

All Js Greenspace LLC
4300 East 5th Avenue
Columbus, Ohio 43215

CONFIDENTIAL

January 22, 2019

Green Growth Brands Inc.
4300 East 5th Avenue
Columbus, Ohio 43215

Attention: Peter Horvath

Ladies and Gentlemen:

In connection with the proposed offer (the “*Offer*”) by Green Growth Brands Inc. (the “*Company*”, “*your*” or “*you*”) or its subsidiaries to purchase all of the issued and outstanding common shares of Aphria Inc. (the “*Target*”), in accordance with the terms, and subject to the conditions, set forth in the offer and circular attached as Annex A hereto (the “*Offer and Circular*”), All Js Greenspace LLC (together with its successors and permitted assigns, “*Investor*”, “*our*” or “*we*”) is pleased to advise you of its commitment to subscribe for and purchase up to C\$150,000,000 of newly issued common shares or (in our discretion) proportionate voting shares of the Company (for per share consideration of C\$7.00 in the case of common shares or C\$3,500.00 in the case of proportionate voting shares) (as may be decreased pursuant hereto, the “*Investment*”) in accordance with the terms, and subject to the conditions, of this letter agreement (this “*Commitment Letter*”). In consideration of the commitment hereunder, promptly upon the execution of this Commitment Letter, you hereby agree to pay to Investor a non-refundable commitment fee of C\$7,500,000 (“*Commitment Fee*”), payable through the issuance of 2,504 proportionate voting shares of the Company. If, prior to the completion of the Investment, the Company sells, or enters into an agreement to sell (including entering into a binding commitment to purchase), more than C\$150,000,000 of any shares of its capital stock (such aggregate purchase price above C\$150,000,000, the “*Excess Investment*”), then, unless and to the extent we otherwise elect in writing, and subject to and without limitation of any of the other terms and conditions hereof, our commitment/Investment hereunder shall be reduced, on a dollar-for-dollar basis, by the amount of the Excess Investment. For purposes of this Commitment Letter, your capital stock shall include your common shares and proportionate voting shares and any other equity securities, or securities convertible or exchangeable into such shares or other equity securities.

The commitment of Investor hereunder to fund its Investment on the date to be specified in the Share Purchase Agreement (as defined below) is subject to: (a) the negotiation and execution by you and Investor of a share purchase agreement (including the schedules) (the “*Share Purchase Agreement*”), on the terms and conditions reasonably satisfactory to Investor and you; (b) your purchase of at least 66 2/3% of the outstanding shares (on a fully diluted basis) of Target on the terms set forth in the Offer and Circular; (c) the satisfaction of all of the conditions of and/or contained in the Offer and Circular as determined by Investor; (d) there being no amend-

ment or waiver of any terms or conditions of and/or contained in the Offer and Circular; (e) the satisfaction of the conditions to be set forth in the Share Purchase Agreement (such conditions to be customary and reasonable for a transaction of this type); (f) you not changing your capital structure or capitalization, including by issuing any common shares, proportionate voting shares or any other shares of capital stock (other than issuances of common shares so long as the per share price in each case equals or exceeds C\$7.00 per share or issuances of common shares pursuant to the terms of convertible securities and stock options issued and outstanding prior to the date hereof so long as there is no amendment or modification to such terms on or following the date hereof), any stock split or reverse stock split, the payment of any dividend in cash, stock or otherwise, or any other event or transaction; and (g) there being no material and negative effect, change or development with respect to your business, assets, liabilities, prospects or results of operations.

To induce Investor to enter into this Commitment Letter, you hereby agree that we have the right to purchase, and you hereby agree to sell to us if, as and when we so elect, an amount in our discretion of up to C\$150,000,000 of newly issued common shares or (in our discretion) proportionate voting shares of the Company (for per share consideration of C\$7.00 in the case of common shares or C\$3,500.00 in the case of proportionate voting shares); *provided* that nothing in this sentence shall limit our obligations to fund our commitment to the extent provided in this Commitment Letter. It being understood and agreed that any amount purchased pursuant to this paragraph shall reduce, on a dollar-for-dollar basis, our commitment/Investment hereunder.

