FOR IMMEDIATE RELEASE

GREENSPACE BRANDS ANNOUNCES AGREEMENT TO ACQUIRE NOTHING BUT NATURE INC. AND BOUGHT DEAL EQUITY OFFERING

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Toronto, Canada – December 12, 2016 – GreenSpace Brands Inc. ("**GreenSpace**" or the "**Company**") **(TSXV: JTR)** is pleased to announce that it has signed a binding memorandum of understanding today (the "**Agreement**") to acquire all of the outstanding shares (the "**Acquisition**") of Nothing But Nature Inc. ("**Nothing But Nature**").

Nothing But Nature owns the Kiju brand and sells a wide variety of organic juices and drinks throughout Canada and select USA customers. The brand focuses on providing consumers with sustainable, healthy drinks without compromising quality and taste.

In addition, GreenSpace is pleased to announced that it has entered into an agreement with Beacon Securities Limited ("**Beacon**"), on its own behalf and on behalf of a syndicate of underwriters (together with Beacon, the "**Underwriters**"), pursuant to which the Underwriters have agreed to purchase an aggregate of 5,833,334 Subscription Receipts (as defined below) of the Company at a price of $1.20 per Subscription Receipt (the "**Issue Price**") for aggregate gross proceeds to the Company of $7,000,001. Each Subscription Receipt is convertible into one common share (a "**Common Share**") (subject to adjustment in certain circumstances) in the capital of GreenSpace.

Overview of the Acquisition

Nothing But Nature is a brand leader in the Canadian shelf stable organic juice segment. Nothing But Nature markets and distributes a variety of organic juices through major consumer retail channels in Canada and to a number of select customers in the United States. Over the trailing twelve months ended October 31st, 2016, Nothing But Nature has earned gross revenue of approximately $8.4 million. Within the current fiscal year and historically, Nothing But Nature has been profitable and the Acquisition is expected to be accretive to the EBITDA of the consolidated GreenSpace business. In accordance with the Agreement, GreenSpace has agreed to purchase Nothing But Nature for total consideration of approximately $8.88 million to $9.88 million, comprised of $6.22 million in cash, $2.66 million in Common Shares, each Common Share issued at a price of $1.27 subject to TSX Venture Exchange approval, and an earn-out that can be up to $1 million based on the net revenue of Nothing But Nature in the 12 month period ending on December 31, 2017. The earn-out is calculated and payable in Common Shares at a price per share equal to GreenSpace's 20-day volume weighted average trading price as of the date prior to closing of the Acquisition, based on a formula providing for $20,000 of earn-out consideration for each $100,000 in Nothing But Nature net revenue in excess of $8.88 million for the 12 month period ending on

December 31, 2017. No additional indebtedness will be assumed by GreenSpace as part of the Acquisition. Closing of the Acquisition is subject to a number of closing conditions, including the negotiation and execution of definitive share purchase agreement (the "**SPA**") and the other conditions detailed under "The Offering" below.

"This acquisition is a perfect example of the type of transaction we wish to do in the Canadian natural and organic food market" says Matthew von Teichman, CEO of GreenSpace. "Kiju is one of the best known organic brands in Canada, with strong regional distribution and fantastic products. We believe our team, in particular our sales, marketing and operations groups will be able to have a strong impact on the Kiju business and will be able to assist in growing its revenues and improving its profitability margins."

Select highlights of the Acquisition are follows:

- Nothing But Nature is a brand leader in the Canadian shelf stable organic juice segment and has established strong brand presence with key Canadian grocery retailers;
- expected to continue to strengthen GreenSpace's relationships with distribution channel partners, offering opportunities for increased penetration of respective product lines into previously untapped channels;
- near term opportunities for growth are available through continued product line innovation and expansion;
- expected to be immediately accretive to GreenSpace's earnings and cash flow, with a number of potential synergies that are anticipated to continue to improve EBITDA margins on a go-forward basis; and
- Nothing But Nature has a very strong balance sheet and currently has no debt outstanding.

The Offering

In conjunction with the Acquisition, the Company has entered into an agreement with Beacon, on its own behalf and on behalf of the Underwriters, pursuant to which the Underwriters have agreed to purchase an aggregate of 5,833,334 Subscription Receipts at the Issue Price for gross proceeds to the Company of $7,000,001.

