FIRST AMENDMENT TO
AMENDED & RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED & RESTATED CREDIT AGREEMENT (this "**Agreement**") is dated as of December 30, 2022.

RECITALS:

A. Reference is made to the Amended & Restated Credit Agreement dated as of October 28, 2022 between **Entourage Brands Corp.** as Borrower, **Entourage Health Corp.**, **2686912 Ontario Limited**, **2686913 Ontario Inc.**, **Starseed Holdings Inc., CannTx Life Sciences Inc.** and **North Star Wellness Inc.**, as Guarantors, and **Bank of Montreal** ("**BMO**") as Administrative Agent, Lead Arranger, Syndication Agent, Sole Bookrunner and Lender, (as amended to date, the "**Credit Agreement**").

B. An Event of Default has occurred under the Credit Agreement in that the Credit Parties did not meet the minimum quarterly EBITDA requirement of negative $6,000,000 for the Fiscal Quarter ended September 30, 2022 by a further negative $4,722,000 (the "**Event of Default**").

C. The Borrower has advised the Administrative Agent that it will not be able to meet the other minimum quarterly EBITDA targets set out in Section 5.1(14)(a) of the Credit Agreement.

D. The LIUNA Lender continues to be supportive and has agreed to provide a further $15,000,000 to the Borrower to permit it to cover expenses while the Credit Parties engage in the decommissioning and sale of their greenhouse facilities.

E. The Administrative Agent is prepared to support the Plan under the terms and conditions set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms. In this Agreement, unless something in the subject matter or context is inconsistent: (a) terms defined in the description of the parties or in the recitals have the meanings given to them in the description or recitals, as applicable; and (b) all other capitalized terms have the meanings given to them in the Credit Agreement.

1.2 Headings. The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2
AMENDMENTS TO CREDIT AGREEMENT

2.1 Amendments to Credit Agreement. The Credit Agreement is amended as follows:

(a) Section 1.1 (*Definitions*) is amended as follows:

(i) A new definition of "Plan" is inserted in appropriate alphabetical sequence as follows:

""**Plan**" means the decommissioning and sale of the Credit Parties' greenhouse facilities to provide funds which, together with whatever additional funds as are necessary, shall be used to irrevocably, fully and finally repay the Secured Obligations and terminate the Credits extended under the Credit Agreement, following which any and all obligations and liabilities owing by the Administrative Agent or BMO to the Credit Parties under or relating to the Credit Agreement shall terminate.

(ii) A new definition of "First Amendment to the Credit Agreement" is inserted in appropriate alphabetical sequence as follows:

""**First Amendment to the Credit Agreement**" means the first amendment to this Agreement dated December 30, 2022."

(b) Section 5.1(14)(a) is replaced with the following:

"(a) *Minimum EBITDA*. Maintain a minimum quarterly EBITDA in the amounts and for the fiscal quarters indicated below at all times during the period from the Closing Date to the Conversion Date:

(i) for the Fiscal Quarter ended December 31, 2022 – [*Redacted - Commercially Sensitive Information*];

(ii) for the Fiscal Quarter ended March 31, 2023 – [*Redacted - Commercially Sensitive Information*];

(iii) for the Fiscal Quarter ended June 30, 2023 – [*Redacted - Commercially Sensitive Information*];

(iv) for the Fiscal Quarter ended September 30, 2023 – [*Redacted - Commercially Sensitive Information*]; and

(v) for the Fiscal Quarter ended December 31, 2023 – [*Redacted - Commercially Sensitive Information*]."

(c) Section 5(14)(e) is replaced with the following:

"(e) *Liquidity Coverage*. Maintain Liquidity Coverage of not less that $5,000,000 at all times."

(d) New subsections are added to the end of Section 5.1as follows:

(i) "(20) *Plan.* The Credit Parties shall pursue the Plan with all commercially reasonable efforts and report to the Administrative Agent at least bi-weekly regarding brokerage appointments, marketing efforts, showings, expressions of interest and offers received and/or accepted relating to the disposal of the greenhouse facilities.

(ii) (21) *Additional Security*. The Credit Parties agree to deposit $2,000,000 into a blocked account maintained with the Administrative Agent on or before January 31, 2023 as Collateral for the Secured Obligations (the "**New Collateral**") and sign such account collateral or other Security Documents as the Administrative Agent my require. The New Collateral may be applied by the Administrative Agent against the Secured Obligations in either of the following circumstances, which may be concurrent:

(A) if and when the amount of net proceeds realized from the sale of the Credit Parties' greenhouse properties under the Plan is insufficient to fully and finally repay all Secured Obligations, to the extent of any such shortfall; and

(B) upon the occurrence and during the continuance of an Event of Default.

