

## SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated effective as of the 29<sup>th</sup> day of April, 2022.

AMONG:

**SOMA LABS SCIENTIFIC INC.**, a company existing under the laws of the Province of British Columbia

(the “**Company**”)

AND:

**WORLD CLASS EXTRACTIONS INC.**, a company existing under the laws of the Province of British Columbia

(the “**Vendor**”)

AND:

**CANNAWORLD VENTURES INC.**, a company existing under the laws of the Province of British Columbia

(the “**Purchaser**”)

WHEREAS:

- A. The Company carries on the Business (as hereafter defined);
- B. The Vendor is the registered and beneficial owners of all of the right, title and interest in and to the Vendor Shares (as hereafter defined) which in the aggregate, represent all of the issued and outstanding Company Shares (as hereafter defined); and
- C. The Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the right, title and interest in and to all of the Vendor Shares pursuant to the terms and conditions of this Agreement;

THEREFORE this Agreement witnesses that in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties agree as follows:

### **1. Definitions and Interpretation**

1.1 In this Agreement and in the Schedule and the recitals hereto, the following expressions will have the following meanings unless the context otherwise requires:

- (a) “**Act**” has the meaning ascribed thereto in section 3.2 of this Agreement.
- (b) “**Adverse Interests**” means any lien, charge, mortgage, hypothec, pledge, assignment, option, lease, sublease, right to possession, or other security

interest, encumbrance or adverse right, restriction or interest of any nature or kind.

- (c) **“Applicable Law”** means:
- (i) any domestic or foreign statute, law (including common and civil law), code, ordinance, rule, regulation, restriction or bylaw; or
  - (ii) any judgment, order, ruling, decision, writ, decree, injunction or award,  
  
of any governmental entity, statutory body or self-regulatory authority (including a stock exchange), to the extent that the same is legally binding on the person referred to in the context in which the term is used.
- (d) **“Applicable Securities Laws”** means the securities legislation and regulations of, and instruments, policies, rules, orders, codes, notices and interpretation notes of the applicable securities regulatory authorities of British Columbia.
- (e) **“Books and Records”** means all books, records, papers and files of the Company including research and development records, sales and advertising materials, purchase and sales correspondence, trade association files, lists of customers and suppliers, personnel and employment records, personal information (as such term is defined under applicable privacy laws), accounting and financial records and the minute and share certificate books of the Company, in whatever form including electronic, digital and other computer-related media, and all copies, recordings and archives of the foregoing.
- (f) **“Business”** means the business consisting of cannabis extraction and processing.
- (g) **“Closing”** means the completion of the purchase and sale of all of the Vendor Shares and other transactions contemplated in this Agreement in accordance with the terms and conditions of this Agreement.
- (h) **“Closing Date”** means the date on which the Closing occurs.
- (i) **“Common Shares”** means the common shares in the capital of the Purchaser.
- (j) **“Company”** has the meaning ascribed thereto on the first page of this Agreement.
- (k) **“Company Shares”** means the common shares in the capital of the Company.
- (l) **“Confidential Information”** has the meaning ascribed thereto in section 10.2 of this Agreement.

