PLUS PRODUCTS INC.

INFORMATION CIRCULAR PERTAINING TO A PLAN OF COMPROMISE, ARRANGEMENT AND REORGANIZATION PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (CANADA)

DECEMBER 22, 2021

***These materials require your immediate attention. Should you not understand the contents of this document, please consult your professional advisors*.**

Should your require copies of this Information Circular or any documents referenced herein these materials may be obtained on the Monitor's website at: www.pwc.com/ca/plusproducts

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DEFINITIONS

Unless defined in this Information Circular, each capitalized term has the meaning ascribed to it in the Plan. Whenever used in this Information Circular, the following capitalized terms shall have the indicated meanings and grammatical variations of such terms shall have corresponding meanings:

"**Acquired Securities**" means 2,598,813 shares of Series Seed Preferred Stock, 2,173,913 shares of Series Seed-1 Preferred Stock, 2,435,951 shares of Series A Preferred Stock, 3,994,174 shares of Series B-1 Preferred Stock, 995,843 shares of Series B-2 Preferred Stock and 14,201,761 shares of Common Stock in the capital of PPH, together with 1,229,405 warrants exercisable for shares of Series Seed Preferred Stock in the capital of PPH, 1,997,065 warrants exercisable for shares of Series B-1 Preferred Stock in the capital of PPH and 497,921 warrants exercisable for shares of Series B-2 Preferred Stock in the capital of PPH.

"**Acquisition Agreement**" means the acquisition agreement between the Purchaser and the Company pursuant to which, among other things, the Purchaser will purchase the Acquired Securities.

"**Acquisition Transactions**" means the transactions contemplated by the Acquisition Agreement.

"**Administration Charge**" means the charge provided for in the ARIO, securing the fees and disbursements of the Monitor, counsel to the Monitor and counsel to the Company.

"**ARIO**" means the Amended and Restated Initial Order granted by the Court in the CCAA Proceedings on September 22, 2021.

"**Broadridge Search**" means the search conducted by Broadridge Financial Solutions Inc. of CDS, which shall identify: (a) all Noteholders that hold Secured Debentures through CDS; and (b) the value of each such Noteholder's Claim.

"**Broadridge Search Date**" means the date on which the Debenture Trustee receives the Broadridge Search.

"**Business**" means the ordinary and going concern business of the Company and the Operating Subsidiaries.

"**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Vancouver, British Columbia.

"**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

"**CCAA Charges**" means, collectively, the Administration Charge, the Intercompany Charge and the D&O Charge.

"**CDS**" means CDS Clearing and Depository Services Inc.

"**Claim**" means: (a) any right or claim that is provable under the *Bankruptcy and Insolvency Act* of any Person where such right or claim was in existence on the Filing Date, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Company, and any accrued interest thereon and costs payable in respect thereof up to and including the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and includes Tax Claims and any other claims that would have been claims provable in bankruptcy had the Company become bankrupt on the Filing Date; and (b) any right or claim of any Person against one or more of the Directors or Officers that relates to a Claim described in paragraph (a) of this definition howsoever arising for which one or more of the Directors or

Officers are by statute or otherwise by law liable to pay in their capacity as a Director or Officer or in any other capacity.

"**Class**" means, collectively, the Noteholder Claimants, which shall comprise a class for the purposes of consideration and voting upon the Resolution.

"**Company**" means Plus Products Inc.

"**Company Shares**" means any and all Common shares in the capital of the Company issued and outstanding, including all classes thereof.

"**Conditions Precedent**" means those conditions precedent to the implementation of the Plan.

"**Consideration**" means the Purchaser Notes and the Purchaser Securities, being the total consideration to be paid by the Purchaser to the Company pursuant to the Acquisition Agreement.

"**Crown Priority Claims**" means those amounts as described in article 4.6 of the Plan.

"**D&O Charge**" means the charge in favour of the Directors and Officers provided for in the ARIO, securing the Company's indemnity obligations to the Directors and Officers as set forth in the ARIO.

"**Debenture Trustee**" means Odyssey Trust Company, in its capacity as trustee and agent of the Noteholders.

"**Directors**" means, collectively, all current and former directors of the Company.

"**Effective Date**" means the Business Day on which the Company confirms to the Monitor in writing that each of the Conditions Precedent have been satisfied or waived.

"**Effective Time**" means 5:00 p.m. (Vancouver time) on the Effective Date.

"**Existing Company Securities**" means the Company Shares, and any and all restricted stock units, options and warrants issued by the Company to acquire any of the Company Shares, and any other document, instrument or writing of the Company commonly knowns as a security.

"**Existing Company Securities-holders**" means those Persons holding a beneficial interest in any Existing Company Securities.

"**Filing Date**" means September 13, 2021.

"**Indenture**" means the indenture among the Company and the Debenture Trustee dated February 28, 2019, as amended by the Supplemental Indenture.

"**Information Circular**" means this Information Circular dated December 22, 2021, including without limitation the schedules and appendices hereto (if any).

"**Intercompany Charge**" means the charge provided for in the ARIO, securing the obligations of the Company to the Operating Subsidiaries as set forth in the ARIO.

"**Intercompany Claim**" means any claim of any one of the Operating Subsidiaries arising in respect of an Intercompany Payable.

"**Intercompany Payables**" means any amount owing by the Company to any of the Operating Subsidiaries, including any obligations incurred after the Filing Date in order to finance the continuation of the Business or the preservation of the Property (as defined in the ARIO), which obligations may include payments by any one of the Operating Subsidiaries in respect of obligations incurred by the Company.

"**Meeting**" means the meeting to be called, convened and conducted in accordance with the Plan and the Meeting Order at which the Debenture Trustee, as agent of the Noteholder Claimants, will vote on the Resolution in accordance with the Noteholder Claimant Vote.

"**Meeting Date**" means January 13, 2022.

"**Monitor's Implementation Certificate**" means a certificate to be filed by the Monitor in the CCAA Proceedings confirming that the Plan Transactions and the Acquisition Transactions have completed and that the Plan has been implemented in accordance with its terms.

"**Monitor's Report**" means the Fourth Report to Court of the Monitor dated December 17, 2021, a copy of which accompanies this Information Circular.

"**Noteholder**" means a Person that holds a debenture issued under the indenture among the Company and the Debenture Trustee dated February 28, 2019, as amended by the supplemental indenture among the Company and the Debenture Trustee dated February 25, 2021.