You also hereby agree to obtain (or if obtained prior to the date hereof, to maintain), from the Canadian Securities Exchange, price protection with respect to the issuances contemplated hereby for C\$7.00/C\$3,500.00 (per common share and proportionate voting share, respectively) for the duration of this Commitment Letter. You also hereby agree to obtain, as soon as practicable following the date hereof, the approval of the Canadian Securities Exchange for the issuance of common shares and/or proportionate voting shares contemplated hereby. Notwithstanding anything to the contrary in this Commitment Letter, if such approval is not obtained within seven (7) days of the date hereof, at our option (exercisable in our sole discretion), all of our obligations under this Commitment Letter shall automatically terminate unless you pay us the Commitment Fee in cash before the end of such seven (7) day period. For the avoidance of doubt, we shall have no obligation to purchase any shares hereunder unless approval for such purchase has been obtained from the Canadian Securities Exchange.

To induce Investor to enter into this Commitment Letter, you agree to indemnify and hold harmless Investor, its affiliates (other than you and your subsidiaries) and the respective officers, directors, equityholders, employees, agents, advisors and other representatives of each of the foregoing and their successors and permitted assigns (each, an “*Indemnified Person*” and collectively, “*Indemnified Persons*”), from and against any and all losses (excluding any losses solely to the extent resulting from diminution in the price or value of the common shares or proportionate voting shares of Green Growth), claims, damages, penalties, liabilities, fines, judgments, awards, settlements, costs, fees and expenses (including reasonable attorneys’ fees) (collectively, “*Losses*”) to which such Indemnified Persons may become subject as a result of, arising in connection with or relating to any of the transactions contemplated by this Commitment Letter and the Share Purchase Agreement (including any claim, suit, action, arbitration, cause of action, complaint, allegation, criminal prosecution, investigation, demand letter, or proceeding,

whether at law or at equity and whether public or private, before or by any governmental authority, any arbitrator or other tribunal (each, an “**Action**”) by any Person (as defined below) (including, without limitation, any of your or the Company’s shareholders regardless of whether such Action is against Investor or its affiliates) as a result of, arising in connection with or relating to any of the transactions contemplated by this Commitment Letter or the Share Purchase Agreement); *provided* that the Company will not be liable to indemnify any Indemnified Person for any such Losses to the extent that such Losses have resulted from a material breach of the obligations of such Indemnified Person under this Commitment Letter or the Share Purchase Agreement.

Each Indemnified Person shall give the Company prompt written notice (an “**Indemnification Notice**”) of any third party Action it has actual knowledge of that might give rise to Losses, which notice shall set forth a description of those elements of such Action of which such Indemnified Person has knowledge; *provided* that any delay or failure to give such Indemnification Notice shall not affect the indemnification obligations of the Company hereunder except to the extent the Company is materially prejudiced by such delay or failure.

The Company shall have the right, exercisable by written notice to the applicable Indemnified Person(s) within thirty (30) days of receipt of the applicable Indemnification Notice, to select counsel to defend and control the defense of any third party claim set forth in such Indemnification Notice; *provided* that the Company shall not be entitled to so select counsel or control the defense of any claim if (a) such claim seeks primarily nonmonetary or injunctive relief against the Indemnified Person or alleges any violation of criminal law, (b) the Company does not, subsequent to its assumption of such defense in accordance with this paragraph, conduct the defense of such claim actively and diligently, (c) such claim includes as the named parties both the Company and the applicable Indemnified Person(s) and such Indemnified Persons reasonably determine upon the advice of counsel that representation of all such Indemnified Persons by the same counsel would be prohibited by applicable codes of professional conduct, or (d) in the event that, based on the reasonable advice of counsel for the applicable Indemnified Person(s), there are one or more material defenses available to the applicable Indemnified Person(s) that are not available to the Company. If the Company does not assume the defense of any third party claim in accordance with this paragraph, the applicable Indemnified Person(s) may continue to defend such claim at the sole cost of the Company and the Company may still participate in, but not control, the defense of such third party claim at the Company’s sole cost and expense.

