor to the debentureholders under the Debenture Indenture (the "**Debenture Obligations**"), in respect of which a financing statement has been registered pursuant to the provisions of the PPSA in favour of the Debenture Trustee, as secured party, on November 13, 2019 with registration no. 20191113 1437 9234 8931 and reference file no. 757566396 (herein, the **"Debenture Security"**).

For valuable consideration (the receipt and sufficiency whereof are hereby acknowledged), the Debenture Trustee hereby confirms and agrees, on behalf of itself and the debentureholders under the Debenture Indenture, that the Debenture Obligations and the Debenture Security shall rank subsequent in priority, and is hereby subordinated, to the Secured Obligations and the Lender Security.

The Debenture Trustee represents and warrants that it has not assigned or transferred any of its interest in the Debenture Security and further agrees that it shall not assign or transfer any of its interest in the Debenture Security without first delivering to the Lender an agreement in this form executed by the assignee or transferee, as applicable, under which such assignee or transferee, as applicable, shall have expressly agreed to be bound by this subordination agreement (this "**Agreement**").

This Agreement is binding upon the undersigned and its successors and assigns and may be relied upon by the Lender and its successors and assigns.

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This Agreement may be delivered by electronic submission, including by portable document format (*pdf), and such delivery will be as effective as delivery of a manually executed signature.

[*Signature Page Follows*]

DATED this 12th day of May , 2020.

CAPITAL TRANSFER AGENCY ULC,
as Debenture Trustee

Per: ______________________________
Name:
Title:

SUBORDINATION

To: **ALL JS GREENSPACE LLC** (the "**Lender**")

Re: **GREEN GROWTH BRANDS INC.** (the "**Debtor**"**)**

The Lender is the holder of security interests granted by the Debtor in its present and after-acquired personal property pursuant to a general security agreement dated May 4, 2020 as security for the Secured Obligations (as defined therein), and in respect of which a financing statement has been registered pursuant to the provisions of the *Personal Property Security Act* (Ontario) (the **"PPSA"**) in favour of the Lender, as secured party, on May 4, 2020 with registration no. 20200504 0803 1590 2795 and reference file no. 761700609 (herein, the **"Lender Security"**).

Capital Transfer Agency ULC, in its capacity as debenture trustee for certain debentureholders (in such capacity, the "**Debenture Trustee**") under a debenture indenture dated as of May 17, 2019 between the Debenture Trustee and the Debtor (as amended, modified, extended, renewed, replaced or supplemented from time to time, the "**Debenture Indenture**") is the holder of security interests granted by the Debtor in its present and after-acquired personal property pursuant to a general security agreement dated as of June 6, 2019 as security for the obligations of the Debtor to the debentureholders under the Debenture Indenture (the "**Debenture Obligations**"), in respect of which a financing statement has been registered pursuant to the provisions of the PPSA in favour of the Debenture Trustee, as secured party, on June 6, 2019 with registration no. 20190606 1701 9234 6765 and reference file no. 752055777 (herein, the **"Debenture Security"**).

For valuable consideration (the receipt and sufficiency whereof are hereby acknowledged), the Debenture Trustee hereby confirms and agrees, on behalf of itself and the debentureholders under the Debenture Indenture, that the Debenture Obligations and the Debenture Security shall rank subsequent in priority, and is hereby subordinated, to the Secured Obligations and the Lender Security.

The Debenture Trustee represents and warrants that it has not assigned or transferred any of its interest in the Debenture Security and further agrees that it shall not assign or transfer any of its interest in the Debenture Security without first delivering to the Lender an agreement in this form executed by the assignee or transferee, as applicable, under which such assignee or transferee, as applicable, shall have expressly agreed to be bound by this subordination agreement (this "**Agreement**").

This Agreement is binding upon the undersigned and its successors and assigns and may be relied upon by the Lender and its successors and assigns.

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This Agreement may be delivered by electronic submission, including by portable document format (*pdf), and such delivery will be as effective as delivery of a manually executed signature.

[*Signature Page Follows*]

DATED this 12th day of May, 2020.

CAPITAL TRANSFER AGENCY ULC,
as Debenture Trustee

Per: ______________________
Name:
Title:

EXTRAORDINARY RESOLUTION AND CONSENT

TO: Green Growth Brands Inc. ("**GGB**")

AND TO: Capital Transfer Agency ULC ("**CTA**")

AND TO: Each Registered Debentureholder

RE: Extraordinary Resolution of Registered Debentureholders

Reference is made to that certain convertible debenture indenture dated October 18, 2019, as supplemented by a supplemental debenture dated March 6, 2020 (taken together, the (the "**Debenture Indenture**") between GGB and CTA providing for the issuance of 5.00% secured convertible debentures of GGB. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Debenture Indenture.

WHEREAS Section 10.7 of the Debenture Indenture restricts GGB and its subsidiaries from incurring, assuming or otherwise becoming liable for or in respect of any Indebtedness other than Permitted Indebtedness;

WHEREAS Section 10.8 of the Debenture Indenture restricts GGB and its subsidiaries from creating, incurring, assuming permitting or suffering to exist any Encumbrance against any properties or assets except for, among other things, Encumbrances granted in connection with Permitted Indebtedness;

WHEREAS GGB has borrowed and proposes to borrow from All Js Greenspace LLC ("**All Js**") amounts to be used by GGB and certain of its subsidiaries for general corporate purposes (collectively, the "**New Indebtedness**") and has issued and proposes to issue one or more promissory notes to All Js Greenspace LLC ("**All Js**") to evidence such New Indebtedness and

WHEREAS in connection with such New Indebtedness GGB has agreed to, and to cause certain subsidiaries to, enter into general security agreements supported, in each case by a guarantee (each, a "**Guarantee**") in favour of All Js and pursuant thereto to Encumber the assets of GGB and the applicable subsidiaries so as to secure GGB's obligation to repay such New Indebtedness in accordance with the terms thereof;

WHEREAS it is proposed that the New Indebtedness and related grant of Encumbrance rank senior (structurally and by agreement) to the Debentures contrary to Sections 10.7 and Section 10.8, respectively, of the Debenture Indenture;

AND WHEREAS, in accordance with Article 8 of the Debenture Indenture, Registered Debentureholders holding not less than 66 2/3% of the aggregate principal amount of the Debentures then outstanding have the power to, among other things, agree to any modification, abrogation, alteration, compromise or arrangement of the rights of Registered Debentureholders against GGB, refrain from enforcing any of the covenants on the part of GGB contained in the Debenture Indenture or assent to any change in or omission from the provisions contained in the Debenture Indenture.

NOW THEREFORE, BE IT RESOLVED that the undersigned Registered Debentureholders, whose Debentures represent at least 66 2/3% of the aggregate principal amount of Debentures outstanding as of the date hereof, by signing below, hereby consent to the waiver of the restrictions set forth in Sections 10.7 and 10.8 of the Debenture Indenture in respect of the New Indebtedness, each Guarantee and the related grants of the Encumbrance and their seniority to the Debentures, and hereby confirm and agree that the incurrence of New Indebtedness, delivery of Guarantees, related grants of Encumbrance (the registration of security in connection therewith) and the seniority thereof to the Debentures will not constitute a breach or default by GGB under the terms of the Debenture Indenture.

AND BE IT FURTHER RESOLVED that the Debenture Trustee is hereby authorized and directed to execute and to cause to be executed or to deliver or cause to be delivered, on behalf of the Debentureholders and without the requirement for execution by any of such Debentureholders or other Person or Persons, all such documents, agreements and instruments and to do or cause to be done all such other acts and things as the Debenture Trustee (with the advice of its counsel, if necessary) shall determine to be necessary or desirable to carry out the intent of this resolution and the matters authorized hereby.

This resolution and consent is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This resolution and consent may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this consent.

[Remainder of page intentionally left blank. Signature page follows.]

DATED this 4th day of May, 2020.

In respect of Debentures in the principal amount of US$20,599,845

ALL JS GREENSPACE LLC

DocuSigned by:

By: ______________________

0495EA53EEC34D7...

Authorized Signing Officer

DATED this _____ day of _________________, 2020.

In respect of Debentures in the principal amount of US$881,000

CHIRON VENTURES INC.

By: ____________________________________
Authorized Signing Officer

DATED this _____ day of _________________, 2020.

In respect of Debentures in the principal amount of US$2,237,000

A.A.F. FINANCIAL LTD.

By: ____________________________________
Authorized Signing Officer

AMENDMENT TO SHARE PURCHASE AGREEMENT

THIS AMENDMENT TO SHARE PURCHASE AGREEMENT (this "**Amendment**") is dated as of this 18th day of July, 2019, by and between the following (each, a "**Party**", and collectively, the "**Parties**"): GGB Florida LLC, a Delaware limited liability ("**Purchaser**") and Spring Oaks Greenhouses, Inc., a Florida corporation (the "**Company**").

RECITALS

WHEREAS, the Parties, among others, have entered into that certain Share Purchase Agreement, dated June 3, 2019 (as the same now exists or may hereafter be amended, modified, supplemented, renewed, restated, or replaced, the "**Purchase Agreement**");

WHEREAS, pursuant to Section 8.12 of the Purchase Agreement, the Purchase Agreement may be amended only by a written consent of the Parties; and

WHEREAS, the Parties desire to amend the Purchase Agreement by entering into this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such term as set forth in the Purchase Agreement and all references to Sections, shall mean the Sections of the Purchase Agreement unless reference is made to another document.

2. Amendment to Purchase Agreement. The Purchase Agreement shall be amended as follows:

(a) Section 1.2(b). Section 1.2(b) is deleted in its entirety and amended as follows:

"(b) For and in consideration of the sale, transfer and delivery of the Purchased Shares, Purchaser and/or GGB shall, at Closing, (i) pay to Representative, for the benefit of Sellers, $5,000,000.00 *less* (A) any Indebtedness of the Company, (B) any Change of Control Payments, and (C) Company Transaction Expenses in connection with the Transaction Agreements, to the extent not paid by Seller at or prior to the Closing (the "**Initial Closing Cash Payment**") by wire transfer to a bank account or accounts designated by Representative, (ii) subject to Section 1.2(c), issue to Sellers the Consideration Shares in accordance with the allocation set forth in Schedule 1.2(b), (iii) deliver the Note to Representative, and (iv) no later than August 31, 2019, Purchaser and/or GGB shall pay to Representative, for the benefit of Seller, the Balance Closing Cash Purchase Price by wire transfer to a bank account or accounts designated by Representative. At the Closing, Sellers shall deliver to Purchaser a stock power attached as Exhibit A to this Agreement, duly executed by each Seller (the "**Stock Power**") and, if the Purchased Shares are certificated, a certificate or certificates representing the Purchased Shares."

(b) Section 1.3(a)(ii). Section 1.3(a)(ii) is deleted in its entirety and amended as follows:

"(ii) "**Balance Closing Cash Purchase Price**" means the Closing Cash Purchase Price less the Initial Closing Cash Payment."

(c) Section 1.3(a)(xxxv). Section 1.3(a)(xxxv) is deleted in its entirety and amended as follows:

"(xxxv) "**Note**" means a Convertible Secured Promissory Note in the principal amount of the Note Amount and with a maturity date twenty-four (24) months after the Closing (the "**Maturity Date**"), substantially in the form attached as Exhibit E to this Agreement, as such Note may be amended from time to time by the mutual agreement of the Parties."

(d) Section 1.3(xxxvi). Section 1.3(xxxvi) is deleted in its entirety and amended as follows:

"(xxxvi) "**Note Amount**" means $11,400,000, subject to the adjustments set forth therein.

(e) Section 5.5. The introductory paragraph of Section 5.5 (prior to subsections (a), (b) and (c) thereof which shall remain unchanged) is deleted in its entirety and amended as follows:

"5.5 Closing Deliverables of Purchaser. At the Closing, (i) Purchaser and GGB shall deliver to the Sellers the Initial Closing Cash Payment, the Consideration Shares, the Extension Shares, and the Note, and (ii) Purchaser shall duly execute (where appropriate) and deliver to Representative the following, which shall be deemed to be executed simultaneously with the Closing:"

3. Extension Fee. In consideration for the extension of the payment of the Balance Closing Cash Purchase Price pursuant to Section 2(a) above, Purchaser shall, at Closing, cause to be issued 100,000 GGB Shares to the Representative for the benefit of Sellers (the "**Extension Shares**").

4. Note. The Note is hereby amended and restated substantially in the form attached as Exhibit A to this Amendment.

5. Full Force and Effect. Except as specifically amended, modified, or supplemented by this Amendment, the Purchase Agreement, as amended, shall remain unchanged and in full force and effect.

6. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature) or other commonly recognized transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles, and shall be subject to the terms and provisions of the Purchase Agreement, as amended hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

PURCHASER:

GGB FLORIDA LLC

Peter Horvath
By:______________________________
Name: Peter Horvath
Title: President

COMPANY:

SPRING OAKS GREENHOUSES, INC.

By:______________________________
Name: Stanley W. Harris
Title: President

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

PURCHASER:

GGB FLORIDA LLC

By:______________________________
Name: Peter Horvath
Title: President

COMPANY:

SPRING OAKS GREENHOUSES, INC.

By: Stanley W Harris Pres
Name: Stanley W. Harris
Title: President

EXHIBIT A

AMENDED AND RESTATED NOTE

See attached.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ***[INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]***.

THIS NOTE AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

CONVERTIBLE SECURED NOTE DUE ____________, 2021

US $11,400,000.00 Date of Issuance: __________ ___, 2019

FOR VALUE RECEIVED, Green Growth Brands Inc., a corporation incorporated and existing under the *Business Corporations Act* (Ontario) (the "**Company**"), hereby unconditionally promises to pay to the order of Stanley W. Harris, a Florida resident, in his capacity as representative of the sellers under the Share Purchase Agreement (the "**Holder**"), or his permitted transferees or assigns, the aggregate principal sum of Eleven Million Four Hundred Thousand Dollars ($11,400,000.00) (the "**Principal Amount**"). Except as expressly provided herein, all payments of principal and accrued interest by the Company under this Convertible Note (this "**Note**") shall be made in United States dollars in immediately available funds to the account specified by the Holder. Except as otherwise provided herein, this Note shall accrue interest at a rate of fifteen percent (15%), simple interest, per annum.

1. Definitions. Unless the context otherwise requires, when used herein the following terms shall have the meanings indicated:

(a) "**Affiliate**" means, with respect to any person or entity, any person or entity which directly or indirectly controls, is controlled by or is under common control with such person or entity, as applicable. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

(b) "**Change of Control**" means (i) the sale by the Company of all or substantially all of the assets of the Company, or (ii) the sale, transfer, merger or other disposition of fifty percent (50%) or more of the outstanding voting shares of the Company in a single transaction or a series of related transactions.

(c) "**Company Shares**" means the Company's common shares.

(d) "**Conversion Price**" means the price per share of the Company Share equal to the greater of (i) $5.00 and (ii) the closing market price of a Company Share on the CSE on the trading day immediately prior to the Maturity Date, less fifteen percent (15%).

(e) "**CSE**" means the Canadian Securities Exchange or similar exchange.

(f) "**Maturity Date**" means the earlier of ______________, 2021[1] or a Change of Control.

(g) "**Outstanding Balance**" means all outstanding principal and accrued interest under the Note.

(h) "**Person**" means an individual, corporation, partnership, limited partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

(i) "**Share Purchase Agreement**" means that certain Share Purchase Agreement dated as of June 3, 2019, by and among the Company, Holder, and the other parties set forth therein.

2. Transfer. This Note is transferable and assignable by the Holder to any Person previously approved, in writing, by the Company; *provided, however*, that no approval shall be required in connection with any transfer or assignment of this Note to an Affiliate of the Holder in compliance with applicable securities laws. The Company agrees to issue from time to time a replacement Note in the form hereof to facilitate such approved transfers and assignments. In addition, after delivery of an indemnity in form and substance reasonably satisfactory to the Company, the Company also agrees to promptly issue a replacement Note if this Note is lost, stolen, mutilated or destroyed.

3. Adjustments to Outstanding Balance. Prior to the Maturity Date, the Outstanding Balance shall be subject to adjustment as follows:

(a) If (i) the vertically integrated business model contemplated by Section 381.986(8)(e), Florida Statutes, as amended (the "**Vertical Model**"), is repealed, legislation is enacted to prohibit such business model, or such business model is otherwise of no further force or effect, and (ii) the existing statutory caps on the number of facilities set forth in Section 381.986(8)(a) is amended to allow for additional facilities, the Purchase Price set forth in the Share Purchase Agreement shall be reduced by $11,400,000 and treated as a purchase price adjustment in accordance with Section 108(e)(5) of the Code and the Outstanding Balance of the Note shall be reduced to zero;

(b) If (i) the Vertical Model remains unchanged or is modified so as to be optional for existing Florida Medical Marijuana Treatment Center ("**MMTC**") license holders, and (ii) the existing statutory caps on the number of facilities set forth in Section 381.986(8)(a) is not amended so as to allow for additional facilities, then there shall be no adjustment to the Outstanding Balance;

[1] The date 24 months from the Closing Date.

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49459745;3

(c) If (i) the Vertical Model remains unchanged or is modified so as to be optional for existing Florida Medical Marijuana Treatment Center ("**MMTC**") license holders, (ii) the existing statutory caps on the number of facilities set forth in Section 381.986(8)(a) is not amended or functionally modified so as to allow for additional facilities, and (iii) as of the Maturity Date, a non-vertically integrated business model is enacted or is definitively scheduled to commence within the twelve (12) month period immediately following the Maturity Date, then for each such non-vertically integrated dispensary licensed, awarded a license or scheduled to be awarded a license (as can be reasonably determined as of the Maturity Date), the Outstanding Balance shall be reduced by 1/784th for each such dispensary. Any reduction of the Outstanding Balance of the Note hereunder shall be treated as a purchase price adjustment under Section 108(e)(5) of the Code.

4. Conversion.

(a) Maturity. On the Maturity Date, the Holder, in its sole option, may elect to (i) have the Outstanding Balance repaid by the Company in cash; or (ii) subject to the share issuance restrictions set forth in Section 4(g), convert such Outstanding Balance into Company Shares at the Conversion Price.

(b) Pay-off upon Conversion. If the Outstanding Balance is converted in full pursuant to Section 4(a) above, then such Outstanding Balance shall be deemed to have been paid in full by the Company on the date of such conversion.

(c) Conversion Mechanics. In connection with conversion of the Note pursuant to Section 4(a) above, the Holder shall surrender the Note, duly endorsed without recourse, representation or warranty, at the principal office of the Company. At its expense, the Company shall, as soon as practicable thereafter, cause to be issued and delivered to the Holder at such address set forth on the books and records of the Company or at such other place as may be designated by the Holder in writing to the Company a certificate or certificates for the Company Shares (bearing such legends as may be required), together with a check payable to the Holder for any cash amounts payable as described in subsection (e) below.

(d) Legends. Any certificate representing the Company Shares issued in accordance with the terms of this Note will bear the following legends:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF GREEN GROWTH BRANDS INC. (THE “CORPORATION”), THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, OR (2) RULE 144

UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

Subject to applicable securities laws, any certificate representing the Company Shares issued in accordance with this Note prior to the date which is four months and one day after the Date of Issuance hereof will bear the following legends:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ***[INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]***."

(e) No Fractional Shares. No fractional Company Shares shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional Company Shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder an amount in cash equal to the product obtained by multiplying the Conversion Price applied to effect such conversion by the fraction of a Company Share not issued pursuant to the previous sentence. Upon conversion of this Note in full and the payment of the amounts specified in this Note, the Company shall be released from all of its obligations and liabilities under this Note.

(f) Payment Process. All payments to be made by the Company shall be made without set-off, recoupment or counterclaim and free and clear of and without any deduction of any kind for any taxes, levies, fees, deductions, withholdings, restrictions or conditions of any nature.

(g) Share Issuance Restriction. The Company's ability to issue any Company Shares to satisfy the Outstanding Balance shall be subject to the following restrictions:

(i) The Company Shares will not be subject to any resale restrictions under applicable Canadian securities law, provided that at the time of any trade by the Holder:

4.g.i.1. Such trade is not a "control distribution" (as such term is defined in National Instrument 45-102 *Resale of Securities* ("**NI 45-102**"));

4.g.i.2. No unusual effort is made by the Holder to prepare the market or to create a demand for the Company Shares; and

4.g.i.3. No extraordinary commission or consideration is paid to a person or company in respect of the trade.

5. Representations and Warranties of the Holder. In connection with the transactions contemplated by this Note, the Holder represents and warrants to the Company, as of the Date of Issuance and the Maturity Date, as follows:

(a) The Holder acknowledges that this Note is made with the Holder in reliance upon the Holder's representation to the Company, which the Holder hereby confirms by executing this Note, that this Note and the Company Shares, if acquired, will be acquired for investment for the Holder's own account, not as a nominee or agent (unless otherwise specified on the Holder's signature page hereto), and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Note, the Holder further represents that the Holder does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Company Shares.

(b) The Holder acknowledges that it has received all the information it considers necessary or appropriate to enable it to make an informed decision concerning an investment in the Company Shares. The Holder further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the Company, its business, and the Company Shares. The Holder confirms that the Company has not given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Company Shares. In deciding to purchase the Company Shares, if applicable, the Holder is not relying on the advice or recommendations of the Company and has made its own independent decision that the investment in the Company Shares is suitable and appropriate for the Holder. The Holder understands that no federal, provincial or state agency, in any domestic or foreign jurisdiction, has passed upon the merits or risks of an investment in the Company Shares or made any finding or determination concerning the fairness or advisability of such investment.

(c) The Holder is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Company Shares.

(d) The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act and section 2.3 of National Instrument 45-106 – *Registration Exemptions*. The Holder agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with Canadian securities laws and applicable U.S. federal and state securities laws in connection with the Company Shares.

(e) The Holder understands that this Note and the Company Shares have not been, and will not be, registered or qualified under applicable securities law, by reason of specific exemptions from the registration or qualification provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein. The Holder understands that the Company Shares are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, the Holder must hold the Company Shares indefinitely unless they are registered in accordance with all applicable law, or an exemption from such registration and qualification requirements is available. The Holder acknowledges that the Company has no obligation to register or qualify this Note or the Company Shares for resale or to file for or comply with any exemption from registration or prospectus requirements and further acknowledges that, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for this Note or the Company Shares, and on requirements relating to the Company which are outside of the Holder's control, and which the Company is under no obligation, and may not be able, to satisfy.

(f) The Holder resides in the state or province identified in the address shown on the Holder's signature page hereto.

6. Reorganization, Recapitalization, Merger. If there occurs any reorganization, recapitalization, reclassification, amalgamation, merger, or statutory conversion to another form of business entity involving the Company in which the Company Shares are converted into or exchanged for other securities, then Holder will receive upon conversion of this Note, in lieu of the Company Shares, for the Conversion Price, the kind and amount of other securities receivable upon such reorganization, recapitalization, reclassification, amalgamation, merger, or statutory conversion to another form of business entity, by the holders of the Company Shares.

7. Event of Default.

The occurrence of any of the following events shall constitute an "**Event of Default**" hereunder:

(a) the failure of the Company to make any payment of principal on this Note when due, whether at maturity, upon acceleration or otherwise;

(b) (i) the Company makes a determination to discontinue (or does cease to conduct) business, makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; (ii) an order, judgment or decree is entered adjudicating the Company as bankrupt or insolvent; (iii) any order for relief with respect to the Company is entered under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other applicable bankruptcy or insolvency law; (iv) the Company petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Company or of any substantial part of the assets of the Company commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or (v) any such petition or application in (iv) above is filed, or any such proceeding is commenced, against the Company and either (x) the Company by any act indicates its approval thereof, consents thereto or acquiesces therein or (y) such petition, application or proceeding is not dismissed within sixty (60) days;

(c) unless waived by the Holder, if the Company fails to observe or perform in any material respect any of its covenants contained in the Note and such failure continues for more than thirty (30) days after delivery of written notice thereof;

(d) unless waived by the Holder, the Company's material breach of any other term or provision in this Note and such failure continues for more than thirty (30) days after delivery of written notice thereof; or

(e) the Company's indebtedness for borrowed money is accelerated as a result of a default or breach under any agreement for such borrowed money, including but not limited to loan agreements, or material breach under any real property lease agreements and material capital equipment lease agreements, by which the Company is bound or obligated, which breach is not cured by the Company within the applicable time periods thereof.

Upon the occurrence of any Event of Default, the Outstanding Balance under this Note shall become immediately due and payable upon election of the Holder. Following the occurrence of any Event of Default, any Outstanding Balance shall bear interest from the date of such Event of Default until paid in full at the highest rate of interest allowed under the laws of the State of Florida.

8. Security. This Note is secured by that certain Security Agreement, of even date herewith, between the Company and Representative.

9. Amendments in Writing. Any term of this Note may be amended, modified (including, without limitation, any extension of the Maturity Date, to change the Conversion Price or to cause the Note to be pre-payable) or waived upon the written consent of the Company and the Holder. No such waiver or consent in any one instance shall be construed to be a continuing waiver or a waiver in any other instance unless it expressly so provides.

10. No Rights as a Shareholder. This Note does not by itself entitle the Holder to any voting rights or other rights as a shareholder of the Company. In the absence of conversion of this Note, no provisions of this Note, and no enumeration herein of the rights or privileges of the Holder, shall cause the Holder to be a shareholder of the Company for any purpose.

11. Waivers. The Company hereby forever waives presentment, demand, presentment for payment, protest, notice of protest, notice of dishonor of this Note and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, which waiver shall be binding upon any and all of the Company's successors and assigns under this Note.

12. Governing Law. This Note, and all matters arising directly and indirectly herefrom, shall be governed in all respects by the laws of the State of Florida as such laws are applied to agreements between parties in the State of Florida. In the event of any legal or equitable action arising under this Note, jurisdiction and venue of such action shall lie exclusively within the state courts of Florida, located in Orange County, Florida, or in the United States District Court for the Middle District of Florida, Middle Division, and the parties hereto specifically waive any other jurisdiction and venue.

13. Notices. All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Holder at the address set forth on the books and records of the Company or at such other place as may be designated by the Holder in writing to the Company in accordance with the provisions of this Section 13, and to the Company at the Company's principal place of business, or to such e-mail address, facsimile number or address as subsequently modified by written notice in accordance with the provisions of this Section 13.

14. Successors and Assigns. This note shall be binding upon the successors or assigns of the Company and shall inure to the benefit of the successors and permitted assigns of the Holder.

15. Remedies. The rights, remedies and benefits herein specified are cumulative and not exclusive of any rights, remedies or benefits which the Holder hereof otherwise may have.

16. Attorney Fees. The Company agrees to pay all costs of collection, including reasonable attorney fees, paralegal fees, law clerk fees and other legal costs and expenses, in the event any Outstanding Balance is not paid when due, whether suit be brought or not, and whether through courts of original jurisdiction, courts of appellate jurisdiction or through a bankruptcy court or other legal proceedings.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Note as of the date first above written.

COMPANY:

GREEN GROWTH BRANDS INC.

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

Address:
77 King Street West
Suite 2905
Toronto, ON. M5K 1A2

HOLDER:

____
Stanley W. Harris

Address:
____
____
____

[Signature Page to Convertible Promissory Note]

SECOND AMENDMENT TO
SHARE PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO SHARE PURCHASE AGREEMENT (this "**Amendment**") is dated as of this 29th day of July, 2019, by and between the following (each, a "**Party**", and collectively, the "**Parties**"): GGB Florida LLC, a Delaware limited liability ("**Purchaser**") and Spring Oaks Greenhouses, Inc., a Florida corporation (the "**Company**").

RECITALS

WHEREAS, the Parties, among others, have entered into that certain Share Purchase Agreement, dated June 3, 2019, as amended by that certain Amendment to Share Purchase Agreement dated July 18, 2019 (as the same now exists or may hereafter be amended, modified, supplemented, renewed, restated, or replaced, the "**Purchase Agreement**");

WHEREAS, pursuant to Section 8.12 of the Purchase Agreement, the Purchase Agreement may be amended only by a written consent of the Parties; and

WHEREAS, the Parties desire to amend the Purchase Agreement by entering into this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such term as set forth in the Purchase Agreement and all references to Sections, shall mean the Sections of the Purchase Agreement unless reference is made to another document.

2. Amendment to Purchase Agreement. The Purchase Agreement shall be amended as follows:

(a) Section 1.2(b). Section 1.2(b) is deleted in its entirety and amended as follows:

"(b) For and in consideration of the sale, transfer and delivery of the Purchased Shares, Purchaser and/or GGB shall, at Closing, (i) pay to Representative, for the benefit of Sellers, $2,000,000.00 *less* (A) any Indebtedness of the Company, (B) any Change of Control Payments, and (C) Company Transaction Expenses in connection with the Transaction Agreements, to the extent not paid by Seller at or prior to the Closing (the "**Initial Closing Cash Payment**") by wire transfer to a bank account or accounts designated by Representative, (ii) subject to Section 1.2(c), issue to Sellers the Consideration Shares in accordance with the allocation set forth in Schedule 1.2(b), (iii) subject to and in accordance with this Agreement, issue to Sellers the Additional Consideration Shares, (iv) deliver the Notes to Representative, and (iv) no later than August 31, 2019, Purchaser and/or GGB shall pay to Representative, for the benefit of Sellers, $3,000,000.00 (the "**Second Closing Cash Payment**") by wire transfer to a bank account or accounts designated by Representative. At the Closing, Sellers shall deliver to Purchaser a stock power attached as Exhibit A to this Agreement, duly executed by each Seller (the "**Stock Power**") and, if the Purchased Shares are certificated, a certificate or certificates representing the Purchased Shares."

(b) Section 1.3(a)(vi). Section 1.3(a)(vi) is deleted in its entirety and amended as follows:

"(ii) "**Closing Cash Purchase Price**" means the Initial Closing Cash Payment plus the Second Closing Cash Payment."

(c) Section 1.3(a)(xxxv). Section 1.3(a)(xxxv) is deleted in its entirety and amended as follows:

"(xxxv) "**Notes**" mean (i) the Two Year Note, and (ii) the One Year Note. For the purposes of this Agreement, (a) "**Two Year Note**" means a Convertible Secured Promissory Note in the principal amount of $11,400,000 and with a maturity date twenty-four (24) months after the Closing, substantially in the form attached as Exhibit E to this Agreement, as such Note may be amended from time to time by the mutual agreement of the Parties, and (b) "**One Year Note**" means a Convertible Secured Promissory Note in the principal amount of $5,800,000 and with a maturity date twelve (12) months after the Closing, substantially in the form mutually agreed upon by the Parties prior to Closing, as such Note may be amended from time to time by the mutual agreement of the Parties."

(d) Section 1.3(xxxvi). Section 1.3(xxxvi) is deleted in its entirety and amended as follows:

"(xxxvi) "**Note Amounts**" means (i) $11,400,000 (the Two Year Note), and (ii) $5,800,000 (the One Year Note), each subject to the adjustments set forth in the applicable Note. "

(e) Section 1.3(xliii). Section 1.3(xliii) is deleted in its entirety and amended as follows:

"(xxxvi) "**Purchase Price**" means the Deposit, the Closing Cash Purchase Price, the Share Purchase Price, the Additional Share Purchase Price, and the Note Amounts. The Purchase Price shall be exclusive of any Indebtedness of the Company, and Change of Control Payments, and Company Transaction Expenses in connection with the Transaction Agreements, all of which shall be paid by Sellers in full at the Closing or by Purchaser (and deducted from the payment of the Closing Cash Purchase Price).