"**Noteholder Claimant**" means any and all Noteholders that are Noteholders as at the Broadridge Search Date.

"**Noteholder Claimant Teleconference**" a teleconference hosted by the Monitor, together with the Company and its counsel, to address any matters relating to the Resolution the Noteholder Claimants wish to discuss at that time.

"**Noteholder Claimant Vote**" means the vote on the Resolution by the Noteholder Claimants by way of the Voting Instruction Form.

"**Notice of Meeting**" means the notice of the Meeting that accompanies this Information Circular.

"**Officers**" means, collectively, all current and former officers of the Company.

"**Operating Subsidiaries**" means, collectively: PPH; Carberry, LLC, a limited liability company existing under laws of the State of California; Josiah Distribution, LLC, a limited liability company existing under the laws of the State of California; Uplift Services, LLC, a limited liability company existing under the laws of the State of California; Plus Products Nevada, LLC, a limited liability company existing under the laws of the State of Nevada; Plus Products Wonders, LLC, a limited liability company existing under the laws of the State of Nevada; and Plus Products Services, LLC, a limited liability company existing under the laws of the State of Nevada.

"**Order**" means an order of the Court made in the CCAA Proceedings.

"**Person**" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status.

"**Plan**" means the Plan of Compromise and Arrangement pursuant to the CCAA filed by the Company in the CCAA Proceedings, to which this Information Circular is attached as Schedule A, as the same may be amended, varied or supplemented by the Company from time to time in accordance with the terms thereof.

"**Plan Transactions**" means those transactions to be implemented and completed as described in article 6.2 of the Plan.

"**Plus Products Employees**" means certain employees of the Company to be determined by Plus Products Management and agreed by the Purchaser in accordance with the Plan.

"**Plus Products Management**" means the Directors, management and certain key employees of the Company, as set forth in the Acquisition Agreement.

"**Post-Filing Claim**" means any indebtedness, liability or obligation of the Company of any kind that arises after the Filing Date.

"**PPH**" means Plus Products Holdings Inc., a corporation existing under the laws of the State of Nevada.

"**Purchaser**" means Glass House Brands Inc., or its nominee.

"**Purchaser Common Shares**" means 2,102,654 Common shares in the capital of the Purchaser.

"**Purchaser Earnout RSUs**" means 1,300,000 additional restricted stock units in the capital of the Purchaser, each having terms to be agreed upon between the Company and the Purchaser and acceptable to the Monitor, all acting reasonably.

"**Purchaser Incentive RSUs**" means 253,426 additional restricted stock units in the capital of the Purchaser, each having terms to be agreed upon between the Company and the Purchaser and acceptable to the Monitor, all acting reasonably.

"**Purchaser Notes**" means 20,005 unsecured convertible debenture notes, each having substantially the terms and conditions set forth in this Information Circular, having an aggregate face value of $20,504,850.96 (representing 100% of the principal value and accrued interest of the Secured Debentures as of the Filing Date).

"**Purchaser RSUs**" means, collective, the Purchaser Earnout RSUs, the Purchaser Incentive RSUs, and the Purchaser Retention RSUs.

"**Purchaser Retention RSUs**" means 450,000 additional restricted stock units in the capital of the Purchaser, each having terms to be agreed upon between the Company and the Purchaser and acceptable to the Monitor, all acting reasonably.

"**Purchaser Securities**" means, collectively, the Purchaser Common Shares and the Purchaser RSUs.

"**Required Majority**" means that number of Voting Noteholder Claimants representing a majority in number of the Voting Noteholder Claimants, and whose Voting Noteholder Claimant Claims represent at least two-thirds in value of the Voting Noteholder Claimant Claims validly voting in favour of the Resolution in accordance with the Noteholder Claimant Vote.

"**Resolution**" means the resolution to approve the Plan by the Debenture Trustee as in its capacity as trustee and agent of the Noteholders.

"**Sanction Order**" means an Order to be made under the CCAA that, among other things, sanctions, authorizes and approves, and directs the Company to implement and complete the Plan, the Acquisition Agreement, the Plan Transactions and the Acquisition Transactions.

"**Secured Debentures**" means the debentures issued under the Indenture, as amended by the Supplemental Indenture.

"**Stay Period**" has the meaning set forth in the Initial Order, as amended from time to time by subsequent Orders.

"**Supplemental Indenture**" means the supplemental indenture among the Company and the Debenture Trustee dated February 25, 2021.

"**Tax**" or "**Taxes**" means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees, and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities), including all interest, penalties, fines, fees, other charges and additions with respect to such amount.

"**Tax Claim**" means any Claim against the Company for any Taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto.

"**Taxing Authorities**" means Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency and any similar revenue or taxing authority of any state, province, territory or other political subdivision in any other jurisdiction outside of Canada.

"**Teleconference Date**" means January 12, 2022.

"**Unaffected Claims**" means all claims that are not Noteholder Claimant Claims, including any:

(a) Claim of an employee of the Company for wages, including accrued vacation liabilities and severance or termination pay;

(b) Claims secured by any of the CCAA Charges;

(c) Claim that cannot be compromised due to the provisions of sections 5.1(2) and 19(2) of the CCAA;

(d) Claims in respect of any payments referred to in sections 6(3), 6(5) and 6(6) of the CCAA;

(e) Post-Filing Claim;

(f) Intercompany Claim;

(g) Tax Claim; and

(h) Crown Priority Claim.

"**Voting Instruction Form**" means the voting form to be distributed by the Debenture Trustee to the Noteholder Claimants for the purposed of the Noteholder Claimant Vote.

"**Voting Noteholder Claimant**" means any Noteholder Claimant that validly votes on the Resolution by way of the Noteholder Claimant Vote.

Words importing the singular number only include the plural and vice versa and words importing any gender include all genders. All references in this Information Circular to dollar amounts are stated in Canadian dollars, unless otherwise stated.

PLUS PRODUCTS INC.

INFORMATION CIRCULAR
MEETING OF NOTEHOLDER CLAIMANTS

PART I - INTRODUCTION

This Information Circular is furnished in connection with the solicitation of Voting Instruction Forms (as defined in the Meeting Order and attached thereto as Schedule "E") by and on behalf of the Company for use at the Meeting and any adjournments thereof. **Unless otherwise indicated, all information contained herein has been supplied by the Company.**

The Monitor has not audited or otherwise verified the information contained herein.

