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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGMENT 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

- and -

ALL JS GREENSPACE LLC

Respondents

RESPONDING MOTION RECORD OF THE RESPONDENT, ALL JS GREENSPACE LLC

McMILLAN LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, ON M5J 2T3

Wael Rostom LS#: 43165S
Tel: 416-865-7790
Fax: (416) 865-7048

Stephen Brown-Okruhlik LS#: 66576P
Tel: 416-865-7043

Lawyers for the Respondent All Js Greenspace LLC, a Debenture Holder, the DIP Lender and a Credit Bid Party

TO: **THE EMAIL SERVICE LIST**

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

ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED

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- and -

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INDEX

Tab 1

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

ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST

B E T W E E N :

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGMENT 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

- and -

ALL JS GREENSPACE LLC

Respondent

AFFIDAVIT OF GUNEEV BHINDER
(Sworn May 31, 2020)

I, Guneev Bhinder, of the City of Toronto, MAKE OATH AND SAY:

1. I am an associate at the law firm McMillan LLP ("**McMillan**"), lawyers for the Respondent, All Js Greenspace LLC. As such, I have personal knowledge of the matters set out in my affidavit, except to the extent such knowledge is specifically identified as being on information and belief, in which case I believe that information to be true.

2. I have been provided by Stephen Brown-Okruhlik, a lawyer at McMillan LLP, a letter dated May 30, 2020 from Lou Brzezinski to Wael Rostom, a lawyer at McMillan LLP, requesting disclosure of certain documents and examinations of Randy Whitaker, Wayne Boich, Jay Schottenstein, Jean Schottenstein and Joseph Schottenstein. A true copy of Mr. Brzezinski's letter is attached as Exhibit "**A**".

3. I have been further provided by Mr. Brown-Okruhlik with a letter dated May 31, 2020, from Mr. Rostom responding to Mr. Brzezinski's letter of May 30, 2020. A true copy of the letter, along with enclosures, and the email delivering the letter is attached as Exhibit "**B**".

SWORN AFFIRMED BEFORE ME in the City of Toronto over ZOOM due to the COVID-19 pandemic, this 31st day of May, 2020.

Guneev Bhinder

A Commissioner for taking Affidavits *(or as may be)*

This is Exhibit "A" referred to in the Affidavit

of Guneev Bhinder

sworn before me, this 31st day of

A Commissioner for Taking Affidavits

May 30, 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

Loopstra Nixon LLP
Attn: R. Graham Phoenix
135 Queens Plate Dr #600
Etobicoke, ON
M9W 6V7

WMB Resources LLC

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

Lawyers for All Js Greenspace LLC

Keyser Mason Ball, LLP
Attn: Wojtek Jaskiewicz
900 – 3 Robert Speck Parkway
Mississauga, ON
L4Z 2G5

Counsel to Capital Transfer Agency ULC, a Secured Party

Dear Mr. Taylor, Mr. Rostom, Mr. Pheonix, and Mr. Jaskiewicz:

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

Further to yesterday's adjourned Comeback Motion, and the instructions provided by Mr. Justice McEwen, our client requires disclosure of the following documents:

1) The agreement (and/or letter of intent) entered into between Green Ops Group's and GAOC for the acquisition of the GAOC Note;

2) GGB's terms of engagement with the Monitor for its role in the SISP;

3) The specific sale process to be employed by the Monitor for the sale process;

4) GGB board meeting minutes with respect to the issuance of the CAD $102,000,000 Backstop Debenture;

 5

5) All past, prior, draft, and submitted applications for Nevada state cannabis dispensary (medical or otherwise) licences cannabis dispensary (medical or otherwise); and,

6) All past, prior, draft, and submitted applications for Florida state cannabis dispensary (medical or otherwise) licences.

Further, we also request to examine the following parties:

1) Randy Whitaker III to be cross-examined on his affidavits sworn in support of these CCAA proceedings on Sunday, May 31, 2020 from 1:00PM to 4:00PM by way of video conference. We have contacted Neesons Court Reporting and they are in the midst of finding an available Court Reporter.

The examination of the following parties during the week of June 1, 2020 (or as soon as possible thereafter):

2) Wayne Boich;

3) Jay Schottenstein;

4) Jean Schottenstein; and,

5) Joseph Schottenstein.

To the extent that these documents are not produced, or the witnesses are not made available for examination, we will be asking the Court to draw an adverse inference.

We look forward to your response.

Yours very truly,

Blaney McMurtry LLP

Lou Brzezinski

LB/VA/jb

cc: Service List

This is Exhibit "B" referred to in the Affidavit

of Guneev Bhinder

sworn before me, this 31st day of

May, 2020.

A Commissioner for Taking Affidavits

From: Owen Gaffney
Sent: Sunday, May 31, 2020 1:30 PM
To: sgaudreau@blaney.com; lbrzezinski@blaney.com
Cc: wjaskiewicz@kmblaw.com; Wael Rostom; ataylor@stikeman.com; Phoenix, Graham; hyarotskaya@kmblaw.com; ssopic@stikeman.com; navis@stikeman.com; sharon.s.hamilton@ca.ey.com; david.saldanha@ca.ey.com; mwasserman@osler.com; diane.winters@justice.gc.ca; rakhee.bhandari@justice.gc.ca; asokol@plymouthrockfuel.com; ddamast@yorkcapital.com; ben.kraner@spgroup.com; sdym@yorkplains.com; SMorrison@capitaltransferagency.com; jsakalo@bilzin.com; eservice@bilzin.com; ghaffer@blanklaw.com; mfascitelli@mdfcap.com; mweinberger444@gmail.com; jbalvers@blaney.com; VArman@blaney.com; Margie Napolitano; mmendelzon@groiaco.com; jgroia@groiaco.com; Stephen Brown-Okruhlik
Subject: RE: GGB et al. | Court File No. 20-00641220-00CL
Attachments: Letter to L. Brzezinski (05.31.2020) (w Enclosures).PDF

Mr. Gaudreau,

Please see attached letter, with enclosures, of today's date.

Best,
Owen

From: Lambert, Thomas <tlambert@loonix.com>
Sent: Saturday, May 30, 2020 8:57 PM
To: SGaudreau@blaney.com; lbrzezinski@blaney.com
Cc: wjaskiewicz@kmblaw.com; Wael Rostom <Wael.Rostom@mcmillan.ca>; ataylor@stikeman.com; Phoenix, Graham <gphoenix@loonix.com>; hyarotskaya@kmblaw.com; ssopic@stikeman.com; navis@stikeman.com; sharon.s.hamilton@ca.ey.com; david.saldanha@ca.ey.com; mwasserman@osler.com; diane.winters@justice.gc.ca; rakhee.bhandari@justice.gc.ca; asokol@plymouthrockfuel.com; ddamast@yorkcapital.com; ben.kraner@spgroup.com; sdym@yorkplains.com; SMorrison@capitaltransferagency.com; jsakalo@bilzin.com; eservice@bilzin.com; ghaffer@blanklaw.com; mfascitelli@mdfcap.com; mweinberger444@gmail.com; jbalvers@blaney.com; VArman@blaney.com; Margie Napolitano <Margie.Napolitano@mcmillan.ca>; mmendelzon@groiaco.com; jgroia@groiaco.com; Stephen Brown-Okruhlik <Stephen.Brown-Okruhlik@mcmillan.ca>
Subject: RE: GGB et al. | Court File No. 20-00641220-00CL

Mr. Gaudreau,

Attached please find Mr. Phoenix's letter, in response to Mr. Brzezinski's letter of today's date.

In respect of the proposed cross-examination of Mr. Whitaker, at this time we do not intend to attend the same but kindly request that details of the same be circulated, if and when confirmed. As well, we will require a transcript of the same.

Regards,

Thomas Lambert
Associate

Direct: 416.748.5145

Cell: 365.366.2988
Fax: 416.746.8319
tlambert@loonix.com

LOOPSTRA NIXON LLP
BARRISTERS AND SOLICITORS

135 Queens Plate Drive, Suite 600, Toronto, Ontario, Canada M9W 6V7
www.loopstranixon.com

From: Stephen Gaudreau <SGaudreau@blaney.com>
Sent: May 30, 2020 10:56 AM
To: Wojtek Jaskiewicz <wjaskiewicz@kmblaw.com>; Wael Rostom <Wael.Rostom@mcmillan.ca>; ataylor@stikeman.com; Phoenix, Graham <gphoenix@loonix.com>
Cc: Hanna Yarotskaya <hyarotskaya@kmblaw.com>; ssopic@stikeman.com; navis@stikeman.com; sharon.s.hamilton@ca.ey.com; david.saldanha@ca.ey.com; mwasserman@osler.com; diane.winters@justice.gc.ca; rakhee.bhandari@justice.gc.ca; asokol@plymouthrockfuel.com; ddamast@yorkcapital.com; ben.kraner@spgroup.com; sdym@yorkplains.com; Sarah Morrison <SMorrison@capitaltransferagency.com>; jsakalo@bilzin.com; eservice@bilzin.com; ghaffer@blanklaw.com; mfascitelli@mdfcap.com; mweinberger444@gmail.com; Janis Balvers <jbalvers@blaney.com>; Lou Brzezinski <lbrzezinski@blaney.com>; Varoujan Arman <VArman@blaney.com>; Margie Napolitano <Margie.Napolitano@mcmillan.ca>; Martin Mendelzon <mmendelzon@groiaco.com>; 'Joe Groia' <jgroia@groiaco.com>; 'Stephen.brown-okruhlik@mcmillan.ca' <Stephen.brown-okruhlik@mcmillan.ca>
Subject: GGB et al. | Court File No. 20-00641220-00CL

Dear Mr. Taylor, Mr. Rostom, Mr. Phoenix, and Mr. Jaskiewicz:

Please find attached letter from Mr. Brzezinski of today's date. Please note, there is a request to examine Mr. Whitaker tomorrow between 1PM and 4PM. We have contacted Neesons and they are in the midst of finding a Court Reporter, which they believe they will be able to.

Regards,

Stephen

Stephen Gaudreau
Partner

sgaudreau@blaney.com
416-596-4285 | 416-594-3594

From: Joe Groia [mailto:jgroia@groiaco.com]
Sent: May 28, 2020 3:25 PM
To: Stephen Gaudreau <SGaudreau@blaney.com>
Cc: Hanna Yarotskaya <hyarotskaya@kmblaw.com>; ataylor@stikeman.com; ssopic@stikeman.com; navis@stikeman.com; sharon.s.hamilton@ca.ey.com; david.saldanha@ca.ey.com; mwasserman@osler.com; diane.winters@justice.gc.ca; rakhee.bhandari@justice.gc.ca; asokol@plymouthrockfuel.com; ddamast@yorkcapital.com; ben.kraner@spgroup.com; sdym@yorkplains.com; Wojtek Jaskiewicz <wjaskiewicz@kmblaw.com>; Sarah Morrison <SMorrison@capitaltransferagency.com>; gphoenix@loonix.com; jsakalo@bilzin.com; eservice@bilzin.com; ghaffer@blanklaw.com; mfascitelli@mdfcap.com; michael@horvitz.me; mweinberger444@gmail.com; Janis Balvers <jbalvers@blaney.com>; Lou Brzezinski <lbrzezinski@blaney.com>; Varoujan Arman <VArman@blaney.com>; Wael Rostom <Wael.Rostom@mcmillan.ca>; Margie Napolitano <Margie.Napolitano@mcmillan.ca>; Martin Mendelzon <mmendelzon@groiaco.com>
Subject: Re:Adam Arvin

Would you kindly remove my client from the service lists. And add my colleague Martin Mendelzon. Thanks

On May 28, 2020, at 3:20 PM, Stephen Gaudreau <SGaudreau@blaney.com> wrote:

To the Service List:

Please find the Responding and Cross-Motion Record of Michael D. Horvitz as Grantor and Trustee for and on behalf of the Revocable Trust, from the following link served on you pursuant to the *Rules of Civil Procedure*.

https://transfer.blaney.com/public/file/SdcOChQZkEmRpFwr5Nwexw/Responding%20Record%20of%20MDHorvitz%20May%2028%202020.pdf

Apologies if you are receiving this twice as we are having email issues. Kindly advise if you are having issues accessing the link and materials.

Regards,

Stephen

Stephen Gaudreau
Partner
sgaudreau@blaney.com
<image001.png> 416-596-4285 | <image002.png> 416-594-3594

From: Hanna Yarotskaya [mailto:hyarotskaya@kmblaw.com]
Sent: May 28, 2020 10:10 AM
To: Stephen Gaudreau <SGaudreau@blaney.com>; 'ataylor@stikeman.com' <ataylor@stikeman.com>; 'ssopic@stikeman.com' <ssopic@stikeman.com>; 'navis@stikeman.com' <navis@stikeman.com>; 'sharon.s.hamilton@ca.ey.com' <sharon.s.hamilton@ca.ey.com>; 'david.saldanha@ca.ey.com' <david.saldanha@ca.ey.com>; 'mwasserman@osler.com' <mwasserman@osler.com>; 'diane.winters@justice.gc.ca' <diane.winters@justice.gc.ca>; 'rakhee.bhandari@justice.gc.ca' <rakhee.bhandari@justice.gc.ca>; 'asokol@plymouthrockfuel.com' <asokol@plymouthrockfuel.com>; 'arvivadam@gmail.com' <arvivadam@gmail.com>; 'ddamast@yorkcapital.com' <ddamast@yorkcapital.com>; 'ben.kraner@spgroup.com' <ben.kraner@spgroup.com>; 'sdym@yorkplains.com' <sdym@yorkplains.com>; Wojtek Jaskiewicz <wjaskiewicz@kmblaw.com>; 'Sarah Morrison' <SMorrison@capitaltransferagency.com>; 'gphoenix@loonix.com' <gphoenix@loonix.com>; 'jsakalo@bilzin.com' <jsakalo@bilzin.com>; 'eservice@bilzin.com' <eservice@bilzin.com>; 'ghaffer@blanklaw.com' <ghaffer@blanklaw.com>; 'mfascitelli@mdfcap.com'

<mfascitelli@mdfcap.com>; 'michael@horvitz.me' <michael@horvitz.me>; 'mweinberger444@gmail.com' <mweinberger444@gmail.com>; Janis Balvers <jbalvers@blaney.com>; Lou Brzezinski <lbrzezinski@blaney.com>; Varoujan Arman <VArman@blaney.com>; 'Wael Rostom' <Wael.Rostom@mcmillan.ca>; 'Margie Napolitano' <Margie.Napolitano@mcmillan.ca>
Cc: 'Toronto.commerciallist@jus.gov.on.ca' <Toronto.commerciallist@jus.gov.on.ca>
Subject: GGB et al. | Court File No. 20-00641220-00CL

Good Morning,

Enclosed please find our client's Notice of Appearance served upon you pursuant to the *rules*.

Kind Regards,

<image003.png>

HANNA YAROTSKAYA
Legal Assistant to Wojtek Jaskiewicz & Daniela Fonseca
905.276.9111 Ext. 462 | hyarotskaya@kmblaw.com
900 - 3 Robert Speck Parkway, Mississauga, ON L4Z 2G5

****COVID-19 UPDATE****

<image004.png>

Please note that as an essential business, we are continuing all operations despite our offices being closed for most in-person meetings. Please contact your lawyer if you are unsure whether he or she is conducting in-person meetings. For all general inquiries, please e-mail communications@kmblaw.com.

mcmillan

Reply to the Attention of:	Wael Rostom
Direct Line:	416.865.7790
Email Address:	wael.rostom@mcmillan.ca
Our File No.:	272835
Date:	May 31, 2020

EMAIL

Lou Brzezinski
Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, Ontario
M5C 2G5

Dear Mr. Brzezinski,

Re: Minority Debentureholder Information Request

I am writing in response to your letter dated May 30, 2020 (the "**Information Request Letter**") to our office for All Js Greenspace LLC, Mr. Taylor for the Applicants, Mr. Phoenix for WMB Resources LLC and Mr. Jaskiewicz for Capital Transfer Agency ULC.

You have misconstrued Mr. Justice McEwen's comments at the Comeback Hearing. Contrary to the statement in your letter, his Honor did not give instructions requiring All Js Greenspace LLC to produce any documents or witnesses. Nor did His Honour state that he would draw an adverse finding if Joseph Schottenstein, Jay Schottenstein or Jean Schottenstein did not consent to your request for examination.

During the Comeback Motion, His Honour suggested that the parties use this weekend to have discussions about potentially relevant documents that might be reasonably and voluntarily disclosed in advance of the re-attendance scheduled for Monday June 1, 2020. In that spirit, we have made the effort to provide you with disclosure of relevant documents and information regarding the economic interests of All Js Greenspace LLC ("**All Js**"), Jay Schottenstein, Jean Schottenstein, and Joseph Schottenstein (such individuals, collectively, together with certain trusts, the "**Schottenstein Family**") in Green Growth Brands Inc. ("**GGB**") and its subsidiaries. With the exception of the lease noted below, our disclosure does not include documents or information regarding Green Growth Brands LLC and its subsidiaries, which are currently subject to receivership proceedings in the United States.

We reiterate, now for the fourth time, that we do not represent Joseph Schottenstein, Jay Schottenstein or Jean Schottenstein in this matter. Providing you with this letter should not be construed in any way to suggest that we represent them in this matter.