An aggregate of 2,916,667 Subscription Receipts (the "**Private Subscription Receipts**") will be offered to eligible purchasers in each of the Provinces of Canada on a private placement basis (the "**Private Placement**"). In addition, an aggregate of 2,916,667 Subscription Receipts (the "**Public Subscription Receipts**", and together with the Private Subscription Receipts, the "**Subscription Receipts**") will be offered by way of a short form prospectus to be filed in each of the Provinces of Canada (other than Quebec) (the "**Public Offering**", and together with the Private Placement, the "**Offering**"). Certain insiders and affiliates of the Company intend to subscribe for Public Subscription Receipts under the Public Offering.

In addition, the Company has granted the Underwriters an option (the "**Over-Allotment Option**"), exercisable, in whole or in part, by Beacon, on behalf of the Underwriters, giving notice to the Company at any time and from time to time up to 30 days following the Closing Date (as defined below), to purchase, or to find substituted purchasers for, up to an additional number of Public Subscription Receipts (or Common Shares if the Over-Allotment Option is exercised after the completion of the Acquisition) equal to 15% of the Public Subscription Receipts sold pursuant to the Public Offering at a price equal to the Issue Price to cover over-allotments, if any, and for market stabilization purposes.

On the closing of the Offering, the gross proceeds from the Offerings less the expenses of the Underwriters (such net amount, together with any interest and income earned thereon, the "**Escrowed Funds**"), shall be placed in escrow with a Canadian trust company mutually acceptable to the Company and Beacon (the "**Subscription Receipt Agent**"). Each Subscription Receipt shall automatically convert into one Common Share (subject to adjustment in certain circumstances), upon the satisfaction of the following conditions:

- all conditions, undertakings, and other matters to be satisfied, completed and otherwise met prior to the completion of the Acquisition in accordance with the Agreement or the SPA (after it has been entered into), and without waiver of any material provision thereof, in whole or in part, by any of the parties thereto unless the consent of Beacon, on behalf of the Underwriters, is given to such waiver, have been satisfied, completed, or otherwise met, other than the payment of the purchase price to be paid under the Acquisition for which the Escrowed Funds are required (in whole or in part);
- there have been no material amendments of the terms and conditions of the Agreement or the SPA (after it has been entered into) which have not been approved by Beacon, on behalf of the Underwriters;
- the Company has delivered a certificate to Beacon certifying that the conditions set forth above have been satisfied; and
- the Company and Beacon have delivered a completion notice (the "**Escrow Release Notice**") and direction to the Subscription Receipt Agent.

In the event that the Subscription Receipt Agent does not receive the Escrow Release Notice on or prior to the date that is 90 days after the Closing Date of the Offerings (the "**Release Deadline**"), or if prior to such time, the Company advises the Underwriters or announces to the public that it does not intend to proceed with the Acquisition or that the Agreement or the SPA (after it has been entered into) has been terminated (the date of such prior occurrence being the "**Termination Date**"): (1) the Subscription Receipt Agent will return to holders of Subscription Receipts, within two business days after the first to occur of the Release Deadline and the Termination Date, an amount equal to the aggregate issue price of the Subscription Receipts held by them and their pro rata portion of any interest and income earned thereon (net of any applicable withholding tax); and (2) if the Acquisition is not completed for any reason other than a failure by the parties to the Agreement to execute the SPA or a failure by the Company and Nothing But Nature's existing co-packer to enter into a new co-packaging agreement, one-half of the fees payable to the Underwriters shall promptly be paid by the Company to the Underwriters.

The Public Subscription Receipts may be offered in the United States to Qualified Institutional Buyers pursuant to exemptions from the registration requirements of the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") pursuant to Rule 144A thereunder, in a manner that does not require the Public Subscription Receipts to be registered in the United States.

The Offering is expected to close on or about January 10, 2017 (the "**Closing Date**"). The Acquisition is scheduled to close on or about January 17, 2017, subject to satisfaction of closing conditions, including the negotiation and execution of a final SPA, receipt of the necessary consents, the entering into of a written co-packaging agreement, no material adverse changes and the receipt of all necessary regulatory and stock exchange approvals. The net proceeds of the Offering will be used to acquire all of the issued and outstanding shares of Nothing But Nature and general corporate purposes.