No Indemnified Person shall consent to a settlement of, or the entry of any judgment arising from, any such claim, without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed). Except with the prior written consent of the applicable Indemnified Person(s) (such consent not to be unreasonably withheld, conditioned or delayed), the Company, in the defense of any such claim, shall not consent to the entry of any judgment or enter into any settlement that (a) provides for injunctive or other nonmonetary relief affecting any Indemnified Person or (b) does not include as an unconditional term thereof the giving by each claimant or plaintiff to each such Indemnified Person(s) of an unconditional release of such Indemnified Person(s) from all liability with respect to such Action. In any such third party claim where the Company has assumed control of the defense thereof, the Company shall keep the applicable Indemnified Person(s) informed as to the status of such claim at all stages thereof (including all settlement negotiations and offers), promptly submit to such Indem-

nified Person(s) copies of all pleadings, responsive pleadings, motions and other similar legal documents and paper received or filed in connection therewith, permit such Indemnified Person(s) and their respective counsels to confer with the Company and its counsel with respect to the conduct of the defense thereof, and permit such Indemnified Person(s) and their respective counsel(s) a reasonable opportunity to review and comment on all legal papers to be submitted prior to their submission and shall in good faith consider and implement any such comments prior to such submission.

You agree to promptly reimburse Investor on demand for all reasonable out-of-pocket fees and expenses (including legal fees and expenses incurred in connection with due diligence) incurred by or on behalf of Investor and its affiliates (other than you and your subsidiaries) prior to, on or after the date hereof in connection with the Investment and the preparation, negotiation and execution of any related documentation, including this Commitment Letter and the Share Purchase Agreement. The Company's reimbursement obligations under this paragraph shall remain effective whether or not the Share Purchase Agreement is executed and notwithstanding any termination or expiration of this Commitment Letter.

You agree that Investor will act under this Commitment Letter as an independent contractor and that nothing in this Commitment Letter will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between Investor, on the one hand, and you, your equity holders or your subsidiaries and affiliates, on the other hand. You acknowledge and agree that (a) the transactions contemplated by this Commitment Letter are arm's-length commercial transactions between Investor, on the one hand, and you, on the other, (b) in connection therewith and with the process leading to such transaction, Investor is acting solely as a principal and not as an agent or fiduciary of you, your management, equity holders, creditors, subsidiaries, affiliates or any other person, (c) Investor has not assumed an advisory or fiduciary responsibility or any other obligation in favor of you or your affiliates with respect to the Investment, the exercise of the remedies with respect thereto or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or the Target or any of your or their respective affiliates on other matters) and Investor has no obligation to you, the Target or your or their respective affiliates with respect to the transactions contemplated hereby except the obligations to you expressly set forth in this Commitment Letter and (d) Investor has not provided any legal, accounting, regulatory or tax advice and you have consulted your own legal and financial advisors to the extent you deemed appropriate.

You agree that you will not disclose, directly or indirectly, this Commitment Letter or the contents hereof, or the activities of Investor pursuant hereto, to any person or entity without Investor's prior written approval (such approval not to be unreasonably withheld, delayed or conditioned), except (a) if Investor consents in writing to such proposed disclosure or (b) pursuant to an order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation or compulsory legal process or to the extent requested or required by governmental and/or regulatory authorities, in each case based on the reasonable advice of your legal counsel (in which case you agree, to the extent practicable and not prohibited by applicable law, rule or regulation, to inform us promptly thereof prior to disclosure); *provided* that (x) you may disclose this Commitment Letter and the contents hereof to the Target, its subsidiaries and its and their respective officers, directors, employees, agents, attorneys, accountants, advisors and controlling persons, on a confidential and

