**EXECUTION VERSION**

# SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**"), is made as of the 3rd day of June, 2019 (the "**Effective Date**") by and among the following (each, a "**Party**", and collectively, the "**Parties**"): Spring Oaks Greenhouses, Inc., a Florida corporation (the "**Company**"), the shareholders of the Company set forth in Schedule 1 hereto (each, a "**Seller**," and collectively, the "**Sellers**"), Stanley W. Harris, as the representative of each Seller as more fully described herein ("**Representative**"), GGB Florida LLC, a Delaware limited liability company ("**Purchaser**"), and Green Growth Brands Inc., a Canadian corporation and parent company of Purchaser ("**GGB**").

## RECITALS

**WHEREAS**, prior to the date hereof Purchaser or its Affiliate paid to the Company the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) (the "**Initial Deposit**"), which Initial Deposit shall be non-refundable to Purchaser except as otherwise set forth in this Agreement;

**WHEREAS**, prior to the date hereof Purchaser or its Affiliate paid to the Company the sum of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) (the "**Second Deposit**," together with the Initial Deposit, the "**Deposit**"), which Second Deposit shall be non-refundable to Purchaser except as otherwise set forth in this Agreement; and

**WHEREAS**, pursuant to that certain Settlement Agreement, dated April 16, 2019, by and between the Company and the State of Florida Department of Health, the Company was awarded the sole ownership of a Medical Marijuana Treatment Center license (the "**MMTC License**"), duly issued by the State of Florida Department of Health, Office of Medical Marijuana Use, pursuant to Section 381.986, Florida Statutes, as amended;

**WHEREAS**, on April 29, 2019, the Purchaser posted a performance bond satisfying the performance bond requirements set forth in Section 381.986(8)(b)7.a, Florida Statutes (the "**Performance Bond**");

**WHEREAS**, as of the date of Closing, the Company will have no operations or assets other than the ownership of the MMTC License, which the Company owns free and clear of all Liens;

**WHEREAS**, Sellers owns one hundred percent (100%) of the issued and outstanding shares of capital stock of the Company (the "**Purchased Shares**"), which constitute all of the issued and outstanding equity securities of the Company; and

**WHEREAS**, Purchaser desires to purchase from Sellers the Purchased Shares, and Sellers desire to sell the Purchased Shares to Purchaser, all pursuant to and in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto hereby agree as follows:

1. Purchase and Sale of Purchased Shares.

1.1 Sale. Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase at the Closing, and Sellers agree to sell to Purchaser at the Closing, the Purchased Shares, free and clear of all Liens.

1.2 Closing; Deposit; Purchase Price.

(a) The purchase and sale of the Purchased Shares shall take place remotely via the exchange of documents and signatures, no more than ten (10) days following the satisfaction or waiver of the conditions set forth in Section 4 and Section 5 of this Agreement (other than those conditions that by their terms cannot be satisfied until the Closing), or at such other place and time as the Parties shall mutually agree; *provided, however*, in the event that a Seller has breached any provision of this Agreement, or failed to perform or satisfy any of the conditions set forth in Section 4, then the purchase and sale of the Purchased Shares shall occur on the fifth ($5^{th}$) business day following the cure of such breach, or the performance or satisfaction of such condition by the Seller, unless otherwise mutually agreed by the Parties in writing (which time and place are designated as the "**Closing**" and such date, the "**Closing Date**").

(b) For and in consideration of the sale, transfer and delivery of the Purchased Shares, Purchaser and/or GGB shall, at Closing, (i) pay to Representative, for the benefit of Sellers, the Balance Closing Cash Purchase Price by wire transfer to a bank account or accounts designated by Representative, (ii) subject to Section 1.2(c), issue to Sellers the Consideration Shares in accordance with the allocation set forth in Schedule 1.2(b), and (iii) deliver the Note to Representative. At the Closing, Sellers shall deliver to Purchaser a stock power attached as Exhibit A to this Agreement, duly executed by each Seller (the "**Stock Power**") and, if the Purchased Shares are certificated, a certificate or certificates representing the Purchased Shares.

(c) GGB shall issue the Consideration Shares as directed by Representative at Closing, in accordance with and subject to this Agreement. At or immediately prior to the issuance of any Consideration Shares in accordance with the preceding sentence, each Person receiving Consideration Shares shall execute and deliver an accredited investor statement and Lock-Up Agreement with respect to the Consideration Shares to be issued (it being understood that the issuance of such Consideration Shares is contingent on such execution and delivery of an accredited investor statement and Lock-Up Agreement to GGB).

(d) Subject to the Closing, GGB's obligations under the Note shall be secured by all the assets of the Company in accordance with that certain Security Agreement, substantially in the form attached as Exhibit G to this Agreement (the "**Security Agreement**").

(e) Notwithstanding anything in this Agreement to the contrary, Purchaser or, if applicable, the Company shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Person such amounts as it is required to deduct and withhold from such Person with respect to the making of such payment under the Code and the rules and regulations promulgated thereunder, or any provision of any Law relating to Taxes. To the extent that amounts are so withheld by Purchaser, or, if applicable, the Company, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to

such Person in respect of which such deduction and withholding was made by Purchaser or, if applicable, the Company.

1.3 Definitions; Interpretive Guidelines.

(a) Definitions. In addition to the terms defined elsewhere throughout this Agreement, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

| **Defined Terms** | **Section** |
|---|---|
| 2018 Financial Statement | Section 2.7(a) |
| Agreement | Preamble |
| Applications | Section 6.1 |
| Authorized Action | Section 8.23(c) |
| Background Check | Section 6.2 |
| Cap | Section 7.3(a) |
| Closing | Section 1.2(a) |
| Closing Date | Section 1.2(a) |
| Company | Preamble |
| Copyrights | Section 1.3(a)(xxiv) |
| DD Request List | Section 1.3(a)(xiv) |
| Deposit | Recitals |
| Disclosure Schedule | Section 2 |
| Effective Date | Preamble |
| Exclusive Venues | Section 8.16 |
| Financial Statements | Section 2.7(a) |
| Fundamental Representations | Section 7.2 |
| GGB | Preamble |
| Government Consents | Section 6.1 |
| Hazardous Substance | Section 2.23 |
| Indemnified Party | Section 7.4(c) |
| Indemnifying Party | Section 7.4(c) |
| Initial Deposit | Recitals |
| Intellectual Property Licenses | Section 2.10(b) |
| Inventory | Section 2.15(f) |
| Kick Out Date | Section 8.20(a)(iv) |
| Licenses | Section 2.22(a) |
| Losses | Section 7.4(a) |
| Material Contract | Section 2.12 |
| MMTC License | Recitals |
| Most Recent Balance Sheet | Section 2.7(a) |
| Party(ies) | Preamble |
| Patents | Section 1.3(a)(xxiv) |
| PCBs | Section 2.23 |
| Performance Bond | Recitals |
| Personal Property | Section 2.15(d) |
| Pre-Closing Period | Section 6.4 |

| Defined Terms | Section |
|---|---|
| Purchased Shares | Recitals |
| Purchaser | Preamble |
| Purchaser Indemnitees | Section 7.1(a) |
| Receivables | Section 2.8 |
| Representative | Preamble |
| Risk | Section 8.23(d) |
| Sale Representations | Section 2 |
| Second Deposit | Recitals |
| Security Agreement | Section 1.2(d) |
| Seller | Preamble |
| Seller Indemnities | Section 7.1(b) |
| Stock Power | Section 1.2(b) |
| Terminated Employees | Section 2.18(e) |
| Threshold Amount | Section 7.3(c) |
| Trademarks | Section 1.3(a)(xxiv) |
| Transfer Taxes | Section 7.12 |
| Union | Section 2.18(i) |

(i) "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

(ii) "**Balance Closing Cash Purchase Price**" means the Closing Cash Purchase Price *less* (A) any Indebtedness of the Company, (B) any Change of Control Payments, and (C) Company Transaction Expenses in connection with the Transaction Agreements, to the extent not paid by Seller at or prior to the Closing.

(iii) "**Book and Records**" means all records (in any type of storage medium) in the possession or control of a Person, including, without limitation, customer lists, sales records, records relating to regulatory matters, financial and accounting records and compliance records.

(iv) "**Certificate of Nursery Registration**" means a valid certificate of registration issued by the Department of Agriculture and Consumer Services pursuant to Section 581.131, Florida Statutes.

(v) "**Change of Control Payments**" means any and all bonuses or other obligations or payments arising or payable as a result of or in connection with the transactions contemplated hereby (whether due at or after the Closing, with or without the passage of time or occurrence of other events, or otherwise).

(vi) "**Closing Cash Purchase Price"** means $26,150,000.00, *less* the Deposit.

(vii) "**Code**" means the Internal Revenue Code of 1986, as amended.

(viii) "**Company Intellectual Property**" means, collectively, the Owned Intellectual Property and the Licensed Intellectual Property.

(ix) "**Company Transaction Expenses**" means, collectively, the Transaction Expenses incurred by the Company, Sellers, and their respective Affiliates in connection with the transactions contemplated by the Transaction Agreements.

(x) "**Consent**" means any consent, approval, authorization, clearance, exemption, waiver, or similar affirmation by any Governmental Authority or other Person pursuant to any Contract or applicable Law.

(xi) "**Consideration Shares**" mean the number of GGB Shares to be issued equal to the Share Purchase Price, divided by the closing market price of a GGB Share on the CSE on the trading day prior to the earlier of the date on which GGB (i) disseminates a news release disclosing this Agreement and the issuance of the Consideration Shares or (ii) posts a notice of the proposed issuance of Consideration Shares with the CSE.

(xii) "**Contract**" means any contract, agreement, indenture, note, bond, loan, mortgage, license, instrument, lease, understanding, commitment, or other arrangement or agreement, whether written or oral.

(xiii) "**CSE**" means the Canadian Securities Exchange.

(xiv) "**Due Diligence Confirmation Period**" means the period commencing on April 18, 2019 and terminating at 11:59 pm Eastern Time on the fifteenth ($15^{th}$) day following Sellers' and the Company's good faith acknowledgement the they have provided substantially all responsive due diligence materials requested in that certain Initial Due Diligence Request List provided by Purchaser's representatives to Sellers' representatives on March 29, 2019 (the "**DD Request List**").

(xv) "**Employee Benefit Plan**" means any "employee benefit plan" as defined in Section 3(3) of ERISA (whether or not subject to ERISA) and each other plan, policy, program practice, agreement, understanding or arrangement (whether written or oral) providing compensation or other benefits to any current or former director, officer, employee or consultant (or to any dependent or beneficiary thereof) of the Company or any ERISA Affiliate, which is or has been maintained, sponsored or contributed to by the Company or any ERISA Affiliate, or under which the Company or any ERISA Affiliate has or may have any obligation or liability, whether actual or contingent, including, without limitation, all incentive, bonus, employment, consulting, deferred compensation, severance, change in control, retirement, vacation, holiday, fringe benefit, cafeteria, medical, disability, stock purchase, sick leave, stock option, stock appreciation, phantom stock, restricted stock or other stock-based compensation plans, policies, programs, practices or arrangements.

(xvi) "**Environmental Laws**" means any Law, regulation, or other applicable requirement relating to (a) releases or threatened releases of Hazardous Substance; (b) pollution or protection of employee health or safety, public health or safety, natural resources,

or the environment; or (c) the manufacture, generation, handling, transport, use, treatment, storage, handling, transportation, management, or disposal of, or exposure to, Hazardous Substances.

(xvii) "**ERISA Affiliate**" means any entity (whether or not incorporated) other than the Company or any Seller that is required to be treated along with the Company or any Seller as a single employer under Section 414(b), (c), (m) or (o) of the Code.

(xviii) "**Family Member**" means, with respect to any individual, (a) the spouse, parents, siblings, and descendants (including adoptive relationships and stepchildren) of that individual and (b) the spouse of each individual described in clause (a) of this definition.

(xix) "**Final Approval Date**" means the latest date upon which the Company, Purchaser and/or Purchaser's principal(s), as applicable, pass the Background Check and receive all necessary Government Consents, including, without limitation a final, irrevocable decision in writing from the Florida Department of Health approving the transactions contemplated by this Agreement, including specifically, Purchaser's acquisition of the Purchased Shares and, consequently, its MMTC License.

(xx) "**GAAP**" means United States generally accepted accounting principles in effect from time to time.

(xxi) "**GGB Shares**" mean the common shares of GGB.

(xxii) "**Governmental Authority**" means any nation or country (including the United States) and any state, commonwealth, territory or possession thereof and any political subdivision of any of the foregoing, including courts, departments, regulatory agency, administrative agency, commissions, boards, bureaus, agencies, ministries or other instrumentalities, and any other entity exercising law or rule making power (whether or not self-regulating).

(xxiii) "**Indebtedness**" of any Person shall mean, without duplication: (i) all liabilities of such Person for borrowed money, whether current or funded, secured or unsecured, all obligations evidenced by bonds, debentures, notes or similar instruments, and all liabilities in respect of mandatorily redeemable or purchasable share capital or securities convertible into share capital (including with respect to the Company, any loans given to the Company by Purchaser or its Affiliates during the Pre-Closing Period); (ii) except for trade debt in the ordinary course of business all liabilities of such Person for the deferred purchase price of property or services, which are required to be classified and accounted for under GAAP as liabilities; (iii) all liabilities of such Person in respect of any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which are, and to the extent, required to be classified and accounted for under GAAP as capital leases; (iv) all liabilities of such Person evidenced by any letter of credit or similar credit transaction entered into for the purpose of securing any lease deposit; (v) all liabilities of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction securing obligations of a type described in clauses (i), (ii) or (iii) above to the extent of the obligation secured; and (v) all guarantees by such Person of any liabilities of a third party

of a nature similar to the types of liabilities described in clauses (i), (ii), (iii) or (v) above, to the extent of the obligation guaranteed.

(xxiv) "**Intellectual Property Rights**" means any and all proprietary and intellectual property rights, in any jurisdiction, including those rights in and to (a) inventions and discoveries (whether or not patentable or reduced to practice), improvements thereto, and invention disclosures, (b) patents and patent applications (including applications or registrations for industrial design, mask works and statutory invention registrations), together with extensions, reissuances, divisionals, provisionals, continuations, continuations-in-part and reexaminations thereof ("**Patents**"), (c) trademarks, trademark applications and registrations, service marks, brand names, certification marks, trade dress, slogans, symbols, logos, trade names and corporate names, fictitious names, domain names and social media accounts, together with the goodwill associated therewith (in each case, whether registered or unregistered) ("**Trademarks**"), (d) copyrights, published and unpublished works of authorship, whether copyrightable or not (including software and related algorithms), moral rights and rights equivalent thereto, including the rights of attribution, assignation and integrity (in each case, whether registered or unregistered) ("**Copyrights**"), (e) all trade secrets and confidential business information including, but not limited to, confidential ideas, technical data, customer lists, pricing and cost information, marketing plans, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, (f) all proprietary breeds, cultivars, varietals and germplasm, (g) all other proprietary rights, (h) all applications to register, registrations and renewals, substitutions or extensions of the foregoing and (i) all copies and tangible embodiments of the foregoing.

(xxv) "**Key Employee**" means any executive-level employee (including division director and vice president-level positions) as well as any material employee to the operations or contemplated operations of the Company and any employee or consultant who either alone or in concert with others develops, invents, programs or designs any Company Intellectual Property.

(xxvi) "**Knowledge**" shall mean the actual knowledge after reasonable investigation of a specified Person, and, when such specified Person is the Company, it shall include the actual knowledge after reasonable investigation of Seller and any Key Employee.

(xxvii) "**Law**" means (a) any requirements arising under any constitution, law, statute, code, treaty, decree, rule, ordinance or regulation or any determination or direction of any arbitrator or any Governmental Authority, including common law and any Environmental Law and also including any of the foregoing that relate to data use, privacy or protection, and (b) any License held by a Person or its subsidiaries or that otherwise relates to the business or contemplated business of or contemplated use by, or to any assets owned or used by, such Person or its subsidiaries.

(xxviii) "**Legal Proceeding**" means any claim, action, charge, lawsuit, litigation, arbitration, hearing or proceeding that has been made public or of which a Person has received written notice, administrative enforcement proceeding or other similarly formal legal proceeding (including civil, criminal, administrative or appellate proceeding) commenced,

brought, conducted or heard by or pending before any Governmental Authority, arbitrator, mediator or other tribunal.

(xxix) "**Liability**" means any liability, debt, obligation, deficiency, interest, Tax, penalty, fine, claim, demand, judgment, cause of action or other Loss (including, without limitation, loss of benefit or relief), cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due and regardless of when asserted.

(xxx) "**Licensed Intellectual Property**" means those Intellectual Property Rights licensed to the Company.

(xxxi) "**Lien**" means any option, mortgage, deed of trust, pledge, hypothecation, lien (statutory or otherwise), charge, security interest, defect of title, easement, encroachment, reservation, restriction, adverse right or interest, claim or other encumbrance (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

(xxxii) "**Lock-Up Agreement**" means that certain Lock-Up Agreement to be executed by any Sellers or any Seller Affiliate recipient of Consideration Shares, as the case may be, in favor of GGB, substantially in the form attached as Exhibit F to this Agreement.

(xxxiii) "**Material Adverse Effect**" means an event, change or occurrence that, individually or together with any other event, change or occurrence, has a material adverse effect or could be reasonably expected to have a material adverse effect, with or without the passage of time, on (i) the MMTC License or the business and operations contemplated to be conducted by Purchaser after the Closing, or (ii) the ability of the Company and/or Sellers to perform their material obligations under this Agreement or to consummate the transactions contemplated hereby.

(xxxiv) "**Multiemployer Plan**" has the meaning set forth in Section 3(37) of ERISA.

(xxxv) "**Note**" means a Convertible Secured Promissory Note in the principal amount of the Note Amount and with a maturity date twelve (12) months after the Closing, substantially in the form attached as Exhibit E to this Agreement.

(xxxvi) "**Note Amount**" means $11,400,000.

(xxxvii) "**Owned Intellectual Property**" means, collectively, those Intellectual Property Rights owned by the Company.

(xxxviii) "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(xxxix) "**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date, including the portion of any Straddle Period ending on the Closing Date.

(xl) "**Post-Closing Tax Period**" means any taxable period other than the Pre-Closing Tax Period.

(xli) "**Post-Closing Taxes**" means all Taxes other than the Pre-Closing Taxes.

(xlii) "**Pre-Closing Taxes**" means (a) all Taxes (or the non-payment thereof) of each of the Company, and Sellers (or any owner of a Seller, as applicable), for any and all Pre-Closing Tax Periods, (b) any payroll Taxes with respect to compensatory payments paid in connection with the Closing (c) any and all Taxes of any Person imposed on the Company as a transferee or successor, by contract or pursuant to any Law, rule, or regulation, which Taxes relate to an event or transaction occurring before the Closing, (d) any Taxes resulting from any election by the Company under Code §108(i) on or prior to the Closing Date, (e) all Taxes imposed on the Company as a result of the provisions of Treasury Regulations Section 1.1502-6 or the analogous provisions of any state, local or foreign Law, and (f) all Taxes imposed on the Company or any Seller as a result of any transaction contemplated by this Agreement including pursuant to Section 1374 of the Code and any comparable provision of state Law. For purposes of the foregoing, any property Taxes for any Straddle Period shall be allocated to the portion of the Straddle Period ending on the Closing Date on a per diem basis, and all other Taxes for any Straddle Period shall be allocated as if such Straddle Period ended on the Closing Date.

(xliii) "**Purchase Price"** means the Deposit, the Closing Cash Purchase Price, the Share Purchase Price, and the Note Amount. The Purchase Price shall be exclusive of any Indebtedness of the Company, any Change of Control Payments and Company Transaction Expenses in connection with the Transaction Agreements, all of which shall be paid by Seller in full at the Closing or by Purchaser (and deducted from the payment of the Closing Cash Purchase Price to be received by Seller at Closing).

(xliv) "**Purchased Shares**" means one hundred percent (100%) of the outstanding shares of common stock of the Company, having a par value of One Dollar ($1.00) per share.

(xlv) "**Purchaser's Advisors**" means Purchaser's attorneys, accountants, advisors, representatives and/or Tax advisors, if any.

(xlvi) "**Restrictive Covenant and General Release Agreement**" shall mean the non-compete, non-solicit, non-disparagement and general release agreement, dated as of the Closing Date, from Stanley W. Harris, substantially in the form attached hereto as Exhibit B.

(xlvii) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(xlviii) "**Share Purchase Price**" means $17,100,000.

(xlix) "**Straddle Period**" means any taxable period that includes (but does not end on) the Closing Date.

(l) "**Tax**" means (a) any federal, state, county, local, municipal or foreign income, gross receipts, net proceeds, fuel, excess profits, user, capital stock, profits, escheat, unclaimed property, gain, registration, ad valorem, estimated, license, payroll, employment, excise, severance, stamp, occupation, premium, property or windfall profits taxes, environmental taxes, customs, duties, franchise, employees' income withholding, foreign or domestic withholding, social security (or similar, including FICA), unemployment, disability, real property, personal property (tangible or intangible), sales, use, transfer, value added, goods and services, alternative or add on minimum or other tax or any kind of any charge of any kind in the nature of taxes, assessments, duties or similar charges, including any interest, penalties or additions to Tax in respect of the foregoing, in each case whether disputed or not, imposed by any Governmental Authority, and (b) any liability for the payment of any amounts of the type described in clause (a) as a result of being a member of an affiliated, consolidated, combined or unitary group, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another Person's taxes as a transferee or successor, by contract or otherwise.

(li) "**Tax Return**" means any Tax return, declaration, report, claim for refund, or information return or statement filed or required to be filed by the Company.

(lii) "**Transaction Agreements**" means this Agreement, the Stock Power, the Restrictive Covenant and General Release Agreement, the Lock-Up Agreements, the Note, and any other documents executed in connection herewith or contemplated hereby.

(liii) "**Transaction Expenses**" means, with respect to a Party, expenses incurred in connection with the negotiation, preparation, execution and closing of the transactions contemplated by the Transaction Agreements.

(b) Interpretive Guidelines.

(i) All pronouns used in this Agreement shall be deemed to include masculine, feminine and neuter forms.