(f) Section 5.5. The introductory paragraph of Section 5.5 (prior to subsections (a), (b) and (c) thereof which shall remain unchanged) is deleted in its entirety and amended as follows:

"5.5 Closing Deliverables of Purchaser. At the Closing, (i) Purchaser and GGB shall deliver to the Sellers the Initial Closing Cash Payment, the

Consideration Shares, the Additional Consideration Shares, and the Notes, and (ii) Purchaser shall duly execute (where appropriate) and deliver to Representative the following, which shall be deemed to be executed simultaneously with the Closing:"

(g) Section 2.6. Section 2.6 is deleted in its entirety and amended as follows:

"2.6. Legal Proceedings. Except as provided in Exhibit D to the Second Amendment to the Share Purchase Agreement, there is no Legal Proceeding pending or, to the Company's Knowledge, currently threatened (i) against or relating to the Company or any officer, director, or Key Employee of the Company; or (ii) that questions the validity of the Transaction Agreements or the right of the Company or any Seller to enter into them, or to consummate the transactions contemplated by the Transaction Agreements; (iii) to the Company's Knowledge, that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; or (iv) against any Person with respect to the MMTC License. None of the Company, any Seller, or, to the Company's Knowledge, any of the Company's officers, directors, or Key Employees, is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or Key Employees, such as would affect the Company). There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate, and no basis, to the Company's Knowledge, for any such action, suit, proceeding or investigation to be initiated against the Company or which relates to the MMTC License. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened (or any basis therefor known to the Company) involving the services provided to the Company by any consultant or independent contractor, the prior employment of any of the Company's employees, the services provided by any of the Company's employees, consultants or independent contractors in connection with the Company's business, any information or techniques allegedly proprietary to any former employers of the Company's employees, consultants or independent contractors, or the obligations of the Company's employees, consultants or independent contractors under any agreements with their prior employers."

3. Additional GGB Share Issuance; Lock-Up. Subject to the terms hereof, at Closing, GGB shall issue, in accordance with Schedule 3 attached hereto, the number of GGB Shares equal to Fourteen Million Dollars ($14,000,000.00) (the "**Additional Share Purchase Price**"), divided by the closing market price of a GGB Share on the CSE on the trading day prior to the date on which GGB disseminates a news release disclosing this Amendment (the "**Additional Consideration Shares**").

4. Notes. The Two Year Note is hereby amended and restated substantially in the form attached as Exhibit A to this Amendment. The One Year Note shall be substantially in the form attached as Exhibit B to this Amendment.

5. Lock-Up Agreement. The Lock-Up Agreement is hereby amended and restated substantially in the form attached as Exhibit C to this Amendment.

6. Waiver of Breach of Representations and Warranties. Purchaser hereby waives its rights to make any claims for any asserted or claimed breach of the representations and warranties set forth in Section 2.6 of the Purchase Agreement based upon the lack of disclosure of the items set forth in the Disclosure Schedules or Exhibit D and Purchaser hereby waives its rights to make any claims for any asserted or claimed breach of the representations and warranties set forth in Section 2.2 based upon the lack of disclosure of any items set forth in the Disclosure Schedules or Exhibit D attached hereto. Additionally, Purchaser hereby acknowledges that the conditions of Sections 4.1, 4.4 and 4.8 of the Purchase Agreement have been satisfied or waived.

7. Full Force and Effect. Except as specifically amended, modified, or supplemented by this Amendment, the Purchase Agreement, as amended, shall remain unchanged and in full force and effect.

8. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature) or other commonly recognized transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles, and shall be subject to the terms and provisions of the Purchase Agreement, as amended hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

PURCHASER:

GGB FLORIDA LLC

By: Peter Horvath
Name: Peter Horvath
Title: President

COMPANY:

SPRING OAKS GREENHOUSES, INC.

By: Stanley W Harris
Name: Stanley W. Harris
Title: President

SCHEDULE 3

ALLOCATION OF ADDITIONAL CONSIDERATION SHARES

Name	Value of Consideration Shares
Stanley W. Harris, as Trustee of the Stanley W. Harris Family Trust, dated December 21, 2004	$6,000,000.00
Stanley W. Harris, as Trustee of the Applicable Credit (Unified Credit) Trust – Trust A, created under the Dorthy I. Harris Family Trust dated December 21, 2004, Stanley W. Harris, Current Beneficiary, Trust S	$6,000,000.00
John Lockwood	$2,000,000.00

EXHIBIT A

AMENDED AND RESTATED TWO YEAR NOTE

See attached.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE _______________________, 2019.

THIS NOTE AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

CONVERTIBLE SECURED NOTE DUE ____________, 2021

US $11,400,000.00 Date of Issuance: ___________, 2019

FOR VALUE RECEIVED, Green Growth Brands Inc., a corporation incorporated and existing under the *Business Corporations Act* (Ontario) (the "**Company**"), hereby unconditionally promises to pay to the order of Stanley W. Harris, a Florida resident, in his capacity as representative of the sellers under the Share Purchase Agreement (the "**Holder**"), or his permitted transferees or assigns, the aggregate principal sum of Eleven Million Four Hundred Thousand Dollars ($11,400,000.00) (the "**Principal Amount**"). Except as expressly provided herein, all payments of principal and accrued interest by the Company under this Convertible Note (this "**Note**") shall be made in United States dollars in immediately available funds to the account specified by the Holder. Except as otherwise provided herein, this Note shall accrue interest at a rate of fifteen percent (15%), simple interest, per annum. Unless the Maturity Date shall have first occurred, on the first anniversary of the Date of Issuance, the Company shall pay to Holder, in cash, all accrued interest under this Note as of such date. All other accrued interest under this Note shall be due and payable on the Maturity Date in accordance with provisions of this Note.

1. Definitions. Unless the context otherwise requires, when used herein the following terms shall have the meanings indicated:

(a) "**Affiliate**" means, with respect to any person or entity, any person or entity which directly or indirectly controls, is controlled by or is under common control with such person or entity, as applicable. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

(b) "**Change of Control**" means (i) the sale by the Company of all or substantially all of the assets of the Company, or (ii) the sale, transfer, merger or other disposition of fifty percent (50%) or more of the outstanding voting shares of the Company in a single transaction or a series of related transactions.

(c) “**Company Shares**” means the Company’s common shares.

(d) “**Conversion Price**” means the price per share of the Company Share equal to 3.16 CAD.

(e) “**CSE**” means the Canadian Securities Exchange or similar exchange.

(f) "**Maturity Date**" means the earlier of ______________, 2021 or a Change of Control.

(g) "**Outstanding Balance**" means all outstanding principal and accrued interest under the Note.

(h) "**Person**" means an individual, corporation, partnership, limited partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

(i) "**Share Purchase Agreement**" means that certain Share Purchase Agreement dated as of June 3, 2019, by and among the Company, Holder, and the other parties set forth therein.

2. Transfer. This Note is transferable and assignable by the Holder to any Person previously approved, in writing, by the Company; *provided, however,* that no approval shall be required in connection with any transfer or assignment of this Note to an Affiliate of the Holder in compliance with applicable securities laws. The Company agrees to issue from time to time a replacement Note in the form hereof to facilitate such approved transfers and assignments. In addition, after delivery of an indemnity in form and substance reasonably satisfactory to the Company, the Company also agrees to promptly issue a replacement Note if this Note is lost, stolen, mutilated or destroyed.

3. Conversion.

(a) Maturity. On the Maturity Date, the Holder, in its sole option, may elect to (i) have the Outstanding Balance repaid by the Company in cash; or (ii) subject to the share issuance restrictions set forth in Section 3(g), convert such Outstanding Balance into Company Shares at the Conversion Price.

(b) Pay-off upon Conversion. If the Outstanding Balance is converted in full pursuant to Section 3(a) above, then such Outstanding Balance shall be deemed to have been paid in full by the Company on the date of such conversion.

(c) Conversion Mechanics. In connection with conversion of the Note pursuant to Section 3(a) above, the Holder shall surrender the Note, duly endorsed without recourse, representation or warranty, at the principal office of the Company. At its expense, the Company shall, as soon as practicable thereafter, cause to be issued and delivered to the Holder at such address set forth on the books and records of the Company or at such other place as may be designated by the Holder in writing to the Company a certificate or certificates for the Company Shares (bearing such legends as may be required), together with a check payable to the Holder for any cash amounts payable as described in subsection (e) below.

(d) Legends. Any certificate representing the Company Shares issued in accordance with the terms of this Note will bear the following legends:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF GREEN GROWTH BRANDS INC. (THE "CORPORATION"), THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

Subject to applicable securities laws, any certificate representing the Company Shares issued in accordance with this Note prior to the date which is four months and one day after the Date of Issuance hereof will bear the following legends:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ____________________."

(e) No Fractional Shares. No fractional Company Shares shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional Company Shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder an amount in cash equal to the product obtained by multiplying the Conversion Price applied to effect such conversion by the fraction of a Company Share not issued pursuant to the previous sentence. Upon conversion of this Note in full and the payment of the amounts specified in this Note, the Company shall be released from all of its obligations and liabilities under this Note.

(f) Payment Process. All payments to be made by the Company shall be made without set-off, recoupment or counterclaim and free and clear of and without any deduction of any kind for any taxes, levies, fees, deductions, withholdings, restrictions or conditions of any nature.

(g) Share Issuance Restriction. The Company's ability to issue any Company Shares to satisfy the Outstanding Balance shall be subject to the following restrictions:

(i) The Company Shares will not be subject to any resale restrictions under applicable Canadian securities law, provided that at the time of any trade by the Holder:

3.g.i.1. Such trade is not a “control distribution” (as such term is defined in National Instrument 45-102 *Resale of Securities* (“**NI 45-102**”));

3.g.i.2. No unusual effort is made by the Holder to prepare the market or to create a demand for the Company Shares; and

3.g.i.3. No extraordinary commission or consideration is paid to a person or company in respect of the trade.

4. Representations and Warranties of the Holder. In connection with the transactions contemplated by this Note, the Holder represents and warrants to the Company, as of the Date of Issuance and the Maturity Date, as follows:

(a) The Holder acknowledges that this Note is made with the Holder in reliance upon the Holder's representation to the Company, which the Holder hereby confirms by executing this Note, that this Note and the Company Shares, if acquired, will be acquired for investment for the Holder's own account, not as a nominee or agent (unless otherwise specified on the Holder's signature page hereto), and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Note, the Holder further represents that the Holder does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Company Shares.

(b) The Holder acknowledges that it has received all the information it considers necessary or appropriate to enable it to make an informed decision concerning an investment in the Company Shares. The Holder further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the Company, its business, and the Company Shares. The Holder confirms that the Company has not given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Company Shares. In deciding to purchase the Company Shares, if applicable, the Holder is not relying on the advice or recommendations of the Company and has made its own independent decision that the investment in the Company Shares is suitable and appropriate for the Holder. The Holder understands that no federal, provincial or state agency, in any domestic or foreign jurisdiction, has passed upon the merits or risks of an investment in the Company Shares or made any finding or determination concerning the fairness or advisability of such investment.

(c) The Holder is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Company Shares.

(d) The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act and section 2.3 of National Instrument 45-106 – *Registration*

Exemptions. The Holder agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with Canadian securities laws and applicable U.S. federal and state securities laws in connection with the Company Shares.

(e) The Holder understands that this Note and the Company Shares have not been, and will not be, registered or qualified under applicable securities law, by reason of specific exemptions from the registration or qualification provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein. The Holder understands that the Company Shares are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, the Holder must hold the Company Shares indefinitely unless they are registered in accordance with all applicable law, or an exemption from such registration and qualification requirements is available. The Holder acknowledges that the Company has no obligation to register or qualify this Note or the Company Shares for resale or to file for or comply with any exemption from registration or prospectus requirements and further acknowledges that, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for this Note or the Company Shares, and on requirements relating to the Company which are outside of the Holder's control, and which the Company is under no obligation, and may not be able, to satisfy.

(f) The Holder resides in the state or province identified in the address shown on the Holder's signature page hereto.

5. Reorganization, Recapitalization, Merger. If there occurs any reorganization, recapitalization, reclassification, amalgamation, merger, or statutory conversion to another form of business entity involving the Company in which the Company Shares are converted into or exchanged for other securities, then Holder will receive upon conversion of this Note, in lieu of the Company Shares, for the Conversion Price, the kind and amount of other securities receivable upon such reorganization, recapitalization, reclassification, amalgamation, merger, or statutory conversion to another form of business entity, by the holders of the Company Shares.

6. Event of Default.

The occurrence of any of the following events shall constitute an "**Event of Default**" hereunder:

(a) the failure of the Company to make any payment of principal on this Note when due, whether at maturity, upon acceleration or otherwise;

(b) (i) the Company makes a determination to discontinue (or does cease to conduct) business, makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; (ii) an order, judgment or decree is entered adjudicating the Company as bankrupt or insolvent; (iii) any order for relief with respect to the Company is entered under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other applicable bankruptcy or insolvency law; (iv) the Company petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Company or of any substantial part of the assets of the Company commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or (v) any such petition or application in (iv) above is filed, or any such proceeding is commenced, against the Company and either (x) the Company by any act indicates its approval thereof, consents thereto or acquiesces therein or (y) such petition, application or proceeding is not dismissed within sixty (60) days;

(c) unless waived by the Holder, if the Company fails to observe or perform in any material respect any of its covenants contained in the Note and such failure continues for more than thirty (30) days after delivery of written notice thereof;

(d) unless waived by the Holder, the Company's material breach of any other term or provision in this Note and such failure continues for more than thirty (30) days after delivery of written notice thereof; or

(e) the Company's indebtedness for borrowed money is accelerated as a result of a default or breach under any agreement for such borrowed money, including but not limited to loan agreements, or material breach under any real property lease agreements and material capital equipment lease agreements, by which the Company is bound or obligated, which breach is not cured by the Company within the applicable time periods thereof.

Upon the occurrence of any Event of Default, the Outstanding Balance under this Note shall become immediately due and payable upon election of the Holder. Following the occurrence of any Event of Default, any Outstanding Balance shall bear interest from the date of such Event of Default until paid in full at the highest rate of interest allowed under the laws of the State of Florida.

7. Security. This Note is secured by that certain Security Agreement, of even date herewith, between the Company and Representative.

8. Amendments in Writing. Any term of this Note may be amended, modified (including, without limitation, any extension of the Maturity Date, to change the Conversion Price or to cause the Note to be pre-payable) or waived upon the written consent of the Company and the Holder. No such waiver or consent in any one instance shall be construed to be a continuing waiver or a waiver in any other instance unless it expressly so provides.

9. No Rights as a Shareholder. This Note does not by itself entitle the Holder to any voting rights or other rights as a shareholder of the Company. In the absence of conversion of this Note, no provisions of this Note, and no enumeration herein of the rights or privileges of the Holder, shall cause the Holder to be a shareholder of the Company for any purpose.

10. Waivers. The Company hereby forever waives presentment, demand, presentment for payment, protest, notice of protest, notice of dishonor of this Note and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, which waiver shall be binding upon any and all of the Company's successors and assigns under this Note.

11. Governing Law. This Note, and all matters arising directly and indirectly herefrom, shall be governed in all respects by the laws of the State of Florida as such laws are applied to agreements between parties in the State of Florida. In the event of any legal or equitable action arising under this Note, jurisdiction and venue of such action shall lie exclusively within the state courts of Florida, located in Orange County, Florida, or in the United States District Court for the Middle District of Florida, Middle Division, and the parties hereto specifically waive any other jurisdiction and venue.

12. Notices. All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Holder at the address set forth on the books and records of the Company or at such other place as may be designated by the Holder in writing to the Company in accordance with the provisions of this Section 13, and to the Company at the Company's principal place of business, or to such e-mail address, facsimile number or address as subsequently modified by written notice in accordance with the provisions of this Section 12.

13. Successors and Assigns. This note shall be binding upon the successors or assigns of the Company and shall inure to the benefit of the successors and permitted assigns of the Holder.

14. Remedies. The rights, remedies and benefits herein specified are cumulative and not exclusive of any rights, remedies or benefits which the Holder hereof otherwise may have.

15. Attorney Fees. The Company agrees to pay all costs of collection, including reasonable attorney fees, paralegal fees, law clerk fees and other legal costs and expenses, in the event any Outstanding Balance is not paid when due, whether suit be brought or not, and whether through courts of original jurisdiction, courts of appellate jurisdiction or through a bankruptcy court or other legal proceedings.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Note as of the date first above written.

COMPANY:

GREEN GROWTH BRANDS INC.

By: ____
Name: ______________________________________
Title: _______________________________________

Address:
77 King Street West
Suite 2905
Toronto, ON. M5K 1A2

HOLDER:

____
Stanley W. Harris

Address:
____
____
____

[Signature Page to Two Year Convertible Promissory Note]

EXHIBIT B

ONE YEAR NOTE

See attached.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE _____________________, 2019.

THIS NOTE AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

CONVERTIBLE SECURED NOTE DUE ______________, 2020

US $5,800,000.00 Date of Issuance: _____________, 2019

FOR VALUE RECEIVED, Green Growth Brands Inc., a corporation incorporated and existing under the *Business Corporations Act* (Ontario) (the "**Company**"), hereby unconditionally promises to pay to the order of Stanley W. Harris, a Florida resident, in his capacity as representative of the sellers under the Share Purchase Agreement (the "**Holder**"), or his permitted transferees or assigns, the aggregate principal sum of Five Million Eight Hundred Thousand Dollars ($5,800,000.00) (the "**Principal Amount**"). Except as expressly provided herein, all payments of principal and accrued interest by the Company under this Convertible Note (this "**Note**") shall be made in United States dollars in immediately available funds to the account specified by the Holder. Except as otherwise provided herein, this Note shall accrue interest at a rate of fifteen percent (15%), simple interest, per annum.

1. Definitions. Unless the context otherwise requires, when used herein the following terms shall have the meanings indicated:

(a) "**Affiliate**" means, with respect to any person or entity, any person or entity which directly or indirectly controls, is controlled by or is under common control with such person or entity, as applicable. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

(b) "**Change of Control**" means (i) the sale by the Company of all or substantially all of the assets of the Company, or (ii) the sale, transfer, merger or other disposition of fifty percent (50%) or more of the outstanding voting shares of the Company in a single transaction or a series of related transactions.

(c) "**Company Shares**" means the Company's common shares.

(d) "**Conversion Price**" means the price per share of the Company Shares equal to 2.28 CAD.

(e) "**CSE**" means the Canadian Securities Exchange or similar exchange.

(f) "**Maturity Date**" means the earlier of ______________, 2020 or a Change of Control.

(g) "**Outstanding Balance**" means all outstanding principal and accrued interest under the Note.

(h) "**Person**" means an individual, corporation, partnership, limited partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

(i) "**Share Purchase Agreement**" means that certain Share Purchase Agreement dated as of June 3, 2019, by and among the Company, Holder, and the other parties set forth therein, as amended.

2. Transfer. This Note is transferable and assignable by the Holder to any Person previously approved, in writing, by the Company; *provided, however*, that no approval shall be required in connection with any transfer or assignment of this Note to an Affiliate of the Holder in compliance with applicable securities laws. The Company agrees to issue from time to time a replacement Note in the form hereof to facilitate such approved transfers and assignments. In addition, after delivery of an indemnity in form and substance reasonably satisfactory to the Company, the Company also agrees to promptly issue a replacement Note if this Note is lost, stolen, mutilated or destroyed.

3. Conversion.

(a) Maturity. On the Maturity Date, the Holder, in its sole option, may elect to (i) have the Outstanding Balance repaid by the Company in cash; or (ii) subject to the share issuance restrictions set forth in Section 3(g), convert such Outstanding Balance into Company Shares at the Conversion Price.

(b) Pay-off upon Conversion. If the Outstanding Balance is converted in full pursuant to Section 3(a) above, then such Outstanding Balance shall be deemed to have been paid in full by the Company on the date of such conversion.

(c) Conversion Mechanics. In connection with conversion of the Note pursuant to Section 3(a) above, the Holder shall surrender the Note, duly endorsed without recourse, representation or warranty, at the principal office of the Company. At its expense, the Company shall, as soon as practicable thereafter, cause to be issued and delivered to the Holder at such address set forth on the books and records of the Company or at such other place as may be designated by the Holder in writing to the Company a certificate or certificates for the Company Shares (bearing such legends as may be required), together with a check payable to the Holder for any cash amounts payable as described in subsection (e) below.

(d) Legends. Any certificate representing the Company Shares issued in accordance with the terms of this Note will bear the following legends:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF GREEN GROWTH BRANDS INC. (THE "CORPORATION"), THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

Subject to applicable securities laws, any certificate representing the Company Shares issued in accordance with this Note prior to the date which is four months and one day after the Date of Issuance hereof will bear the following legends:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ______________________, 2019."

(e) No Fractional Shares. No fractional Company Shares shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional Company Shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder an amount in cash equal to the product obtained by multiplying the Conversion Price applied to effect such conversion by the fraction of a Company Share not issued pursuant to the previous sentence. Upon conversion of this Note in full and the payment of the amounts specified in this Note, the Company shall be released from all of its obligations and liabilities under this Note.

(f) Payment Process. All payments to be made by the Company shall be made without set-off, recoupment or counterclaim and free and clear of and without any deduction of any kind for any taxes, levies, fees, deductions, withholdings, restrictions or conditions of any nature.

(g) Share Issuance Restriction. The Company's ability to issue any Company Shares to satisfy the Outstanding Balance shall be subject to the following restrictions:

(i) The Company Shares will not be subject to any resale restrictions under applicable Canadian securities law, provided that at the time of any trade by the Holder:

3.g.i.1. Such trade is not a "control distribution" (as such term is defined in National Instrument 45-102 *Resale of Securities* ("**NI 45-102**"));

3.g.i.2. No unusual effort is made by the Holder to prepare the market or to create a demand for the Company Shares; and

3.g.i.3. No extraordinary commission or consideration is paid to a person or company in respect of the trade.

4. Representations and Warranties of the Holder. In connection with the transactions contemplated by this Note, the Holder represents and warrants to the Company, as of the Date of Issuance and the Maturity Date, as follows:

(a) The Holder acknowledges that this Note is made with the Holder in reliance upon the Holder's representation to the Company, which the Holder hereby confirms by executing this Note, that this Note and the Company Shares, if acquired, will be acquired for investment for the Holder's own account, not as a nominee or agent (unless otherwise specified on the Holder's signature page hereto), and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Note, the Holder further represents that the Holder does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Company Shares.

(b) The Holder acknowledges that it has received all the information it considers necessary or appropriate to enable it to make an informed decision concerning an investment in the Company Shares. The Holder further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the Company, its business, and the Company Shares. The Holder confirms that the Company has not given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Company Shares. In deciding to purchase the Company Shares, if applicable, the Holder is not relying on the advice or recommendations of the Company and has made its own independent decision that the investment in the Company Shares is suitable and appropriate for the Holder. The Holder understands that no federal, provincial or state agency, in any domestic or foreign jurisdiction, has passed upon the merits or risks of an investment in the Company Shares or made any finding or determination concerning the fairness or advisability of such investment.

(c) The Holder is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Company Shares.

(d) The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act and section 2.3 of National Instrument 45-106 – *Registration Exemptions*. The Holder agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with Canadian securities laws and applicable U.S. federal and state securities laws in connection with the Company Shares.

(e) The Holder understands that this Note and the Company Shares have not been, and will not be, registered or qualified under applicable securities law, by reason of specific exemptions from the registration or qualification provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein. The Holder understands that the Company Shares are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, the Holder must hold the Company Shares indefinitely unless they are registered in accordance with all applicable law, or an exemption from such registration and qualification requirements is available. The Holder acknowledges that the Company has no obligation to register or qualify this Note or the Company Shares for resale or to file for or comply with any exemption from registration or prospectus requirements and further acknowledges that, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for this Note or the Company Shares, and on requirements relating to the Company which are outside of the Holder's control, and which the Company is under no obligation, and may not be able, to satisfy.

(f) The Holder resides in the state or province identified in the address shown on the Holder's signature page hereto.

5. Reorganization, Recapitalization, Merger. If there occurs any reorganization, recapitalization, reclassification, amalgamation, merger, or statutory conversion to another form of business entity involving the Company in which the Company Shares are converted into or exchanged for other securities, then Holder will receive upon conversion of this Note, in lieu of the Company Shares, for the Conversion Price, the kind and amount of other securities receivable upon such reorganization, recapitalization, reclassification, amalgamation, merger, or statutory conversion to another form of business entity, by the holders of the Company Shares.

6. Event of Default.

The occurrence of any of the following events shall constitute an "**Event of Default**" hereunder:

(a) the failure of the Company to make any payment of principal on this Note when due, whether at maturity, upon acceleration or otherwise;

(b) (i) the Company makes a determination to discontinue (or does cease to conduct) business, makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; (ii) an order, judgment or decree is entered adjudicating the Company as bankrupt or insolvent; (iii) any order for relief with respect to the Company is entered under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other applicable bankruptcy or insolvency law; (iv) the Company petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Company or of any substantial part of the assets of the Company commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or (v) any such petition or application in (iv) above is filed, or any such proceeding is commenced, against the Company and either (x) the Company by any act indicates its approval thereof, consents thereto or acquiesces therein or (y) such petition, application or proceeding is not dismissed within sixty (60) days;

(c) unless waived by the Holder, if the Company fails to observe or perform in any material respect any of its covenants contained in the Note and such failure continues for more than thirty (30) days after delivery of written notice thereof;

(d) unless waived by the Holder, the Company's material breach of any other term or provision in this Note and such failure continues for more than thirty (30) days after delivery of written notice thereof; or

(e) the Company's indebtedness for borrowed money is accelerated as a result of a default or breach under any agreement for such borrowed money, including but not limited to loan agreements, or material breach under any real property lease agreements and material capital equipment lease agreements, by which the Company is bound or obligated, which breach is not cured by the Company within the applicable time periods thereof.

Upon the occurrence of any Event of Default, the Outstanding Balance under this Note shall become immediately due and payable upon election of the Holder. Following the occurrence of any Event of Default, any Outstanding Balance shall bear interest from the date of such Event of Default until paid in full at the highest rate of interest allowed under the laws of the State of Florida.

7. Security. This Note is secured by that certain Security Agreement, of even date herewith, between the Company and Representative.

8. Amendments in Writing. Any term of this Note may be amended, modified (including, without limitation, any extension of the Maturity Date, to change the Conversion Price or to cause the Note to be pre-payable) or waived upon the written consent of the Company and the Holder. No such waiver or consent in any one instance shall be construed to be a continuing waiver or a waiver in any other instance unless it expressly so provides.

9. No Rights as a Shareholder. This Note does not by itself entitle the Holder to any voting rights or other rights as a shareholder of the Company. In the absence of conversion of this Note, no provisions of this Note, and no enumeration herein of the rights or privileges of the Holder, shall cause the Holder to be a shareholder of the Company for any purpose.

10. Waivers. The Company hereby forever waives presentment, demand, presentment for payment, protest, notice of protest, notice of dishonor of this Note and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, which waiver shall be binding upon any and all of the Company's successors and assigns under this Note.

11. Governing Law. This Note, and all matters arising directly and indirectly herefrom, shall be governed in all respects by the laws of the State of Florida as such laws are applied to agreements between parties in the State of Florida. In the event of any legal or equitable action arising under this

Note, jurisdiction and venue of such action shall lie exclusively within the state courts of Florida, located in Orange County, Florida, or in the United States District Court for the Middle District of Florida, Middle Division, and the parties hereto specifically waive any other jurisdiction and venue.

12. Notices. All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Holder at the address set forth on the books and records of the Company or at such other place as may be designated by the Holder in writing to the Company in accordance with the provisions of this Section 13, and to the Company at the Company's principal place of business, or to such e-mail address, facsimile number or address as subsequently modified by written notice in accordance with the provisions of this Section 12.

13. Successors and Assigns. This note shall be binding upon the successors or assigns of the Company and shall inure to the benefit of the successors and permitted assigns of the Holder.

14. Remedies. The rights, remedies and benefits herein specified are cumulative and not exclusive of any rights, remedies or benefits which the Holder hereof otherwise may have.

15. Attorney Fees. The Company agrees to pay all costs of collection, including reasonable attorney fees, paralegal fees, law clerk fees and other legal costs and expenses, in the event any Outstanding Balance is not paid when due, whether suit be brought or not, and whether through courts of original jurisdiction, courts of appellate jurisdiction or through a bankruptcy court or other legal proceedings.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Note as of the date first above written.

COMPANY:

GREEN GROWTH BRANDS INC.

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

Address:
77 King Street West
Suite 2905
Toronto, ON. M5K 1A2

HOLDER:

____
Stanley W. Harris

Address:
____
____
____

EXHIBIT C

AMENDED AND RESTATED FORM OF LOCK-UP AGREEMENT

See attached.

__________________, 2019

Green Growth Brands Inc.
____
____

Re: Lock-up Agreement

Ladies and Gentlemen:

The undersigned signatory of this lock-up agreement ("***Lock-Up Agreement***") understands that he, she, or it is receiving common shares of Green Growth Brands Inc., a corporation organized and existing under the laws of the Province of Ontario ("***GGB***," and such shares, the "***GGB Shares***"), in connection with the acquisition by GGB Florida LLC ("**GGBF**") of the Purchased Shares under that certain Share Purchase Agreement, as amended (the "***Purchase Agreement***"), by and among GGB, GGBF, Spring Oaks Greenhouses, Inc., a Florida corporation, the sellers set forth in Schedule 1 of the Purchase Agreement (each, a "***Seller***" and collectively, the "***Sellers***"), and Stanley W. Harris, as the representative of each Seller, pursuant to which the Sellers sold, transferred and conveyed to GGBF, and GGBF purchased from the Sellers, the Purchased Shares, in exchange for the Purchase Price, which includes the issuance of GGB Shares to certain of the Sellers, as further set forth in the Purchase Agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Purchase Agreement.

The undersigned signatory is or may become a holder of GGB Shares as a result of the payment of a portion of the Purchase Price in the form of GGB Shares pursuant to the Purchase Agreement (collectively, the "***Lock-Up Shares***"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably agrees that, subject to the exceptions set forth herein, the undersigned will not, directly or indirectly, through an "affiliate" or "associate" (as such terms are defined or interpreted under applicable securities Laws), or otherwise, offer, sell, pledge, hypothecate, lend, grant an option, right or warrant for sale, purchase any option, warrant or contract to sell, or otherwise dispose of, or transfer or grant any rights with respect to any of the Lock-Up Shares (or any shares acquired by the undersigned pursuant to a stock split, stock dividend, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of GGB (each an "***Adjustment***" and such shares "***Adjustment Shares***") affecting the Lock-Up Shares (the Adjustment Shares, together with the Lock-Up Shares, the "***Undersigned's Securities***")) in any manner either privately or publicly, or enter into any agreement or any transaction that has the effect of transferring, in whole or in part, directly or indirectly, the economic consequence of ownership of the Undersigned's Securities, whether any such agreement or transaction is to be settled by delivery of the Undersigned's Securities or otherwise, except in the proportions set forth on Schedule 1, subject to the lock-up provisions set forth herein and, in all cases, applicable law. The undersigned further shall not publicly disclose the intention to do any of the foregoing. The limitations set forth in Schedule 1 hereto shall be administered by GGB's transfer agent, subject to an escrow agreement between GGB and such transfer agent.