The Subscription Receipts have not been and will not be registered under the U.S. Securities Act or any state securities laws, and may not be offered or sold in the United States absent registration or an applicable exemption from such registration requirements. This press release shall not constitute an offer to sell or the solicitation of an offer to buy the Subscription Receipts in the United States or in any jurisdiction in which such offer, sale or solicitation would be unlawful.

About GreenSpace Brands Inc.

GreenSpace is a Canadian-based brand ideation team that develops, markets and sells premium natural food products to consumers across Canada. GreenSpace owns Rolling Meadow Dairy, Canada's first grass fed dairy product line that has built upon the founding values of Greenspace's original brand, Life Choices. Life Choices features premium convenience meat products made with grass fed and pasture raised meats without the use of added hormones and antibiotics. GreenSpace owns Holistic Choice, a premium natural pet food line and Nudge, a line of family favorite foods made better. GreenSpace acquired Love Child (Brands) Inc., a producer of 100% organic food for infants and toddlers made with the purest, natural and most nutritionally-rich ingredients and also acquired Central Roast Inc., a clean snacking brand that has been one of the leading Natural food brands in Canada over the last several years. All brands are wholly owned and retail in a variety of natural and mass retail grocery locations across Canada.

For more information, visit www.greenspacebrands.ca. GreenSpace's filings are also available at www.SEDAR.com.

Historical Financial Information

Financial information on Nothing But Nature is derived from management financial statements of Nothing But Nature.

Forward-Looking Statements

Certain statements in this press release constitute forward-looking statements within the meaning of applicable securities laws. Forward-looking statements include, but are not limited to, statements regarding: the completion of the Acquisition and the Offerings; the Acquisition being accretive to EBITDA of the consolidated GreenSpace business; the ability to increase revenues and improve profitability of the Kiju business; the impact of the Acquisition on GreenSpace’s relationships with distribution channel partners and the opportunities for increased penetration of respective product lines into previously untapped channels; the Acquisition being immediately accretive to GreenSpace’s earnings and cash flow; synergies of the Acquisition that will continue to improve EBITDA margins on a go-forward basis; as well as statements with respect to management’s beliefs, plans, estimates, and intentions, and similar statements concerning anticipated future events, results, circumstances, performance or expectations that are not historical facts. Forward-looking statements generally can be identified by the use of forward-looking terminology such as “outlook”, “objective”, “may”, “will”, “expect”, “intend”, “estimate”, “anticipate”, “believe”, “should”, “plans” or “continue”, or similar expressions (including negative and grammatical variations) suggesting future outcomes or events. Such forward-looking statements reflect management’s current beliefs and are based on information currently available to management. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those contemplated by such statements and there can be no assurance that actual results will be consistent with these forward-looking statements. Factors that could cause such differences include the cyclical nature of the construction and agriculture industries, changes in general economic conditions and interest rates, adverse weather, cost and availability of materials used to manufacture the Company’s products, competitive developments, legislative and government policy changes, as well as other risk factors included in the Company’s Annual Information Form dated August 16, 2016 under the heading “Risks and Uncertainties Related to the Business” and as described from time to time in the reports and disclosure documents filed by the Company with Canadian securities regulatory agencies and commissions. This list is not exhaustive of the factors that may impact the Company's forward-looking statements. These and other factors should be considered carefully and readers should not place undue reliance on the Company's forward-looking statements. As a result of the foregoing and other factors, no assurance can be given as to any such future results, levels of activity or achievements or levels of dividends and neither the Company nor any other person assumes responsibility for the accuracy and completeness of these forward looking statements. The factors underlying current expectations are dynamic and subject to change. Certain statements included in this press release may be considered "financial outlook" for purposes of applicable securities laws, and such financial outlook may not be appropriate for all purposes. Such statements are based on a number of assumptions including the continuation of Nothing But Nature reaching its sales targets and synergies to be achieved following the Acquisition. All forward-looking statements and statements of financial outlook in this press release are qualified by these cautionary statements. The forward-looking statements contained herein are made as of the date of this press release and except as required by applicable law, the Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. Neither the TSX Venture Exchange nor its regulation services provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.

For more information, please contact:

Matthew von Teichman
President & Chief Executive Officer
GreenSpace Brands Inc.
Tel: (416) 934-5034 Ext. 200

Mathew Walsh
Chief Financial Officer
GreenSpace Brands Inc.
Tel: (416) 934-5034 Ext. 201