- (m) **“Consideration Shares”** means 15,000,000 Purchaser Shares issuable to the Vendor pursuant to the terms of this Agreement.
- (n) **“Disclosed”** means, in the case of the Vendor and the Company, disclosed (with sufficient details to identify the nature and scope of the matter disclosed) in writing or otherwise provided to the Purchaser.
- (o) **“Equipment LOI”** means the letter of intent entered into between the Company as vendor and Resonate Foods LLC, as purchaser, for the purchase of certain equipment for \$250,000, of which \$50,000 has been deposited in trust for the Company.
- (p) **“Excepted Issuances”** means the Consideration Shares and up to 32,000,000 Purchaser Shares issued at a deemed price of \$0.05 or greater.
- (q) **“Forklift”** means the Yale Forklift GLP070VX Class V 7000 - Serial Number: D875V12588T.
- (r) **“Knowledge of the Company”** means the knowledge of Rosy Mondin, after due enquiry.
- (s) **“Knowledge of the Purchaser”** means the knowledge of Leo Chamberland, after due enquiry.
- (t) **“Legal Proceeding”** means any action, suit, claim, litigation, complaint, grievance, application, arbitration, inquiry, investigation, hearing or other civil, criminal, regulatory, or administrative proceeding or other similar proceeding, at law or in equity, before or by any court, agency, commission, tribunal, panel or other judicial, governmental or administrative body or authority and includes any appeal or review thereof and any application or leave for appeal or review.
- (u) **“Listing”** means the listing of the Common Shares for trading on a stock exchange.
- (v) **“Material Adverse Effect”** means an effect, change, event, occurrence, fact or circumstance that, individually or in the aggregate with another such effect, change, event, occurrence, fact or circumstance, is or would be reasonably expected to be material and adverse to the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Purchaser or the Company or which would be reasonably expected to prevent in any material respect, materially delay or materially impair the ability of the respective parties to complete the transactions contemplated by this Agreement and to otherwise consummate the transactions contemplated in this Agreement, except any such effect resulting from or arising in connection with:
  - (i) any adoption, implementation, proposal or change in applicable law or any interpretation thereof by any governmental entity;

- (ii) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in national or global financial or capital markets or in general economic, business, political, regulatory or market conditions;
- (iii) any natural disaster;
- (iv) the announcement of this Agreement or any transactions contemplated herein, or otherwise contemplated by or arising as a result of the terms of this Agreement;

provided, however, that with respect to clauses (ii) and (iii), such matter does not have a materially disproportionate effect on the Company, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company operates.

- (w) **“Order”** means any order, writ, judgment, ruling, decree, decision, directive, injunction or award of any competent judicial, governmental or administrative body or authority.
- (x) **“Purchaser”** has the meaning ascribed thereto on the first page of this Agreement.
- (y) **“Purchaser Shares”** means the common shares in the capital of the Purchaser, as presently constituted.
- (z) **“US Patent”** means United States patent number US10,946,306B1, for solvent based extraction methods dated March 16, 2021.
- (aa) **“Vendor”** has the meaning ascribed thereto on the first page of this Agreement.
- (bb) **“Vendor Shares”** means the Company Shares held by the Vendor.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) the division of this Agreement into articles, sections and other subdivisions and the use of headings are for convenience only and are not intended to define, interpret or limit the scope, extent or intent of this Agreement;
- (b) all references in this Agreement to “articles”, “sections” and other subdivisions or Schedules are to the designated articles, sections or other subdivisions or Schedules of this Agreement;
- (c) the words “hereof”, “hereto”, “herein”, “hereby”, “herewith” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision;

- (d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language is used with reference thereto);
- (e) the words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or e-mail;
- (f) a “day” shall refer to a calendar day, and references to a “business day” shall refer to days on which banks are ordinarily open for business in Vancouver, British Columbia, other than a Saturday or a Sunday; in calculating all time periods the first day of a period is not included and the last day is included, and if a date is or a time period ends on a day which is not a business day, such date will be extended and the time period will be deemed to expire on the next business day;
- (g) all references to “\$” or “dollars” are references to the lawful currency of Canada;
- (h) any reference to a statute is a reference to the applicable statute and to any regulations made pursuant thereto and includes all amendments made thereto and in force from time to time and any statute or regulation that has the effect of supplementing or superseding such statute or regulation;
- (i) words importing individuals include bodies corporate and other artificial entities, and vice versa; words importing gender include the other gender; words importing one form of body corporate or artificial entity include all other forms of bodies corporate or artificial entities; and words importing the singular includes the plural, and vice versa; and
- (j) the rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of any of the terms and conditions of this Agreement.

