SECOND SHARE PURCHASE AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 20th day of January, 2016

BY AND AMONG:

GSB INVESTMENT CORP., a corporation existing under the laws of the Province of Ontario

- and -

GREENSPACE BRANDS INC., a corporation existing under the laws of Ontario

- and -

DAVID REINGOLD, an individual resident in the Province of Ontario

- and -

HUWAIDA RABBA, an individual resident in the Province of Ontario

- and -

THE OTHER SHAREHOLDERS OF CENTRAL ROAST INC. SET OUT IN SCHEDULE 3.1(B) OF THE SHARE PURCHASE AGREEMENT

WHEREAS:

1. the parties to this Agreement are parties to a share purchase agreement dated December 16, 2015 (the "**Original Share Purchase Agreement**");
2. the parties to this Agreement are parties to a share purchase amending agreement dated January 12, 2016, which amended certain provisions of the Original Share Purchase Agreement (the "**First Amending Agreement**" and together with the Original Share Purchase Agreement, the "**Share Purchase Agreement**");
3. capitalized terms used and not otherwise defined herein have the meanings given to them in the Share Purchase Agreement; and
4. the parties hereto wish to amend the Share Purchase Agreement to revise certain terms included therein and to update certain schedules attached to the Disclosure Letter;

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and adequacy of which are acknowledged, the parties hereto acknowledge and agree as follows:

A. Amendments to Share Purchase Agreement.

The Share Purchase Agreement shall be amended as follows:

1. The fourth recital is deleted in its entirety and replaced with the following:

"**AND WHEREAS** the Other Shareholders are the beneficial holders of 75 Common Shares (the "**Other Shareholder Shares**") and an option exists to purchase 5% of the issued and outstanding shares of the Corporation by virtue of the issuance of class B shares in the capital of the Corporation;"

2. The sixth recital is deleted in its entirety and replaced with the following:

   AND WHEREAS subject to the terms and conditions of this Agreement, each of the Vendors have agreed to sell, transfer, assign and deliver and the Purchaser has agreed to purchase the Purchased Shares and the Mandatory Purchased Shares;

3. The definition of Cash Consideration in section 1.1 is amended to replace "$8,888,065" with "$7,500,000".

4. The definition of Closing Date in section 1.1 is deleted in its entirety and replaced with the following:

   ""**Closing Date**" means February 11, 2016 or such other date as may be agreed to in writing by the Parties;"

5. The following definition is added to section 1.1:

   ""**Central Roast USA**" means the unanimous shareholders agreement among Vendor 1, Vendor 2, the Other Shareholders, GreenSpace, the Purchaser and the Corporation dated the Closing Date, with such agreement on terms and conditions as acceptable to the parties acting reasonably, including terms with respect to the protection of minority shareholders customarily found in shareholders' agreements and restrictions on transfer of the shares of the Corporation except as agreed to in the Share Purchase Agreement;"

6. The definitions of Earn-Out Acceleration Event, Earn-Out Acceleration Event Payment, Earn-Out Announcement Day, Earn-Out Amount, Earn-Out Calculations, Earn-Out Election Notice, Earn-Out Financial Statements, Earn-Out Payment Schedule, Earn-Out Shares and Earn-Out Threshold in section 1.1 are deleted in their entirety.

7. The definition of Employment/Consulting Agreements is amended to add the following after the words "Retained Employees/Consultants":

   "on the terms set out in Schedule 1.1C2 of the Disclosure Letter."

8. The definition of Estimated Delayed Earn-Out Delivery Date in section 1.1 is deleted in its entirety.

9. The definitions of First Earn-Out Calculation Date and First Earn-Out Financial Statements in section 1.1 are deleted in their entirety.

10. The definition of "Net Working Capital Payment" is amended to add, following the existing definition "taking into account the payment of the Net Working Capital Closing Date Payment".

11. The following definitions are added to section 1.1:

""**Mandatory Consideration Securities**" means the Mandatory Consideration Shares and Mandatory Consideration Warrants that shall be issued as partial payment for the Mandatory Purchased Shares in accordance with the terms and conditions of the Mandatory Purchase Agreement;

"**Mandatory Consideration Shares**" means the Common Shares issued as part of the Mandatory Consideration Securities;

"**Mandatory Consideration Warrants**" means the warrants exercisable for Common Shares for a period of 36 months following the closing of the Financing at a price of $1.20, expected to be listed for trading on the Exchange;"

"**Mandatory Purchase**" means the requirement of the Purchaser to purchase from the Vendors, and the Vendors to sell to the Purchaser, the Mandatory Purchased Shares such that the Purchaser will acquire all of the remaining shares of the Corporation pursuant to the terms of the Mandatory Purchase Agreement, to be issued to the Vendors in exchange on a one for one basis for common shares of the Purchaser issued to the Vendors;