Below is a summary of the Schottenstein Family's financial and other interests in GGB. Except for items 1 (the contents of which are publicly available), 4 and 5, all other items are already in the court record:

1. the Schottenstein Family has equity interests in GGB both directly and indirectly through (i) All Js Greenspace LLC, and (ii) Lori Schottenstein A&R Trust, with a total ownership of 39,016,060 shares at an initial cost basis of CAD$65,492,137, which is set out in the table attached to this letter;

2. LS Green Investments and Delancey Financial LLC are both holders of secured convertible debentures issued pursuant to the Debenture Indenture dated May 17, 2019 in the principal amount of USD$20,000,000 and USD$10,000,000, respectively;

3. All Js is the holder of:

   a. secured convertible debentures issued pursuant to the Debenture Indenture dated October 18, 2019, as amended by the Backstop Drawdown Supplemental Indenture dated March 6, 2020, in the principal amount of USD$20,599,845;

   b. an unsecured promissory note dated April 20, 2020 in the principal amount of USD$2,770,000 issued by GGB in favour of All Js and in connection with working capital financing provided by All Js;

   c. two secured promissory notes dated May 4, 2020 and May 12, 2020 both in the principal amount of USD$400,000 issued by GGB to All Js for a total of USD$800,000; and

   d. USD$1,000,000 of debtor-in-possession financing facility provided by All Js to GGB in connection with GGB's application under the *Companies' Creditors Arrangement Act* with up to an additional USD$6,200,000 to be provided pursuant to a DIP Interim Financing Term Sheet Agreement dated May 20, 2020, subject to approval of the Court;

4. Green Growth Brands LLC, as tenant, leases head office space in Columbus, Ohio from 4300 Venture 34910, as landlord, which entity is controlled by the Schottenstein Family – there are currently material arrears owing under such lease; and

5. Jean Schottenstein is a director of GGB and its Canadian subsidiary, GGB Canada Inc. - other than Jean Schottenstein, no members of the Schottenstein Family are directors or officers of GGB or its subsidiaries.

Enclosed herewith are the documents described in, summarizing and/or substantiating the items 1, 4 and 5 above.

Except as described above, the members of the Schottenstein Family do not have any material contracts or financial interests in GGB or its subsidiaries. At one point in time Schottenstein Property Group did invoice GGB an immaterial amount for IT support.

The Schottenstein Family does not have a financial interest in the agreements entered into by Green Ops Group, LLC to purchase the GA Opportunities Corp or the Spring Oaks promissory notes.

No member of the Schottenstein Family has any direct or in direct interest in Green Ops Group, LLC or WMB Resources, LLC.

We trust that this disclosure will now finally put an end to your client's fishing expedition and continued attempts to delay the court process in order to gain some perceived tactical advantage. All Js is committed to the Stalking Horse Bid and the SISP and believes that it is the best available option to maximize value for all of GGB's stakeholders, including your client.

Yours truly,

Wael Rostom

Encl.
Cc: Service List

Green Growth Brands, Inc.

	Share Type	# of Shares	Basis in CAD	Conversion Rate	Basis in USD
Jay Schottenstein (Founders Shares - 7/16/18)	Common	343,523	40,000	0.7612	30,448
Joseph Schottenstein (Founders Shares - 7/16/18)*	Common	343,523	40,000	0.7612	30,448
Jonathan Schottenstein (Founders Shares - 7/16/18)	Common	343,523	40,000	0.7612	30,448
Jeffrey Schottenstein (Founders Shares - 7/16/18)	Common	343,523	40,000	0.7612	30,448
Jean Schottenstein (Director Fee - 5/21/19)	Common	60,193	191,853	0.7455	143,026
All Js Greenspace LLC ($ Wired - 3/26/18)	Common	32,205,271	3,750,000	Actual USD	2,951,625
All Js Greenspace LLC ($ Wired - 4/3/18)	Common	858,807	100,000	Actual USD	78,430
All Js Greenspace LLC (Advisory Fee - 4/10/18)	Common	1,932,316	225,000	0.7925	178,313
All Js Greenspace LLC (Advisory Fee - 9/20/18)	Common	1,093,750	1,575,000	0.7749	1,220,468
All Js Greenspace LLC ($ Wired - 8/29/18)	PVS	38,194	27,500,000	Actual USD	21,276,596
All Js Greenspace LLC (Backstop Fee - 1/24/19)	PVS	2,504	7,500,000	0.7490	5,617,500
All Js Greenspace LLC (Warrants exercised 5/14/19)	PVS	19,097	17,187,300	Actual USD	13,019,391
All Js Greenspace LLC ($ Wired - 8/22/19)	Common	713,850	1,748,932	Actual USD	1,308,448
All Js Greenspace LLC (Commitment Fee - 8/22/19)	PVS	4,136	3,805,120	0.7531	2,865,733
Subtotal All Js Greenspace LLC		36,149,939	57,837,300		44,342,323
Lori Schottenstein A&R Trust ($ Wired - 8/22/19)	Common	713,850	1,748,932	Actual USD	1,308,448
Total Schottenstein Family		39,016,060	65,492,137		50,089,770

*Shares gifted to The Joseph A. Schottenstein 2012 Family Trust on 1/8/2019

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.

By: Raymond C. Whitaker III

Authorized Signing Officer

FORM 62-103F1

REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS

Item 1 – Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

This report relates to the proportionate voting shares ("**PV Shares**") and common shares ("**Common Shares**") of Green Growth Brands Inc. ("**GGB**").

The address of the head office of GGB is:

4300 E. Fifth Avenue
Columbus, Ohio 43219

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

Not applicable.

Item 2 – Identity of the Acquiror

2.1 State the name and address of the acquiror.

All Js Greenspace LLC ("**All Js**" or the "**Acquiror**")
4300 E. Fifth Avenue, Columbus, Ohio 43219

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On May 5, 2020, All Js provided debt financing in the principal amount of US$400,000 to GGB (the "**Loan**") pursuant to a secured demand promissory note (the "**Note**").

2.3 State the names of any joint actors.

Jean Schottenstein, trustee of the trust that owns All Js, may be considered to be a joint actor of the Acquiror.

Item 3 – Interest in Securities of the Reporting Issuer

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's securityholding percentage in the class of securities.

Not applicable. The acquisition or disposition of securities did not trigger the requirement to file this report.

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.

Not applicable. The acquisition or disposition of securities did not trigger the requirement to file this report.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

Immediately before and after advancing the Loan, All Js owned (i) an aggregate of 63,931 PV Shares on a non-diluted basis and 192,459 PV Shares on a partially-diluted basis (assuming no conversion of interest on the debentures described below, which is payable in cash or additional debentures at the option of GGB), representing 100% and 100%, respectively, of GGB's issued and outstanding PV Shares as reported in GGB's management's discussion and analysis dated effective February 25, 2020 (the "**MD&A**"); and (ii) an aggregate of 38,178,086 Common Shares on a non-diluted basis and 135,311,386 Common Shares on a partially-diluted basis (assuming no conversion of interest on the debentures described below), representing approximately 18.5% and 39.6%, respectively, of GGB's issued and outstanding Common Shares as reported in the MD&A.

Included in the foregoing partially-diluted calculations are an aggregate of 903,800 warrants to acquire Common Shares (the "**Warrants**"). All Js acquired 4,136 of the PV Shares on August 22, 2019 as a commitment fee pursuant to a commitment letter from All Js to GGB dated August 14, 2019, and 713,850 of the Common Shares and 356,925 of the Warrants pursuant to a short form prospectus offering of units by GGB which closed on August 22, 2019. The other 546,875 Warrants were issued to All Js on closing of the business combination between GGB and Green Growth Brands Inc. on November 9, 2018.

Also included in the foregoing partially-diluted calculations is an aggregate of US$20,599,000 principal amount of debentures which, pursuant to a supplemental debenture indenture made effective as of March 6, 2020, is convertible into 128,528 PV Shares.

3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which

(a) the acquiror, either alone or together with any joint actors, has ownership and control,

See Items 2.2 and 3.4.

(b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and

Not applicable.

(c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.

Not applicable.

3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.

Not applicable.

3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.

Not applicable.

Item 4 – Consideration Paid

4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.

Not applicable.

4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.

Not applicable.

4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

(a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;
(b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;
(c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;
(d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;
(e) a material change in the present capitalization or dividend policy of the reporting issuer;
(f) a material change in the reporting issuer's business or corporate structure;
(g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;
(h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;
(i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;
(j) a solicitation of proxies from securityholders;
(k) an action similar to any of those enumerated above.

See Item 2.2 above. Furthermore, All Js may in the future, depending on market and other conditions, 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. In this regard, All Js is discussing with GGB various alternatives to provide additional financing to fund GGB's ongoing expenditures and business plan in the near and mid term. All Js reserves the right in its sole discretion to provide additional financing in any manner or subject to certain conditions (which could lead to changes to the capital or governance structure of GGB), or to not provide GGB with additional funds.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

The Note bears interest at the rate of 5% per annum and is secured by all of GGB's present and after-acquired personal property. Consent to the granting of such security was obtained by way of written extraordinary resolutions from the holders of (i) the secured convertible debentures issued pursuant to a convertible debenture indenture of GGB dated May 17, 2019 and (ii) the secured convertible debentures issued pursuant to a convertible debenture indenture of GGB dated as of October 18, 2019, as supplemented by a supplemental debenture indenture dated as of March 6, 2020.

Item 7 – Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

See Item 2.2 and Item 5.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 – Certification

Certificate

The undersigned, as the Acquiror, certifies to the best of its knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Dated this 5th day of May, 2020.

ALL JS GREENSPACE LLC

"Ben Kraner"
Name: Ben Kraner
Authorized Signatory

FORM 62-103F1

REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS

State if this report is filed to amend information disclosed in an earlier report. Indicate the date of the report that is being amended.

This report amends the information disclosed in the early report filed by the Acquiror (as defined below) on May 5, 2020.

Item 1 – Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

This report relates to the proportionate voting shares ("**PV Shares**") and common shares ("**Common Shares**") of Green Growth Brands Inc. ("**GGB**" or the "**Issuer**").

The address of the head office of GGB is:

4300 E. Fifth Avenue
Columbus, Ohio 43219

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

Not applicable.

Item 2 – Identity of the Acquiror

2.1 State the name and address of the acquiror.

All Js Greenspace LLC ("**All Js**", the "**Acquiror**" or the "**Lender**")
4300 E. Fifth Avenue, Columbus, Ohio 43219

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

As disclosed by the Issuer in its news release dated May 20, 2020 and filed under the Issuer's profile on SEDAR at www.sedar.com, on May 20, 2020, GGB and certain of its direct and indirect wholly-owned subsidiaries (collectively, the "**Debtors**") 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 Debtors protection under the CCAA for an initial 10 day period (the "**Initial Period**"), subject to extension thereafter as the Court deems appropriate.

All Js 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 US$6.2 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 Issuer, All Js and Capital Transfer Agency ULC in its capacity as the debentureholder trustee of the Issuer'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 ULC 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.

DIP Agreement

Subject to certain conditions, All Js will make available to GGB 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 Issuer'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 Issuer and the Guarantors (including for working capital and other general corporate purposes), in each case in accordance with a budget agreed to with All Js (the "**DIP Budget**"). GGB may not use the proceeds of the DIP Agreement to pay any pre-filing obligations of the Issuer or the Guarantors without the prior written consent of All Js 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 funding of the DIP Agreement 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 Debtors (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 Debtors, both before and after the commencement of the CCAA proceedings by the Court appointed monitor under the CCAA proceedings and its counsel and the Debtors' counsel; (ii) a charge to secure payment under the indemnity granted by the Initial Order in favour of the Debtors' directors and officers; and (iii) a charge in respect of the Issuer'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.

2.3 State the names of any joint actors.

Jean Schottenstein, trustee of the trust that owns All Js, may be considered to be a joint actor of the Acquiror.

Item 3 – Interest in Securities of the Reporting Issuer

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's securityholding percentage in the class of securities.

Not applicable. The acquisition or disposition of securities did not trigger the requirement to file this report.

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.

Not applicable. The acquisition or disposition of securities did not trigger the requirement to file this report.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

Immediately before and after entering into the DIP Agreement, All Js owned (i) an aggregate of 63,931 PV Shares on a non-diluted basis and 192,459 PV Shares on a partially-diluted basis (assuming no conversion of interest on the debentures described below, which is payable in cash or additional debentures at the option of GGB), representing 100% and 100%, respectively, of GGB's issued and outstanding PV Shares as reported in GGB's management's discussion and analysis dated effective February 25, 2020 (the "**MD&A**"); and (ii) an aggregate of 38,178,086 Common Shares on a non-diluted basis and 135,311,386 Common Shares on a partially-diluted basis (assuming no conversion of interest on the debentures described below), representing approximately 18.5% and 39.6%, respectively, of GGB's issued and outstanding Common Shares as reported in the MD&A.

3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which

(a) the acquiror, either alone or together with any joint actors, has ownership and control,

See Item 3.4 above.

(b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and

Not applicable.

(c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.

Not applicable.

3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.

Not applicable.

3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.

Not applicable.

Item 4 – Consideration Paid

4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.

Not applicable.

4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.

Not applicable.

4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

(a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;
(b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;
(c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;
(d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;
(e) a material change in the present capitalization or dividend policy of the reporting issuer;
(f) a material change in the reporting issuer's business or corporate structure;
(g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;

(h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;
(i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;
(j) a solicitation of proxies from securityholders;
(k) an action similar to any of those enumerated above.

See Item 2.2 above. Furthermore, 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 Issuer as may be appropriate in the circumstances.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

See Item 2.2 above.

Item 7 – Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

See Item 2.2 and Item 5 above.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 – Certification

Certificate

The undersigned, as the Acquiror, certifies to the best of its knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Dated this 20th day of May, 2020.

ALL JS GREENSPACE LLC

"Ben Kraner"
Ben Kraner
Authorized Signatory

CORPORATION DOCUMENT LIST

Ontario Corporation Number
5004665

Corporation Name
GGB CANADA INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	INITIAL RETURN PAF: HOBART, G. MICHAEL	1	2019/01/25
BCA	ARTICLES OF AMENDMENT	3	2018/12/28
BCA	ARTICLES OF AMENDMENT	3	2018/12/07
BCA	ARTICLES OF AMALGAMATION	4	2018/11/09

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
5004665	GGB CANADA INC.	2018/11/09

Jurisdiction

ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

199 BAY STREET

Suite # 5300
TORONTO
ONTARIO
CANADA M4L 1B9

Mailing Address

REPORTED AS NOT APPLICABLE

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	A
New Amal. Number	**Notice Date**
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	**Continuation Date**
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	**Cancel/Inactive Date**
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	**EP Licence Term.Date**
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
5004665	GGB CANADA INC.

Corporate Name History	Effective Date
GGB CANADA INC.	2018/12/28
GREEN GROWTH REALTY LTD.	2018/12/07
GGB SUBCO LTD.	2018/11/09

Current Business Name(s) Exist:	YES
Expired Business Name(s) Exist:	NO

Amalgamating Corporations

Corporation Name	Corporate Number
2657013 ONTARIO INC.	2657013
GREEN GROWTH BRANDS LTD.	2620477

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
5004665	GGB CANADA INC.

Administrator:

Name (Individual / Corporation)	Address
IGOR GALITSKY	39 MISTYSUGAR TRAIL THORNHILL ONTARIO CANADA L4J 8R5

Date Began	First Director	
2018/11/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:

Name (Individual / Corporation)	Address
PETER HORVATH	7000 GREENSWARD DRIVE NEW ALBANY OHIO UNITED STATES OF AMERICA 43054

Date Began	First Director	
2018/11/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		N

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
5004665	GGB CANADA INC.

Administrator:
Name (Individual / Corporation)

PETER

HORVATH

Address

7000 GREENSWARD DRIVE

NEW ALBANY
OHIO
UNITED STATES OF AMERICA 43054

Date Began	First Director	
2018/11/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	CHIEF EXECUTIVE OFFICER	N

Administrator:
Name (Individual / Corporation)

EDWARD

KISTNER

Address

7301 LANDON LN

NEW ALBANY
OHIO
UNITED STATES OF AMERICA 43054

Date Began	First Director	
2018/11/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
5004665	GGB CANADA INC.

Administrator:

Name (Individual / Corporation)		Address
MARC LEHMANN		3591 FLAMINGO DRIVE MIAMI BEACH FLORIDA UNITED STATES OF AMERICA 33140
Date Began	**First Director**	
2018/11/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		N

Administrator:

Name (Individual / Corporation)		Address
TIM MOORE		22 MCKAY CRESCENT MARKHAM ONTARIO CANADA L3R 3M6
Date Began	**First Director**	
2018/11/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
5004665	GGB CANADA INC.

Administrator:

Name (Individual / Corporation)		Address
CARLI POSNER		168 NEVILLE PARK BLVD TORONTO ONTARIO CANADA M4E 3P8
Date Began	**First Director**	
2018/11/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:

Name (Individual / Corporation)		Address
JEAN SCHOTTENSTEIN		430 GRAND PAY DRIVE PH 1 KEY BISCAYNE FLORIDA UNITED STATES OF AMERICA 33149-1918
Date Began	**First Director**	
2018/11/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		N

CORPORATION PROFILE REPORT

Ontario Corp Number

5004665

Corporation Name

GGB CANADA INC.

Administrator:
Name (Individual / Corporation)

STEVE

STOUTE

Address

102 PRINCE STREET
FL 2

NEW YORK
NEW YORK
UNITED STATES OF AMERICA 07078

Date Began	First Director	
2018/11/09	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		N

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
5004665	GGB CANADA INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2019/01/25

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

Request ID:	024514609	Province of Ontario	Date Report Produced:	2020/05/08
Transaction ID:	75387740	Ministry of Government Services	Time Report Produced:	16:16:08
Category ID:	UN/E		Page:	1

LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

Ontario Corporation Number
5004665

CORPORATION NAME
GGB CANADA INC.

REGISTRATION DATE	BUSINESS NAME	EXPIRY DATE	BUSINESS ID NUMBER
2018/07/10	GREEN GROWTH BRANDS	2023/07/09	280749136
2018/11/09	GREEN GROWTH BRANDS	2023/11/08	281179440

THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.

Request ID:	024514601	Province of Ontario	Date Report Produced:	2020/05/08
Transaction ID:	75387723	Ministry of Government Services	Time Report Produced:	16:15:29
Category ID:	UN/E		Page:	1

CORPORATION DOCUMENT LIST

Ontario Corporation Number
2620477

Corporation Name
GREEN GROWTH BRANDS LTD.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
BCA	AMALGAMATION MEMO TO FILE	4	2018/11/09	
BCA	ARTICLES OF AMENDMENT	3	2018/11/02	
BCA	ARTICLES OF AMENDMENT	3	2018/07/12	
CIA	INITIAL RETURN PAF: KIGHTLEY, KRISTIN	1	2018/04/03	(ELECTRONIC FILING)
BCA	ARTICLES OF INCORPORATION	1	2018/02/14	(ELECTRONIC FILING)

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CORPORATION PROFILE REPORT

Ontario Corp Number
2620477

Corporation Name
GREEN GROWTH BRANDS LTD.