## **2. Purchase and Sale**

2.1 Subject to the terms and conditions of this Agreement, at the Closing, the Vendor shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase from the Vendor, all right, title and interest in and to the Vendor Shares (which in the aggregate, represent all of the issued and outstanding Company Shares), free and clear of all Adverse Interests.

2.2 In consideration for the Vendor Shares, the Purchaser shall issue the Consideration Shares to the Vendor.

2.3 The Vendor acknowledges that the Consideration Shares are being issued by the Purchaser in reliance upon exemptions from the registration and prospectus requirements of Applicable Securities Laws. The Parties covenant to comply with Applicable Securities Laws with respect to any sale or transfer of the Consideration Shares.

2.4 The Vendor further acknowledges that:

- (a) the Purchaser is not a “reporting issuer” or equivalent in any jurisdiction and, accordingly, the Considerations Shares will be subject to statutory restrictions on resale for an indefinite period of time; and
- (b) the Consideration Shares are not listed on any stock exchange and no public market exists for the Consideration Shares;

2.5 The Vendor further agrees and acknowledges that the Consideration Shares and any Additional Shares (as defined below), shall, in addition to resale restrictions imposed by Applicable Securities Laws, be subject to voluntary pooling restrictions on resale, such that one-sixth (1/6) of the Consideration Shares and Additional Shares (if any) shall be released from the pooling arrangement upon Listing, with an additional one-sixth (1/6) of the Consideration Shares and Additional Shares (if any) being released from the pooling arrangement every three months thereafter, such that all Consideration Shares and Additional Shares (if any) shall have been released from the pooling arrangement 18 months after the Listing.

2.6 In the event that at any time following the Closing Date and continuing until Listing, except for Excepted Issuances, the Purchaser shall agree to issue or actually issue or grant the right to receive any Purchaser Shares, or securities convertible, exercisable or exchangeable for Purchaser Shares (or modify any of the foregoing which may be outstanding) (“**Purchaser Shares Equivalent**”) to any person or entity at a price per share or conversion price or exercise price per share (the “**Lower Per Share Price**”) which shall be less than the per share purchase price of initially \$0.075, as adjusted for stock splits, dividends and reclassifications, (the “**Per Share Price**”) then in effect (“**Lower Price Issuance**”), then, automatically and without any obligation of or notice to Vendor, the Purchaser shall issue to the Vendor such number of additional shares of Purchaser Shares (the “**Additional Shares**”) as equals the difference between (x) (i) CAD\$750,000 divided by (ii) the Lower Per Share Price, less (y) the number Purchaser Shares previously issued to the Vendor (including any Additional Shares issued in prior applications of the provisions of this Section 2.6). Thereafter, and for purposes of calculating future adjustments or issuances of Additional Shares, the Per Share Price shall be amended and revised to be the Lower Per Share Price for purposes of future calculations of this adjustment. Certificates for Additional Shares shall be unconditionally delivered and issued in electronic book entry form to the broker dealer or custodian designated by Vendor (or, if the Purchaser is not eligible to issue securities in book entry form, or if the Vendor specifically requests hard copy, then by Federal Express to the Vendor) within 5 business days of the date of the Lower Price Issuance of Purchaser Shares or Purchaser Shares Equivalents (or, if earlier, date of commitment to make the Lower Price Issuance of Purchaser Shares or Purchaser Shares Equivalents). The Purchaser acknowledges and agrees that the Vendor and their assigns may be irreparably harmed and injured (including loss of profits) if certificates of Additional Shares are not issued promptly in accordance with the provisions hereof and shall compensate, in addition to enforcement costs, litigation costs and legal fees, any lost profits or expenses of Vendor or their rightful assigns in the event that a court finds in favor of such any of such persons in any action by such persons to enforce their rights.