"**Mandatory Purchase Agreement**" means the mandatory purchase agreement among Vendor 1, Vendor 2, the Other Shareholders, GreenSpace and the Purchaser dated the Closing Date on such terms and conditions as are set out in Schedule 1.1H of the Disclosure Letter;

"**Mandatory Purchased Shares**" means 30% of the issued and outstanding shares of the Corporation;

"**Net Working Capital Closing Date Payment**" means $375,000;"

12. The definition of Purchased Shares in section 1.1 is deleted in its entirety and replaced with the following:

"**Purchased Shares**" means 70% of the issued and outstanding shares of the Corporation;"

13. The definitions of Post-Earn-Out Announcement Date and Pre-Earn-Out Announcement Date in section 1.1 are deleted in its entirety.

14. The definitions of Second Earn-Out Calculation Date and Second Earn-Out Financial Statements in section 1.1 are deleted in their entirety.

15. The definition of Share Consideration in section 1.1 is deleted in its entirety.

16. The definition of Transaction Agreements is amended to add "the Mandatory Purchase Agreement, the Central Roast USA" immediately following the reference to "the Short-Term Loan (if required),".

17. The definition of Unit Consideration in section 1.1 is deleted in its entirety and replaced with the following:

""**Unit Consideration**" means that number of Units equal to $3,000,000 divided by the offering price per Unit pursuant to the Financing, subject to Exchange approval, to be qualified for distribution under the prospectus related to the Financing, to be issued to the

Vendors in exchange on a one for one basis for common shares of the Purchaser issued to the Vendors at the time of Closing;"

18. The definition of Vendor Take Back Loan 2 in section 1.1 is deleted in its entirety and replaced with the following:

    ""**Vendor Take Back Loan 2**" means the secured promissory note for principal amount of $861,934.80 issued by the Purchaser to Vendor 1 and Vendor 2, in such amounts and on such terms and conditions as are set out in Schedule 1.1G of the Disclosure Letter;"

19. Section 2.2(a) is deleted in its entirety and replaced with the following:

    "$10,750,000 (the "**Purchase Price**"), comprised of the Cash Consideration, Unit Consideration and Vendor Take Back Loan; and"

20. Section 2.3 is deleted in its entirety and replaced with the following:

"**2.3 Payment of the Purchase Price and Shareholder Loans**

Subject to the other terms and conditions herein, the Purchaser shall pay and satisfy:

(a) on the Closing Date, the Purchase Price to the Vendors as follows:

  (i) the portion of the Cash Consideration to be paid to such Vendors and in such amounts as set forth in the Closing Payout Schedule by wire transfer of immediately available funds pursuant to the wire instructions for such Vendors set forth in the Closing Payout Schedule;

  (ii) the portion of the Unit Consideration to be paid to such Vendors and in such amounts as set forth in the Closing Payout Schedule by delivery of original share certificates or electronic deposits in accordance with the registration instructions for each such Vendor set forth in the Closing Payout Schedule; and

  (iii) the Vendor Take Back Loan to be issued to Vendor 1 as set forth in the Closing Payout Schedule; and

(b) on the Closing Date, the issuance of the Vendor Take Back Loan 2 to Vendor 1 and Vendor 2 in respect of the Shareholder Loans."

21. Section 2.4 is amended to add prior to 2.4(a):

    "On the Closing Date, the Purchaser shall pay the Net Working Capital Closing Date Payment to such Vendors and in such amounts as set forth in the Closing Payout Schedule."

22. Section 2.5 is deleted in its entirety and replaced with "[Intentionally deleted.]".

23. Section 2.6 is deleted in its entirety and replaced with "[Intentionally deleted.]".

24. Section 2.7 is deleted in its entirety and replaced with "[Intentionally deleted.]".

25. Sections 2.8 and 3.1(b) are modified to add the words "and the Mandatory Purchased Shares" immediately after "the Purchased Shares".

26. Section 2.10 is deleted in its entirety and replaced with the following:

"GreenSpace shall take all actions to cause the Purchaser to comply with all terms, conditions and obligations under this Agreement including the issuance of the Unit Consideration and Mandatory Consideration Securities and GreenSpace shall be jointly and severally liable with the Purchaser for any and all representations, warranties, covenants, indemnities and other obligations of the Purchaser under this Agreement."

