FORM 7  
  
MONTHLY PROGRESS REPORT

Name of Listed Issuer **Golden Leaf Holdings Ltd.** **(the “Issuer” or “GLH”)**.

Trading Symbol: **GLH**

Number of Outstanding Listed Securities: **584,325,896**

Date: **November 2018**

This Monthly Progress Report must be posted before the opening of trading on the fifth trading day of each month. This report is not intended to replace the Issuer’s obligation to separately report material information forthwith upon the information becoming known to management or to post the forms required by Exchange Policies. If material information became known and was reported during the preceding month to which this report relates, this report should refer to the material information, the news release date and the posting date on the Exchange website.

This report is intended to keep investors and the market informed of the Issuer’s ongoing business and management activities that occurred during the preceding month. Do not discuss goals or future plans unless they have crystallized to the point that they are "material information" as defined in the Policies. The discussion in this report must be factual, balanced and non-promotional.

**General Instructions**

1. Prepare this Monthly Progress Report using the format set out below. The sequence of questions must not be altered nor should questions be omitted or left unanswered. The answers to the items must be in narrative form. State when the answer to any item is negative or not applicable to the Issuer. The title to each item must precede the answer.
2. The term “Issuer” includes the Issuer and any of its subsidiaries.
3. Terms used and not defined in this form are defined or interpreted in Policy 1 – Interpretation and General Provisions.

**Report on Business**

1. Provide a general overview and discussion of the development of the Issuer’s business and operations over the previous month. Where the Issuer was inactive disclose this fact.

**Combined wholesale and retail revenues in the third quarter of 2018 was US$5.1 million, as reported in the Issuer’s third quarter earnings.**

1. Provide a general overview and discussion of the activities of management.

**On November 5, 2018, the Issuer announced the closing of its previously announced offering (the "Offering") of debenture units (the "Units") on a "best efforts" private placement basis through Canaccord Genuity Corp. (the "Agent") as sole agent and bookrunner. Pursuant to the Offering, the Company issued a total of 7,948 Units at a price of C$1,000 per Unit, for gross proceeds of C$7,948,000.**

**Each Unit consists of one unsecured subordinated convertible debenture (each a "Debenture" and collectively, the "Debentures") and 1,665 common share purchase warrants (the "Warrants") of the Company. Each Debenture accrues interest at a rate of 12.0% per annum until December 31, 2019 (the first interest payment date), after which such interest rate will decrease to 10.0% per annum and be payable semi-annually until maturity. Each Debenture is convertible into common shares of the Company ("Common Shares") at a price of C$0.30 per Common Share (the "Conversion Price"), subject to adjustment in certain events. The Debentures mature on November 16, 2021. Each Warrant entitles the holder thereof to acquire one Common Share at a price of C$0.40 per Common Share until November 16, 2020, subject to adjustment in certain events.**

**Beginning on the date that is four months and one day following closing of the Offering, the Company may force conversion of the then outstanding principal amount of the Debentures at the Conversion Price (plus the payment of accrued and unpaid interest thereon in cash) on not less than 30 days' notice should the daily volume weighted average trading price of the Common Shares exceed C$0.45 for any 10 consecutive trading days.**

**The Debentures will rank pari passu in right of payment of principal and interest with all other Debentures issued under the Offering and shall be subordinated to all existing secured indebtedness of the Company, including the issued and outstanding senior secured convertible debentures of the Company.**

**Net proceeds from the Offering will be used primarily for working capital and general corporate purposes.**

**The Company paid a cash commission and issued an additional 191 Units and 1,272,867 Warrants to the Agent as compensation in connection with the Offering.**

**All Debentures and Warrants issued upon the closing of the Offering are subject to a statutory hold period lasting four months and one day following the closing date of the Offering.**

**The securities offered have not been, nor will they be, registered under the United States Securities Act of 1933, as amended, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons absent registration or an applicable exemption from the registration requirements. This press release shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any State in which such offer, solicitation or sale would be unlawful.**

**On November 2, 2018, the Issuer signed a non-binding letter of intent to merge with Terra Tech Corp. Consummation of the transaction is subject to a number of conditions, including entering into a mutually agreed definitive arrangement agreement, completion of due diligence, the waiting period for the Hart-Scott-Rodino Act, state and local regulatory approvals, approval by the Ontario courts, Terra Tech board approval, Golden Leaf receiving a positive fairness opinion, Canadian Securities Exchange (the "CSE") approval and Golden Leaf shareholder and board approval.**

