

FORM 10

NOTICE OF PROPOSED SIGNIFICANT TRANSACTION (not involving an issuance or potential issuance of a listed security)

Name of Listed Issuer: Green Growth Brands Inc. (the "Issuer").

Trading Symbol: GGB

Issued and Outstanding Securities of the Issuer Prior to Transaction: 206,396,067
common shares of the Issuer and 63, 931 proportionate voting shares of the Issuer

Date of News Release Fully Disclosing the Transaction: February 24, 2020

1. Transaction

1. Provide details of the transaction including the date, description and location of assets, if applicable, parties to and type of agreement (eg: sale, option, license, contract for Investor Relations Activities etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material:

The BRN Group Inc. ("BRN") has agreed to acquire (the "CBD Transaction") the Issuer's cannabidiol business (the "CBD Business"). The Issuer and an affiliate of BRN (the "Purchaser") have executed a "stalking horse" asset purchase agreement (the "Stalking Horse Agreement") in respect of the CBD Transaction pursuant to which the Purchaser will acquire all of the assets and assume the current liabilities and certain other obligations of the CBD Business. It is anticipated that the Issuer will hold up to a 20% carried interest in the CBD Business following completion of the CBD Transaction. In connection with the sale of the CBD Business and upon consummation of same, BRN intends to enter into a strategic advisory and services agreement for the CBD Business with an affiliate of Authentic Brands Group LLC.

The Stalking Horse Agreement includes a 30-day "go shop" period (the "Go Shop Period") which permits the Issuer, with the assistance of its financial advisor, to actively solicit, evaluate and enter into negotiations with third parties that express an interest in acquiring the CBD Business. The go-shop period expires on March 25, 2020. The Stalking Horse Agreement also provides for other customary terms for an agreement of this type. A termination fee is payable to the BRN Group in the amount of US\$750,000

plus customary expense and deposit reimbursement in the event the Stalking Horse Agreement is terminated by the Issuer during the Go Shop Period to enter into a superior proposal. The obligations of the Purchaser under the Stalking Horse Agreement have been guaranteed by BRN.

The CBD Transaction may constitute a "related party transaction" within the meaning of Multilateral Instrument 61-101 - Protections of Minority Security Holders in Special Transactions ("MI 61-101"). The Board of Directors of the Issuer (the "Board"), acting in good faith, and at least two-thirds of the independent members of the Board, acting in good faith, have determined that the Issuer is in serious financial difficulty with limited alternatives, that the CBD Transaction is designed to improve the Issuer's financial position and that the terms of the CBD Transaction are reasonable in the Issuer's circumstances. As such, the Issuer intends to rely on the exemption from the minority shareholder approval requirements of MI 61-101 based on the financial hardship exemption set forth in Section 5.7(1)(e) of MI 61-101.

2. Provide the following information in relation to the total consideration for the transaction (including details of all cash, non-convertible debt securities or other consideration) and any required work commitments:
 - (a) Total aggregate consideration in Canadian dollars: In consideration for the assets of the CBD Business, the Purchaser will assume the current liabilities and certain other obligations of the CBD Business.
 - (b) Cash: See (a) above _____ .
 - (c) Other: See (a) above _____ .
 - (d) Work commitments: See (a) above _____ .

3. State how the purchase or sale price and the terms of any agreement were determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).

The terms of the Stalking Horse Agreement were negotiated by the Issuer's management and a special committee of directors (the "Special Committee") of the Issuer with assistance from its financial advisor, AltaCorp Capital Inc. ("AltaCorp") and its legal advisor.

In connection with the CBD Transaction, the Issuer formed the Special Committee to explore a full range of strategic alternatives with respect the CBD Business. The Special Committee's mandate includes overseeing the negotiation of definitive documentation in connection with the CBD

Transaction, any competing proposal or other potential transaction, soliciting, evaluating and negotiating any competing offers, pursuing potential sources of financing and considering a full range of strategic alternatives in relation to the business of the Issuer and potential cost saving measures and other operational efficiencies.

The Board has received an opinion from AltaCorp to the effect that, as of the date of such opinion, the consideration provided for in the CBD Transaction is fair, from a financial point of view, to the Issuer, based upon and subject to the assumptions, limitations, qualifications and such other matters as AltaCorp considered relevant. In addition, at the recommendation of the Special Committee, the Issuer has retained AltaCorp as its financial advisor to run a sales process during the Go Shop Period on behalf of the Issuer.

4. Provide details of any appraisal or valuation of the subject of the transaction known to management of the Issuer: See Item 3 above
_____ .
5. If the transaction is an acquisition, details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: N/A
_____ .
6. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the transaction (including warrants, options, etc.): N/A
 - (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the transaction (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer):
 - (b) Cash _____ .
 - (c) Other _____ .
7. State whether the vendor, sales agent, broker or other person receiving compensation in connection with the transaction is a Related Person or has any other relationship with the Issuer and provide details of the relationship.
N/A
_____ .
8. If applicable, indicate whether the transaction is the acquisition of an interest
_____ .

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in property contiguous to or otherwise related to any other asset acquired in the last 12 months. N/A

2. Development

Provide details of the development. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: See Item 1.1 above.

3. Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance.
2. To the knowledge of the Issuer, at the time an agreement in principle was reached, no party to the transaction had knowledge of any undisclosed material information relating to the Issuer, other than in relation to the transaction.
3. As of the date hereof there is no material information concerning the Issuer which has not been publicly disclosed.
4. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CNSX Policy 1).
5. All of the information in this Form 10 Notice of Proposed Significant Transaction is true.

Dated February 26, 2020.

Brian Logan
Name of Director or Senior
Officer

(signed) "Brian Logan"
Signature

Chief Financial Officer
Official Capacity