need-to-know basis pursuant to a confidentiality agreement entered into with Target in form and substance satisfactory to Investor, and (y) you may disclose the Commitment Letter and its contents to the extent required in connection with any public or regulatory filing requirement with respect to the Offer (provided that Investor shall have the right to review and comment on any such disclosure, and all such comments shall be accepted unless you can establish that such comments would make the disclosure inaccurate in any material respect). The Parties hereby acknowledge that this Commitment Letter will be required to be filed with the applicable securities regulatory authorities following execution hereof in connection with the Offer.

The confidentiality provisions set forth in this Commitment Letter shall survive the termination of this Commitment Letter.

By its acceptance of the benefits of this Agreement, the Company acknowledges and agrees that it has no right of recovery against, and that no recourse shall be had against and no personal liability shall attach to, any former, current and future direct or indirect controlling persons, stockholders, directors, officers, employees, agents, affiliates, equityholders, managers, general or limited partners, attorneys or other representatives of Investor, or any of their respective successors or assignees or any of the former, current and future direct or indirect controlling persons, stockholders, directors, officers, employees, agents, affiliates, equityholders, managers, general or limited partners, lenders, attorneys or other representatives or successors or assignees of any of the foregoing (each a “*Specified Person*” and together, the “*Specified Persons*”), whether by or through attempted piercing of the corporate veil, by or through a claim (whether at law or in equity or in tort, contract or otherwise) by or on behalf any of the Specified Persons, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any applicable law, or otherwise, except, for the avoidance of doubt, for its rights to recover from Investor (including any of its successors or permitted assigns, but not any other Person) under and to the extent provided in this Commitment Letter; it being agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Specified Person for any obligation of Investor or any of its successors or permitted assigns under this Commitment Letter or any documents or instrument delivered in connection herewith or in respect of any oral representations made or alleged to have been made in connection herewith or for any claim (whether at law or in equity or in tort, contract or otherwise) based on, in respect of, or by reason of such obligation or their creation. Recourse against Investor under this Commitment Letter, subject to the limitations and conditions set forth herein, shall be the sole and exclusive remedy of the Company and all of its affiliates against Investor and any Specified Person in respect of any liabilities or obligations arising under, or in connection with, this Commitment Letter or in connection with the failure of the Offer (or any related transaction) to be consummated for any reason or in respect of any representations made or alleged to be made in connection therewith (whether at law or in equity or in tort, contract or otherwise).

Neither party may assign its rights or obligations under this Commitment Letter or designate another individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or any other entity or organization (each, a “*Person*”) (a) to perform all or part of its obligations under this Commitment Letter or (b) to have all or part of its rights and benefits under this Commitment Letter, in each case without the prior written consent of you and Investor; *provided* that Investor may assign its rights and obligations under this Commitment Letter to one or more of its affiliates without your prior

written consent. In the event of any assignment in accordance with the terms of this Commitment Letter, the assignee shall specifically assume and be bound by the provisions of this Commitment Letter by executing a written agreement to be bound by and subject to the provisions of this Commitment Letter and shall deliver an executed counterpart signature page to this Commitment Letter and, notwithstanding such assumption or agreement to be bound hereby by an assignee, no such assignment shall relieve any party assigning any interest hereunder from its obligations or liability pursuant to this Commitment Letter; *provided however*, that Investor shall be relieved of its obligations and liabilities to the extent such assigned commitment is actually funded.