Incorporation Date
2018/02/14

Jurisdiction
ONTARIO

Corporation Type
ONTARIO BUSINESS CORP.

Corporation Status
AMALGAMATED

Former Jurisdiction
NOT AVAILABLE

Registered Office Address

199 BAY STREET
COMMERCE COURT WEST
Suite # 5300
TORONTO
ONTARIO
CANADA M5L 1B9

Date Amalgamated
2018/11/09

Amalgamation Ind.
NOT APPLICABLE

New Amal. Number
005004665

Notice Date
NOT APPLICABLE

Letter Date
NOT APPLICABLE

Mailing Address

721 RICHMOND ST. WEST

TORONTO
ONTARIO
CANADA M6J 1C4

Revival Date
NOT APPLICABLE

Continuation Date
NOT AVAILABLE

Transferred Out Date
NOT APPLICABLE

Cancel/Inactive Date
NOT APPLICABLE

EP Licence Eff.Date
NOT APPLICABLE

EP Licence Term.Date
NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification
NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2620477	GREEN GROWTH BRANDS LTD.

Corporate Name History	Effective Date
GREEN GROWTH BRANDS LTD.	2018/07/12
SCHOTTENSTEIN ARVIV GROUP INC.	2018/02/14

Current Business Name(s) Exist:	YES
Expired Business Name(s) Exist:	NO

Administrator:
Name (Individual / Corporation)

ADAM

ARVIV

Address

118 YORKVILLE AVENUE

Suite # 604
TORONTO
ONTARIO
CANADA M5R 1C4

Date Began	First Director	
2018/02/14	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2620477	GREEN GROWTH BRANDS LTD.

Administrator:
Name (Individual / Corporation)

SHAWN

DYM

Address

25 SHEPPARD AVE. W.

Suite # 1600
TORONTO
ONTARIO
CANADA M2N 6S6

Date Began	First Director	
2018/02/14	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

IAN

FODIE

Address

721 RICHMOND ST. WEST

TORONTO
ONTARIO
CANADA M6J 1C4

Date Began	First Director	
2018/02/14	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	CHIEF FINANCIAL OFFICER	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2620477	GREEN GROWTH BRANDS LTD.

Administrator:
Name (Individual / Corporation)

PETER

HORVATH

Address

7000 GREENSWARD ROAD

NEW ALBANY
OHIO
UNITED STATES OF AMERICA 43054

Date Began	First Director	
2018/02/14	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	

Administrator:
Name (Individual / Corporation)

PETER

HORVATH

Address

7000 GREENSWARD ROAD

NEW ALBANY
OHIO
UNITED STATES OF AMERICA 43054

Date Began	First Director	
2018/02/14	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	CHIEF EXECUTIVE OFFICER	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2620477	GREEN GROWTH BRANDS LTD.

Administrator:
Name (Individual / Corporation)

BEN

KRANER

Address

4300 E FIFTH AVE.

COLUMBUS
OHIO
UNITED STATES OF AMERICA 43219

Date Began	First Director	
2018/02/14	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		N

Administrator:
Name (Individual / Corporation)

JOEY

SCHOTTENSTEIN

Address

4300 E FIFTH AVE.

COLUMBUS
OHIO
UNITED STATES OF AMERICA 43219

Date Began	First Director	
2018/02/14	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		N

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2620477	GREEN GROWTH BRANDS LTD.

Administrator:

Name (Individual / Corporation)	Address
JOEY SCHOTTENSTEIN	4300 E FIFTH AVE. COLUMBUS OHIO UNITED STATES OF AMERICA 43219

Date Began	First Director	
2018/02/14	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	CHAIRMAN	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2620477	GREEN GROWTH BRANDS LTD.

Last Document Recorded

Act/Code	Description	Form	Date
BCA	AMALGAMATION MEMO TO FILE	4	2018/11/09

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

CORPORATION DOCUMENT LIST

Ontario Corporation Number
2657013

Corporation Name
2657013 ONTARIO INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
BCA	AMALGAMATION MEMO TO FILE	4	2018/11/09	
CIA	INITIAL RETURN PAF: HOBART, G. MICHAEL	1	2018/10/11	
BCA	ARTICLES OF INCORPORATION	1	2018/09/25	(ELECTRONIC FILING)

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CORPORATION PROFILE REPORT

Ontario Corp Number
2657013

Corporation Name
2657013 ONTARIO INC.

Incorporation Date
2018/09/25

Jurisdiction
ONTARIO

Corporation Type
ONTARIO BUSINESS CORP.

Corporation Status
AMALGAMATED

Former Jurisdiction
NOT AVAILABLE

Registered Office Address

2100 BLOOR STREET WEST

Suite # 6339
TORONTO
ONTARIO
CANADA M6S 5A5

Date Amalgamated
2018/11/09

Amalgamation Ind.
NOT APPLICABLE

New Amal. Number
005004665

Notice Date
NOT APPLICABLE

Letter Date
NOT APPLICABLE

Mailing Address

2100 BLOOR STREET WEST

Suite # 6339
TORONTO
ONTARIO
CANADA M6S 5A5

Revival Date
NOT APPLICABLE

Continuation Date
NOT AVAILABLE

Transferred Out Date
NOT APPLICABLE

Cancel/Inactive Date
NOT APPLICABLE

EP Licence Eff.Date
NOT APPLICABLE

EP Licence Term.Date
NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification
NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2657013	2657013 ONTARIO INC.

Corporate Name History	Effective Date
2657013 ONTARIO INC.	2018/09/25

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:

Name (Individual / Corporation)		Address
DAVID BHUMGARA		2100 BLOOR STREET WEST Suite # 6339 TORONTO ONTARIO CANADA M6S 5A5
Date Began	**First Director**	
2018/09/25	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2657013	2657013 ONTARIO INC.

Administrator:
Name (Individual / Corporation) — **Address**

DAVID
BHUMGARA

2100 BLOOR STREET WEST
Suite # 6339
TORONTO
ONTARIO
CANADA M6S 5A5

Date Began	First Director	
2018/09/25	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

Administrator:
Name (Individual / Corporation) — **Address**

TIM
MOORE

2100 BLOOR STREET WEST
Suite # 6339
TORONTO
ONTARIO
CANADA M6S 5A5

Date Began	First Director	
2018/09/25	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2657013	2657013 ONTARIO INC.

Last Document Recorded

Act/Code	Description	Form	Date
BCA	AMALGAMATION MEMO TO FILE	4	2018/11/09

CORPORATION DOCUMENT LIST

Ontario Corporation Number
1448335

Corporation Name
GREEN GROWTH BRANDS INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
CIA	ANNUAL RETURN 2019 PAF: BHUMGARA, DAVID	1C	2020/01/26	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: KIFFNER, KENT	1	2019/08/21	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2018 PAF: BHUMGARA, DAVID	1C	2019/05/26	(ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2019/05/14	
CIA	ANNUAL RETURN 2018 PAF: BHUMGARA, DAVID	1C	2019/05/12	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2017 PAF: BHUMGARA, DAVID	1C	2019/05/12	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: BHUMGARA, DAVID	1	2019/05/08	
CIA	CHANGE NOTICE PAF: KIFFNER, KENT	1	2019/01/15	(ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2018/12/28	
BCA	ARTICLES OF AMENDMENT	3	2018/11/08	
CIA	CHANGE NOTICE PAF: BHUMGARA, DAVID	1	2018/09/14	
CIA	CHANGE NOTICE PAF: SANDERS, RUSSELL	1	2018/07/18	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: BHUMGARA, DAVID	1	2018/03/20	
BCA	ARTICLES OF AMENDMENT	3	2018/02/22	
CIA	CHANGE NOTICE PAF: MONARDO, DOMINIQUE	1	2018/01/15	
CIA	CHANGE NOTICE PAF: SANDERS, RUSSELL	1	2017/12/18	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: MONARDO, DOMINIQUE	1	2011/05/26	
BCA	ARTICLES OF AMENDMENT	3	2011/04/14	

CORPORATION DOCUMENT LIST

Ontario Corporation Number
1448335

Corporation Name
GREEN GROWTH BRANDS INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
CIA	CHANGE NOTICE PAF: MONARDO, DOMINIQUE	1	2011/03/15	
CIA	ANNUAL RETURN 2008 PAF: MANARDO, DOMINIQUE	1C	2009/04/18	
CIA	ANNUAL RETURN 2007 PAF: MONARDO, DOMINIQUE	1C	2008/11/22	
CIA	CHANGE NOTICE PAF: GHISLANZONI, MELISSA	1	2008/06/17	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2006 PAF: MONARDO, DOMINIQUE	1C	2007/07/07	
CIA	ANNUAL RETURN 2005 PAF: MONARDO, DOMINIQUE	1C	2007/07/07	
CIA	ANNUAL RETURN 2003 PAF: MONARDO, DOMINIQUE	1C	2005/12/17	
CIA	ANNUAL RETURN 2004 PAF: MONARDO, DOMNIQUE	1C	2005/12/17	
CIA	ANNUAL RETURN PAF: MONARDO, DOMINIQUE	1C	2004/04/07	
CIA	ANNUAL RETURN PAF: MONANDO, DOMINIQUE	1C	2004/04/07	
CIA	CHANGE NOTICE PAF: JOHNSTONE, WILLIAM R.	1	2003/06/02	
CIA	CHANGE NOTICE PAF: JOHNSTONE, WILLIAM R.	1	2002/06/07	
CIA	CHANGE NOTICE PAF: JOHNSTONE, WILLIAM R.	1	2001/10/25	
CIA	CHANGE NOTICE PAF: JOHNSTONE, WILLIAM R	1	2001/01/05	
CIA	INITIAL RETURN PAF: LOUIE, VIVIAN	1	2001/01/02	
BCA	ARTICLES OF AMALGAMATION	4	2000/11/01	

CORPORATION DOCUMENT LIST

Ontario Corporation Number
1448335

Corporation Name
GREEN GROWTH BRANDS INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)

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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1448335	GREEN GROWTH BRANDS INC.	2000/11/01

Jurisdiction

ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

2100 BLOOR ST W

Suite # 6339
TORONTO
ONTARIO
CANADA M6S 5A5

Mailing Address

199 BAY STREET

Suite # 5300
TORONTO
ONTARIO
CANADA M5L 1B9

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	A
New Amal. Number	**Notice Date**
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	**Continuation Date**
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	**Cancel/Inactive Date**
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	**EP Licence Term.Date**
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00003	00015	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1448335	GREEN GROWTH BRANDS INC.

Corporate Name History	Effective Date
GREEN GROWTH BRANDS INC.	2018/12/28
XANTHIC BIOPHARMA INC.	2018/02/22
AURQUEST RESOURCES INC.	2011/04/14
RAMPART MERCANTILE INC.	2000/11/01

Current Business Name(s) Exist:	YES
Expired Business Name(s) Exist:	NO

Amalgamating Corporations

Corporation Name	Corporate Number
RAMPART MERCANTILE INC.	659099
NORTH AMERICAN STORE FINANCE LTD.	808070

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1448335	GREEN GROWTH BRANDS INC.

Administrator:
Name (Individual / Corporation)

DAVID
BHUMGARA

Address

771 WINDERMERE AVENUE

TORONTO
ONTARIO
CANADA M6S 3M5

Date Began	First Director	
2019/01/29	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	OTHER	

Administrator:
Name (Individual / Corporation)

IGOR (GARY)
GALITSKY

Address

39 MISTYSUGER TRAIL

THORNHILL
ONTARIO
CANADA L4J 8R5

Date Began	First Director	
2017/12/15	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number

1448335

Corporation Name

GREEN GROWTH BRANDS INC.

Administrator:
Name (Individual / Corporation)

IGOR

GALITSKY

Address

39 MISTYSUGAR TRAIL

THORNHILL
ONTARIO
CANADA L4J 8R5

Date Began	**First Director**	
2017/12/15	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	

Administrator:
Name (Individual / Corporation)

PETER

HORVATH

Address

7000 GREENSWARD DRIVE

NEW ALBANY
OHIO
UNITED STATES OF AMERICA 10036

Date Began	**First Director**	
2018/07/11	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		N

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1448335	GREEN GROWTH BRANDS INC.

Administrator:
Name (Individual / Corporation) | **Address**

PETER
HORVATH

199 BAY STRET
COMMERCE COURT WEST
Suite # 5300
TORONTO
ONTARIO
CANADA M5L 1B9

Date Began	First Director	
2019/01/13	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	CHIEF EXECUTIVE OFFICER	

Administrator:
Name (Individual / Corporation) | **Address**

MARC
LEHMANN

3591 FLAMINGO DRIVE

MIAMI BEACH
FLORIDA
UNITED STATES OF AMERICA 33140

Date Began	First Director	
2018/07/11	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		N

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1448335	GREEN GROWTH BRANDS INC.

Administrator:

Name (Individual / Corporation)		Address
BRIAN LOGAN		4300 EAST FIFTH AVE. COLUMBUS OHIO UNITED STATES OF AMERICA 43219
Date Began	**First Director**	
2019/01/29	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	CHIEF FINANCIAL OFFICER	

Administrator:

Name (Individual / Corporation)		Address
TIMOTHY DAVID MOORE		22 MCKAY CRESENT UNIONVILLE ONTARIO CANADA L3R 3M6
Date Began	**First Director**	
2017/12/15	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number: 1448335

Corporation Name: GREEN GROWTH BRANDS INC.

Administrator:
Name (Individual / Corporation)

CARLI

POSNER

Address

168 NEVILLE PARK BLVD

TORONTO
ONTARIO
CANADA M4E 3P8

Date Began	First Director	
2018/02/16	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

JEAN

SCHOTTENSTEIN

Address

430 GRAND PAY DRIVE
PH1

KEY BISCAYNE
FLORIDA
UNITED STATES OF AMERICA 33149-1918

Date Began	First Director	
2018/07/11	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		N

CORPORATION PROFILE REPORT

Ontario Corp Number	**Corporation Name**
1448335	GREEN GROWTH BRANDS INC.

Administrator:
Name (Individual / Corporation) — **Address**

STEVE
STOUTE

145 W. 45TH STREET
12TH FLOOR

NEW YORK
NEW YORK
UNITED STATES OF AMERICA 10036

Date Began	**First Director**	
2018/07/11	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		N

Administrator:
Name (Individual / Corporation) — **Address**

RANDY
WHITAKER

4300 EAST FIFTH AVE.

COLUMBUS
OHIO
UNITED STATES OF AMERICA 43219

Date Began	**First Director**	
2019/01/29	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	CHIEF OPERATING OFFICER	

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1448335	GREEN GROWTH BRANDS INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2019	1C	2020/01/26 (ELECTRONIC FILING)

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PLEASE NOTE THAT WHEN THE SAME INDIVIDUAL HOLDS MULTIPLE 'OTHER UNTITLED' OFFICER POSITIONS, AS INDICATED ON A FORM 1 UNDER THE *CORPORATIONS INFORMATION ACT*, ONLY ONE OF THESE 'OTHER UNTITLED' POSITIONS HELD BY THAT INDIVIDUAL WILL BE REFLECTED ON THIS REPORT.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

cc: ☑ Tenant (~~Original~~) 64
☑ M. Ungar / ~~D. Greene~~ / A.J Solomon
☑ P. Gugino / K. Massa / S. Yancik
☑ M. Brisk / Lease Administration
☑ B. Kugel / K. Kraner / Acctg.
☑ SPG Legal / K. Graham

Date: 8/13/18 (MS)

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("***Amendment***"), dated as of the 15th day of August, 2018 by and between 4300 Venture 34910, a Delaware limited liability company, ("***Landlord***"), having an office at 4300 E. Fifth Avenue, Columbus, OH 43219 and Green Growth Brands LLC, a Delaware limited liability company ("***Tenant***"), having an office at 4300 E. Fifth Avenue, Columbus, OH 43219.

BACKGROUND INFORMATION

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated as of May 1, 2018 ("***Original Lease***"), with respect to premises located at 4300 E. Fifth Avenue, Columbus, OH 43219 ("***Original Premises***"); and

WHEREAS, Landlord and Tenant intend by this Amendment, to extend the Premises to include an additional 2,106 square feet located at 4294 E. Fifth Avenue, Columbus, OH 43219 (the "Additional Space") as shown on Exhibit A and to modify the existing Lease provisions so as to cause the Additional Space to become subject to the terms of the Lease; and

WHEREAS, Tenant and Landlord wish to modify the Original Lease as set forth below, and the Original Lease, as so modified by this Amendment (hereinafter referred to as the "Lease"). Terms used in this Amendment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Original Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and incorporating the Background Information herein as though fully rewritten, the parties hereby agree as follows:

1. **Additional Space**. The Additional Space shall be added to the Original Premises under all the applicable terms and conditions of the Original Lease, except as modified herein, for a term (the "Additional Space Term") which shall commence on September 1, 2018 and shall expire concurrently with the Original Premises.

2. **Additional Space Annual Rent.** Base Rent for the Additional Space during the Additional Space Term shall be payable in accordance with the terms of the Lease and the following schedule:

Year(s)	Monthly	Annually	PSF
1-3	$3,510.00	$42,120.00	$20.00

3. **Fixed Operating Expenses.** The Additional Space Annual Rent during the Additional Space Term shall be considered full service gross and shall include the cost for operating expenses, taxes, security, repairs, maintenance, electric, gas, janitorial, and insurance.

4. **Confidentiality.** The information contained in this proposal is privileged and confidential, intended only for the use of Landlord and Tenant. Except as required by court order, subpoena or applicable law, all parties shall keep the terms of this Amendment strictly confidential unless mutually and specifically agreed otherwise; provided that a party may disclose such terms to its employees, directors, shareholders, lenders, accountants, attorneys and advisors who have a reasonable need to know such information and are informed of the confidential nature thereof.

5. **Inconsistencies.** All the terms and conditions of the Lease, as modified hereby, shall remain in full force and effect. In the event that there is any conflict or inconsistency between the terms and conditions of the Lease and those of this Amendment, the terms and conditions of this Amendment shall control and govern. The Lease, as amended by this Amendment, shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns. Capitalized terms used in this Amendment which are not defined in this Amendment shall have the meaning given them in the Lease.

#86076

6. **Counterparts.** This Amendment may be executed in any number of counterparts and by parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Amendment. Facsimile or electronic signatures of this Amendment shall be binding on the parties in lieu of the original signature.