(ii) Unless the context requires otherwise: (1) the singular number includes the plural and the plural number includes the singular and shall not be interpreted to preclude the application of any provision of this Agreement to any individual or entity; (2) each reference in this Agreement to a designated "Article," "Section," "Schedule," "Exhibit," or "Appendix" is to the corresponding Section, Schedule, Exhibit, or Appendix of or to this Agreement; (3) the word "or" shall not be applied in its exclusive sense; (4) the word "all" shall be interpreted to mean "any and all"; (5) the words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation"; (6) the words "relate," "relates," and "relating" are deemed to be followed by the phrase "in any way"; (7) references to "$" or "dollars" shall mean the lawful currency of the United States; and (8) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.

(iii) References in this Agreement to any agreement or any particular provisions of Law shall be deemed to refer to such agreement or Law as they may be amended after the Effective Date of this Agreement.

(iv) Any reference in this Agreement to "day" or number of "days" without the explicit qualification of "business" must be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day and that calendar day is not a business day (i.e., any day other than a Saturday, Sunday or other day on which banking institutions in Orlando, Florida are required or authorized by Law to be closed) then the action or notice is deferred until, or may be taken or given, on the next business day.

(v) Any reference in this Agreement to a date or time is a reference to that date or time in Orlando, Florida, unless otherwise stated.

(vi) Any undertaking in this Agreement not to do any act or thing is deemed to include an undertaking not to permit or suffer the doing of that act or thing.

(vii) The definitions in this Agreement apply equally to both the singular and plural of the terms defined.

2. Representations and Warranties of the Company and Sellers. The Company and Sellers, jointly and severally, represent and warrant to Purchaser that, subject to the schedule of disclosures and exceptions (the "**Disclosure Schedule**") attached as Exhibit C to this Agreement as provided herein, which disclosures and exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations (the "**Sale Representations**") are true and complete as of the Effective Date, and shall be true and complete as of the date of the Closing, except as otherwise indicated. The Disclosure Schedule shall be arranged in numbered schedules corresponding to the numbered and lettered sections contained in this Section 2, and the disclosures in any schedule of the Disclosure Schedule shall qualify other sections in this Section 2 to the extent it is apparent from the face of the disclosure that such disclosure is applicable to such other sections of this Section 2.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Florida and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which its ownership of property or conduct of business requires it to be qualified except where such qualification would not have a Material Adverse Effect. True, correct and complete copies the Company's organizational documents currently in effect have been provided to Purchaser and reflect all amendments made thereto at any time prior to the Closing Date.

2.2 Ownership of Purchased Shares; No Voting Trusts.

(a) Schedule 2.2(a) sets forth all of the authorized, issued and outstanding shares of capital stock of the Company. Sellers owns, beneficially and of record all of the shares of capital stock of the Company (including, for the sake of clarity, the Purchased Shares) set forth

in Schedule 2.2(a) free and clear of any and all Liens or other restrictions or limitations whatsoever. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and non-assessable and were not issued in violation of any preemptive or other rights of any Person to acquire any securities of the Company. Upon delivery to Purchaser of the Stock Powers executed by each Seller, good and valid title to the Purchased Shares will pass to Purchaser, free and clear of all Liens or other restrictions or limitations whatsoever of any kind.

(b) Neither any Seller nor the Company are bound by, nor has any Seller or the Company granted to any other Person, any option, warrant, calls, purchase or other right or other contractual obligation (including, without limitation, conversion or preemptive rights and rights of first refusal or similar rights), orally or in writing, with respect to any capital stock of the Company or that could require any Seller or the Company to sell, issue, grant, transfer or otherwise dispose of any or all of the Company's capital stock, or any securities convertible into or exchangeable for capital stock in the Company.

(c) There are no voting trusts, commitments, undertakings, understandings or other restrictions to which any Seller or the Company is a party which directly or indirectly limit or restrict in any manner, or otherwise relate to, the sale or other disposition of the Purchased Shares.

2.3 Subsidiaries. The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.4 Authorization. All corporate action required to be taken by the Company's officers, directors, and shareholders in order to authorize the Company and Sellers to enter into the Transaction Agreements, has been taken or will be taken prior to the Closing. The Transaction Agreements, when executed and delivered by the Company and Sellers, shall constitute valid and legally binding obligations of the Company and Sellers, enforceable against the Company and Sellers in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other Laws of general application relating to or affecting the enforcement of creditors' rights generally, and (ii) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.5 Governmental Consents and Filings. Except for approval by the Florida Department of Health, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local Governmental Authority is required on the part of the Company or any Seller in connection with the consummation of the transactions contemplated by this Agreement.

2.6 Legal Proceedings. There is no Legal Proceeding pending or, to the Company's Knowledge, currently threatened (i) against or relating to the Company or any officer, director, or Key Employee of the Company; or (ii) that questions the validity of the Transaction Agreements or the right of the Company or any Seller to enter into them, or to consummate the transactions contemplated by the Transaction Agreements; (iii) to the Company's Knowledge, that

would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; or (iv) against any Person with respect to the MMTC License. None of the Company, any Seller, or, to the Company's Knowledge, any of the Company's officers, directors, or Key Employees, is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or Key Employees, such as would affect the Company). There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate, and no basis, to the Company's Knowledge, for any such action, suit, proceeding or investigation to be initiated against the Company or which relates to the MMTC License. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened (or any basis therefor known to the Company) involving the services provided to the Company by any consultant or independent contractor, the prior employment of any of the Company's employees, the services provided by any of the Company's employees, consultants or independent contractors in connection with the Company's business, any information or techniques allegedly proprietary to any former employers of the Company's employees, consultants or independent contractors, or the obligations of the Company's employees, consultants or independent contractors under any agreements with their prior employers.

2.7 Financial Statements.

(a) The Company has previously made available to Purchaser true, complete and correct copies of the Company's unaudited financial statements as of and for the years ended December 31, 2017 and December 31, 2018 (the "**2018 Financial Statement**"), and balance sheets and statements of operations of the Company and its business for the three (3) month period ended March 31, 2019 (individually, the "**Most Recent Balance Sheet**", and collectively with the Company's unaudited financial statements as of and for the years ended December 31, 2017 and the 2018 Financial Statement, the "**Financial Statements**").

(b) The Financial Statements have been prepared on a consistent basis throughout the period involved, and present fairly, in all respects, the financial position and results of operations of the Company as of the respective dates and for the respective periods indicated therein. The Books and Records of the Company have been, and are being, maintained in all material respects in accordance with applicable Law, and the Financial Statements were derived from the Company's Books and Records.

2.8 Accounts Receivable. As of the Effective Date, all accounts, notes and other amounts receivable of the Company ("**Receivables**") reflected in the Financial Statements represents bona fide transactions on the part of the Company. The Receivables reflected in the Financial Statements arose in the ordinary course of business, are to the Knowledge of the Company not subject to any valid set off or counterclaim, do not represent obligations for goods sold on consignment, on approval or on a sale or return basis or subject to any other repurchase or return arrangement. No Person has any Lien on any Receivable and no request or agreement for deduction or discount has been made with respect to any of the Receivables since the date of the 2018 Financial Statements. As of the Closing Date, the Company shall have no Receivables.

2.9 Customers and Suppliers. As of the Closing Date, the Company has no customers or suppliers.

2.10 Intellectual Property.

(a) The Company does not own, directly or indirectly, any Intellectual Property Rights. The Company has not developed, created, or acquired any Owned Intellectual Property for which a registration or application has been filed with, or issued by or registered with, a governmental body, register service or social media account. There are no corporate, trade or fictitious name under which the Company's business has been conducted at any time.

(b) The Company does not use any software programs on its computers nor does it use or own any other software-enabled electronic devices. There are no written licenses and arrangements, pursuant to which the use by the Company of any Intellectual Property Rights is permitted by any Person (collectively, the "**Intellectual Property Licenses**"). There are no Intellectual Property Licenses for which there are any threatened, or ongoing action, claim or proceeding.

(c) Company has not transferred ownership of, or granted any exclusive license of or exclusive right to use, or authorized the retention of any exclusive rights to use or joint ownership of, any Owned Intellectual Property to any Person. The Company does not have any Contracts under which the Company has granted to others a non-exclusive license, covenant not to sue or any other interest in, or any right to use or exploit, any Owned Intellectual Property.

(d) The operation of the business as currently conducted and as proposed to be conducted by the Company, including the design, development, use, import, branding, advertising, promotion, marketing, manufacture, and sale of any product, technology or service of the business of the Company does not infringe or misappropriate, and will not infringe or misappropriate, when conducted in substantially the same manner following the Closing, any Intellectual Property Rights of any Person, violate any right of any Person (including any right to privacy or publicity), or constitute unfair competition or trade practices under the Laws of any jurisdiction. The Company has not received notice from any Person claiming that such operation or any act, any product, technology or service or Owned Intellectual Property infringes or misappropriates any Intellectual Property rights of any Person, violates any right of any Person (including any right to privacy or publicity), or constitutes unfair competition or trade practices under the Laws of any jurisdiction.

(e) Neither this Agreement nor the transactions contemplated by this Agreement will result in (i) any third party being granted rights or access to any Owned Intellectual Property, (ii) the Company losing any right to any Owned Intellectual Property or under any Intellectual Property Licenses, or (iii) the Purchaser being obligated to pay any royalties or other amounts to any third party in excess of those payable by the Company prior to Closing pursuant to any Contract to which any of them is a party or by which it or its assets is bound.

2.11 Compliance with Other Instruments.

(a) Neither the Company nor any Seller is in violation or default (i) of any provisions of their respective formation or governing documents, including, without limitation, the Company's articles of incorporation and bylaws, (ii) of any instrument, judgment, order, writ or decree, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, Contract or purchase order to which the Company or any Seller is a party or is material to the business of the

Company, or (v) of any provision of federal, state or local statute, rule or regulation applicable to the Company, with the sole exception being federal Laws applicable to the sale of marijuana. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree, Contract or agreement, or a default under any provision, instrument, judgment, order, writ, decree, Contract or agreement to which the Company or any Seller is bound; or (ii) an event which results in the creation of any Lien upon the Purchased Shares or any assets of the Company, or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company, including, without limitation, the MMTC License.

(b) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated in this Agreement, will, directly or indirectly (i) contravene, conflict with, or result in a violation of any statute, regulation, or judicial or administrative order to which the Company or any Seller, or any of their assets, may be subject; (ii) contravene, conflict with, or result in a violation or breach of any provision of the Company's organizational documents; (iii) contravene, conflict with, or result in a violation or breach of any provision of, or give any person or entity the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any agreement or Contract to which the Company or any Seller is a party; or (vi) result in the imposition or creation of any Lien upon or with respect to the Purchased Shares or the Company's assets, except for those Liens expressly created through this Agreement, if any.

2.12 Agreements; Actions. Except as set forth in Schedule 2.12 (each such Contract, a "**Material Contract**"):

(a) There are no agreements, understandings, instruments, Contracts or proposed transactions to which the Company is a party or by which it is bound that involve (i) obligations (contingent or otherwise) of, or payments to, the Company in excess of Ten Thousand and No/100 Dollars ($10,000.00) annually or over the lifetime of such agreement, understanding, instrument, Contract or proposed transaction, (ii) the license of any Patent, Copyright, Trademark, trade secret or other proprietary right to or from the Company, (iii) the grant of rights to manufacture, produce, assemble, license, market, or sell its products or services, including, without limitation, medical marijuana, (iv) indemnification by the Company with respect to infringements of proprietary rights, or (v) obligations outside the ordinary course of business or inconsistent with any past practices of the Company.

(b) The Company is not a party to any cannabis service provider Contracts;

(c) The Company has not (i) authorized or declared any distribution upon or with respect to its capital stock that have not been paid in full, (ii) incurred any Indebtedness for money borrowed or incurred any other liabilities in excess of Ten Thousand and No/100 Dollars ($10,000.00), individually or in the aggregate, (iii) made any loans or advances to any Person, other than ordinary advances for travel expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business. For the purposes of (a) and (b) of this Section 2.12, all Indebtedness, liabilities, agreements,

understandings, instruments, contracts and proposed transactions involving the same Person (including Persons the Company has reason to believe are affiliated with each other) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subpart.

(d) The Company is not a guarantor or indemnitor of any Indebtedness of any other Person.

(e) The Company is not a party to any Contract that purports to: (i) limit, curtail or restrict the ability of Company in any respect to: compete with any other Person or compete in any geographic area (it being understood that the Company is limited to selling its cannabis products solely within the State of Florida), line of business, or market; make sales or provide services to any Person in any manner; use or enforce any Owned Intellectual Property; or develop or distribute any technology or intellectual property right, (ii) solicit the employment of, or hire, any potential employees, consultants, or contractors of any Person, or (iii) grant the other party or any customer "most favored nation" pricing or similar status;

(f) There are no Contracts creating or relating to any partnership or joint venture or any sharing of revenues, profits, losses, costs or Liabilities or the payment of any royalties;

(g) The Company is not bound by any Contract to provide or license any of its products or services to any third party on an exclusive basis or to license any product or service on an exclusive basis from a third party;

(h) There are no Contracts pursuant to which the Company grants rights or authority to any Person with respect to any owned Intellectual Property or Licensed Intellectual Property other than customer agreements entered in the ordinary course of business;

(i) There are no Contracts relating to the acquisition, transfer, use, development, sharing or license of any technology or Intellectual Property rights;

(j) The Company is not bound by any Contract under which the Company has a warranty obligation inconsistent with past practices or any indemnification obligation except for any Contract otherwise disclosed under another subsection of this Section 2.12;

(k) There are no Contracts relating to future expenditures anticipated to result in aggregate costs in excess of Ten Thousand and No/100 Dollars ($10,000);

(l) The Company is not bound to any Contract pursuant to which the Company has delivered, or is required to deliver, its source code to third parties, including any source code escrow agents, or may otherwise be required to release its source code to third parties; and

(m) The Company is not a party to any Contract with any Person characterized and treated by the Company as a consultant or independent contractor.

2.13 Certain Transactions. Except as set forth in Schedule 2.13:

(a) Other than standard director and officer indemnification agreements included in the Company's articles of incorporation and bylaws, there are no agreements, understandings or proposed transactions which have not been performed in full between the Company and any of its shareholders, officers, directors, consultants or employees, or any Affiliate thereof.

(b) The Company is not indebted, directly or indirectly, to any of its shareholders, directors, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing. None of the Company's shareholders, directors, officers or employees, or any members of their immediate families, or any Affiliate of the foregoing are, directly or indirectly, indebted to the Company or have any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any of the Company's customers, suppliers, service providers, joint venture partners, licensees and competitors, (ii) direct or indirect ownership interest in any Person with which the Company is affiliated or with which the Company has a business relationship, or any Person which competes with the Company except that directors, officers, employees or equityholders of the Company may own equity in (but not exceeding two percent (2%) of the outstanding equity of) publicly traded companies that may compete with the Company; or (iii) financial interest in any Contract with the Company.

2.14 Rights of Registration and Voting Rights. The Company is not under any obligation to register under the Securities Act any of its currently outstanding securities. No member of the Company has entered into any agreements with respect to the voting of capital stock of the Company.

2.15 Assets and Property. Except as set forth in Schedule 2.15:

(a) As of the Closing date, the Company shall own good and valid title to the MMTC License, all of which shall be free and clear of all Liens, except as set forth in Schedule 2.15(a). The Company owns no real property assets.

(b) The Company does not lease, sublease or license any parcel of real property.

(c) Each tangible property and asset of the Company, whether owned or leased, which has a fair market value or book value in excess of Ten Thousand and No/100 Dollars ($10,000.00) is set forth in Schedule 2.15(c).

(d) The Company has no assets, properties, interests and rights (including real property and tangible and intangible personal property), including, without limitation, any tangible or intangible personal property including plant, machinery, equipment, tools, supplies, furniture, furnishings, vehicles and other fixed assets (collectively, "**Personal Property**"), and has no Liability, including any Lien, with respect to any Personal Property.

(e) The Company does not possess any Personal Property pursuant to a lease agreement or other similar contractual arrangement.

(f) The inventories of the Company with respect to its business which are included in the assets of the Company (the "**Inventory**") are in the physical possession of the

Company or in transit to or from a customer or supplier of the Company and no Inventory has been pledged as collateral or otherwise is subject to any Lien or is held on consignment from others. The Inventory reflected in the Financial Statements was, and the Inventory reflected on the Company books of account has been, determined and valued on a consistent basis. The Inventory was acquired or produced in the ordinary course of business.

2.16 Material Liabilities. As of the Closing Date, the Company will have no liabilities or obligations, whether accrued, absolute, contingent, known, unknown or otherwise (individually or in the aggregate).

2.17 Changes. Since the date of the 2018 Financial Statement, there have been no events or circumstances of any kind that have had or could reasonably be expected to result in a Material Adverse Effect. Without limiting the generality of the foregoing, there has not been or the Company has not:

(a) modified any Contract listed in Schedule 2.12 or terminated any Material Contract that if not terminated would have been listed therein;

(b) suffered any material damage, destruction or loss to any of its properties or assets (whether or not covered by insurance);

(c) satisfied or discharged any Lien or paid or incurred any obligation or liability in excess of Ten Thousand Dollars ($10,000);

(d) mortgaged, pledged, transferred a security interest in, or subjected to any Lien any of its properties or assets, except Liens for Taxes not yet due or payable and Liens that arise in the ordinary course of business and that do not materially impair the Company's ownership or use of such property or assets;

(e) entered into any loans or guarantees, to or for the benefit of its directors, shareholders, employees, or officers, or any members of their immediate families;

(f) sold, assigned, or transferred any material Company Intellectual Property;

(g) purchased, sold, leased, exchanged or otherwise disposed of or acquired any property or assets for which the aggregate consideration paid or payable is in excess of Ten Thousand Dollars ($10,000) in any individual or series of related transactions, except inventory in the ordinary course of business;

(h) changed its accounting practices or policies;

(i) made or changed any Tax election, adopted or changed any Tax accounting method, settled or compromised any Tax claim or assessment, entered into any closing agreement in respect of Taxes, filed any amended Tax Return, or consented to the waiver or extension of the limitations period for any Tax claim or assessment;

(j) disposed or agreed to dispose of any material properties or assets;

(k) canceled or forgiven without fair consideration any material Indebtedness or claims;

(l) issued any equity interests;

(m) granted options, warrants, calls or other rights to purchase or otherwise acquire equity interests or other securities;

(n) declared, set aside, made or paid any dividend or other distribution in respect of any of its equity interests;

(o) repurchased, redeemed or otherwise acquired any outstanding equity interests of the Company or other securities;

(p) transferred, issued, sold or disposed of any equity interests or other securities of the Company, or granted options, warrants, calls or other rights to purchase or otherwise acquire equity interests or other securities of the Company;

(q) commenced or settled any lawsuit by the Company, or been given notice of the commencement or settlement of any lawsuit or proceeding or other investigation, or the threat thereof, against the Company or relating to any of its businesses, properties or assets;

(r) entered into any agreement with any workers' representative organization, bargaining unit or Union;

(s) received written notice of any claim for wrongful discharge or any other unlawful employment or labor practice or action;

(t) incurred any Indebtedness or amendment of the terms of any outstanding Indebtedness, except for obligations to reimburse its employees for travel and business expenses incurred in the ordinary course of business consistent with past practices;

(u) changed its ordinary course cash management practices with respect to the collection of Receivables and payment of payables and other current Liabilities;

(v) hired or terminated any senior management-level employee, promoted, demoted or made any other change to the employment status or title of any officer or manager of the Company, or had any director or manager resign or be removed;

(w) increased or made any other change to the salary, employment status, title or other compensation (including equity based compensation) payable or to become payable by the Company to any of its officers, directors, employees or consultants, other than increases to base wages or salaries in the ordinary course of business;

(x) entered into any agreement, Contract or commitment for the grant by the Company of any severance, termination pay or bonus (in cash or otherwise) to any employee, including any officer or director;

(y) effected any recapitalization, reclassification, unit split or like change in the capitalization of the Company;

(z) entered into any new line of business or materially changed the operations or business plan for any existing line of business;

(aa) merged or consolidated with, or agreed to merge or consolidate with, or purchased or agreed to purchase all or substantially all of the assets of, or otherwise acquired or agreed to acquire, any business, business organization or division of any other Person;

(bb) amended the Company's articles of incorporation or bylaws; or

(cc) arranged or committed to take any of the foregoing actions described in this Section 2.17.

Notwithstanding anything to the contrary in this Section 2.17, Sellers hereby warrant and represent to Purchaser that any and all assets of the Company, other than the MMTC License, the Certificate of Nursery Registration, and those assets provided to the Company by Purchaser prior to the Closing, shall be sold, distributed or otherwise transferred by the Company prior to the Closing.

2.18 Employee Matters.

(a) As of the Effective Date, the Company employs the number of full-time employees and the number of part-time employees, and engages the number of consultants or independent contracts set forth in Schedule 2.18(a)(i). As of the Closing Date, the Company employs zero (0) full-time employees and zero (0) part-time employees, and engages zero (0) consultants or independent contractors except as otherwise set forth in Schedule 2.18(a)(ii). The Company has provided Purchaser a true, complete and accurate list (and has updated such list as of the Effective Date) of all Persons who are employees, consultants or independent contractors of the Company (including any employee on leave of absence), and for each such Person has provided the following, as applicable: (i) name; (ii) title or position; (iii) full-time or part-time basis; (iv) hire date; (v) current base compensation rate; (vi) commission, bonus, or other incentive-based compensation; and (vii) designation as either exempt or non-exempt from the overtime requirements of the Fair Labor Standards Act and applicable state Laws. Schedule 2.18(a)(i) and Schedule 2.18(a)(ii) sets forth a detailed description of all compensation, including applicable annual base salary or hourly rate, commission, bonus, incentive-based compensation, severance obligations and deferred compensation, paid or payable for each officer, employee, consultant and independent contractor of the Company who received compensation in excess of $35,000 for the fiscal year ended December 31, 2018, or is anticipated to receive compensation in excess of $35,000 for the fiscal year ending December 31, 2019.

(b) Schedule 2.18(b) sets forth any employment, consulting or professional services contract with any current employee or other Person providing services to Company providing for base compensation in excess of Thirty-Five Thousand Dollars ($35,000) per annum (excluding offer letters on Company's standard form in the ordinary course of business to its employees) or providing for payments upon the completion of any acquisition of the Company.