The undersigned acknowledges and agrees that the foregoing restrictions preclude the undersigned from entering into any swap, hedge or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Undersigned's Securities, whether any such swap or transaction is to be settled by delivery of GGB Shares or other securities, in cash or otherwise. The undersigned further acknowledges and agrees that the foregoing restrictions preclude the undersigned from engaging in any hedging or other transaction which is designed to, or which reasonably could be expected to lead to or result in, a sale or disposition of the Undersigned's Securities even if disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Securities or with respect to any security that includes, relates to or derives any significant part of its value from such securities.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Securities: (a) as a *bona fide* gift or gifts; (b) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned; (c) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (i) to another corporation, partnership, limited liability company, trust or other business entity that is a direct or indirect affiliate (as defined or interpreted under applicable securities Laws) of the undersigned or (ii) pursuant to distributions of GGB Shares to limited partners, limited liability company members or stockholders of the undersigned; (d) if the undersigned is a trust, to the beneficiary of such trust; and (e) by testate succession or intestate succession; *provided, however*, that such transfer shall not involve a disposition for value and the transferee agrees in a writing, of which the form and substance is reasonably acceptable to GGB, to be bound by the terms of this Lock-Up Agreement. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin.

Any attempted transfer in violation of this Lock-Up Agreement will be of no effect and null and void, regardless of whether the purported transferee has any actual or constructive knowledge of the transfer restrictions set forth in this Lock-Up Agreement, and will not be recorded on the stock transfer books of GGB. In order to ensure compliance with the restrictions referred to herein, the undersigned agrees that GGB and its transfer agent are hereby authorized to decline to make any transfer of GGB Shares if such transfer would constitute a violation or breach of this Lock-Up Agreement. GGB may cause the legend set forth below, or a legend substantially equivalent thereto, to be placed upon any certificate(s) or other documents, ledgers or instruments evidencing the undersigned's ownership of GGB Shares:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AND MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH A LOCK-UP AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred hereunder, and any obligations of the undersigned, shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

This Lock-Up Agreement, and any claim, controversy or dispute arising under or related to this Lock-Up Agreement, shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Any and all remedies herein expressly conferred upon GGB will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity, and the exercise by GGB of any one remedy will not preclude the exercise of any other remedy. The undersigned agrees that irreparable damage would occur to GGB in the event that any of the provisions of this Lock-Up Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that GGB shall be entitled to seek an injunction or injunctions to prevent breaches of this Lock-Up Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which GGB is entitled at law or in equity, and the undersigned waives any bond, surety or other security that might be required of GGB with respect thereto.

This Lock-Up Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Lock-Up Agreement (in counterparts or otherwise) by GGB and the undersigned by facsimile or electronic transmission in .PDF format shall be sufficient to bind such parties to the terms and conditions of this Lock-Up Agreement.

(Signature Page Follows)

Very truly yours,

____
(Name of Shareholder)

By: _________________________________

Name (if entity): _______________________

Title (if entity): ________________________

ACKNOWLEDGED AND AGREED:

GREEN GROWTH BRANDS INC.

By: ____________________________
Name:
Title:

SCHEDULE 1
RELEASE SCHEDULE

Proportion to be Released, Subject to Lock-Up Conditions	**Release Date**
1/20 of the remaining Undersigned's Securities	1 months from the date on which the Transaction is completed (the "**Closing Date**")
1/19 of the remaining Undersigned's Securities	2 months from the Closing Date
1/18 of the remaining Undersigned's Securities	3 months from the Closing Date
1/17 of the remaining Undersigned's Securities	4 months from the Closing Date
1/16 of the remaining Undersigned's Securities	5 months from the Closing Date
1/15 of the remaining Undersigned's Securities	6 months from the Closing Date
1/14 of the remaining Undersigned's Securities	7 months from the Closing Date
1/13 of the remaining Undersigned's Securities	8 months from the Closing Date
1/12 of the remaining Undersigned's Securities	9 months from the Closing Date
1/11 of the remaining Undersigned's Securities	10 months from the Closing Date
1/10 of the remaining Undersigned's Securities	11 months from the Closing Date
1/9 of the remaining Undersigned's Securities	12 months from the Closing Date
1/8 of the remaining Undersigned's Securities	13 months from the Closing Date
1/7 of the remaining Undersigned's Securities	14 months from the Closing Date
1/6 of the remaining Undersigned's Securities	15 months from the Closing Date
1/5 of the remaining Undersigned's Securities	16 months from the Closing Date
1/4 of the remaining Undersigned's Securities	17 months from the Closing Date
1/3 of the remaining Undersigned's Securities	18 months from the Closing Date
1/2 of the remaining Undersigned's Securities	19 months from the Closing Date
All of the remaining Undersigned's Securities	20 months from the Closing Date

EXHIBIT D

LEGAL PROCEEDINGS

1. Louis Del Favero Orchids, Inc. v. Florida Department of Health and Spring Oaks Greenhouses, Inc. - Case No. 1D2019-1772

This is an appeal of a final order issued by the Florida Department of Health that approved a settlement agreement between Spring Oaks and 7 other nurseries seeking medical marijuana treatment center licenses. The case is currently pending in the First District Court of Appeal.

2. Liner Source, Inc. v. Spring Oaks Greenhouses, Inc. and Florida Department of Health- Case No. 1D2019-1814

This is an appeal of a final order issued by the Florida Department of Health that approved a settlement agreement between Spring Oaks and 7 other nurseries seeking medical marijuana treatment center licenses. The case is currently pending in the First District Court of Appeal.

EXECUTION VERSION

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**"), is made as of the 3rd day of June, 2019 (the "**Effective Date**") by and among the following (each, a "**Party**", and collectively, the "**Parties**"): Spring Oaks Greenhouses, Inc., a Florida corporation (the "**Company**"), the shareholders of the Company set forth in Schedule 1 hereto (each, a "**Seller**," and collectively, the "**Sellers**"), Stanley W. Harris, as the representative of each Seller as more fully described herein ("**Representative**"), GGB Florida LLC, a Delaware limited liability company ("**Purchaser**"), and Green Growth Brands Inc., a Canadian corporation and parent company of Purchaser ("**GGB**").

RECITALS

WHEREAS, prior to the date hereof Purchaser or its Affiliate paid to the Company the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) (the "**Initial Deposit**"), which Initial Deposit shall be non-refundable to Purchaser except as otherwise set forth in this Agreement;

WHEREAS, prior to the date hereof Purchaser or its Affiliate paid to the Company the sum of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) (the "**Second Deposit**," together with the Initial Deposit, the "**Deposit**"), which Second Deposit shall be non-refundable to Purchaser except as otherwise set forth in this Agreement; and

WHEREAS, pursuant to that certain Settlement Agreement, dated April 16, 2019, by and between the Company and the State of Florida Department of Health, the Company was awarded the sole ownership of a Medical Marijuana Treatment Center license (the "**MMTC License**"), duly issued by the State of Florida Department of Health, Office of Medical Marijuana Use, pursuant to Section 381.986, Florida Statutes, as amended;

WHEREAS, on April 29, 2019, the Purchaser posted a performance bond satisfying the performance bond requirements set forth in Section 381.986(8)(b)7.a, Florida Statutes (the "**Performance Bond**");

WHEREAS, as of the date of Closing, the Company will have no operations or assets other than the ownership of the MMTC License, which the Company owns free and clear of all Liens;

WHEREAS, Sellers owns one hundred percent (100%) of the issued and outstanding shares of capital stock of the Company (the "**Purchased Shares**"), which constitute all of the issued and outstanding equity securities of the Company; and

WHEREAS, Purchaser desires to purchase from Sellers the Purchased Shares, and Sellers desire to sell the Purchased Shares to Purchaser, all pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto hereby agree as follows:

1. Purchase and Sale of Purchased Shares.

1.1 Sale. Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase at the Closing, and Sellers agree to sell to Purchaser at the Closing, the Purchased Shares, free and clear of all Liens.

1.2 Closing; Deposit; Purchase Price.

(a) The purchase and sale of the Purchased Shares shall take place remotely via the exchange of documents and signatures, no more than ten (10) days following the satisfaction or waiver of the conditions set forth in Section 4 and Section 5 of this Agreement (other than those conditions that by their terms cannot be satisfied until the Closing), or at such other place and time as the Parties shall mutually agree; *provided, however,* in the event that a Seller has breached any provision of this Agreement, or failed to perform or satisfy any of the conditions set forth in Section 4, then the purchase and sale of the Purchased Shares shall occur on the fifth (5^{th}) business day following the cure of such breach, or the performance or satisfaction of such condition by the Seller, unless otherwise mutually agreed by the Parties in writing (which time and place are designated as the "**Closing**" and such date, the "**Closing Date**").

(b) For and in consideration of the sale, transfer and delivery of the Purchased Shares, Purchaser and/or GGB shall, at Closing, (i) pay to Representative, for the benefit of Sellers, the Balance Closing Cash Purchase Price by wire transfer to a bank account or accounts designated by Representative, (ii) subject to Section 1.2(c), issue to Sellers the Consideration Shares in accordance with the allocation set forth in Schedule 1.2(b), and (iii) deliver the Note to Representative. At the Closing, Sellers shall deliver to Purchaser a stock power attached as Exhibit A to this Agreement, duly executed by each Seller (the "**Stock Power**") and, if the Purchased Shares are certificated, a certificate or certificates representing the Purchased Shares.

(c) GGB shall issue the Consideration Shares as directed by Representative at Closing, in accordance with and subject to this Agreement. At or immediately prior to the issuance of any Consideration Shares in accordance with the preceding sentence, each Person receiving Consideration Shares shall execute and deliver an accredited investor statement and Lock-Up Agreement with respect to the Consideration Shares to be issued (it being understood that the issuance of such Consideration Shares is contingent on such execution and delivery of an accredited investor statement and Lock-Up Agreement to GGB).

(d) Subject to the Closing, GGB's obligations under the Note shall be secured by all the assets of the Company in accordance with that certain Security Agreement, substantially in the form attached as Exhibit G to this Agreement (the "**Security Agreement**").

(e) Notwithstanding anything in this Agreement to the contrary, Purchaser or, if applicable, the Company shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Person such amounts as it is required to deduct and withhold from such Person with respect to the making of such payment under the Code and the rules and regulations promulgated thereunder, or any provision of any Law relating to Taxes. To the extent that amounts are so withheld by Purchaser, or, if applicable, the Company, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which such deduction and withholding was made by Purchaser or, if applicable, the Company.

1.3 Definitions; Interpretive Guidelines.

(a) Definitions. In addition to the terms defined elsewhere throughout this Agreement, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

Defined Terms	**Section**
2018 Financial Statement	Section 2.7(a)
Agreement	Preamble
Applications	Section 6.1
Authorized Action	Section 8.23(c)
Background Check	Section 6.2
Cap	Section 7.3(a)
Closing	Section 1.2(a)
Closing Date	Section 1.2(a)
Company	Preamble
Copyrights	Section 1.3(a)(xxiv)
DD Request List	Section 1.3(a)(xiv)
Deposit	Recitals
Disclosure Schedule	Section 2
Effective Date	Preamble
Exclusive Venues	Section 8.16
Financial Statements	Section 2.7(a)
Fundamental Representations	Section 7.2
GGB	Preamble
Government Consents	Section 6.1
Hazardous Substance	Section 2.23
Indemnified Party	Section 7.4(c)
Indemnifying Party	Section 7.4(c)
Initial Deposit	Recitals
Intellectual Property Licenses	Section 2.10(b)
Inventory	Section 2.15(f)
Kick Out Date	Section 8.20(a)(iv)
Licenses	Section 2.22(a)
Losses	Section 7.4(a)
Material Contract	Section 2.12
MMTC License	Recitals
Most Recent Balance Sheet	Section 2.7(a)
Party(ies)	Preamble
Patents	Section 1.3(a)(xxiv)
PCBs	Section 2.23
Performance Bond	Recitals
Personal Property	Section 2.15(d)
Pre-Closing Period	Section 6.4

Defined Terms	**Section**
Purchased Shares	Recitals
Purchaser	Preamble
Purchaser Indemnitees	Section 7.1(a)
Receivables	Section 2.8
Representative	Preamble
Risk	Section 8.23(d)
Sale Representations	Section 2
Second Deposit	Recitals
Security Agreement	Section 1.2(d)
Seller	Preamble
Seller Indemnities	Section 7.1(b)
Stock Power	Section 1.2(b)
Terminated Employees	Section 2.18(e)
Threshold Amount	Section 7.3(c)
Trademarks	Section 1.3(a)(xxiv)
Transfer Taxes	Section 7.12
Union	Section 2.18(i)

(i) "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

(ii) "**Balance Closing Cash Purchase Price**" means the Closing Cash Purchase Price *less* (A) any Indebtedness of the Company, (B) any Change of Control Payments, and (C) Company Transaction Expenses in connection with the Transaction Agreements, to the extent not paid by Seller at or prior to the Closing.

(iii) "**Book and Records**" means all records (in any type of storage medium) in the possession or control of a Person, including, without limitation, customer lists, sales records, records relating to regulatory matters, financial and accounting records and compliance records.

(iv) "**Certificate of Nursery Registration**" means a valid certificate of registration issued by the Department of Agriculture and Consumer Services pursuant to Section 581.131, Florida Statutes.

(v) "**Change of Control Payments**" means any and all bonuses or other obligations or payments arising or payable as a result of or in connection with the transactions contemplated hereby (whether due at or after the Closing, with or without the passage of time or occurrence of other events, or otherwise).

(vi) "**Closing Cash Purchase Price"** means $26,150,000.00, *less* the Deposit.

(vii) "**Code**" means the Internal Revenue Code of 1986, as amended.

(viii) "**Company Intellectual Property**" means, collectively, the Owned Intellectual Property and the Licensed Intellectual Property.

(ix) "**Company Transaction Expenses**" means, collectively, the Transaction Expenses incurred by the Company, Sellers, and their respective Affiliates in connection with the transactions contemplated by the Transaction Agreements.

(x) "**Consent**" means any consent, approval, authorization, clearance, exemption, waiver, or similar affirmation by any Governmental Authority or other Person pursuant to any Contract or applicable Law.

(xi) "**Consideration Shares**" mean the number of GGB Shares to be issued equal to the Share Purchase Price, divided by the closing market price of a GGB Share on the CSE on the trading day prior to the earlier of the date on which GGB (i) disseminates a news release disclosing this Agreement and the issuance of the Consideration Shares or (ii) posts a notice of the proposed issuance of Consideration Shares with the CSE.

(xii) "**Contract**" means any contract, agreement, indenture, note, bond, loan, mortgage, license, instrument, lease, understanding, commitment, or other arrangement or agreement, whether written or oral.

(xiii) "**CSE**" means the Canadian Securities Exchange.

(xiv) "**Due Diligence Confirmation Period**" means the period commencing on April 18, 2019 and terminating at 11:59 pm Eastern Time on the fifteenth (15^{th}) day following Sellers' and the Company's good faith acknowledgement the they have provided substantially all responsive due diligence materials requested in that certain Initial Due Diligence Request List provided by Purchaser's representatives to Sellers' representatives on March 29, 2019 (the "**DD Request List**").

(xv) "**Employee Benefit Plan**" means any "employee benefit plan" as defined in Section 3(3) of ERISA (whether or not subject to ERISA) and each other plan, policy, program practice, agreement, understanding or arrangement (whether written or oral) providing compensation or other benefits to any current or former director, officer, employee or consultant (or to any dependent or beneficiary thereof) of the Company or any ERISA Affiliate, which is or has been maintained, sponsored or contributed to by the Company or any ERISA Affiliate, or under which the Company or any ERISA Affiliate has or may have any obligation or liability, whether actual or contingent, including, without limitation, all incentive, bonus, employment, consulting, deferred compensation, severance, change in control, retirement, vacation, holiday, fringe benefit, cafeteria, medical, disability, stock purchase, sick leave, stock option, stock appreciation, phantom stock, restricted stock or other stock-based compensation plans, policies, programs, practices or arrangements.

(xvi) "**Environmental Laws**" means any Law, regulation, or other applicable requirement relating to (a) releases or threatened releases of Hazardous Substance; (b) pollution or protection of employee health or safety, public health or safety, natural resources, or the environment; or (c) the manufacture, generation, handling, transport, use, treatment, storage, handling, transportation, management, or disposal of, or exposure to, Hazardous Substances.

(xvii) "**ERISA Affiliate**" means any entity (whether or not incorporated) other than the Company or any Seller that is required to be treated along with the Company or any Seller as a single employer under Section 414(b), (c), (m) or (o) of the Code.

(xviii) "**Family Member**" means, with respect to any individual, (a) the spouse, parents, siblings, and descendants (including adoptive relationships and stepchildren) of that individual and (b) the spouse of each individual described in clause (a) of this definition.

(xix) "**Final Approval Date**" means the latest date upon which the Company, Purchaser and/or Purchaser's principal(s), as applicable, pass the Background Check and receive all necessary Government Consents, including, without limitation a final, irrevocable decision in writing from the Florida Department of Health approving the transactions contemplated by this Agreement, including specifically, Purchaser's acquisition of the Purchased Shares and, consequently, its MMTC License.

(xx) "**GAAP**" means United States generally accepted accounting principles in effect from time to time.

(xxi) "**GGB Shares**" mean the common shares of GGB.

(xxii) "**Governmental Authority**" means any nation or country (including the United States) and any state, commonwealth, territory or possession thereof and any political subdivision of any of the foregoing, including courts, departments, regulatory agency, administrative agency, commissions, boards, bureaus, agencies, ministries or other instrumentalities, and any other entity exercising law or rule making power (whether or not self-regulating).

(xxiii) "**Indebtedness**" of any Person shall mean, without duplication: (i) all liabilities of such Person for borrowed money, whether current or funded, secured or unsecured, all obligations evidenced by bonds, debentures, notes or similar instruments, and all liabilities in respect of mandatorily redeemable or purchasable share capital or securities convertible into share capital (including with respect to the Company, any loans given to the Company by Purchaser or its Affiliates during the Pre-Closing Period); (ii) except for trade debt in the ordinary course of business all liabilities of such Person for the deferred purchase price of property or services, which are required to be classified and accounted for under GAAP as liabilities; (iii) all liabilities of such Person in respect of any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which are, and to the extent, required to be classified and accounted for under GAAP as capital leases; (iv) all liabilities of such Person evidenced by any letter of credit or similar credit transaction entered into for the purpose of securing any lease deposit; (v) all liabilities of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction securing obligations of a type described in clauses (i), (ii) or (iii) above to the extent of the obligation secured; and (v) all guarantees by such Person of any liabilities of a third party of a nature similar to the types of liabilities described in clauses (i), (ii), (iii) or (v) above, to the extent of the obligation guaranteed.

(xxiv) "**Intellectual Property Rights**" means any and all proprietary and intellectual property rights, in any jurisdiction, including those rights in and to (a) inventions and discoveries (whether or not patentable or reduced to practice), improvements thereto, and invention disclosures, (b) patents and patent applications (including applications or registrations for industrial design, mask works and statutory invention registrations), together with extensions, reissuances, divisionals, provisionals, continuations, continuations-in-part and reexaminations thereof ("**Patents**"), (c) trademarks, trademark applications and registrations, service marks, brand names, certification marks, trade dress, slogans, symbols, logos, trade names and corporate names, fictitious names, domain names and social media accounts, together with the goodwill associated therewith (in each case, whether registered or unregistered) ("**Trademarks**"), (d) copyrights, published and unpublished works of authorship, whether copyrightable or not (including software and related algorithms), moral rights and rights equivalent thereto, including the rights of attribution, assignation and integrity (in each case, whether registered or unregistered) ("**Copyrights**"), (e) all trade secrets and confidential business information including, but not limited to, confidential ideas, technical data, customer lists, pricing and cost information, marketing plans, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, (f) all proprietary breeds, cultivars, varietals and germplasm, (g) all other proprietary rights, (h) all applications to register, registrations and renewals, substitutions or extensions of the foregoing and (i) all copies and tangible embodiments of the foregoing.

(xxv) "**Key Employee**" means any executive-level employee (including division director and vice president-level positions) as well as any material employee to the operations or contemplated operations of the Company and any employee or consultant who either alone or in concert with others develops, invents, programs or designs any Company Intellectual Property.

(xxvi) "**Knowledge**" shall mean the actual knowledge after reasonable investigation of a specified Person, and, when such specified Person is the Company, it shall include the actual knowledge after reasonable investigation of Seller and any Key Employee.

(xxvii) "**Law**" means (a) any requirements arising under any constitution, law, statute, code, treaty, decree, rule, ordinance or regulation or any determination or direction of any arbitrator or any Governmental Authority, including common law and any Environmental Law and also including any of the foregoing that relate to data use, privacy or protection, and (b) any License held by a Person or its subsidiaries or that otherwise relates to the business or contemplated business of or contemplated use by, or to any assets owned or used by, such Person or its subsidiaries.

(xxviii) "**Legal Proceeding**" means any claim, action, charge, lawsuit, litigation, arbitration, hearing or proceeding that has been made public or of which a Person has received written notice, administrative enforcement proceeding or other similarly formal legal proceeding (including civil, criminal, administrative or appellate proceeding) commenced, brought, conducted or heard by or pending before any Governmental Authority, arbitrator, mediator or other tribunal.

(xxix) “**Liability**” means any liability, debt, obligation, deficiency, interest, Tax, penalty, fine, claim, demand, judgment, cause of action or other Loss (including, without limitation, loss of benefit or relief), cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due and regardless of when asserted.

(xxx) “**Licensed Intellectual Property**” means those Intellectual Property Rights licensed to the Company.

(xxxi) “**Lien**” means any option, mortgage, deed of trust, pledge, hypothecation, lien (statutory or otherwise), charge, security interest, defect of title, easement, encroachment, reservation, restriction, adverse right or interest, claim or other encumbrance (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

(xxxii) “**Lock-Up Agreement**” means that certain Lock-Up Agreement to be executed by any Sellers or any Seller Affiliate recipient of Consideration Shares, as the case may be, in favor of GGB, substantially in the form attached as Exhibit F to this Agreement.

(xxxiii) “**Material Adverse Effect**” means an event, change or occurrence that, individually or together with any other event, change or occurrence, has a material adverse effect or could be reasonably expected to have a material adverse effect, with or without the passage of time, on (i) the MMTC License or the business and operations contemplated to be conducted by Purchaser after the Closing, or (ii) the ability of the Company and/or Sellers to perform their material obligations under this Agreement or to consummate the transactions contemplated hereby.

(xxxiv) “**Multiemployer Plan**” has the meaning set forth in Section 3(37) of ERISA.

(xxxv) “**Note**” means a Convertible Secured Promissory Note in the principal amount of the Note Amount and with a maturity date twelve (12) months after the Closing, substantially in the form attached as Exhibit E to this Agreement.

(xxxvi) “**Note Amount**” means $11,400,000.

(xxxvii) “**Owned Intellectual Property**” means, collectively, those Intellectual Property Rights owned by the Company.

(xxxviii) “**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(xxxix) “**Pre-Closing Tax Period**” means any taxable period ending on or before the Closing Date, including the portion of any Straddle Period ending on the Closing Date.

(xl) "**Post-Closing Tax Period**" means any taxable period other than the Pre-Closing Tax Period.

(xli) "**Post-Closing Taxes**" means all Taxes other than the Pre-Closing Taxes.

(xlii) "**Pre-Closing Taxes**" means (a) all Taxes (or the non-payment thereof) of each of the Company, and Sellers (or any owner of a Seller, as applicable), for any and all Pre-Closing Tax Periods, (b) any payroll Taxes with respect to compensatory payments paid in connection with the Closing (c) any and all Taxes of any Person imposed on the Company as a transferee or successor, by contract or pursuant to any Law, rule, or regulation, which Taxes relate to an event or transaction occurring before the Closing, (d) any Taxes resulting from any election by the Company under Code §108(i) on or prior to the Closing Date, (e) all Taxes imposed on the Company as a result of the provisions of Treasury Regulations Section 1.1502-6 or the analogous provisions of any state, local or foreign Law, and (f) all Taxes imposed on the Company or any Seller as a result of any transaction contemplated by this Agreement including pursuant to Section 1374 of the Code and any comparable provision of state Law. For purposes of the foregoing, any property Taxes for any Straddle Period shall be allocated to the portion of the Straddle Period ending on the Closing Date on a per diem basis, and all other Taxes for any Straddle Period shall be allocated as if such Straddle Period ended on the Closing Date.

(xliii) "**Purchase Price"** means the Deposit, the Closing Cash Purchase Price, the Share Purchase Price, and the Note Amount. The Purchase Price shall be exclusive of any Indebtedness of the Company, any Change of Control Payments and Company Transaction Expenses in connection with the Transaction Agreements, all of which shall be paid by Seller in full at the Closing or by Purchaser (and deducted from the payment of the Closing Cash Purchase Price to be received by Seller at Closing).

(xliv) "**Purchased Shares**" means one hundred percent (100%) of the outstanding shares of common stock of the Company, having a par value of One Dollar ($1.00) per share.

(xlv) "**Purchaser's Advisors**" means Purchaser's attorneys, accountants, advisors, representatives and/or Tax advisors, if any.

(xlvi) "**Restrictive Covenant and General Release Agreement**" shall mean the non-compete, non-solicit, non-disparagement and general release agreement, dated as of the Closing Date, from Stanley W. Harris, substantially in the form attached hereto as Exhibit B.

(xlvii) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(xlviii) "**Share Purchase Price**" means $17,100,000.

(xlix) "**Straddle Period**" means any taxable period that includes (but does not end on) the Closing Date.

(l) “**Tax**” means (a) any federal, state, county, local, municipal or foreign income, gross receipts, net proceeds, fuel, excess profits, user, capital stock, profits, escheat, unclaimed property, gain, registration, ad valorem, estimated, license, payroll, employment, excise, severance, stamp, occupation, premium, property or windfall profits taxes, environmental taxes, customs, duties, franchise, employees’ income withholding, foreign or domestic withholding, social security (or similar, including FICA), unemployment, disability, real property, personal property (tangible or intangible), sales, use, transfer, value added, goods and services, alternative or add on minimum or other tax or any kind of any charge of any kind in the nature of taxes, assessments, duties or similar charges, including any interest, penalties or additions to Tax in respect of the foregoing, in each case whether disputed or not, imposed by any Governmental Authority, and (b) any liability for the payment of any amounts of the type described in clause (a) as a result of being a member of an affiliated, consolidated, combined or unitary group, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another Person’s taxes as a transferee or successor, by contract or otherwise.

(li) “**Tax Return**” means any Tax return, declaration, report, claim for refund, or information return or statement filed or required to be filed by the Company.

(lii) “**Transaction Agreements**” means this Agreement, the Stock Power, the Restrictive Covenant and General Release Agreement, the Lock-Up Agreements, the Note, and any other documents executed in connection herewith or contemplated hereby.

(liii) “**Transaction Expenses**” means, with respect to a Party, expenses incurred in connection with the negotiation, preparation, execution and closing of the transactions contemplated by the Transaction Agreements.

(b) Interpretive Guidelines.

(i) All pronouns used in this Agreement shall be deemed to include masculine, feminine and neuter forms.

(ii) Unless the context requires otherwise: (1) the singular number includes the plural and the plural number includes the singular and shall not be interpreted to preclude the application of any provision of this Agreement to any individual or entity; (2) each reference in this Agreement to a designated “Article,” “Section,” “Schedule,” “Exhibit,” or “Appendix” is to the corresponding Section, Schedule, Exhibit, or Appendix of or to this Agreement; (3) the word “or” shall not be applied in its exclusive sense; (4) the word “all” shall be interpreted to mean “any and all”; (5) the words “include,” “includes,” and “including” are deemed to be followed by the phrase “without limitation”; (6) the words “relate,” “relates,” and “relating” are deemed to be followed by the phrase “in any way”; (7) references to “$” or “dollars” shall mean the lawful currency of the United States; and (8) the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.

(iii) References in this Agreement to any agreement or any particular provisions of Law shall be deemed to refer to such agreement or Law as they may be amended after the Effective Date of this Agreement.

(iv) Any reference in this Agreement to "day" or number of "days" without the explicit qualification of "business" must be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day and that calendar day is not a business day (i.e., any day other than a Saturday, Sunday or other day on which banking institutions in Orlando, Florida are required or authorized by Law to be closed) then the action or notice is deferred until, or may be taken or given, on the next business day.

(v) Any reference in this Agreement to a date or time is a reference to that date or time in Orlando, Florida, unless otherwise stated.

(vi) Any undertaking in this Agreement not to do any act or thing is deemed to include an undertaking not to permit or suffer the doing of that act or thing.

(vii) The definitions in this Agreement apply equally to both the singular and plural of the terms defined.

2. Representations and Warranties of the Company and Sellers. The Company and Sellers, jointly and severally, represent and warrant to Purchaser that, subject to the schedule of disclosures and exceptions (the "**Disclosure Schedule**") attached as Exhibit C to this Agreement as provided herein, which disclosures and exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations (the "**Sale Representations**") are true and complete as of the Effective Date, and shall be true and complete as of the date of the Closing, except as otherwise indicated. The Disclosure Schedule shall be arranged in numbered schedules corresponding to the numbered and lettered sections contained in this Section 2, and the disclosures in any schedule of the Disclosure Schedule shall qualify other sections in this Section 2 to the extent it is apparent from the face of the disclosure that such disclosure is applicable to such other sections of this Section 2.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Florida and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which its ownership of property or conduct of business requires it to be qualified except where such qualification would not have a Material Adverse Effect. True, correct and complete copies the Company's organizational documents currently in effect have been provided to Purchaser and reflect all amendments made thereto at any time prior to the Closing Date.

2.2 Ownership of Purchased Shares; No Voting Trusts.

(a) Schedule 2.2(a) sets forth all of the authorized, issued and outstanding shares of capital stock of the Company. Sellers owns, beneficially and of record all of the shares of capital stock of the Company (including, for the sake of clarity, the Purchased Shares) set forth in Schedule 2.2(a) free and clear of any and all Liens or other restrictions or limitations whatsoever. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and non-assessable and were not issued in violation of any preemptive or other rights of any Person to acquire any securities of the Company. Upon delivery to Purchaser of the Stock Powers executed by each Seller, good and valid title to the Purchased Shares will pass to Purchaser, free and clear of all Liens or other restrictions or limitations whatsoever of any kind.

(b) Neither any Seller nor the Company are bound by, nor has any Seller or the Company granted to any other Person, any option, warrant, calls, purchase or other right or other contractual obligation (including, without limitation, conversion or preemptive rights and rights of first refusal or similar rights), orally or in writing, with respect to any capital stock of the Company or that could require any Seller or the Company to sell, issue, grant, transfer or otherwise dispose of any or all of the Company's capital stock, or any securities convertible into or exchangeable for capital stock in the Company.

(c) There are no voting trusts, commitments, undertakings, understandings or other restrictions to which any Seller or the Company is a party which directly or indirectly limit or restrict in any manner, or otherwise relate to, the sale or other disposition of the Purchased Shares.

2.3 Subsidiaries. The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.4 Authorization. All corporate action required to be taken by the Company's officers, directors, and shareholders in order to authorize the Company and Sellers to enter into the Transaction Agreements, has been taken or will be taken prior to the Closing. The Transaction Agreements, when executed and delivered by the Company and Sellers, shall constitute valid and legally binding obligations of the Company and Sellers, enforceable against the Company and Sellers in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other Laws of general application relating to or affecting the enforcement of creditors' rights generally, and (ii) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.5 Governmental Consents and Filings. Except for approval by the Florida Department of Health, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local Governmental Authority is required on the part of the Company or any Seller in connection with the consummation of the transactions contemplated by this Agreement.

2.6 Legal Proceedings. There is no Legal Proceeding pending or, to the Company's Knowledge, currently threatened (i) against or relating to the Company or any officer, director, or Key Employee of the Company; or (ii) that questions the validity of the Transaction Agreements or the right of the Company or any Seller to enter into them, or to consummate the transactions contemplated by the Transaction Agreements; (iii) to the Company's Knowledge, that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; or (iv) against any Person with respect to the MMTC License. None of the Company, any Seller, or, to the Company's Knowledge, any of the Company's officers, directors, or Key Employees, is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or Key Employees, such as would affect the Company). There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate, and no basis, to the Company's Knowledge, for any such action, suit, proceeding or investigation to be initiated against the Company or which relates to the MMTC License. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened (or any basis therefor known to the Company) involving the services provided to the Company by any consultant or independent contractor, the prior employment of any of the Company's employees, the services provided by any of the Company's employees, consultants or independent contractors in connection with the Company's business, any information or techniques allegedly proprietary to any former employers of the Company's employees, consultants or independent contractors, or the obligations of the Company's employees, consultants or independent contractors under any agreements with their prior employers.