7. **Authority.** Landlord and Tenant each represents to the other that the party signing this Amendment on its behalf has the authority to do so and has received all necessary consents and approvals to enter into the Amendment set forth in this Amendment and such Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the day and year first above written.

LANDLORD:

4300 VENTURE 34910 LLC
a Delaware limited liability company

By: [signature]
Name: Brian E. Kamm
Title: President

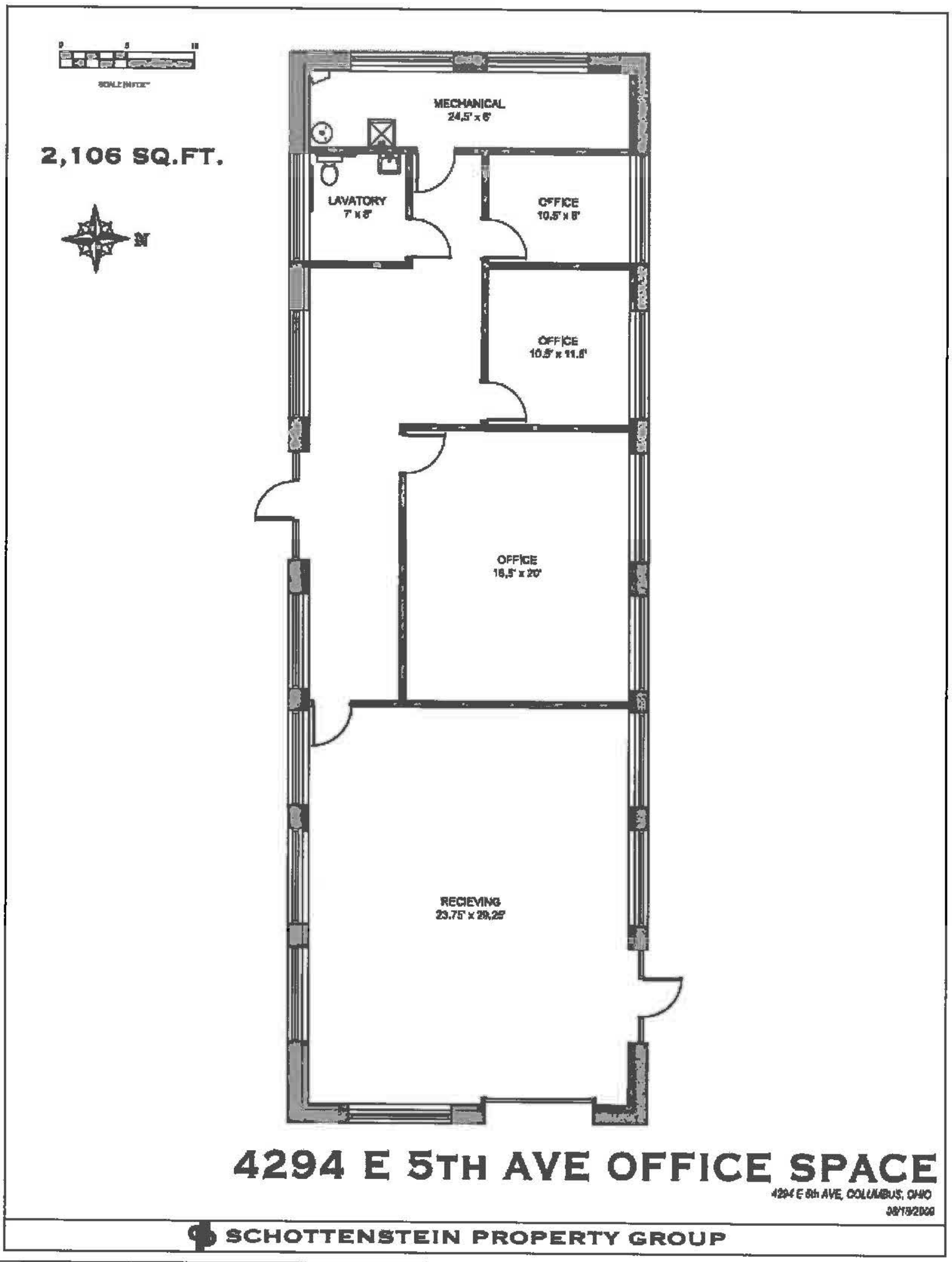
TENANT:

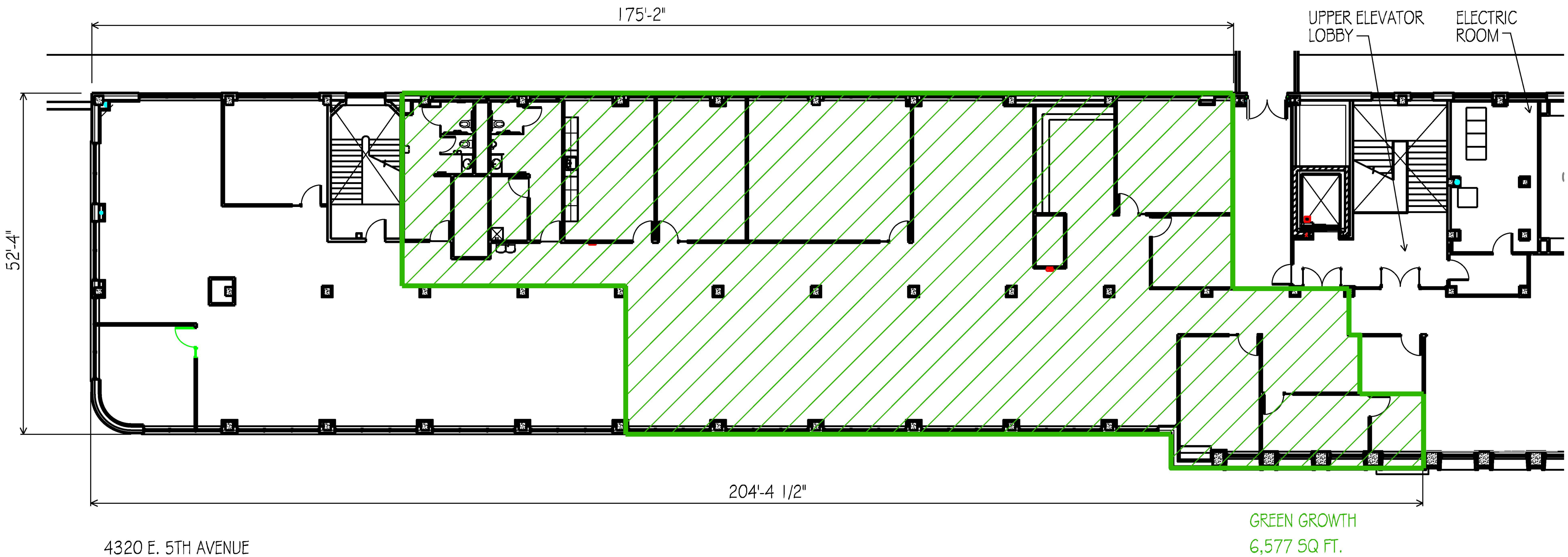
GREEN GROWTH BRANDS LLC
a Delaware limited liability company

By: [signature]
Name: Kent C. Kiffner
Title: General Counsel

#86076

Exhibit A


2,106 SQ.FT.
N
MECHANICAL 24.5' x 6'
LAVATORY 7' x 8'
OFFICE 10.5' x 8'
OFFICE 10.5' x 11.5'
OFFICE 16.5' x 20'
RECIEVING 23.75' x 29.25'
4294 E 5TH AVE OFFICE SPACE
4294 E 5th AVE, COLUMBUS, OHIO
SCHOTTENSTEIN PROPERTY GROUP



4320 E. 5TH AVENUE
COLUMBUS, OHIO 43219
9.574.0 SQ FT

OFFICE LEASE

cc. ☑ Tenant (Original)
☑ M. Ungar / D. Greene / A.J. Solomon
☑ P. Gugino / K. Massa / S. Yancik
☑ M. Brisk / Lease Administration
☑ B. Kugel / K. Kraner / Acctg.
☑ SPG Legal / K. Graham

Date: 7/13/18 (MS)

LANDLORD:	**4300 Venture 34910 LLC** a Delaware limited liability company 4300 East 5th Avenue Columbus. Ohio 43219
TENANT:	**Schottenstein Arviv US LLC** a Delaware limited liability company 4300 East 5th Avenue Columbus, Ohio 43219
LEASED PREMISES:	6,577 square feet on the second floor of Building No. 3 at the Columbus International Aircenter 4300 East Fifth Avenue Columbus, Ohio 43219

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OFFICE LEASE

THIS OFFICE LEASE (the "Lease") is made this 1st day of May, 2018, by and between **4300 VENTURE 34910 LLC**, a Delaware limited liability company (hereinafter sometimes referred to as "Landlord"), with offices at 4300 East 5th Avenue, Columbus, Ohio 43219, and **Schottenstein Arviv US LLC,** a Delaware limited liability company (hereinafter sometimes referred to as "Tenant";), whose address for all purposes under this Lease is 4300 East Fifth Avenue, Columbus, Ohio 43219, who hereby mutually covenant and agree as follows. The effective date of this Lease is the date upon which the last party executed this Lease (the "Effective Date")

I. GRANT, TERM, DEFINITIONS AND BASIC LEASE PROVISIONS

1.1 Grant.

Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of Tenant to be performed, hereby leases to Tenant, and Tenant hereby lets from Landlord, premises consisting of approximately six thousand five hundred seventy seven (6,577) square feet of office space on the second floor in Building No. 3 of the Columbus International Aircenter, which premises are commonly known as 4300 East Fifth Avenue, Columbus, Ohio 43219. The Columbus International Aircenter comprises approximately 170.497 acres, more or less, of real property in Franklin County, Ohio, which real property is legally described on Exhibit A, attached hereto and made a part hereof (hereinafter sometimes referred to as the "Real Estate"). The premises are outlined on the site plan attached hereto as Exhibit B and made a part hereof (the "Site Plan"). Said premises, together with all improvements now located or to be located on said premises during the term of this Lease, shall collectively be referred to herein as the "Leased Premises". A footprint of the Leased Premises is delineated on Exhibit C, attached hereto and made a part hereof. Upon thirty (30) days' written notice, Tenant shall have the right to expand the Premises to 9,574 sq ft. All Rent shall increase proportionality.

Tenant shall also have the non-exclusive right to use all common areas of the Real Estate, as the same may be modified, altered and reduced from time to time during the term hereof. Tenant acknowledges that Landlord may promulgate reasonable rules and regulations in connection with the use of all such common areas, and Tenant's use thereof shall not unreasonably interfere with the use of said common areas by Landlord or other tenants, occupants or users of the Real Estate, as well as their respective customers, employees, agents, licensees, contractors, subcontractors and invitees (hereinafter collectively the "Permitted Parties"), nor shall Tenant's use interfere with the environmental remediation program of the United States of America, as hereinafter set forth. Tenant acknowledges that this Lease is subject to the terms and conditions of the Declaration of Restrictions and Easements, dated October 17, 1997, and recorded as Instrument No. 199710170122036, Recorder's Office, Franklin County, Ohio (the "Declaration of Restrictions and Easements"), and Tenant agrees to comply with all provisions thereof.

Tenant acknowledges that it shall have no right of access to Port Columbus International Airport by virtue of this Lease. Any such access shall be pursuant to the terms of a separate agreement between Tenant and the Columbus Airport Authority. In the event Tenant enters into such an agreement with the Columbus Airport Authority, Tenant agrees to abide by all of the terms and conditions thereof, and Tenant shall indemnify Landlord in the event of any liability to Landlord on account of Tenant's non-compliance therewith.

1.2 Term.

(a) The term of this Lease and Tenant's obligations hereunder, except with regard to annual rent as set forth in Section 4.01 below, shall commence on May 1, 2018 (hereinafter sometimes referred to as the "Commencement Date"). Tenant's payment of annual rent shall commence on the Commencement Date and the term of this Lease shall end three (3) years after the Commencement Date, unless sooner terminated as herein set forth (the "Initial Term").

(b) The parties hereto further acknowledge and agree that this Lease, and all of the parties' rights and obligations hereunder, are contingent upon Landlord receiving consent from its lender to this Lease and the terms and conditions hereof. The Initial Term is hereinafter referred to as the "term" or "Term."

1.3 Agent.

As used in this Lease, the term "Agent" shall mean the agent of Landlord. Until otherwise designated by notice in writing from Landlord, Agent shall be Schottenstein Property Group, 4300 East 5th Avenue, Columbus, Ohio 43219, Attn: Executive Vice President, Leasing. Tenant may rely upon any consent or approval given in writing by Agent or upon notice from Agent or from the attorneys for Agent or Landlord.

1.4 Basic Lease Provisions.

These basic lease provisions are intended for convenience only, and any conflict between these provisions and the body of the Lease shall be resolved in favor of the body of the Lease.

(a) Purpose (See Section 3.01): The Leased Premises shall be used for developing branding materials and related general office purposes, and for no other purpose whatsoever without the prior written consent of Landlord.

(b) Annual Rent (See Section 4.01):

Lease Year	Rent per square foot	Annual Rent	Monthly Rent
1	$20.00	$131,140.00	$10,928.33
2	$20.00	$131,140.00	$10,928.33
3	$20.00	$131,140.00	$10,928.33

(c) Payee (See Section 4.01): 4300 Venture 34910 LLC.

(d) Payee's Address (See Sections 4.01 and 4.02): 4300 Venture 34910 LLC, Department L-2632, Columbus, Ohio 43260-2632

Form of Insurance (See Article VI): The insurance specified in Section 6.1 shall comply with the provisions of Section 6.02.

(e) Intentionally Deleted.

f) Intentionally Deleted

j) Tenant's Address (for notices) (See Section 21.06): 4300 East Fifth Avenue, Columbus, Ohio 43219

k) Landlord's Address (for notices) (See Section 21.06): 4300 East 5th Avenue Columbus, Ohio 43219, Attn: Executive Vice President, Leasing

l) Broker(s) (See Section 21.14): None.

II. POSSESSION

2.01 Possession.

(a) Tenant agrees and acknowledges that Tenant is in possession of the Leased Premises as of the Effective Date. Tenant accepts the Leased Premises in its "AS IS, WHERE AS" condition without relying on any representations or warranties of any kind whatsoever, express or implied, by Landlord, its agents or brokers as to any matters concerning the Real Estate or Leased Premises. Except to the extent of the express representations and warranties of Landlord set forth in this Lease, Tenant, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, Landlord, Landlord's affiliates, Landlord's property manager, the members, partners, trustees, shareholders, directors, officers, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorney's fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way be connected with the physical condition of the Premises and the Real Estate or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C Section 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601-2629).

(b) Landlord hereby expressly disclaims any express or implied representation or warranty that the Leased Premises are (i) suitable or habitable for Tenant's intended purpose or use or any other purpose; (ii) fit for a particular purpose; or (iii) in compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements. The taking of possession by Tenant shall be conclusive evidence that Tenant: (i) accepts the Leased Premises as suitable for the purposes for which they were leased; (ii) accepts the Real Estate and every part and appurtenance thereof as being in good and satisfactory condition; and (iii) waives any defects in the Leased Premises and its appurtenances existing now or in the future. Tenant acknowledges the disclaimer by Landlord set forth herein and waives all claims based on any implied warranty of suitability, habitability or fitness or suitability for a particular purpose. Tenant represents that it is knowledgeable in commercial real estate matters, specifically including property similar to the Leased Premises. Tenant represents and covenants it either has or will carefully inspect the Leased Premises and consult with competent professionals before determining whether to proceed with this Lease. Tenant is not relying (and will not rely in the future) on any statements, facts or representations, oral or written, except for those matters specifically set forth in this Lease.

III. PURPOSE

3.1 Purpose.

The Leased Premises shall be used and occupied only for the Purpose set forth in Section 1.05(a) hereof, except that no such use shall (a) violate any certificate of occupancy or law, ordinance or other governmental regulation in effect from time to time affecting the Leased Premises or the use thereof, including all recorded instruments of record, (b) cause injury to the improvements, (c) cause the value or usefulness of the Real Estate or any part thereof to diminish, (d) constitute a public or private nuisance or waste, (e) authorize Tenant to use, treat, store or dispose of hazardous or toxic materials on the Real Estate, or (f) render the insurance on the Leased Premises void or the insurance risk more hazardous, provided, however, that if Tenant's use of the Leased Premises does make the insurance risk more hazardous then, without prejudice to any other remedy of Landlord for such breach, Tenant shall pay to Landlord, on demand, the amount by which Landlord's insurance premiums are increased as a result of such use, which payment shall be in addition to the payment by Tenant for premiums as provided in Section 6.05 hereof. Tenant shall not use or occupy the Leased Premises contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto. A copy of Landlord's current Rules and Regulations are attached hereto as Exhibit "D" and made a part hereof.

3.2 Use of Real Estate.

Tenant acknowledges that the Real Estate is adjacent to the Columbus International Airport (the "Airport") and the Real Estate may be used for storage, repair, loading and unloading of airplanes and other services associated with the Airport and airplanes. Tenant's operations at the Real Estate and the Airport, including the hiring of employees or contractors, shall be in full compliance with all security, safety and other regulations of the Federal Aviation Administration, United States State Department or other applicable governmental or quasi-governmental authorities having jurisdiction over the Real Estate and for the Airport. Tenant further acknowledges that these uses generate substantial noise and other emissions and covenants that Tenant will not interfere with these uses of the Real Estate. Tenant consents to the above uses of the Real Estate and agrees that such use shall not interfere with its use of the Leased Premises nor shall Tenant permit any use of the Leased Premises which shall be inconsistent with the use of the Real Estate and the adjacent Airport. Tenant acknowledges and consents to any expansion of the Airport, including without limitation one which includes a major runway, or a portion thereof, between the current Airport runways and the Leased Premises.

IV. RENT

4.1 Annual Rent.

Beginning with the Commencement Date, Tenant shall pay, without demand, annual rent as set forth in Section 1.05(b) hereof, payable monthly in advance in installments as set forth in said Section. Rent shall be paid to or upon the order of Payee at the Payee's Address. Landlord shall have the right to change the Payee or the Payee's Address by giving written notice thereof to Tenant. IfTenant occupies the Leased Premises for the purpose of conducting business therein prior to the Commencement Date, the Commencement Date shall be deemed to be the date of such occupancy. All payments of rent shall be made without any deduction, set off, discount or abatement whatsoever, in lawful money ofthe United States.