### **3. Additional Covenants**

3.1 Each of the parties hereto shall, in good faith, use all commercially reasonable efforts to:

- (a) conduct their business and affairs in a manner such that its respective representations and warranties made by it herein remain true prior to Closing, and to promptly notify the other parties should any representation and warranty made by it herein cease to be true;
- (b) perform and observe the covenants made by it herein;
- (c) fully cooperate with the Vendor to file tax elections, to the extent requested by the Vendor; and
- (d) perform and observe matters required to satisfy any other conditions precedent to the completion of the transactions contemplated by this Agreement.

3.2 It is intended that the transfers of the Vendor Shares hereunder be on a tax-deferred basis to the Vendor for purposes of the *Income Tax Act (Canada)* (the “**Act**”) and applicable provincial income tax statutes. In order to give effect to this intention, the Vendor and the Purchaser shall, in a timely manner, jointly execute and file elections under section 85 of the Act, or any other provision of the Act deemed necessary by the Purchaser and Vendor, in prescribed form and elections in prescribed form under the corresponding provisions of applicable provincial income tax statutes in respect of the transfers hereunder of the Vendor Shares. The elected amounts for purposes of each such election will be determined by the Vendor in a manner consistent with the above-described intention.

### **4. Representations and Warranties**

4.1 The Vendor represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement and the Closing:

- (a) it has the legal power and capacity and has taken all necessary action and has obtained all necessary approvals to enter into and execute this Agreement and to carry out its obligations hereunder;
- (b) it has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement’s terms;
- (c) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein by the Vendor will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) any indenture, agreement or

instrument to which it is a party or by which it is bound, or (ii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over it;

- (d) it is the registered holder and beneficial owner of all of the right, title and interest in and to its respective Vendor Shares; it has good and marketable title to such Vendor Shares free and clear of all Adverse Interests; its Vendor Shares are validly issued and outstanding as fully paid and non-assessable securities in the capital of the Company; it holds no other shares in the capital of the Company other than such Vendor Shares; and it holds no right, privilege, option, warrant or agreement to purchase or otherwise acquire, directly or indirectly, any other shares in the capital of the Company;
- (e) no person has any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any of its respective Vendor Shares or any interest or entitlement therein (other than as provided by this Agreement); and
- (f) other than as a result of the transactions contemplated herein, it is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of its respective Vendor Shares or any other securities of the Company.

4.2 The Company represents and warrants to the Purchaser and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement and the Closing, except as Disclosed:

- (a) the Company is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation;
- (b) the Company has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own its assets and to enter into and execute this Agreement and to carry out its obligations hereunder;
- (c) the Company has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;



- (d) provided the conditions to Closing, as set out in section 5.3 hereof, are satisfied, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) any of the Company's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Company is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Company; in each case that may result in a Material Adverse Effect;
- (e) the Company's authorized capital consists of an unlimited number of common shares, of which only the Vendor Shares are validly issued and outstanding;
- (f) all of the Company Shares are held by the Vendor and all of the issued and outstanding Company Shares are fully paid and non-assessable securities in the capital of the Company, and the Company has not made, declared or authorized any dividend or other distribution on the Company Shares or purchased or redeemed or agreed to purchase or redeem any of the Company Shares;
- (g) as of the Closing Date, no person shall have any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire from the treasury of the Company, directly or indirectly, any Company Shares or any other shares in the capital of the Company;
- (h) it is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the Company Shares or any other securities of the Company;
- (i) as of the Closing Date, and other than with respect to the Equipment LOI, the Company is the recorded and beneficial owner in and to all of the right, title and interest in and to the assets currently held by the Company, and has good and marketable title thereto free and clear of any actual, pending, contingent or, to the Knowledge of the Company, threatened Adverse Interests, including without limitation any unregistered encumbrances and any Legal Proceeding challenging or adversely affecting title to or quiet and exclusive possession, use and enjoyment of those assets, and no person has any right, privilege, option or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option or

agreement, to purchase or otherwise acquire, directly or indirectly, any assets or any interest or entitlement therein;