No person has been authorized to give any information or make any representation in connection with the Plan or any other matters to be considered at the Meeting other than those contained in this Information Circular and, if given or made, any such information or representation must not be relied upon as having been authorized. No securities regulatory authority has expressed an opinion about the securities to be issued pursuant to the Plan and it is an offence to claim otherwise. This Information Circular does not constitute an offer to sell, or a solicitation of an offer to purchase, the securities described in this circular, or the solicitation of a proxy, in any jurisdiction, to or from any person to whom it is unlawful to make such offer, solicitation of an offer or proxy solicitation in such jurisdiction. Neither the delivery of this Information Circular nor any distribution of the securities pursuant to the Plan shall, under any circumstances, create any implication that there has been no change in the information set forth herein since the date of this Information Circular.

All summaries of and references to the Plan in this Information Circular are qualified in their entirety by reference to the complete text of the Plan. **You are urged to carefully read the full text of the Plan**.

Information contained in this Information Circular is given as of December 22, 2021, unless otherwise specifically stated.

This Information Circular contains important information that should be read before any decision is made with respect to the matters referred to herein.

PART II - SOLICITATION OF PROXIES AND VOTING AT THE MEETING / PROCESS AT THE NOTEHOLDER CLAIMANT TELEPHONE CONFERENCE

Meeting

For the purposes of considering the Plan, there will be one Class of creditors of the Company, consisting of the Noteholder Claimants. In accordance with the terms of the Meeting Order, the Company has called the Meeting of the Class.

The Meeting will be held virtually using the Cisco Webex Meetings virtual meeting platform beginning at 2:00 p.m. on January 13, 2022, at the office of PricewaterhouseCoopers Inc., located at 250 Howe Street, 14th Floor, Vancouver, British Columbia, Canada, V6C 3S7.

The Chair of the Meeting is authorized to adjourn, postpone or otherwise reschedule the Meeting, on one or more occasions, to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Meeting for the purpose of any adjournment, postponement or other rescheduling thereof). The Chair shall decide on the manner of giving notice to the Debenture Trustee of the rescheduled Meeting and may, if they deem it appropriate, restrict such notice to a notice posted on the Monitor's Website.

The only Persons entitled to attend the Meeting are: (a) the Debenture Trustee and its legal counsel; (b) the Company and its legal counsel and advisors; (c) the Directors and Officers and their legal counsel and advisors; (d) the Monitor and its legal counsel; and (e) the Purchaser and its legal counsel and advisors. Any other Person may be

admitted only on invitation of the Chair. The Chair of the Meeting will be Michelle Grant of PricewaterhouseCoopers Inc., the Monitor, or another representative of the Monitor.

The Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Meeting and any person to act as secretary at the Meeting.

At the Meeting, the Debenture Trustee, in its capacity as trustee and agent of the Noteholders will, whether in person or by proxy, vote in accordance with the Noteholder Claimant Vote on whether to vote in favour of the Resolution to approve the Plan and the transactions contemplated thereby.

The Monitor (or, if applicable, the scrutineers attending at the Meeting) shall keep records and tabulations of all votes cast at the Meeting.

Noteholder Claimant Vote

In accordance with the terms of the Meeting Order and prior to the Meeting, the Monitor, together with the Company and its counsel, shall host a telephone conference on January 11, 2022 beginning at 11:00 a.m. (Vancouver time) to address any matters relating to the Resolution the Noteholder Claimants wish to discuss at that time.

In order to receive the dial-in information for the Noteholder Claimant Teleconference, requests for such information must be received by the Monitor before 9:00 a.m. (Vancouver Time) on the Teleconference Date by email: ca_plusproducts@pwc.com or fax to 604-806-7819 (Attn: Anika Tsoulacos).

In accordance with the Meeting Order, the Noteholder Claimants may vote on the Resolution under a process facilitated by the Debenture Trustee. For the Debenture Trustee to vote in favour of the approval of the Plan at the Meeting, at least a majority in number of the Voting Noteholder Claimants, whose Voting Noteholder Claimant Claims represent at least two-thirds in value of the Voting Noteholder Claimants Claims, must vote in favour of the Resolution.

Voting Instruction Forms that must be completed by Noteholder Claimants in order to vote in Noteholder Claimant Vote must be received by the Debenture Trustee by no later than 10:00 a.m. (Vancouver time) on January 12, 2022 in order to be voted.

For the purposes of counting and tabulating the Noteholder Claimant Vote, each Voting Noteholder Claimant shall have one vote and the weight attributed to such vote (for the purposes of determining the Required Majority of the Class) shall be equal to the Canadian dollar value of such Voting Noteholder Claimant's Claim.

For purposes relating to the Noteholder Claimant Vote and calculating distributions under the Plan, Voting Noteholder Claimant Claims shall not include fractional numbers and shall be rounded down to the nearest whole dollar amount without compensation. No Voting Noteholder Claimant shall be entitled to bifurcate or sub-divide a Noteholder Claimant Claim for purposes of voting or distribution.

As soon as practicable after the 10:00 a.m. (Vancouver time) on January 12, 2022, and by no later than the time of the Meeting, the Debenture Trustee shall count the votes and tabulate the results of the Noteholder Claimant Vote.

No Noteholder Claimant may transfer or assign its Noteholder Claimant Claim, in whole or in part, between the Broadridge Search Date and the Meeting Date.

A Noteholder Claimant may transfer or assign the whole of its Noteholder Claimant Claim after the Meeting Date, provided that neither the Company nor the Monitor shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Noteholder Claimant Claim as a Noteholder Claimant in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged by the Monitor in writing. Thereafter, such transferee or assignee shall constitute a Noteholder Claimant and shall be bound by any and all notices previously given to the transferor or assignor and steps taken in respect of such Noteholder Claimant Claim.

Any Noteholder Claimant Claim(s) acquired by a transferee or assignee shall not merge, consolidate, or combine with any other Noteholder Claimant Claims held or acquired by such transferee or assignee.

The Voting Instruction Forms are relevant for voting purposes only and the completion and delivery of such Voting Instruction Forms by any Noteholder Claimant will not affect any distribution proposed to be made to any Noteholder Claimants under the Plan, if it is implemented.

Solicitation of Proxies for the Meeting

This Information Circular is furnished in connection with the solicitation by the Company of the proxy of the Debenture Trustee to be used at the Meeting, which is to be held for the purpose of the Debenture Trustee, as agent of the Noteholder Claimants, voting on the Resolution in accordance with the Noteholder Claimant Vote.