4.2 Late Fees.

Each and every installment of rent and each and every payment of other charges hereunder which shall not be paid when due shall be subject to an automatic ten percent (10%) late fee. Additionally, all sums not paid within thirty (30) days of the due date thereof shall bear interest at the highest rate then payable by Tenant in the state in which the Leased Premises are located or, in the absence of such a maximum rate, at a rate per annum equal to four percent (4%) in excess of the announced prime rate of interest of PNC Bank, Columbus, in effect on the due date of such installment(s), from the date when the same is payable under the terms of this Lease until the same shall be paid; provided that payment of such late fees and interest shall not excuse default in the payment of rent or other sums due hereunder. All such amounts shall be due and payable without notice or demand.

V. OTHER TAXES

5.1 Other Taxes.

Tenant further covenants and agrees to pay promptly when due all taxes assessed against Tenant's fixtures, furnishings, equipment and stock-in trade placed in or on the Leased Premises during the term of this Lease.

VI. RISK ALLOCATION AND INSURANCE

6.1 Allocation of Risks.

The parties desire, to the extent permitted by law, to allocate certain risks of personal injury, bodily injury or property damage, and risks of loss of real or personal property by reason of fire, explosion or other casualty, and to provide for the responsibility for insuring those risks. To the extent any event is required by the terms hereof to be covered by insurance, any loss, cost, damage or expense, including, without limitation, the expense of defense against claims or suits, be covered by insurance, without regard to the fault of Tenant, its officers, employees or agents ("Tenant Protected Parties"), and without regard to the fault of Landlord, Agent, Jubilee- Aircenter, L.L.C., Jubilee Limited Partnership and Schottenstein Professional Asset Management Corporation, their respective members, officers, directors, employees and agents ("Landlord Protected Parties"). As between Landlord Protected Parties and Tenant Protected Parties, such risks are allocated as follows:

(a) Tenant shall bear the risk of bodily injury, personal injury or death, or damage to property, or to third persons, occasioned by events occurring within, on or about the Leased Premises, regardless of the party at fault, if any. Said risks shall be insured as provided in Section 6.02(a).

(b) Landlord shall bear the risk of bodily injury, personal injury, or death or damage to property, or to third persons, occasioned by events occurring on or about the Real Estate (other than premises leased to tenants), provided such event is occasioned by the wrongful act or omission of any of Landlord Protected Parties. Said risk shall be insured against as provided in Section 6.03(a).

(c) Tenant shall bear the risk of bodily injury, personal injury, or death or damage to property, or to third persons, occasioned by any event occurring on or about the Real Estate, including the Ramp Area as designated on the Site Plan (but excluding premises leased to other tenants), provided such event is occasioned by the wrongful act or omission of any of Tenant Protected Parties. Said risk shall be insured against as provided in Section 6.02(a).

(d) Tenant shall bear the risk of damage to the Tenant Improvements and to the contents, trade fixtures, machinery, equipment, furniture, furnishings and property of Tenant and Tenant's Protected Parties in the Leased Premises arising out of loss by all events.

(e) Landlord shall bear the risk of damage to the building on the Real Estate arising out of loss by events required to be insured against pursuant to Section 6.03(b).

Notwithstanding the foregoing, provided the party required to carry insurance under Section 6.02(a) or Section 6.03(a) hereof does not default in its obligation to do so, if and to the extent that any loss occasioned by any event of the type described in Section 6.01 (a) or Section 6.01 (b) exceeds the coverage or amount of insurance actually carried, or results from an event not required to be insured against and not actually insured against, each party shall pay the amount not actually covered under their respective policies.

6.2 Tenant's Insurance.

Tenant shall procure and maintain policies of insurance, at its own cost and expense, insuring:

(a) The Landlord Protected Parties as "named additional insureds", and Landlord's mortgagee, if any, of which Tenant is given written notice, and Tenant Protected Parties, from all claims, demands or actions made by or on behalf of any person or persons, firm, corporation or entity and arising from, related to or connected with the Leased Premises, Tenant's use thereof or operations therein, or on the common areas of the Real Estate (including, but not limited to, use of the Ramp Area, any loading or unloading of aircraft, vehicles or other vessels, and the repairing, testing, moving, towing or servicing thereof) for bodily injury to or personal injury to or death of any person, or more than one (1) person, or for damage to property in an amount of not less than $1,000,000.00 combined single limit per occurrence/aggregate. Said insurance shall be written on an "occurrence" basis and not on a "claims made" basis, and such liability policies shall include products and completed operations liability insurance. If at any time during the term of this Lease, Tenant owns or rents more than one location, the policy shall contain an endorsement to the effect that the aggregate limit in the policy shall apply separately to each location owned or rented by Tenant. Landlord shall have the right, exercisable from time to time by giving written notice thereof to Tenant, to require Tenant to increase such limit if, in Landlord's reasonable judgment, the amount thereof is insufficient to protect the Landlord Protected Parties and Tenant Protected Parties from judgments which might result from such claims, demands or actions. If Tenant is unable, despite reasonable effo1s in good faith, to cause its liability insurer to insure the Landlord Protected Parties as "named additional insureds", Tenant shall nevertheless cause the Landlord Protected Parties to be insured as "additional insureds" and in such event, Tenant will protect, indemnify and save harmless the Landlord Protected Parties from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against the Landlord Protected Parties, or any of them, by reason of any bodily injury to or personal injury to or death of any person or more than one person or for damage to property, occurring on or about the Leased Premises, caused by any party including, without limitation, any Landlord Protected Party, to the extent of the amount of the insurance required to be carried under this Section 6.02(a) or such greater amount of insurance as is actually carried. Tenant shall cause its liability insurance to include contractual liability coverage fully covering the indemnity set forth above and in Section 13.01 below.

(b) The Tenant Improvements and all contents and Tenant's trade fixtures, machinery, equipment, furniture and furnishings in the Leased Premises to the extent of at least ninety percent (90%) of their replacement cost under Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form ("all risk" coverage). Said insurance shall contain an endorsement waiving the insurer's right of subrogation against any Landlord Protected Party.

(c) Tenant Protected Parties from all worker's compensation claims, including employers liability with minimum limits of $500,000.00 per occurrence.

(d) Landlord and Tenant against breakage of all plate glass utilized in the improvements on the Leased Premises.

(e) Tenant agrees to maintain, at its own expense, for the benefit of itself, Tenant's Protected Parties and Landlord's Protected Parties, excess and/or umbrella liability insurance of such types and with limits not less than Fifty Million Dollars ($5,000,000.00) as may be approved by Landlord, insuring against liability for damage or loss to aircraft or other property, and against liability for person injury or death, arising from acts or omissions of Tenant, its agents, employees or invitees. Said excess and/or umbrella policies shall include all liability policies in Section 6.02(a), employer's liability in Section 6.02(c) and hangar liability in Section 6.02(e) as underlying policies.

(f) Automobile liability naming Landlord as additional insured with minimum of $1,000,000 limits for property damage, death or bodily injury. This policy shall be for the benefit of Tenant and Landlord for any claims, demands or actions made by or on behalf of any person or persons, firm, corporation, or entity arising from the control, operation or use of any vehicle by Tenant or Tenant's agents, contractors or employees on or about the Real Estate. The automobile policy shall be listed as an underlying policy on the umbrella policy referred to in Section 6.02(f).

6.3 Landlord's Insurance.

Landlord shall procure and maintain policies of insurance insuring:

(a) (i) Commercial general liability (including products and completed operations) or other policy forms which would provide similar coverages on behalf of Landlord and Landlord's Protected Parties for those claims of bodily injury or property damage arising from the Real Estate and the operations of the Landlord and Landlord's Protected Parties. Said liability insurance policy shall be written on an "occurrence" basis with a combined single limit of One Million Dollars ($1,000,000.00) per occurrence and not less than Two Million Dollars ($2,000,000.00) policy aggregate limit, and One Million Dollars ($1,000,000.0D) limit for products and completed operations.

(ii) Umbrella liability insurance providing a minimum of Fifty Million Dollars ($50,000,000.00) limit naming the commercial general liability policy (Section 6.03(a)(i)) as an underlying policy.

(b) The building containing the Leased Premises against loss or damage by fire, lightning, wind storm, hail storm, aircraft, vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special F0lm ("all risk" coverage). The insurance coverage shall be for an agreed amount between Landlord and the insurance carrier, with sufficient limits to replace the Leased Premises with premises of similar utility and purpose. Landlord shall be named as the insured and all proceeds of insurance shall be payable to Landlord. Said insurance shall contain an endorsement waiving the insurer's right of subrogation against all Tenant Protected Parties. Tenant acknowledges that Tenant is not an insured under Landlord's property insurance, nor is Tenant an implied co-insured under Landlord's property insurance.

(c) Landlord's business income, protecting Landlord from loss of rents and other charges during the period while the Leased Premises are untenantable due to fire or other casualty (for the period reasonably determined by Landlord).

(d) Flood or earthquake insurance whenever, in the reasonable judgment of Landlord, such protection is necessary and it is available at commercially reasonable cost.

6.4 Form of Insurance.

All of the aforesaid insurance shall be in responsible companies licensed to do business in the State of Ohio. Landlord shall have the right to self-insure and use high deductibles or self- insured retention levels to help control the cost of insurance premiums. As to Tenant's insurance, the insurer and the form, substance and amount (where not stated above) shall be satisfactory from time to time to Landlord and any mortgagee of Landlord, and shall unconditionally provide that it is not subject to cancellation or non-renewal except after at least thirty (30) days prior written notice to Landlord and any mortgagee of Landlord. Originals of Tenant's insurance policies (or certificates thereof satisfactory to Landlord), together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord at the Commencement Date and renewals thereof not less than thirty (30) days prior to the end of the term of such coverage. Landlord shall have the right, from time to time, to increase the occurrence limits and/or policy limits of Landlord and/or Tenant hereunder, as Landlord may reasonably determine..

6.5 Fire Protection.

Tenant shall conform with all applicable fire codes of any governmental authority, and with the rules and regulations of Landlord's fire underwriters and their fire protection engineers, including, without limitation, the installation and maintenance of adequate fire extinguishers, sprinkler systems, alarms and/or special hazards fire protection. If a dollar amount is inserted in Section 1.05(f) as a Monitoring Service Charge, then Landlord is providing a sprinkler monitoring system with a direct connection to the local fire department or monitoring service. In the event of impairment of the sprinkler system, the party discovering such impairment shall immediately notify the other party hereto. During the period of any such impairment or shutdown of the fire protection system(s), Tenant shall cease hazardous-type operations which the fire protection systems were design to protect.

6.6 Waiver of Subrogation.

Landlord and Tenant, and all parties claiming under each of them, mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered by insurance on the Leased Premises or in connection with the Real Estate or activities conducted thereon or therewith, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, including all other tenants of the Building. All policies of insurance required to be maintained by the parties hereunder shall contain waiver of subrogation provisions in accordance with the foregoing so long as the same are available.

6.7 Disclaimer of Liability.

Tenant hereby disclaims, and releases Landlord and Landlord's Protected Parties from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage, or injury of any nature whatsoever sustained by Tenant and Tenant's Protected Parties, during the term of this Lease, including but not limited to loss, damage or injury to the aircraft (hangered or to be hangered) or other property of Tenant that may be located or stored in the hangar space. The parties hereby agree that under no circumstances shall Landlord be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Leased Premises under this Lease. Tenant shall also hold Landlord and Landlord's Protected Parties harmless from and against any and all liability, fines, or other charges incurred as a result of alleged violations of airport security regulations (FAR parts 107 and 139) by Tenant and Tenant's Protected Parties.

VII. DAMAGE OR DESTRUCTION

7.01 Landlord's Obligation to Rebuild.

In the event the Leased Premises are damaged by fire, explosion or other casualty, Landlord shall commence the repair, restoration or rebuilding thereof within sixty (60) days after such damage and shall complete such restoration, repair or rebuilding within one hundred fifty (150) days after the commencement thereof, provided that if construction is delayed because of changes, deletions, or additions in construction requested by Tenant, strikes, lockouts, casualties, acts of G-d, war, material or labor shortages, governmental regulation or control or other causes beyond the control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed. If the casualty or the repair, restoration or rebuilding caused thereby shall render the Leased Premises untenantable, in whole or in part, rent shall be equitably abated during the period of untenantability and Tenant shall have no liability for the abated rent; provided, however, that Tenant shall on a monthly basis, advance to Landlord the sum equal to the full monthly payment of rent and other charges otherwise due hereunder, and such advances shall be repaid by Landlord to Tenant solely from the proceeds, if any, of Landlord's business income insurance on the Leased Premises collected and retained by Landlord for the period of such untenantability. If such a fire, explosion or other casualty damages the building in which the Leased Premises are located, in a material or substantial way, Landlord may, in lieu of repairing, restoring or rebuilding the same, tel lninate this Lease within sixty (60) days after the occurrence of the event causing the damage by notice to Tenant. In such event, the obligation of Tenant to pay rent and other charges hereunder shall end as of the date when the damage occurred. If such a fire, explosion or other casualty renders more than twenty- five percent (25%) of the Leased Premises untenantable for more than one hundred fifty (150) consecutive days, then, subject to events of force majeure and provided that such fire, explosion or other casualty did not result from the negligent acts or omissions of Tenant, it agents, employees or contractors, Tenant shall have the right to terminate this Lease by written notice given to Landlord prior to Landlord's delivery of a repaired, restored or rebuilt Leased Premises to Tenant.

VIII. CONDEMNATION

8.1 Taking of Whole.

If the whole of the Leased Premises shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, or if such a portion of the Leased Premises shall be so taken that as a result thereof the balance cannot be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, then in either of such events, the Lease term shall terminate upon delivery of possession to the condemning authority, and any award, compensation or damages (hereinafter sometimes called the "Award") shall be paid to and be the sole property of Landlord whether the Award shall be made as compensation for diminution of the value of the leasehold estate or the fee of the Real Estate or otherwise and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all of the Award. Tenant shall continue to pay rent and other charges hereunder until the Lease term is terminated and any Impositions and premiums prepaid by Tenant, or which accrue prior to the termination, shall be adjusted between the parties.

8.2 Partial Taking.

If only a part of the Leased Premises shall be so taken or condemned, but the Lease is not terminated pursuant to Section 8.01 hereof, Landlord shall repair and restore the Leased Premises and all improvements thereon, to the extent reasonably practicable, provided that Landlord shall not hereby be required to expend for repair and restoration any sum in excess of the Award. Any portion of the Award which has not been expended by Landlord for such repairing or restoration shall be retained by Landlord as Landlord's sole property. The rent shall be equitably abated following delivery of possession to the condemning body. If the portion of the building within which the Leased Premises are located shall be so taken or condemned in a material or substantial way, Landlord may terminate this Lease by giving written notice thereof to Tenant within sixty (60) days after such taking. In such event, the Award shall be paid to and be the sole property of Landlord. Notwithstanding the foregoing, if more than twenty-five percent (25%) of the Leased Premises are so taken or condemned, Tenant shall have the right to terminate this Lease by written notice given to Landlord within thirty (30) days after possession of the portion of the

Leased Premises so taken is delivered to the condemning authority.

8.3 Temporary Taking.

If the whole or a part of the Leased Premises shall be taken or condemned for a public or quasi- public use or purpose by a competent authority, but only on a temporary basis, then in such event this Lease shall continue in full force and effect, without any abatement of rent whatsoever, but the Award paid on account of such temporary taking shall be paid to Tenant in full satisfaction of all claims of Tenant on account thereof. Ifmore than twenty-five percent (25%) of the Leased Premises are so taken or condemned for more than one hundred fifty (150) consecutive days, Tenant shall have the right to terminate this Lease by written notice given to Landlord prior to Tenant's receipt of a notice from Landlord or the condemning authority of the cessation of such temporary condemnation or taking.

IX. MAINTENANCE AND ALTERATIONS

9.1 Landlord's Maintenance.

(a) Landlord shall perform all maintenance, repairs and replacements of the roof and the structural components of the Leased Premises, and, subject to Section 9.02(b) below, replace the heating, ventilation and air conditioning system(s) serving the Leased Premises if the same shall be necessary during the Term of this Lease. Except if the necessity for any such maintenance, repairs or replacements results from any act or omission or negligence of Tenant, its agents, employees, contractors, customers or invitees, Tenant shall pay to Landlord all of the costs and expenses incurred by Landlord in performing such work. Such payment shall be additional rent hereunder and shall be paid to Landlord within ten (10) days after Landlord bills Tenant therefor.

(b) Notwithstanding the provisions of Paragraph (a) above, Landlord shall not be obligated to repair the following: (i) the exterior or interior of any doors, windows and plate glass surrounding the Leased Premises; (ii) heating, ventilating or air- conditioning equipment in the Leased Premises; (iii) damage to Tenant's improvements or personal property caused by any casualty, burglary, break-in, vandalism, war or act of G-d; and (iv) damages caused to structure or building as a result of burglary or break-in. Landlord shall, in any event, have ten (10) days after notice from Tenant stating the need for repairs to commence such repairs, and Landlord shall thereafter proceed with due diligence to complete same. Tenant expressly hereby waives the provisions of any law permitting repairs by a tenant at Landlord's expense.