ARTICLE 3
WAIVER OF FINANCIAL COVENANT DEFAULT

3.1 The Administrative Agent hereby waives the Event of Default for the Fiscal Quarter ended September 30, 2022 only.

ARTICLE 4
APPOINTMENT OF CONSULTANT

4.1 Immediately upon request by the Administrative Agent, the Borrower shall appoint a consultant from a major national accounting firm acceptable to the Administrative Agent under terms and conditions acceptable to the Administrative Agent, which terms and conditions shall include the following:

(a) the Borrower shall be responsible for all costs and expenses of the consultant;

(b) the consultant shall review the operations, books and records of Entourage, the Borrower and their affiliates to determine the viability of the Borrower's business and identify the barriers to success;

(c) the consultant shall monitor the Borrower's operations, business, financial and other affairs, review any reporting provided by the Borrower to to the Administrative Agent, and provide such other reports and other advice as the Administrative Agent may require from time to time;

(d) the consultant shall report exclusively to the Administrative Agent but may release redacted copies of materials relevant to the Borrower's operations at the Administrative Agent's discretion; and

(e) the consultant may act for the Administrative Agent in relation to any insolvency or restructuring process involving the Borrower, Entourage or any other Credit Party(ies).

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties. Each of the Credit Parties represents and warrants to the Administrative Agent as follows:

(a) this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation of each Credit Party, enforceable against each Credit Party in accordance with its terms;

(b) the Credit Agreement, as amended by this Agreement, constitutes a legal, valid and binding obligation of each Credit Party, enforceable against each Credit Party in accordance with its terms (except as such enforceability may be limited by the availability of equitable remedies and the effect of bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally); and

(c) subject to the waivers and consents set out in this Agreement, the representations and warranties of each Credit Party set forth in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the date hereof, except to the extent any such representation or warranty is made as of a specified date.

ARTICLE 6
FEES

6.1 Fees. The Borrower shall pay to the Administrative Agent for its own account a fee of [*Redacted - Commercially Sensitive Information*] (the "**Amendment Fee**").

ARTICLE 7
CONDITIONS PRECEDENT AND SUBSEQUENT

7.1 Conditions Precedent. This Agreement shall become effective on the date (such date being referred to as the "**Effective Date**") of receipt by the Administrative Agent of in form and substance satisfactory to the Administrative Agent of the following:

(a) the Amendment Fee;

(b) an officer's certificate from a senior officer of each Credit Party attaching a true copy of a resolution of the Borrower approving the execution, delivery and performance of this Agreement;

(c) financial projections to at least December 31, 2023 based upon assumptions satisfactory to the Administrative Agent;

(d) payment of all outstanding fees and expenses owing to the Administrative Agent's counsel; and

(e) a counterpart of this Agreement duly executed by each of the parties.

ARTICLE 8
GENERAL

8.1 Continuing Effect; Confirmation of Security Documents. Except as specifically stated in this Agreement, the Credit Agreement and the other Loan Documents continue in full force and effect, unamended. Each Credit Party confirms and agrees that: (a) the guarantees and indemnities granted by each Guarantor extend to the indebtedness, liabilities and obligations of the Borrower under or in relation to the Credit Agreement as amended by this Agreement; (b) the Security Documents and the security interests granted under the Security Documents continue in full force and effect notwithstanding this Agreement and the amendments to the Credit Agreement effected hereby; and (c) the guaranteed and secured obligations described in the Security Documents include indebtedness, liabilities and obligations arising under or in connection with the Credit Agreement as amended by this Agreement. All indebtedness, liabilities and obligations arising under or in connection with the Credit Agreement shall be continuing with only the terms thereof being modified as provided in this Agreement, and this Agreement shall not evidence or result in a novation of such indebtedness, liabilities or obligations or the Security Documents.

8.2 Binding Nature. This Agreement shall enure to the benefit of and be binding upon the Credit Parties, the Administrative Agent and the Lenders and their respective successors and permitted assigns.

8.3 Conflicts. If, after the date of this Agreement, any provision of this Agreement is inconsistent with any provision of the Credit Agreement, the relevant provision of this Agreement shall prevail.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and of the federal laws of Canada applicable therein.

8.5 Reservation of Rights. Notwithstanding that the Administrative Agent has entered into this Agreement, it reserves all of its rights under the Credit Agreement, the Security Documents and the other Loan Documents.

8.6 Counterpart and Facsimile. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by facsimile or electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

Signature pages follow.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ENTOURAGE BRANDS CORP., as Borrower

By: [*Redacted*]

Name: [*Redacted*]

Title: [*Redacted*]

ENTOURAGE HEALTH CORP., as Guarantor

By: [*Redacted*]

Name: [*Redacted*]

Title: [*Redacted*]

2686912 ONTARIO LIMITED, as Guarantor

By: [*Redacted*]
Name: [*Redacted*]
Title: [*Redacted*]

2686913 ONTARIO INC., as Guarantor

By: [*Redacted*]
Name: [*Redacted*]
Title: [*Redacted*]

STARSEED HOLDINGS INC., as Guarantor

By: [*Redacted*]
Name: [*Redacted*]
Title: [*Redacted*]

NORTH STAR WELLNESS INC. as Guarantor

By: [*Redacted*]
Name: [*Redacted*]
Title: [*Redacted*]

CANNTX LIFE SCIENCES INC., as Guarantor

By: [*Redacted*]
Name: [*Redacted*]
Title: [*Redacted*]

BANK OF MONTREAL, as Lender

By: [*Redacted*]
Name: [*Redacted*]
Title: [*Redacted*]

By: [*Redacted*]
Name: [*Redacted*]
Title: [*Redacted*]

BANK OF MONTREAL, as Administrative Agent

By: [*Redacted*]
Name: [*Redacted*]
Title: [*Redacted*]

By: [*Redacted*]
Name: [*Redacted*]
Title: [*Redacted*]