All notices, demands and other communications hereunder shall be in writing and shall be deemed given if delivered personally (notice deemed given upon receipt), by email transmission (notice deemed given upon confirmation of receipt) or sent by a nationally recognized overnight courier service, such as Federal Express (notice deemed given upon receipt of proof of delivery), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Investor, to:

All Js Greenspace LLC
4300 East 5th Avenue
Columbus, Ohio 43215
Attention: [redacted]
Email: [redacted]

If to the Company, to:

Green Growth Brands Inc.
4300 East 5th Avenue
Columbus, Ohio 43215
Attention: [redacted]
Email: [redacted]

This Commitment Letter and the commitments and agreements hereunder are intended to be solely for the benefit of the parties hereto (and Indemnified Persons and Specified Persons, each of whom are third party beneficiaries of this Commitment Letter entitled to enforce the provisions of this Commitment Letter that are applicable to them to the same extent as if such Indemnified Persons or Specified Persons, as applicable, were parties hereto) and do not and are not intended to confer any benefits upon, or create any rights in favor of, any Person other than the parties hereto (and Indemnified Persons to the extent expressly set forth herein). This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by Investor and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signa-

ture page of this Commitment Letter by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter (a) is the only agreement that has been entered into among the parties hereto with respect to Investor’s commitments with respect to the Investment and (b) supersedes all prior understandings, whether written or oral, among us with respect to the Investment and sets forth the entire understanding of the parties hereto with respect thereto. THIS COMMITMENT LETTER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER, OR RELATED TO, THIS COMMITMENT LETTER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Each of the parties hereto hereby irrevocably and unconditionally (a) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the party, as the case may be, at its address set forth above or at such other address of which the other party shall have been notified pursuant thereto, (b) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York County in the State of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter or the transactions contemplated hereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court, (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter or the transactions contemplated hereby in any New York State or in any such Federal court, (d) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (e) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

The indemnification, exculpation, limitations on liability, no recourse against other Persons, reimbursement of expenses, jurisdiction, governing law, venue, waiver of jury trial and confidentiality provisions contained herein shall remain in full force and effect notwithstanding the termination or expiration of this Commitment Letter or the commitment hereunder; *provided* that all obligations under this Commitment Letter shall automatically terminate and be superseded by the provisions of the Share Purchase Agreement upon the execution thereof by you and Investor. You may terminate this Commitment Letter at any time subject to the provisions of the preceding sentence.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter by returning to Investor (or its legal counsel), executed counterparts hereof not later than 11:59 p.m., New York City time, on January 22, 2019 (or such later date as Investor may agree in writing). Investor's commitments and obligations hereunder will expire at such time in the event that Investor has not received such executed counterparts in accordance with the immediately preceding sentence. If you do so execute and deliver to us this Commitment Letter at or prior to such time, we agree to hold our commitment to provide the Investment and our other undertakings in connection therewith available for you until the earliest of (a) termination, withdrawal or expiration of the Offer, (b) the execution of the Share Purchase Agreement, (c) any amendment or waiver of any term or condition of or contained in the Offer and Circular without obtaining the prior written consent of Investor and (d) May 13, 2019. Upon the occurrence of any of the events referred to in the preceding sentence, this Commitment Letter and Investor's commitment hereunder shall automatically terminate unless Investor shall agree to an extension in writing. Notwithstanding the foregoing, your obligation to sell common shares or proportionate voting shares to us, as set forth herein, shall not terminate or expire until May 23, 2019, regardless of any termination of the Commitment Letter for the reasons specified in the other sentences of this paragraph.

Without limiting any conditions set forth herein, in the event that, during the period between the date hereof and the termination of all purchase or sale obligations hereunder, the number or class of any outstanding shares of the Company's capital stock is changed into a different number or a different class of shares as a result of a reclassification, stock split (including a reverse stock split), stock dividend, recapitalization or other similar transaction, then the share and dollar amounts set forth herein shall be equitably adjusted, without duplication, to reflect such change.

[Signature pages follow]

Very truly yours,

ALL JS GREENSPACE LLC

By: "*Benton Kraner*"

Name: Benton Kraner

Title: Manager

Accepted and agreed to as of the date first above written:

GREEN GROWTH BRANDS INC.

By: “Peter Horvath”
Name: Peter Horvath
Title: Chief Executive Officer

Annex A

Final Circular

[INTENTIONALLY OMITTED]