(c) None of the Company's employees is obligated under any Contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Company or that would conflict with the Company's business. Neither the execution or delivery of the Transaction Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as now conducted and as presently proposed to be conducted, will conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any Contract, covenant or instrument under which any such employee is now obligated.

(d) The Company is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation or remuneration for any service performed for it to the Effective Date, or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

(e) The Company will terminate all Company employees set forth on Schedule 2.18(a)(i) immediately prior to the Closing (such employees, the "**Terminated Employees**"). The employment of each employee of the Company is terminable at the will of the Company. Except as expressly required elsewhere in this Agreement or as set forth in Schedule 2.18(e) or as required by Law, upon termination of the employment of any employees of the Company, no severance or other payments will become due. Except as set forth in Schedule 2.18(e), the Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.

(f) The Company has not made any representations to employees regarding equity incentives to any officer, employee, director or consultant of the Company.

(g) To the Company's Knowledge, none of the Key Employees or directors of the Company has been (i) subject to voluntary or involuntary petition under the federal bankruptcy Laws or any state insolvency Law or the appointment of a receiver, fiscal agent or similar officer by a court for his or her business or property; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (iii) subject to any order, judgment or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him or her from engaging, or otherwise imposing limits or conditions on his or her engagement in any type of business; or (iv) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission to have violated any federal or state securities, commodities, or unfair trade practices Law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

(h) The Company is and has been in compliance in all material respects with all applicable Laws pertaining to employment, employment practices, terms and conditions of

employment, labor relations, collective bargaining, worker classification, Tax withholding, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, meal and rest periods, immigration, employee safety and health, classification of employees as exempt or non-exempt from minimum wage and overtime compensation, payment of wages (including overtime compensation), compensation, hours of work, child labor, sick, vacation and other paid time off, leaves of absence, uniformed services employment and reemployment, workers' compensation insurance, and unemployment insurance, and in each case, with respect to employees: (i) has withheld and reported all amounts required by applicable Law or by agreement to be withheld and reported with respect to wages, salaries and other payments to employees, (ii) is not liable for any arrears of wages (including overtime compensation), severance pay or any taxes or any penalty for failure to comply with any of the foregoing, and (iii) is not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for Employees (other than routine payments to be made in the normal course of business and consistent with past practice).

(i) The Company is not a party to or bound by, nor has it ever been a party to or bound by, any union agreement or collective bargaining agreement or work rules or practices agreed to with any labor organization, trade union, works council, employee association or similar grouping of employee representation ("**Union**") representing any of its employees, and there are no Unions purporting to represent or, attempting to represent any employee. There are no representation hearings, grievances, arbitrations, unfair labor practice charges, or other labor disputes pending before the National Labor Relations Board or any similar Governmental Authority or, to Company's Knowledge, threatened against the Company.

(j) Within the past five (5) years, there have been no actions, suits, claims or administrative matters pending, threatened or reasonably anticipated against the Company or any of its employees relating to any employee, consultant, contractor, employee agreement, consulting agreement, or independent contractor agreement. There are no internal complaints or reports by any current or former employee, consultant, or independent contractor pursuant to the anti-harassment policy of the Company that are pending or under investigation. The Company is not a party to a conciliation agreement, consent decree or other agreement or order with any federal, state, or local agency or Governmental Authority with respect to employment practices.

(k) No Legal Proceeding has been filed or commenced against any the Company or, any employees thereof, that: (i) alleges any failure to comply with federal immigration Laws; or (ii) seeks removal, exclusion or other restrictions on (A) such employee's ability to reside and/or accept employment lawfully in the United States and/or (B) the continued ability of the Company to sponsor employees for immigration benefits. The Company maintains adequate internal systems and procedures to provide reasonable assurance that all employee hiring is conducted in compliance with all applicable Laws relating to immigration and naturalization. No audit, investigation, or other Legal Proceeding has been commenced against the Company at any time with respect to its compliance with applicable Laws relating to immigration and naturalization in connection with its hiring practices.

(l) The Company has not taken any action which would constitute a "plant closing" or "mass layoff" within the meaning of the WARN Act or similar state or local applicable Law, issued any notification of a plant closing or mass layoff required by the WARN Act or similar state or local applicable Law, or incurred any Liability or obligation under WARN or any similar state or local applicable Law that remains unsatisfied. No terminations of employment prior to the Closing would trigger any notice or other obligations under the WARN Act or similar state or local applicable Law.

(m) The Company does not have any material Liability with respect to any misclassification of: (a) any Person as an independent contractor rather than as an employee, (b) any temporary employee or employee leased from another employer, or (c) any employee currently or formerly classified as exempt from minimum and overtime wages.

(n) The consummation of the transactions contemplated by this Agreement will not: (i) make operative any bonus, incentive, deferred compensation, severance, termination, retention, change of control, stock option, stock appreciation, stock purchase, phantom stock or other compensation plan, program, arrangement, agreement, policy or understanding, whether written or oral, that provides or may provide benefits or compensation to any employees; (ii) result in (A) an increase in the amount of compensation or benefits of any of employees or (B) the acceleration of the vesting or timing of payment of any compensation or benefits payable to or in respect of any employees or (iii) result in a violation of or an impermissible accrual or allocation under applicable Laws, except, with respect to (i) and (ii), to the extent (and in the amounts) identified as Change of Control Payments on Schedule 2.18(n).

2.19 Employee Benefit Plans.

(a) Schedule 2.19(a) sets forth all Employee Benefit Plans. No Employee Benefit Plan is, and neither the Company nor any of its ERISA Affiliates sponsors, maintains, contributes to, has any obligation to contribute to, or has, sponsored, maintained, contributed to or had any obligation to contribute to a (i) "pension plan" under Section 3(2) of ERISA that is subject to Title IV of ERISA, (ii) a Multiemployer Plan, (iii) a "multiple employer plan" within the meaning of ERISA or an employee benefit plan subject to Section 413(c) of the Code or (iv) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(b) The Company has made all required contributions and has no liability to any such Employee Benefit Plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable Laws for any such employee benefit plan.

(c) With respect to each Employee Benefit Plan, the Company has made available to the Purchaser true and complete copies of (i) each Employee Benefit Plan (or, if not written, a written summary of its material terms), including without limitation all plan documents, trust agreements, insurance contracts or other funding vehicles and all amendments thereto, (ii) all summaries and summary plan descriptions, including any summary of material modifications (iii) the three (3) most recent annual reports (Form 5500 series) filed with the Department of Labor (with all schedules and attachments), (iv) the three (3) most recent actuarial reports or other financial statements relating to such Employee Benefit Plan, (v) the most recent determination or

opinion letter, if any, issued by the Internal Revenue Service and any pending request for such a letter, (vi) the three (3) most recent nondiscrimination tests performed under the Code, (vii) all agreements or contracts with any service provider with respect to any Employee Benefit Plan and (viii) all filings made with any Governmental Authority, including but not limited to any filings under the Employee Plans Compliance Resolution System or the Department of Labor Delinquent Filer Program. Each Employee Benefit Plan complies in all respects in form, and has in operation been administered in all material respects in accordance with, its terms and all applicable Laws, including ERISA and the Code, and all contributions required to be made under the terms of any Employee Benefit Plan as of the date of this Agreement have been timely made or, if required but not yet due, have been properly reflected on the most recent consolidated balance sheet filed or incorporated by reference in the Financial Statements prior to the date of this Agreement. Except as set forth on Schedule 2.19(c), with respect to each Employee Benefit Plan, all tax, annual reporting and other governmental filings required by ERISA and the Code have been timely filed with the appropriate governmental entity and all material notices and disclosures have been timely provided to participants. With respect to the Employee Benefit Plans, no event has occurred and, to the Company's Knowledge, there exists no condition or set of circumstances in connection with which the Company could be subject to any material Liability (other than for routine benefit liabilities) under the terms of, or with respect to, such Employee Benefit Plans, ERISA, the Code or any other applicable Law. There are no pending audits or investigations by any governmental entity involving any Employee Benefit Plan, and no threatened or pending claims (except for individual claims for benefits payable in the normal operation of the Employee Benefit Plans), suits or proceedings involving any Employee Benefit Plan, any fiduciary thereof or service provider thereto. None of the Company, Sellers or any ERISA Affiliate has any Liability under Section 502 of ERISA. All contributions and payments to such Employee Benefit Plan are deductible under Sections 162 or 404 of the Code. No Employee Benefit Plan is, and none of the Company, any Seller, or any of its ERISA Affiliates sponsors, maintains, contributes to, has any obligation to contribute to, or has, sponsored, maintained, contributed to or had any obligation to contribute to a (i) "pension plan" under Section 3(2) of ERISA that is subject to Title IV of ERISA, (ii) a Multiemployer Plan, (iii) a "multiple employer plan" within the meaning of ERISA or an employee benefit plan subject to Section 413(c) of the Code or (iv) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(d) Each Employee Benefit Plan which is intended to qualify under Section 401(a) of the Code has either (i) received a favorable determination letter from the Internal Revenue Service as to its qualified status, or (ii) may rely upon a favorable prototype opinion letter from the Internal Revenue Service, and each trust established in connection with any Employee Benefit Plan which is intended to be exempt from federal income taxation under Section 501(a) of the Code is so exempt. To the Company's Knowledge, no fact or event has occurred that could cause the loss of the qualified status of any such Employee Benefit Plan or the exempt status of any such trust. Each Employee Benefit Plan can be amended, terminated or otherwise discontinued in accordance with its terms, without Liability (other than Liability for ordinary administrative expenses typically incurred in a termination event). Neither the Company, nor to the Company's Knowledge, any other person or entity has any express or implied commitment, whether legally enforceable or not, to modify, change or terminate any Employee Benefit Plan, other than with respect to a modification, change or termination required by ERISA or the Code.

(e) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, either alone or in combination with any other event, will (i) entitle any current or former employee, consultant or director or any group of such employees, consultants or directors to any payment of compensation; (ii) increase the amount of compensation or benefits due to any such employee, consultant or director; or (iii) accelerate the vesting, funding or time of payment of any compensation, equity award or other benefit. No amount that could be received (whether in cash, property, the vesting of property or otherwise) as a result of or in connection with the consummation of the transactions contemplated by this Agreement (either alone or in combination with any other event) or by any of the Transaction Agreements, by any employee, officer, director or other service provider of the Company who is a "disqualified individual" (as such term is defined in Treasury Regulation Section 1.280G-1) could be characterized as an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code).

(f) No Employee Benefit Plan provides any of the following retiree or post-employment benefits to any person: medical, disability or life insurance benefits.

(g) Each Employee Benefit Plan that is a "nonqualified deferred compensation plan" (within the meaning of Section 409A(d)(1) of the Code), if any, has been maintained and operated in documentary and operational compliance with Section 409A of the Code. No payment pursuant to any Employee Benefit Plan or other arrangement to any "service provider" (as such term is defined in Section 409A of the Code) would subject any person to tax pursuant to Section 409A of the Code, whether pursuant to this Agreement or otherwise.

2.20 Tax Returns and Payments.

(a) There are no Taxes due and payable by the Company which have not been timely paid (whether or not shown on any Tax Return). There are no accrued and unpaid Taxes of the Company which are due, whether or not assessed or disputed. The Company has duly and timely filed all Tax Returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to Taxes for any year.

(b) There are no Liens for Taxes (other than for current taxes not yet due and payable) on any assets of the Company or any Seller.

(c) Neither the Company nor any Seller has received any notice or received any other communication from any Governmental Authority that any Tax deficiency or delinquency has been asserted against Company. There is no unpaid assessment, proposal for additional Taxes, deficiency or delinquency in the payment of any of the Taxes of Company that has been asserted by any Governmental Authority through the Closing Date. No audit or other examination of any tax return of the Company is presently in progress, the Company has not received notice or received any other communication from any Governmental Authority that a Governmental Authority audit of the Company is pending or that such audit is threatened through the Closing Date. No adjustment relating to any tax return filed by the Company has been proposed by any Governmental Authority. The Company has not executed any waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax. The Company and Seller have complied with applicable Laws relating to Taxes.

(d) The Company (i) has never been a member of an affiliated or combined group filing a combined or unitary tax return for federal, state, local or foreign Tax purposes (except that the Company is treated for Tax purposes as a disregarded entity owned by any Seller), and (ii) has never been a party to any joint venture, partnership or other agreement that could reasonably be treated as a partnership for Tax purposes.

(e) The Company is not now, and at no time in the past has been, a party to or bound by a Tax-sharing, allocation or indemnification agreement or any similar arrangement.

(f) The Company has not participated in a transaction that either constitutes a "listed transaction" or a "reportable transaction" within the meaning of Section 6707A(c) of the Code or Treasury Regulation Section 1.6011-4(b) as of the Closing Date.

(g) No Seller is a "foreign person" as defined in Section 1445(f)(3) of the Code. The Company has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(h) The Company has not distributed equity of another entity, or has had its equity distributed by another entity.

(i) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of applicable Law with respect to state, local or foreign income Tax) executed on or prior to the Closing Date, (iii) installment sale or open transaction disposition made on or prior to the Closing Date, (iv) prepaid amount received on or prior to the Closing Date (v) utilization of a method of accounting other than the accrual method or (vi) election made pursuant to Section 108(i) of the Code on or prior to the Closing date.

(j) The Company is not subject to Tax in any country other than its country of incorporation or formation by virtue of having a permanent establishment or other place of business in such other country.

(k) There is no Contract, agreement, plan or arrangement to which the Company is a party, including the provisions of this Agreement, covering any Company employee or service provider, which, individually or collectively, could give rise to the payment of any amount that would not be deductible pursuant to Sections 280G or 404 of the Code.

(l) Neither the Company nor any Seller has been or to Company's and Sellers' Knowledge, will be subject to tax pursuant to Section 1374 or 1375 of the Code, including as a result of the transactions contemplated by this Agreement.

2.21 Insurance. The Company maintains insurance policies of a type and in an amount necessary to conduct its business on the Effective Date. All insurance policies are listed on Schedule 2.21. All such policies and bonds are in full force and effect, and all premiums due and payable thereon have been paid in full as and when due. Schedule 2.21 contains a list of all

pending claims under such insurance policies or fidelity bonds, and any claims under such insurance policies or fidelity bonds as to which the insurers of such policies or issuers of such fidelity bonds have denied coverage.

2.22 Permits, Licenses, Accreditations and Authorizations.

(a) The Company holds, and is in compliance and good standing with, all franchises, bonds, permits, licenses, certificates, accreditations, and authorizations, and any similar authority necessary for the conduct of its business or contemplated business (collectively, "**Licenses**"), including, without limitation the MMTC License and the Certificate of Nursery Registration. All such Licenses, along with their respective identifying numbers, if any, are listed in Schedule 2.22 and are valid and in full force and effect, and the Company is not delinquent in the payment of any fees or Taxes associated therewith. The Company has provided Purchaser true, correct and complete copies of the Licenses, including all applications, proposed changes and amendments, renewals, documentation and correspondence received from any Governmental Authority relating to such Licenses.

(b) The Company has not received any notice of material violation in respect to any Licenses so identified, including but not limited to any citations for illegal activity or criminal conduct (whether by the Company or any Seller), and no investigation or proceeding is pending or, to the Company's Knowledge, threatened, that would reasonably be expected to result in the suspension, revocation, non-renewal or limitation or restriction of any such License. There are no circumstances (now existing or reasonably anticipated) that, with or without the passage of time, would cause the Company to be in default under any License, or cause the suspension, revocation, non-renewal or any limitation or restriction of any such License. Except as listed in Schedule 2.22, during the period beginning on the date of issuance of the MMTC License and ending on the first business day before the Effective Date, the Company (i) has not received any statement of deficiency or other notice from any Governmental Authority regarding non-compliance with Law and (ii) has not issued, or is otherwise a party to, any plans of correction. To the Company's Knowledge, there are no disciplinary actions pending against the Company with the Florida Department of Health or any other Governmental Authority, and the Company has timely responded to any deficiencies issued by the Florida Department of Health that were received by the Company at least one business day prior to the Effective Date.

(c) To the best of the Company's Knowledge, neither the execution of this Agreement nor the consummation of the transactions contemplated herein will impair or result in the cancellation, suspension, revocation, forfeiture, or nonrenewal of any of the Licenses.

2.23 Environmental and Safety Laws. (a) The Company is and has been in compliance with all Environmental Laws; (b) the Company is not the subject of any written decree, order, complaint, notice, citation or other communication relating to any actual, alleged, or potential violation of or failure to comply with any Environmental Law, nor is the Company subject to any actual or potential Liability under or pursuant to any Environmental Law; (c) there has been no release or, to Company's Knowledge, threatened release of any pollutant, contaminant or toxic or hazardous material, substance or waste or petroleum or any fraction thereof (each a "**Hazardous Substance**"), on, upon, into or from any site currently or heretofore owned, leased or otherwise used by the Company; (d) there have been no Hazardous Substances generated by the

Company that have been disposed of or come to rest at any site that has been included in any published U.S. federal, state or local "superfund" site list or any other similar list of hazardous or toxic waste sites published by any Governmental Authority; (e) the Company has not entered into any agreement with any Person regarding any Environmental Law, remedial action or other environmental Liability or expense; and (f) there are no underground storage tanks or landfills, surface impoundments or disposal areas located on, no polychlorinated biphenyls ("**PCBs**") or PCB-containing equipment used or stored on, and no hazardous waste as defined by the Resource Conservation and Recovery Act, as amended, stored on, any site owned or operated by the Company, except for the storage of hazardous waste in compliance with Environmental Laws. The Company has made available to Purchaser true and complete copies of all material environmental records, analyses, tests, reports, notifications, certificates of need, permits, pending permit applications, correspondence, engineering studies and environmental studies or assessments.

2.24 Brokers and Finders. Subject to the provisions of Section 6.14 below, neither the Company nor any Seller has any liability or obligation to pay any fees or commissions to any investment banker, broker, finder or agent with respect to the transactions contemplated by this Agreement.

2.25 Compliance with Laws Generally. The Company is not in violation in any material respect of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business as presently conducted or proposed to be conducted or the ownership of its properties, with the sole exception being federal Laws applicable to the sale of marijuana.

2.26 Disclosure. The Company and Sellers have made available to Purchaser all the information reasonably available to the Company and Sellers that Purchaser has requested for deciding whether to acquire the Purchased Shares, including certain of the Company's tax returns and financial statements and true and complete copies of all documents referenced in the Disclosure Schedule. No representation or warranty of any Seller nor the Company contained in this Agreement, as qualified by the Disclosure Schedule, and no certificate furnished or to be furnished to Purchaser at the Closing contains any untrue statement of a material fact or, to the Knowledge of the Company, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

2.27 Related Party Transactions. Except as set forth on Schedule 2.27, there is no Contract or Liability relating to the Company between (a) the Company on the one hand and (b) any equity holder, option holder, officer, member, partner or director of the Company or any Affiliate of any Seller (other than the Company), on the other hand. None of the Persons referred to in clauses (a) or (b) or any Family Member of the foregoing Persons possesses, directly or indirectly, any financial interest in or is a director, officer, manager or employee of any Person which is a client, supplier, customer, lessor, lessee, financial source or competitor or a potential competitor of the Company or its business or has any other commercial or business relationship with the Company. Ownership of securities of a company whose securities are registered under the Securities Exchange Act of 1934, as amended, of two percent (2%) or less of any class of such securities shall not be deemed to be a financial interest for purposes of this Section 2.27.

3. Representations and Warranties of Purchaser and GGB. Purchaser and GGB hereby represent and warrant to Sellers that:

3.1 Existence and Qualification. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, has the requisite power to own, manage, lease and hold its properties and to carry on its business as and where such properties are presently located and such business is presently conducted; and is duly qualified to do business and is in good standing in each of the jurisdictions where the character of its properties or the nature of its business requires it to be so qualified. GGB is a corporation duly organized, validly existing and in good standing under the Laws of the Province of Ontario, and has the requisite power to own, manage, lease and hold its properties and to carry on its business as and where such properties are presently located and such business is presently conducted; and is duly qualified to do business and is in good standing in each of the jurisdictions where the character of its properties or the nature of its business requires it to be so qualified, except where the failure to be so qualified shall not result in a Material Adverse Effect.

3.2 Authorization. Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which Purchaser is a party, when executed and delivered by Purchaser, will constitute valid and legally binding obligations of Purchaser, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies. GGB has full power and authority to enter into the Transaction Agreements to which it is a Party and to issue the Consideration Shares. The Transaction Agreements to which GGB is a party, and the transaction contemplated thereby have been duly authorized by all necessary corporate action of GGB and, when executed and delivered by GGB, will constitute valid and legally binding obligations of GGB, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.3 Legal Proceedings. There is no Legal Proceeding pending or, to Purchaser's Knowledge, currently threatened before any Governmental Authority seeking to restrain Purchaser or prohibit its entry into this Agreement or prohibit the Closing, or seeking damages against Purchaser or its properties as a result of the consummation of this Agreement. There is no Legal Proceeding pending or, to GGB's Knowledge, currently threatened before any Governmental Authority seeking to restrain GGB or prohibit its entry into this Agreement, or prohibit the Closing, or seeking damages against GGB or its properties as a result of the consummation of this Agreement.

3.4 Solvency. Purchaser is solvent for all purposes under federal bankruptcy and applicable state fraudulent transfer and fraudulent conveyance laws, and the transactions contemplated hereby will not render Purchaser insolvent under any of such laws and will not constitute a fraudulent transfer of conveyance under such Laws.

3.5 Consideration Shares. GGB has full power and authority to issue the Consideration Shares and the Note, and the Consideration Shares and any Shares issued in accordance with the conversion provisions of the Note shall be duly authorized, validly issued, fully paid and non-assessable and are not subject to any preemptive or other rights of any person to acquire any securities of GGB.

3.6 Available Funds. Purchaser shall have, as of the Closing Date, a sufficient amount of cash, lines of credit or other sources of immediately available funds to pay the Purchase Price to Sellers and to make all other payments required by it in connection with the transactions contemplated hereunder and to pay all of its related fees and expenses.

3.7 Brokers and Finders. Subject to the provisions of Section 6.14 below, Purchaser has no liability or obligation to pay any fees or commissions to any investment banker, broker, finder or agent with respect to the transactions contemplated by this Agreement.