27. Section 3.3(b) is deleted in its entirety and replaced with the following:

"(b) **Securities.**

(i) GreenSpace has taken all necessary action to authorize the issuance of the Unit Consideration, the Unit Shares, the Unit Warrants, upon exercise of the Unit Warrants in accordance with their terms including the payment of the exercise price associated therewith, the Warrant Shares and the Common Shares issuable upon exercise of the Mandatory Consideration Warrants in accordance with their terms including the payment of the exercise price associated therewith, and such shares will, at the time of issuance, be validly issued and fully paid and non-assessable shares in the capital of GreenSpace.

(ii) GreenSpace has taken all necessary action to authorize the issuance of the Mandatory Consideration Shares and such shares will, at the time of issuance, be validly issued and fully paid and non-assessable shares in the capital of GreenSpace.

(iii) The Unit Consideration, the Unit Shares, the Unit Warrants, upon exercise of the Unit Warrants in accordance with their terms including the payment of the exercise price associated therewith, the Warrant Shares, the Mandatory Consideration Shares and the Common Shares issuable upon exercise of the Mandatory Consideration Warrants in accordance with their terms including the payment of the exercise price associated therewith will be allotted and issued fully paid, free from all claims, Encumbrances and equities whatsoever and with all rights attached thereto. The Unit Shares, the Warrant Shares, the Mandatory Consideration Shares and the Common Shares issuable upon exercise of the Mandatory Consideration Warrants will rank pari passu in all respects with, and be identical to, the existing Common Shares then in issue and will rank in full for all dividends and other distributions declared, made or paid on the Common Shares after the date of issue.

(iv) The issuance of the Unit Consideration, the Unit Shares, the Unit Warrants, the Warrant Shares, the Mandatory Consideration Shares, the Common Shares and the Mandatory Consideration Warrants will not be subject to pre-emptive or other similar rights of any security holder of GreenSpace."

28. The following shall be added as section 4.8:

"The Purchaser and GreenSpace jointly and severally agree that it shall, within 13 months of the Closing Date, make the Mandatory Purchase to acquire all of the remaining shares of the Corporation not acquired by the Purchaser on the Closing Date, in the form of transaction as may be acceptable to the parties acting reasonably."

29. Section 5.1(f)(D) is amended by replacing “the Purchase Price” with “the Purchase Price and the Vendor Take Back Loan 2”.

30. Section 5.2(i)(G) is amended to add immediately after the word “therewith”, “, provided however that the security may stay in replacement of the security for the Vendor Take Back Loan 2”.

31. Section 6.1(b)(iii) is amended by replacing “February 29, 2015” with “February 29, 2016”.

32. Section 7.6 is amended by replacing the phrase “up to an amount equal to 25% of the Purchase Price” with “up to an amount equal to 25% of the Cash Consideration”.

33. The Disclosure Letter is amended by:

(a) deleting the existing Schedule 1.1B of the Disclosure Letter in its entirety and replacing such schedule with Schedule 1.1B of this Agreement;

(b) adding Schedule 1.1C2 of this Agreement as Schedule 1.1C2 of the Disclosure Letter;

(c) adding Schedule 1.1G of this Agreement as Schedule 1.1G of the Disclosure Letter; and

(d) adding Schedule 1.1H of this Agreement as Schedule 1.1H of the Disclosure Letter.

B. General.

1. The parties hereto expressly covenant and agree that the provisions hereof shall be binding upon each of them, that the Share Purchase Agreement and the Disclosure Letter shall be amended and modified accordingly, that the same shall be read and construed as if the provisions hereof were therein written and that, in the event of any conflict between any of the provisions of the Share Purchase Agreement or the Disclosure Letter and the provisions herein contained, the provisions herein contained shall prevail.

2. Except as provided herein, the terms and conditions of the Share Purchase Agreement and the Disclosure Letter shall remain in full force and effect and unamended.

3. This Agreement shall be exclusively governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Agreement may be executed and delivered (including by electronic transmission or facsimile) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

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IN WITNESS WHEREOF the parties have hereunto duly executed this Agreement on the date first above written.

GSB INVESTMENT CORP.

(signed) "*Matthew von Teichman*"
Name: Matthew von Teichman
Title: Chief Executive Officer
Authorized Signing Officer

GREENSPACE BRANDS INC.

(signed) "*Matthew von Teichman*"
Name: Matthew von Teichman
Title: President and CEO
Authorized Signing Officer

	(signed) "*David Reingold*"
Witness:	**DAVID REINGOLD**, in his capacity as Vendors' Representative

SCHEDULE 1.1B

[REDACTED]

SCHEDULE 1.1C2

[REDACTED]

SCHEDULE 1.1G

[REDACTED]

SCHEDULE 1.1H

[REDACTED]