**Subsequent event:**

**On December 3, 2018, the Issuer announced that it has favorably restructured the deal terms in its definitive agreement with Tahoe Hydroponics Company and 11T Corp. (collectively "Tahoe"). The deal was originally announced on August 13, 2018.**

**Under the terms of the revised agreement, Golden Leaf will acquire all Nevada and California assets of Tahoe for a consideration of approximately C$33 million (US$25 million), consisting of approximately C$5.3 million (US$4 million) in cash at closing, and the balance in Golden Leaf stock as outlined in detail below. The original agreement had a total consideration of approximately C$52.4M, consisting of approximately C$11.1 million (US$8.5 million) in cash at closing plus that number of shares that equated to a value of C$41.3 million based on Golden Leaf's 20-day VWAP of C$0.2050 for the period ending August 10, 2018. Details of the stock component of the revised agreement is as follows:**

**Issuance of that number of shares of Golden Leaf Holdings common stock equivalent to approximately C$16.2 million (US$12.3 million) calculated using the Company's 60-day volume weighted average stock price immediately prior to November 20th, 2018, payable within 10 calendar days of the completion of Tahoe's audited financial statements;**

**Issuance of that number of shares of Golden Leaf Holdings common stock based on a two-part earn-out provision (the "Earn Out"), in equal parts, of approximately C$11.5 million (US$8.7 million). The first earn-out component will be paid out upon Tahoe achieving their forecasted revenues and net income for the fourth quarter of 2018 and the first two quarters of 2019. The second earn-out component will be paid out upon Tahoe achieving their forecasted revenue and net income for the third and fourth quarters of 2019. In the event either one or both earn-out targets are not met, a sliding scale applies down to a pre-determined threshold, with a catch-up opportunity measured as far out as December 31, 2020. If actual performance is below the minimum pre-determined thresholds, no earn-out will be paid. If actual performance exceeds the pre-determined thresholds, a maximum of an additional C$2.17 million (US$1.65 million) per earn-out component could be achieved.**

**Monthly earn-out payments of approximately C$108,000(US$82,150) based on production of a minimum of one hundred finished pounds of production payable within five (5) days of the end of each calendar month following closing until such time as the aggregate monthly production earn-out payments made by GLH equal approximately C$1,650,000(US$1,257,000).**

**The purchase price for any consideration paid by GLH for the acquisition of 11T in California shall reduce the abovementioned purchase price on a pro rata basis.**

**Regulatory approval is in its final stages, and the Company expects to receive such approval shortly, with a view to being able to fully close on the transaction before the end of 2018.**

1. Describe and provide details of any new products or services developed or offered. For resource companies, provide details of new drilling, exploration or production programs and acquisitions of any new properties and attach any mineral or oil and gas or other reports required under Ontario securities law.

**On November 5, 2018, the Issuer announced launch of four flavours of Golden Fruit Chews in Nevada, complementing the Issuer’s existing array of product offerings at the wholesale level. The Issuer currently distributes its existing products to approximately 40% of dispensaries in Nevada and expects to leverage its relationship to increase product market share.**

1. Describe and provide details of any products or services that were discontinued. For resource companies, provide details of any drilling, exploration or production programs that have been amended or abandoned.

**Not Applicable.**

1. Describe any new business relationships entered into between the Issuer, the Issuer’s affiliates or third parties including contracts to supply products or services, joint venture agreements and licensing agreements etc. State whether the relationship is with a Related Person of the Issuer and provide details of the relationship.

**Not Applicable.**

1. Describe the expiry or termination of any contracts or agreements between the Issuer, the Issuer’s affiliates or third parties or cancellation of any financing arrangements that have been previously announced.

**Not applicable.**

1. Describe any acquisitions by the Issuer or dispositions of the Issuer’s assets that occurred during the preceding month. Provide details of the nature of the assets acquired or disposed of and provide details of the consideration paid or payable together with a schedule of payments if applicable, and of any valuation. State how the consideration was determined and whether the acquisition was from or the disposition was to a Related Person of the Issuer and provide details of the relationship.

**Not applicable**

1. Describe the acquisition of new customers or loss of customers.

**Not applicable**

1. Describe any new developments or effects on intangible products such as brand names, circulation lists, copyrights, franchises, licenses, patents, software, subscription lists and trade-marks.

**Not applicable**

1. Report on any employee hirings, terminations or lay-offs with details of anticipated length of lay-offs.

**No changes during the month.**

1. Report on any labour disputes and resolutions of those disputes if applicable.

**Not Applicable.**

1. Describe and provide details of legal proceedings to which the Issuer became a party, including the name of the court or agency, the date instituted, the principal parties to the proceedings, the nature of the claim, the amount claimed, if any, if the proceedings are being contested, and the present status of the proceedings.