3.8 Disclosure. No representation or warranty of Purchaser contained in this Agreement, and no certificate furnished or to be furnished to Sellers or the Company at the Closing contains any untrue statement of a material fact or, to the Knowledge of Purchaser, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading under the circumstances under which they were make.

4. Conditions to Purchaser's Obligations at Closing. The obligations of Purchaser to purchase the Purchased Shares at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions, unless otherwise waived in writing by Purchaser:

4.1 Representations and Warranties. The material representations and warranties of the Company and Sellers contained in Section 2 shall be true and correct in all respects as of the Closing.

4.2 Performance. The Company and Sellers shall have performed and complied with all material covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Company and the Sellers on or before such Closing.

4.3 Material Adverse Effect. There shall not have occurred a Material Adverse Effect as to the Company since the Effective Date.

4.4 No Proceedings or Injunctions. There shall be no action, suit, claim, order, or Legal Proceeding pending or threatened in writing, or injunction granted, against any Seller or the Company, their respective properties or any of their respective officers, directors, managers or subsidiaries, restraining or prohibiting the sale of the Purchased Shares or the other transactions contemplated by the terms of this Agreement.

4.5 Qualifications.

(a) All authorizations, approvals or permits, of any Governmental Authority or of any state that are required in connection with transactions contemplated by this Agreement,

including, without limitation, the Government Consents shall be obtained and effective as of such Closing.

(b) Purchaser (and to the extent required, its principal(s)) shall have received notice from the applicable government authority(ies) that it/they passed the Background Check.

4.6 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to Purchaser, and Purchaser (or its counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested. Such documents may include good standing certificates.

4.7 Due Diligence. The Due Diligence Confirmation Period has expired and Purchaser has confirmed in writing to Representative that Purchaser has completed to its full and absolute satisfaction its due diligence review of the Seller Companies or otherwise relating to this transaction.

4.8 Disclosure Schedules. The Disclosure Schedules shall be true and correct as of the Effective Date and the date of Closing.

4.9 Employee Benefit Plans and Insurance Policies. At or before the Closing, the Company shall have terminated, and provided to Purchaser evidence of termination in form and substance reasonably satisfactory to Purchaser of, each of the Employee Benefit Plans listed on Schedule 2.19(a) and each of the insurance policies listed on Schedule 2.21.

4.10 Closing Deliverables of the Company and Sellers. At or before the Closing, the Company, Representative and/or Sellers, as applicable, shall duly execute (where appropriate) and deliver to Purchaser the following, which shall be deemed to be executed simultaneously with the Closing:

(a) the Stock Power executed by each Seller;

(b) the Restrictive Covenant and General Release Agreement executed by each Seller;

(c) a Lease in the form attached hereto as Exhibit D, executed by the landlord set forth therein;

(d) the Security Agreement, executed by Representative;

(e) evidence of receipt of all Consents to consummate the transactions contemplated hereby, each in form and substance reasonably acceptable to Purchaser;

(f) a certificate executed by the secretary or another officer of the Company, dated as of the Closing Date, certifying as to (i) the incumbency of the officers of the Company executing the Transaction Agreements, and (ii) copies of the Company's articles of incorporation, as amended, certified by the Secretary of State of the Florida;

(g) a certificate validly executed by Representative on Sellers' and the Company's behalf, to the effect that, as of the Closing, the conditions to the obligations of Purchaser set forth in Section 4.1; Section 4.2, Section 4.3 and Section 4.4 have been satisfied (unless otherwise waived in accordance with the terms hereof);

(h) an affidavit described in Section 1445(b)(2) and Section 1446(f)(2) of the Code from each Seller in form and substance reasonably satisfactory to Purchaser;

(i) payoff letters or other documentary evidence, in each case, in form and substance satisfactory to Purchaser, with respect to the repayment of all Indebtedness;

(j) evidence satisfactory to Purchaser of the release of all Liens on any of the Purchased Shares or any of the assets or properties of the Company;

(k) a Lock-Up Agreement, executed by each Seller, Seller Affiliate or Person receiving Consideration Shares, as the case may be;

(l) an accredited investor statement from each Person receiving Consideration Shares;

(m) a release agreement in favor of the Company executed by each Terminated Employee in form and substance satisfactory to Purchaser; and

(n) such other documents and/or instruments as may be reasonably requested by Purchaser, in form and substance acceptable to Purchaser.

5. Conditions to Seller's Obligations at Closing. The obligation of Sellers to sell the Purchased Shares to Purchaser at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by Representative:

5.1 Representations and Warranties. The material representations and warranties of Purchaser contained in Section 3 of this Agreement shall be true and correct in all respects as of such Closing.

5.2 No Injunctions. There shall be no injunction granted against Purchaser, its properties or any of its officers, directors, managers or subsidiaries restraining or prohibiting the purchase of the Purchased Shares or the other transactions contemplated by the terms of this Agreement.

5.3 Performance. Purchaser shall have performed and complied with all material covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by Purchaser on or before such Closing.

5.4 Qualifications. All authorizations, approvals or permits, if any, of any Governmental Authority that are required in connection with the transactions contemplated by this Agreement shall be obtained and effective as of the Closing.

5.5 Closing Deliverables of Purchaser. At the Closing, (i) Purchaser and GGB shall deliver to the Sellers the Closing Cash Purchase Price, the Consideration Shares and the Note, and (ii) Purchaser shall duly execute (where appropriate) and deliver to Representative the following, which shall be deemed to be executed simultaneously with the Closing:

(a) the Security Agreement, executed by GGB;

(b) a certificate validly executed by an officer or manager of Purchaser, to the effect that, as of the Closing, the conditions to the obligations of Sellers set forth in Section 5.1, Section 5.2 and Section 5.3 (solely in respect to Purchaser) have been satisfied (unless otherwise waived in accordance with the terms hereof); and

(c) a certificate executed by the secretary or another officer of Purchaser, dated as of the Closing Date, certifying as to (i) the incumbency of the officers of Purchaser executing the Transaction Agreements, and (ii) copies of Purchaser's Certificate of Formation and governing documents, as amended and in effect on the Closing Date, certified by the Secretary of State for the State of Delaware.

6. Pre-Closing Covenants and Other Agreements.

6.1 Government Consents. From and after the Effective Date, the Company and Sellers, shall promptly and diligently prepare, file (after review and approval thereof by Purchaser) and pursue any and all applications, registrations, qualifications, designations, declarations or other filings which, in the opinion of Purchaser, are required for Purchaser and/or the Company to receive all necessary or advisable consents, approvals, orders or authorizations of, or to otherwise comply with the Laws of any Governmental Authority (collectively, "**Government Consents**") with respect to the transactions contemplated by this Agreement, including, but without limitation, Purchaser's acquisition of the ownership interest in the Company and, consequently, its Licenses. From and after the Effective Date, Purchaser shall promptly and diligently prepare, file and pursue any and all applications, registrations, qualifications, designations, declarations or other filings which are required for Purchaser and/or the Company to receive all Government Consents with respect to the transactions contemplated by this Agreement, including, but without limitation, Purchaser's acquisition of the ownership interest in the Company and, consequently, its Licenses, including the MMTC License. In accordance with the provisions of Section 381.986(e)1., Florida Statute and Florida Administrative Code Section 64-4.018, Purchaser shall complete and file Form 048018-OMMU-11/18, Medical Marijuana Change of Ownership Application, and any other applications necessary to effect the transactions contemplated hereunder (the "**Applications**") with the Florida Department of Health, Office of Medical Marijuana Use, or other applicable government agency. Sellers and the Company shall fully cooperate with Purchaser in the filing of the Applications.

6.2 Background Screening. As soon as reasonably practicable, Purchaser shall (and to the extent required, shall cause its principal(s) to) submit to a level 2 background screening in accordance with Section 381.986(9), Florida Statute (the "**Background Check**").

6.3 Due Diligence Requests; Disclosure Schedules.

(a) Sellers shall use commercially reasonable efforts to deliver, or cause to be delivered, all responsive due diligence materials with respect to the Company, including without limitation the MMTC License, as requested in the DD Request List, not later than May 10, 2019.

(b) Prior to the Closing, Representative and the Company shall promptly respond to all supplemental due diligence requests communicated by Purchaser or its counsel in writing, and in no event later than two (2) business days from such request(s) to the extent commercially reasonable. No later than the Effective Date, all Disclosure Schedules of the Company and Sellers shall be delivered to Purchaser in a form satisfactory to Purchaser, which Disclosure Schedules shall be true and correct as of the Effective Date, the date of delivery, and the Closing Date.

6.4 Negative Covenants of the Company. Notwithstanding anything else in this Agreement to the contrary, between the Effective Date and the Closing Date (the "**Pre-Closing Period**"), the Company shall not (and Sellers shall not permit or cause the Company to) do any of the following acts without the prior written consent of Purchaser in its sole discretion:

(a) enter into any debt financing or other loan transaction, whether as a debtor, creditor, guarantor or otherwise;

(b) take any action, or fail to take any action, that would result in the imposition of a Lien on any of the assets of the Company or the issuance by the Florida Department of Health of a notice of deficiency;

(c) propose, authorize, enter into, ratify, amend or modify, any agreement, understanding, instrument, Contract or proposed transaction, or any group or related agreements, understandings, instruments, contracts or proposed transactions, (i) with respect to any service provider or (ii) that involve (individually or in the aggregate, contingent or otherwise) obligations of, or payments to, the Company (x) in excess of Ten Thousand and No/100 Dollars ($10,000.00) annually or over the lifetime of such agreement, understanding, instrument, Contract or proposed transaction, or (y) are outside the ordinary course of business;

(d) enter into any cannabis service provider contracts;

(e) issue any equity interests in the Company (or any options, warrants or other securities, including securities exercisable, exchangeable or convertible into equity interests);

(f) alter or change the rights, preferences or privileges of Company's equity interests;

(g) increase or decrease the number of authorized securities of the Company;

(h) redeem or repurchase any equity interests;

(i) amend the Company's governing documents;

(j) take any action that would restrict, inhibit or adversely affect the ability of the Company to: (i) conduct its business as presently conducted or proposed to be conducted, or

(ii) perform all of its duties and obligations under this Agreement, or (iii) truthfully make any of the representations and warranties set forth in Section 2 as of the Closing;

(k) approve or cause the Company to engage in any consolidation, exchange or merger of the Company with or into any other corporation or other entity or Person, or any other corporate reorganization,

(l) sell, lease or otherwise dispose of any of the assets of the Company, other than inventory in the ordinary course of business;

(m) make or agree to make any capital expenditures or incur any Liabilities that (i) exceed Ten Thousand and No/100 Dollars ($10,000.00) in the aggregate or (ii) are outside the ordinary course of business;

(n) approve, file, consent to or acquiesce in the filing of any bankruptcy or bankruptcy action by the Company, or any assignment for the benefit of the Company's creditors;

(o) authorize or enter into any agreement, transaction or other arrangement between the Company, on one hand, and any member, manager, officer, or Affiliate of the Company, or any family member or Affiliate of any of the foregoing Persons, on the other hand;

(p) declare or make any distributions to any shareholder of the Company;

(q) enter into, approve or amend any employment or consulting agreements;

(r) make any material change to its accounting methods, principals, or practices, except as required by GAAP;

(s) change the Company's ordinary course of cash management practices with respect to the collection of Receivables and payment of payables and other current Liabilities;

(t) adopt any Employee Benefit Plan;

(u) except for normal and customary wages and salaries in the ordinary course of business, pay or approve any compensation or reimbursements payable to any shareholder, director, Affiliates or officers of the Company;

(v) authorize or grant any equity compensation to any Person;

(w) change the number of director of the Company;

(x) approve a name change or conversion of the Company's corporate status;

(y) make or change any material Tax election, adopt or change any Tax accounting method, enter into any closing agreement in respect of Taxes, settle any Tax claim or assessment, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or amend any Tax Return unless a copy of such amendment has been made available for review a reasonable time prior to filing and Purchaser has approved such amendment;

(z) take any action that would restrict, inhibit or adversely affect the Company's ability to maintain in good standing any surety bond, irrevocable letter of credit payable, or cash set aside on behalf of Company in connection with the Licenses as required by and pursuant to Law;

(aa) approve or permit Seller to sell or otherwise transfer, directly or indirectly, any of its equity interests in the Company, or recognize any such sale or transfer as valid, or recognize any transferee in such sale or transfer as a shareholder of the Company;

(bb) require or accept, directly or indirectly, any capital contributions from any shareholder or any other Person;

(cc) dissolve;

(dd) form any subsidiary or joint venture of the Company; or

(ee) request the approval of the Florida Department of Health for any amendments or modifications to its current Licenses, key personnel, or any other amendment or modification to its grant of cultivation authority, including contracts or licenses for products, services or assistance with the cultivation, processing and/or dispensing of marijuana.

Notwithstanding anything to the contrary in this Section 6.4, Purchaser hereby expressly acknowledges and agrees that any and all of the assets of the Company, other than the MMTC License and those assets provided to the Company by Purchaser prior to the Closing, shall be sold, distributed or otherwise transferred by the Company prior to the Closing, and that none of such actions shall be deemed to be in violation of this Section 6.4.

6.5 Affirmative Obligations of the Company. Except as required by the terms of this Agreement or as approved by the prior written consent of Purchaser in its sole discretion, at all times during the Pre-Closing Period, the Company will, to the extent reasonably requested by Purchaser, make its executives, directors and employees available in accordance with Section 6.7 of this Agreement.

6.6 Surety Bond. The Company shall (and Sellers shall cause the Company to), at Purchaser's sole cost and expense, continue to maintain in good standing any and all surety bonds, irrevocable letters of credit payable, or set asides of cash on behalf of Company, in connection with the Licenses as required by and pursuant to Law. The Purchaser shall, at Purchaser's sole cost and expense, continue to maintain in good standing any and all surety bonds, irrevocable letters of credit payable, or set asides of cash on behalf of the Company, in connection with the Licenses as required by and pursuant to Law.

6.7 Due Diligence Assistance. During the Pre-Closing Period, the Company and Sellers agree to promptly provide Purchaser and Purchaser's Advisors (i) all such documentation and information and answer all questions that Purchaser or Purchaser's Advisors may reasonably request regarding the Company and Seller (including, without limitation, regarding its Licenses) to enable Purchaser and Purchaser's Advisors to continue evaluating the suitability and desirability of consummating the transactions contemplated by this Agreement and (ii) upon reasonable advance notice from Purchaser, afford Purchaser and its directors, officers,

employees, agents, consultants and reasonable access during normal business hours to all of its properties, Books and Records, contracts and personnel as Purchaser may reasonably request. Without limiting the generality of the foregoing, the Company and Seller shall promptly and diligently provide Purchaser with documents, information and answers to questions regarding (i) the Licenses, including but not limited to the validity thereof, (ii) the existence of any deficiencies or Liens with respect to the Licenses, (iii) the Company's application for any additional licenses, (iv) the suitability of any real estate upon which the Company conducts or proposes to conduct its business, including, without limitation, the conformance and compliance of such real estate with all applicable state and local Laws, rules, ordinances, codes and regulations.

6.8 Company Meetings. During the Pre-Closing Period, the Company shall invite Purchaser (or its designee(s)) to participate in all meetings of the Company, its directors and/or shareholders, and the Company shall provide Purchaser (and its designee(s)) with all documentation the Company provides to its directors and/or shareholders in connection with any such meeting; *provided, however*, that Purchaser and its designee(s) shall be required to maintain any such documentation or information disclosed at such meetings in confidence, unless required to be disclosed by Law or as otherwise needed to its representatives or legal, accounting or other professionals in connection with this transaction.

6.9 No Other Negotiations. During the Pre-Closing Period, no Seller nor the Company, directly or indirectly, shall pursue, solicit, entertain or otherwise consider or encourage (including by way of furnishing information) any offers, inquiries or negotiations with third parties to enter into any transaction which concerns the subject matter of this Agreement, including without limitation, the purchase and sale of any License, the assets of the Company (except in the ordinary course of business consistent with past practice), the purchase and sale of any ownership interest in or a change of control of any Seller Company (it being understood that Purchaser and its Affiliates shall not be restricted from engaging in any of these activities).

6.10 Press Release. Representative, on the one hand, and Purchaser, on the other hand, shall (a) reasonably consult with each other before issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement, (b) provide to the other for review a copy of any such press release or public statement, (c) not issue any such press release or make any such public statement prior to such consultation and review and the receipt of the prior consent of the other, unless required by applicable Law, and (d) shall in no event disclose the consideration being paid by Purchaser to Sellers for the Shares, to any third party, unless required by applicable Law.

6.11 MMTC License Performance Bond. The Parties acknowledge and agree that Purchaser has posted the Performance Bond. In the event that Purchaser elects to terminate this Agreement, pursuant to Section 8.20(a), Sellers shall (or cause the Company to) replace the Performance Bond previously posted by Purchaser within fifteen (15) business days following the date of termination of this Agreement. Sellers and the Company acknowledge that their failure to replace the Performance Bond shall be treated as a material breach of this Agreement, and shall survive termination.

6.12 Indemnification. Purchaser hereby agrees to indemnify and hold Sellers and the Company harmless from any and all Losses incurred by Sellers or the Company under the

General Agreement of Indemnity entered into with Hudson Insurance Group in connection with procuring the Performance Bond, except to the extent that such Losses arise from or relate to any intentional action or inaction by any of Sellers or the Company.

6.13 Premium. Purchaser hereby agrees to be solely liable for any and all premiums due with respect to the Performance Bond.

6.14 Brokerage Fees. The Parties acknowledge and agree that no brokerage fees are due with respect to the transactions contemplated under this Letter. Notwithstanding the foregoing, any brokerage fees relating in any way to the transactions contemplated hereunder shall be the sole responsibility and obligation of Purchaser; provided, however, that such brokerage fees pertain to no more than one (1) claim of right to such fees.

7. At-Closing and Post-Closing Covenants and Other Agreements.

7.1 Indemnification. The indemnification provisions in this Section 7.1 shall be in addition to any indemnification otherwise provided for in this Agreement or available at Law.

(a) Subject to the provisions of this Section 7, Sellers, jointly and severally, agree to indemnify, defend and hold harmless Purchaser and, following the Closing, the Company, and their respective Affiliates, partners, officers, directors, members, managers, employees, agents and representatives (collectively, "**Purchaser Indemnitees**") from and against any and all Losses (as defined in Section 7.4 below) arising out of or otherwise associated with:

(i) any breach or inaccuracy of any representation or warranty of the Company or any Seller contained in the Transaction Agreements;

(ii) any breach or nonfulfillment of any covenant, agreement or other obligation of the Company, any Seller, or Representative under the Transaction Agreements;

(iii) any Pre-Closing Taxes;

(iv) any matter or conduct related to the Company that occurred prior to the Closing; and

(v) any acts or omissions of the Company or any Seller, whether previously or hereinafter occurring through Closing, involving the business, finances or operations (including contemplated) of the Company.

(b) Subject to the provisions of this Section 7, Purchaser agrees to indemnify, defend and hold harmless the Sellers and, prior to the Closing, the Company, and their Affiliates, partners, officers, directors, members, managers, employees, agents and representatives (the "**Seller Indemnities**") from and against any and all Losses arising out of or otherwise associated with:

(i) any breach or inaccuracy of any representation or warranty of Purchaser contained in the Transaction Agreements;

(ii) any breach or nonfulfillment of any covenant, agreement or other obligation of Purchaser under the Transaction Agreements; and

(iii) any matter or conduct of the Company or Purchaser that occurs after the Closing.

7.2 Survival. All the representations and warranties contained in this Agreement shall survive the Closing for a period of two (2) years, at which time such representations and warranties and any cause of action or indemnification claim based thereon will terminate. Notwithstanding the foregoing, the representations and warranties set forth in (i) Section 2.1, (ii) Section 2.2(a), (iii) Section 2.3, (iv) Section 2.4, (v) Section 2.5, (vi) Section 2.22, (vii) Section 2.24, and (viii) Section 2.27 (collectively, the "**Fundamental Representations**") shall survive indefinitely. All covenants and agreements contained in this Agreement shall survive the Closing Date in accordance with their terms. Notwithstanding the foregoing to the contrary, no time limit shall apply for indemnification or other actions arising from fraud, willful misconduct or intentional misrepresentation.

7.3 Certain Limitations on Indemnification Obligations.

(a) The aggregate amount of Losses for which the Sellers and the Company collectively shall be liable to the Purchaser Indemnities for indemnification payments under Section 7.1(a)(i) above shall not exceed an amount equal to the Purchase Price received by Sellers (the "**Cap**"). Notwithstanding the foregoing, the Cap shall not apply to indemnification claims by the Purchaser Indemnities under any of the Fundamental Representations or any claims based upon fraud, willful misconduct or intentional misrepresentation by the Sellers or the Company, in each case with respect to which the Purchaser Indemnities shall be entitled to receive indemnification for all Losses from the Sellers and, if prior to the Closing, the Company, on a joint and several basis.

(b) The aggregate amount of Losses for which Purchaser shall be liable to the Seller Indemnities for indemnification payments under Section 7.1(b)(i) above shall not exceed the Cap. Notwithstanding the foregoing, the Cap shall not apply to indemnification claims by the Seller Indemnities based upon the fraud, willful misconduct or intentional misrepresentation of the Purchaser, in each case with respect to which the Seller Indemnities shall be entitled to receive indemnification for all Losses.

(c) Purchaser Indemnitees shall not be entitled to indemnification for any Losses under Section 7.1(a)(i) above until the aggregate amount of all Losses incurred by the Purchaser Indemnitees exceeds $250,000.00 (the "**Threshold Amount**"), in which case the Purchaser Indemnitees shall be entitled to indemnification for all Losses.

(d) Seller Indemnitees shall not be entitled to indemnification for any Losses under Section 7.1(b)(i) until the aggregate amount of all Losses incurred by the Seller Indemnitees exceeds an amount equal to the Threshold Amount, in which case the Seller Indemnitees shall be entitled to indemnification for all Losses.

(e) The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or

deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its representatives) or by reason of the fact that the Indemnified Party or any of its representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition hereunder.