In order to be voted at the Meeting, the proxy must be received by the Monitor prior to the time of the Meeting by email: ca_plusproducts@pwc.com or fax to 604-806-7819 (Attn: Anika Tsoulacos).

In the absence of instruction to vote in favour of or against the Resolution, the proxy received by the Monitor shall be deemed to include instructions to vote in favour of the Resolution.

Exercise of Discretion of Proxyholder

The accompanying instruments of proxy confer discretionary authority upon the Persons named therein with respect to amendments or variations to the matters identified in the Notice of Meeting and in this Information Circular and with respect to other matters that may properly come before the Meeting. At the date of this Information Circular, management of the Company know of no amendments, variations or matters to come before the Meeting other than the matters referred to in the Notice of Meeting.

Release of Claims

Effective on the Effective Date, there will be an absolute release, extinguishment and discharge of all indebtedness, liabilities and obligations of or in respect of any Noteholder Claimant Claim, other than with respect to the distributions to Noteholders pursuant to the Plan.

Meeting Procedure

The quorum for the Meeting is the presence, in person or by proxy, of the Debenture Trustee.

The Meeting will otherwise be held and conducted in accordance with the CCAA, the Meeting Order, any other applicable Orders of the Court in the CCAA Proceedings and the rulings and directions of the Chair of the Meeting.

PART III - THE PLAN

Background

Overview of Business and Operations

The Company was incorporated on March 29, 2018 under the laws of British Columbia. The Company's head office is located at 1500 – 1055 West Georgia Street, Vancouver, BC V6E 4N7. On October 26, 2018, the Company completed an initial public offering whereby its subordinate voting shares became listed on the Canadian Securities Exchange under the symbol "PLUS" and then subsequently on the OTC Market Group in the United States under the symbol "PLPRF". The Company no longer has any securities listed on the Canadian Securities Exchange or the OTC Market Group.

The Company, through its wholly owned subsidiary, Carberry, LLC, operates as a branded cannabis products manufacturer with operations in the States of California and Nevada. Its products consist of cannabis-infused edibles, which the Company sells to both the regulated medicinal and adult-use, or recreational, markets. Carberry, LLC holds an Annual License issued by the State of California Department of Public Health,

Manufactured Cannabis Safety Branch pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act to extract and manufacture cannabis-infused products at its facility located in Adelanto, California. The Company's products are infused with cannabis oil, which is sourced from licensed suppliers located in California. The Company has arrangements with licensed distributors to sell products under the PLUS trademark brand to over 350 licensed dispensaries and delivery service customers.

Organizational Structure

The Company's corporate group is composed of eight legal entities. The Company is the direct parent company of PPH. PPH, in turn, is the direct parent company of the six wholly-owned Operating Subsidiaries.

The six wholly-owned Operating Subsidiaries excluding PPH include:

(a) three California limited-liability companies, Carberry, LLC, Josiah Distribution and Uplift Services, LLC; and

(b) three Nevada limited-liability companies, Plus Products Nevada, LLC, Plus Products Wonders, LLC and Plus Products Services, LLC.

Only the Company is a petitioner in the CCAA Proceedings. The Operating Subsidiaries are not part of the CCAA Proceedings and are continuing to operate in the ordinary course.

History and Operations

Under an arrangement with Plus Products California Cooperative, Inc., the Company provided capital and other resources to Plus Products California Cooperative, Inc. to support its manufacture and distribution of branded products for the medicinal cannabis market. In January 2018, Carberry, LLC commenced sales to both medicinal and adult-use recreational accounts. In January 2018, the Company acquired the assets of Plus Products California Cooperative, Inc., which it then assigned to Carberry, LLC.

In April 2018, the Company's subsidiary, PPH, concluded a merger transaction in which Plus Products Holdings, Inc. was merged with and into Plus Products Holdings, Inc., a Delaware corporation, with PPH as the surviving entity.

In July 2018, the Company entered into a securities exchange agreement with PPH, pursuant to which the Company acquired 100% ownership of PPH.

For accounting purposes, this transaction was considered a reverse takeover whereby the Company was deemed to be the acquiree and PPH the acquirer with the net identifiable assets of the Company deemed to have been acquired by PPH, but the Company was the continuing entity.

On October 26, 2018, the Company completed an initial public offering on the Canadian Securities Exchange. The Company issued 6,153,847 Subordinate Voting Shares, at $3.25 each, raising gross proceeds of $20,000,003 (US$15,270,002). Fees were $2,127,019 (US$1,622,430) for a net raise of $17,875,084 (US$13,647,572). The agents on the public offering received warrants for 299,300 shares at $3.25. The lead agent also received 80,000 shares valued at $260,000 (US$200,000).

On December 13, 2018, the Company acquired all the assets of California-based cannabis-infused baked goods brand GOOD CO-OP, INC. The Company issued 357,464 subordinate voting preferred shares of which 34,013 subordinate voting shares were issued to the shareholders and holders of simple agreements for future equity; 323,451 subordinate voting preferred shares were placed in escrow and were subject to an earn-out based upon achieving quarterly sales targets over 2019 and 2020. The value of the shares granted at the acquisition date was US$122,233, while the shares subject to earn-out were valued as a contingent consideration of at US$703,324. Total consideration paid by the Company was US$930,557 including forgiving US$105,000 advanced to GOOD CO-OP, INC. prior to closing and US$825,557 in subordinate voting preferred shares. On September 30, 2019, the Company determined the contingent criteria would not be met. The Company therefore reclassified the US$703,324 contingent consideration in equity to contributed surplus in equity (both within reserves) and impaired the full fair-

value of the related goodwill and licenses. Subsequent to period end the shares held in escrow relating to the contingent consideration were partially cancelled and partially repurposed for new restricted stock unit issuances.

Historically, the funds raised by the Company have been used to develop and grow the business of the Operating Subsidiaries. The Operating Subsidiaries manufacture, market and sell a range of cannabis-infused edibles to over 350 licensed dispensaries and delivery service customers in the regulated medicinal and recreational cannabis markets in California and Nevada.

The Company and the Operating Subsidiaries currently have 64 employees, of whom 16 perform the labour related to the production and manufacture of the Company's products. The balance (48) includes executives, marketing and sales, finance, research and development and indirect production. With the exception of one of the Company group's employee who is located in Vancouver, British Columbia all the Company's group employees are located in California, in the United States.