9.2 Tenant's Maintenance.

(a) Except as provided in Section 9.01 hereof, Tenant shall keep and maintain the entire interior of the Leased Premises, specifically including, without limitation, all the heating, ventilating and air conditioning equipment, the electrical system within the Leased Premises, the plumbing system within the Leased Premises, and all pipes and conduits below the floor and below the ground surface of the Leased Premises, in good condition and repair. Tenant shall provide its own janitorial service for the Leased Premises. As used herein, each and every obligation of Tenant to keep, maintain and repair shall include, without limitation, all ordinary and extraordinary structural and non-structural repairs and replacements on account of (i) Tenant's use of the Leased Premises, and (ii) any improvements made to the Leased Premises by Tenant. As to any repairs costing in excess of Ten Thousand Dollars ($10,000.00) and as to any replacements whatsoever, Tenant shall, in connection therewith, comply with the requirements of Section 9.03(b) hereof. Tenant shall keep the Leased Premises from falling out of repair or deteriorating and shall keep the same safe, secure and clean and in full compliance with all health and safety regulations in force. Nothing in Section 1.05(a) shall be deemed to limit Tenant's obligation under this Section 9.02(a). Tenant shall promptly remove any debris left by Tenant, its employees, agents, contractors or invitees in the parking area or other exterior areas of the Real Estate. Tenant agrees to cooperate with any other tenants on the Real Estate in connection with exterior maintenance and repairs not required to be performed by Landlord hereunder to the end that any exterior repairs and maintenance will be performed in a uniform manner acceptable to Landlord. In connection therewith, Tenant and such other tenants may agree among themselves as to the allocation of costs and responsibilities.

(b) Without limiting Tenant's obligations under Section 9.02(a) hereof, Tenant shall, at all times during the term of this Lease, have and keep in force a maintenance contract in form and with a contractor satisfactory to Landlord, providing for inspection at least once each calendar quarter of the heating, air conditioning and ventilating equipment (which inspection shall encompass the work described on Schedule I attached hereto and made a part hereof), and providing for necessary repairs thereto. Said contract shall provide that it will not be cancelable by either party thereto except upon thirty (30) days' prior written notice to Landlord. Tenant shall provide Landlord with a copy of such maintenance contract. In the event the replacement of the heating, ventilation and air conditioning system shall be necessary during the Term of this Lease, Tenant shall pay the first One Thousand Dollars ($1,000.00) of the cost and expense toward any such replacement from time to time during the Term of this Lease.

9.3 Alterations.

(a) Tenant shall make all additions, improvements and alterations on the Leased Premises, and on and to the appurtenances and equipment thereof, required by any governmental authority or which may be made necessary by the act or neglect of Tenant, its employees, agents or contractors, or any persons, firm or corporation claiming by, through or under Tenant. Except as provided in the immediately preceding sentence, Tenant shall not create any openings in the roof or exterior walls, or make any other exterior or structural alterations to the Leased Premises (hereinafter "Alterations") without Landlord's prior written consent, which consent Landlord may, in its discretion, withhold. Notwithstanding the foregoing, any alterations or improvements by Tenant which alter the location of partition walls, fire walls, ceilings or other fire protection shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

(b) As to any Alterations which Tenant is required hereunder to perform or to which Landlord consents, and as to all additions, improvements and alterations required by any governmental authority or which may be made necessary by the act or neglect of Tenant, and as to any repairs costing in excess of Ten Thousand Dollars ($10,000.00), and as to any replacements of the foregoing, or as to work performed pursuant to Article XVIII hereof, such work shall be performed with new materials, in a workmanlike manner, strictly in accordance with plans and specifications therefor first approved in writing by Landlord and in accordance with all applicable laws and ordinances. Tenant shall, prior to the commencement of such work, deliver to Landlord copies of all required permits, and builders risk (or installation floater) insurance coverage to the extent of the cost of the Alterations. At Landlord's option (exercised by notice in writing from Landlord to Tenant given within ten (10) days after Landlord receives Tenant's plans and specifications), such work shall be perfolmed by employees of or contractors employed by Landlord, at Tenant's expense. Tenant shall permit Landlord to monitor construction operations in connection with such work, and to restrict, as may reasonably be required, the passage of manpower and materials, and the conducting of construction activity in order to avoid unreasonable disruption, hazard or inconvenience to Landlord or other tenants of the Real Estate or to Permitted Parties or damage to the Real Estate or the Leased Premises. Tenant shall pay to Landlord, for Landlord's overhead in connection with performing or monitoring such work, a sum equal to ten percent (10%) of Tenant's costs for such work. Upon completion of any such work by or on behalf of Tenant, Tenant shall provide Landlord with such documents as Landlord may require (including, without limitation, sworn contractors' statements and supporting lien waivers) evidencing payment in full for such work, and "as built" working drawings. In the event Tenant performs any work not in compliance with the provisions of this Section 9.03(b), Tenant shall, upon written notice from Landlord, immediately remove such work and restore the Leased Premises to their condition immediately prior to the performance thereof. If Tenant fails so to remove such work and restore the Leased Premises as aforesaid, Landlord may, at its option, and in addition to all other rights or remedies of Landlord under this Lease, at law or in equity, enter the Leased Premises and perform said obligation of Tenant and Tenant shall reimburse Landlord for the cost to the Landlord thereof, immediately upon being billed therefor by Landlord. Such entry by Landlord shall not be deemed an eviction or disturbance of Tenant's use or possession of the Leased Premises nor render Landlord liable in any manner to Tenant.

(c) In no event shall Tenant be entitled to use the roof of the Leased Premises or any other roof on the Real Estate without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. In the event Tenant obtains Landlord's consent to utilize the roof of the Leased Premises or any other roof of a building on the Real Estate, Tenant shall only use Landlord's roofing contractor for all purposes for which Landlord has consented.

(d) All improvements and Alterations made to the Leased Premises by Tenant shall, immediately upon attachment to the Leased Premises or installation thereof, be deemed the property of Landlord and Tenant shall have no further right or claim to the title thereof.

X. ASSIGNMENT AND SUBLETTING

10.1 Consent Required.

(a) Tenant shall not, without Landlord's prior written consent, (i) assign, convey or mortgage this Lease or any interest therein; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) sublet the Leased Premises or any part thereof; (iv) amend a sublease previously consented to by the Landlord; or (v) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to assign Tenant's interest under this Lease to

(1) Tenant's successor by merger, acquisition or consolidation, or (2) an entity acquiring all or substantially all of the assets of Tenant, so long as (a) such transfer is pursuant to a bona fide business transaction; and (b) such successor has a tangible net worth equal to or greater than Tenant's tangible net worth as of the date of the execution of this Lease. If Tenant proposes to assign the Lease or enter into any sublease of the Leased Premises, Tenant shall deliver written notice thereof to Landlord, together with the proposed terms of such assignment or sublease agreement at least thirty (30) days prior to the effective date thereof. Any proposed assignment or sublease shall be expressly subject to the terms, conditions and covenants of this Lease. Any proposed assignment shall contain a written assumption by assignee of all of Tenant's obligations under this Lease. Any sublease shall (i) provide that the sublessee shall procure and maintain the insurance required of Tenant in accordance with the terms of Section 6.02 and Section 9.03(b) hereof, (ii) provide for a copy to Landlord of notice of default by either party, and (iii) otherwise be reasonably acceptable to Landlord.

(b) Landlord's consent to any assignment or subletting shall not unreasonably be withheld: in making its determination as to whether to consent to any proposed assignment or sublease, Landlord may consider, among other things, the creditworthiness and business reputation of the proposed assignee or subtenant, the compatibility of the proposed use of the Leased Premises with the general character of the Real Estate, and any other factors which Landlord may reasonably deem relevant. No consent by Landlord to any assignment or subletting shall be deemed to be a consent to any further assignment or subletting or to any sub-subletting.

(c) In the event that Tenant proposes to assign the Lease or enter into a sublease of all or substantially all of the Leased Premises, Landlord shall have the right, in lieu of consenting thereto, to terminate this Lease. Landlord may exercise said right by giving Tenant written notice thereof within thirty (30) days after receipt by Landlord of Tenant's notice, given in compliance with Section 10.0l(a) hereof, of the proposed assignment or sublease. In the event that Landlord exercises such right, Tenant shall surrender the Leased Premises on the date set forth in Landlord's notice to Tenant as the termination date, in which event Tenant shall vacate and surrender the Leased Premises as required herein, and this Lease shall thereupon terminate. Landlord may, in the event of such termination, enter into a lease with any proposed assignee or subtenant for the Leased Premises.

(d) In the event that Tenant subleases the Leased Premises, Tenant shall pay to Landlord monthly, as additional rent hereunder, fifty percent (50%) of the amount calculated by subtracting from the rent and other charges and consideration payable from time to time by the subtenant to Tenant for said space, the amount of rent and other charges payable by Tenant to Landlord under this Lease, allocated (based on the relative rentable square foot area of the total Leased Premises and of that portion of the Leased Premises so subleased by Tenant) to the subleased portion of the Leased Premises.

(e) No permitted assignment shall be effective and no permitted sublease shall commence unless and until any default by Tenant hereunder shall have been cured. No permitted assignment or subletting shall relieve Tenant from Tenant's obligations and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.

10.2 Voting Control of Tenant.

If Tenant is a corporation, the shares of which, at the time of execution of this Lease or during the term hereof are or shall be held by fewer than one hundred (100) persons, and if at any time during the term of this Lease the persons, firms or corporations who own a majority or controlling member of its shares at the time of the execution of this Lease or following Landlord's consent to a transfer of such shares cease to own such shares (except as a result of transfer by bequest or inheritance) and such cessation shall not first have been approved in writing by Landlord, then such cessation, shall, at the option of Landlord, be deemed a default by Tenant under this Lease. Notwithstanding the foregoing, the same shall not be deemed a default by Tenant if (a) such transfer shall be pursuant to a bona fide business transaction; (b) the persons, firms or corporations who acquire such majority or controlling number of the shares of Tenant shall have a combined tangible net worth equal to or greater than Tenant's tangible net worth as of the date of the execution of this Lease; and (c) Landlord shall have consented to such transfer, which consent shall not be unreasonably withheld.

1O.03 Other Transfer of Lease.

Tenant shall not allow or permit any transfer of this Lease, or any interest hereunder, by operation of law, or convey, mortgage, pledge, or encumber this Lease or any interest therein.

XI. LIENS AND ENCUMBRANCES

11.1 Encumbering Title.

Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises or the Real Estate, nor shall the interest or estate of Landlord in the Leased Premises or the Real Estate be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises or the Real Estate arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises and the Real Estate.

11.2 Liens and Right to Contest.

Tenant shall not permit the Leased Premises or the Real Estate to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises or the Real Estate by reason of nonpayment thereof; provided further, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied. Tenant hereby agrees to indemnify and hold Landlord harmless for any liability, cost, damage and expense occasioned by any mechanic's lien filed against the Leased Premises or the Real Estate on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with the Leased Premises or the Real Estate.

XII. UTILITIES

12.01 Utilities.

Landlord shall pay all utility services, including but not limited to fuel, electricity, and steam heat, water and sewerage, from the utility complex or entity, providing such service to the Leased Premises. Landlord shall not be liable for the quality or quantity of or interference involving any such utilities. During the term hereof, whether the Leased Premises are occupied or unoccupied, Tenant agrees to maintain heat sufficient to heat the Leased Premises so as to avert any damage to the Leased Premises on account of cold weather. As of the date hereof, gas and electric services for the Leased Premises are sub-metered to the Leased Premises.

XIII. INDEMNITY

13.01 Indemnity.

Tenant will protect, indemnify and save harmless Landlord Protected Parties (as defined in Section 6.01) from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord by reason of (i) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (ii) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof; (iii) any violations or alleged violations of airport security regulations by Tenant or any of the Tenant Protected Parties; (iv) any use of the Leased Premises by Tenant, including but not limited to, the use of electronic or radar monitoring or transmission equipment or related transmissions; or (v) any and all liability, fines or other charges incurred as a result of alleged violations of airport or aviation security regulations by Tenant and its Permitted Parties. In case any action, suit or proceeding is brought against Landlord by reason of any occurrence described in this Section 13.01, Tenant will, at Tenant's expense, by counsel approved by Landlord, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended. The costs indemnified against hereunder and assumed under Article VI include, without limitation, any claims due to loss suffered by the Landlord, Landlord's other tenants, the Permitted Parties, the Columbus Airport Authority, the tenants of the Columbus Airport Authority, or the City of Columbus, Ohio. The obligations of Tenant under this Section 13.01 shall survive the expiration or earlier termination of this Lease.

XIV. RIGHTS RESERVED TO LANDLORD

14.01 Rights Reserved to Landlord.

Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord, on behalf of itself and Agent reserves the following rights to be exercised at Landlord's election:

(a) To change the street address of the Leased Premises or the name of the project which includes the Leased Premises;

(b) To inspect the Leased Premises and to make repairs, additions or alterations to the Leased Premises or the building of which the Leased Premises are a part, specifically including, but without limiting the generality of the foregoing, to make repairs, additions or alterations within the Leased Premises to mechanical, fire protection systems, alarm systems, electrical, and other facilities, systems, serving other premises in the building of which the Leased Premises are a part, or which serve other parts of the Real Estate;

(c) To show the Leased Premises to prospective purchasers, mortgagees, or other persons having a legitimate interest in viewing the same, and, at any time within one (1) year prior to the expiration of the Lease term, to persons wishing to rent the Leased Premises;

(d) During the last year of the Lease term, to place and maintain the usual "For Rent" sign in or on the Leased Premises or the Real Estate, and at any time during the Lease term to place and maintain "For Sale" signs on the Real Estate; and

(e) If Tenant shall theretofore have vacated the Leased Premises, to decorate, remodel, repair, alter or otherwise prepare the Leased Premises for new occupancy.

(f) To promulgate rules and regulations for the operation and use of the common areas, including the parking areas for the common use and benefit of the tenants of the Real Estate and their customers and invitees. Landlord shall at all times have exclusive control of the common areas and may at any time and from time to time: (i) modify and amend reasonable rules and regulations for the use of the common areas, which rules and regulations shall be binding upon the Tenant upon delivery of a copy thereof to the Tenant; (ii) temporarily close any part of the common areas, including but not limited to closing the streets, sidewalks, road or other facilities to the extent necessary to prevent a dedication thereof or the accrual of rights of any person or of the public therein; (iii) exclude and restrain anyone from the use or occupancy of the common areas or any part thereof except bona fide customers and suppliers of the tenants of the Real Estate who use said areas in accordance with the rules and regulations established by Landlord; (iv) engage others to operate and maintain all or any part of the common areas, on such terms and conditions as Landlord shall, in its sole judgment, deem reasonable and proper; and (v) make such changes in the common areas as in its opinion are in the best interest of the Real Estate, including but not limited to changing the location of walkways, service areas, driveways, entrances, existing automobile parking spaces and other facilities, changing the direction and flow of traffic and establishing prohibited areas.

(g) Remove any obstructions in the common areas created or permitted by Tenant, including towing vehicles parked in restricted parking zones at Tenant's sole cost and expense.

Landlord may enter upon the Leased Premises for any and all of said purposes and may exercise any and all of the foregoing rights hereby reserved, during n0lmal business hours unless an emergency exists, without being deemed guilty of any eviction or disturbance of Tenant's use or possession of the Leased Premises, and without being liable in any manner to Tenant.

(a)

XV. QUIET ENJOYMENT

15.01 Quiet Enjoyment.

So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

XVI. SUBORDINATION OR SUPERIORITY

16.01 Subordination or Superiority.

(a) This Lease is subject and subordinate to the lien of any deed of trust, mortgage or mortgages now placed upon Landlord's interest in the Real Estate. In the e vent the holder thereof so desires, Tenant shall execute any document necessary to subordinate the lien of such deed of trust, mortgage or mortgages to this Lease and this Lease shall thereafter be superior to such lien, until such time as the Landlord shall request Tenant to subordinate the Lease thereto.

(b) Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any deed of trust, mortgage or mortgages hereafter placed upon Landlord's interest in the Leased Premises; provided, however, that no default by Landlord, under any deed of trust, mortgage or mortgages, shall affect Tenant's rights under this Lease, so long as Tenant performs the obligations imposed upon it hereunder and is not in default hereunder, and Tenant attorns to the holder of such deed of trust or mortgage, its assignee or the purchaser at any foreclosure sale. Tenant shall execute any instrument presented to Tenant for the purpose of effecting such subordination. If Tenant, within ten (10) days after submission of such instrument, fails to execute same, Landlord is hereby authorized to execute same as attorney- in-fact for Tenant. It is a condition, however, to the subordination and lien provisions herein provided, that Landlord shall procure from any such mortgagee an agreement in writing, which shall be delivered to Tenant or contained in the aforesaid subordination agreement, providing in substance that so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease and is not in default under the terms hereof, its tenancy will not be disturbed nor this Lease affected by any default under such mortgage.

(c) Wherever notice is required to be given to Landlord pursuant to the terms of this Lease, Tenant will likewise give such notice to any mortgagee of Landlord's interest in the Leased Premises upon notice of such mortgagee's name and address from Landlord. Furthermore, such mortgagee shall have the same rights to cure any default on the part of Landlord that Landlord would have had.

(d) Landlord shall exercise commercially reasonable efforts to obtain for Tenant a commercially reasonable subordination, non-disturbance and attornment agreement from Landlord's lender with respect to the Leased Premises. If Landlord is unable to obtain such a subordination, non-disturbance and attornment agreement, Landlord shall indemnify Tenant if Tenant shall be dispossessed of its leasehold interest in the Leased Premises by Landlord's lender.

XVII.SURRENDER

17.01 Surrender.

Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises, together with all improvements thereon, to Landlord, in good condition and repair, reasonable wear and tear and loss by fire or other casualty excepted; conditions existing because of Tenant's failure to perform maintenance, repairs or replacements as required herein, or because of Tenant's particular use of the Leased Premises (even if permitted pursuant to Section 1.05(a) hereof), or because of Tenant's failure to have in force a maintenance contract as required by Section 9.02(b) hereof, shall not be deemed "reasonable wear and tear." Tenant shall deliver to Agent all keys to all doors therein. As used herein, the term "improvements" shall include, without limitation, all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment, and all Alterations (as said term is defined in Section 9.03 hereof) whether or not permitted under said Section 9.03. All alterations, including the Alterations, improvements and additions, temporary or permanent, made in or upon the Leased Premises by Tenant, or made by Landlord on Tenant's behalf, shall become Landlord's property immediately upon installation thereof and shall remain upon the Leased Premises on any such termination without compensation, allowance or credit to Tenant. Said right shall be exercised by Landlord giving written notice thereof to Tenant on or before ten (10) days after any such termination. IfLandlord requires removal of any alterations and Tenant does not make such removal in accordance with this

Section at the time of such termination, or within thirty (30) days after such request, whichever is later, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof or, at its election, deliver the same to any other place of business of Tenant or warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing to Landlord on demand.