7.4 Losses.

(a) As used herein, the term "**Losses**" refers to any loss, damage, deficiency, claim, cause of action, settlement, judgment, assessment, lien, demand, award, fine, penalty, Taxes, fee, deficiency, cost or expense (including reasonable attorney's fees associated therewith) of any nature incurred or suffered based on a breach of (or non-compliance with) any of the representations, warranties, covenants or obligations set forth herein, excluding consequential, indirect, incidental, special, exemplary or punitive losses, losses based on a diminution in value or losses based upon application of a multiple or lost profits, unless such losses are contained in a Third Party Claim (or judgment or settlement related thereto).

(b) The amount of any Losses for which indemnification is payable under this Section 7 shall be calculated net of any amounts actually recovered by the Seller Indemnities or Purchaser Indemnities, as the case may be, for such Losses under any applicable third party insurance policies (excluding self-insurance arrangements) or from any third party alleged to be responsible therefor, less the costs and expenses incurred by the Seller Indemnities or Purchaser Indemnities, as the case may be, to collect any such insurance proceeds or other amounts (including reasonable attorneys' fees and expenses and, in the case of insurance proceeds, any deductibles, co-payments or self-insured retentions, any increases in premium or any retroactive premium adjustments directly related to obtaining such insurance proceeds), it being agreed and understood that none of the Seller Indemnities or Purchaser Indemnities, as the case may be, shall have any obligation to seek recovery under any insurance policy prior to making any claim for indemnification hereunder.

(c) If the Party or Parties being indemnified under this Section 7 (the "**Indemnified Party**") receives any amounts under applicable third party insurance policies, or from any other third party alleged to be responsible for any Losses, subsequent to receiving an indemnification payment from such Party indemnifying the Indemnified Party hereunder (the "**Indemnifying Party**"), then the Indemnified Party shall promptly reimburse the Indemnifying Party for any such indemnification payment up to the amount received by the Indemnified Party from such insurance policies or other third party, net of any costs and expenses incurred by the Indemnified Party in collecting any such insurance proceeds or other amounts (including reasonable attorneys' fees and expenses and, in the case of insurance proceeds, any deductibles, co-payments or self-insured retentions, any increases in premium or any retroactive premium adjustments directly related to obtaining such insurance proceeds).

7.5 Tax Treatment. Unless otherwise required by applicable law, all indemnification payments will constitute adjustments to the Purchase Price for all Tax purposes, and no party will take any position inconsistent with such characterization.

7.6 Set-off; Ordering Rules. If any Purchaser Indemnitee incurs any Losses pursuant to Section 7.1(a) prior to the payment in full of the balance under the Note, Purchaser

Indemnitees shall first set-off such Losses against the balance under the Note due to Representative and/or the Sellers prior to seeking indemnification from the Sellers, subject in each case to the limitations set forth in this Section 7.

7.7 Exclusive Remedies. EXCEPT AS MAY BE EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT, THE REMEDIES PROVIDED IN THIS SECTION 7 SHALL BE THE EXCLUSIVE MONETARY REMEDIES OF THE PARTIES AND THEIR HEIRS, SUCCESSORS AND ASSIGNS AFTER THE CLOSING WITH RESPECT TO THIS AGREEMENT, EXCEPT FOR (A) ACTIONS FOR SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF OR OTHER EQUITABLE RELIEF, AND (B) CLAIMS FOR FRAUD, INTENTIONAL MISREPRESENTATION, OR WILLFUL MISCONDUCT, IN WHICH CASE THE OTHER PARTY(IES) SHALL HAVE ALL RIGHTS AND REMEDIES AVAILABLE TO THEM UNDER THIS AGREEMENT AND AVAILABLE AT LAW OR IN EQUITY.

7.8 Closing Documents. At the Closing, the Company, Sellers, and/or Representative, as applicable, agree to deliver and/or provide all the documents or instruments identified in Section 4.10.

7.9 Post-Closing Employment Matters. From and after the Closing, the Company shall not be required to continue employing any Persons employed by the Company as of the date of Closing.

7.10 Satisfaction of Insider Debt. As of the Closing, all insider debt of the Company (i.e., any loan payable or other Indebtedness owed by the Company to a shareholder or any of its respective Affiliates) shall have been satisfied in full at Closing without any obligation or Liability to Purchaser. The Company, Sellers and Representative hereby agree to do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the Purchaser may reasonably request in order to carry out the intent and accomplish the purposes of this Section 7.10.

7.11 Retirement of Other Indebtedness. At Closing, the Company, Sellers and/or Representative shall cause, on terms and conditions reasonably acceptable to Purchaser, all outstanding Indebtedness of the Company, including, without limitation, any insider debt, to be fully paid-off and retired out of the Purchase Price. Simultaneously with the Closing, the Company shall, or shall have filed, all contracts, instruments, certificates and other documents, in form and substance reasonably satisfactory to Purchaser, that are necessary or appropriate to effect the release of all Liens related to the Indebtedness or otherwise required to be released by Purchaser.

7.12 Tax Returns. Sellers shall prepare, or cause to be prepared, and shall timely file, or cause to be timely filed, all Tax Returns of or with respect to the Company that are required to be filed after the Closing Date for Pre-Closing Tax Periods. All such Tax Returns for Pre-Closing Tax Periods shall be provided to Purchaser for its review and comment prior to filing. All Pre-Closing Taxes shall be paid by Sellers. Purchaser shall prepare, or cause to be prepared, and shall timely file, or cause to be timely filed, all Tax Returns due after the Closing Date that involve Straddle Periods or Post-Closing Tax Periods. All Tax Returns for Straddle Periods shall be provided to Representative for his review and comment prior to filing. All Post-Closing Taxes shall be paid by Purchaser. All transfer, documentary, sales, use, stamp, value added, goods and

services, excise, registration and other similar taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement ("**Transfer Taxes**") shall be borne fifty percent (50%) by Sellers and fifty percent (50%) by Purchaser, regardless of which party is responsible for the payment of such Transfer Taxes. The Party required by applicable Law to do so shall timely prepare, or cause to be prepared, and file, or cause to be filed, all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges, and if required by Law, the other Party will and will cause its affiliates to, join in the execution of any such Tax Returns and other documentation. Each Party shall cooperate in providing any certificates or other documents required to reduce the Transfer Taxes.

8. Miscellaneous.

8.1 Confidentiality. Unless otherwise expressly set forth elsewhere herein, each Party agrees to keep the terms and conditions of this Agreement, and any confidential information that such Party receives from any other Party hereto as a result of this Agreement, strictly confidential, with only the six (6) following exceptions: (i) as disclosure may be required by Law, regulation or to enforce the terms of this Agreement; (ii) to secure tax, financial or legal advice from a professional tax consultant, financial advisor, accountant, banking officer or attorney; (iii) in the event that a Party sues on this Agreement or otherwise requires this Agreement to defend itself in a lawsuit, that Party may disclose this Agreement to and/or file it with the Court; (iv) this Agreement may be disclosed by a Party to its own spouse, members, managers, directors, insurance agents, insurance brokers, insurers, attorneys and advisors who need to know and agree to be bound by the confidentiality provisions herein (with such disclosing Party bearing all Liability for any such disclosure by any such Person); (v) any Party may disclose the existence of this Agreement to any Person, but not its terms; and (vi) this Agreement and any confidential information may otherwise be disclosed to any Person with the written consent of all Parties hereto (as it pertains to this Agreement) and the disclosing Party(ies) (as it pertains to confidential information). In the case of a legal, quasi-legal, agency, or executive investigation or action, each of the Parties agrees to notify the other Parties within a reasonable amount of time (but no later than fourteen (14) days (or fewer days, if warranted under the circumstances)) if they receive notice of an order, request, or action from any person, entity, court, administrative body, or governmental entity requesting or requiring the production or disclosure of any document or information subject to confidentiality pursuant to this Section 8.1, so that an affected Party may appear and oppose such order, request, or action.

8.2 Costs and Expenses. Each of Party to this Agreement shall bear his or its own Transaction Expenses; *provided, however*, that Seller shall be responsible for and shall discharge all Company Transaction Expenses.

8.3 No Invalidity due to Federal Law. The Parties agree and acknowledge that this Agreement may not be terminated or challenged as illegal by any of them on account of any federal Law that prohibits the cultivation, processing, or sale of marijuana.

8.4 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. This Agreement may not be assigned by any party except with the prior written consent of the

other parties hereto; provided, however, that Purchaser may assign this Agreement to its Affiliate, so long as Purchaser remains liable for its obligations hereunder. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns or the indemnified parties in Section 7 any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.5 Governing Law. This Agreement shall be governed by the internal Law of the State of Florida, without regard to conflict of Law principles.

8.6 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature) or other commonly recognized transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.7 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt, in each case to the intended recipient as set forth below:

| | |
|---|---|
| if to the Company (prior to Closing) or Sellers: | Spring Oaks Greenhouses, Inc.<br>17232 Lake Street<br>Umatilla, Florida 32784<br>Attn: Stanley W. Harris<br>Email: haloh20@embarqmail.com<br><br>with a copy (which will not constitute notice) to:<br><br>Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.<br>420 S. Orange Avenue, Suite 700<br>Orlando, Florida 32801<br>Attn: Stephen R. Looney<br>Email: SLooney@deanmead.com |
| if to Purchaser or GGB: | Green Growth Brands, Inc.<br>4300 E. Fifth Avenue |

Columbus, Ohio 43219
Attn: Peter Horvath
Kent Kiffner
Email: PHorvath@greengrowthbrands.com
KKiffner@greengrowthbrands.com

with a copy (which will not constitute notice) to:

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, Florida 33131
Attn: Ari Gerstin
Sean Coyle
Email: Ari.Gerstin@akerman.com
Sean.Coyle@akerman.com

8.9 Tax Liabilities. Each Party shall be solely responsible for reporting and discharging its own Tax liabilities and other obligations that such Party may incur as a result of the Transactions Agreements and the transactions contemplated thereby, except as is expressly provided otherwise in any Transaction Agreement.

8.10 Fees and Expenses. Each Party shall pay its own attorneys' fees and expenses incurred in connection with the negotiation, preparation and execution of the Transaction Agreements and the consummation of the transactions contemplated thereby (it being understood that Seller's and the Company's attorneys' fees and such other expenses in connection with the Transaction Agreements shall be paid separately by Sellers or by Representative at Closing or out of the Purchase Price.

8.11 Attorneys' Fees. In any proceeding arising out of or relating to the Transaction Agreements, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, costs and necessary disbursements from the losing Party(ies).

8.12 Amendments and Waivers. This Agreement may be amended or terminated, and any provision hereof may be waived, only with the written consent of Purchaser and Company. Any purported amendment or waiver effected in violation of this Section 8.12 shall be void and no effect.

8.13 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

8.14 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any

waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by Law or otherwise afforded to any party, shall be cumulative and not alternative.

8.15 Entire Agreement. This Agreement (including the Exhibits hereto) and the other Transaction Agreements, if any, constitute the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly canceled.

8.16 Dispute Resolution. The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts located in Orlando, Florida (the "**Exclusive Venues**") for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Exclusive Venues, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

8.17 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING FRAUD IN THE INDUCEMENT AND NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION 8.17 HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

8.18 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against any Party.

8.19 Remedies. Subject to the provisions of Section 8.20, in addition to being entitled to exercise all rights provided herein or granted by Law, including recovery of damages, the Parties will be entitled to specific performance under this Agreement. Subject to the provisions of Section 8.20, the Parties agree that monetary damages may not be adequate compensation for

any loss incurred by reason of any breach of this Agreement and hereby agree to waive in any action for specific performance of any such obligation the defense that a remedy at Law would be adequate.

8.20 Termination.

(a) Right of Termination. This Agreement (and the transactions contemplated herein) may be terminated prior to or at Closing only:

(i) by mutual written consent of the Sellers, Company, GGB, and Purchaser;

(ii) by Purchaser, if the Company or a Seller has breached any material representation or warranty contained in this Agreement, or has failed to perform or satisfy any material covenant or other agreement contained in this Agreement, which breach or failure to perform or satisfy (if capable of being cured) is not cured within ten (10) days after Purchaser has provided notice in writing of its intention to terminate this Agreement and a reasonably detailed description of the alleged breach, or if the Company experiences a Company Material Adverse Effect;

(iii) by Company, if Purchaser has breached a material representation or warranty, or has failed to perform or satisfy any material covenant or other agreement contained in this Agreement, which breach or failure to perform or satisfy (if capable of being cured) is not cured within ten (10) days after Seller has provided notice in writing of its intention to terminate this Agreement and a reasonably detailed description of the alleged breach;

(iv) by Purchaser, if the Government Consents, as set forth in Section 6.1 of this Agreement and Schedule 2.5 of the Disclosure Schedule, are not acquired prior to Closing (it being understood that failure to receive Government Consents for this transaction by December 31, 2019 (the "**Kick Out Date**") shall be deemed a failure to acquire such Government Consents prior to Closing) or if Purchaser (or any of its owners, officers, board members and managers, as applicable) fails to pass the Background Check or if any Governmental Authority has enacted, promulgated, issued or enforced any statute, rule, regulation, decree, administrative action, order, injunction or restraint having the effect of: making the operations of the Company's business after Closing illegal; temporarily or permanently suspending, revoking or refusing to renew or materially restricting or limiting the any of the Company's Licenses; or preventing the consummation of this transaction;

(v) by Purchaser, upon the loss, revocation, or suspension of the MMTC License prior to the Closing; or

(vi) without limitation to Purchaser's rights under item (ii) above, by Purchaser, for any reason whatsoever prior to the expiration of the Due Diligence Confirmation Period, upon written notice to the other Parties hereto.

(b) Effect of Termination. Any valid termination of this Agreement pursuant to Section 8.20(a) will be effective immediately upon the delivery of written notice by the terminating Party to the other Party, except for the mutual written consent of Company and Purchaser as

provided in Section 8.20(a). If this Agreement is terminated pursuant to Section 8.20(a), then, except as otherwise provided herein, Section 8 and this Section 8.20(a) which shall remain in full force and effect and survive any termination of this Agreement and the Transaction Agreements, all further obligations of the Parties under this Agreement and the Transaction Agreements will terminate and become void and of no further force and effect and there shall be no further Liability or obligation on the part of any Party under this Agreement or the Transaction Agreements; *provided, however:*

(i) if this Agreement is terminated by Purchaser or Company pursuant to Section 8.20(a)(ii) or Section 8.20(a)(iii), then the terminating Party's right to pursue all remedies will survive such termination unimpaired and such terminating Party may seek any and all remedies available to it under this Agreement and the other Transaction Agreements, in Law, equity or otherwise, including, without limitation, for damages and specific performance;

(ii) if this Agreement is terminated pursuant to Section 8.20(a)(ii), Purchaser shall be entitled to immediately receive a refund of the Deposit;

(iii) If this Agreement is terminated pursuant to Section 8.20(a)(i) (unless otherwise mutually agreed by the Company and Purchaser in writing), or by Purchaser pursuant to Section 8.20(a)(iv) (unless the Government Consents are not obtained before Closing and/or the Background Check is not passed by Purchaser prior to Closing by reason of any bad faith action or inaction of Purchaser), or pursuant to Section 8.20(a)(v) (unless the loss, revocation or suspension of the MMTC License is attributable to the bad faith action or inaction of Purchaser), Purchaser shall be entitled to immediately receive a refund of the Second Deposit and the Company shall be entitled to retain the Initial Deposit;

(iv) if this Agreement is terminated pursuant to Section 8.20(a)(iii), pursuant to Section 8.20(a)(iv) if the Government Consents and/or Background Check are not obtained or passed before Closing by reason of any bad faith action or inaction of Purchaser, pursuant to Section 8.20(a)(v) if the loss, revocation or suspension of the MMTC License is attributable to the bad faith action or inaction of Purchaser, or pursuant to Section 8.20(a)(vi), Sellers and/or the Company shall have the right to retain the Deposit, and which shall, notwithstanding any provisions contained herein to the contrary, be the sole and exclusive remedy of the Company, Sellers, and any of their respective Affiliates, members, managers, partners, shareholders, directors, representatives and/or assignees (with no further liability on the part of the Purchaser, GGB or any of their Affiliates) in respect of this Agreement or any Transaction Agreement and the transactions contemplated hereby or thereby or any matters forming the basis of such termination.

8.21 Legal Representation. It is acknowledged and agreed that the Parties and/or their agent(s) and attorneys have jointly participated in the preparation and negotiation of this Agreement. The Parties acknowledge and agree that they are each sophisticated business parties and have at all times had access to an attorney in negotiations of the terms of and in the preparation and execution of this Agreement. The Parties acknowledge and agree that all terms of this Agreement were negotiated at arms-length, and this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the Parties upon the others.

8.22 Time is of the Essence. Time is of the essence with respect to each Party's performance of its obligations under this Agreement.

8.23 Appointment of Representative.

(a) Each Seller and the Company irrevocably constitutes and appoints Stanley W. Harris as the Representative, with full and unqualified power to delegate to one or more Persons the authority granted to it hereunder, to act as such Person's true and lawful attorney-in-fact and agent, with full power of substitution, and authorizes the Representative acting for such Person and in such Person's name, place and stead, in any and all capacities to do and perform every act and thing required or permitted to be done in connection with the transactions contemplated by this Agreement and the other Transaction Agreements, as fully to all intents and purposes as such Person might or could do in person, including:

(i) to determine the time and place of Closing, to determine whether the conditions to effect the Closing set forth in Section 5 have been satisfied (or to waive such conditions);

(ii) to take any and all action on behalf of such Sellers and the Company from time to time as Representative may deem necessary or desirable to fulfill the interests and purposes of this Agreement and the other Transaction Agreements and to engage agents and representatives (including accountants and legal counsel) to assist in connection therewith, including the delivery of the Purchased Shares and Stock Powers to Purchaser as contemplated hereby;

(iii) to negotiate, execute and deliver any amendments to and terminations of this Agreement and the other Transaction Agreements and to prepare any modification to the Disclosure Schedule;

(iv) to give such orders and instructions as Representative in his sole discretion shall determine with respect to this Agreement and the other Transaction Agreements and the transactions contemplated hereby and thereby;

(v) to retain a portion of the Purchase Price for payment of expenses relating to the transactions or the obligations of the Sellers and the Company, Representative, or any such Seller or Company arising under or in connection with this Agreement and maintain a reserve for a period of time in connection with the payment of such expenses or obligations, and to incur and pay such expenses and obligations out of such reserve as Representative deems appropriate in his sole discretion;

(vi) to take all actions necessary to handle and resolve claims by or against Purchaser for indemnification by such Sellers under this Agreement;

(vii) to take all actions necessary to handle and resolve any adjustment to the Purchase Price under this Agreement;

(viii) to retain and to pay legal counsel and other professionals in connection with any and all matters referred to herein or relating hereto or any other Transaction

Agreements (which counsel or other professionals may, but need not, be counsel or other professionals engaged by the Company);

(ix) to make, acknowledge, verify and file on behalf of any such Seller applications, consents to service of process and such other documents, undertakings or reports as may be required by Law as determined by Representative in his sole discretion after consultation with counsel; and

(x) to make, exchange, acknowledge, deliver, amend and terminate all such other contracts, powers of attorney, orders, receipts, notices, requests, instructions, certificates, letters and other writings, and in general to do all things and to take all actions, that Representative in his sole discretion may consider necessary or proper in connection with or to carry out the aforesaid, as fully as could such Sellers or the Company if personally present and acting.

(b) Each of such Sellers and the Company hereby irrevocably grants unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing necessary or desirable to be done in connection with the matters described above, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that Representative may lawfully do or cause to be done by virtue hereof. Each of such Sellers and the Company further agrees not to take any action inconsistent with the terms of this Section 8 or with the actions (or decisions not to act) of Representative hereunder, and in any case shall not take any action or other position under this Agreement without the consent of Representative. To the extent of any inconsistency between the actions (or decisions not to act) of Representative and of any such Seller or the Company hereunder, the actions (or decisions not to act) of Representative shall control. EACH SUCH SELLER AND THE COMPANY ACKNOWLEDGES THAT IT IS HIS OR ITS EXPRESS INTENTION TO HEREBY GRANT A DURABLE POWER OF ATTORNEY UNTO REPRESENTATIVE AND THAT THIS DURABLE POWER OF ATTORNEY IS NOT AFFECTED BY SUBSEQUENT INCAPACITY OF SUCH SELLER OR SELLER COMPANY. Each of such Sellers and the Company further acknowledges and agrees that upon execution of this Agreement, any delivery by Representative of any waiver, amendment, agreement, opinion, certificate or other documents executed by Representative pursuant to this Section 8, such Seller and the Company shall be bound by such documents as fully as if such Seller and the Company had executed and delivered such documents, and any action (or decision not to act) taken or otherwise implemented by Representative under this Agreement shall be binding upon all Sellers and the Company.

(c) Actions of the Representative. Each Seller and the Company agrees that Purchaser shall be entitled to rely on any action taken by Representative, on behalf of Sellers and the Company pursuant to Section 8.23(a) above (each, an "**Authorized Action**"), and that each Authorized Action shall be binding on each such Seller and the Company as fully as if such Person had taken such Authorized Action. Each Seller and the Company acknowledges and agrees that any payment made by Purchaser on behalf of such Seller and the Company to Representative pursuant to this Agreement shall constitute full and complete payment to such Seller and the Company and Purchaser shall have no further Liability therefor. No Seller or the Company shall bring, and each Seller and the Company hereby waives any right to bring, any Legal Proceeding against Purchaser as a result of any actions or inactions of Representative.

(d) Risk and Liability. Any indemnity, liability, payment, or other requirements (collectively "**Risk**") assumed by Representative in this Agreement shall be assumed by and apply to each of the Sellers individually. Each of the Sellers agree that should any Risk arise, then the Sellers will equally contribute resources and time to mitigating or resolving the Risk. Each of the Sellers explicitly agree to indemnify and hold Representative harmless for any Risk brought against the Representative arising out of or relating to this transaction, except for actions where the Representative has engaged in gross negligence.

(e) Death or Disability of the Representative. In the event of the death or permanent disability of Representative, or his resignation, a successor Representative shall be appointed by a majority vote of the holders of issued and outstanding equity interests of the Company immediately prior to the Closing, with each such holder (or such holder's successors or assigns) to be given a vote equal to the number of votes represented by the percentage of the Company's outstanding equity interests held by such holder immediately prior to the Closing, and in that event the appointment shall be binding upon all the Sellers and all the Seller Companies.