Financial Situation and Restructuring Efforts

The Company's corporate group has been impacted by the slow rollout of legal dispensary licenses in California, and the challenges associated with the structure of the California market including increased competition and a thriving illegal market. Consequently, the Company's group as a whole is presently cash flow negative. The group's ability to meet its obligations as they arise is dependent on its ability to access the equity and debt markets, and on revenues generated by the Operating Subsidiaries.

The Company has historically accessed equity and debt financing from the public and prospectus exempt (private placement) markets in Canada and the United States. Due to the rapidly evolving nature of the cannabis industry in both Canada and the United States and, recently, the publicly-recognized financial difficulties of many companies engaged in the industry, the Company, like many others, has experienced increasing challenges in accessing additional debt or equity financing.

As at the Filing Date the Company's group had sufficient cash on hand to continue operations in the ordinary course until about February 2022. However, there is currently no expectation that the Company's group would be able to generate sufficient revenue or raise the additional funds required to make the interest payments coming due under the Secured Debentures and continue to meet its liabilities beyond that date.

Through its start up and early development phases and prior to raising debt via the issuance of the Secured Debentures the Company raised significant amounts of equity through both private and public equity placements including: (a) over the course of 2017 and 2018, the Company raised approximately US$20 million via a number of private equity placements; and (b) on October 26, 2018, the Company completed an initial public offering on the Canadian Securities Exchange through which the Company issued 6,153,847 shares, at $3.25 each, raising gross proceeds of approximately $20 million.

Current Financial Situation

As at the date of this Information Circular, the Company's estimated outstanding indebtedness consisted of the following:

(a) Secured Notes: principal and interest amount of $20,504,850.96; and

(b) Unsecured Creditors: approximately US$15,000.

As a term of the Initial Order and the ARIO, the Company has paid all amounts incurred after the Initial Order in the ordinary course of its business.

CCAA Proceedings

As a result of the continued challenges in accessing additional debt or equity financing, the Company determined that in order to continue to grow the Business, the Company needed to pursue a merger or sale of the Business to create a larger and stronger combined entity that would benefit from increased market share, scale and improved access to debt and equity financing as required.

In April 2021, the Company began a sales process to identify potential parties that could be interested in merging with, investing in or acquiring the Company or the Busines. 111 parties were identified in the sales process by the Company. Of these target companies and investors initially identified in April 2021, the Company approached and had further discussions with 55 interested parties between May and June 2021. The discussions included a presentation by management to the interested parties including an overview of the Company's business, strategy, financial information and operating capabilities.

In early July 2021 following the presentations by management 18 of the 55 interested parties elected to move forward with their discussions with the Company by signing a non-disclosure agreement and obtaining access to the Company's virtual data room. The parties were provided with two weeks to complete their initial due diligence and asked to submit non-binding letters of intent on or about July 15, 2021.

During August 2021 and early September 2021, the Company engaged in significant discussions with certain bidders with a view to finalizing the terms of a potential transaction.

As these discussions were ongoing, the Company expected that it might be unable to meet its obligations as they became due (including with respect to the interest payments coming due under the Secured Debentures), and on September 13, 2021, the Company filed for and was granted protection under the CCAA pursuant to an order of the Court made on that date.

Following the granting of the Initial Order, a strategic third party who had previously declined to participate in the sales process re-approached the Company. The Company determined that the opportunity of a transaction with the such new bidder represented the best strategic outcome for all of the Company's stakeholders and therefore the Company paused negotiations with the other bidders in order to explore a potential transaction with such new bidder, and the Company and such new bidder signed a non-binding letter of intent in early October 2021 (which non-binding letter of intent was terminated in mid November 2021).

Immediately following the termination of the non-binding letter of intent signed in early October 2021, the Company recommenced discussions with other potential purchasers including bidders with whom the Company was discussing a transaction before the non-binding letter of intent signed in early October 2021.

As the discussions progressed, the Company's management team determined that a combination of the Company with the Purchaser represented a better strategic fit, offered more opportunities for employment, had more future upside than the other options and the structure of the consideration being offered by the Purchaser was likely to be more attractive to the stakeholders of the Company (in particular the Noteholders). Consequently, after consultation with the Monitor, the Company and the Purchaser entered into the Acquisition Agreement.

Acquisition Agreement

On December 17, 2021, the Company entered into the Acquisition Agreement with the Purchaser pursuant to which, the Purchaser will become the sole shareholder of the Company's wholly owned subsidiary PPH through the acquisition of the Acquired Securities.

Key terms of the Acquisition Agreement include: (a) that in consideration for the Acquired Securities, the Purchaser will pay the purchase price of US$32,951,894 which amount will be paid by the Purchaser by issuance of the following securities:

(i) 20,005 Purchaser Notes with an aggregate face value of $20,504,850.96 equal to 100% of the principal value and accrued interest of the Secured Debentures as of the Filing Date;

(ii) 2,102,654 Purchaser Common Shares in the capital of the Purchaser; and

(iii) 1,300,000 Purchaser Earnout RSUs, 253,426 Purchaser Incentive RSUs and 450,000 Purchaser Retention RSUs.

(b) that the Consideration will be delivered to the Company on closing, to be distributed to the Noteholders, the Existing Company Securities-holders, Plus Products Management and the Plus Products Employees, in accordance with the Acquisition Agreement and the Plan; (c) a number of representations and warranties that the Company is

providing to the Purchaser; (d) a number of covenants of the Company and its Operating Subsidiaries in respect of the conduct of the business between signing the Acquisition Agreement and closing of the transaction; (e) a number of conditions precedent, the most significant of which are summarized below:

(i) upon completion of the transaction, the Purchaser will own 100% of the Acquired Securities free and clear of encumbrances;

(ii) the Plus Products Management will enter into employment agreements with the Purchaser in form and substance satisfactory to the Purchaser and the Company;

(iii) the Company shall preserve the Business and assets, and operate in the ordinary course of business until the closing;

(iv) PPH and the Operating Subsidiaries shall have a minimum of US$ 6,000,000 in aggregate working capital on the closing;

(v) the Purchaser shall obtain the approval of the Neo Exchange Inc.;

(vi) the transaction as contemplated by the Acquisition Agreement shall be approved by the Purchaser's senior secured lender as a "Permitted Acquisition";

(vii) the Plan shall have been approved by the Required Majority of the Noteholder Claimants;