2.7 Financial Statements.

(a) The Company has previously made available to Purchaser true, complete and correct copies of the Company's unaudited financial statements as of and for the years ended December 31, 2017 and December 31, 2018 (the "**2018 Financial Statement**"), and balance sheets and statements of operations of the Company and its business for the three (3) month period ended March 31, 2019 (individually, the "**Most Recent Balance Sheet**", and collectively with the Company's unaudited financial statements as of and for the years ended December 31, 2017 and the 2018 Financial Statement, the "**Financial Statements**").

(b) The Financial Statements have been prepared on a consistent basis throughout the period involved, and present fairly, in all respects, the financial position and results of operations of the Company as of the respective dates and for the respective periods indicated therein. The Books and Records of the Company have been, and are being, maintained in all material respects in accordance with applicable Law, and the Financial Statements were derived from the Company's Books and Records.

2.8 Accounts Receivable. As of the Effective Date, all accounts, notes and other amounts receivable of the Company ("**Receivables**") reflected in the Financial Statements represents bona fide transactions on the part of the Company. The Receivables reflected in the Financial Statements arose in the ordinary course of business, are to the Knowledge of the Company not subject to any valid set off or counterclaim, do not represent obligations for goods sold on consignment, on approval or on a sale or return basis or subject to any other repurchase or return arrangement. No Person has any Lien on any Receivable and no request or agreement for deduction or discount has been made with respect to any of the Receivables since the date of the 2018 Financial Statements. As of the Closing Date, the Company shall have no Receivables.

2.9 Customers and Suppliers. As of the Closing Date, the Company has no customers or suppliers.

2.10 Intellectual Property.

(a) The Company does not own, directly or indirectly, any Intellectual Property Rights. The Company has not developed, created, or acquired any Owned Intellectual Property for which a registration or application has been filed with, or issued by or registered with, a governmental body, register service or social media account. There are no corporate, trade or fictitious name under which the Company's business has been conducted at any time.

(b) The Company does not use any software programs on its computers nor does it use or own any other software-enabled electronic devices. There are no written licenses and arrangements, pursuant to which the use by the Company of any Intellectual Property Rights is permitted by any Person (collectively, the "**Intellectual Property Licenses**"). There are no Intellectual Property Licenses for which there are any threatened, or ongoing action, claim or proceeding.

(c) Company has not transferred ownership of, or granted any exclusive license of or exclusive right to use, or authorized the retention of any exclusive rights to use or joint ownership of, any Owned Intellectual Property to any Person. The Company does not have any Contracts under which the Company has granted to others a non-exclusive license, covenant not to sue or any other interest in, or any right to use or exploit, any Owned Intellectual Property.

(d) The operation of the business as currently conducted and as proposed to be conducted by the Company, including the design, development, use, import, branding, advertising, promotion, marketing, manufacture, and sale of any product, technology or service of the business of the Company does not infringe or misappropriate, and will not infringe or misappropriate, when conducted in substantially the same manner following the Closing, any Intellectual Property Rights of any Person, violate any right of any Person (including any right to privacy or publicity), or constitute unfair competition or trade practices under the Laws of any jurisdiction. The Company has not received notice from any Person claiming that such operation or any act, any product, technology or service or Owned Intellectual Property infringes or misappropriates any Intellectual Property rights of any Person, violates any right of any Person (including any right to privacy or publicity), or constitutes unfair competition or trade practices under the Laws of any jurisdiction.

(e) Neither this Agreement nor the transactions contemplated by this Agreement will result in (i) any third party being granted rights or access to any Owned Intellectual Property, (ii) the Company losing any right to any Owned Intellectual Property or under any Intellectual Property Licenses, or (iii) the Purchaser being obligated to pay any royalties or other amounts to any third party in excess of those payable by the Company prior to Closing pursuant to any Contract to which any of them is a party or by which it or its assets is bound.

2.11 Compliance with Other Instruments.

(a) Neither the Company nor any Seller is in violation or default (i) of any provisions of their respective formation or governing documents, including, without limitation, the Company's articles of incorporation and bylaws, (ii) of any instrument, judgment, order, writ or decree, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, Contract or purchase order to which the Company or any Seller is a party or is material to the business of the

Company, or (v) of any provision of federal, state or local statute, rule or regulation applicable to the Company, with the sole exception being federal Laws applicable to the sale of marijuana. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree, Contract or agreement, or a default under any provision, instrument, judgment, order, writ, decree, Contract or agreement to which the Company or any Seller is bound; or (ii) an event which results in the creation of any Lien upon the Purchased Shares or any assets of the Company, or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company, including, without limitation, the MMTC License.

(b) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated in this Agreement, will, directly or indirectly (i) contravene, conflict with, or result in a violation of any statute, regulation, or judicial or administrative order to which the Company or any Seller, or any of their assets, may be subject; (ii) contravene, conflict with, or result in a violation or breach of any provision of the Company's organizational documents; (iii) contravene, conflict with, or result in a violation or breach of any provision of, or give any person or entity the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any agreement or Contract to which the Company or any Seller is a party; or (vi) result in the imposition or creation of any Lien upon or with respect to the Purchased Shares or the Company's assets, except for those Liens expressly created through this Agreement, if any.

2.12 Agreements; Actions. Except as set forth in Schedule 2.12 (each such Contract, a "**Material Contract**"):

(a) There are no agreements, understandings, instruments, Contracts or proposed transactions to which the Company is a party or by which it is bound that involve (i) obligations (contingent or otherwise) of, or payments to, the Company in excess of Ten Thousand and No/100 Dollars ($10,000.00) annually or over the lifetime of such agreement, understanding, instrument, Contract or proposed transaction, (ii) the license of any Patent, Copyright, Trademark, trade secret or other proprietary right to or from the Company, (iii) the grant of rights to manufacture, produce, assemble, license, market, or sell its products or services, including, without limitation, medical marijuana, (iv) indemnification by the Company with respect to infringements of proprietary rights, or (v) obligations outside the ordinary course of business or inconsistent with any past practices of the Company.

(b) The Company is not a party to any cannabis service provider Contracts;

(c) The Company has not (i) authorized or declared any distribution upon or with respect to its capital stock that have not been paid in full, (ii) incurred any Indebtedness for money borrowed or incurred any other liabilities in excess of Ten Thousand and No/100 Dollars ($10,000.00), individually or in the aggregate, (iii) made any loans or advances to any Person, other than ordinary advances for travel expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business. For the purposes of (a) and (b) of this Section 2.12, all Indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same Person (including Persons the Company has reason to believe are affiliated with each other) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subpart.

(d) The Company is not a guarantor or indemnitor of any Indebtedness of any other Person.

(e) The Company is not a party to any Contract that purports to: (i) limit, curtail or restrict the ability of Company in any respect to: compete with any other Person or compete in any geographic area (it being understood that the Company is limited to selling its cannabis products solely within the State of Florida), line of business, or market; make sales or provide services to any Person in any manner; use or enforce any Owned Intellectual Property; or develop or distribute any technology or intellectual property right, (ii) solicit the employment of, or hire, any potential employees, consultants, or contractors of any Person, or (iii) grant the other party or any customer "most favored nation" pricing or similar status;

(f) There are no Contracts creating or relating to any partnership or joint venture or any sharing of revenues, profits, losses, costs or Liabilities or the payment of any royalties;

(g) The Company is not bound by any Contract to provide or license any of its products or services to any third party on an exclusive basis or to license any product or service on an exclusive basis from a third party;

(h) There are no Contracts pursuant to which the Company grants rights or authority to any Person with respect to any owned Intellectual Property or Licensed Intellectual Property other than customer agreements entered in the ordinary course of business;

(i) There are no Contracts relating to the acquisition, transfer, use, development, sharing or license of any technology or Intellectual Property rights;

(j) The Company is not bound by any Contract under which the Company has a warranty obligation inconsistent with past practices or any indemnification obligation except for any Contract otherwise disclosed under another subsection of this Section 2.12;

(k) There are no Contracts relating to future expenditures anticipated to result in aggregate costs in excess of Ten Thousand and No/100 Dollars ($10,000);

(l) The Company is not bound to any Contract pursuant to which the Company has delivered, or is required to deliver, its source code to third parties, including any source code escrow agents, or may otherwise be required to release its source code to third parties; and

(m) The Company is not a party to any Contract with any Person characterized and treated by the Company as a consultant or independent contractor.

2.13 Certain Transactions. Except as set forth in Schedule 2.13:

(a) Other than standard director and officer indemnification agreements included in the Company's articles of incorporation and bylaws, there are no agreements, understandings or proposed transactions which have not been performed in full between the Company and any of its shareholders, officers, directors, consultants or employees, or any Affiliate thereof.

(b) The Company is not indebted, directly or indirectly, to any of its shareholders, directors, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing. None of the Company's shareholders, directors, officers or employees, or any members of their immediate families, or any Affiliate of the foregoing are, directly or indirectly, indebted to the Company or have any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any of the Company's customers, suppliers, service providers, joint venture partners, licensees and competitors, (ii) direct or indirect ownership interest in any Person with which the Company is affiliated or with which the Company has a business relationship, or any Person which competes with the Company except that directors, officers, employees or equityholders of the Company may own equity in (but not exceeding two percent (2%) of the outstanding equity of) publicly traded companies that may compete with the Company; or (iii) financial interest in any Contract with the Company.

2.14 Rights of Registration and Voting Rights. The Company is not under any obligation to register under the Securities Act any of its currently outstanding securities. No member of the Company has entered into any agreements with respect to the voting of capital stock of the Company.

2.15 Assets and Property. Except as set forth in Schedule 2.15:

(a) As of the Closing date, the Company shall own good and valid title to the MMTC License, all of which shall be free and clear of all Liens, except as set forth in Schedule 2.15(a). The Company owns no real property assets.

(b) The Company does not lease, sublease or license any parcel of real property.

(c) Each tangible property and asset of the Company, whether owned or leased, which has a fair market value or book value in excess of Ten Thousand and No/100 Dollars ($10,000.00) is set forth in Schedule 2.15(c).

(d) The Company has no assets, properties, interests and rights (including real property and tangible and intangible personal property), including, without limitation, any tangible or intangible personal property including plant, machinery, equipment, tools, supplies, furniture, furnishings, vehicles and other fixed assets (collectively, "**Personal Property**"), and has no Liability, including any Lien, with respect to any Personal Property.

(e) The Company does not possess any Personal Property pursuant to a lease agreement or other similar contractual arrangement.

(f) The inventories of the Company with respect to its business which are included in the assets of the Company (the "**Inventory**") are in the physical possession of the

Company or in transit to or from a customer or supplier of the Company and no Inventory has been pledged as collateral or otherwise is subject to any Lien or is held on consignment from others. The Inventory reflected in the Financial Statements was, and the Inventory reflected on the Company books of account has been, determined and valued on a consistent basis. The Inventory was acquired or produced in the ordinary course of business.

2.16 Material Liabilities. As of the Closing Date, the Company will have no liabilities or obligations, whether accrued, absolute, contingent, known, unknown or otherwise (individually or in the aggregate).

2.17 Changes. Since the date of the 2018 Financial Statement, there have been no events or circumstances of any kind that have had or could reasonably be expected to result in a Material Adverse Effect. Without limiting the generality of the foregoing, there has not been or the Company has not:

(a) modified any Contract listed in Schedule 2.12 or terminated any Material Contract that if not terminated would have been listed therein;

(b) suffered any material damage, destruction or loss to any of its properties or assets (whether or not covered by insurance);

(c) satisfied or discharged any Lien or paid or incurred any obligation or liability in excess of Ten Thousand Dollars ($10,000);

(d) mortgaged, pledged, transferred a security interest in, or subjected to any Lien any of its properties or assets, except Liens for Taxes not yet due or payable and Liens that arise in the ordinary course of business and that do not materially impair the Company's ownership or use of such property or assets;

(e) entered into any loans or guarantees, to or for the benefit of its directors, shareholders, employees, or officers, or any members of their immediate families;

(f) sold, assigned, or transferred any material Company Intellectual Property;

(g) purchased, sold, leased, exchanged or otherwise disposed of or acquired any property or assets for which the aggregate consideration paid or payable is in excess of Ten Thousand Dollars ($10,000) in any individual or series of related transactions, except inventory in the ordinary course of business;

(h) changed its accounting practices or policies;

(i) made or changed any Tax election, adopted or changed any Tax accounting method, settled or compromised any Tax claim or assessment, entered into any closing agreement in respect of Taxes, filed any amended Tax Return, or consented to the waiver or extension of the limitations period for any Tax claim or assessment;

(j) disposed or agreed to dispose of any material properties or assets;

(k) canceled or forgiven without fair consideration any material Indebtedness or claims;

(l) issued any equity interests;

(m) granted options, warrants, calls or other rights to purchase or otherwise acquire equity interests or other securities;

(n) declared, set aside, made or paid any dividend or other distribution in respect of any of its equity interests;

(o) repurchased, redeemed or otherwise acquired any outstanding equity interests of the Company or other securities;

(p) transferred, issued, sold or disposed of any equity interests or other securities of the Company, or granted options, warrants, calls or other rights to purchase or otherwise acquire equity interests or other securities of the Company;

(q) commenced or settled any lawsuit by the Company, or been given notice of the commencement or settlement of any lawsuit or proceeding or other investigation, or the threat thereof, against the Company or relating to any of its businesses, properties or assets;

(r) entered into any agreement with any workers' representative organization, bargaining unit or Union;

(s) received written notice of any claim for wrongful discharge or any other unlawful employment or labor practice or action;

(t) incurred any Indebtedness or amendment of the terms of any outstanding Indebtedness, except for obligations to reimburse its employees for travel and business expenses incurred in the ordinary course of business consistent with past practices;

(u) changed its ordinary course cash management practices with respect to the collection of Receivables and payment of payables and other current Liabilities;

(v) hired or terminated any senior management-level employee, promoted, demoted or made any other change to the employment status or title of any officer or manager of the Company, or had any director or manager resign or be removed;

(w) increased or made any other change to the salary, employment status, title or other compensation (including equity based compensation) payable or to become payable by the Company to any of its officers, directors, employees or consultants, other than increases to base wages or salaries in the ordinary course of business;

(x) entered into any agreement, Contract or commitment for the grant by the Company of any severance, termination pay or bonus (in cash or otherwise) to any employee, including any officer or director;

(y) effected any recapitalization, reclassification, unit split or like change in the capitalization of the Company;

(z) entered into any new line of business or materially changed the operations or business plan for any existing line of business;

(aa) merged or consolidated with, or agreed to merge or consolidate with, or purchased or agreed to purchase all or substantially all of the assets of, or otherwise acquired or agreed to acquire, any business, business organization or division of any other Person;

(bb) amended the Company's articles of incorporation or bylaws; or

(cc) arranged or committed to take any of the foregoing actions described in this Section 2.17.

Notwithstanding anything to the contrary in this Section 2.17, Sellers hereby warrant and represent to Purchaser that any and all assets of the Company, other than the MMTC License, the Certificate of Nursery Registration, and those assets provided to the Company by Purchaser prior to the Closing, shall be sold, distributed or otherwise transferred by the Company prior to the Closing.

2.18 Employee Matters.

(a) As of the Effective Date, the Company employs the number of full-time employees and the number of part-time employees, and engages the number of consultants or independent contracts set forth in Schedule 2.18(a)(i). As of the Closing Date, the Company employs zero (0) full-time employees and zero (0) part-time employees, and engages zero (0) consultants or independent contractors except as otherwise set forth in Schedule 2.18(a)(ii). The Company has provided Purchaser a true, complete and accurate list (and has updated such list as of the Effective Date) of all Persons who are employees, consultants or independent contractors of the Company (including any employee on leave of absence), and for each such Person has provided the following, as applicable: (i) name; (ii) title or position; (iii) full-time or part-time basis; (iv) hire date; (v) current base compensation rate; (vi) commission, bonus, or other incentive-based compensation; and (vii) designation as either exempt or non-exempt from the overtime requirements of the Fair Labor Standards Act and applicable state Laws. Schedule 2.18(a)(i) and Schedule 2.18(a)(ii) sets forth a detailed description of all compensation, including applicable annual base salary or hourly rate, commission, bonus, incentive-based compensation, severance obligations and deferred compensation, paid or payable for each officer, employee, consultant and independent contractor of the Company who received compensation in excess of $35,000 for the fiscal year ended December 31, 2018, or is anticipated to receive compensation in excess of $35,000 for the fiscal year ending December 31, 2019.

(b) Schedule 2.18(b) sets forth any employment, consulting or professional services contract with any current employee or other Person providing services to Company providing for base compensation in excess of Thirty-Five Thousand Dollars ($35,000) per annum (excluding offer letters on Company's standard form in the ordinary course of business to its employees) or providing for payments upon the completion of any acquisition of the Company.

(c) None of the Company's employees is obligated under any Contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Company or that would conflict with the Company's business. Neither the execution or delivery of the Transaction Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as now conducted and as presently proposed to be conducted, will conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any Contract, covenant or instrument under which any such employee is now obligated.

(d) The Company is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation or remuneration for any service performed for it to the Effective Date, or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

(e) The Company will terminate all Company employees set forth on Schedule 2.18(a)(i) immediately prior to the Closing (such employees, the "**Terminated Employees**"). The employment of each employee of the Company is terminable at the will of the Company. Except as expressly required elsewhere in this Agreement or as set forth in Schedule 2.18(e) or as required by Law, upon termination of the employment of any employees of the Company, no severance or other payments will become due. Except as set forth in Schedule 2.18(e), the Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.

(f) The Company has not made any representations to employees regarding equity incentives to any officer, employee, director or consultant of the Company.

(g) To the Company's Knowledge, none of the Key Employees or directors of the Company has been (i) subject to voluntary or involuntary petition under the federal bankruptcy Laws or any state insolvency Law or the appointment of a receiver, fiscal agent or similar officer by a court for his or her business or property; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (iii) subject to any order, judgment or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him or her from engaging, or otherwise imposing limits or conditions on his or her engagement in any type of business; or (iv) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission to have violated any federal or state securities, commodities, or unfair trade practices Law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

(h) The Company is and has been in compliance in all material respects with all applicable Laws pertaining to employment, employment practices, terms and conditions of employment, labor relations, collective bargaining, worker classification, Tax withholding, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, meal and rest periods, immigration, employee safety and health, classification of employees as exempt or non-exempt from minimum wage and overtime compensation, payment of wages (including overtime compensation), compensation, hours of work, child labor, sick, vacation and other paid time off, leaves of absence, uniformed services employment and reemployment, workers' compensation insurance, and unemployment insurance, and in each case, with respect to employees: (i) has withheld and reported all amounts required by applicable Law or by agreement to be withheld and reported with respect to wages, salaries and other payments to employees, (ii) is not liable for any arrears of wages (including overtime compensation), severance pay or any taxes or any penalty for failure to comply with any of the foregoing, and (iii) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for Employees (other than routine payments to be made in the normal course of business and consistent with past practice).

(i) The Company is not a party to or bound by, nor has it ever been a party to or bound by, any union agreement or collective bargaining agreement or work rules or practices agreed to with any labor organization, trade union, works council, employee association or similar grouping of employee representation ("**Union**") representing any of its employees, and there are no Unions purporting to represent or, attempting to represent any employee. There are no representation hearings, grievances, arbitrations, unfair labor practice charges, or other labor disputes pending before the National Labor Relations Board or any similar Governmental Authority or, to Company's Knowledge, threatened against the Company.

(j) Within the past five (5) years, there have been no actions, suits, claims or administrative matters pending, threatened or reasonably anticipated against the Company or any of its employees relating to any employee, consultant, contractor, employee agreement, consulting agreement, or independent contractor agreement. There are no internal complaints or reports by any current or former employee, consultant, or independent contractor pursuant to the anti-harassment policy of the Company that are pending or under investigation. The Company is not a party to a conciliation agreement, consent decree or other agreement or order with any federal, state, or local agency or Governmental Authority with respect to employment practices.

(k) No Legal Proceeding has been filed or commenced against any the Company or, any employees thereof, that: (i) alleges any failure to comply with federal immigration Laws; or (ii) seeks removal, exclusion or other restrictions on (A) such employee's ability to reside and/or accept employment lawfully in the United States and/or (B) the continued ability of the Company to sponsor employees for immigration benefits. The Company maintains adequate internal systems and procedures to provide reasonable assurance that all employee hiring is conducted in compliance with all applicable Laws relating to immigration and naturalization. No audit, investigation, or other Legal Proceeding has been commenced against the Company at any time with respect to its compliance with applicable Laws relating to immigration and naturalization in connection with its hiring practices.

(l) The Company has not taken any action which would constitute a "plant closing" or "mass layoff" within the meaning of the WARN Act or similar state or local applicable Law, issued any notification of a plant closing or mass layoff required by the WARN Act or similar state or local applicable Law, or incurred any Liability or obligation under WARN or any similar state or local applicable Law that remains unsatisfied. No terminations of employment prior to the Closing would trigger any notice or other obligations under the WARN Act or similar state or local applicable Law.

(m) The Company does not have any material Liability with respect to any misclassification of: (a) any Person as an independent contractor rather than as an employee, (b) any temporary employee or employee leased from another employer, or (c) any employee currently or formerly classified as exempt from minimum and overtime wages.

(n) The consummation of the transactions contemplated by this Agreement will not: (i) make operative any bonus, incentive, deferred compensation, severance, termination, retention, change of control, stock option, stock appreciation, stock purchase, phantom stock or other compensation plan, program, arrangement, agreement, policy or understanding, whether written or oral, that provides or may provide benefits or compensation to any employees; (ii) result in (A) an increase in the amount of compensation or benefits of any of employees or (B) the acceleration of the vesting or timing of payment of any compensation or benefits payable to or in respect of any employees or (iii) result in a violation of or an impermissible accrual or allocation under applicable Laws, except, with respect to (i) and (ii), to the extent (and in the amounts) identified as Change of Control Payments on Schedule 2.18(n).

2.19 Employee Benefit Plans.

(a) Schedule 2.19(a) sets forth all Employee Benefit Plans. No Employee Benefit Plan is, and neither the Company nor any of its ERISA Affiliates sponsors, maintains, contributes to, has any obligation to contribute to, or has, sponsored, maintained, contributed to or had any obligation to contribute to a (i) "pension plan" under Section 3(2) of ERISA that is subject to Title IV of ERISA, (ii) a Multiemployer Plan, (iii) a "multiple employer plan" within the meaning of ERISA or an employee benefit plan subject to Section 413(c) of the Code or (iv) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(b) The Company has made all required contributions and has no liability to any such Employee Benefit Plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable Laws for any such employee benefit plan.

(c) With respect to each Employee Benefit Plan, the Company has made available to the Purchaser true and complete copies of (i) each Employee Benefit Plan (or, if not written, a written summary of its material terms), including without limitation all plan documents, trust agreements, insurance contracts or other funding vehicles and all amendments thereto, (ii) all summaries and summary plan descriptions, including any summary of material modifications (iii) the three (3) most recent annual reports (Form 5500 series) filed with the Department of Labor (with all schedules and attachments), (iv) the three (3) most recent actuarial reports or other financial statements relating to such Employee Benefit Plan, (v) the most recent determination or opinion letter, if any, issued by the Internal Revenue Service and any pending request for such a letter, (vi) the three (3) most recent nondiscrimination tests performed under the Code, (vii) all agreements or contracts with any service provider with respect to any Employee Benefit Plan and (viii) all filings made with any Governmental Authority, including but not limited to any filings under the Employee Plans Compliance Resolution System or the Department of Labor Delinquent Filer Program. Each Employee Benefit Plan complies in all respects in form, and has in operation been administered in all material respects in accordance with, its terms and all applicable Laws, including ERISA and the Code, and all contributions required to be made under the terms of any Employee Benefit Plan as of the date of this Agreement have been timely made or, if required but not yet due, have been properly reflected on the most recent consolidated balance sheet filed or incorporated by reference in the Financial Statements prior to the date of this Agreement. Except as set forth on Schedule 2.19(c), with respect to each Employee Benefit Plan, all tax, annual reporting and other governmental filings required by ERISA and the Code have been timely filed with the appropriate governmental entity and all material notices and disclosures have been timely provided to participants. With respect to the Employee Benefit Plans, no event has occurred and, to the Company's Knowledge, there exists no condition or set of circumstances in connection with which the Company could be subject to any material Liability (other than for routine benefit liabilities) under the terms of, or with respect to, such Employee Benefit Plans, ERISA, the Code or any other applicable Law. There are no pending audits or investigations by any governmental entity involving any Employee Benefit Plan, and no threatened or pending claims (except for individual claims for benefits payable in the normal operation of the Employee Benefit Plans), suits or proceedings involving any Employee Benefit Plan, any fiduciary thereof or service provider thereto. None of the Company, Sellers or any ERISA Affiliate has any Liability under Section 502 of ERISA. All contributions and payments to such Employee Benefit Plan are deductible under Sections 162 or 404 of the Code. No Employee Benefit Plan is, and none of the Company, any Seller, or any of its ERISA Affiliates sponsors, maintains, contributes to, has any obligation to contribute to, or has, sponsored, maintained, contributed to or had any obligation to contribute to a (i) "pension plan" under Section 3(2) of ERISA that is subject to Title IV of ERISA, (ii) a Multiemployer Plan, (iii) a "multiple employer plan" within the meaning of ERISA or an employee benefit plan subject to Section 413(c) of the Code or (iv) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(d) Each Employee Benefit Plan which is intended to qualify under Section 401(a) of the Code has either (i) received a favorable determination letter from the Internal Revenue Service as to its qualified status, or (ii) may rely upon a favorable prototype opinion letter from the Internal Revenue Service, and each trust established in connection with any Employee Benefit Plan which is intended to be exempt from federal income taxation under Section 501(a) of the Code is so exempt. To the Company's Knowledge, no fact or event has occurred that could cause the loss of the qualified status of any such Employee Benefit Plan or the exempt status of any such trust. Each Employee Benefit Plan can be amended, terminated or otherwise discontinued in accordance with its terms, without Liability (other than Liability for ordinary administrative expenses typically incurred in a termination event). Neither the Company, nor to the Company's Knowledge, any other person or entity has any express or implied commitment, whether legally enforceable or not, to modify, change or terminate any Employee Benefit Plan, other than with respect to a modification, change or termination required by ERISA or the Code.

(e) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, either alone or in combination with any other event, will (i) entitle any current or former employee, consultant or director or any group of such employees, consultants or directors to any payment of compensation; (ii) increase the amount of compensation or benefits due to any such employee, consultant or director; or (iii) accelerate the vesting, funding or time of payment of any compensation, equity award or other benefit. No amount that could be received (whether in cash, property, the vesting of property or otherwise) as a result of or in connection with the consummation of the transactions contemplated by this Agreement (either alone or in combination with any other event) or by any of the Transaction Agreements, by any employee, officer, director or other service provider of the Company who is a "disqualified individual" (as such term is defined in Treasury Regulation Section 1.280G-1) could be characterized as an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code).

(f) No Employee Benefit Plan provides any of the following retiree or post-employment benefits to any person: medical, disability or life insurance benefits.

(g) Each Employee Benefit Plan that is a "nonqualified deferred compensation plan" (within the meaning of Section 409A(d)(1) of the Code), if any, has been maintained and operated in documentary and operational compliance with Section 409A of the Code. No payment pursuant to any Employee Benefit Plan or other arrangement to any "service provider" (as such term is defined in Section 409A of the Code) would subject any person to tax pursuant to Section 409A of the Code, whether pursuant to this Agreement or otherwise.

2.20 Tax Returns and Payments.

(a) There are no Taxes due and payable by the Company which have not been timely paid (whether or not shown on any Tax Return). There are no accrued and unpaid Taxes of the Company which are due, whether or not assessed or disputed. The Company has duly and timely filed all Tax Returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to Taxes for any year.

(b) There are no Liens for Taxes (other than for current taxes not yet due and payable) on any assets of the Company or any Seller.

(c) Neither the Company nor any Seller has received any notice or received any other communication from any Governmental Authority that any Tax deficiency or delinquency has been asserted against Company. There is no unpaid assessment, proposal for additional Taxes, deficiency or delinquency in the payment of any of the Taxes of Company that has been asserted by any Governmental Authority through the Closing Date. No audit or other examination of any tax return of the Company is presently in progress, the Company has not received notice or received any other communication from any Governmental Authority that a Governmental Authority audit of the Company is pending or that such audit is threatened through the Closing Date. No adjustment relating to any tax return filed by the Company has been proposed by any Governmental Authority. The Company has not executed any waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax. The Company and Seller have complied with applicable Laws relating to Taxes.

(d) The Company (i) has never been a member of an affiliated or combined group filing a combined or unitary tax return for federal, state, local or foreign Tax purposes (except that the Company is treated for Tax purposes as a disregarded entity owned by any Seller), and (ii) has never been a party to any joint venture, partnership or other agreement that could reasonably be treated as a partnership for Tax purposes.

(e) The Company is not now, and at no time in the past has been, a party to or bound by a Tax-sharing, allocation or indemnification agreement or any similar arrangement.

(f) The Company has not participated in a transaction that either constitutes a "listed transaction" or a "reportable transaction" within the meaning of Section 6707A(c) of the Code or Treasury Regulation Section 1.6011-4(b) as of the Closing Date.

(g) No Seller is a "foreign person" as defined in Section 1445(f)(3) of the Code. The Company has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(h) The Company has not distributed equity of another entity, or has had its equity distributed by another entity.

(i) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of applicable Law with respect to state, local or foreign income Tax) executed on or prior to the Closing Date, (iii) installment sale or open transaction disposition made on or prior to the Closing Date, (iv) prepaid amount received on or prior to the Closing Date (v) utilization of a method of accounting other than the accrual method or (vi) election made pursuant to Section 108(i) of the Code on or prior to the Closing date.

(j) The Company is not subject to Tax in any country other than its country of incorporation or formation by virtue of having a permanent establishment or other place of business in such other country.

(k) There is no Contract, agreement, plan or arrangement to which the Company is a party, including the provisions of this Agreement, covering any Company employee or service provider, which, individually or collectively, could give rise to the payment of any amount that would not be deductible pursuant to Sections 280G or 404 of the Code.

(l) Neither the Company nor any Seller has been or to Company's and Sellers' Knowledge, will be subject to tax pursuant to Section 1374 or 1375 of the Code, including as a result of the transactions contemplated by this Agreement.

2.21 Insurance. The Company maintains insurance policies of a type and in an amount necessary to conduct its business on the Effective Date. All insurance policies are listed on Schedule 2.21. All such policies and bonds are in full force and effect, and all premiums due and payable thereon have been paid in full as and when due. Schedule 2.21 contains a list of all pending claims under such insurance policies or fidelity bonds, and any claims under such insurance policies or fidelity bonds as to which the insurers of such policies or issuers of such fidelity bonds have denied coverage.

2.22 Permits, Licenses, Accreditations and Authorizations.

(a) The Company holds, and is in compliance and good standing with, all franchises, bonds, permits, licenses, certificates, accreditations, and authorizations, and any similar authority necessary for the conduct of its business or contemplated business (collectively, "**Licenses**"), including, without limitation the MMTC License and the Certificate of Nursery Registration. All such Licenses, along with their respective identifying numbers, if any, are listed in Schedule 2.22 and are valid and in full force and effect, and the Company is not delinquent in the payment of any fees or Taxes associated therewith. The Company has provided Purchaser true, correct and complete copies of the Licenses, including all applications, proposed changes and amendments, renewals, documentation and correspondence received from any Governmental Authority relating to such Licenses.