(f) Deposit. Each Seller and his spouse, if applicable, shall, simultaneous with the execution of this Agreement, deposit his, her or its equity interests of the Company (together with an executed Stock Power executed in blank) with Representative for delivery by Representative to Purchaser at the Closing.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed this Share Purchase Agreement as of the date first written above.

**COMPANY:**

SPRING OAKS GREENHOUSES, INC.

By: [redacted]
Stanley W. Harris, President

**REPRESENTATIVE**

By: [redacted]
Stanley W. Harris

**SELLERS:**

APPLICABLE CREDIT (UNIFIED CREDIT) TRUST – TRUST A CREATED UNDER THE DOROTHY I. HARRIS FAMILY TRUST DATED DECEMBER 21, 2004, STANLEY W. HARRIS, CURRENT BENEFICIARY, TRUST S

By: [redacted]
Stanley W. Harris, Trustee

STANLEY W. HARRIS FAMILY TRUST

By: [redacted]
Stanley W. Harris, Trustee

**IN WITNESS WHEREOF**, the parties have executed this Share Purchase Agreement as of the date first written above.

**PURCHASER:**

GGB FLORIDA LLC

[redacted]

By: _ _____
Name: Peter Horvath
Title: President

**IN WITNESS WHEREOF**, the parties have executed this Share Purchase Agreement as of the date first written above.

**GGB:**

Green Growth Brands Inc.

By: [redacted]
Name: Peter Horvath
Title: Chief Executive Officer

# SCHEDULE 1

LIST OF SELLERS

| Name of Seller |
| --- |
| Stanley W. Harris, as Trustee of the Stanley W. Harris Family Trust, dated December 21, 2004 |
| Stanley W. Harris, as Trustee of Applicable Credit Trust A, created under the Dorthy Harris Family Trust, Trust S |

**EXHIBIT A**

STOCK POWER

**SPRING OAKS GREENHOUSES, INC.**

**FOR VALUE RECEIVED,** the sufficiency of which is hereby acknowledged, **[NAME],** a Florida [resident] ("Assignor"), does hereby sell, transfer and assign, free and clear of all liens, unto the **GGB FLORIDA LLC**, a Delaware limited liability company ("Assignee"), [•] shares of common stock of SPRING OAKS GREENHOUSES, INC., a Florida corporation (the "Company"), standing in Assignor's name on the books of the Company, and does hereby irrevocably constitute and appoint any officer of the Company as its agent and attorney-in-fact to transfer such shares on the books of the Company with full power of substitution in the premises.

Dated as of: [•], 2019

**ASSIGNOR:**

_____

[NAME]

# **EXHIBIT B**

RESTRICTIVE COVENANT AND GENERAL RELEASE AGREEMENT

# RESTRICTIVE COVENANT AND GENERAL RELEASE AGREEMENT

THIS RESTRICTIVE COVENANT AND GENERAL RELEASE AGREEMENT (this "Agreement"), dated as of _____ ___, 2019, is made by and among the following (each, a "Party", and collectively, the "Parties"): [•], [•], and [•] (collectively, the "Restricted Parties" and each individually, a "Restricted Party"), and GGB Florida, LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

## RECITALS

**WHEREAS**, the Parties, among others, have previously entered into that certain Share Purchase Agreement, dated June 3, 2019 (the "Purchase Agreement"), pursuant to which, among other things, Purchaser is acquiring from Sellers the Purchased Shares, and ultimately acquiring all of the issued and outstanding shares of capital stock of Spring Oaks Greenhouses, Inc., a Florida corporation (the "Company");

**WHEREAS**, each Restricted Party is, directly or indirectly, a significant equity holder of the Company and will receive substantial consideration from Purchaser as a result of the transactions contemplated by the Purchase Agreement (the "Transactions"), and agrees to be bound by the terms and conditions set forth herein;

**WHEREAS**, the Restricted Parties possess certain knowledge and proprietary information with respect to the Company and its business, which, if disclosed or made available to competitors of Purchaser or its Affiliates (which Affiliates include, following the Closing, the Company) (collectively, the "Purchaser Entities" and each individually, a "Purchaser Entity"), would be detrimental to the Purchaser Entities, and the Restricted Parties have been substantially responsible for the creation of the goodwill inherent in the business of the Company; and

**WHEREAS**, as a condition to Purchaser entering into the Purchase Agreement, the Restricted Parties have agreed to enter into this Agreement.

**NOW THEREFORE**, for and in consideration of the foregoing and the premises hereinafter set forth, and other good and valuable consideration, the Parties agree as follows:

SECTION 1. Restrictive Covenants.

(a) The Restricted Parties acknowledge and agree that in order to protect the legitimate business interests of the Purchaser Entities, it is necessary that the Restricted Parties agree to the restrictive covenants set forth in this Section 1.

(b) The Restricted Parties hereby agree that from and after the date hereof until the date that is five (5) years after the date hereof (the "Restricted Period"), none of the Restricted Parties shall, directly or indirectly, enter into the employment of, render any services to, engage, manage, operate, join, or own, lend money or otherwise offer other assistance to or participate in or be connected with, as an officer, director, member, manager, employee, principal, agent, creditor,

proprietor, representative, stockholder, partner, associate, consultant, sole proprietor or otherwise, any Person that, directly or indirectly, is engaged in the cultivation, processing, or dispensing of cannabis (the "Business") anywhere in North America (the "Restricted Area"); provided, that, for these purposes, a Restricted Party's ownership of securities of the Company, a Purchaser Entity, including but not limited to Purchaser, or of two percent (2%) of any class of securities of a public company, so long as no Restricted Party is an officer, director, employee or consultant of any such public company, shall not be deemed to violate this Section 1(b). During the Restricted Period and thereafter, none of the Restricted Parties shall, directly or indirectly, use any name which is similar to any corporate name of, or any trade name, service mark, trademark, logo or insignia used by any Purchaser Entity, other than in furtherance of the Purchaser Entities' business or as otherwise agreed in writing by the applicable Purchaser Entity.

(c) During the Restricted Period, neither of the Restricted Parties shall, directly or indirectly, whether for his or its own account or for the account of any other Person, solicit, attempt to solicit, endeavor to entice away from any Purchaser Entity, attempt to hire, attempt to attract business from or otherwise interfere with (whether by reason of cancellation, withdrawal, modification of relationship or otherwise) any actual relationship of any Purchaser Entity with any Person (i) who is or was within the prior twelve (12) months employed by or otherwise engaged to perform services for Purchaser or the Company related to the Business, including, but not limited to, any independent contractor or representative, or (ii) who is or was within the prior twelve (12) months an actual vendor, customer, or client of Purchaser Entity (or other Person with which Purchaser Entity had an actual relationship), in the case of any of the foregoing, in the context of the Business, except as otherwise agreed by a Purchaser Entity in writing; provided, that, for these purposes, a Restricted Party's or any of that Restricted Parties' Affiliates' retention of, engagement of or work with any attorney or law firm with whom such Restricted Party or Affiliate (which for purposes of this clause, includes the Company) retained, engaged or worked with prior to the Closing, shall not be deemed to violate this Section 1(c). For purposes of clarification, the parties acknowledge and agree that the Restricted Parties may continue to engage in the nursery business in which the Company was previously engaged, and that the conduct of such nursery business shall not constitute a violation of this Section 1, provided, in any case, that such nursery business is not directly or indirectly engaged or otherwise involved in the Business within the Restricted Area.

(d) Each Restricted Party agrees that he or it will never, directly or indirectly, make or publish, or encourage, solicit, or incite any third party to make or publish any statement or communication which is false or disparaging with respect to any Purchaser Entity and/or such Purchaser Entity's direct or indirect shareholders, officers, directors, members, managers, partners, employees or agents, unless such statement or communication is made truthfully in response to a subpoena or other former legal process. Purchaser similarly agrees that neither it, nor any of its officers, employees, members, managers, parents or representatives will ever, directly or indirectly, make or publish, or encourage, solicit, or incite any third party to make or publish any statement or communication which is false or disparaging with respect to any Restricted Party, unless such statement or communication is made truthfully in response to a subpoena or other form of legal process.

(e) During the Restricted Period, the Restricted Parties acknowledge and agree that the Confidential Information (as defined below) is a valuable, special, sensitive and unique asset of the Business of the Purchaser Entities, the continued confidentiality of which is essential to the continuation of its Business, and the improper disclosure or use of which could severely and irreparably damage the Purchaser Entities. The Restricted Parties agree, each for and on behalf of himself, or itself, their legal representatives and successors and assigns that all Confidential Information is the property of the Purchaser Entities (and not of a Restricted Party). The Restricted Parties further agree that each (i) will continue to keep all Confidential Information strictly confidential and not disclose the Confidential Information to any other Person and (ii) shall not, directly or indirectly, disclose, communicate or divulge to any Person, or use or cause or authorize any Person to use any Confidential Information, other than in furtherance of the Purchaser Entities' Business or as otherwise agreed by a Purchaser Entity in writing. "Confidential Information" means all information, data and items relating to any Purchaser Entity (or any such Purchaser Entity's customers) which is valuable, confidential or proprietary, including, without limitation, information relating to the Purchaser Entities' accounts, receivables, customers and customer lists and data, prospective business(es), prospective customers and prospective customer lists and data, Work Product (as defined below), vendors and vendor lists and data, business methods and procedures, pricing techniques, business leads, budgets, memoranda, correspondence, designs, plans, schematics, patents, copyrights, equipment, tools, works of authorship, reports, records, processes, pricing, costs, products, services, margins, systems, software, service data, inventions, analyses, plans, business leads, intellectual property, proprietary information, writings, trade secrets, manuals, training materials and methods, sales and marketing materials and compilations of and other items derived (in whole or in part) from the foregoing. Confidential Information may be in either human, electronic or computer readable form. Notwithstanding the foregoing, "Confidential Information" shall not include information that: (i) becomes publicly known without breach of any Restricted Parties' obligations under this Section 1(e), (ii) the Restricted Party independently developed without using any Confidential Information, (iii) the Restricted Party rightfully obtains from a third party who has the right to transfer or disclose it without violation of any confidentiality obligations to a Purchaser Entity or (iv) is required to be disclosed by law or by court order or governmental order; provided, however, that if any Restricted Party is required to disclose any Confidential Information pursuant to any law, court order or governmental order, (x) such Restricted Party shall promptly notify Purchaser of any such requirement so that the Purchaser Entities may seek an appropriate protective order or waive compliance with the provisions of this Agreement, (y) the Restricted Parties shall reasonably cooperate with the Purchaser Entities to obtain such a protective order at the Purchaser Entities' cost and expense, and (z) if such order is not obtained, or Purchaser waives compliance with the provisions of this Section 1(e), the Restricted Parties shall disclose only that portion of the Confidential Information which the Restricted Parties are advised by counsel that the Restricted Parties are legally required to so disclose and will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the information so disclosed. Each Restricted Party will notify Purchaser promptly and in writing of any circumstances of which such Restricted Party has knowledge relating to any possession or use of any Confidential Information by any Person other than those authorized by the terms of this Agreement. "Work Product" means all inventions, technology, processes, innovations, ideas, improvements, developments, methods, designs, analyses, trademarks, service marks, and other indicia of origin, writings, audiovisual works,

concepts, drawings, reports and all similar, related, or derivative information or works (whether or not patentable or subject to copyright), including but not limited to all patents, copyrights, copyright registrations, trademarks, and trademark registrations in and to any of the foregoing, along with the right to practice, employ, exploit, use, develop, reproduce, copy, distribute copies, publish, license, or create works derivative of any of the foregoing, and the right to choose not to do or permit any of the aforementioned actions, which relate to the Business. For purposes of clarification, the parties acknowledge and agree that the use of any "Confidential Information" in connection with the conduct of the nursery business previously engaged in by the Company following the Closing shall not constitute a violation of this Section 1, provided that such nursery business does not directly or indirectly involve or relate to the Business.

(f) The Restricted Parties each recognize that the territorial, time and scope limitations set forth in this Section 1 are reasonable and are properly required for the protection of the Purchaser Entities' legitimate interest in client relationships, goodwill and trade secrets of their business. If any such territorial, time or scope limitation is deemed to be unreasonable by a court of competent jurisdiction, the Parties agree, and the Restricted Parties submit, to the reduction of any or all of said territorial, time or scope limitations to such an area, period or scope as said court shall deem reasonable under the circumstances. If such partial enforcement is not possible, the provision shall be deemed severed, and the remaining provisions of this Agreement shall remain in full force and effect. The Restricted Parties acknowledge that each of the Purchaser Entities are express third-party beneficiaries of this Agreement and that they may enforce these rights as if they were a party hereto. Each of the Purchaser Entities has fully performed all obligations entitling it to the Restrictive Covenants, and the Restrictive Covenants therefore are not executory or otherwise subject to rejection by the Restricted Parties and are enforceable under any bankruptcy or insolvency proceeding.

(g) If a Restricted Party breaches any of the provisions contained in Sections 1(b), 1(c), 1(d), or 1(e) (the "Restrictive Covenants"), the Purchaser Entities shall have the rights and remedies set forth in this Section 1(g), each of which shall be enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to the Purchaser Entities at law or in equity. The Restricted Parties acknowledge and agree that in the event of a violation or threatened violation of any of the Restrictive Covenants, none of the Purchaser Entities shall have an adequate remedy at law and each shall therefore be entitled to enforce each such provision by temporary or permanent injunction or mandatory relief obtained in any court of competent jurisdiction without the necessity of proving damages, posting any bond or other security, and without prejudice to any other rights and remedies that may be available at law or in equity. If a Restricted Party breaches any of the Restrictive Covenants in Sections 1(b) or 1(c), the Restricted Period shall be extended one day for each day such Restricted Party(ies) is in breach thereof.

(h) The covenants and obligations of the Restricted Parties set forth in this Section 1 shall be construed as independent of any other provision herein and of any other agreement or arrangement among any of the Restricted Parties, on the one hand, and any of the Purchaser Entities, on the other hand, and the existence of any claim or cause of action by any of the Restricted Parties against any of the Purchaser Entities, whether based on another provision of this Agreement or a separate agreement, shall not constitute a defense to the enforcement of such covenants or obligations against the Restricted Parties.

SECTION 2. General Release.

(a) Each of the Restricted Parties, on behalf of himself or itself and each of their Affiliates (including any trust in which he is a trustee or beneficiary), successors and assigns, hereby remise, release, acquit, satisfy and forever discharge the Company from any and all manner of action and actions, causes and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity ("Claims"), which such Restricted Party or his Affiliates ever had, now has, or which any successor, or assign of such party or his Affiliates hereafter can, shall or may have, against the Company, for, upon or by reason of any matter, cause or thing whatsoever, known or unknown, directly or indirectly, from the beginning of the world to the date of this Agreement.

(b) It is the specific intent of each Restricted Party to specifically forever settle all Claims that such Restricted Party or its Affiliates may have against the Company, whether they be known or unknown, matured or unmatured or otherwise, including all further costs and attorneys' fees derived therefrom.

(c) Each Restricted Party also represents, warrants and agrees that it has not transferred or assigned any of the released Claims and is the sole owner of such rights being released hereby, and that by signing this Agreement, such Restricted Party additionally covenants not to, and to cause its Affiliates not to, sue or to file any complaint of any kind whatsoever arising out of or in any way relating to any Claim released hereby.

(d) Each Restricted Party hereby agrees that this Section 2 extends to all Claims which such Restricted Party or its Affiliates know or suspect to exist in its favor as of the date of this Agreement or believes may come into existence in the future. Each Restricted Party intends this Section 2 to be a full and complete release in satisfaction of all Claims, whether or not known or suspected by such Restricted Party or its Affiliates to exist in its favor at the time of execution of this Agreement.

(e) The provisions of this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for any injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement.

(f) For purposes of clarification, the parties acknowledge and agree that the Restricted Parties are not releasing any Claims that they may have against the Purchaser or its affiliates under the Purchase Agreement.

SECTION 3. Restricted Parties Representations and Warranties. The Restricted Parties, jointly and severally, hereby represent and warrant as follows:

THE RESTRICTED PARTIES HAVE READ THIS AGREEMENT AND HAVE, TO EACH OF THE RESTRICTED PARTIES' SATISFACTION, FULLY INFORMED THEMSELVES OF THE TERMS, CONTENTS, CONDITIONS AND EFFECTS THEREOF. THE RESTRICTED PARTIES HAVE HAD THE OPPORTUNITY TO SEEK AND, IF THEY DEEMED IT

NECESSARY, HAVE OBTAINED THE ADVICE OF THEIR OWN SEPARATE LEGAL, FINANCIAL, ACCOUNTING OR OTHER COUNSEL OR ADVISORS BEFORE EXECUTING THIS AGREEMENT. EACH RESTRICTED PARTY HAS ACTED VOLUNTARILY AND OF HIS OWN FREE WILL IN EXECUTING THIS AGREEMENT AND UNDERTAKING THE TRANSACTIONS CONTEMPLATED HEREBY. NONE OF THE RESTRICTED PARTIES IS ACTING UNDER DURESS, WHETHER ECONOMIC OR PHYSICAL, IN EXECUTING THIS AGREEMENT TO WHICH HE IS A PARTY. THIS AGREEMENT IS THE RESULT OF ARM'S LENGTH NEGOTIATIONS CONDUCTED BY AND AMONG THE PARTIES HERETO. THE RESTRICTED PARTIES WILL RECEIVE SUBSTANTIAL BENEFIT IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT.

SECTION 4. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Florida. Each Party submits to the jurisdiction of the state and federal courts located in Orange County, Florida in respect of any dispute between the Parties arising out of or related to this Agreement. Each of the Parties hereby waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (a) such Party is not personally subject to the jurisdiction of such courts, (b) such Party and such Party's property is immune from any legal process issued by such courts, or (c) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum. Notwithstanding the foregoing, no Party shall be prohibited from bringing any action anywhere in the world to enforce a judgment obtained by such Party in one of the aforementioned courts.

SECTION 5. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY HERETO AGREES THAT A PARTY HERETO MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES HERETO TO IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT, WHICH ACTION WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

SECTION 6. Further Assurances. Each Party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall, from time to time, be reasonably required to carry out the terms and provisions of this Agreement.

SECTION 7. Third Party Beneficiaries. Except as otherwise provided in Section 1(g), this Agreement is not intended to nor shall it confer, upon any Person other than the Parties and their successors and permitted assigns any rights, benefits, claims, or remedies hereunder.

SECTION 8. No Waiver, Amendment. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver of any right, power or remedy under this Agreement. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. No Party shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such Party. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Parties.

SECTION 9. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be delivered and be deemed effective in accordance with Section 8.8 of the Purchase Agreement.

SECTION 10. Binding Agreement, Assignments. Whenever in this Agreement any of the Parties is referred to, such reference shall be deemed to include the successors and permitted assigns of such Party; and all covenants, promises and agreements by or on behalf of the Parties that are contained in this Agreement shall bind and inure to the benefit of their respective successors and permitted assigns. No Party may assign or transfer any of such Party's rights or obligations hereunder (and any such attempted assignment or transfer shall be void) without the prior written consent of the other Parties, except that any Purchaser Entity may assign its rights hereunder to any purchaser of substantially all of the assets of that Purchaser Entity or may collaterally assign its rights to any lender providing financing or refinancing.

SECTION 11. Time of the Essence. Time is of the essence for each and every provision of this Agreement. If the date specified for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date that is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day that is a Business Day. For purposes of this Section 11, the term "Business Day" means a day on which banks are open for business in Orlando, Florida.

SECTION 12. No Presumption for Ambiguities. Each Party has participated jointly in the drafting hereof and waives the application of any law, holding or rule of construction providing that ambiguities in an agreement will be construed against the party drafting such agreement, and no Party will assert the same.

SECTION 13. Enforceability of Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, no Party shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 14. Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. The use of the words "or," "either" and "any" shall not be exclusive.

SECTION 15. Recitals. The Recitals are incorporated herein by reference and made a part of this Agreement.

SECTION 16. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed signature page to this Agreement by facsimile, docusign, portable document format, or any other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank; signatures on following pages.]

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the date first above written.

PURCHASER:

GGB FLORIDA LLC

By:_____
Name: Peter Horvath
Title: President

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the date first above written.

RESTRICTED PARTIES:

[•]

_____

[•]

[•]

_____

[•]

[•]

_____

[•]

**EXHIBIT C**

NB: Sensitive Information Redacted

DISCLOSURE SCHEDULES

[redacted]

# **EXHIBIT D**

LEASE AGREEMENT

**LEASE**

This Lease is made as of the ___ day of _____, 2019 by and between _____, a _____, whose address is _____ ("Landlord") and SPRING OAKS GREENHOUSES, INC., a Florida corporation, whose address is _____ ("Tenant").

**ARTICLE 1**
**PREMISES; RENT; AND TERM**

**1.1 Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms, covenants, conditions and provisions of this Lease that certain [redacted] of land which is more particularly depicted on Exhibit "A," attached hereto and made a part hereof (the "Premises"), which Premises is part of that certain larger parcel of land located at 19031 Baker Rd., Umatilla, Florida 32784 (the "Project"), together with all rights to use the parking improvements and the access roadway improvements of the Project for the limited purpose of parking, access, ingress and egress. Landlord represents and warrants to Tenant that the Premises has access to a public right-of-way either directly or via recorded easement.

**1.2 Rent.** Landlord and Tenant acknowledge and agree that Monthly Fixed Minimum Rent shall be [redacted]

**1.3 Term.** The term of this Lease (the "Term") shall begin on _____ (the "Commencement Date") and terminate on the day preceding the one year anniversary of the Commencement Date, unless extended or sooner terminated in accordance with the provisions of this Lease. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to terminate this Lease at any time during the Term on [redacted] days' prior written notice to Landlord.

**1.4 Renewals.** Tenant shall have the option to extend the initial Term for [redacted] (the "Extended Term"), provided that written notice of the election of such option shall be sent to Landlord not less than sixty (60) days prior to the expiration of the initial Term. If said option is duly exercised, the initial Term shall be automatically extended without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in this Lease. Any reference to the "Term of this Lease" or "Term" shall mean the initial Term together with the Extended Term. If the option to extend is not exercised in accordance with this section, then the option to renew shall automatically terminate and be null and void.