(viii) the Meeting Order and the Sanction Order, in form and substance acceptable to the Purchaser and the Company, shall have been granted by the Court and each will be a Final Order;

(ix) the indenture for the Purchaser Notes shall have been entered into between the Purchaser and the Debenture Trustee; and

(x) the Company shall have applied for and obtained a foreign recognition order from the 8th Judicial District Court of Nevada formally recognizing the Sanction Order under the applicable Nevada state bankruptcy legislation, being NRS 30.030 et seq;

(f) that the closing date is the date on which the conditions precedent of the Acquisition Agreement are satisfied or waived, provided that such date shall not be later than April 15, 2022; (unless agreed to between the parties); (g) a mutual termination and limited due diligence condition clause, whereby the Acquisition Agreement can be terminated at any time: (i) by mutual agreement between: (l) the Purchaser; and (2) the with the consent of the Monitor; and (ii) up to the commencement of the hearing for the granting of the Meeting Order if the Purchaser has not satisfied itself with its due diligence investigations; and (h) a termination fee of $600,000 which is equal to approximately 2.0% of the total value of the transaction (before taking into consideration the Purchaser RSUs), whereby such termination fee is only payable if the Court approves an alternative transaction instead of that contemplated by the Acquisition Agreement, and such alternative transaction completes.

Development and Purpose of the Plan

The Company has experienced significant liquidity constraints due to, among other things, negative cash flow. Based on the current financial outlook, unless it is able to secure additional financing, by March 2022, the Company does not expect to have sufficient funds to make future payments to its creditors as they become due (including the interest payments due under the Secured Debentures). In those circumstances, the business of the Company would not continue as a going concern. The Plan is the result of extensive review, analysis and discussions, including negotiations with certain of the Noteholders that led to the preparation of the Plan that is now being proposed. The Plan, if approved, will facilitate a reorganization of the Company's capital, and provide Noteholder Claimants with an opportunity to receive a more favourable return on their Noteholder Claimant Claim than would otherwise be the case on a forced liquidation of the assets of the Company, and allow the Business to continue in operation for the foreseeable future as an asset of the Purchaser.

Overview of the Plan

The Plan is to be implemented concurrently with the closing of the Acquisition Agreement. Pursuant to the Acquisition Agreement, the Purchaser is to acquire all issued and outstanding shares of stock in the capital of PPH (and more particularly, the Acquired Securities), in consideration for which the Purchaser will pay and deliver the Consideration to the Company for distribution to, among others, the Noteholder Claimants, the Existing Company Securities-holders, the Plus Products Management and the Plus Products Employees.

Upon implementation of the Plan, the Noteholder Claimants will have released the Company of all Noteholder Claimant Claims, including Claims against the Directors and Officers for which they are liable by virtue of them being a Director and Officer, with the exception of Unaffected Claims.

As further detailed herein, Noteholder Claimants will receive Purchaser Notes equal to the full amounts of their Noteholder Claimant Claims. After satisfaction of the Noteholder Claimant Claims, the Purchaser Common Shares and the Purchaser RSUs will be distributed to the Existing Company Securities-holders, Plus Products Management and the Plus Products Employees. Following the distributions to the Noteholder Claimants and the Existing Company Securities-holders, the Plan will have been implemented in accordance with its terms and the Monitor's Implementation Certificate will be filed.

The securities to be distributed under the Plan are to be provided by the Purchaser pursuant to the Acquisition Agreement, and distributions are to be made in accordance with the terms of the Plan and the Acquisition Agreement.. It is condition precedent to the Acquisition Agreement that the Plan be approved by the Required Majority and the Court in the CCAA Proceedings.

Absent the Consideration to be provided by the Purchaser pursuant to the Acquisition Agreement, there would be effectively no means by which to satisfy the Noteholder Claimant Claims. Accordingly, the Plan is premised on the expectation that affected stakeholders will derive a significantly greater benefit from the restructuring transaction and resultant distributions than would result from any other available transaction or the liquidation of the Company.

A critical element of the restructuring transaction for both the Company and the Purchaser is the distributions to the Plus Products Management. Such distributions are conditional upon, among other things, the Plus Products Management continuing their employment with and continuing to provide services to the Company and the Operating Subsidiaries through to the Effective Date.

The implementation of the Plan and the completion of the Plan and Acquisition Transactions will ensure the preservation and uninterrupted continuation of the Business under the ownership of the Purchaser.

Terms of the Purchaser Notes

Subject to the implementation of the Plan and the completion of the Plan and Acquisition Transactions, the Noteholders shall receive 100% of the value of the total principal outstanding and the accrued interest on the Secured Debentures, in the form of 20,005 unsecured convertible debenture notes to be issued by the Purchaser in accordance with the indenture to be entered into with respect to the Purchaser Notes on or before the closing date.

The Purchaser Notes shall have a maturity date of April 15, 2027, and accrue interest at a rate of 8% per annum, payable semi-annually at the election of the Purchaser, in cash or in Purchaser Common Shares without notice of such election (priced at the ten (10) day volume weighted average price on the Neo Exchange Inc. (or applicable stock exchange at the time) as of the date of such interest payment, subject to the approval of the Neo Exchange Inc. (or applicable stock exchange at the time)) in arrears until maturity.

On thirty (30) days' written notice to the Noteholders, which may be given at any time between the issue date and maturity, the Purchaser shall have the option to pay the Purchaser Notes in part or in full in cash or by issuing Purchaser Common Shares, at its discretion, to the Noteholders at 100% of the principal value and interest value of the Purchaser Note at the higher of: (a) the ten (10) day volume weighted average price of the Purchaser Common Shares on the Neo Exchange Inc. (or applicable stock exchange at the time) at the time of notice; or (b) the ten (10) day volume weighted average price of the Purchaser Common Shares on the Neo Exchange Inc. at the date of the Acquisition Agreement.

Effect of the Plan on Noteholder Claimants and Existing Company Securities-holders

The following summary description of the effect of the Plan on Noteholder Claimants and Existing Company Securities-holders is qualified in its entirety by reference to the Plan. The Plan involves a series of related transactions that are to occur on the Effective Date, provided that the Court has issued the Sanction Order approving the Plan and the other conditions precedent to the implementation of the Plan have been satisfied. See ***"Conditions to the Implementation of the Plan"*** below.

The Plan will become effective on the Effective Date in accordance with the steps set out in the Plan, and shall be binding on and enure to the benefit of the Company, the Noteholder Claimants, the Directors and Officers, the Existing Company Securities-holders, the Plus Products Management, the Plus Products Employees and all other Persons named or referred to in, or subject to, the Plan.

