SECOND MANDATORY SHARE PURCHASE AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 7th day of October, 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 mandatory share purchase agreement dated February 25, 2016 as amended on August 17, 2016 (the "**Mandatory Share Purchase Agreement**");

2. capitalized terms used and not otherwise defined herein have the meanings given to them in the Mandatory Share Purchase Agreement; and

3. the parties hereto wish to amend the Mandatory Share Purchase Agreement to revise certain terms included therein;

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 Mandatory Share Purchase Agreement.

The Mandatory Share Purchase Agreement shall be amended as follows:

1. The following definitions are added to section 1.1:

   (a) "**Additional Cash Consideration**" means $108,000 in lawful currency of Canada;

(b) “**Additional Share Consideration**” means that number of Common Shares equal to $400,000 divided by the volume weighted average trading price of the Common Shares on the Exchange for the 20 consecutive trading days ended the day prior to the date of issuance, subject to Exchange approval, to be issued to the Vendors in exchange for common shares of the Purchaser issued to the Vendors at the time of Closing;

(c) “**Cash Consideration Interest**” means any interest accrued on the Cash Consideration up to the Closing Date;

(d) “**Closing Payout Letter**” means the payout letter delivered to the Purchaser by the Vendors prior to the Closing Date;

(e) “**TD Financing**” means the asset financed loan entered into by GreenSpace, as borrower, with the Toronto-Dominion Bank, as lender, on the date hereof, 2016.

2. The definition of “Cash Consideration” in section 1.1 is deleted in its entirety and replaced with the following;

   (a) “**Cash Consideration**” means $3,200,000 in lawful currency of Canada, of which, following the closing of the Equity Financing, $2,100,000 remained outstanding, bearing interest at a rate of 7% per annum;

3. The definitions “Warrant”, “Warrant Consideration” and “Warrant Share” are deleted.

4. Section 2.2 is deleted in its entirety and replaced with the following:

“2.2 Amount of Purchase Price

Subject to the other terms and conditions herein, the purchase price payable by the Purchaser to the Vendors for the Purchased Shares shall be $4,500,000 (the “**Purchase Price**”), comprised of the Cash Consideration, the Additional Cash Consideration, the Share Consideration and the Additional Share Consideration.”

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

“2.3 Payment of the Purchase Price

Subject to the other terms and conditions herein, the Purchaser shall pay and satisfy, on the Closing Date, the Purchase Price and the Cash Consideration Interest to the Vendors as follows:

(a) by paying the Additional Cash Consideration and the Cash Consideration Interest in proportion to such Vendor(s) as set forth in the Closing Payout Letter by wire transfer of immediately available funds pursuant to the wire instructions for such Vendor(s) set forth in the Closing Payout Letter;

(b) by paying any portion of the Cash Consideration as elected to be paid by the Purchaser, in proportion to such Vendor(s) as set forth in the Closing Payout Letter by wire transfer of immediately available funds pursuant to the wire instructions for such Vendor(s) set forth in the Closing Payout Letter;

(c) by issuing a promissory note to the Vendors for any remaining portion of the Cash Consideration plus accrued interest, such note which shall continue to be secured, bear interest at a rate of 7% per annum and be subject to the same default provisions as applicable to the Cash Consideration under the Mandatory Purchase Agreement, and shall be due October 1, 2017; and

(d) by issuing the Purchaser Common Shares to each Vendor as set forth in the Closing Payout Letter by delivery of an original share certificate for each such Vendor as set forth in the Closing Payout Letter."

B. Consent.

The Vendors hereby consent: (i) pursuant to section 4.3 of the Mandatory Purchase Agreement, to the TD Financing; and (ii) to the Closing Date being the date of the Agreement.

C. General.

1. The parties hereto expressly covenant and agree that the provisions hereof shall be binding upon each of them, that the Mandatory Share Purchase Agreement 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 Mandatory Share Purchase Agreement and the provisions herein contained, the provisions herein contained shall prevail.

2. Except as provided herein, the terms and conditions of the Mandatory Share Purchase Agreement and the 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.

(Reminder of Page Intentionally Left Blank)

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

GSB INVESTMENT CORP.

Per: (signed) "*Matthew von Teichman"*

Name: Matthew von Teichman
Title: Chief Executive Officer
Authorized Signing Officer

GREENSPACE BRANDS INC.

Per: (signed) "*Matthew von Teichman"*

Name: Matthew von Teichman
Title: President and CEO
Authorized Signing Officer

(signed) **[Redacted]**	(signed) "*David Reingold*"
Witnessed	**DAVID REINGOLD**, in his capacity as Vendors' Representative