- (j) as of the Closing Date, the Company has the sole and exclusive right to use the intellectual property presently used by the Company in connection with the Business, free and clear, of any actual, pending, contingent or, to the Knowledge of the Company, threatened Adverse Interests including without limitation any Legal Proceeding challenging or adversely affecting its right to use any such intellectual property, and for greater certainty none of such intellectual property is licensed to any other person or, to the Knowledge of the Company, infringes any rights owned or held by any other person; no royalty payments, license fees or other charges are payable with respect to such intellectual property and no other person has made, threatened or otherwise has any grounds for any claim of any sort against the Company in respect of such intellectual property;
- (k) the Company has not guaranteed or is not otherwise liable for the indemnification, assumption, endorsement or like commitment with respect to the debts, liabilities or obligations (contingent or otherwise) of any other person, except for indemnities of directors and officers;
- (l) the Company has filed in a timely manner all necessary tax returns and notices and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and has established an adequate reserve for taxes as they become due, and, to the Knowledge of the Company, there are no tax deficiencies or penalties or interest accrued or accruing or alleged to be accrued or accruing thereon where, in any of the above cases, it might reasonably be expected to result in a Material Adverse Effect, and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by the Company, or the payment of any material tax, charge, levy, fine, penalty or interest against the Company, and there are no material actions, suits, claims, investigations, hearings or other proceedings pending or, to the Knowledge of the Company, threatened against the Company which would reasonably be expected to result in a material liability in respect of taxes, charges, levies, fines, penalties, interest, assessments or reassessments or any matters under discussion with any judicial, governmental or administrative body or authority relating to taxes, charges, levies, fines, penalties, interest, assessments or reassessments asserted by any such body or authority;
- (m) the Company has no more than \$460,000 in outstanding debts or liabilities;
- (n) the Company has fulfilled all requirements under applicable laws with respect to all required deductions and withholding of amounts from any former employees and consultants and has remitted all such deductions and withheld amounts to the appropriate authorities at the prescribed times;

- (o) the financial records of the Company are complete and accurate in all material respects and present fairly the financial condition, financial performance and cash flows of each of the Company as at the date and for the periods indicated therein;
- (p) there are no actual, pending, contingent or, to the Knowledge of the Company, threatened Legal Proceedings which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on the Company;
- (q) to the Knowledge of the Company, no Legal Proceedings involving the Company which may operate to prevent or restrict trading of any securities of the Company or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority or stock exchange;
- (r) the Company is not insolvent under any applicable laws and there is no bankruptcy, liquidation, dissolution, winding-up or other similar proposal or proceeding or other Legal Proceeding in progress, pending, contingent or, to the knowledge of the Vendor, threatened by or against the Company, before any judicial, governmental or administrative body or authority in respect of the foregoing, or in respect of any general assignment, arrangement or compromise with creditors or appointment of a receiver or manager with respect to any of its assets or execution or distress levied upon any of its assets;
- (s) the Books and Records of the Company, have been maintained in accordance with all applicable statutory requirements and are complete in all material respects, accurate and up-to-date in all material respects and contain and accurately record the business, operations, affairs, development and all financial transactions of the Company, and contain complete and accurate copies of its constating documents and all resolutions, minutes of meetings of its directors and shareholders;
- (t) the Company has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against the Company for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein;
- (u) the Company has no equity ownership in any entity whatsoever; and
- (v) except as disclosed herein or in writing to the Purchaser, the Company does not have any information or knowledge of any facts relating to the Company (including but not limited to the Company Shares, the Business or the assets of the Company) which if known to the Purchaser would reasonably be expected to deter the Purchaser from completing the transactions

contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Company or the Vendor to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Company Shares seeking full information as to the Company Shares, the Company and its business and affairs.