The Plan does not affect Unaffected Claims. Persons with Unaffected Claims will not be entitled to vote on or receive any distributions under the Plan in respect of such Claims. Nothing in the Plan shall affect any of the Company's rights and defences, both legal and equitable, with respect to any Unaffected Claim, including all rights with respect to legal and equitable defences or entitlements to set-offs and recoupments against such Claims.

The Company's obligation to Persons with Unaffected Claims will be: (a) in the case of Claims in respect of any payments referred to in section 6(3) of the CCAA, paid in full within six months of the Effective Date; (b) paid in the ordinary course; or (c) otherwise satisfied pursuant to arrangements negotiated among the relevant parties with the approval of the Purchaser and the Monitor.

Reference should be made to the Plan for further information concerning the Unaffected Claims.

Recommendation of the Board of Directors

Contingent on the approval and implementation of the Plan and the recapitalization of the Company, the Plan will facilitate a reorganization of the Company's capital, and provide Noteholders with an opportunity to receive a more favourable return on their Claims than would otherwise be the case on a forced liquidation of the assets of the Company, and allow the Business to continue in operation for the foreseeable future as an asset of the Purchaser.

The Board of Directors is currently comprised of four (4) members, being Jacob Heimark, Craig Heimark, Jill Braff and Serafino Posa.

The Board of Directors has considered, among other things, the effect of the Plan on Noteholder Claimants in comparison to what would occur in the event of a distressed sale of the assets of the Company, as discussed below under the heading ***"Implications of Failure to Implement the Plan"***.

Notwithstanding that the members of the Board of Directors each have an interest in the subject matter of the transactions contemplated by the Plan, considering the foregoing, and given the process leading up to the negotiation and finalization of the Plan, discussions that have taken place with the Noteholders and the advice of the Company's advisors, the Board of Directors have concluded that it is in the best interests of the Company and its stakeholders to support the Plan. **The Company therefore recommends that Noteholder Claimants vote IN FAVOUR of the Resolution and the approval of the Plan.**

Recommendation of the Monitor

The Monitor has recommended that the Noteholder Claimants vote IN FAVOUR of the Resolution and the approval of the Plan. See the Monitor's Report accompanying this Information Circular for further details regarding the recommendations of the Monitor.

Implications of Failure to Implement the Plan

A distressed sale or other means of liquidation of the assets of the Company appears to be the only likely alternative to the approval and implementation of the Plan. If the Plan is not approved, the Noteholders will almost

certainly seek leave of the Court to appoint a receiver to sell the assets of the Company with a view to recovering amounts owing to them under the Secured Debentures.

In the event a receiver is appointed over the Company's assets, it is expected that the Company will cease operations immediately, thereby destroying any enterprise value, and anticipated realizations from the sale of the Company's assets will likely be significantly less than the values currently ascribed to such assets. Moreover, any amounts realized under a distressed sale will inevitably be eroded further by the professional costs typically incurred in connection with such proceedings.

A forced distressed sale would undoubtedly expose the Noteholder Claimants to a substantial risk of a major loss in value compared to what is being offered under the Plan.

Management has concluded that in the event of a distressed sale of the Company's assets, it is certain that unsecured creditors and Existing Company Securities-holders would not receive any funds.

In light of the available alternatives, the Company's view, which is supported by the Monitor, is that the approval and implementation of the Plan offers the best outcome not only for the Company and the continued viability of its business, but also for its stakeholders, including all of its Noteholder Claimants.

Approvals of Noteholder Claimants Required for the Plan

In order for the Plan to be approved by the Noteholder Claimants, the Voting Noteholder Claimants must vote in favour of the Resolution to approve the Plan based on the Required Majority. Specifically, for the purposes of the Noteholder Claimant Vote, the Required Majority means that number of Voting Noteholder Claimants representing a majority in number of the Voting Noteholder Claimants, and whose Voting Noteholder Claimant Claims represent at least two-thirds in value of the Voting Noteholder Claimant Claims validly voting in favour of the Resolution through the Voting Instruction Forms in accordance with the Noteholder Claimant Vote.

Sanction Order

Implementation of the Plan requires the satisfaction of several conditions precedent, including the Court's approval of the Plan in the CCAA Proceedings. ***See "Part III - The Plan - Procedure and Timing for the Plan Becoming Effective"*** and ***"Conditions to the Implementation of the Plan"***. Notice is hereby given to the Noteholder Claimants that if the Class votes in favour of the Resolution to approve the Plan by way of the Noteholder Claimant Vote, the Debenture Trustee, in its capacity as trustee and agent of the Noteholders will, whether in person or by proxy, vote in accordance with the Noteholder Claimant Vote on whether to vote in favour of the Resolution to approve the Plan and the transactions contemplated thereby at the Meeting, the hearing for the application for the Sanction Order approving the Plan will be held at 10:00 a.m. (Vancouver time) on January 21, 2022, or such later date as the Company may subsequently advise, at the Law Courts Building at 800 Smithe Street, Vancouver, British Columbia, Canada.

Pursuant to the Meeting Order, publication of the Meeting Materials (as defined therein) in the manner set forth therein, constitutes good and sufficient service of the Company's Notice of Application in respect of the Sanction Order, a copy of which will also be posted on the Monitor's Website.

No notice of any adjournment of the proposed hearing date will be given to any Person unless such person or their legal counsel is already Service List maintained by the Monitor or such person has requested a copy of the aforementioned Notice of Application from legal counsel for the Company.

Procedure and Timing for the Plan Becoming Effective

If the Meeting is held as scheduled and is not adjourned, the Sanction Order is granted on the proposed date and in form and substance satisfactory to the Company, and all other conditions precedent specified in the Plan are satisfied, the Effective Date is expected to occur on February 28, 2022, or as soon as possible after that date.