**1.5 Independent Consideration.** As of the date of this Lease, Tenant has delivered to Landlord the cash sum of [redacted] as non-refundable consideration (the "Independent Consideration"). The Independent Consideration has been bargained for and agreed to by the parties as consideration for Landlord's execution and delivery of this Lease and for certain of the rights and privileges afforded Tenant hereunder. Therefore, the Independent Consideration shall be retained by Landlord in all events, even if this Lease is terminated for any reason.

## ARTICLE 2
## INSURANCE

**2.1. Insurance.** At all times during this Lease, Tenant shall, at its own expense, maintain and provide general liability insurance in the amount of [redacted] and such insurance policy shall name Landlord and, at Landlord's request, any mortgagee of Landlord as an additional insured, as their respective interests may appear. Tenant shall also maintain worker's compensation insurance having limits not less than required by applicable law. Should any such insurance expire or be canceled during the Term, Tenant shall provide Landlord with renewal or replacement certificates at least ten (10) days prior to the expiration or cancellation of the original policies. Tenant shall maintain and provide "all risk" coverage insurance to the extent of the full replacement value of the improvements installed on the Premises by Tenant.

Landlord shall maintain with responsible insurance companies qualified to do business in the State where the Premises are located, "all-risk" coverage insurance to the extent of the full replacement value of the buildings and improvements now located or hereafter constructed within the Project, excluding the Premises.

**2.4 Real Estate Taxes.** The term "Taxes" shall mean and include all general ad valorem real estate taxes which are payable during the Term with respect to the Project other than any fine, penalty, cost or interest for any tax or assessment or part thereof which Landlord failed to timely pay (except if same are imposed by reason of Tenant's default hereunder). Landlord shall pay, prior to delinquency, all Taxes levied or assessed against the Project. Tenant shall reimburse Landlord, on demand, for that portion of the Taxes attributable to the Premises.

## ARTICLE 3
## USE AND ASSIGNMENT

**3.1 Use.** Tenant may use the Premises only as a cannabis cultivation and production facility and ancillary uses (the "Permitted Use").

**3.2 Compliance with Law.** Tenant agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer (including but not limited to laws, orders and regulations with respect to the Americans with Disabilities Act) which shall impose any duty upon Tenant with respect to its particular use of the Premises and any improvements Tenant constructs thereon. It is the intent of the parties that Tenant shall, for example, be responsible for any building code violations or other requirements regarding construction and/or the physical existence of any improvements located on the Premises. Each party shall, at its own expense, obtain all required licenses or permits necessary for the compliance with the terms of this Section.

**3.3 Quiet Enjoyment.** Tenant shall, at all times during this Lease, peaceably and quietly enjoy the Premises without any disturbance from Landlord or from any other person claiming by, through or under Landlord, including without limitation any mortgagee of Landlord.

**3.4 Assignment and Sublet.** Tenant shall not have the right to assign or sublet its rights and obligations under the Lease without Landlord's consent, which consent may be withheld by Landlord in its sole and absolutely discretion, and provided that Tenant shall remain liable for the full performance of all Tenant obligations hereunder during the entire Term, unless expressly released by Landlord. Notwithstanding the foregoing, Tenant may assign this Lease or sublet the Premises without Landlord's

consent to any entity that controls, is controlled by or is under common control with Tenant, or to any entity resulting from a merger or consolidation with Tenant or a corporate reorganization, or to any person or entity which acquires all or substantially all of the assets of Tenant's business.

## ARTICLE 4
## MAINTENANCE; ALTERATIONS; DAMAGE AND CONDEMNATION

**4.1 Maintenance and Repair of Premises.** At Tenant's sole cost and expense, Tenant shall maintain all of Tenant's structures and property placed on the Premises. Tenant shall be solely responsible for and promptly pay all charges for any utilities used or consumed in, or furnished to, the Premises. In no event shall Landlord be liable for an interruption or failure in the supply of any utilities to the Premises. Tenant shall also be responsible for and promptly pay all deposits, meter charges, impact fee and hookup charges related to any utilities furnished to or serving the Premises.

**4.2. Alterations.** Tenant may make alterations to the Premises without Landlord's consent, provided that such alterations do not adversely affect the marketable value of the Premises, and further provided that at the expiration of the term of this Lease, Tenant shall repair the Premises to substantially the same condition in which it existed prior to the Tenant's occupancy of the Premises, normal wear and tear excepted. The foregoing obligation of Tenant shall survive the expiration of the term of this Lease or the earlier termination thereof.

Nothing contained in this Agreement shall be construed as consent on the part of Landlord to subject the Premises to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Premises shall not be subject to such liability. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Chapter 713, Florida Statutes. In the event that a statutory or common law claim of lien is filed against the Premises in connection with any work performed by or on behalf of Tenant, Tenant shall pay and satisfy such claim of lien, of record, or shall transfer same to bond, within ten (10) days from the date of such filing. In the event that Tenant fails to satisfy or transfer, of record, such claim of lien within such ten (10) day period, Landlord may do so and thereafter charge Tenant, as additional rent, all costs incurred by Landlord in connection with satisfaction or transfer of such claim of lien to other collateral (whether by bonding or otherwise), including attorney's fees. Further, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any damage or loss incurred by Landlord as a result of any such statutory or common law claim or lien. If so requested by Landlord, Tenant shall execute a short form or memorandum of this Agreement, which may, in Landlord's discretion, be recorded in the Public Records of Lake County, Florida, for the purpose of protecting Landlord's estate from statutory claims of lien, as provided in Section 713.10, Florida Statutes. This paragraph shall survive the termination of this Agreement.

**4.3 Damage or Destruction of Leased Premises.** If during the Term the Premises shall be damaged by fire or other casualty, Tenant shall forthwith proceed to repair such damage and restore the Premises to substantially their condition at the time of such damage, and further, Tenant, at its sole cost and expense, shall repair and restore whatever fixtures, equipment and other personalty it had installed prior to the damage or destruction.

**4.4 Condemnation.** In the event of condemnation or other similar taking or transfer due to governmental order, of all or any portion of the Premises such that it renders the Premises reasonably and economically unsuitable for Tenant's business, as determined by Landlord in its reasonable discretion, Landlord shall at Landlord's option have the right to terminate this Lease, in which case the rent shall be apportioned as of such date, any prepaid rents or deposits shall be returned, and Tenant shall be released of all further duties and obligations hereunder. Landlord shall be entitled to the entire proceeds of any

condemnation award. Although all damages in the event of any condemnation shall belong to Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recovered by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's furniture, fixtures, improvements and equipment from the Premises.

## ARTICLE 5
## DEFAULT AND REMEDIES

**5.1 Events of Default.** If Tenant shall neglect or fail to perform or observe any of Tenant's covenants and if such neglect or failure shall continue, in the case of rent, for more than ten (10) days after the date due, or in any other case for more than thirty (30) days after Tenant's receipt of written notice of such failure then, and in any of said events ("Event of Default") Landlord lawfully may, immediately or at any time thereafter, pursuant to summary disposition or other legal proceedings, enter into and upon the Premises or any part thereof, and repossess the same as of its former estate, and expel Tenant, and those claiming through or under Tenant, and remove any personalty left by Tenant (or anyone claiming an interest by through or under Tenant) without being deemed guilty of any manner or trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and Landlord shall also have the option, at any time, of terminating this Lease upon written notice thereof given to Tenant. In the event that Landlord terminates this Lease or repossesses the Premises due to an Event of Default as aforesaid, Tenant shall (i) remain liable for all rental and other obligations accruing up to the date of such repossession or termination, and (ii) be liable to Landlord for all reasonable costs actually incurred in connection with the repossession and re-letting of the Premises (including, without limitation, reasonable attorneys' and brokerage fees, and (iii) remain liable for the payment of all its rental obligations as and when same shall be due and payable hereunder for the balance of the unexpired term of this Lease in effect as of the date of the repossession by Landlord until termination. In the event the Premises are re-let by Landlord, Tenant shall be entitled to a credit against its rental obligations hereunder in the amount of rents received by Landlord from any such re-letting of the Premises less any reasonable costs incurred by Landlord (not previously reimbursed by Tenant) in connection with the repossession and re-letting of the Premises (including without limitation reasonable attorneys' fees and brokerage commissions). In the event of any termination of this Lease or repossession of the Premises by Landlord as aforesaid, Landlord shall use reasonable efforts to mitigate its damages hereunder.

If Landlord shall violate, neglect or fail to perform or observe any of the representations, covenants, provisions, or conditions contained in the Lease on its part to be performed, which default continues for a period of more than thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (provided that Landlord must have undertaken procedures to cure the default within such thirty (30) day period and thereafter diligently pursues such efforts to cure to completion), Tenant may at its option (i) terminate this Lease or (ii) incur any reasonable expense necessary to perform the obligation of Landlord in such notice and bill Landlord for the costs thereof. This self help option is for the sole protection of Tenant and shall not release Landlord from its obligation to perform the terms, covenants and conditions required to be performed by Landlord hereunder or deprive Tenant of any legal rights Tenant may have by reason of such default.

If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of a party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental

restrictions or regulations or interferences, fires or other casualty, or any circumstances beyond the control of the party obligated or permitted under the terms hereof to do or perform the same (a "force majeure event"), the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be an Event of Default for the period of such delay, hindrance or prevention.

**5.2. Interest on Late Payments**. All payments due under this Lease which are not paid when due which remain unpaid ten (10) days after their due date, shall bear interest from the original due date until paid at the rate of twelve percent (12%) per annum.

## ARTICLE 6
## ENVIRONMENTAL

**6.1 Hazardous Substances.** Tenant shall not bring any Hazardous Substance upon the Premises (except in accordance with the permitted use set forth in this Lease), unless properly contained and stored, and to be used or sold for lawful purposes in compliance with all applicable governmental laws, ordinances, rules and regulations.

## ARTICLE 7
## MISCELLANEOUS

**7.1 Mutual Indemnification.** Landlord shall hold harmless, indemnify, protect and defend Tenant, its officers, directors, partners, employees and agents from all liability, penalty, losses, damages, costs, expenses, causes of action, claims, and/or judgments arising (i) by reason of any death, bodily injury, personal injury or property damage occurring within the Project outside of the Premises during the Term, except to the extent caused by Tenant, its agents or employees; or (ii) breach of any of Landlord's obligations hereunder. Tenant shall hold harmless, indemnify and defend Landlord, its officers, employees and agents from all liability, penalty, losses, damages, costs, expenses, causes of action, claims, and/or judgments arising (i) by reason of any death, bodily injury, personal injury or property damage occurring within the Premises during the Term, except to the extent caused by Landlord, its agents or employees; (ii) by breach of any of Tenant's obligations hereunder; and (iii) by reason of any death, bodily injury, personal injury or property damage occurring within the Project that is caused by the act or omission of Tenant, its officers, directors, partners, employees and agents.

**7.2 Intentionally Omitted**.

**7.3 Brokers.** Each party represents and warrants to the other that it has not dealt with any real estate brokers and that there are no claims for brokerage commissions or finders' fees due and owing in connection with this Lease. Each party shall hold the other harmless and indemnify the other party for breach of the representations in this Section 7.3.

**7.4. Surrender; Holdover by Tenant.** At the end of Tenant's use or occupancy of the Premises pursuant to the terms of this Agreement, Tenant shall surrender the Premises in substantially the same condition as it existed prior to the effective date of this Lease, normal wear and tear excepted, and shall leave the Premises free of all equipment, packaging materials, any and all plastic material, pallets, pesticide containers, and all chemical or petroleum products and residues and other such materials. In the event Tenant remains in possession of the Premises after the termination of this Lease and the expiration of the Extended Term, and without the execution of a new lease, such tenancy shall be on a month-to-

month basis, and Tenant shall pay to Landlord the amount of $1,000.00 per month during such holdover month-to-month tenancy as liquidated damages.

**7.5 Relationship of Parties.** The relationship between the parties hereto shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other.

**7.6 Separability.** Each and every covenant and agreement herein shall be separate and independent from any other. The breach of any covenant or agreement shall in no way discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to either party by this Lease or by law or equity are cumulative, and the exercise of any such right or remedy by either party shall not impair such party's right to exercise any other right or remedy available to such party under this Lease or by law or equity.

**7.7 No Waiver.** No delay in exercising or omission of the right to exercise any right or power by either party shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

**7.8 Attorneys' Fees.** In the event of any controversy arising under or relating to the interpretation or implementation of this Lease or any breach thereof, the prevailing party shall be entitled to payment for all reasonable attorneys' fees and costs (both trial and appellate) incurred in connection therewith.

**7.9 Entire Lease.** This Lease constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Lease may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**7.10 Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are situated.

**7.11 Subordination.** This Lease is and shall be subject and subordinate, at all times, to the lien of any mortgages or deeds of trust which now affect the Premises. Tenant shall attorn to any foreclosing mortgagee, any purchaser acquiring title to the Premises by way of issuance of a certificate of title following a foreclosure sale, or any transferee acquiring title to the Premises by deed-in-lieu of foreclosure.

**7.12. Notices**. All notices and other communications under this Lease shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service. All notices and other communications under this Lease shall be given to the parties hereto at the addresses set forth at the beginning of this Lease. Any party hereto may change the address to which notices shall be directed under this Section 7.13 by giving ten (10) days written notice of such change to the other parties.

**7.13. Interpretations**. This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

**7.14 Time of the Essence**. Time of performance by either party of each and every term, covenant, condition or provision herein contained is of the essence.

**7.15. Binding Effect**. All of the terms, covenants, conditions and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, other legal representatives, heirs and permitted assigns.

**7.16. Headings**. The headings contained in this Lease are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Lease.

**7.17**. **Remedies Cumulative**. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**7.18. Authority**. Each party represents to the other that it has the full right and authority to enter into this Lease and that all persons signing on behalf of Landlord have been duly authorized to do so by appropriate action.

**7.19. Waivers of Subrogation.** Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby waive and release all claims against each other and against the employees and agents of each other, for any loss or damage sustained by each other to the extent such claims are or could be insured against under a standard broad form policy of fire and extended coverage insurance, regardless of whether such policy is in effect at the time of such loss. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with damage to the Project or the Premises or any portions thereof or any personal property thereon; provided however, that failure to obtain such endorsements shall not affect the release hereinabove given.

**7.20. Intentionally Omitted**.

**7.21. Signage.** Tenant shall have the right to install its standard logo sign on the front exterior fascia of the Premises in compliance with Landlord's sign criteria. Tenant shall also have its sign included in the sign directory that identifies the tenants in the Project (if applicable).

**7.22. Estoppel Certificates.** Landlord and Tenant agree at any time and from time to time, upon not less than thirty (30) days prior written request by either of them to the other, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the date to which the rental and other charges have been paid in advance, if any, and whether or not any violations are in existence as of the date of said statement, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee, or leasehold, or mortgagee or assignee of any mortgage upon the fee or leasehold interest in the Premises, or by any assignee of Tenant.

**7.23.** **Radon**. Florida law requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

7.24 **"AS IS"**. Notwithstanding anything contained herein to the contrary, Tenant accepts the Premises in the condition they are in on the date of execution of this Agreement and in no event shall Landlord be responsible in damages because of any shortage of water, or because of the quality of water, on said Premises, or for any other condition of the Premises. IT IS UNDERSTOOD AND AGREED THAT TENANT ACCEPTS THE PREMISES "AS IS" AND LANDLORD MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PREMISES OR THE CONDITION OF THE PREMISES, INCLUDING WITHOUT LIMITATION WHETHER THE PREMISES ARE NOW, OR WILL HEREAFTER BE, SUITABLE FOR TENANT'S INTENDED PURPOSES, OR ANY OTHER PURPOSES. TENANT ACCEPTS THE PREMISES IN THE CONDITION THEY ARE IN ON THE DATE OF EXECUTION OF THIS AGREEMENT.

(signatures on next page)

**IN WITNESS WHEREOF,** the parties have caused this Lease to be executed on their behalf as of this ____ day of _____, 2019.

LANDLORD:

_____

_____
Print Name of Witness below

By: _____

Name: _____

Title: _____

_____
Print Name of Witness below

TENANT:

SPRING OAKS GREENHOUSES, INC., a Florida corporation

_____
Print Name of Witness below

By: _____

Name: _____

Title: _____

_____
Print Name of Witness below

EXHIBIT "A"

# **EXHIBIT E**

NOTE

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ***[INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]***.

THIS NOTE AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

CONVERTIBLE SECURED NOTE DUE _____, 2020

US $11,400,000.00 Date of Issuance: _____ ___, 2019

FOR VALUE RECEIVED, Green Growth Brands Inc., a corporation incorporated and existing under the *Business Corporations Act* (Ontario) (the "**Company**"), hereby unconditionally promises to pay to the order of Stanley W. Harris, a Florida resident, in his capacity as representative of the sellers under the Share Purchase Agreement (the "**Holder**"), or his permitted transferees or assigns, the aggregate principal sum of Eleven Million Four Hundred Thousand Dollars ($11,400,000.00) (the "**Principal Amount**"). Except as expressly provided herein, all payments of principal and accrued interest by the Company under this Convertible Note (this "**Note**") shall be made in United States dollars in immediately available funds to the account specified by the Holder. Except as otherwise provided herein, this Note shall accrue interest at a rate of fifteen percent (15%), simple interest, per annum.

1. Definitions. Unless the context otherwise requires, when used herein the following terms shall have the meanings indicated:

(a) "**Affiliate**" means, with respect to any person or entity, any person or entity which directly or indirectly controls, is controlled by or is under common control with such person or entity, as applicable. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

(b) "**Change of Control**" means (i) the sale by the Company of all or substantially all of the assets of the Company, or (ii) the sale, transfer, merger or other disposition of fifty percent (50%) or more of the outstanding voting shares of the Company in a single transaction or a series of related transactions.

(c) "**Company Shares**" means the Company's common shares.

(d) "**Conversion Price**" means the price per share of the Company Share equal to the greater of (i) $5.00 and (ii) the closing market price of a Company Share on the CSE on the trading day immediately prior to the Maturity Date, less fifteen percent (15%).

(e) "**CSE**" means the Canadian Securities Exchange or similar exchange.

(f) "**Maturity Date**" means the earlier of _____, 2020[1] or a Change of Control.

(g) "**Outstanding Balance**" means all outstanding principal and accrued interest under the Note.

(h) "**Person**" means an individual, corporation, partnership, limited partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

(i) "**Share Purchase Agreement**" means that certain Share Purchase Agreement dated as of June 3, 2019, by and among the Company, Holder, and the other parties set forth therein.

2. Transfer. This Note is transferable and assignable by the Holder to any Person previously approved, in writing, by the Company; *provided, however*, that no approval shall be required in connection with any transfer or assignment of this Note to an Affiliate of the Holder in compliance with applicable securities laws. The Company agrees to issue from time to time a replacement Note in the form hereof to facilitate such approved transfers and assignments. In addition, after delivery of an indemnity in form and substance reasonably satisfactory to the Company, the Company also agrees to promptly issue a replacement Note if this Note is lost, stolen, mutilated or destroyed.

3. Conversion.

(a) Maturity. On the Maturity Date, the Holder, in its sole option, may elect to (i) have the Outstanding Balance repaid by the Company in cash; or (ii) subject to the share issuance restrictions set forth in Section 3(g), convert such Outstanding Balance into Company Shares at the Conversion Price.

(b) Pay-off upon Conversion. If the Outstanding Balance is converted in full pursuant to Section 3(a) above, then such principal amount shall be deemed to have been paid in full by the Company on the date of such conversion.

(c) Conversion Mechanics. In connection with conversion of the Note pursuant to Section 3(a) above, the Holder shall surrender the Note, duly endorsed without recourse, representation or warranty, at the principal office of the Company. At its expense, the Company shall, as soon as practicable thereafter, cause to be issued and delivered to the Holder at such address set forth on the books and records of the Company or at such other place as may be designated by the Holder in writing to the Company a certificate or certificates for the Company Shares (bearing such legends as

[1] The date 12 months from the Closing Date.

may be required), together with a check payable to the Holder for any cash amounts payable as described in subsection (e) below.

(d) Legends. Any certificate representing the Company Shares issued in accordance with the terms of this Note will bear the following legends:

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

Subject to applicable securities laws, any certificate representing the Company Shares issued in accordance with this Note prior to the date which is four months and one day after the Date of Issuance hereof will bear the following legends:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ***[INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]***."

(e) No Fractional Shares. No fractional Company Shares shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional Company Shares to the Holder upon the conversion of this Note, the Company shall pay to the Holder an amount in cash equal to the product obtained by multiplying the Conversion Price applied to effect such conversion by the fraction of a Company Share not issued pursuant to the previous sentence. Upon conversion of this Note in full and the payment of the amounts specified in this Note, the Company shall be released from all of its obligations and liabilities under this Note.

(f) Payment Process. All payments to be made by the Company shall be made without set-off, recoupment or counterclaim and free and clear of and without any deduction of any kind for any taxes, levies, fees, deductions, withholdings, restrictions or conditions of any nature.

(g) Share Issuance Restriction. The Company's ability to issue any Company Shares to satisfy the Outstanding Balance shall be subject to the following restrictions:

(i) The Company Shares will not be subject to any resale restrictions under applicable Canadian securities law, provided that at the time of any trade by the Holder:

3.g.i.1. Such trade is not a "control distribution" (as such term is defined in National Instrument 45-102 *Resale of Securities* ("**NI 45-102**"));

3.g.i.2. No unusual effort is made by the Holder to prepare the market or to create a demand for the Company Shares; and

3.g.i.3. No extraordinary commission or consideration is paid to a person or company in respect of the trade.

4. Representations and Warranties of the Holder. In connection with the transactions contemplated by this Note, the Holder represents and warrants to the Company, as of the Date of Issuance and the Maturity Date, as follows:

(a) The Holder acknowledges that this Note is made with the Holder in reliance upon the Holder's representation to the Company, which the Holder hereby confirms by executing this Note, that this Note and the Company Shares, if acquired, will be acquired for investment for the Holder's own account, not as a nominee or agent (unless otherwise specified on the Holder's signature page hereto), and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Note, the Holder further represents that the Holder does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Company Shares.

(b) The Holder acknowledges that it has received all the information it considers necessary or appropriate to enable it to make an informed decision concerning an investment in the Company Shares. The Holder further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the Company, its business, and the Company Shares. The Holder confirms that the Company has not given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Company Shares. In deciding to purchase the Company Shares, if applicable, the Holder is not relying on the advice or recommendations of the Company and has made its own independent decision that the investment in the Company Shares is suitable and appropriate for the Holder. The Holder understands that no federal, provincial or state agency, in any domestic or foreign jurisdiction, has passed upon the merits or risks of an investment in the Company Shares or made any finding or determination concerning the fairness or advisability of such investment.