(b) The Company has not received any notice of material violation in respect to any Licenses so identified, including but not limited to any citations for illegal activity or criminal conduct (whether by the Company or any Seller), and no investigation or proceeding is pending or, to the Company's Knowledge, threatened, that would reasonably be expected to result in the suspension, revocation, non-renewal or limitation or restriction of any such License. There are no circumstances (now existing or reasonably anticipated) that, with or without the passage of time, would cause the Company to be in default under any License, or cause the suspension, revocation, non-renewal or any limitation or restriction of any such License. Except as listed in Schedule 2.22, during the period beginning on the date of issuance of the MMTC License and ending on the first business day before the Effective Date, the Company (i) has not received any statement of deficiency or other notice from any Governmental Authority regarding non-compliance with Law and (ii) has not issued, or is otherwise a party to, any plans of correction. To the Company's Knowledge, there are no disciplinary actions pending against the Company with the Florida Department of Health or any other Governmental Authority, and the Company has timely responded to any deficiencies issued by the Florida Department of Health that were received by the Company at least one business day prior to the Effective Date.

(c) To the best of the Company's Knowledge, neither the execution of this Agreement nor the consummation of the transactions contemplated herein will impair or result in the cancellation, suspension, revocation, forfeiture, or nonrenewal of any of the Licenses.

2.23 Environmental and Safety Laws. (a) The Company is and has been in compliance with all Environmental Laws; (b) the Company is not the subject of any written decree, order, complaint, notice, citation or other communication relating to any actual, alleged, or potential violation of or failure to comply with any Environmental Law, nor is the Company subject to any actual or potential Liability under or pursuant to any Environmental Law; (c) there has been no release or, to Company's Knowledge, threatened release of any pollutant, contaminant or toxic or hazardous material, substance or waste or petroleum or any fraction thereof (each a "**Hazardous Substance**"), on, upon, into or from any site currently or heretofore owned, leased or otherwise used by the Company; (d) there have been no Hazardous Substances generated by the

Company that have been disposed of or come to rest at any site that has been included in any published U.S. federal, state or local "superfund" site list or any other similar list of hazardous or toxic waste sites published by any Governmental Authority; (e) the Company has not entered into any agreement with any Person regarding any Environmental Law, remedial action or other environmental Liability or expense; and (f) there are no underground storage tanks or landfills, surface impoundments or disposal areas located on, no polychlorinated biphenyls ("**PCBs**") or PCB-containing equipment used or stored on, and no hazardous waste as defined by the Resource Conservation and Recovery Act, as amended, stored on, any site owned or operated by the Company, except for the storage of hazardous waste in compliance with Environmental Laws. The Company has made available to Purchaser true and complete copies of all material environmental records, analyses, tests, reports, notifications, certificates of need, permits, pending permit applications, correspondence, engineering studies and environmental studies or assessments.

2.24 Brokers and Finders. Subject to the provisions of Section 6.14 below, neither the Company nor any Seller has any liability or obligation to pay any fees or commissions to any investment banker, broker, finder or agent with respect to the transactions contemplated by this Agreement.

2.25 Compliance with Laws Generally. The Company is not in violation in any material respect of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business as presently conducted or proposed to be conducted or the ownership of its properties, with the sole exception being federal Laws applicable to the sale of marijuana.

2.26 Disclosure. The Company and Sellers have made available to Purchaser all the information reasonably available to the Company and Sellers that Purchaser has requested for deciding whether to acquire the Purchased Shares, including certain of the Company's tax returns and financial statements and true and complete copies of all documents referenced in the Disclosure Schedule. No representation or warranty of any Seller nor the Company contained in this Agreement, as qualified by the Disclosure Schedule, and no certificate furnished or to be furnished to Purchaser at the Closing contains any untrue statement of a material fact or, to the Knowledge of the Company, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

2.27 Related Party Transactions. Except as set forth on Schedule 2.27, there is no Contract or Liability relating to the Company between (a) the Company on the one hand and (b) any equity holder, option holder, officer, member, partner or director of the Company or any Affiliate of any Seller (other than the Company), on the other hand. None of the Persons referred to in clauses (a) or (b) or any Family Member of the foregoing Persons possesses, directly or indirectly, any financial interest in or is a director, officer, manager or employee of any Person which is a client, supplier, customer, lessor, lessee, financial source or competitor or a potential competitor of the Company or its business or has any other commercial or business relationship with the Company. Ownership of securities of a company whose securities are registered under the Securities Exchange Act of 1934, as amended, of two percent (2%) or less of any class of such securities shall not be deemed to be a financial interest for purposes of this Section 2.27.

3. <u>Representations and Warranties of Purchaser and GGB</u>. Purchaser and GGB hereby represent and warrant to Sellers that:

3.1 <u>Existence and Qualification</u>. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, has the requisite power to own, manage, lease and hold its properties and to carry on its business as and where such properties are presently located and such business is presently conducted; and is duly qualified to do business and is in good standing in each of the jurisdictions where the character of its properties or the nature of its business requires it to be so qualified. GGB is a corporation duly organized, validly existing and in good standing under the Laws of the Province of Ontario, and has the requisite power to own, manage, lease and hold its properties and to carry on its business as and where such properties are presently located and such business is presently conducted; and is duly qualified to do business and is in good standing in each of the jurisdictions where the character of its properties or the nature of its business requires it to be so qualified, except where the failure to be so qualified shall not result in a Material Adverse Effect.

3.2 <u>Authorization</u>. Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which Purchaser is a party, when executed and delivered by Purchaser, will constitute valid and legally binding obligations of Purchaser, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies. GGB has full power and authority to enter into the Transaction Agreements to which it is a Party and to issue the Consideration Shares. The Transaction Agreements to which GGB is a party, and the transaction contemplated thereby have been duly authorized by all necessary corporate action of GGB and, when executed and delivered by GGB, will constitute valid and legally binding obligations of GGB, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.3 <u>Legal Proceedings</u>. There is no Legal Proceeding pending or, to Purchaser's Knowledge, currently threatened before any Governmental Authority seeking to restrain Purchaser or prohibit its entry into this Agreement or prohibit the Closing, or seeking damages against Purchaser or its properties as a result of the consummation of this Agreement. There is no Legal Proceeding pending or, to GGB's Knowledge, currently threatened before any Governmental Authority seeking to restrain GGB or prohibit its entry into this Agreement, or prohibit the Closing, or seeking damages against GGB or its properties as a result of the consummation of this Agreement.

3.4 <u>Solvency</u>. Purchaser is solvent for all purposes under federal bankruptcy and applicable state fraudulent transfer and fraudulent conveyance laws, and the transactions contemplated hereby will not render Purchaser insolvent under any of such laws and will not constitute a fraudulent transfer of conveyance under such Laws.

3.5 Consideration Shares. GGB has full power and authority to issue the Consideration Shares and the Note, and the Consideration Shares and any Shares issued in accordance with the conversion provisions of the Note shall be duly authorized, validly issued, fully paid and non-assessable and are not subject to any preemptive or other rights of any person to acquire any securities of GGB.

3.6 Available Funds. Purchaser shall have, as of the Closing Date, a sufficient amount of cash, lines of credit or other sources of immediately available funds to pay the Purchase Price to Sellers and to make all other payments required by it in connection with the transactions contemplated hereunder and to pay all of its related fees and expenses.

3.7 Brokers and Finders. Subject to the provisions of Section 6.14 below, Purchaser has no liability or obligation to pay any fees or commissions to any investment banker, broker, finder or agent with respect to the transactions contemplated by this Agreement.

3.8 Disclosure. No representation or warranty of Purchaser contained in this Agreement, and no certificate furnished or to be furnished to Sellers or the Company at the Closing contains any untrue statement of a material fact or, to the Knowledge of Purchaser, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading under the circumstances under which they were make.

4. Conditions to Purchaser's Obligations at Closing. The obligations of Purchaser to purchase the Purchased Shares at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions, unless otherwise waived in writing by Purchaser:

4.1 Representations and Warranties. The material representations and warranties of the Company and Sellers contained in Section 2 shall be true and correct in all respects as of the Closing.

4.2 Performance. The Company and Sellers shall have performed and complied with all material covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Company and the Sellers on or before such Closing.

4.3 Material Adverse Effect. There shall not have occurred a Material Adverse Effect as to the Company since the Effective Date.

4.4 No Proceedings or Injunctions. There shall be no action, suit, claim, order, or Legal Proceeding pending or threatened in writing, or injunction granted, against any Seller or the Company, their respective properties or any of their respective officers, directors, managers or subsidiaries, restraining or prohibiting the sale of the Purchased Shares or the other transactions contemplated by the terms of this Agreement.

4.5 Qualifications.

(a) All authorizations, approvals or permits, of any Governmental Authority or of any state that are required in connection with transactions contemplated by this Agreement, including, without limitation, the Government Consents shall be obtained and effective as of such Closing.

(b) Purchaser (and to the extent required, its principal(s)) shall have received notice from the applicable government authority(ies) that it/they passed the Background Check.

4.6 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to Purchaser, and Purchaser (or its counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested. Such documents may include good standing certificates.

4.7 Due Diligence. The Due Diligence Confirmation Period has expired and Purchaser has confirmed in writing to Representative that Purchaser has completed to its full and absolute satisfaction its due diligence review of the Seller Companies or otherwise relating to this transaction.

4.8 Disclosure Schedules. The Disclosure Schedules shall be true and correct as of the Effective Date and the date of Closing.

4.9 Employee Benefit Plans and Insurance Policies. At or before the Closing, the Company shall have terminated, and provided to Purchaser evidence of termination in form and substance reasonably satisfactory to Purchaser of, each of the Employee Benefit Plans listed on Schedule 2.19(a) and each of the insurance policies listed on Schedule 2.21.

4.10 Closing Deliverables of the Company and Sellers. At or before the Closing, the Company, Representative and/or Sellers, as applicable, shall duly execute (where appropriate) and deliver to Purchaser the following, which shall be deemed to be executed simultaneously with the Closing:

(a) the Stock Power executed by each Seller;

(b) the Restrictive Covenant and General Release Agreement executed by each Seller;

(c) a Lease in the form attached hereto as Exhibit D, executed by the landlord set forth therein;

(d) the Security Agreement, executed by Representative;

(e) evidence of receipt of all Consents to consummate the transactions contemplated hereby, each in form and substance reasonably acceptable to Purchaser;

(f) a certificate executed by the secretary or another officer of the Company, dated as of the Closing Date, certifying as to (i) the incumbency of the officers of the Company executing the Transaction Agreements, and (ii) copies of the Company's articles of incorporation, as amended, certified by the Secretary of State of the Florida;

(g) a certificate validly executed by Representative on Sellers' and the Company's behalf, to the effect that, as of the Closing, the conditions to the obligations of Purchaser set forth in Section 4.1; Section 4.2, Section 4.3 and Section 4.4 have been satisfied (unless otherwise waived in accordance with the terms hereof);

(h) an affidavit described in Section 1445(b)(2) and Section 1446(f)(2) of the Code from each Seller in form and substance reasonably satisfactory to Purchaser;

(i) payoff letters or other documentary evidence, in each case, in form and substance satisfactory to Purchaser, with respect to the repayment of all Indebtedness;

(j) evidence satisfactory to Purchaser of the release of all Liens on any of the Purchased Shares or any of the assets or properties of the Company;

(k) a Lock-Up Agreement, executed by each Seller, Seller Affiliate or Person receiving Consideration Shares, as the case may be;

(l) an accredited investor statement from each Person receiving Consideration Shares;

(m) a release agreement in favor of the Company executed by each Terminated Employee in form and substance satisfactory to Purchaser; and

(n) such other documents and/or instruments as may be reasonably requested by Purchaser, in form and substance acceptable to Purchaser.

5. Conditions to Seller's Obligations at Closing. The obligation of Sellers to sell the Purchased Shares to Purchaser at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by Representative:

5.1 Representations and Warranties. The material representations and warranties of Purchaser contained in Section 3 of this Agreement shall be true and correct in all respects as of such Closing.

5.2 No Injunctions. There shall be no injunction granted against Purchaser, its properties or any of its officers, directors, managers or subsidiaries restraining or prohibiting the purchase of the Purchased Shares or the other transactions contemplated by the terms of this Agreement.

5.3 Performance. Purchaser shall have performed and complied with all material covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by Purchaser on or before such Closing.

5.4 Qualifications. All authorizations, approvals or permits, if any, of any Governmental Authority that are required in connection with the transactions contemplated by this Agreement shall be obtained and effective as of the Closing.

5.5 Closing Deliverables of Purchaser. At the Closing, (i) Purchaser and GGB shall deliver to the Sellers the Closing Cash Purchase Price, the Consideration Shares and the Note, and (ii) Purchaser shall duly execute (where appropriate) and deliver to Representative the following, which shall be deemed to be executed simultaneously with the Closing:

(a) the Security Agreement, executed by GGB;

(b) a certificate validly executed by an officer or manager of Purchaser, to the effect that, as of the Closing, the conditions to the obligations of Sellers set forth in Section 5.1, Section 5.2 and Section 5.3 (solely in respect to Purchaser) have been satisfied (unless otherwise waived in accordance with the terms hereof); and

(c) a certificate executed by the secretary or another officer of Purchaser, dated as of the Closing Date, certifying as to (i) the incumbency of the officers of Purchaser executing the Transaction Agreements, and (ii) copies of Purchaser's Certificate of Formation and governing documents, as amended and in effect on the Closing Date, certified by the Secretary of State for the State of Delaware.

6. Pre-Closing Covenants and Other Agreements.

6.1 Government Consents. From and after the Effective Date, the Company and Sellers, shall promptly and diligently prepare, file (after review and approval thereof by Purchaser) and pursue any and all applications, registrations, qualifications, designations, declarations or other filings which, in the opinion of Purchaser, are required for Purchaser and/or the Company to receive all necessary or advisable consents, approvals, orders or authorizations of, or to otherwise comply with the Laws of any Governmental Authority (collectively, "**Government Consents**") with respect to the transactions contemplated by this Agreement, including, but without limitation, Purchaser's acquisition of the ownership interest in the Company and, consequently, its Licenses. From and after the Effective Date, Purchaser shall promptly and diligently prepare, file and pursue any and all applications, registrations, qualifications, designations, declarations or other filings which are required for Purchaser and/or the Company to receive all Government Consents with respect to the transactions contemplated by this Agreement, including, but without limitation, Purchaser's acquisition of the ownership interest in the Company and, consequently, its Licenses, including the MMTC License. In accordance with the provisions of Section 381.986(e)1., Florida Statute and Florida Administrative Code Section 64-4.018, Purchaser shall complete and file Form 048018-OMMU-11/18, Medical Marijuana Change of Ownership Application, and any other applications necessary to effect the transactions contemplated hereunder (the "**Applications**") with the Florida Department of Health, Office of Medical Marijuana Use, or other applicable government agency. Sellers and the Company shall fully cooperate with Purchaser in the filing of the Applications.

6.2 Background Screening. As soon as reasonably practicable, Purchaser shall (and to the extent required, shall cause its principal(s) to) submit to a level 2 background screening in accordance with Section 381.986(9), Florida Statute (the "**Background Check**").

6.3 Due Diligence Requests; Disclosure Schedules.

(a) Sellers shall use commercially reasonable efforts to deliver, or cause to be delivered, all responsive due diligence materials with respect to the Company, including without limitation the MMTC License, as requested in the DD Request List, not later than May 10, 2019.

(b) Prior to the Closing, Representative and the Company shall promptly respond to all supplemental due diligence requests communicated by Purchaser or its counsel in writing, and in no event later than two (2) business days from such request(s) to the extent commercially reasonable. No later than the Effective Date, all Disclosure Schedules of the Company and Sellers shall be delivered to Purchaser in a form satisfactory to Purchaser, which Disclosure Schedules shall be true and correct as of the Effective Date, the date of delivery, and the Closing Date.

6.4 Negative Covenants of the Company. Notwithstanding anything else in this Agreement to the contrary, between the Effective Date and the Closing Date (the "**Pre-Closing Period**"), the Company shall not (and Sellers shall not permit or cause the Company to) do any of the following acts without the prior written consent of Purchaser in its sole discretion:

(a) enter into any debt financing or other loan transaction, whether as a debtor, creditor, guarantor or otherwise;

(b) take any action, or fail to take any action, that would result in the imposition of a Lien on any of the assets of the Company or the issuance by the Florida Department of Health of a notice of deficiency;

(c) propose, authorize, enter into, ratify, amend or modify, any agreement, understanding, instrument, Contract or proposed transaction, or any group or related agreements, understandings, instruments, contracts or proposed transactions, (i) with respect to any service provider or (ii) that involve (individually or in the aggregate, contingent or otherwise) obligations of, or payments to, the Company (x) in excess of Ten Thousand and No/100 Dollars ($10,000.00) annually or over the lifetime of such agreement, understanding, instrument, Contract or proposed transaction, or (y) are outside the ordinary course of business;

(d) enter into any cannabis service provider contracts;

(e) issue any equity interests in the Company (or any options, warrants or other securities, including securities exercisable, exchangeable or convertible into equity interests);

(f) alter or change the rights, preferences or privileges of Company's equity interests;

(g) increase or decrease the number of authorized securities of the Company;

(h) redeem or repurchase any equity interests;

(i) amend the Company's governing documents;

(j) take any action that would restrict, inhibit or adversely affect the ability of the Company to: (i) conduct its business as presently conducted or proposed to be conducted, or

(ii) perform all of its duties and obligations under this Agreement, or (iii) truthfully make any of the representations and warranties set forth in Section 2 as of the Closing;

(k) approve or cause the Company to engage in any consolidation, exchange or merger of the Company with or into any other corporation or other entity or Person, or any other corporate reorganization,

(l) sell, lease or otherwise dispose of any of the assets of the Company, other than inventory in the ordinary course of business;

(m) make or agree to make any capital expenditures or incur any Liabilities that (i) exceed Ten Thousand and No/100 Dollars ($10,000.00) in the aggregate or (ii) are outside the ordinary course of business;

(n) approve, file, consent to or acquiesce in the filing of any bankruptcy or bankruptcy action by the Company, or any assignment for the benefit of the Company's creditors;

(o) authorize or enter into any agreement, transaction or other arrangement between the Company, on one hand, and any member, manager, officer, or Affiliate of the Company, or any family member or Affiliate of any of the foregoing Persons, on the other hand;

(p) declare or make any distributions to any shareholder of the Company;

(q) enter into, approve or amend any employment or consulting agreements;

(r) make any material change to its accounting methods, principals, or practices, except as required by GAAP;

(s) change the Company's ordinary course of cash management practices with respect to the collection of Receivables and payment of payables and other current Liabilities;

(t) adopt any Employee Benefit Plan;

(u) except for normal and customary wages and salaries in the ordinary course of business, pay or approve any compensation or reimbursements payable to any shareholder, director, Affiliates or officers of the Company;

(v) authorize or grant any equity compensation to any Person;

(w) change the number of director of the Company;

(x) approve a name change or conversion of the Company's corporate status;

(y) make or change any material Tax election, adopt or change any Tax accounting method, enter into any closing agreement in respect of Taxes, settle any Tax claim or assessment, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or amend any Tax Return unless a copy of such amendment has been made available for review a reasonable time prior to filing and Purchaser has approved such amendment;

(z) take any action that would restrict, inhibit or adversely affect the Company's ability to maintain in good standing any surety bond, irrevocable letter of credit payable, or cash set aside on behalf of Company in connection with the Licenses as required by and pursuant to Law;

(aa) approve or permit Seller to sell or otherwise transfer, directly or indirectly, any of its equity interests in the Company, or recognize any such sale or transfer as valid, or recognize any transferee in such sale or transfer as a shareholder of the Company;

(bb) require or accept, directly or indirectly, any capital contributions from any shareholder or any other Person;

(cc) dissolve;

(dd) form any subsidiary or joint venture of the Company; or

(ee) request the approval of the Florida Department of Health for any amendments or modifications to its current Licenses, key personnel, or any other amendment or modification to its grant of cultivation authority, including contracts or licenses for products, services or assistance with the cultivation, processing and/or dispensing of marijuana.

Notwithstanding anything to the contrary in this Section 6.4, Purchaser hereby expressly acknowledges and agrees that any and all of the assets of the Company, other than the MMTC License and those assets provided to the Company by Purchaser prior to the Closing, shall be sold, distributed or otherwise transferred by the Company prior to the Closing, and that none of such actions shall be deemed to be in violation of this Section 6.4.

6.5 Affirmative Obligations of the Company. Except as required by the terms of this Agreement or as approved by the prior written consent of Purchaser in its sole discretion, at all times during the Pre-Closing Period, the Company will, to the extent reasonably requested by Purchaser, make its executives, directors and employees available in accordance with Section 6.7 of this Agreement.

6.6 Surety Bond. The Company shall (and Sellers shall cause the Company to), at Purchaser's sole cost and expense, continue to maintain in good standing any and all surety bonds, irrevocable letters of credit payable, or set asides of cash on behalf of Company, in connection with the Licenses as required by and pursuant to Law. The Purchaser shall, at Purchaser's sole cost and expense, continue to maintain in good standing any and all surety bonds, irrevocable letters of credit payable, or set asides of cash on behalf of the Company, in connection with the Licenses as required by and pursuant to Law.

6.7 Due Diligence Assistance. During the Pre-Closing Period, the Company and Sellers agree to promptly provide Purchaser and Purchaser's Advisors (i) all such documentation and information and answer all questions that Purchaser or Purchaser's Advisors may reasonably request regarding the Company and Seller (including, without limitation, regarding its Licenses) to enable Purchaser and Purchaser's Advisors to continue evaluating the suitability and desirability of consummating the transactions contemplated by this Agreement and (ii) upon reasonable advance notice from Purchaser, afford Purchaser and its directors, officers, employees, agents, consultants and reasonable access during normal business hours to all of its properties, Books and Records, contracts and personnel as Purchaser may reasonably request. Without limiting the generality of the foregoing, the Company and Seller shall promptly and diligently provide Purchaser with documents, information and answers to questions regarding (i) the Licenses, including but not limited to the validity thereof, (ii) the existence of any deficiencies or Liens with respect to the Licenses, (iii) the Company's application for any additional licenses, (iv) the suitability of any real estate upon which the Company conducts or proposes to conduct its business, including, without limitation, the conformance and compliance of such real estate with all applicable state and local Laws, rules, ordinances, codes and regulations.

6.8 Company Meetings. During the Pre-Closing Period, the Company shall invite Purchaser (or its designee(s)) to participate in all meetings of the Company, its directors and/or shareholders, and the Company shall provide Purchaser (and its designee(s)) with all documentation the Company provides to its directors and/or shareholders in connection with any such meeting; *provided, however*, that Purchaser and its designee(s) shall be required to maintain any such documentation or information disclosed at such meetings in confidence, unless required to be disclosed by Law or as otherwise needed to its representatives or legal, accounting or other professionals in connection with this transaction.

6.9 No Other Negotiations. During the Pre-Closing Period, no Seller nor the Company, directly or indirectly, shall pursue, solicit, entertain or otherwise consider or encourage (including by way of furnishing information) any offers, inquiries or negotiations with third parties to enter into any transaction which concerns the subject matter of this Agreement, including without limitation, the purchase and sale of any License, the assets of the Company (except in the ordinary course of business consistent with past practice), the purchase and sale of any ownership interest in or a change of control of any Seller Company (it being understood that Purchaser and its Affiliates shall not be restricted from engaging in any of these activities).

6.10 Press Release. Representative, on the one hand, and Purchaser, on the other hand, shall (a) reasonably consult with each other before issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement, (b) provide to the other for review a copy of any such press release or public statement, (c) not issue any such press release or make any such public statement prior to such consultation and review and the receipt of the prior consent of the other, unless required by applicable Law, and (d) shall in no event disclose the consideration being paid by Purchaser to Sellers for the Shares, to any third party, unless required by applicable Law.

6.11 MMTC License Performance Bond. The Parties acknowledge and agree that Purchaser has posted the Performance Bond. In the event that Purchaser elects to terminate this Agreement, pursuant to Section 8.20(a), Sellers shall (or cause the Company to) replace the Performance Bond previously posted by Purchaser within fifteen (15) business days following the date of termination of this Agreement. Sellers and the Company acknowledge that their failure to replace the Performance Bond shall be treated as a material breach of this Agreement, and shall survive termination.

6.12 Indemnification. Purchaser hereby agrees to indemnify and hold Sellers and the Company harmless from any and all Losses incurred by Sellers or the Company under the

General Agreement of Indemnity entered into with Hudson Insurance Group in connection with procuring the Performance Bond, except to the extent that such Losses arise from or relate to any intentional action or inaction by any of Sellers or the Company.

6.13 Premium. Purchaser hereby agrees to be solely liable for any and all premiums due with respect to the Performance Bond.

6.14 Brokerage Fees. The Parties acknowledge and agree that no brokerage fees are due with respect to the transactions contemplated under this Letter. Notwithstanding the foregoing, any brokerage fees relating in any way to the transactions contemplated hereunder shall be the sole responsibility and obligation of Purchaser; provided, however, that such brokerage fees pertain to no more than one (1) claim of right to such fees.

7. At-Closing and Post-Closing Covenants and Other Agreements.

7.1 Indemnification. The indemnification provisions in this Section 7.1 shall be in addition to any indemnification otherwise provided for in this Agreement or available at Law.

(a) Subject to the provisions of this Section 7, Sellers, jointly and severally, agree to indemnify, defend and hold harmless Purchaser and, following the Closing, the Company, and their respective Affiliates, partners, officers, directors, members, managers, employees, agents and representatives (collectively, "**Purchaser Indemnitees**") from and against any and all Losses (as defined in Section 7.4 below) arising out of or otherwise associated with:

(i) any breach or inaccuracy of any representation or warranty of the Company or any Seller contained in the Transaction Agreements;

(ii) any breach or nonfulfillment of any covenant, agreement or other obligation of the Company, any Seller, or Representative under the Transaction Agreements;

(iii) any Pre-Closing Taxes;

(iv) any matter or conduct related to the Company that occurred prior to the Closing; and

(v) any acts or omissions of the Company or any Seller, whether previously or hereinafter occurring through Closing, involving the business, finances or operations (including contemplated) of the Company.

(b) Subject to the provisions of this Section 7, Purchaser agrees to indemnify, defend and hold harmless the Sellers and, prior to the Closing, the Company, and their Affiliates, partners, officers, directors, members, managers, employees, agents and representatives (the "**Seller Indemnities**") from and against any and all Losses arising out of or otherwise associated with:

(i) any breach or inaccuracy of any representation or warranty of Purchaser contained in the Transaction Agreements;

(ii) any breach or nonfulfillment of any covenant, agreement or other obligation of Purchaser under the Transaction Agreements; and

(iii) any matter or conduct of the Company or Purchaser that occurs after the Closing.

7.2 Survival. All the representations and warranties contained in this Agreement shall survive the Closing for a period of two (2) years, at which time such representations and warranties and any cause of action or indemnification claim based thereon will terminate. Notwithstanding the foregoing, the representations and warranties set forth in (i) Section 2.1, (ii) Section 2.2(a), (iii) Section 2.3, (iv) Section 2.4, (v) Section 2.5, (vi) Section 2.22, (vii) Section 2.24, and (viii) Section 2.27 (collectively, the "**Fundamental Representations**") shall survive indefinitely. All covenants and agreements contained in this Agreement shall survive the Closing Date in accordance with their terms. Notwithstanding the foregoing to the contrary, no time limit shall apply for indemnification or other actions arising from fraud, willful misconduct or intentional misrepresentation.

7.3 Certain Limitations on Indemnification Obligations.

(a) The aggregate amount of Losses for which the Sellers and the Company collectively shall be liable to the Purchaser Indemnities for indemnification payments under Section 7.1(a)(i) above shall not exceed an amount equal to the Purchase Price received by Sellers (the "**Cap**"). Notwithstanding the foregoing, the Cap shall not apply to indemnification claims by the Purchaser Indemnities under any of the Fundamental Representations or any claims based upon fraud, willful misconduct or intentional misrepresentation by the Sellers or the Company, in each case with respect to which the Purchaser Indemnities shall be entitled to receive indemnification for all Losses from the Sellers and, if prior to the Closing, the Company, on a joint and several basis.

(b) The aggregate amount of Losses for which Purchaser shall be liable to the Seller Indemnities for indemnification payments under Section 7.1(b)(i) above shall not exceed the Cap. Notwithstanding the foregoing, the Cap shall not apply to indemnification claims by the Seller Indemnities based upon the fraud, willful misconduct or intentional misrepresentation of the Purchaser, in each case with respect to which the Seller Indemnities shall be entitled to receive indemnification for all Losses.

(c) Purchaser Indemnitees shall not be entitled to indemnification for any Losses under Section 7.1(a)(i) above until the aggregate amount of all Losses incurred by the Purchaser Indemnitees exceeds $250,000.00 (the "**Threshold Amount**"), in which case the Purchaser Indemnitees shall be entitled to indemnification for all Losses.

(d) Seller Indemnitees shall not be entitled to indemnification for any Losses under Section 7.1(b)(i) until the aggregate amount of all Losses incurred by the Seller Indemnitees exceeds an amount equal to the Threshold Amount, in which case the Seller Indemnitees shall be entitled to indemnification for all Losses.

(e) The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its representatives) or by reason of the fact that the Indemnified Party or any of its representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition hereunder.

7.4 Losses.

(a) As used herein, the term "**Losses**" refers to any loss, damage, deficiency, claim, cause of action, settlement, judgment, assessment, lien, demand, award, fine, penalty, Taxes, fee, deficiency, cost or expense (including reasonable attorney's fees associated therewith) of any nature incurred or suffered based on a breach of (or non-compliance with) any of the representations, warranties, covenants or obligations set forth herein, excluding consequential, indirect, incidental, special, exemplary or punitive losses, losses based on a diminution in value or losses based upon application of a multiple or lost profits, unless such losses are contained in a Third Party Claim (or judgment or settlement related thereto).

(b) The amount of any Losses for which indemnification is payable under this Section 7 shall be calculated net of any amounts actually recovered by the Seller Indemnities or Purchaser Indemnities, as the case may be, for such Losses under any applicable third party insurance policies (excluding self-insurance arrangements) or from any third party alleged to be responsible therefor, less the costs and expenses incurred by the Seller Indemnities or Purchaser Indemnities, as the case may be, to collect any such insurance proceeds or other amounts (including reasonable attorneys' fees and expenses and, in the case of insurance proceeds, any deductibles, co-payments or self-insured retentions, any increases in premium or any retroactive premium adjustments directly related to obtaining such insurance proceeds), it being agreed and understood that none of the Seller Indemnities or Purchaser Indemnities, as the case may be, shall have any obligation to seek recovery under any insurance policy prior to making any claim for indemnification hereunder.

(c) If the Party or Parties being indemnified under this Section 7 (the "**Indemnified Party**") receives any amounts under applicable third party insurance policies, or from any other third party alleged to be responsible for any Losses, subsequent to receiving an indemnification payment from such Party indemnifying the Indemnified Party hereunder (the "**Indemnifying Party**"), then the Indemnified Party shall promptly reimburse the Indemnifying Party for any such indemnification payment up to the amount received by the Indemnified Party from such insurance policies or other third party, net of any costs and expenses incurred by the Indemnified Party in collecting any such insurance proceeds or other amounts (including reasonable attorneys' fees and expenses and, in the case of insurance proceeds, any deductibles, co-payments or self-insured retentions, any increases in premium or any retroactive premium adjustments directly related to obtaining such insurance proceeds).