**The Company and its wholly-owned subsidiary Greenpoint Real Estate, LLC (“GRE”), an Oregon limited liability company (collectively, the “Defendants”), were sued in the Circuit Court of the State of Oregon in Lane County on November 7, 2017 by the plaintiff, 3590 West 3rd Owner, LLC, an Oregon limited liability company (“Plaintiff”). The claims made by Plaintiff arise out of a lease between the parties and are breach of contract, foreclosure of landlord’s lien and foreclosure of security interest. The amount of damages claimed are $1,052,403.19, plus interest and certain other fees and costs. The Defendants deny all of the claims made and are preparing an Answer to file in response to the Plaintiff’s Complaint against the Defendant’s. The parties participated in a judicial settlement conference for Wednesday, March 14, 2018 in Portland, Oregon, for the purpose of attempting to reach a mutually agreeable settlement to resolve this matter. This attempt to settle was unsuccessful and on April 17, 2018 the Plaintiffs filed an Amended Complaint revising their prayed for damage amount from $1,052,403.19 USD to $3,210,327.78 USD. On May 1, 2018, the Defendants filed an Amended Answer denying the allegations in the Amended Complaint and dropping Defendant’s $42,930.92 counterclaim.**

**On August 31, 2018, Alex Wall and GRE (collectively, the “Plaintiffs”), filed a Complaint (the “Complaint”) and Motion for Temporary Restraining Order (“TRO”) against Daniel Berge (the “Defendant”) in the Circuit Court for the State of Oregon in Clackamas County, Oregon. Plaintiffs’ Complaint, alleges, among other claims, breach of contract and intentional interference with economic relations. The dispute essentially involves Plaintiffs’ lease rights to a portion of certain real property located at 19630 S. McCord Road, Oregon City, Oregon (the “Premises”). Defendant had threatened to disregard Plaintiffs’ lease rights and take other actions which would have interfered with Plaintiffs’ rights to possession of the Premises and the GRE business activities being conducted there.**

**The Motion for TRO was granted and issued by the Circuit Court Judge on August 31, 2018.**

**On September 7, GRE and the Defendant entered into a Stipulated Preliminary Injunction, restraining the Defendant from:**

* 1. **Interfering with Plaintiff Alex Wall and GRE’s right to possession of the Premises.**
  2. **Interfering with the utilities provided to the Premises;**
  3. **Restricting Plaintiffs’ access to the Premises, including restricting Plaintiffs’ ability to ingress to and egress from the Premises from a certain driveway;**
  4. **Damaging the cannabis plants located in the Premises; and**
  5. **Removing any property from the Premises.**

**As part of the Stipulated Preliminary Injunction, Plaintiffs agreed to comply with State of Oregon medical marijuana laws at all times that Plaintiffs occupy the Premises with respect to their activities at the Premises.**

**There is no trial date set at this time for a hearing on the Plaintiffs’ underlying Complaint and the Company and GRE are confident that these issues will be resolved without the need to go to trial.**

1. Provide details of any indebtedness incurred or repaid by the Issuer together with the terms of such indebtedness.

**Not applicable**

1. Provide details of any securities issued and options or warrants granted.

**Not applicable**

1. Provide details of any loans to or by Related Persons.

**Not applicable**

1. Provide details of any changes in directors, officers or committee members.

**Not applicable**

1. Discuss any trends which are likely to impact the Issuer including trends in the Issuer’s market(s) or political/regulatory trends.

**The Company continues to contemplate various options for potential cultivation, production and retail dispensary sites.**

**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. As of the date hereof there were is no material information concerning the Issuer which has not been publicly disclosed.

3. 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).

4. All of the information in this Form 7 Monthly Progress Report is true.

Dated: December 7, 2018

William Simpson Name of Director or Senior Officer

*”William Simpson”*

Signature

Chief Executive Officer Official Capacity

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| ***Issuer Details***  Name of Issuer  Golden Leaf Holdings Ltd. | For Month End  November 2018 | Date of Report  Y Y/MM/D  18/12/07 |
| Issuer Address  82 Richmond Street East | | |
| City/Province/Postal Code  Toronto, ON M5C 1P1 | Issuer Fax No. Issuer Telephone No. (416) 848-0790 503-201-0659 | |
| Contact Name  Craig Eastwood, CFO | Contact Position: Contact Telephone No. Investor Relations 503-201-0659 | |
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