Conditions Precedent to Implementation of the Plan

A number of conditions precedent must be satisfied or waived by the Company prior to implementation of the Plan. The Plan identifies the following conditions precedent:

(a) the Acquisition Agreement shall have been executed by the Company and the Purchaser;

(b) all conditions precedent to the Acquisition Agreement shall have been satisfied or waived in accordance therewith and the Purchaser shall thereupon be obligated to deliver the Consideration to the Company upon the closing of the Acquisition Agreement;

(c) the Company shall have funds sufficient to satisfy all Crown Priority Claims, as well as any obligations to professionals assisting with giving effect to the Plan Transactions up to and after the Effective Date;

(d) the Plan shall have been approved by the Required Majority of the Class;

(e) the Plan shall have been approved and sanctioned by the Court, and the Sanction Order shall be in full force and effect and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been finally disposed of by the applicable appellate court;

(f) the Company shall have applied for and obtained a foreign recognition order from the 8th Judicial District Court, District of Nevada, formally recognizing the Sanction Order under applicable Nevada State bankruptcy legislation, being NRS 30.040 et. seq.; and

(g) all definitive legal documentation contemplated by the Plan and the Sanction Order, and necessary to complete the Plan Transactions, shall have been finalized, executed and held in escrow for release on the Effective Date.

The foregoing is a summary only and reference should be made to article 5.3 of the Plan for further details of these and other conditions precedent to implementation of the Plan.

Terms of Sanction Order

In addition to sanctioning the Plan, the Sanction Order will:

(a) confirm that the Meeting was duly called and held in accordance with the Meeting Order;

(b) declare that: (i) the Plan has been approved by the Required Majority of the Class in conformity with the CCAA; (ii) the Company has complied with the provisions of the CCAA and all Orders in all respects; (iii) the Court is satisfied that the Company has not done or purported to do anything that is not authorized by the CCAA; and (iv) the Plan and the transactions contemplated thereby are fair and reasonable;

(c) declare that, as at the Effective Time, the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases and the restructuring effected thereby are approved, binding and effective as herein set out upon the Company, all Noteholder Claimants, and all other Persons affected by the Plan;

(d) declare that the compromises, arrangements, discharges and the releases referred to in the Plan are approved and shall become binding and effective in accordance with the Plan;

(e) compromise, discharge and release the Company from any and all Noteholder Claimant Claims and declare that the ability of any Person to proceed against any of the Company in respect of or relating to any such Noteholder Claimant Claims shall be forever discharged, extinguished, released and restrained, and all proceedings with respect to, in connection with or relating to such Noteholder Claimant Claims shall be permanently stayed against the Company, subject only to the right of Noteholder Claimants to receive distributions pursuant to the Plan in respect of their

Noteholder Claimant Claims, and declare that all other releases provided for by the Plan shall be effective from and after the Effective Time;

(f) authorize and direct the Company, after the Effective Date, to complete the Plan Transactions and the Acquisition Transactions, all without the need for any further approvals or actions on the part of the Directors and Officers or any other Persons;

(g) authorize all Persons named in the Plan to perform their functions and fulfil their obligations under the Plan to facilitate the implementation of the Plan;

(h) declare that all distributions to the Noteholder Claimants under the Plan are for the account of the Company and the fulfillment of the Company's obligations under the Plan;

(i) direct the Monitor to file the Monitor's Implementation Certificate in the CCAA Proceedings upon being advised by the Company and the Purchaser that: (i) the Plan Transactions and the Acquisition Transactions have been completed; (ii) the Purchaser Notes have been delivered to the Debenture Trustee for distribution to the Noteholder Claimants; (iii) the Purchaser Common Shares have been distributed to the Existing Company Securities-holders as contemplated by the Plan and the Acquisition Agreement; and (iv) the condition precedent to obtain the foreign recognition order from the 8th Judicial District Court, District of Nevada, has been satisfied or waived;

(j) authorize and direct the Monitor to, after filing the Monitor's Implementation Certificate and at such time as determined by the Company in its sole discretion, assign the Company into bankruptcy, with PricewaterhouseCoopers Inc. being appointed trustee of the bankrupt estate;

(k) declare that the Stay Period continues until the discharge of the Monitor; and

(l) authorize and direct the Monitor to apply to the Court for its discharge.

The foregoing is a summary only and reference should be made to article 5.2 and article 6.2 of the Plan for further details of these and other effects of the Sanction Order.

Regulatory Requirements

Securities Law Considerations

The distribution of securities in connection with the Plan is exempt from the prospectus requirements under Canadian securities laws by virtue of Section 2.11 of National Instrument 45-106 - *Prospectus Exemptions* ("**NI 45-106**"), which provides that the prospectus requirement does not apply to a distribution of a security in connection with an amalgamation, merger, reorganization or arrangement that is under a statutory procedure. The issuances of the Purchaser Notes, the Purchaser Shares and the Purchaser RSUs to the Noteholders, the Existing Company Securities-holders, the Plus Products Management and the Plus Products Employees is necessary to complete the reorganization contemplated by the Plan and is part of the restructuring process undertaken by the Company under the CCAA.

United States

Securities issued under the Plan will not be registered under the U.S. Securities Act or the securities laws of any state of the United States.

Information Regarding Forward Looking Statements

This document contains statements which constitute forward-looking statements within the meaning of the United States *Securities Exchange Act of 1934*. Those statements appear in a number of places in this document and include statements regarding the intent, belief or current expectations of the Company, its directors or its officers primarily with respect to market and general economic conditions, future costs, expenditures and future operating performance of the Company. Such statements may be indicated by words such as "estimate", "expect", "intend",

"the Company believes", and similar words and phrases. Readers are cautioned that any such forward-looking statements are not guarantees and may involve risks and uncertainties, and that actual results may differ from those in the forward-looking statements as a result of various factors, including general economic and business conditions, changes in government regulation, fluctuations in demand and supply for the Company's products, industry production levels, the ability of the Company to implement a plan of arrangement or compromise under the *CCAA* and execute its business plan and misjudgments in the course of preparing forward-looking statements. The information contained under the heading "Business of the Company" identify important factors that could cause such differences. All subsequent written and oral forward-looking statements attributable to the Company or persons acting on behalf of the Company are expressly qualified in their entirety by such cautionary statements.

Notice to U.S. Creditors

This Information Circular has been prepared in accordance with the disclosure requirements of Canada. Creditors should be aware that such requirements are different from those of the United States. Some of the financial information of the Company which is included or incorporated by reference herein has been prepared in accordance with Canadian generally accepted accounting principles and may not be comparable to financial statements of United States companies. **U.S. Noteholder Claimants should consult their own tax advisors for advice concerning the U.S. tax consequences of exchanging their Secured Debentures for Purchaser Notes**.

DATED at Vancouver, BC: December 22, 2021.

FOR: **PLUS PRODUCTS INC.**

Signed: ______________________
Authorized Signatory

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