7.5 Tax Treatment. Unless otherwise required by applicable law, all indemnification payments will constitute adjustments to the Purchase Price for all Tax purposes, and no party will take any position inconsistent with such characterization.

7.6 Set-off; Ordering Rules. If any Purchaser Indemnitee incurs any Losses pursuant to Section 7.1(a) prior to the payment in full of the balance under the Note, Purchaser

Indemnitees shall first set-off such Losses against the balance under the Note due to Representative and/or the Sellers prior to seeking indemnification from the Sellers, subject in each case to the limitations set forth in this Section 7.

7.7 Exclusive Remedies. EXCEPT AS MAY BE EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT, THE REMEDIES PROVIDED IN THIS SECTION 7 SHALL BE THE EXCLUSIVE MONETARY REMEDIES OF THE PARTIES AND THEIR HEIRS, SUCCESSORS AND ASSIGNS AFTER THE CLOSING WITH RESPECT TO THIS AGREEMENT, EXCEPT FOR (A) ACTIONS FOR SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF OR OTHER EQUITABLE RELIEF, AND (B) CLAIMS FOR FRAUD, INTENTIONAL MISREPRESENTATION, OR WILLFUL MISCONDUCT, IN WHICH CASE THE OTHER PARTY(IES) SHALL HAVE ALL RIGHTS AND REMEDIES AVAILABLE TO THEM UNDER THIS AGREEMENT AND AVAILABLE AT LAW OR IN EQUITY.

7.8 Closing Documents. At the Closing, the Company, Sellers, and/or Representative, as applicable, agree to deliver and/or provide all the documents or instruments identified in Section 4.10.

7.9 Post-Closing Employment Matters. From and after the Closing, the Company shall not be required to continue employing any Persons employed by the Company as of the date of Closing.

7.10 Satisfaction of Insider Debt. As of the Closing, all insider debt of the Company (i.e., any loan payable or other Indebtedness owed by the Company to a shareholder or any of its respective Affiliates) shall have been satisfied in full at Closing without any obligation or Liability to Purchaser. The Company, Sellers and Representative hereby agree to do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the Purchaser may reasonably request in order to carry out the intent and accomplish the purposes of this Section 7.10.

7.11 Retirement of Other Indebtedness. At Closing, the Company, Sellers and/or Representative shall cause, on terms and conditions reasonably acceptable to Purchaser, all outstanding Indebtedness of the Company, including, without limitation, any insider debt, to be fully paid-off and retired out of the Purchase Price. Simultaneously with the Closing, the Company shall, or shall have filed, all contracts, instruments, certificates and other documents, in form and substance reasonably satisfactory to Purchaser, that are necessary or appropriate to effect the release of all Liens related to the Indebtedness or otherwise required to be released by Purchaser.

7.12 Tax Returns. Sellers shall prepare, or cause to be prepared, and shall timely file, or cause to be timely filed, all Tax Returns of or with respect to the Company that are required to be filed after the Closing Date for Pre-Closing Tax Periods. All such Tax Returns for Pre-Closing Tax Periods shall be provided to Purchaser for its review and comment prior to filing. All Pre-Closing Taxes shall be paid by Sellers. Purchaser shall prepare, or cause to be prepared, and shall timely file, or cause to be timely filed, all Tax Returns due after the Closing Date that involve Straddle Periods or Post-Closing Tax Periods. All Tax Returns for Straddle Periods shall be provided to Representative for his review and comment prior to filing. All Post-Closing Taxes shall be paid by Purchaser. All transfer, documentary, sales, use, stamp, value added, goods and services, excise, registration and other similar taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement ("**Transfer Taxes**") shall be borne fifty percent (50%) by Sellers and fifty percent (50%) by Purchaser, regardless of which party is responsible for the payment of such Transfer Taxes. The Party required by applicable Law to do so shall timely prepare, or cause to be prepared, and file, or cause to be filed, all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges, and if required by Law, the other Party will and will cause its affiliates to, join in the execution of any such Tax Returns and other documentation. Each Party shall cooperate in providing any certificates or other documents required to reduce the Transfer Taxes.

8. Miscellaneous.

8.1 Confidentiality. Unless otherwise expressly set forth elsewhere herein, each Party agrees to keep the terms and conditions of this Agreement, and any confidential information that such Party receives from any other Party hereto as a result of this Agreement, strictly confidential, with only the six (6) following exceptions: (i) as disclosure may be required by Law, regulation or to enforce the terms of this Agreement; (ii) to secure tax, financial or legal advice from a professional tax consultant, financial advisor, accountant, banking officer or attorney; (iii) in the event that a Party sues on this Agreement or otherwise requires this Agreement to defend itself in a lawsuit, that Party may disclose this Agreement to and/or file it with the Court; (iv) this Agreement may be disclosed by a Party to its own spouse, members, managers, directors, insurance agents, insurance brokers, insurers, attorneys and advisors who need to know and agree to be bound by the confidentiality provisions herein (with such disclosing Party bearing all Liability for any such disclosure by any such Person); (v) any Party may disclose the existence of this Agreement to any Person, but not its terms; and (vi) this Agreement and any confidential information may otherwise be disclosed to any Person with the written consent of all Parties hereto (as it pertains to this Agreement) and the disclosing Party(ies) (as it pertains to confidential information). In the case of a legal, quasi-legal, agency, or executive investigation or action, each of the Parties agrees to notify the other Parties within a reasonable amount of time (but no later than fourteen (14) days (or fewer days, if warranted under the circumstances)) if they receive notice of an order, request, or action from any person, entity, court, administrative body, or governmental entity requesting or requiring the production or disclosure of any document or information subject to confidentiality pursuant to this Section 8.1, so that an affected Party may appear and oppose such order, request, or action.

8.2 Costs and Expenses. Each of Party to this Agreement shall bear his or its own Transaction Expenses; *provided, however*, that Seller shall be responsible for and shall discharge all Company Transaction Expenses.

8.3 No Invalidity due to Federal Law. The Parties agree and acknowledge that this Agreement may not be terminated or challenged as illegal by any of them on account of any federal Law that prohibits the cultivation, processing, or sale of marijuana.

8.4 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. This Agreement may not be assigned by any party except with the prior written consent of the other parties hereto; provided, however, that Purchaser may assign this Agreement to its Affiliate, so long as Purchaser remains liable for its obligations hereunder. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns or the indemnified parties in Section 7 any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.5 Governing Law. This Agreement shall be governed by the internal Law of the State of Florida, without regard to conflict of Law principles.

8.6 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature) or other commonly recognized transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.7 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt, in each case to the intended recipient as set forth below:

if to the Company (prior to Closing) or Sellers:	Spring Oaks Greenhouses, Inc. 17232 Lake Street Umatilla, Florida 32784 Attn: Stanley W. Harris Email: haloh20@embarqmail.com with a copy (which will not constitute notice) to: Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A. 420 S. Orange Avenue, Suite 700 Orlando, Florida 32801 Attn: Stephen R. Looney Email: SLooney@deanmead.com
if to Purchaser or GGB:	Green Growth Brands, Inc. 4300 E. Fifth Avenue

Columbus, Ohio 43219
Attn: Peter Horvath
Kent Kiffner
Email: PHorvath@greengrowthbrands.com
KKiffner@greengrowthbrands.com

with a copy (which will not constitute notice) to:

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, Florida 33131
Attn: Ari Gerstin
Sean Coyle
Email: Ari.Gerstin@akerman.com
Sean.Coyle@akerman.com

8.9 Tax Liabilities. Each Party shall be solely responsible for reporting and discharging its own Tax liabilities and other obligations that such Party may incur as a result of the Transactions Agreements and the transactions contemplated thereby, except as is expressly provided otherwise in any Transaction Agreement.

8.10 Fees and Expenses. Each Party shall pay its own attorneys' fees and expenses incurred in connection with the negotiation, preparation and execution of the Transaction Agreements and the consummation of the transactions contemplated thereby (it being understood that Seller's and the Company's attorneys' fees and such other expenses in connection with the Transaction Agreements shall be paid separately by Sellers or by Representative at Closing or out of the Purchase Price.

8.11 Attorneys' Fees. In any proceeding arising out of or relating to the Transaction Agreements, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, costs and necessary disbursements from the losing Party(ies).

8.12 Amendments and Waivers. This Agreement may be amended or terminated, and any provision hereof may be waived, only with the written consent of Purchaser and Company. Any purported amendment or waiver effected in violation of this Section 8.12 shall be void and no effect.

8.13 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

8.14 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by Law or otherwise afforded to any party, shall be cumulative and not alternative.

8.15 Entire Agreement. This Agreement (including the Exhibits hereto) and the other Transaction Agreements, if any, constitute the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly canceled.

8.16 Dispute Resolution. The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts located in Orlando, Florida (the "**Exclusive Venues**") for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Exclusive Venues, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

8.17 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING FRAUD IN THE INDUCEMENT AND NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION 8.17 HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

8.18 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against any Party.

8.19 Remedies. Subject to the provisions of Section 8.20, in addition to being entitled to exercise all rights provided herein or granted by Law, including recovery of damages, the Parties will be entitled to specific performance under this Agreement. Subject to the provisions of Section 8.20, the Parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of this Agreement and hereby agree to waive in any action for specific performance of any such obligation the defense that a remedy at Law would be adequate.

8.20 Termination.

(a) Right of Termination. This Agreement (and the transactions contemplated herein) may be terminated prior to or at Closing only:

(i) by mutual written consent of the Sellers, Company, GGB, and Purchaser;

(ii) by Purchaser, if the Company or a Seller has breached any material representation or warranty contained in this Agreement, or has failed to perform or satisfy any material covenant or other agreement contained in this Agreement, which breach or failure to perform or satisfy (if capable of being cured) is not cured within ten (10) days after Purchaser has provided notice in writing of its intention to terminate this Agreement and a reasonably detailed description of the alleged breach, or if the Company experiences a Company Material Adverse Effect;

(iii) by Company, if Purchaser has breached a material representation or warranty, or has failed to perform or satisfy any material covenant or other agreement contained in this Agreement, which breach or failure to perform or satisfy (if capable of being cured) is not cured within ten (10) days after Seller has provided notice in writing of its intention to terminate this Agreement and a reasonably detailed description of the alleged breach;

(iv) by Purchaser, if the Government Consents, as set forth in Section 6.1 of this Agreement and Schedule 2.5 of the Disclosure Schedule, are not acquired prior to Closing (it being understood that failure to receive Government Consents for this transaction by December 31, 2019 (the "**Kick Out Date**") shall be deemed a failure to acquire such Government Consents prior to Closing) or if Purchaser (or any of its owners, officers, board members and managers, as applicable) fails to pass the Background Check or if any Governmental Authority has enacted, promulgated, issued or enforced any statute, rule, regulation, decree, administrative action, order, injunction or restraint having the effect of: making the operations of the Company's business after Closing illegal; temporarily or permanently suspending, revoking or refusing to renew or materially restricting or limiting the any of the Company's Licenses; or preventing the consummation of this transaction;

(v) by Purchaser, upon the loss, revocation, or suspension of the MMTC License prior to the Closing; or

(vi) without limitation to Purchaser's rights under item (ii) above, by Purchaser, for any reason whatsoever prior to the expiration of the Due Diligence Confirmation Period, upon written notice to the other Parties hereto.

(b) Effect of Termination. Any valid termination of this Agreement pursuant to Section 8.20(a) will be effective immediately upon the delivery of written notice by the terminating Party to the other Party, except for the mutual written consent of Company and Purchaser as provided in Section 8.20(a). If this Agreement is terminated pursuant to Section 8.20(a), then, except as otherwise provided herein, Section 8 and this Section 8.20(a) which shall remain in full force and effect and survive any termination of this Agreement and the Transaction Agreements, all further obligations of the Parties under this Agreement and the Transaction Agreements will terminate and become void and of no further force and effect and there shall be no further Liability or obligation on the part of any Party under this Agreement or the Transaction Agreements; *provided, however:*

(i) if this Agreement is terminated by Purchaser or Company pursuant to Section 8.20(a)(ii) or Section 8.20(a)(iii), then the terminating Party's right to pursue all remedies will survive such termination unimpaired and such terminating Party may seek any and all remedies available to it under this Agreement and the other Transaction Agreements, in Law, equity or otherwise, including, without limitation, for damages and specific performance;

(ii) if this Agreement is terminated pursuant to Section 8.20(a)(ii), Purchaser shall be entitled to immediately receive a refund of the Deposit;

(iii) If this Agreement is terminated pursuant to Section 8.20(a)(i) (unless otherwise mutually agreed by the Company and Purchaser in writing), or by Purchaser pursuant to Section 8.20(a)(iv) (unless the Government Consents are not obtained before Closing and/or the Background Check is not passed by Purchaser prior to Closing by reason of any bad faith action or inaction of Purchaser), or pursuant to Section 8.20(a)(v) (unless the loss, revocation or suspension of the MMTC License is attributable to the bad faith action or inaction of Purchaser), Purchaser shall be entitled to immediately receive a refund of the Second Deposit and the Company shall be entitled to retain the Initial Deposit;

(iv) if this Agreement is terminated pursuant to Section 8.20(a)(iii), pursuant to Section 8.20(a)(iv) if the Government Consents and/or Background Check are not obtained or passed before Closing by reason of any bad faith action or inaction of Purchaser, pursuant to Section 8.20(a)(v) if the loss, revocation or suspension of the MMTC License is attributable to the bad faith action or inaction of Purchaser, or pursuant to Section 8.20(a)(vi), Sellers and/or the Company shall have the right to retain the Deposit, and which shall, notwithstanding any provisions contained herein to the contrary, be the sole and exclusive remedy of the Company, Sellers, and any of their respective Affiliates, members, managers, partners, shareholders, directors, representatives and/or assignees (with no further liability on the part of the Purchaser, GGB or any of their Affiliates) in respect of this Agreement or any Transaction Agreement and the transactions contemplated hereby or thereby or any matters forming the basis of such termination.

8.21 Legal Representation. It is acknowledged and agreed that the Parties and/or their agent(s) and attorneys have jointly participated in the preparation and negotiation of this Agreement. The Parties acknowledge and agree that they are each sophisticated business parties and have at all times had access to an attorney in negotiations of the terms of and in the preparation and execution of this Agreement. The Parties acknowledge and agree that all terms of this Agreement were negotiated at arms-length, and this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the Parties upon the others.

8.22 Time is of the Essence. Time is of the essence with respect to each Party's performance of its obligations under this Agreement.

8.23 Appointment of Representative.

(a) Each Seller and the Company irrevocably constitutes and appoints Stanley W. Harris as the Representative, with full and unqualified power to delegate to one or more Persons the authority granted to it hereunder, to act as such Person's true and lawful attorney-in-fact and agent, with full power of substitution, and authorizes the Representative acting for such Person and in such Person's name, place and stead, in any and all capacities to do and perform every act and thing required or permitted to be done in connection with the transactions contemplated by this Agreement and the other Transaction Agreements, as fully to all intents and purposes as such Person might or could do in person, including:

(i) to determine the time and place of Closing, to determine whether the conditions to effect the Closing set forth in Section 5 have been satisfied (or to waive such conditions);

(ii) to take any and all action on behalf of such Sellers and the Company from time to time as Representative may deem necessary or desirable to fulfill the interests and purposes of this Agreement and the other Transaction Agreements and to engage agents and representatives (including accountants and legal counsel) to assist in connection therewith, including the delivery of the Purchased Shares and Stock Powers to Purchaser as contemplated hereby;

(iii) to negotiate, execute and deliver any amendments to and terminations of this Agreement and the other Transaction Agreements and to prepare any modification to the Disclosure Schedule;

(iv) to give such orders and instructions as Representative in his sole discretion shall determine with respect to this Agreement and the other Transaction Agreements and the transactions contemplated hereby and thereby;

(v) to retain a portion of the Purchase Price for payment of expenses relating to the transactions or the obligations of the Sellers and the Company, Representative, or any such Seller or Company arising under or in connection with this Agreement and maintain a reserve for a period of time in connection with the payment of such expenses or obligations, and to incur and pay such expenses and obligations out of such reserve as Representative deems appropriate in his sole discretion;

(vi) to take all actions necessary to handle and resolve claims by or against Purchaser for indemnification by such Sellers under this Agreement;

(vii) to take all actions necessary to handle and resolve any adjustment to the Purchase Price under this Agreement;

(viii) to retain and to pay legal counsel and other professionals in connection with any and all matters referred to herein or relating hereto or any other Transaction

Agreements (which counsel or other professionals may, but need not, be counsel or other professionals engaged by the Company);

(ix) to make, acknowledge, verify and file on behalf of any such Seller applications, consents to service of process and such other documents, undertakings or reports as may be required by Law as determined by Representative in his sole discretion after consultation with counsel; and

(x) to make, exchange, acknowledge, deliver, amend and terminate all such other contracts, powers of attorney, orders, receipts, notices, requests, instructions, certificates, letters and other writings, and in general to do all things and to take all actions, that Representative in his sole discretion may consider necessary or proper in connection with or to carry out the aforesaid, as fully as could such Sellers or the Company if personally present and acting.

(b) Each of such Sellers and the Company hereby irrevocably grants unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing necessary or desirable to be done in connection with the matters described above, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that Representative may lawfully do or cause to be done by virtue hereof. Each of such Sellers and the Company further agrees not to take any action inconsistent with the terms of this Section 8 or with the actions (or decisions not to act) of Representative hereunder, and in any case shall not take any action or other position under this Agreement without the consent of Representative. To the extent of any inconsistency between the actions (or decisions not to act) of Representative and of any such Seller or the Company hereunder, the actions (or decisions not to act) of Representative shall control. EACH SUCH SELLER AND THE COMPANY ACKNOWLEDGES THAT IT IS HIS OR ITS EXPRESS INTENTION TO HEREBY GRANT A DURABLE POWER OF ATTORNEY UNTO REPRESENTATIVE AND THAT THIS DURABLE POWER OF ATTORNEY IS NOT AFFECTED BY SUBSEQUENT INCAPACITY OF SUCH SELLER OR SELLER COMPANY. Each of such Sellers and the Company further acknowledges and agrees that upon execution of this Agreement, any delivery by Representative of any waiver, amendment, agreement, opinion, certificate or other documents executed by Representative pursuant to this Section 8, such Seller and the Company shall be bound by such documents as fully as if such Seller and the Company had executed and delivered such documents, and any action (or decision not to act) taken or otherwise implemented by Representative under this Agreement shall be binding upon all Sellers and the Company.

(c) Actions of the Representative. Each Seller and the Company agrees that Purchaser shall be entitled to rely on any action taken by Representative, on behalf of Sellers and the Company pursuant to Section 8.23(a) above (each, an "**Authorized Action**"), and that each Authorized Action shall be binding on each such Seller and the Company as fully as if such Person had taken such Authorized Action. Each Seller and the Company acknowledges and agrees that any payment made by Purchaser on behalf of such Seller and the Company to Representative pursuant to this Agreement shall constitute full and complete payment to such Seller and the Company and Purchaser shall have no further Liability therefor. No Seller or the Company shall bring, and each Seller and the Company hereby waives any right to bring, any Legal Proceeding against Purchaser as a result of any actions or inactions of Representative.

(d) Risk and Liability. Any indemnity, liability, payment, or other requirements (collectively "**Risk**") assumed by Representative in this Agreement shall be assumed by and apply to each of the Sellers individually. Each of the Sellers agree that should any Risk arise, then the Sellers will equally contribute resources and time to mitigating or resolving the Risk. Each of the Sellers explicitly agree to indemnify and hold Representative harmless for any Risk brought against the Representative arising out of or relating to this transaction, except for actions where the Representative has engaged in gross negligence.

(e) Death or Disability of the Representative. In the event of the death or permanent disability of Representative, or his resignation, a successor Representative shall be appointed by a majority vote of the holders of issued and outstanding equity interests of the Company immediately prior to the Closing, with each such holder (or such holder's successors or assigns) to be given a vote equal to the number of votes represented by the percentage of the Company's outstanding equity interests held by such holder immediately prior to the Closing, and in that event the appointment shall be binding upon all the Sellers and all the Seller Companies.

(f) Deposit. Each Seller and his spouse, if applicable, shall, simultaneous with the execution of this Agreement, deposit his, her or its equity interests of the Company (together with an executed Stock Power executed in blank) with Representative for delivery by Representative to Purchaser at the Closing.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Share Purchase Agreement as of the date first written above.

COMPANY:

SPRING OAKS GREENHOUSES, INC.

By: Stanley W Harris Pres.
Stanley W. Harris, President

REPRESENTATIVE

By: Stanley W Harris
Stanley W. Harris

SELLERS:

APPLICABLE CREDIT (UNIFIED CREDIT) TRUST – TRUST A CREATED UNDER THE DOROTHY I. HARRIS FAMILY TRUST DATED DECEMBER 21, 2004, STANLEY W. HARRIS, CURRENT BENEFICIARY, TRUST S

By: Stanley W Harris Trustee
Stanley W. Harris, Trustee

STANLEY W. HARRIS FAMILY TRUST

By: Stanley W Harris Trustee
Stanley W. Harris, Trustee

IN WITNESS WHEREOF, the parties have executed this Share Purchase Agreement as of the date first written above.

PURCHASER:

GGB FLORIDA LLC

By: Peter Horvath

Name: Peter Horvath
Title: President

IN WITNESS WHEREOF, the parties have executed this Share Purchase Agreement as of the date first written above.

<u>GGB</u>:

Green Growth Brands Inc.

By: Peter Horvath
Name: Peter Horvath
Title: Chief Executive Officer

SCHEDULE 1

LIST OF SELLERS

Name of Seller
Stanley W. Harris, as Trustee of the Stanley W. Harris Family Trust, dated December 21, 2004
Stanley W. Harris, as Trustee of Applicable Credit Trust A, created under the Dorthy Harris Family Trust, Trust S

<u>EXHIBIT A</u>

STOCK POWER

<u>SPRING OAKS GREENHOUSES, INC.</u>

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, **[NAME],** a Florida [resident] ("<u>Assignor</u>"), does hereby sell, transfer and assign, free and clear of all liens, unto the **GGB FLORIDA LLC**, a Delaware limited liability company ("<u>Assignee</u>"), [•] shares of common stock of SPRING OAKS GREENHOUSES, INC., a Florida corporation (the "<u>Company</u>"), standing in Assignor's name on the books of the Company, and does hereby irrevocably constitute and appoint any officer of the Company as its agent and attorney-in-fact to transfer such shares on the books of the Company with full power of substitution in the premises.

Dated as of: [•], 2019

ASSIGNOR:

____

[NAME]

EXHIBIT B

RESTRICTIVE COVENANT AND GENERAL RELEASE AGREEMENT

RESTRICTIVE COVENANT AND GENERAL RELEASE AGREEMENT

THIS RESTRICTIVE COVENANT AND GENERAL RELEASE AGREEMENT (this "Agreement"), dated as of ________________ ___, 2019, is made by and among the following (each, a "Party", and collectively, the "Parties"): [•], [•], and [•] (collectively, the "Restricted Parties" and each individually, a "Restricted Party"), and GGB Florida, LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Parties, among others, have previously entered into that certain Share Purchase Agreement, dated June 3, 2019 (the "Purchase Agreement"), pursuant to which, among other things, Purchaser is acquiring from Sellers the Purchased Shares, and ultimately acquiring all of the issued and outstanding shares of capital stock of Spring Oaks Greenhouses, Inc., a Florida corporation (the "Company");

WHEREAS, each Restricted Party is, directly or indirectly, a significant equity holder of the Company and will receive substantial consideration from Purchaser as a result of the transactions contemplated by the Purchase Agreement (the "Transactions"), and agrees to be bound by the terms and conditions set forth herein;

WHEREAS, the Restricted Parties possess certain knowledge and proprietary information with respect to the Company and its business, which, if disclosed or made available to competitors of Purchaser or its Affiliates (which Affiliates include, following the Closing, the Company) (collectively, the "Purchaser Entities" and each individually, a "Purchaser Entity"), would be detrimental to the Purchaser Entities, and the Restricted Parties have been substantially responsible for the creation of the goodwill inherent in the business of the Company; and

WHEREAS, as a condition to Purchaser entering into the Purchase Agreement, the Restricted Parties have agreed to enter into this Agreement.

NOW THEREFORE, for and in consideration of the foregoing and the premises hereinafter set forth, and other good and valuable consideration, the Parties agree as follows:

SECTION 1. Restrictive Covenants.

(a) The Restricted Parties acknowledge and agree that in order to protect the legitimate business interests of the Purchaser Entities, it is necessary that the Restricted Parties agree to the restrictive covenants set forth in this Section 1.

(b) The Restricted Parties hereby agree that from and after the date hereof until the date that is five (5) years after the date hereof (the "Restricted Period"), none of the Restricted Parties shall, directly or indirectly, enter into the employment of, render any services to, engage, manage, operate, join, or own, lend money or otherwise offer other assistance to or participate in or be connected with, as an officer, director, member, manager, employee, principal, agent, creditor, proprietor, representative, stockholder, partner, associate, consultant, sole proprietor or otherwise, any Person that, directly or indirectly, is engaged in the cultivation, processing, or dispensing of cannabis (the "Business") anywhere in North America (the "Restricted Area"); provided, that, for these purposes, a Restricted Party's ownership of securities of the Company, a Purchaser Entity, including but not limited to Purchaser, or of two percent (2%) of any class of securities of a public company, so long as no Restricted Party is an officer, director, employee or consultant of any such public company, shall not be deemed to violate this Section 1(b). During the Restricted Period and thereafter, none of the Restricted Parties shall, directly or indirectly, use any name which is similar to any corporate name of, or any trade name, service mark, trademark, logo or insignia used by any Purchaser Entity, other than in furtherance of the Purchaser Entities' business or as otherwise agreed in writing by the applicable Purchaser Entity.

(c) During the Restricted Period, neither of the Restricted Parties shall, directly or indirectly, whether for his or its own account or for the account of any other Person, solicit, attempt to solicit, endeavor to entice away from any Purchaser Entity, attempt to hire, attempt to attract business from or otherwise interfere with (whether by reason of cancellation, withdrawal, modification of relationship or otherwise) any actual relationship of any Purchaser Entity with any Person (i) who is or was within the prior twelve (12) months employed by or otherwise engaged to perform services for Purchaser or the Company related to the Business, including, but not limited to, any independent contractor or representative, or (ii) who is or was within the prior twelve (12) months an actual vendor, customer, or client of Purchaser Entity (or other Person with which Purchaser Entity had an actual relationship), in the case of any of the foregoing, in the context of the Business, except as otherwise agreed by a Purchaser Entity in writing; provided, that, for these purposes, a Restricted Party's or any of that Restricted Parties' Affiliates' retention of, engagement of or work with any attorney or law firm with whom such Restricted Party or Affiliate (which for purposes of this clause, includes the Company) retained, engaged or worked with prior to the Closing, shall not be deemed to violate this Section 1(c). For purposes of clarification, the parties acknowledge and agree that the Restricted Parties may continue to engage in the nursery business in which the Company was previously engaged, and that the conduct of such nursery business shall not constitute a violation of this Section 1, provided, in any case, that such nursery business is not directly or indirectly engaged or otherwise involved in the Business within the Restricted Area.

(d) Each Restricted Party agrees that he or it will never, directly or indirectly, make or publish, or encourage, solicit, or incite any third party to make or publish any statement or communication which is false or disparaging with respect to any Purchaser Entity and/or such Purchaser Entity's direct or indirect shareholders, officers, directors, members, managers, partners, employees or agents, unless such statement or communication is made truthfully in response to a subpoena or other former legal process. Purchaser similarly agrees that neither it, nor any of its officers, employees, members, managers, parents or representatives will ever, directly or indirectly, make or publish, or encourage, solicit, or incite any third party to make or publish any statement or communication which is false or disparaging with respect to any Restricted Party, unless such statement or communication is made truthfully in response to a subpoena or other form of legal process.

(e) During the Restricted Period, the Restricted Parties acknowledge and agree that the Confidential Information (as defined below) is a valuable, special, sensitive and unique asset of the Business of the Purchaser Entities, the continued confidentiality of which is essential to the continuation of its Business, and the improper disclosure or use of which could severely and irreparably damage the Purchaser Entities. The Restricted Parties agree, each for and on behalf of himself, or itself, their legal representatives and successors and assigns that all Confidential Information is the property of the Purchaser Entities (and not of a Restricted Party). The Restricted Parties further agree that each (i) will continue to keep all Confidential Information strictly confidential and not disclose the Confidential Information to any other Person and (ii) shall not, directly or indirectly, disclose, communicate or divulge to any Person, or use or cause or authorize any Person to use any Confidential Information, other than in furtherance of the Purchaser Entities' Business or as otherwise agreed by a Purchaser Entity in writing. "Confidential Information" means all information, data and items relating to any Purchaser Entity (or any such Purchaser Entity's customers) which is valuable, confidential or proprietary, including, without limitation, information relating to the Purchaser Entities' accounts, receivables, customers and customer lists and data, prospective business(es), prospective customers and prospective customer lists and data, Work Product (as defined below), vendors and vendor lists and data, business methods and procedures, pricing techniques, business leads, budgets, memoranda, correspondence, designs, plans, schematics, patents, copyrights, equipment, tools, works of authorship, reports, records, processes, pricing, costs, products, services, margins, systems, software, service data, inventions, analyses, plans, business leads, intellectual property, proprietary information, writings, trade secrets, manuals, training materials and methods, sales and marketing materials and compilations of and other items derived (in whole or in part) from the foregoing. Confidential Information may be in either human, electronic or computer readable form. Notwithstanding the foregoing, "Confidential Information" shall not include information that: (i) becomes publicly known without breach of any Restricted Parties' obligations under this Section 1(e), (ii) the Restricted Party independently developed without using any Confidential Information, (iii) the Restricted Party rightfully obtains from a third party who has the right to transfer or disclose it without violation of any confidentiality obligations to a Purchaser Entity or (iv) is required to be disclosed by law or by court order or governmental order; provided, however, that if any Restricted Party is required to disclose any Confidential Information pursuant to any law, court order or governmental order, (x) such Restricted Party shall promptly notify Purchaser of any such requirement so that the Purchaser Entities may seek an appropriate protective order or waive compliance with the provisions of this Agreement, (y) the Restricted Parties shall reasonably cooperate with the Purchaser Entities to obtain such a protective order at the Purchaser Entities' cost and expense, and (z) if such order is not obtained, or Purchaser waives compliance with the provisions of this Section 1(e), the Restricted Parties shall disclose only that portion of the Confidential Information which the Restricted Parties are advised by counsel that the Restricted Parties are legally required to so disclose and will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the information so disclosed. Each Restricted Party will notify Purchaser promptly and in writing of any circumstances of which such Restricted Party has knowledge relating to any possession or use of any Confidential Information by any Person other than those authorized by the terms of this Agreement. "Work Product" means all inventions, technology, processes, innovations, ideas, improvements, developments, methods, designs, analyses, trademarks, service marks, and other indicia of origin, writings, audiovisual works, concepts, drawings, reports and all similar, related, or derivative information or works (whether or not patentable or subject to copyright), including but not limited to all patents, copyrights, copyright registrations, trademarks, and trademark registrations in and to any of the foregoing, along with the right to practice, employ, exploit, use, develop, reproduce, copy, distribute copies, publish, license, or create works derivative of any of the foregoing, and the right to choose not to do or permit any of the aforementioned actions, which relate to the Business. For purposes of clarification, the parties acknowledge and agree that the use of any "Confidential Information" in connection with the conduct of the nursery business previously engaged in by the Company following the Closing shall not constitute a violation of this Section 1, provided that such nursery business does not directly or indirectly involve or relate to the Business.