(c) The Holder is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Company Shares.

(d) The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act and section 2.3 of National Instrument 45-106 – *Registration Exemptions*. The Holder agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with Canadian securities laws and applicable U.S. federal and state securities laws in connection with the Company Shares.

(e) The Holder understands that this Note and the Company Shares have not been, and will not be, registered or qualified under applicable securities law, by reason of specific exemptions from the registration or qualification provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein. The Holder understands that the Company Shares are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, the Holder must hold the Company Shares indefinitely unless they are registered in accordance with all applicable law, or an exemption from such registration and qualification requirements is available. The Holder acknowledges that the Company has no obligation to register or qualify this Note or the Company Shares for resale or to file for or comply with any exemption from registration or prospectus requirements and further acknowledges that, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for this Note or the Company Shares, and on requirements relating to the Company which are outside of the Holder's control, and which the Company is under no obligation, and may not be able, to satisfy.

(f) The Holder resides in the state or province identified in the address shown on the Holder's signature page hereto.

5. Reorganization, Recapitalization, Merger. If there occurs any reorganization, recapitalization, reclassification, amalgamation, merger, or statutory conversion to another form of business entity involving the Company in which the Company Shares are converted into or exchanged for other securities, then Holder will receive upon conversion of this Note, in lieu of the Company Shares, for the Conversion Price, the kind and amount of other securities receivable upon such reorganization, recapitalization, reclassification, amalgamation, merger, or statutory conversion to another form of business entity, by the holders of the Company Shares.

6. Event of Default.

The occurrence of any of the following events shall constitute an "**Event of Default**" hereunder:

(a) the failure of the Company to make any payment of principal on this Note when due, whether at maturity, upon acceleration or otherwise;

(b) (i) the Company makes a determination to discontinue (or does cease to conduct) business, makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; (ii) an order, judgment or decree is entered adjudicating the Company as bankrupt or insolvent; (iii) any order for relief with respect to the Company is entered

under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other applicable bankruptcy or insolvency law; (iv) the Company petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Company or of any substantial part of the assets of the Company commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or (v) any such petition or application in (iv) above is filed, or any such proceeding is commenced, against the Company and either (x) the Company by any act indicates its approval thereof, consents thereto or acquiesces therein or (y) such petition, application or proceeding is not dismissed within sixty (60) days;

(c) unless waived by the Holder, if the Company fails to observe or perform in any material respect any of its covenants contained in the Note and such failure continues for more than thirty (30) days after delivery of written notice thereof;

(d) unless waived by the Holder, the Company's material breach of any other term or provision in this Note and such failure continues for more than thirty (30) days after delivery of written notice thereof; or

(e) the Company's indebtedness for borrowed money is accelerated as a result of a default or breach under any agreement for such borrowed money, including but not limited to loan agreements, or material breach under any real property lease agreements and material capital equipment lease agreements, by which the Company is bound or obligated, which breach is not cured by the Company within the applicable time periods thereof.

Upon the occurrence of any Event of Default, the Outstanding Balance under this Note shall become immediately due and payable upon election of the Holder. Following the occurrence of any Event of Default, any Outstanding Balance shall bear interest from the date of such Event of Default until paid in full at the highest rate of interest allowed under the laws of the State of Florida.

7. Security. This Note is secured by that certain Security Agreement, of even date herewith, between the Company and Representative.

8. Amendments in Writing. Any term of this Note may be amended, modified (including, without limitation, any extension of the Maturity Date, to change the Conversion Price or to cause the Note to be pre-payable) or waived upon the written consent of the Company and the Holder. No such waiver or consent in any one instance shall be construed to be a continuing waiver or a waiver in any other instance unless it expressly so provides.

9. No Rights as a Shareholder. This Note does not by itself entitle the Holder to any voting rights or other rights as a shareholder of the Company. In the absence of conversion of this Note, no provisions of this Note, and no enumeration herein of the rights or privileges of the Holder, shall cause the Holder to be a shareholder of the Company for any purpose.

10. Waivers. The Company hereby forever waives presentment, demand, presentment for payment, protest, notice of protest, notice of dishonor of this Note and all other demands and notices

in connection with the delivery, acceptance, performance and enforcement of this Note, which waiver shall be binding upon any and all of the Company's successors and assigns under this Note.

11. Governing Law. This Note, and all matters arising directly and indirectly herefrom, shall be governed in all respects by the laws of the State of Florida as such laws are applied to agreements between parties in the State of Florida. In the event of any legal or equitable action arising under this Note, jurisdiction and venue of such action shall lie exclusively within the state courts of Florida, located in Orange County, Florida, or in the United States District Court for the Middle District of Florida, Middle Division, and the parties hereto specifically waive any other jurisdiction and venue.

12. Notices. All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Holder at the address set forth on the books and records of the Company or at such other place as may be designated by the Holder in writing to the Company in accordance with the provisions of this Section 12, and to the Company at the Company's principal place of business, or to such e-mail address, facsimile number or address as subsequently modified by written notice in accordance with the provisions of this Section 12.

13. Successors and Assigns. This note shall be binding upon the successors or assigns of the Company and shall inure to the benefit of the successors and permitted assigns of the Holder.

14. Remedies. The rights, remedies and benefits herein specified are cumulative and not exclusive of any rights, remedies or benefits which the Holder hereof otherwise may have.

15. Attorney Fees. The Company agrees to pay all costs of collection, including reasonable attorney fees, paralegal fees, law clerk fees and other legal costs and expenses, in the event any Outstanding Balance is not paid when due, whether suit be brought or not, and whether through courts of original jurisdiction, courts of appellate jurisdiction or through a bankruptcy court or other legal proceedings.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Note as of the date first above written.

**COMPANY:**

GREEN GROWTH BRANDS INC.

By: _____
Name: _____
Title: _____

Address:
77 King Street West
Suite 2905
Toronto, ON. M5K 1A2

**HOLDER:**

_____
Stanley W. Harris

Address:

_____
_____
_____

# **EXHIBIT F**

FORM OF LOCK-UP AGREEMENT

_____, 2019

Green Growth Brands Inc.
_____
_____

Re: Lock-up Agreement

Ladies and Gentlemen:

The undersigned signatory of this lock-up agreement ("***Lock-Up Agreement***") understands that he, she, or it is receiving common shares of Green Growth Brands Inc., a corporation organized and existing under the laws of the Province of Ontario ("***GGB***," and such shares, the "***GGB Shares***"), in connection with the acquisition by GGB Florida LLC ("**GGBF**") of the Purchased Shares under that certain Share Purchase Agreement (the "***Purchase Agreement***"), by and among GGB, GGBF, Spring Oaks Greenhouses, Inc., a Florida corporation, the sellers set forth in Schedule 1 of the Purchase Agreement (each, a "***Seller***" and collectively, the "***Sellers***"), and Stanley W. Harris, as the representative of each Seller, pursuant to which the Sellers sold, transferred and conveyed to GGBF, and GGBF purchased from the Sellers, the Purchased Shares, in exchange for the Purchase Price, which includes the issuance of GGB Shares to certain of the Sellers, as further set forth in the Purchase Agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Purchase Agreement.

The undersigned signatory is or may become a holder of GGB Shares as a result of the payment of a portion of the Purchase Price in the form of GGB Shares pursuant to the Purchase Agreement (collectively, the "***Lock-Up Shares***"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably agrees that, subject to the exceptions set forth herein, the undersigned will not, during the four (4) month period from the date that any Lock-Up Shares are issued by GGB to the undersigned, directly or indirectly, through an "affiliate" or "associate" (as such terms are defined or interpreted under applicable securities Laws), or otherwise, offer, sell, pledge, hypothecate, lend, grant an option, right or warrant for sale, purchase any option, warrant or contract to sell, or otherwise dispose of, or transfer or grant any rights with respect to any of the Lock-Up Shares (or any shares acquired by the undersigned pursuant to a stock split, stock dividend, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of GGB (each an "***Adjustment***" and such shares "***Adjustment Shares***") affecting the Lock-Up Shares (the Adjustment Shares, together with the Lock-Up Shares, the "***Undersigned's Securities***")) in any manner either privately or publicly, or enter into any agreement or any transaction that has the effect of transferring, in whole or in part, directly or indirectly, the economic consequence of ownership of the Undersigned's Securities, whether any such agreement or transaction is to be settled by delivery of the Undersigned's Securities or otherwise, except in the proportions set forth on Schedule 1, subject to the lock-up provisions set forth herein and, in all cases, applicable law.

The undersigned further shall not publicly disclose the intention to do any of the foregoing. The limitations set forth in Schedule 1 hereto shall be administered by GGB's transfer agent, subject to an escrow agreement between GGB and such transfer agent.

The undersigned acknowledges and agrees that the foregoing restrictions preclude the undersigned from entering into any swap, hedge or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Undersigned's Securities, whether any such swap or transaction is to be settled by delivery of GGB Shares or other securities, in cash or otherwise. The undersigned further acknowledges and agrees that the foregoing restrictions preclude the undersigned from engaging in any hedging or other transaction which is designed to, or which reasonably could be expected to lead to or result in, a sale or disposition of the Undersigned's Securities even if disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Securities or with respect to any security that includes, relates to or derives any significant part of its value from such securities.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Securities: (a) as a *bona fide* gift or gifts; (b) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned; (c) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (i) to another corporation, partnership, limited liability company, trust or other business entity that is a direct or indirect affiliate (as defined or interpreted under applicable securities Laws) of the undersigned or (ii) pursuant to distributions of GGB Shares to limited partners, limited liability company members or stockholders of the undersigned; (d) if the undersigned is a trust, to the beneficiary of such trust; and (e) by testate succession or intestate succession; *provided*, *however*, that such transfer shall not involve a disposition for value and the transferee agrees in a writing, of which the form and substance is reasonably acceptable to GGB, to be bound by the terms of this Lock-Up Agreement. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin.

Any attempted transfer in violation of this Lock-Up Agreement will be of no effect and null and void, regardless of whether the purported transferee has any actual or constructive knowledge of the transfer restrictions set forth in this Lock-Up Agreement, and will not be recorded on the stock transfer books of GGB. In order to ensure compliance with the restrictions referred to herein, the undersigned agrees that GGB and its transfer agent are hereby authorized to decline to make any transfer of GGB Shares if such transfer would constitute a violation or breach of this Lock-Up Agreement. GGB may cause the legend set forth below, or a legend substantially equivalent thereto, to be placed upon any certificate(s) or other documents, ledgers or instruments evidencing the undersigned's ownership of GGB Shares:

> UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [TO INSERT DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AND MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH A LOCK-UP AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred hereunder, and any obligations of the undersigned, shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

This Lock-Up Agreement, and any claim, controversy or dispute arising under or related to this Lock-Up Agreement, shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Any and all remedies herein expressly conferred upon GGB will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity, and the exercise by GGB of any one remedy will not preclude the exercise of any other remedy. The undersigned agrees that irreparable damage would occur to GGB in the event that any of the provisions of this Lock-Up Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that GGB shall be entitled to seek an injunction or injunctions to prevent breaches of this Lock-Up Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which GGB is entitled at law or in equity, and the undersigned waives any bond, surety or other security that might be required of GGB with respect thereto.

This Lock-Up Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Lock-Up Agreement (in counterparts or otherwise) by GGB and the undersigned by facsimile or electronic transmission in .PDF format shall be sufficient to bind such parties to the terms and conditions of this Lock-Up Agreement.

*(Signature Page Follows)*

Very truly yours,

_____
(Name of Shareholder)

By: _____

Name (if entity): _____

Title (if entity): _____

ACKNOWLEDGED AND AGREED:

GREEN GROWTH BRANDS INC.

By: _____
Name:
Title:

# SCHEDULE 1

## RELEASE SCHEDULE

| **Proportion to be Released, Subject to Lock-Up Conditions** | **Release Date** |
|---|---|
| 1/12 of the Undersigned's Securities | 1 months from the date on which the Transaction is completed (the "**Closing Date**") |
| 1/11 of the remaining Undersigned's Securities | 2 months from the Closing Date |
| 1/10 of the remaining Undersigned's Securities | 3 months from the Closing Date |
| 1/9 of the remaining Undersigned's Securities | 4 months from the Closing Date |
| 1/8 of the remaining Undersigned's Securities | 5 months from the Closing Date |
| 1/7 of the remaining Undersigned's Securities | 6 months from the Closing Date |
| 1/6 of the remaining Undersigned's Securities | 7 months from the Closing Date |
| 1/5 of the remaining Undersigned's Securities | 8 months from the Closing Date |
| 1/4 of the remaining Undersigned's Securities | 9 months from the Closing Date |
| 1/3 of the remaining Undersigned's Securities | 10 months from the Closing Date |
| 1/2 of the remaining Undersigned's Securities | 11 months from the Closing Date |
| All of the remaining Undersigned's Securities | 12 months from the Closing Date |

# SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** ("Agreement"), dated as of _____ ___, 2019, is executed and delivered by **GREEN GROWTH BRANDS INC.**, a corporation incorporated and existing under the *Business Corporations Act* (Ontario) ("Debtor"), to and for the benefit of **STANLEY W. HARRIS** ("Secured Party"), a Florida resident, as the representative of each seller under that certain Share Purchase Agreement dated as of June 3, 2019 by and among Debtor, Secured Party, and the other parties set forth therein (the "Purchase Agreement"). The Debtor and Secured Party are sometimes individually referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Purchase Agreement.

## R E C I T A L S:

**WHEREAS**, in connection with the Purchase Agreement, pursuant to which GGB Florida LLC, a wholly-owned subsidiary of Debtor ("GGB FL"), purchased the Purchased Shares from Sellers, Debtor agreed to grant a security interest in the Collateral (as defined herein) as security for Debtors' obligations under the Convertible Secured Note dated the date hereof in the principal amount of $11,400,000 (the "Note"); and

**WHEREAS**, in order to induce Secured Party to accept the payment terms for the Purchased Shares set forth in the Purchase Agreement, Debtor is entering into this Agreement granting Secured Party a lien and security interest in and to the Collateral (as hereinafter defined).

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SECURITY INTEREST. For good and valuable consideration, Debtor grants to Secured Party a continuing security interest in the Collateral described below to secure the Obligations described in this Agreement.

2. OBLIGATIONS. The Collateral shall secure the payment and performance of all of Debtor's obligations to Secured Party pursuant to the Note, including all renewals, extensions, amendments, modifications or replacements thereof and expenditures incurred by Secured Party upon the occurrence of a default thereunder (collectively, "Obligations").

3. COLLATERAL. All of Debtor's, GGB FL's, and/or the Company's right, title and interest in and to the assets and property of the Company, whether now existing or hereafter from time to time acquired, as described in greater detail on Schedule 3 hereof shall constitute the "Collateral."

# **EXHIBIT G**

FORM OF SECURITY AGREEMENT

amendments, notices of lien and other documents required by the Uniform Commercial Code of the applicable jurisdiction (the "UCC"), and other applicable law. The Secured Party shall pay the costs of filing all such documents in all offices wherever filing or recording is reasonably deemed by Secured Party to be necessary or desirable. Secured Party shall be entitled to perfect its security interest in the Collateral by filing carbon, photographic or other reproductions of this Agreement and/or the aforementioned documents with any authority required by the Uniform Commercial Code or other applicable law. Debtor authorizes Secured Party to execute (where necessary) and/or file any financing statements, as well as extensions, renewals and amendments of financing statements, notices of lien or any other documents, in such form as Secured Party may reasonably deem necessary, to attach, perfect and maintain perfection of any security interest granted in this Agreement. Until Secured Party receives full payment for the Obligations, Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any jurisdiction any initial financing statements, continuation statements and amendments thereto as Secured Party reasonably deems necessary or advisable to comply with the UCC and/or to perfect the security interest granted herein, which financing statements shall contain any information required by Article 9 of the UCC of the applicable jurisdiction for the sufficiency of filing office acceptance of any financing statement, continuation or amendment, including, without limitation, whether Debtor is an organization, the type of organization, any organization identification number or federal employee identification number issued to Debtor; *provided, however*, that Secured Party notifies Debtor in writing of any such filing. Debtor agrees to furnish any such information to Secured Party promptly upon request.

6. INDEMNIFICATION. Secured Party shall not assume or be responsible for the performance of any of Debtor's obligations with respect to the Collateral under any circumstances. Debtor shall immediately provide Secured Party with written notice of, and hereby indemnifies and holds Secured Party and its members, managers, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (collectively "Claims") pertaining to the Collateral including, but not limited to, those arising from Secured Party's performance of Debtor's obligations with respect to the Collateral. Debtor, upon the request of Secured Party, shall hire legal counsel to defend Secured Party from such Claims, and pay the attorneys' fees, legal expenses and other costs to the extent permitted by applicable law, incurred in connection therewith.

7. TAXES AND ASSESSMENTS. Debtor shall execute and file all tax returns and pay all taxes, licenses, fees and assessments relating to the Collateral (including, but not limited to, income taxes, personal property taxes, intangible taxes, use taxes, excise taxes and license fees) in a timely manner.

8. EVENT OF DEFAULT. An Event of Default shall occur under this Agreement in the event of the occurrence of an Event of Default, as such term is defined in the Note, or in the event that Debtor fails to perform any obligation or breaches and warranty or covenant to Secured Party contained in this Agreement, which, if subject to cure, is not cured by Debtor with the time periods provided.

9. RIGHTS OF SECURED PARTY ON EVENT OF DEFAULT. Upon the occurrence of an Event of Default under this Agreement, Secured Party shall have any and all remedies of a secured party under the UCC, or the law of another jurisdiction if it shall be applicable, and all rights granted by this Agreement and the Note.

10. ASSIGNMENT. Debtor shall not be entitled to assign any of its rights, remedies or obligations described in this Agreement without the prior written consent of Secured Party. Consent may be withheld by Secured Party in its sole discretion; *provided, however,* that Debtor may assign this Agreement in connection with the assignment of the Purchase Agreement and the Note. Secured Party shall be entitled to assign some or all of its rights and remedies described in this Agreement with the consent of Debtor, which consent may be withheld by Debtor in its sole discretion.

11. MODIFICATION AND WAIVER. The modification or waiver of any of Debtor's obligations or Secured Party's rights under this Agreement must be contained in a writing signed by Debtor and Secured Party. Secured Party may perform any of Debtor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Debtor's obligations under this Agreement shall not be affected if Secured Party amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to Debtor or any third party or any of its rights against Debtor, any third party, Collateral or any other property securing the Obligations.

12. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective successors, permitted assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

13. NOTICES. Any notice, request, instruction, correspondence or other document to be given hereunder by any Party hereto to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by a nationally recognized courier service, to the addresses set forth in the Purchase Agreement.

14. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida (except to the extent governed by the UCC). Debtor consents to the jurisdiction and venue of any court located Orange County, Florida, in the event of any legal proceeding under this Agreement.

16. COLLECTION COSTS. To the extent permitted by law, Debtor agrees to pay Secured Party's reasonable fees and costs, including, but not limited to, fees and costs of attorneys or other agents (including without limitation, paralegals, clerks and consultants), which are incurred by Secured Party in collection of any amount due or enforcing any right or remedy under

this Agreement, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions.

17. MISCELLANEOUS. This Agreement is executed for commercial purposes. Time is of the essence in the performance of this Agreement. Debtor waives presentment, demand for payment, notice of dishonor and protest except as required by law. This Agreement shall remain in full force and effect until the earlier of (i) the date on which Secured Party provides Debtor with written notice of termination and (ii) Debtor's repayment of all amounts due under the Note. This Agreement represents the complete and integrated understanding between Debtor and Secured Party regarding the terms hereof.

18. WAIVER OF JURY TRIAL. SECURED PARTY AND DEBTOR HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS SECURITY AGREEMENT.

DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. DEBTOR ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

**(Signatures on following page)**

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Debtor represents, warrants and covenants to Secured Party that:

(a) Debtor shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein;

(b) Debtor has the right and is duly authorized to enter into and perform its obligations under this Agreement; Debtor's execution and performance of this Agreement does not and will not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may now or hereafter be binding on Debtor, not including any federal Law applicable or related to cannabis;

(c) No action or proceeding is pending against Debtor which might result in any material or adverse change in its financial condition or materially affect the Collateral;

(d) Debtor has not violated and shall not violate any applicable federal, state, county or municipal statute, regulation or ordinance which may materially and adversely affect its ownership of the Collateral or cause the Collateral to be subject to forfeiture or seizure, not including any federal Law applicable or related to cannabis;

(e) This Agreement and the obligations described in this Agreement are executed and incurred for business and not consumer purposes;

(f) Debtor has all requisite power to own and operate its properties and to carry on its business as now being conducted, and has all necessary licenses, permits, and franchises necessary to conduct its business, except a failure to have any license, permit, or franchise would not result in a material adverse effect with respect to Debtor; and

(g) No consent, license, or authorization of, or filing with, or notice to, any person or entity other than any applicable governmental or regulatory agency, is necessary or required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement and the transactions contemplated hereunder, except as already obtained (any such consents, licenses, authorizations, filings or notices remaining in full force and effect) or to be obtained in a timely manner.

5. FINANCING STATEMENTS AND OTHER DOCUMENTS. Debtor shall at any time and from time to time, take all actions and execute all documents reasonably requested or required by Secured Party to attach, perfect and maintain Secured Party's security interest in the Collateral and establish and maintain Secured Party's right to receive the payment of the proceeds of the Collateral including, but not limited to, any financing statements, continuation statements,

**IN WITNESS WHEREOF,** the parties have executed and delivered this Agreement as of the day and year first above written.

**DEBTOR:**

GREEN GROWTH BRANDS INC.

By: _____
Name: Peter Horvath
Title: Chief Executive Officer

**SECURED PARTY:**

_____
Stanley W. Harris, in his capacity as Representative of the Sellers under the Purchase Agreement

# SCHEDULE 3

## COLLATERAL

All of the Company's inventory, equipment, accounts (including but not limited to all receivables), licenses (subject to applicable law), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all goodwill relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of, or relating to, the foregoing property.