17.2 Removal of Tenant's Property.

Upon the termination of this Lease by lapse of time, Tenant shall remove Tenant's articles of personal property incident to Tenant's business ("Trade Fixtures"); provided, however, that Tenant shall repair any damage to the Leased Premises which may result from such removal, and shall restore the Leased Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Trade Fixtures from the Leased Premises prior to the expiration or earlier termination of the Lease Term, Landlord, may, at its option, remove the same (and repair any damage occasioned thereby) and dispose thereof or deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, repair, delivery and warehousing to Landlord on demand, or Landlord may treat such Trade Fixtures as having been conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

17.3 Holding Over.

Tenant shall have no right to occupy the Leased Premises or any portion thereof after the expiration of the Lease or after termination of the Lease or of Tenant's right to possession pursuant to Section 19.02 hereof. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Leased Premises, and for damages. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Leased Premises after the expiration of the Lease or after termination of the Lease or Tenant's right to possession, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of rent and other charges payable by Tenant hereunder immediately prior to the expiration or other termination of the Lease or of Tenant's right to possession. The acceptance by Landlord of any lesser sum shall be construed as a payment on account and not in satisfaction of damages for such holding over. If the holding over occurs at the expiration of the Lease term, or by reason of a termination by mutual agreement of the parties, Landlord may, as an alternative remedy, elect that such holding over shall constitute a renewal of this Lease for one (1) year at a rental equal to one hundred twenty-five percent (125%) of the rate of rent payable hereunder immediately prior to the expiration of the Lease, and upon all of the other covenants and agreements contained in this Lease.

XVIII. ENVIRONMENTAL CONDITIONS

18.1 "Environmental Condition" Defined.

As used in this Lease, the phrase "Environmental Condition" shall mean: (a) any adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light and odors, or (b) any condition which may result in a claim of liability under the Comprehensive Environment Response Compensation and Liability Act, as amended ("CERCLA"), or the Resource Conservation and Recovery Act ("RCRA"), or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act ("TOSCA"), or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the state in which the Leased Premises are located, or any political subdivision thereof, relating to such matters (collectively "Environmental Laws").

18.2 Compliance by Tenant.

Tenant shall, at all times during the Lease term, comply with all Environmental Laws applicable to the Leased Premises and shall not, in the use and occupancy of the Leased Premises, cause or contribute to, or permit or suffer any other party to cause or contribute to any Environmental Condition on or about the Leased Premises. Tenant shall not, however, be responsible for environmental conditions existing prior to Tenant's possession of the Leased Premises except for Tenant's acts or omissions that worsen, in any way, said conditions. Without limiting the generality of the foregoing, Tenant shall not, without the prior written consent of Landlord, receive, keep, maintain or use on or about Leased Premises any substance as to which a filing with a local emergency planning committee, the State Emergency Response Commission or the fire department having jurisdiction over the Leased Premises is required pursuant to §311 and/or §312 of the Comprehensive Environmental Response, Compensation or Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA") (which latter Act includes the Emergency Planning and Community Right-To-Know

Act of 1986); in the event Tenant makes a filing pursuant to SARA or maintains substances as to which a filing would be required, Tenant shall simultaneously deliver copies thereof to Agent, or notify Agent in writing of the presence of those substances.

18.3 Environmental Indemnity.

Tenant shall protect, indemnify and save harmless Landlord, Agent and all of their respective members, directors, officers, employees and agents from and against all liabilities, obligations, claims damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) of whatever kind or nature, contingent or otherwise, known or unknown, incurred or imposed, based upon any Environmental Laws or resulting from any Environmental Condition on or about the Leased Premises which occurs due to the acts or omissions of Tenant or the Permitted Parties of Tenant or is contributed to by Tenant. In case any action, suit or proceeding is brought against any of the parties indemnified herein by reason of any occurrence described in this Section 18.03, Tenant will, at Tenant's expense, by counsel approved by Landlord, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended. The obligations of Tenant under this Section 18.03 shall survive the expiration or earlier termination of this Lease, and Tenant shall, notwithstanding a termination of this Lease, continue to pay rent for the Leased Premises in the same amount paid during the last year of the term hereof until such time as all remediation work required to cure such matter has been completed.

18.4 Testing and Remedial Work.

Landlord may conduct tests and routine audits on or about the Leased Premises for the purpose of determining the presence of any Environmental Condition. If such tests and/or audits indicate the presence of an Environmental Condition on or about the Leased Premises which occurs due to the acts or omissions of Tenant or its Permitted Parties or is contributed to by Tenant or its Permitted Parties, Tenant shall, in addition to its other obligations hereunder, reimburse Landlord for the cost of conducting such tests. Without limiting Tenant's liability under Section 18.03 hereof, in the event of any such Environmental Condition, Tenant shall promptly and at its sole cost and expense, take any and all steps necessary to remedy the same, complying with all provisions of applicable law and with Section 9.03(b) hereof. If Tenant fails to promptly remedy same, then Tenant shall deposit with Landlord an amount sufficient to cause the remediation of same, based upon Landlord's reasonable estimate of the cost thereof, and upon completion of such work by Landlord, Tenant shall pay to Landlord any shortfall promptly after Landlord bills Tenant therefor, or Landlord shall promptly refund to Tenant any excess deposit, as the case may be. Additionally, pursuant to a deed filed for record on October 17, 1997 as Instrument Number 199710170122033, Recorder's Office, Franklin County, Ohio ("Deed"), it is the obligation of the United States of America to undertake certain environmental remediation on the Real Estate, which obligation may interfere with Tenant's use of the Leased Premises. Tenant agrees to make no claim against the United States of America as a result of such interference so long as such remediation is in accordance with the terms of the Deed.

XIX. REMEDIES

19.1 Defaults.

Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

(a) Tenant shall be adjudged an involuntary bankrupt, or a decree or rider approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof; or

(b) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant to or purporting to be pursuant to the Federal bankruptcy laws as now or hereafter amended, or Tenant shall institute any proceeding or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

(c) Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

(d) The Leased Premises are levied upon by any revenue officer or similar officer; or

(e) A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof; or

(f) Tenant shall vacate the Leased Premises during the term hereof; or

(g) Tenant shall fail to timely pay any installment of Rent or any other payment required to be made by Tenant hereunder when due as herein provided (all of which other payments shall be deemed "additional rent" payable hereunder) provided, however, that Landlord shall give Tenant notice thereof in writing and five (5) days to cure any such failure to pay the first two (2) times in any twelve (12) consecutive calendar month period before such failure constitutes an event of default hereunder. Thereafter, no such written notice shall be required during the remainder of such twelve (12) consecutive calendar month period; or

(h) Tenant shall fail to contest the validity of any lien or claimed lien and give security to Landlord to assume payment thereof, or, having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for ten (10) days after notice thereof in writing to Tenant; or

(i) Tenant shall default in keeping, observing or performing any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or

(j) Tenant shall be late in the payment of rent or other charges required to be paid hereunder more than two (2) times in any twelve (12) calendar month period or shall repeatedly default in the keeping, observing or performing of any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of such payment or other defaults shall have been given to Tenant, but whether or not Tenant shall have timely cured any such payment or other defaults of which notice was given); or

(k) Tenant shall default under any agreement with the Columbus Airport Authority, the Federal Aviation Administration, the Ohio Environmental Protection Agency, or with any other governmental entity; or

(l) Tenant shall violate any provision of the Declaration of Restrictions and Easements; or

(l) Tenant shall be in default under any other lease agreement with Landlord or its affiliates; or

(m) Tenant shall be in default in the performance of any other of the terms, covenants, conditions or provisions herein contained, including but not limited to the Rules and Regulations attached hereto as Exhibit D,

19.2 Remedies.

Upon the occurrence of any one or more of such events of default, Landlord may at its election terminate this Lease or terminate Tenant's right to possession only, ("by self-help" or other) without terminating the Lease. Upon termination of the Lease, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Leased Premises immediately, and deliver possession thereof to Landlord, and hereby grants to Landlord the full and free right, without demand or notice of any kind to Tenant except as hereinabove expressly provided for, to enter into and upon the Leased Premises in such event with or without process of Law and to repossess the Leased Premises by force, self-help or otherwise without process of law as Landlord's former estate and to expel or remove Tenant and any other who may be occupying or within the Leased Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damages resulting therefrom and without relinquishing Landlord's rights to rent or any other right given to Landlord hereunder or by operation of law. Upon termination of the Lease, Landlord shall be entitled to recover as damages all rent and other sums due and payable by Tenant on the date of termination, plus (a) an amount equal to the value of the rent and other sums provided herein to be paid by Tenant for the residue of the stated term hereof, less the fair rental value of the Leased Premises for the residue of the stated term (taking into account the time and expenses necessary to obtain a replacement tenant or tenants, including expenses hereinafter described relating to recovery of the Leased Premises, preparation for reletting and for reletting itself), and (b) the cost of performing any other covenants to be performed by Tenant. If Landlord elects to terminate Tenant's right to possession only without terminating the Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as hereinabove provided, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from Tenant's obligations to pay the rent hereunder for the full term or from any other of its obligations under this Lease. Landlord may relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease term, and the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). For the purpose of such reletting, Landlord may decorate or make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand damages equal to the amount of the rent, and other sums provided herein to be paid by Tenant for the remainder of the Lease term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions), to satisfy the rent and other charges herein provided to be paid for the remainder of the Lease term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord shall have no obligation to use reasonable efforts to mitigate its damages arising out of Tenant's default. IfTenant shall default under Section 19.0l(i) and if such default cannot with due diligence be cured within said period of thirty (30) days after notice in writing shall have been given to Tenant, and if Tenant promptly commences to eliminate such default, and vigorously pursues such cure to completion thereafter, then Landlord shall not have the right to declare said term ended by reason of such default or to repossess without terminating the Lease so long as Tenant is proceeding diligently and with reasonable dispatch to take all steps and do all work required to cure such default, and does so cure such default, provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Landlord to declare the said term ended or to repossess without terminating the Lease, and to enforce all of its rights and remedies hereunder for any other default not timely cured.

19.3 Remedies Cumulative.

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same 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, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

19.4 No Waiver.

No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power to be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of rent or other charges hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in the absence of agreement in writing to the contrary to Landlord, be deemed to restore this Lease or Tenant's right to possession hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to Landlord.

XX. INTENTIONALLY DELETED

XXI. MISCELLANEOUS

21.1 Expansion Notice and Expansion Leased Premises.

At any time during the Term, Landlord may give written notice (the "Expansion Notice") to Tenant that the Leased Premises shall be expanded to nine thousand five hundred seventy four (9,574) square feet (the "Expansion Leased Premises"). The Expansion Notice shall include (i) the location of the Expansion Leased Premises (or an explanation of how the Leased Premise will be enlarged to create the Expansion Leased Premises), (ii) the date that the Expansion Leased Premises will be ready for Tenant's occupancy, (iii) the effective date of the Expansion Leased Premises, (iv) the term of Tenant's tenancy in the Expansion Leased Premises, and (v) other terms and conditions delineated by Landlord. Except as stated in this Section 21.1, all terms and conditions of this Lease shall apply to the Expansion Leased Premises.

Rent for the Expansion Leased Premises shall be as follows:

Rent per square foot	Annual Rent	Monthly Rent
$20.00	$191,480.00	$15,956.67

21.2 Tenant's Statement.

Tenant shall furnish to Landlord, within ten (10) days after written request therefor from Landlord, but no more than one (1) time per calendar year, a copy of the then most recent audited and certified financial statement of Tenant. It is mutually agreed that Landlord may deliver a copy of such statements to any mortgagee or prospective mortgagee of Landlord, or any prospective purchaser of the Real Estate, but otherwise Landlord shall treat such statements and information contained therein as confidential.

21.3 Estoppel Certificates.

Landlord and Tenant shall, at any time and from time to time upon not less than ten (10) days' prior written request from the other, execute, acknowledge and deliver to the requesting party, in form reasonably satisfactory to the requesting party, a written statement certifying (if true) that Tenant has accepted the Leased Premises, 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), that the other party is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, whether Tenant has any rights of setoff or self-help under this Lease, and such other accurate certifications as may reasonably be required by the requesting party or its mortgagee, agreeing to give copies to any mortgagee of all notices required under this Lease and agreeing to afford the requesting party's mortgagee a reasonable opportunity to cure any default. Any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee of the Leased Premises or Real Estate and their respective successors and assigns.

21.4 Landlord's Right to Cure.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be so much additional rent due on the next rent date after such payment together with interest (except in the case of said attorneys' fees) at the highest rate then payable by Tenant in the State of Ohio, or, in the absence of such a maximum rate, at a rate per annum equal to four percent (4%) in excess of the announced base rate of interest of PNC Bank of Columbus, Columbus, Ohio in effect on the date of such advance, from the date of the advance to the date of repayment by Tenant to Landlord.

21.5 Amendments Must Be in Writing.

This document contains the entire agreement between the parties hereto with respect to the subject matter hereof. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed and delivered by both parties hereto.

21.6 Notices.

Whenever under this Lease provisions are made for notice of any kind to Landlord, it shall be deemed sufficient notice and sufficient service thereof if such notice to Landlord is in writing, addressed to Landlord at 4300 East 5th Avenue, Columbus, Ohio 43219, or at such address as Landlord may notify Tenant in writing, and deposited in the United States mail by certified mail, return receipt requested, with postage prepaid or Federal Express, Express Mail or such other expedited mail service as normally results in overnight delivery, with a copy of same sent in like manner to Vice President, Real Estate, 4300 East 5th Avenue, Columbus, Ohio 43219. Notice to Tenant shall be sent in like manner to the address designated in the first paragraph of this Lease. All notices shall be effective upon receipt, refusal of receipt or when the same is returned as undeliverable. Either party may change the place for service of notice by notice to the other party.

21.7 Short Form Lease.

This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Short Form Lease for recording, containing the names of the parties, the legal description and the term of the Lease.

21.8 Time of Essence.

Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

21.9 Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture, by the parties hereto, it being understood and agreed that no provision contained in this Lease or any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

21.10 Captions.

The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

21.11 Severability.

If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

21.12 Law Applicable.

This Lease shall be construed and enforced in accordance with the laws of the state where the Leased Premises are located.

21.13 Covenants Binding on Successors.

All of the covenants, agreements, conditions, and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

21.14 Brokerage.

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease. Tenant covenants to pay, hold harmless, indemnify and defend Landlord from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof as a result of any dealings with Tenant.

21.15 Landlord Means Owner.

The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Real Estate, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease shall be paid to Tenant.

21.16 Lender's Requirements.

If any mortgagee or committed financier of Landlord should require, as a condition precedent to the closing of any loan or the disbursal of any money under any loan, that this Lease be amended or supplemented in any manner (other than in the description of the Leased Premises, the term, the purpose or the rent or other changes hereunder, or in any other regard as will substantially or materially affect the rights of Tenant under this Lease), Landlord shall give written notice thereof to Tenant, which notice shall be accompanied by a Lease Supplement Agreement embodying such amendments and supplements. Tenant shall, within ten (10) days after the effective date of Landlord's notice, either consent to such amendments and supplements (which consent shall not be unreasonably withheld) and execute the tendered Lease Supplement Agreement, or deliver to Landlord a written statement of its reason or reasons for refusing to so consent and execute. Failure of Tenant to respond within said ten (10) day period shall be a default under this Lease without further notice. If Landlord and Tenant are then unable to agree on a Lease Supplement Agreement satisfactory to each of them and to the lender within thirty (30) days after delivery of Tenant's written statement, Landlord shall have the right to terminate this Lease within sixty (60) days after the end of said thirty (30) day period.

21.17 Signs.

Tenant shall install no exterior sign without Landlord's prior written approval (in Landlord's sole and absolute discretion) of detailed plans and specifications therefor. Tenant shall comply with any sign criteria established by Landlord.

21.18 Parking Areas.

It is understood by and between the parties hereto that parking on the Real Estate is allocated to the tenants thereof on an unreserved basis, and Tenant, its employees and invitees may use not more than Tenant's pro rata share thereof. Landlord shall have no obligation to Tenant to enforce parking limitations imposed on other tenants on the Real Estate. If Tenant uses parking in excess of that provided for herein, and if such excess use occurs on a regular basis, and if Tenant fails, after written notice from Landlord, to reduce its excess use of parking area, then such excess use shall constitute a default under this Lease. Parking areas are for operational State of Ohio licensed vehicles only and not for storage or repair of vehicles and/or equipment.

21.19 Force Majeure.

Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Lease on Landlord's part to be performed, if Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of G-d, acts caused directly by Tenant or Tenant's agents, employees and invitees, or any other cause beyond the reasonable control of Landlord.

21.20 Landlord's Expenses.

Tenant agrees to pay on demand Landlord's expenses, including reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly in enforcing any obligation of Tenant under this Lease, in curing any default by Tenant as provided in Section 19.02 hereof or in connection with appearing, defending or otherwise participating in any action or proceeding arising from the filing, imposition, contesting, discharging or satisfaction of any lien or claim for lien, in defending or otherwise participating in any legal proceedings initiated by or on behalf of Tenant wherein Landlord is not adjudicated to be in default under this Lease, or in connection with any investigation or review of any conditions or documents in the event Tenant requests Landlord's agreement, approval or consent to any action of Tenant which may be desired by Tenant or required of Tenant hereunder.

21.21 Execution of Lease by Landlord.

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Leased Premises and this document shall become effective and binding only upon the execution and delivery hereof by Landlord and by Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein.

21.22 Tenant's Authorization.

If Tenant is a corporation, partnership, association or any other entity, Tenant shall furnish to Landlord, within ten (10) days after written request therefor from Landlord, certified resolutions of Tenant's directors or other governing person or body authorizing execution and delivery of this Lease and performance by Tenant of its obligations hereunder, and evidencing that the person who physically executed the Lease on behalf of Tenant was duly authorized to do so.

21.23 Exculpatory Clause.

It is expressly understood and agreed that nothing in this Lease contained shall be construed as creating any personal liability whatsoever of Landlord's members, officers, directors, shareholders or partners, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of Landlord's members, officers, directors, shareholders or partners, and that all personal liability of Landlord's members, officers, directors, shareholders or partners of every sort, if any, is hereby expressly waived by Tenant, to the extent permitted by law, and by every person now or hereafter claiming any right or security hereunder; and that so far as the parties hereto are concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to Landlord for the payment thereof.