(f) The Restricted Parties each recognize that the territorial, time and scope limitations set forth in this Section 1 are reasonable and are properly required for the protection of the Purchaser Entities' legitimate interest in client relationships, goodwill and trade secrets of their business. If any such territorial, time or scope limitation is deemed to be unreasonable by a court of competent jurisdiction, the Parties agree, and the Restricted Parties submit, to the reduction of any or all of said territorial, time or scope limitations to such an area, period or scope as said court shall deem reasonable under the circumstances. If such partial enforcement is not possible, the provision shall be deemed severed, and the remaining provisions of this Agreement shall remain in full force and effect. The Restricted Parties acknowledge that each of the Purchaser Entities are express third-party beneficiaries of this Agreement and that they may enforce these rights as if they were a party hereto. Each of the Purchaser Entities has fully performed all obligations entitling it to the Restrictive Covenants, and the Restrictive Covenants therefore are not executory or otherwise subject to rejection by the Restricted Parties and are enforceable under any bankruptcy or insolvency proceeding.

(g) If a Restricted Party breaches any of the provisions contained in Sections 1(b), 1(c), 1(d), or 1(e) (the "Restrictive Covenants"), the Purchaser Entities shall have the rights and remedies set forth in this Section 1(g), each of which shall be enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to the Purchaser Entities at law or in equity. The Restricted Parties acknowledge and agree that in the event of a violation or threatened violation of any of the Restrictive Covenants, none of the Purchaser Entities shall have an adequate remedy at law and each shall therefore be entitled to enforce each such provision by temporary or permanent injunction or mandatory relief obtained in any court of competent jurisdiction without the necessity of proving damages, posting any bond or other security, and without prejudice to any other rights and remedies that may be available at law or in equity. If a Restricted Party breaches any of the Restrictive Covenants in Sections 1(b) or 1(c), the Restricted Period shall be extended one day for each day such Restricted Party(ies) is in breach thereof.

(h) The covenants and obligations of the Restricted Parties set forth in this Section 1 shall be construed as independent of any other provision herein and of any other agreement or arrangement among any of the Restricted Parties, on the one hand, and any of the Purchaser Entities, on the other hand, and the existence of any claim or cause of action by any of the Restricted Parties against any of the Purchaser Entities, whether based on another provision of this Agreement or a separate agreement, shall not constitute a defense to the enforcement of such covenants or obligations against the Restricted Parties.

SECTION 2. General Release.

(a) Each of the Restricted Parties, on behalf of himself or itself and each of their Affiliates (including any trust in which he is a trustee or beneficiary), successors and assigns, hereby remise, release, acquit, satisfy and forever discharge the Company from any and all manner of action and actions, causes and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity ("Claims"), which such Restricted Party or his Affiliates ever had, now has, or which any successor, or assign of such party or his Affiliates hereafter can, shall or may have, against the Company, for, upon or by reason of any matter, cause or thing whatsoever, known or unknown, directly or indirectly, from the beginning of the world to the date of this Agreement.

(b) It is the specific intent of each Restricted Party to specifically forever settle all Claims that such Restricted Party or its Affiliates may have against the Company, whether they be known or unknown, matured or unmatured or otherwise, including all further costs and attorneys' fees derived therefrom.

(c) Each Restricted Party also represents, warrants and agrees that it has not transferred or assigned any of the released Claims and is the sole owner of such rights being released hereby, and that by signing this Agreement, such Restricted Party additionally covenants not to, and to cause its Affiliates not to, sue or to file any complaint of any kind whatsoever arising out of or in any way relating to any Claim released hereby.

(d) Each Restricted Party hereby agrees that this Section 2 extends to all Claims which such Restricted Party or its Affiliates know or suspect to exist in its favor as of the date of this Agreement or believes may come into existence in the future. Each Restricted Party intends this Section 2 to be a full and complete release in satisfaction of all Claims, whether or not known or suspected by such Restricted Party or its Affiliates to exist in its favor at the time of execution of this Agreement.

(e) The provisions of this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for any injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement.

(f) For purposes of clarification, the parties acknowledge and agree that the Restricted Parties are not releasing any Claims that they may have against the Purchaser or its affiliates under the Purchase Agreement.

SECTION 3. Restricted Parties Representations and Warranties. The Restricted Parties, jointly and severally, hereby represent and warrant as follows:

THE RESTRICTED PARTIES HAVE READ THIS AGREEMENT AND HAVE, TO EACH OF THE RESTRICTED PARTIES' SATISFACTION, FULLY INFORMED THEMSELVES OF THE TERMS, CONTENTS, CONDITIONS AND EFFECTS THEREOF. THE RESTRICTED PARTIES HAVE HAD THE OPPORTUNITY TO SEEK AND, IF THEY DEEMED IT

NECESSARY, HAVE OBTAINED THE ADVICE OF THEIR OWN SEPARATE LEGAL, FINANCIAL, ACCOUNTING OR OTHER COUNSEL OR ADVISORS BEFORE EXECUTING THIS AGREEMENT. EACH RESTRICTED PARTY HAS ACTED VOLUNTARILY AND OF HIS OWN FREE WILL IN EXECUTING THIS AGREEMENT AND UNDERTAKING THE TRANSACTIONS CONTEMPLATED HEREBY. NONE OF THE RESTRICTED PARTIES IS ACTING UNDER DURESS, WHETHER ECONOMIC OR PHYSICAL, IN EXECUTING THIS AGREEMENT TO WHICH HE IS A PARTY. THIS AGREEMENT IS THE RESULT OF ARM'S LENGTH NEGOTIATIONS CONDUCTED BY AND AMONG THE PARTIES HERETO. THE RESTRICTED PARTIES WILL RECEIVE SUBSTANTIAL BENEFIT IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT.

SECTION 4. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Florida. Each Party submits to the jurisdiction of the state and federal courts located in Orange County, Florida in respect of any dispute between the Parties arising out of or related to this Agreement. Each of the Parties hereby waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (a) such Party is not personally subject to the jurisdiction of such courts, (b) such Party and such Party's property is immune from any legal process issued by such courts, or (c) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum. Notwithstanding the foregoing, no Party shall be prohibited from bringing any action anywhere in the world to enforce a judgment obtained by such Party in one of the aforementioned courts.

SECTION 5. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY HERETO AGREES THAT A PARTY HERETO MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES HERETO TO IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT, WHICH ACTION WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

SECTION 6. Further Assurances. Each Party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall, from time to time, be reasonably required to carry out the terms and provisions of this Agreement.

SECTION 7. Third Party Beneficiaries. Except as otherwise provided in Section 1(g), this Agreement is not intended to nor shall it confer, upon any Person other than the Parties and their successors and permitted assigns any rights, benefits, claims, or remedies hereunder.

SECTION 8. No Waiver, Amendment. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver of any right, power or remedy under this Agreement. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. No Party shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such Party. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Parties.

SECTION 9. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be delivered and be deemed effective in accordance with Section 8.8 of the Purchase Agreement.

SECTION 10. Binding Agreement, Assignments. Whenever in this Agreement any of the Parties is referred to, such reference shall be deemed to include the successors and permitted assigns of such Party; and all covenants, promises and agreements by or on behalf of the Parties that are contained in this Agreement shall bind and inure to the benefit of their respective successors and permitted assigns. No Party may assign or transfer any of such Party's rights or obligations hereunder (and any such attempted assignment or transfer shall be void) without the prior written consent of the other Parties, except that any Purchaser Entity may assign its rights hereunder to any purchaser of substantially all of the assets of that Purchaser Entity or may collaterally assign its rights to any lender providing financing or refinancing.

SECTION 11. Time of the Essence. Time is of the essence for each and every provision of this Agreement. If the date specified for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date that is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day that is a Business Day. For purposes of this Section 11, the term "Business Day" means a day on which banks are open for business in Orlando, Florida.

SECTION 12. No Presumption for Ambiguities. Each Party has participated jointly in the drafting hereof and waives the application of any law, holding or rule of construction providing that ambiguities in an agreement will be construed against the party drafting such agreement, and no Party will assert the same.

SECTION 13. Enforceability of Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, no Party shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 14. Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. The use of the words "or," "either" and "any" shall not be exclusive.

SECTION 15. Recitals. The Recitals are incorporated herein by reference and made a part of this Agreement.

SECTION 16. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed signature page to this Agreement by facsimile, docusign, portable document format, or any other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank; signatures on following pages.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

PURCHASER:

GGB FLORIDA LLC

By:______________________________________
Name: Peter Horvath
Title: President

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

RESTRICTED PARTIES:

[•]

____
[•]

[•]

____
[•]

[•]

____
[•]

EXHIBIT C

DISCLOSURE SCHEDULES

This Disclosure Schedule is made and given pursuant to Section 2 of that certain Share Purchase Agreement dated June 3, 2019 (the "**SPA**") by and among the following: Spring Oaks Greenhouses, Inc., a Florida corporation (the "**Company**"), the shareholders of the Company set forth in Schedule 1 thereto (each, a "**Seller**," and collectively, the "**Sellers**"), Stanley W. Harris, as the representative of each Seller as more fully described therein, GGB Florida LLC, a Delaware limited liability company ("**Purchaser**") and Green Growth Brands Inc., a Canadian corporation and parent company of Purchaser ("**GGB**").

Capitalized terms used but not otherwise defined in this Disclosure Schedule shall have the meanings ascribed to them in the SPA, unless otherwise provided. The schedule numbers below correspond to the section numbers of the representations and warranties in the SPA; provided, however, that any information disclosed herein under any schedule number shall be deemed to be disclosed and incorporated into any other section number under the SPA where such disclosure would be appropriate and such appropriateness is reasonably apparent from the face of such disclosure. Inclusion of any item in this Disclosure Schedule (i) does not, without more, represent a determination that such item is material or establish a standard of materiality, (ii) does not, without more, represent a determination that such item did not arise in the ordinary course of business, (iii) does not, without more, represent a determination that the transactions contemplated by the SPA require the consent of third parties, and (iv) shall not, without more, constitute, or be deemed to be, an admission to any third party of any liability or obligation of the Company or the Sellers, nor an admission to any third party against the Company's and the Sellers' interests. This Disclosure Schedule may include brief descriptions or summaries of certain agreements and instruments. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described, true and complete copies of which have been provided to Purchaser or its counsel.

Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the SPA. The representations and warranties of the Company and the Sellers set forth in Section 2 of the SPA are made and given subject to the disclosures in this Disclosure Schedule. This Disclosure Schedule is qualified in its entirety by reference to the SPA and should be considered an integral part of the SPA. This Disclosure Schedule is not intended to constitute, and may not be construed as constituting, any representation, warranty or covenant of the Company or the Sellers except as and to the extent expressly provided in the SPA. This Disclosure Schedule should be read in its entirety.

In addition, the headings and descriptions of representations, warranties and covenants herein are for descriptive purposes and convenience of reference only and should not be deemed to affect such representations, warranties or covenants or to limit the exceptions made hereby or the provisions hereof. To the extent that a state of facts or the occurrence of any event is described in this Disclosure Schedule for purposes of qualifying a representation, warranty or obligation of the Company or the Sellers contained in the SPA, the existence of such a state of facts or the occurrence of such event shall not be deemed to constitute a breach of such representation, warranty or obligation. Subject to the foregoing, the Company and the Sellers make the following disclosures:

<u>Schedule 1</u>
List of Sellers

Name of Seller
Stanley W. Harris, as Trustee of the Stanley W. Harris Family Trust, dated December 21, 2004
Stanley W. Harris, as Trustee of the Applicable Credit (Unified Credit) Trust – Trust A, created under the Dorthy I. Harris Family Trust dated December 21, 2004, Stanley W. Harris, Current Beneficiary, Trust S

Schedule 1.2(b)
Allocation of Consideration Shares

Name	Value of Consideration Shares
Stanley W. Harris, as Trustee of the Stanley W. Harris Family Trust, dated December 21, 2004	$5,700,000.00
Stanley W. Harris, as Trustee of the Applicable Credit (Unified Credit) Trust – Trust A, created under the Dorthy I. Harris Family Trust dated December 21, 2004, Stanley W. Harris, Current Beneficiary, Trust S	$5,700,000.00
John Lockwood	$5,700,000.00

<u>Schedule 2.2(a)</u>
Ownership of Purchased Shares

Shareholder	Number of Shares of Company Stock
Stanley W. Harris, as Trustee of the Stanley W. Harris Family Trust, dated December 21, 2004	500
Stanley W. Harris, as Trustee of the Applicable Credit (Unified Credit) Trust – Trust A, created under the Dorthy I. Harris Family Trust dated December 21, 2004, Stanley W. Harris, Current Beneficiary, Trust S	500

Schedule 2.5
Government Consents

1. Change of ownership approval from Florida Department of Health, Office of Medical Marijuana Use.

<u>Schedule 2.12</u>
Material Contracts

(a)

None.

(b)

None.

(c)

1. Company Note Payable to Stanley W. Harris in the amount of $341,061.66, which shall be paid, contributed to capital or otherwise satisfied at or prior to Closing.

(d)

1. Security Agreement, dated November 1, 2017, by and among Stanley W. Harris, Spring Oaks Greenhouses, Inc., and Farm Credit of Central Florida, ACA, which shall be terminated at or prior to Closing.

(e)

None.

(f)

None.

(g)

None.

(h)

None.

(i)

None.

(j)

None.

(k)

None.

(l)

None.

(m)

None.

Schedule 2.13
Certain Transactions

(a)

None.

(b)

1. Company Note Payable to Stanley W. Harris in the amount of $341,061.66, which shall be paid, contributed to capital or otherwise satisfied at or prior to Closing.

Schedule 2.15(a)
Liens on MMTC License

None.

<u>Schedule 2.15(c)</u>
Assets

1. MMTC License as of the date of Closing.

Schedule 2.18(a)(i)
Effective Date Employees and Contractors

Number of Full-Time Employees

8

Number of Part-Time Employees

1

Number of Consultants Engaged

0

Compensation in Excess of $35,000

Name	Annual Salary	Commission	Bonus	Incentive-Based Compensation	Severance	Deferred Compensation
Victoria L. Harris	$78,000	N/A	N/A	N/A	N/A	N/A

Schedule 2.18(a)(ii)
Closing Date Employees and Contractors

None.

Schedule 2.18(b)
Employment, Consulting or Professional Services Contracts

None.

Schedule 2.18(e)
Severance

None.

Schedule 2.18(n)
Change of Control Payments

None.

<u>Schedule 2.19(a)</u>
Employee Benefit Plans

1. American Express SEP IRA Plan, adopted by Halo Plants, Inc.

Schedule 2.19(c)
Employee Benefit Plan Exceptions

None.

Schedule 2.21
Insurance

Type	Policy Number	Deductible	Coverage	Expiration
Workers Compensation	10644482-2019		$100,000/accident $100,000/employee $500,000 policy limit	04/01/2020

Schedule 2.22
Licenses

1. MMTC License

2. Certificate of Nursery Registration, Registration No. 04714156 (expires 04/20/2020)

3. Lake County Business Tax Receipt, Receipt No. 8500003906 (expires 09/30/2019)

EXHIBIT D

LEASE AGREEMENT

LEASE

This Lease is made as of the ___ day of _____________, 2019 by and between ______________________, a ______________________, whose address is ______________________ ("Landlord") and SPRING OAKS GREENHOUSES, INC., a Florida corporation, whose address is ______________________ ("Tenant").

ARTICLE 1
PREMISES; RENT; AND TERM

1.1 **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms, covenants, conditions and provisions of this Lease that certain one (1) acre parcel of land which is more particularly depicted on Exhibit "A," attached hereto and made a part hereof (the "Premises"), which Premises is part of that certain larger parcel of land located at 19031 Baker Rd., Umatilla, Florida 32784 (the "Project"), together with all rights to use the parking improvements and the access roadway improvements of the Project for the limited purpose of parking, access, ingress and egress. Landlord represents and warrants to Tenant that the Premises has access to a public right-of-way either directly or via recorded easement.

1.2 **Rent.** Landlord and Tenant acknowledge and agree that Monthly Fixed Minimum Rent shall be $0.00.

1.3 **Term.** The term of this Lease (the "Term") shall begin on ______________ (the "Commencement Date") and terminate on the day preceding the one year anniversary of the Commencement Date, unless extended or sooner terminated in accordance with the provisions of this Lease. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to terminate this Lease at any time during the Term on thirty (30) days' prior written notice to Landlord.

1.4 **Renewals.** Tenant shall have the option to extend the initial Term for twelve (12) months (the "Extended Term"), provided that written notice of the election of such option shall be sent to Landlord not less than sixty (60) days prior to the expiration of the initial Term. If said option is duly exercised, the initial Term shall be automatically extended without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in this Lease. Any reference to the “Term of this Lease” or “Term” shall mean the initial Term together with the Extended Term. If the option to extend is not exercised in accordance with this section, then the option to renew shall automatically terminate and be null and void.

1.5 **Independent Consideration.** As of the date of this Lease, Tenant has delivered to Landlord the cash sum of One Hundred and No/100 Dollars ($100.00) as non-refundable consideration (the "Independent Consideration"). The Independent Consideration has been bargained for and agreed to by the parties as consideration for Landlord’s execution and delivery of this Lease and for certain of the rights and privileges afforded Tenant hereunder. Therefore, the Independent Consideration shall be retained by Landlord in all events, even if this Lease is terminated for any reason.

ARTICLE 2
INSURANCE

2.1. **Insurance.** At all times during this Lease, Tenant shall, at its own expense, maintain and provide general liability insurance in the amount of one million dollars ($1,000,000.00) and such insurance policy shall name Landlord and, at Landlord's request, any mortgagee of Landlord as an additional insured, as their respective interests may appear. Tenant shall also maintain worker's compensation insurance having limits not less than required by applicable law. Should any such insurance expire or be canceled during the Term, Tenant shall provide Landlord with renewal or replacement certificates at least ten (10) days prior to the expiration or cancellation of the original policies. Tenant shall maintain and provide "all risk" coverage insurance to the extent of the full replacement value of the improvements installed on the Premises by Tenant.

Landlord shall maintain with responsible insurance companies qualified to do business in the State where the Premises are located, "all-risk" coverage insurance to the extent of the full replacement value of the buildings and improvements now located or hereafter constructed within the Project, excluding the Premises.

2.4 **Real Estate Taxes.** The term "Taxes" shall mean and include all general ad valorem real estate taxes which are payable during the Term with respect to the Project other than any fine, penalty, cost or interest for any tax or assessment or part thereof which Landlord failed to timely pay (except if same are imposed by reason of Tenant's default hereunder). Landlord shall pay, prior to delinquency, all Taxes levied or assessed against the Project. Tenant shall reimburse Landlord, on demand, for that portion of the Taxes attributable to the Premises.

ARTICLE 3
USE AND ASSIGNMENT

3.1 **Use.** Tenant may use the Premises only as a cannabis cultivation and production facility and ancillary uses (the "Permitted Use").

3.2 **Compliance with Law.** Tenant agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer (including but not limited to laws, orders and regulations with respect to the Americans with Disabilities Act) which shall impose any duty upon Tenant with respect to its particular use of the Premises and any improvements Tenant constructs thereon. It is the intent of the parties that Tenant shall, for example, be responsible for any building code violations or other requirements regarding construction and/or the physical existence of any improvements located on the Premises. Each party shall, at its own expense, obtain all required licenses or permits necessary for the compliance with the terms of this Section.

3.3 **Quiet Enjoyment.** Tenant shall, at all times during this Lease, peaceably and quietly enjoy the Premises without any disturbance from Landlord or from any other person claiming by, through or under Landlord, including without limitation any mortgagee of Landlord.

3.4 **Assignment and Sublet.** Tenant shall not have the right to assign or sublet its rights and obligations under the Lease without Landlord's consent, which consent may be withheld by Landlord in its sole and absolutely discretion, and provided that Tenant shall remain liable for the full performance of all Tenant obligations hereunder during the entire Term, unless expressly released by Landlord. Notwithstanding the foregoing, Tenant may assign this Lease or sublet the Premises without Landlord's consent to any entity that controls, is controlled by or is under common control with Tenant, or to any entity resulting from a merger or consolidation with Tenant or a corporate reorganization, or to any person or entity which acquires all or substantially all of the assets of Tenant's business.

ARTICLE 4
MAINTENANCE; ALTERATIONS; DAMAGE AND CONDEMNATION

4.1 Maintenance and Repair of Premises. At Tenant's sole cost and expense, Tenant shall maintain all of Tenant's structures and property placed on the Premises. Tenant shall be solely responsible for and promptly pay all charges for any utilities used or consumed in, or furnished to, the Premises. In no event shall Landlord be liable for an interruption or failure in the supply of any utilities to the Premises. Tenant shall also be responsible for and promptly pay all deposits, meter charges, impact fee and hookup charges related to any utilities furnished to or serving the Premises.

4.2. Alterations. Tenant may make alterations to the Premises without Landlord's consent, provided that such alterations do not adversely affect the marketable value of the Premises, and further provided that at the expiration of the term of this Lease, Tenant shall repair the Premises to substantially the same condition in which it existed prior to the Tenant's occupancy of the Premises, normal wear and tear excepted. The foregoing obligation of Tenant shall survive the expiration of the term of this Lease or the earlier termination thereof.

Nothing contained in this Agreement shall be construed as consent on the part of Landlord to subject the Premises to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Premises shall not be subject to such liability. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Chapter 713, Florida Statutes. In the event that a statutory or common law claim of lien is filed against the Premises in connection with any work performed by or on behalf of Tenant, Tenant shall pay and satisfy such claim of lien, of record, or shall transfer same to bond, within ten (10) days from the date of such filing. In the event that Tenant fails to satisfy or transfer, of record, such claim of lien within such ten (10) day period, Landlord may do so and thereafter charge Tenant, as additional rent, all costs incurred by Landlord in connection with satisfaction or transfer of such claim of lien to other collateral (whether by bonding or otherwise), including attorney's fees. Further, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any damage or loss incurred by Landlord as a result of any such statutory or common law claim or lien. If so requested by Landlord, Tenant shall execute a short form or memorandum of this Agreement, which may, in Landlord's discretion, be recorded in the Public Records of Lake County, Florida, for the purpose of protecting Landlord's estate from statutory claims of lien, as provided in Section 713.10, Florida Statutes. This paragraph shall survive the termination of this Agreement.

4.3 Damage or Destruction of Leased Premises. If during the Term the Premises shall be damaged by fire or other casualty, Tenant shall forthwith proceed to repair such damage and restore the Premises to substantially their condition at the time of such damage, and further, Tenant, at its sole cost and expense, shall repair and restore whatever fixtures, equipment and other personalty it had installed prior to the damage or destruction.

4.4 Condemnation. In the event of condemnation or other similar taking or transfer due to governmental order, of all or any portion of the Premises such that it renders the Premises reasonably and economically unsuitable for Tenant's business, as determined by Landlord in its reasonable discretion, Landlord shall at Landlord's option have the right to terminate this Lease, in which case the rent shall be apportioned as of such date, any prepaid rents or deposits shall be returned, and Tenant shall be released of all further duties and obligations hereunder. Landlord shall be entitled to the entire proceeds of any condemnation award. Although all damages in the event of any condemnation shall belong to Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recovered by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's furniture, fixtures, improvements and equipment from the Premises.

ARTICLE 5
DEFAULT AND REMEDIES

5.1 **<u>Events of Default</u>.** If Tenant shall neglect or fail to perform or observe any of Tenant’s covenants and if such neglect or failure shall continue, in the case of rent, for more than ten (10) days after the date due, or in any other case for more than thirty (30) days after Tenant’s receipt of written notice of such failure then, and in any of said events (“Event of Default”) Landlord lawfully may, immediately or at any time thereafter, pursuant to summary disposition or other legal proceedings, enter into and upon the Premises or any part thereof, and repossess the same as of its former estate, and expel Tenant, and those claiming through or under Tenant, and remove any personalty left by Tenant (or anyone claiming an interest by through or under Tenant) without being deemed guilty of any manner or trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and Landlord shall also have the option, at any time, of terminating this Lease upon written notice thereof given to Tenant. In the event that Landlord terminates this Lease or repossesses the Premises due to an Event of Default as aforesaid, Tenant shall (i) remain liable for all rental and other obligations accruing up to the date of such repossession or termination, and (ii) be liable to Landlord for all reasonable costs actually incurred in connection with the repossession and re-letting of the Premises (including, without limitation, reasonable attorneys’ and brokerage fees, and (iii) remain liable for the payment of all its rental obligations as and when same shall be due and payable hereunder for the balance of the unexpired term of this Lease in effect as of the date of the repossession by Landlord until termination. In the event the Premises are re-let by Landlord, Tenant shall be entitled to a credit against its rental obligations hereunder in the amount of rents received by Landlord from any such re-letting of the Premises less any reasonable costs incurred by Landlord (not previously reimbursed by Tenant) in connection with the repossession and re-letting of the Premises (including without limitation reasonable attorneys’ fees and brokerage commissions). In the event of any termination of this Lease or repossession of the Premises by Landlord as aforesaid, Landlord shall use reasonable efforts to mitigate its damages hereunder.

If Landlord shall violate, neglect or fail to perform or observe any of the representations, covenants, provisions, or conditions contained in the Lease on its part to be performed, which default continues for a period of more than thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (provided that Landlord must have undertaken procedures to cure the default within such thirty (30) day period and thereafter diligently pursues such efforts to cure to completion), Tenant may at its option (i) terminate this Lease or (ii) incur any reasonable expense necessary to perform the obligation of Landlord in such notice and bill Landlord for the costs thereof. This self help option is for the sole protection of Tenant and shall not release Landlord from its obligation to perform the terms, covenants and conditions required to be performed by Landlord hereunder or deprive Tenant of any legal rights Tenant may have by reason of such default.

If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of a party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, or any circumstances beyond the control of the party obligated or permitted under the terms hereof to do or perform the same (a "force majeure event"), the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be an Event of Default for the period of such delay, hindrance or prevention.

5.2. **Interest on Late Payments**. All payments due under this Lease which are not paid when due which remain unpaid ten (10) days after their due date, shall bear interest from the original due date until paid at the rate of twelve percent (12%) per annum.

ARTICLE 6
ENVIRONMENTAL

6.1 **Hazardous Substances.** Tenant shall not bring any Hazardous Substance upon the Premises (except in accordance with the permitted use set forth in this Lease), unless properly contained and stored, and to be used or sold for lawful purposes in compliance with all applicable governmental laws, ordinances, rules and regulations.

ARTICLE 7
MISCELLANEOUS

7.1 **Mutual Indemnification.** Landlord shall hold harmless, indemnify, protect and defend Tenant, its officers, directors, partners, employees and agents from all liability, penalty, losses, damages, costs, expenses, causes of action, claims, and/or judgments arising (i) by reason of any death, bodily injury, personal injury or property damage occurring within the Project outside of the Premises during the Term, except to the extent caused by Tenant, its agents or employees; or (ii) breach of any of Landlord's obligations hereunder. Tenant shall hold harmless, indemnify and defend Landlord, its officers, employees and agents from all liability, penalty, losses, damages, costs, expenses, causes of action, claims, and/or judgments arising (i) by reason of any death, bodily injury, personal injury or property damage occurring within the Premises during the Term, except to the extent caused by Landlord, its agents or employees; (ii) by breach of any of Tenant's obligations hereunder; and (iii) by reason of any death, bodily injury, personal injury or property damage occurring within the Project that is caused by the act or omission of Tenant, its officers, directors, partners, employees and agents.

7.2 **Intentionally Omitted**.

7.3 **Brokers.** Each party represents and warrants to the other that it has not dealt with any real estate brokers and that there are no claims for brokerage commissions or finders' fees due and owing in connection with this Lease. Each party shall hold the other harmless and indemnify the other party for breach of the representations in this Section 7.3.

7.4. **Surrender; Holdover by Tenant.** At the end of Tenant's use or occupancy of the Premises pursuant to the terms of this Agreement, Tenant shall surrender the Premises in substantially the same condition as it existed prior to the effective date of this Lease, normal wear and tear excepted, and shall leave the Premises free of all equipment, packaging materials, any and all plastic material, pallets, pesticide containers, and all chemical or petroleum products and residues and other such materials. In the event Tenant remains in possession of the Premises after the termination of this Lease and the expiration of the Extended Term, and without the execution of a new lease, such tenancy shall be on a month-to-month basis, and Tenant shall pay to Landlord the amount of $1,000.00 per month during such holdover month-to-month tenancy as liquidated damages.

7.5 **<u>Relationship of Parties</u>.** The relationship between the parties hereto shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other.

7.6 **<u>Separability</u>.** Each and every covenant and agreement herein shall be separate and independent from any other. The breach of any covenant or agreement shall in no way discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to either party by this Lease or by law or equity are cumulative, and the exercise of any such right or remedy by either party shall not impair such party's right to exercise any other right or remedy available to such party under this Lease or by law or equity.

7.7 **<u>No Waiver</u>.** No delay in exercising or omission of the right to exercise any right or power by either party shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

7.8 **<u>Attorneys' Fees</u>.** In the event of any controversy arising under or relating to the interpretation or implementation of this Lease or any breach thereof, the prevailing party shall be entitled to payment for all reasonable attorneys' fees and costs (both trial and appellate) incurred in connection therewith.

7.9 **<u>Entire Lease</u>.** This Lease constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Lease may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.10 **<u>Applicable Law</u>.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are situated.

7.11 **<u>Subordination</u>.** This Lease is and shall be subject and subordinate, at all times, to the lien of any mortgages or deeds of trust which now affect the Premises. Tenant shall attorn to any foreclosing mortgagee, any purchaser acquiring title to the Premises by way of issuance of a certificate of title following a foreclosure sale, or any transferee acquiring title to the Premises by deed-in-lieu of foreclosure.

7.12. **<u>Notices</u>**. All notices and other communications under this Lease shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service. All notices and other communications under this Lease shall be given to the parties hereto at the addresses set forth at the beginning of this Lease. Any party hereto may change the address to which notices shall be directed under this Section 7.13 by giving ten (10) days written notice of such change to the other parties.

7.13. **Interpretations**. This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

7.14 **Time of the Essence**. Time of performance by either party of each and every term, covenant, condition or provision herein contained is of the essence.

7.15. **Binding Effect**. All of the terms, covenants, conditions and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, other legal representatives, heirs and permitted assigns.

7.16. **Headings**. The headings contained in this Lease are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Lease.

7.17. **Remedies Cumulative**. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

7.18. **Authority**. Each party represents to the other that it has the full right and authority to enter into this Lease and that all persons signing on behalf of Landlord have been duly authorized to do so by appropriate action.

7.19. **Waivers of Subrogation.** Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby waive and release all claims against each other and against the employees and agents of each other, for any loss or damage sustained by each other to the extent such claims are or could be insured against under a standard broad form policy of fire and extended coverage insurance, regardless of whether such policy is in effect at the time of such loss. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with damage to the Project or the Premises or any portions thereof or any personal property thereon; provided however, that failure to obtain such endorsements shall not affect the release hereinabove given.

7.20. **Intentionally Omitted**.

7.21. **Signage.** Tenant shall have the right to install its standard logo sign on the front exterior fascia of the Premises in compliance with Landlord's sign criteria. Tenant shall also have its sign included in the sign directory that identifies the tenants in the Project (if applicable).

7.22. **Estoppel Certificates.** Landlord and Tenant agree at any time and from time to time, upon not less than thirty (30) days prior written request by either of them to the other, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the date to which the rental and other charges have been paid in advance, if any, and whether or not any violations are in existence as of the date of said statement, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee, or leasehold, or mortgagee or assignee of any mortgage upon the fee or leasehold interest in the Premises, or by any assignee of Tenant.

7.23. **Radon**. Florida law requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

7.24 **"AS IS"**. Notwithstanding anything contained herein to the contrary, Tenant accepts the Premises in the condition they are in on the date of execution of this Agreement and in no event shall Landlord be responsible in damages because of any shortage of water, or because of the quality of water, on said Premises, or for any other condition of the Premises. IT IS UNDERSTOOD AND AGREED THAT TENANT ACCEPTS THE PREMISES "AS IS" AND LANDLORD MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PREMISES OR THE CONDITION OF THE PREMISES, INCLUDING WITHOUT LIMITATION WHETHER THE PREMISES ARE NOW, OR WILL HEREAFTER BE, SUITABLE FOR TENANT'S INTENDED PURPOSES, OR ANY OTHER PURPOSES. TENANT ACCEPTS THE PREMISES IN THE CONDITION THEY ARE IN ON THE DATE OF EXECUTION OF THIS AGREEMENT.

(signatures on next page)

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on their behalf as of this ____ day of _____________, 2019.

LANDLORD:

____

_____________________________ By: ________________________________
Print Name of Witness below

Name: ______________________________

Title: _______________________________

____
Print Name of Witness below

TENANT:

SPRING OAKS GREENHOUSES, INC., a Florida corporation

_____________________________ By: ________________________________
Print Name of Witness below

Name: ______________________________

Title: _______________________________

____
Print Name of Witness below

EXHIBIT "A"

EXHIBIT E

NOTE

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ***[INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]***.

THIS NOTE AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

CONVERTIBLE SECURED NOTE DUE ____________, 2020

US $11,400,000.00 Date of Issuance: __________ ___, 2019

FOR VALUE RECEIVED, Green Growth Brands Inc., a corporation incorporated and existing under the *Business Corporations Act* (Ontario) (the "**Company**"), hereby unconditionally promises to pay to the order of Stanley W. Harris, a Florida resident, in his capacity as representative of the sellers under the Share Purchase Agreement (the "**Holder**"), or his permitted transferees or assigns, the aggregate principal sum of Eleven Million Four Hundred Thousand Dollars ($11,400,000.00) (the "**Principal Amount**"). Except as expressly provided herein, all payments of principal and accrued interest by the Company under this Convertible Note (this “**Note**”) shall be made in United States dollars in immediately available funds to the account specified by the Holder. Except as otherwise provided herein, this Note shall accrue interest at a rate of fifteen percent (15%), simple interest, per annum.

1. <u>Definitions</u>. Unless the context otherwise requires, when used herein the following terms shall have the meanings indicated:

(a) "**Affiliate**" means, with respect to any person or entity, any person or entity which directly or indirectly controls, is controlled by or is under common control with such person or entity, as applicable. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

(b) “**Change of Control**” means (i) the sale by the Company of all or substantially all of the assets of the Company, or (ii) the sale, transfer, merger or other disposition of fifty percent (50%) or more of the outstanding voting shares of the Company in a single transaction or a series of related transactions.

(c) “**Company Shares**” means the Company’s common shares.

(d) “**Conversion Price**” means the price per share of the Company Share equal to the greater of (i) $5.00 and (ii) the closing market price of a Company Share on the CSE on the trading day immediately prior to the Maturity Date, less fifteen percent (15%).

(e) “**CSE**” means the Canadian Securities Exchange or similar exchange.

(f) "**Maturity Date**" means the earlier of **______________**, 2020[1] or a Change of Control.

(g) "**Outstanding Balance**" means all outstanding principal and accrued interest under the Note.

(h) "**Person**" means an individual, corporation, partnership, limited partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

(i) "**Share Purchase Agreement**" means that certain Share Purchase Agreement dated as of June 3, 2019, by and among the Company, Holder, and the other parties set forth therein.

2. Transfer. This Note is transferable and assignable by the Holder to any Person previously approved, in writing, by the Company; *provided, however*, that no approval shall be required in connection with any transfer or assignment of this Note to an Affiliate of the Holder in compliance with applicable securities laws. The Company agrees to issue from time to time a replacement Note in the form hereof to facilitate such approved transfers and assignments. In addition, after delivery of an indemnity in form and substance reasonably satisfactory to the Company, the Company also agrees to promptly issue a replacement Note if this Note is lost, stolen, mutilated or destroyed.

3. Conversion.

(a) Maturity. On the Maturity Date, the Holder, in its sole option, may elect to (i) have the Outstanding Balance repaid by the Company in cash; or (ii) subject to the share issuance restrictions set forth in Section 3(g), convert such Outstanding Balance into Company Shares at the Conversion Price.

(b) Pay-off upon Conversion. If the Outstanding Balance is converted in full pursuant to Section 3(a) above, then such principal amount shall be deemed to have been paid in full by the Company on the date of such conversion.

(c) Conversion Mechanics. In connection with conversion of the Note pursuant to Section 3(a) above, the Holder shall surrender the Note, duly endorsed without recourse, representation or warranty, at the principal office of the Company. At its expense, the Company shall, as soon as practicable thereafter, cause to be issued and delivered to the Holder at such address set forth on the books and records of the Company or at such other place as may be designated by the Holder in writing to the Company a certificate or certificates for the Company Shares (bearing such legends as

[1] The date 12 months from the Closing Date.

may be required), together with a check payable to the Holder for any cash amounts payable as described in subsection (e) below.

(d) Legends. Any certificate representing the Company Shares issued in accordance with the terms of this Note will bear the following legends:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF GREEN GROWTH BRANDS INC. (THE "CORPORATION"), THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

Subject to applicable securities laws, any certificate representing the Company Shares issued in accordance with this Note prior to the date which is four months and one day after the Date of Issuance hereof will bear the following legends:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ***[INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]***."

(e) No Fractional Shares. No fractional Company Shares shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional Company Shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder an amount in cash equal to the product obtained by multiplying the Conversion Price applied to effect such conversion by the fraction of a Company Share not issued pursuant to the previous sentence. Upon conversion of this Note in full and the payment of the amounts specified in this Note, the Company shall be released from all of its obligations and liabilities under this Note.

(f) Payment Process. All payments to be made by the Company shall be made without set-off, recoupment or counterclaim and free and clear of and without any deduction of any kind for any taxes, levies, fees, deductions, withholdings, restrictions or conditions of any nature.

(g) Share Issuance Restriction. The Company's ability to issue any Company Shares to satisfy the Outstanding Balance shall be subject to the following restrictions:

(i) The Company Shares will not be subject to any resale restrictions under applicable Canadian securities law, provided that at the time of any trade by the Holder:

3.g.i.1. Such trade is not a "control distribution" (as such term is defined in National Instrument 45-102 *Resale of Securities* ("**NI 45-102**"));

3.g.i.2. No unusual effort is made by the Holder to prepare the market or to create a demand for the Company Shares; and

3.g.i.3. No extraordinary commission or consideration is paid to a person or company in respect of the trade.

4. Representations and Warranties of the Holder. In connection with the transactions contemplated by this Note, the Holder represents and warrants to the Company, as of the Date of Issuance and the Maturity Date, as follows:

(a) The Holder acknowledges that this Note is made with the Holder in reliance upon the Holder's representation to the Company, which the Holder hereby confirms by executing this Note, that this Note and the Company Shares, if acquired, will be acquired for investment for the Holder's own account, not as a nominee or agent (unless otherwise specified on the Holder's signature page hereto), and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Note, the Holder further represents that the Holder does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Company Shares.

(b) The Holder acknowledges that it has received all the information it considers necessary or appropriate to enable it to make an informed decision concerning an investment in the Company Shares. The Holder further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the Company, its business, and the Company Shares. The Holder confirms that the Company has not given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Company Shares. In deciding to purchase the Company Shares, if applicable, the Holder is not relying on the advice or recommendations of the Company and has made its own independent decision that the investment in the Company Shares is suitable and appropriate for the Holder. The Holder understands that no federal, provincial or state agency, in any domestic or foreign jurisdiction, has passed upon the merits or risks of an investment in the Company Shares or made any finding or determination concerning the fairness or advisability of such investment.

(c) The Holder is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Company Shares.

(d) The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act and section 2.3 of National Instrument 45-106 – *Registration Exemptions*. The Holder agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with Canadian securities laws and applicable U.S. federal and state securities laws in connection with the Company Shares.

(e) The Holder understands that this Note and the Company Shares have not been, and will not be, registered or qualified under applicable securities law, by reason of specific exemptions from the registration or qualification provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein. The Holder understands that the Company Shares are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, the Holder must hold the Company Shares indefinitely unless they are registered in accordance with all applicable law, or an exemption from such registration and qualification requirements is available. The Holder acknowledges that the Company has no obligation to register or qualify this Note or the Company Shares for resale or to file for or comply with any exemption from registration or prospectus requirements and further acknowledges that, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for this Note or the Company Shares, and on requirements relating to the Company which are outside of the Holder's control, and which the Company is under no obligation, and may not be able, to satisfy.

(f) The Holder resides in the state or province identified in the address shown on the Holder's signature page hereto.

5. Reorganization, Recapitalization, Merger. If there occurs any reorganization, recapitalization, reclassification, amalgamation, merger, or statutory conversion to another form of business entity involving the Company in which the Company Shares are converted into or exchanged for other securities, then Holder will receive upon conversion of this Note, in lieu of the Company Shares, for the Conversion Price, the kind and amount of other securities receivable upon such reorganization, recapitalization, reclassification, amalgamation, merger, or statutory conversion to another form of business entity, by the holders of the Company Shares.

6. Event of Default.

The occurrence of any of the following events shall constitute an "**Event of Default**" hereunder:

(a) the failure of the Company to make any payment of principal on this Note when due, whether at maturity, upon acceleration or otherwise;

(b) (i) the Company makes a determination to discontinue (or does cease to conduct) business, makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; (ii) an order, judgment or decree is entered adjudicating the Company as bankrupt or insolvent; (iii) any order for relief with respect to the Company is entered under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other applicable bankruptcy or insolvency law; (iv) the Company petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Company or of any substantial part of the assets of the Company commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or (v) any such petition or application in (iv) above is filed, or any such proceeding is commenced, against the Company and either (x) the Company by any act indicates its approval thereof, consents thereto or acquiesces therein or (y) such petition, application or proceeding is not dismissed within sixty (60) days;

(c) unless waived by the Holder, if the Company fails to observe or perform in any material respect any of its covenants contained in the Note and such failure continues for more than thirty (30) days after delivery of written notice thereof;

(d) unless waived by the Holder, the Company's material breach of any other term or provision in this Note and such failure continues for more than thirty (30) days after delivery of written notice thereof; or

(e) the Company's indebtedness for borrowed money is accelerated as a result of a default or breach under any agreement for such borrowed money, including but not limited to loan agreements, or material breach under any real property lease agreements and material capital equipment lease agreements, by which the Company is bound or obligated, which breach is not cured by the Company within the applicable time periods thereof.

Upon the occurrence of any Event of Default, the Outstanding Balance under this Note shall become immediately due and payable upon election of the Holder. Following the occurrence of any Event of Default, any Outstanding Balance shall bear interest from the date of such Event of Default until paid in full at the highest rate of interest allowed under the laws of the State of Florida.

7. Security. This Note is secured by that certain Security Agreement, of even date herewith, between the Company and Representative.

8. Amendments in Writing. Any term of this Note may be amended, modified (including, without limitation, any extension of the Maturity Date, to change the Conversion Price or to cause the Note to be pre-payable) or waived upon the written consent of the Company and the Holder. No such waiver or consent in any one instance shall be construed to be a continuing waiver or a waiver in any other instance unless it expressly so provides.

9. No Rights as a Shareholder. This Note does not by itself entitle the Holder to any voting rights or other rights as a shareholder of the Company. In the absence of conversion of this Note, no provisions of this Note, and no enumeration herein of the rights or privileges of the Holder, shall cause the Holder to be a shareholder of the Company for any purpose.

10. Waivers. The Company hereby forever waives presentment, demand, presentment for payment, protest, notice of protest, notice of dishonor of this Note and all other demands and notices

in connection with the delivery, acceptance, performance and enforcement of this Note, which waiver shall be binding upon any and all of the Company's successors and assigns under this Note.

11. Governing Law. This Note, and all matters arising directly and indirectly herefrom, shall be governed in all respects by the laws of the State of Florida as such laws are applied to agreements between parties in the State of Florida. In the event of any legal or equitable action arising under this Note, jurisdiction and venue of such action shall lie exclusively within the state courts of Florida, located in Orange County, Florida, or in the United States District Court for the Middle District of Florida, Middle Division, and the parties hereto specifically waive any other jurisdiction and venue.

12. Notices. All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Holder at the address set forth on the books and records of the Company or at such other place as may be designated by the Holder in writing to the Company in accordance with the provisions of this Section 12, and to the Company at the Company's principal place of business, or to such e-mail address, facsimile number or address as subsequently modified by written notice in accordance with the provisions of this Section 12.

13. Successors and Assigns. This note shall be binding upon the successors or assigns of the Company and shall inure to the benefit of the successors and permitted assigns of the Holder.

14. Remedies. The rights, remedies and benefits herein specified are cumulative and not exclusive of any rights, remedies or benefits which the Holder hereof otherwise may have.

15. Attorney Fees. The Company agrees to pay all costs of collection, including reasonable attorney fees, paralegal fees, law clerk fees and other legal costs and expenses, in the event any Outstanding Balance is not paid when due, whether suit be brought or not, and whether through courts of original jurisdiction, courts of appellate jurisdiction or through a bankruptcy court or other legal proceedings.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Note as of the date first above written.

COMPANY:

GREEN GROWTH BRANDS INC.

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

Address:
77 King Street West
Suite 2905
Toronto, ON. M5K 1A2

HOLDER:

____
Stanley W. Harris

Address:
____
____
____

EXHIBIT F

FORM OF LOCK-UP AGREEMENT

__________________, 2019

Green Growth Brands Inc.
____
____

Re: Lock-up Agreement

Ladies and Gentlemen:

The undersigned signatory of this lock-up agreement ("***Lock-Up Agreement***") understands that he, she, or it is receiving common shares of Green Growth Brands Inc., a corporation organized and existing under the laws of the Province of Ontario ("***GGB***," and such shares, the "***GGB Shares***"), in connection with the acquisition by GGB Florida LLC ("**GGBF**") of the Purchased Shares under that certain Share Purchase Agreement (the "***Purchase Agreement***"), by and among GGB, GGBF, Spring Oaks Greenhouses, Inc., a Florida corporation, the sellers set forth in Schedule 1 of the Purchase Agreement (each, a "***Seller***" and collectively, the "***Sellers***"), and Stanley W. Harris, as the representative of each Seller, pursuant to which the Sellers sold, transferred and conveyed to GGBF, and GGBF purchased from the Sellers, the Purchased Shares, in exchange for the Purchase Price, which includes the issuance of GGB Shares to certain of the Sellers, as further set forth in the Purchase Agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Purchase Agreement.

The undersigned signatory is or may become a holder of GGB Shares as a result of the payment of a portion of the Purchase Price in the form of GGB Shares pursuant to the Purchase Agreement (collectively, the "***Lock-Up Shares***"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably agrees that, subject to the exceptions set forth herein, the undersigned will not, during the four (4) month period from the date that any Lock-Up Shares are issued by GGB to the undersigned, directly or indirectly, through an "affiliate" or "associate" (as such terms are defined or interpreted under applicable securities Laws), or otherwise, offer, sell, pledge, hypothecate, lend, grant an option, right or warrant for sale, purchase any option, warrant or contract to sell, or otherwise dispose of, or transfer or grant any rights with respect to any of the Lock-Up Shares (or any shares acquired by the undersigned pursuant to a stock split, stock dividend, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of GGB (each an "***Adjustment***" and such shares "***Adjustment Shares***") affecting the Lock-Up Shares (the Adjustment Shares, together with the Lock-Up Shares, the "***Undersigned's Securities***")) in any manner either privately or publicly, or enter into any agreement or any transaction that has the effect of transferring, in whole or in part, directly or indirectly, the economic consequence of ownership of the Undersigned's Securities, whether any such agreement or transaction is to be settled by delivery of the Undersigned's Securities or otherwise, except in the proportions set forth on Schedule 1, subject to the lock-up provisions set forth herein and, in all cases, applicable law.

The undersigned further shall not publicly disclose the intention to do any of the foregoing. The limitations set forth in Schedule 1 hereto shall be administered by GGB's transfer agent, subject to an escrow agreement between GGB and such transfer agent.

The undersigned acknowledges and agrees that the foregoing restrictions preclude the undersigned from entering into any swap, hedge or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Undersigned's Securities, whether any such swap or transaction is to be settled by delivery of GGB Shares or other securities, in cash or otherwise. The undersigned further acknowledges and agrees that the foregoing restrictions preclude the undersigned from engaging in any hedging or other transaction which is designed to, or which reasonably could be expected to lead to or result in, a sale or disposition of the Undersigned's Securities even if disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Securities or with respect to any security that includes, relates to or derives any significant part of its value from such securities.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Securities: (a) as a *bona fide* gift or gifts; (b) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned; (c) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (i) to another corporation, partnership, limited liability company, trust or other business entity that is a direct or indirect affiliate (as defined or interpreted under applicable securities Laws) of the undersigned or (ii) pursuant to distributions of GGB Shares to limited partners, limited liability company members or stockholders of the undersigned; (d) if the undersigned is a trust, to the beneficiary of such trust; and (e) by testate succession or intestate succession; *provided, however*, that such transfer shall not involve a disposition for value and the transferee agrees in a writing, of which the form and substance is reasonably acceptable to GGB, to be bound by the terms of this Lock-Up Agreement. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin.

Any attempted transfer in violation of this Lock-Up Agreement will be of no effect and null and void, regardless of whether the purported transferee has any actual or constructive knowledge of the transfer restrictions set forth in this Lock-Up Agreement, and will not be recorded on the stock transfer books of GGB. In order to ensure compliance with the restrictions referred to herein, the undersigned agrees that GGB and its transfer agent are hereby authorized to decline to make any transfer of GGB Shares if such transfer would constitute a violation or breach of this Lock-Up Agreement. GGB may cause the legend set forth below, or a legend substantially equivalent thereto, to be placed upon any certificate(s) or other documents, ledgers or instruments evidencing the undersigned's ownership of GGB Shares:

> UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [TO INSERT DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AND MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH A LOCK-UP AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred hereunder, and any obligations of the undersigned, shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

This Lock-Up Agreement, and any claim, controversy or dispute arising under or related to this Lock-Up Agreement, shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Any and all remedies herein expressly conferred upon GGB will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity, and the exercise by GGB of any one remedy will not preclude the exercise of any other remedy. The undersigned agrees that irreparable damage would occur to GGB in the event that any of the provisions of this Lock-Up Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that GGB shall be entitled to seek an injunction or injunctions to prevent breaches of this Lock-Up Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which GGB is entitled at law or in equity, and the undersigned waives any bond, surety or other security that might be required of GGB with respect thereto.

This Lock-Up Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Lock-Up Agreement (in counterparts or otherwise) by GGB and the undersigned by facsimile or electronic transmission in .PDF format shall be sufficient to bind such parties to the terms and conditions of this Lock-Up Agreement.

(Signature Page Follows)

Very truly yours,

____
(Name of Shareholder)

By: ________________________________

Name (if entity): _______________________

Title (if entity): _______________________

ACKNOWLEDGED AND AGREED:

GREEN GROWTH BRANDS INC.

By: ___________________________
Name:
Title:

SCHEDULE 1

RELEASE SCHEDULE

Proportion to be Released, Subject to Lock-Up Conditions	**Release Date**
1/12 of the Undersigned's Securities	1 months from the date on which the Transaction is completed (the "**Closing Date**")
1/11 of the remaining Undersigned's Securities	2 months from the Closing Date
1/10 of the remaining Undersigned's Securities	3 months from the Closing Date
1/9 of the remaining Undersigned's Securities	4 months from the Closing Date
1/8 of the remaining Undersigned's Securities	5 months from the Closing Date
1/7 of the remaining Undersigned's Securities	6 months from the Closing Date
1/6 of the remaining Undersigned's Securities	7 months from the Closing Date
1/5 of the remaining Undersigned's Securities	8 months from the Closing Date
1/4 of the remaining Undersigned's Securities	9 months from the Closing Date
1/3 of the remaining Undersigned's Securities	10 months from the Closing Date
1/2 of the remaining Undersigned's Securities	11 months from the Closing Date
All of the remaining Undersigned's Securities	12 months from the Closing Date

EXHIBIT G

FORM OF SECURITY AGREEMENT

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement"), dated as of ____________ ___, 2019, is executed and delivered by **GREEN GROWTH BRANDS INC.**, a corporation incorporated and existing under the *Business Corporations Act* (Ontario) ("Debtor"), to and for the benefit of **STANLEY W. HARRIS** ("Secured Party"), a Florida resident, as the representative of each seller under that certain Share Purchase Agreement dated as of June 3, 2019 by and among Debtor, Secured Party, and the other parties set forth therein (the "Purchase Agreement"). The Debtor and Secured Party are sometimes individually referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Purchase Agreement.

R E C I T A L S:

WHEREAS, in connection with the Purchase Agreement, pursuant to which GGB Florida LLC, a wholly-owned subsidiary of Debtor ("GGB FL"), purchased the Purchased Shares from Sellers, Debtor agreed to grant a security interest in the Collateral (as defined herein) as security for Debtors' obligations under the Convertible Secured Note dated the date hereof in the principal amount of $11,400,000 (the "Note"); and

WHEREAS, in order to induce Secured Party to accept the payment terms for the Purchased Shares set forth in the Purchase Agreement, Debtor is entering into this Agreement granting Secured Party a lien and security interest in and to the Collateral (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SECURITY INTEREST. For good and valuable consideration, Debtor grants to Secured Party a continuing security interest in the Collateral described below to secure the Obligations described in this Agreement.

2. OBLIGATIONS. The Collateral shall secure the payment and performance of all of Debtor's obligations to Secured Party pursuant to the Note, including all renewals, extensions, amendments, modifications or replacements thereof and expenditures incurred by Secured Party upon the occurrence of a default thereunder (collectively, "Obligations").

3. COLLATERAL. All of Debtor's, GGB FL's, and/or the Company's right, title and interest in and to the assets and property of the Company, whether now existing or hereafter from time to time acquired, as described in greater detail on Schedule 3 hereof shall constitute the "Collateral."

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Debtor represents, warrants and covenants to Secured Party that:

(a) Debtor shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein;

(b) Debtor has the right and is duly authorized to enter into and perform its obligations under this Agreement; Debtor's execution and performance of this Agreement does not and will not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may now or hereafter be binding on Debtor, not including any federal Law applicable or related to cannabis;

(c) No action or proceeding is pending against Debtor which might result in any material or adverse change in its financial condition or materially affect the Collateral;

(d) Debtor has not violated and shall not violate any applicable federal, state, county or municipal statute, regulation or ordinance which may materially and adversely affect its ownership of the Collateral or cause the Collateral to be subject to forfeiture or seizure, not including any federal Law applicable or related to cannabis;

(e) This Agreement and the obligations described in this Agreement are executed and incurred for business and not consumer purposes;

(f) Debtor has all requisite power to own and operate its properties and to carry on its business as now being conducted, and has all necessary licenses, permits, and franchises necessary to conduct its business, except a failure to have any license, permit, or franchise would not result in a material adverse effect with respect to Debtor; and

(g) No consent, license, or authorization of, or filing with, or notice to, any person or entity other than any applicable governmental or regulatory agency, is necessary or required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement and the transactions contemplated hereunder, except as already obtained (any such consents, licenses, authorizations, filings or notices remaining in full force and effect) or to be obtained in a timely manner.

5. FINANCING STATEMENTS AND OTHER DOCUMENTS. Debtor shall at any time and from time to time, take all actions and execute all documents reasonably requested or required by Secured Party to attach, perfect and maintain Secured Party's security interest in the Collateral and establish and maintain Secured Party's right to receive the payment of the proceeds of the Collateral including, but not limited to, any financing statements, continuation statements,

amendments, notices of lien and other documents required by the Uniform Commercial Code of the applicable jurisdiction (the "UCC"), and other applicable law. The Secured Party shall pay the costs of filing all such documents in all offices wherever filing or recording is reasonably deemed by Secured Party to be necessary or desirable. Secured Party shall be entitled to perfect its security interest in the Collateral by filing carbon, photographic or other reproductions of this Agreement and/or the aforementioned documents with any authority required by the Uniform Commercial Code or other applicable law. Debtor authorizes Secured Party to execute (where necessary) and/or file any financing statements, as well as extensions, renewals and amendments of financing statements, notices of lien or any other documents, in such form as Secured Party may reasonably deem necessary, to attach, perfect and maintain perfection of any security interest granted in this Agreement. Until Secured Party receives full payment for the Obligations, Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any jurisdiction any initial financing statements, continuation statements and amendments thereto as Secured Party reasonably deems necessary or advisable to comply with the UCC and/or to perfect the security interest granted herein, which financing statements shall contain any information required by Article 9 of the UCC of the applicable jurisdiction for the sufficiency of filing office acceptance of any financing statement, continuation or amendment, including, without limitation, whether Debtor is an organization, the type of organization, any organization identification number or federal employee identification number issued to Debtor; *provided, however*, that Secured Party notifies Debtor in writing of any such filing. Debtor agrees to furnish any such information to Secured Party promptly upon request.

6. INDEMNIFICATION. Secured Party shall not assume or be responsible for the performance of any of Debtor's obligations with respect to the Collateral under any circumstances. Debtor shall immediately provide Secured Party with written notice of, and hereby indemnifies and holds Secured Party and its members, managers, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (collectively "Claims") pertaining to the Collateral including, but not limited to, those arising from Secured Party's performance of Debtor's obligations with respect to the Collateral. Debtor, upon the request of Secured Party, shall hire legal counsel to defend Secured Party from such Claims, and pay the attorneys' fees, legal expenses and other costs to the extent permitted by applicable law, incurred in connection therewith.

7. TAXES AND ASSESSMENTS. Debtor shall execute and file all tax returns and pay all taxes, licenses, fees and assessments relating to the Collateral (including, but not limited to, income taxes, personal property taxes, intangible taxes, use taxes, excise taxes and license fees) in a timely manner.

8. EVENT OF DEFAULT. An Event of Default shall occur under this Agreement in the event of the occurrence of an Event of Default, as such term is defined in the Note, or in the event that Debtor fails to perform any obligation or breaches and warranty or covenant to Secured Party contained in this Agreement, which, if subject to cure, is not cured by Debtor with the time periods provided.

9. RIGHTS OF SECURED PARTY ON EVENT OF DEFAULT. Upon the occurrence of an Event of Default under this Agreement, Secured Party shall have any and all remedies of a secured party under the UCC, or the law of another jurisdiction if it shall be applicable, and all rights granted by this Agreement and the Note.

10. ASSIGNMENT. Debtor shall not be entitled to assign any of its rights, remedies or obligations described in this Agreement without the prior written consent of Secured Party. Consent may be withheld by Secured Party in its sole discretion; *provided, however*, that Debtor may assign this Agreement in connection with the assignment of the Purchase Agreement and the Note. Secured Party shall be entitled to assign some or all of its rights and remedies described in this Agreement with the consent of Debtor, which consent may be withheld by Debtor in its sole discretion.

11. MODIFICATION AND WAIVER. The modification or waiver of any of Debtor's obligations or Secured Party's rights under this Agreement must be contained in a writing signed by Debtor and Secured Party. Secured Party may perform any of Debtor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Debtor's obligations under this Agreement shall not be affected if Secured Party amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to Debtor or any third party or any of its rights against Debtor, any third party, Collateral or any other property securing the Obligations.

12. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective successors, permitted assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

13. NOTICES. Any notice, request, instruction, correspondence or other document to be given hereunder by any Party hereto to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by a nationally recognized courier service, to the addresses set forth in the Purchase Agreement.

14. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida (except to the extent governed by the UCC). Debtor consents to the jurisdiction and venue of any court located Orange County, Florida, in the event of any legal proceeding under this Agreement.

16. COLLECTION COSTS. To the extent permitted by law, Debtor agrees to pay Secured Party's reasonable fees and costs, including, but not limited to, fees and costs of attorneys or other agents (including without limitation, paralegals, clerks and consultants), which are incurred by Secured Party in collection of any amount due or enforcing any right or remedy under

this Agreement, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions.

17. MISCELLANEOUS. This Agreement is executed for commercial purposes. Time is of the essence in the performance of this Agreement. Debtor waives presentment, demand for payment, notice of dishonor and protest except as required by law. This Agreement shall remain in full force and effect until the earlier of (i) the date on which Secured Party provides Debtor with written notice of termination and (ii) Debtor's repayment of all amounts due under the Note. This Agreement represents the complete and integrated understanding between Debtor and Secured Party regarding the terms hereof.

18. WAIVER OF JURY TRIAL. SECURED PARTY AND DEBTOR HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS SECURITY AGREEMENT.

DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. DEBTOR ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written.

DEBTOR:

GREEN GROWTH BRANDS INC.

By: ______________________________________
Name: Peter Horvath
Title: Chief Executive Officer

SECURED PARTY:

____
Stanley W. Harris, in his capacity as Representative of the Sellers under the Purchase Agreement

SCHEDULE 3

COLLATERAL

All of the Company's inventory, equipment, accounts (including but not limited to all receivables), licenses (subject to applicable law), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all goodwill relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of, or relating to, the foregoing property.

GREEN GROWTH BRANDS INC.

PROMISSORY NOTE

Amount: US$2,770,000 Date: April 20, 2020

FOR VALUE RECEIVED, the undersigned, Green Growth Brands Inc. (the "**Borrower**"), incorporated under the laws of the Province of Ontario with its principal office and place of business at 4300 E 5th Avenue, Columbus, OH 43219, acknowledges itself indebted and **PROMISES TO PAY** to or to the order of All Js Greenspace LLC (the "**Lender**"), at its offices at 4300 East Fifth Ave., Columbus, Ohio 43219 or such other place as the Lender may designate, the principal amount of TWO MILLION SEVEN HUNDRED SEVENTY THOUSAND DOLLARS (US$2,770,000) in lawful money of the United States **ON DEMAND**, with interest on such amount at the rate, calculated in the manner and payable at the times specified in this Note.

The principal amount remaining from time to time unpaid and outstanding shall bear interest, both before and after demand and judgment to the date of the repayment in full of the principal amount, at the rate of five (5%) per cent per annum. Interest at such rate shall accrue daily and be calculated on the basis of the actual number of days elapsed in a year of 365 days or 366 days, as the case may be, and shall be payable on demand. Overdue interest shall bear interest at the reate of eight (8%) per cent per annum, calculated as aforesaid.

The Borrower shall have the right and privilege of paying the whole or any portion of the principal amount of this Note from time to time remaining unpaid and outstanding at any time or times.

The recording by the Lender in its accounts of principal amounts owing by the Borrower, accrued interest and repayments shall, in the absence of manifest mathematical error, be *prima facie* evidence of the same; provided that the failure of the Lender to record the same shall not affect the obligation of the Borrower to pay such amounts to the Lender.

The Borrower and all endorsers of this Note waive presentment for payment and notice of non-payment and agree and consent to all extensions or renewals of this Note without notice.

This Note is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Borrower irrevocably attorns and submits to the non-exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

IN WITNESS WHEREOF the Borrower has executed this Note effective as of the date written above.

GREEN GROWTH BRANDS INC.

Raymond C. Whitaker III

By: ______________________________

Authorized Signing Officer

Court File No. CV-20-00641220CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED and **AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF GREEN FROWTH BRANDS INC. *ET AL.***

Applicants

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

RESPONDING AND CROSS-MOTION OF
MICHAEL D. HORVITZ
MOTION RETURNABLE MAY 29, 2020)

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