If the Tenant obtains a money judgment against Landlord, any of its officers, directors, shareholders, partners, or their successors or assigns under any provisions of or with respect to this Lease or on account of any matter, condition or circumstance arising out of the relationship of the parties under this Lease, Tenant's occupancy of the building or Landlord's ownership of the Leased Premises, Tenant shall be entitled to have execution upon any such final, unappealable judgment only upon Landlord's assets, and not out of any other assets of Landlord's members, officers, directors, shareholders or partners, or their successor or assigns; and Landlord shall be entitled to have any such judgment so qualified as to constitute a lien only on Landlord's assets.

21.24 Landlord's Lien.

In the event of default, Landlord shall have a lien for the performance of any and all obligations of Tenant upon Tenant's fixtures, equipment, machinery, goods, wares, merchandise and other personal property of Tenant located in the Leased Premises.

21.25 Airport Access.

Tenant acknowledges that it shall have no right of access to Port Columbus International Airport by virtue of this Lease. Any such access shall be pursuant to the terms of a separate agreement between Tenant and the Columbus Regional Airport Authority. In the event Tenant enters into such an agreement with the Columbus Regional Airport Authority, Tenant agrees to abide by all of the terms and conditions thereof, and Tenant shall indemnify Landlord in the event of any liability to Landlord on account of Tenant's non-compliance therewith. In connection with any such access rights granted to Tenant by Columbus Regional Airport Authority, Tenant acknowledges that it shall cooperate in all reasonable respects with Columbus Regional Airport Authority to enable said Columbus Regional Airport Authority to ascertain the annual rent paid by Tenant to Landlord hereunder and to ascertain Tenant's annual gross receipts from the Leased Premises.

21.26 Refuse Removal.

Tenant agrees to remove all refuse from the Premises in a timely, clean and sanitary manner. Tenant shall provide a refuse collection container, the exact location of which shall be subject to Landlord's prior approval. To accommodate Tenant's refuse, Tenant shall contract with a licensed/insured refuse collection contractor to timely remove refuse therefrom. Tenant shall routinely clean up around the container.

21.27 Tenant's Right to Terminate.

Tenant shall have the right to terminate this Lease during the Term (the "Termination Right") by providing Landlord written notice ninety (90) days prior to the date of termination. In the event that Tenant exercises the Termination Right, this Lease shall end on the 90th day after the Termination Right is given to Landlord and Tenant shall pay obligations to Landlord under this Lease until such date.

[signatures appear on following page]

____IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LANDLORD:	TENANT:
4300 VENTURE 34910 LLC,	Schottenstein Arviv US LLC,
a Delaware limited liability company	a Delaware limited liability company
By: [signature]	By: [signature]
Print Name: Benton E. Kraner	Print Name: Peter Horvath
Its: President	Its: CEO

STATE OF OHIO :
: SS:
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 10 day of July, 2018, by Benton E Kraner, the President of 4300 VENTURE 34910 LLC, a Delaware limited liability company, on behalf of the company.

[SEAL]

KELLY MONTELLO
Notary Public, State of Ohio
My Commission Expires 10-10-2018

K Montello
Notary Public

My Commission Expires: 10-10-18

STATE OF OHIO :
: SS:
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Peter Horvath, the CEO of Schottenstein Arviv US LLC, a Delaware limited liability company, on behalf of the company.

[SEAL]

Pamula A Lillie
Notary Public

PAMULA A. LILLIE
Notary Public, State of Ohio
My Commission Expires 04-03-2022

My Commission Expires: ________

Exhibit A

EXHIBIT A
LEGAL DESCRIPTION OF
THE REAL ESTATE

LEGAL DESCRIPTION OF
179.966 ACRES
UNITED STATES OF AMERICA
EAST FIFTH AVENUE

Situate in the State of Ohio, County of Franklin, City of Columbus, lying in Quarter Township 4, Township 1, Range 17, United States Military Lands, and being part of the 87.93 acre tract conveyed as Tract No. 100-1 to the United States of America by deed of record in O.R. 07414 C07, all of the 42.294 and part of the 65.096 acre tracts conveyed as Parcel No. 1 and Parcel No. 2, respectively, to the United States of America (Department of the Navy) by deed of record in Deed Book 1610, Page 289, part of the 2.001 acre tract conveyed to the United States of America (Department of the Navy) by deed of record in Deed Book 1753, Page 162, and part of the 62.068 acre tract conveyed to the United States of America by deed of record in Deed Book 1733, Page 399, and part of the original 230 acre tract conveyed to the United States of America as described in the "JUDGEMENT ON DECLARATION OF TAKING" document Civil No. 5426, filed of record in Deed Book 2140, Page 381, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for reference at a point in the centerline intersection of East Fifth Avenue (100 feet in width) and North Yearling Road (80 feet in width);

Thence S 86° 13' 27" E, a distance of 620.11 feet, along said centerline of East Fifth Avenue, to a point in the southerly extension of the line common to said 87.93 acre tract and Port Columbus International Airport;

Thence N 04° 58' 23" E, a distance of 50.01 feet, along said southerly extension, to an iron pin set in the northerly right-of-way line of said East Fifth Avenue, at the southeasterly corner of said 87.93 acre tract. Said iron pin being located S 04° 58' 23" W, a distance of 3.50 feet from a concrete monument found, and the POINT OF TRUE BEGINNING of the herein-described tract;

Thence the following three (3) courses and distances along said northerly right-of-way line of East Fifth Avenue and the southerly lines of said 87.93 acre tract:

1. Thence N 86° 13' 27" W, a distance of 841.35 feet, to a railroad spike set at the point of curvature of a curve to the left;

2. Thence southwesterly along arc of said curve having a radius of 3,869.72 feet, a central angle of 19° 59' 37", and a chord bearing S 83° 46' 45" W, a chord distance of 1343.51 feet, to an iron pin set at the point of tangency;

3. Thence S 73° 46' 56" W, a distance of 174.10 feet, to a point at a common corner of said 87.93 acre tract and a tract of land conveyed to Caprail 1, Inc., by deed of record in O.R. 19183 E09;

Thence the following four (4) courses and distances along the lines common to said 87.93 and Caprail 1, Inc., tracts:

1. Thence N 03° 55' 48" E, a distance of 125.36 feet, to an iron pin set;

2. Thence N 39° 28' 11" E, a distance of 247.48 feet, to a railroad spike set;

3. Thence N 85° 02' 15" W, a distance of 143.29 feet, to an iron pin set;

4. Thence N 04° 37' 03" E, a distance of 93.36 feet, to an iron pin set at the common corner of said 87.93, Caprail I, Inc., and aforesaid 65.096 acre tracts;

Thence S 21° 42' 35" W, a distance of 155.60 feet, along the line common to said Caprail I, Inc., and 65.096 acre tracts, to an iron pin set at the common corner of said Caprail I, Inc., 65.096, and aforesaid 42.294 acre tracts;

Thence the following three (3) courses and distances along the lines common to said Caprail I, Inc. and 42.294 acre tracts:

1. Thence S 47° 35' 09" W, a distance of 500.08 feet, to an iron pin set in a curve concaving to the northwest;

2. Thence westerly along arc of said curve having a radius of 7539.49 feet, a central angle of 8° 21' 34", and a chord bearing S 79° 22' 09" W, a chord distance of 1,099.03 feet, to an iron pin set at the point of tangency;

3. Thence S 83° 32' 56" W, a distance of 886.59 feet, along a line 100.00 feet northerly of, as measured by right angles, said centerline of East Fifth Avenue, to an iron pin found at the common corner of said 42.294 acre tract and the 0.336 acre tract conveyed as Parcel I to Jesse and Elizabeth A. Persinger, by deed of record in O.R. 04250 G17;

Thence N 04° 32' 40" E, a distance of 1346.57 feet, along the westerly line of said 42.294 acre tract and the easterly lines of said 0.336 acre tract, the 1.285 acre tract conveyed to Columbus Aircraft Components, Inc., by deed of record in O.R. 24226 H13, the 0.598 acre tract conveyed to Steelmasters of Columbus, Inc., by deed of record in O.R. 03054 J04, the 1.924 acre tract conveyed to Rich-Lar Company by deed of record in O.R. 14442 F11, and the 2.353 acre tract conveyed to Modern Builders Supply, Inc., by deed of record in O.R. 21382 B11, passing a concrete monument found at a distance of 1306.62 feet, to a railroad spike set in the centerline of James Road (60 feet in width), and a southerly line of aforesaid 62.068 acre tract, at the common corner of said 42.294 and 2.353 acre tracts;

Thence S 53° 12' 32" W, a distance of 1431.52 feet, along said centerline of James Road, said Southerly line of the 62.068 acre tract, and the northerly lines of said 2.353 acre tract, the 1.716 acre tract conveyed as Parcel I, to Modern Builders Supply, Inc. by deed of record in O.R. 08747 C15, the original 5.205 acre tract conveyed to Modern Builders Supply, Inc. by deed of record in O.R. 31464 I01, the 0.610 acre tract conveyed to Modern Builders Supply, Inc. by deed of record in O.R. 03585 F09, the 1.5187 acre tract conveyed to Hiram Richardson, by deed of record in O.R. 12535 D19, and the 0.884 and 0.589 acre tracts conveyed as Parcel I and Parcel II, respectively, to George K. Hilles, Jr., by deed of record in O.R. 30152 D15, passing a railroad spike found on line at a distance of 688.25 feet, to a railroad spike found at the common corner of said 62.068 acre tract and the 10.112 acre tract conveyed to Abraham and Renia Schwartz by deed of record in O.R. 03273 A19;

Thence N 04° 38' 56" E, a distance of 1038.76 feet, along the westerly line of said 62.068 acre tract and the easterly line of said 10.112 acre tract, to an iron pin found at the common corner of said 10.112 acre tract and aforesaid original 230 acre tract;

Thence N 86° 25' 34" W, a distance of 723.97 feet, along a southerly line of said original 230 acre tract, and the northerly lines of said 10.112 and the 36.0926 acre tract conveyed to Beverage Management, Inc. by deed of record in O.R. 32545 C20, to an iron pin set at a common corner of said original 230 and 36.0926 acre tracts. Said iron pin being located S 86° 25' 34" E, a distance of 6.95 feet from an iron pin found;

Thence N 02° 41' 14" E, a distance of 258.92 feet, along a line common to said original 230 and 36.0926 acre tracts, to an iron pin set in the southerly line of the 51.39 acre tract conveyed as Parcel B, to the City of Columbus by deed of record in O.R. 06730 B15, at a common corner to said original 230 and 36.0926 acre tracts. Said iron pin being located S 85° 47' 40" E, a distance of 7.34 feet from an iron pin found in the line common to said 36.0926 and 51.39 acre tracts;

Thence S 86° 23' 16" E, a distance of 733.28 feet, along the southerly line of said 51.39 acre tract, to an iron pin found in said westerly line of the 62.068 acre tract, at the southeasterly corner of said 51.30 acre tract;

Thence N 04° 44' 59" E, a distance of 238.71 feet, along said westerly line of the 62.068 acre tract, and the easterly line of said 51.39 acre tract, to an iron pin set;

Thence S 85° 32' 02" E, a distance 5724.24 feet, along a line 1400.00 feet southerly of, as measured by right angles, the Port Columbus International Airport East-West Runway 10R-28L, and across said 62.068, aforesaid 2.001, said 65.096, and said 87.93 acre tracts, to an iron pin set in the aforesaid line common to the 87.93 acre tract and Port Columbus International Airport;

Thence S 04° 58' 23" W, a distance of 1072.63 feet, along said line common to the 87.93 acre tract and Port Columbus International Airport, passing aforesaid concrete monument found at a distance of 1069.13 feet, to the POINT OF TRUE BEGINNING. Containing 179.966 acres more or less, of which 0.977 acres more or less, lies within the existing right-of-way of James Road, and being subject to all easements, and restrictions and rights-of-way of record.

The bearings in the above description were based on the bearing of S 85° 33' 07" E for the centerline of International Gateway (Airport Road) as shown on the State of Ohio Department of Transportation Right-of-Way Plans FRA-670-3.93-AA.

STATE OF OHIO
J. TODD
KENWOOD
7660
REGISTERED
PROFESSIONAL SURVEYOR

R. D. ZANDE & ASSOCIATES, INC.

J. Todd Kenwood

Registered Surveyor No. 7660

JTK/W41370-0.001
September 30, 1996

Exhibit B

[Insert Site Plan]

Exhibit C

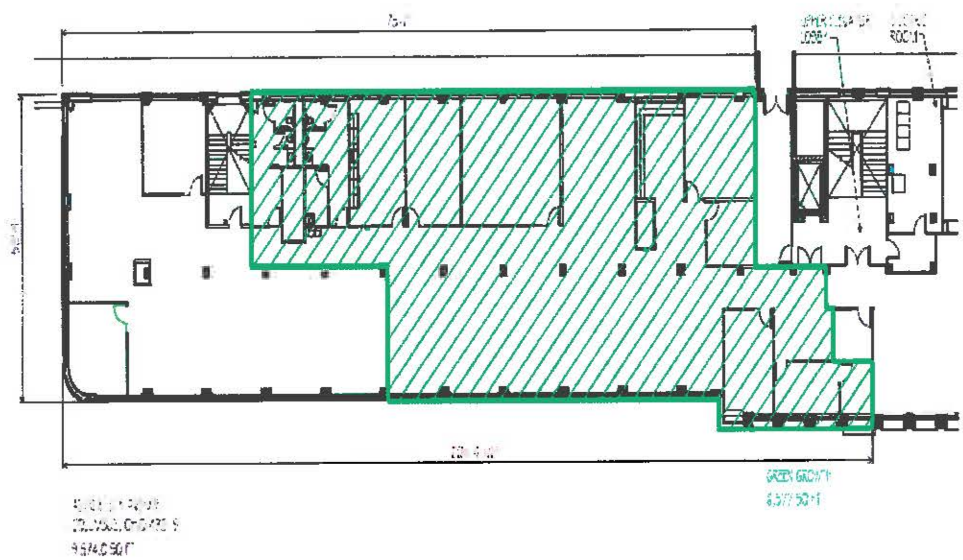

Exhibit D

RULES AND REGULATIONS

Tenant agrees to abide by the following rules and regulations. Any expense incurred by the Landlord or its management company as a result of violation of these rules will be assessed against the Tenant and shall constitute default by Tenant. Tenant shall promptly notify the management of any needed repairs to the Leased Premises.

(A) The tenant shall comply with all the rules and regulations of the Board of Fire Underwriters, officers or boards of the city, county or state having jurisdiction over the Leased Premises, and with all ordinances and regulations of governmental authorities wherein the Leased Premises are located, at Tenant's sole cost and expense, relating to the Tenant's use and/or occupancy of the Leased Premises.

(B) Tenant shall keep the Premises lighted during all hours that the Real Estate is open for business.

(C) Tenant's operating hours shall not extend beyond the required hours of operation prescribed in the attached lease without prior written consent of Landlord.

(D) Blinds and drapes are not permitted without the prior written approval of Landlord.

(E) Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord all keys to the Leased Premises.

(F) Tenant and its employees shall park in the rear or other designated employee parking area of the Real Estate.

(G) No antennas will be installed on the exterior of the Real Estate by the Tenant or their agents without the prior written approval of the Landlord. If such antennas are installed without such approval, they shall be removed by Landlord at the Tenant's expense.

(H) The sidewalks, entrances and other Common Areas of the Real Estate shall not be obstructed or used for any purpose other than ingress and egress. Sidewalk displays and sales are prohibited without prior written approval of Landlord.

(I) Tenant shall not enter any normally locked space. High voltages and delicate machinery are present in these spaces. The roof of the building is considered a locked space and entrance to it is not permitted.

(J) Delivery and/or trade vehicles should be parked in the rear driveway and rear parking areas only when loading or unloading. Any residue deposited on any parking or loading area by a vehicle will be the responsibility of the Tenant, and the Tenant will immediately clean the area.

(K) Tenant may not place signs of any type on the Leased Premises or its entrance, the common areas or the building and/or parking and loading areas except as permitted within the attached Lease or as approved in writing by Landlord.

(L) Tenant shall keep the Leased Premises at a temperature sufficient to prevent freezing of water in pipes and fixtures.

(M) Tenant shall not store, maintain or otherwise keep hazardous or combustible liquids or fluids on the property (including the Leased Premises, building or grounds).

(N) Tenant shall handle all deliveries and refuse though the rear entrance of the Real Estate.

(O) The consumption or service of alcoholic beverages on the Leased Premises is expressly prohibited except in connection with a restaurant operation possessing an on-premises alcoholic beverage license.

(P) Tenant agrees to police the building's exterior common areas with respect to any litter resulting from Tenant's business operations.

(Q) Tenant will not conduct any activity within the Leased Premises which will create excessive traffic or noise in the building or Real Estate or burden the parking lot.

(R) Canvassing, soliciting and peddling in the Real Estate are prohibited.

(S) Should you require the Property Management Department's assistance, their normal office hours arc 8:30 a.m. until 5:00 p.m., Monday through Friday except legal holidays. In the event emergency assistance is required outside these hours, please call (614) 445-8461.

The Landlord reserves the right to make changes in these rules from time to time.

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST

Proceeding commenced at Toronto

AFFIDAVIT OF GUNEEV BHINDER
(Sworn May 31, 2020)

McMillan LLP
Brookfield Place
181 Bay St, Suite 4400
Toronto ON M5J 2T3

Wael Rostom LS#: 43165S
Tel: 416-865-7790
Fax: (416) 865-7048

Stephen Brown-Okruhlik LS#: 66576P
Tel: 416-865-7043

Lawyers for the Respondent All Js Greenspace LLC, a Debenture Holder, the DIP Lender and a Credit Bid Party

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ONTARIO
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(COMMERCIAL LIST)

RESPONDING MOTION RECORD OF THE RESPONDENTS
(returnable June 1, 2020)

McMillan LLP
Brookfield Place
181 Bay St, Suite 4400
Toronto ON M5J 2T3

Wael Rostom   LS#: 43165S
Tel: 416-865-7790
Fax: (416) 865-7048

Stephen Brown-Okruhlik   LS#: 66576P
Tel: 416-865-7043

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