4.3 The Purchaser represents and warrants to the Vendor and acknowledges that the Vendor is relying on such representations and warranties, that as of the date of this Agreement and the Closing:

- (a) the Purchaser is duly formed, validly existing and in good standing under the laws of its jurisdictions of formation;
- (b) the Purchaser is not a reporting issuer and its shares are not listed on any stock exchange;
- (c) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder
- (d) the Consideration Shares to be issued by the Purchaser pursuant to this Agreement (i) have been duly authorized, and, upon issuance, will be validly issued, fully paid and non-assessable, (ii) will not be issued in violation of the certificate of incorporation, charter, articles or other constating documents of the Purchaser, or any agreement, contract, covenant, undertaking, or commitment to which the Purchaser is a party or bound; and (iii) are not subject to any pre-emptive rights, rights of first refusal or other similar rights;
- (e) the authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which, as of the date hereof, 61,502,000 Common Shares are issued and outstanding as fully paid and non-assessable, with 53,480,000 Common Shares subject to performance-based escrow arrangements;
- (f) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (g) the Purchaser is not currently in default of any requirement of the applicable laws;

- (h) there are no legal or governmental proceedings pending or, to the Knowledge of the Purchaser, contemplated or threatened, to which the Purchaser is a party or to which the property of the Purchaser is subject;
- (i) there are no actual, pending, contingent or, to the Knowledge of the Purchaser, threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (j) the Purchaser is not a party to any agreement nor to the Knowledge of the Purchaser is there any agreement, which in any manner affects the voting control of any of the securities of the Purchaser;
- (k) the books and records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected in such books and records have been conducted or taken in compliance, in all material respects, with Applicable Laws;
- (l) no person, firm or company acting or purporting to act at the request of the Purchaser is entitled to any brokerage or finder's fee in connection with the transactions contemplated herein;
- (m) the Purchaser has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder;
- (n) the Purchaser has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such all permits, licences, certificates of authority, orders and approvals are in good standing in all material respects;
- (o) there are no audits, reassessments or other proceedings in progress or, to the knowledge of the Purchaser, threatened against the Purchaser, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and the Purchaser is not aware of any contingent liability of the Purchaser for Tax or any grounds that could prompt an assessment or reassessment for any Tax, and the Purchaser has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;

- (p) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of the Purchaser; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and shareholders of the Purchaser; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of the Purchaser are complete and accurate, and all transfers of shares of the Purchaser reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be;
- (q) all Books and Records of the Purchaser have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (r) the Purchaser has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers; and
- (s) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) the Purchaser's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Purchaser is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Purchaser.

4.4 The representations and warranties set out herein shall survive the execution and delivery of this Agreement and shall terminate and be extinguished on the earlier of termination of this Agreement in accordance with its terms and the Closing.

## **5. Conditions of Closing**

5.1 The Vendor shall not be obligated to complete the sale of the Vendor Shares pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Vendor:

- (a) the representations and warranties of the Purchaser in this Agreement shall be true and correct in all material respects at the Closing, except those representations and warranties qualified by a materiality qualification which shall be true and correct in all respects;
- (b) the covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed; and
- (c) the Company having transferred \$100,000 in cash to the Vendor as a partial debt repayment.

5.2 If any condition in section 5.1 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Vendor or the Company to comply with their obligations under this Agreement, then the Vendor may, without limiting any rights or remedies available to the Vendor at law or in equity, either:

- (a) terminate this Agreement by notice to the Purchaser; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

5.3 The Purchaser shall not be obligated to complete the purchase of the Vendor Shares pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser:

- (a) the representations and warranties of the Vendor and the Company in this Agreement shall be true and correct in all material respects at the Closing, except those representations and warranties qualified by a materiality qualification which shall be true and correct in all respects;
- (b) the Vendor and the Purchaser having entered into a patent assignment agreement pertaining to the US Patent;
- (c) the Company having at least \$36,000 in cash;
- (d) the ownership of the Forklift being transferred from the Vendor to the Company;

- (e) the covenants and conditions of the Vendor and the Company to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;
- (f) the assets of the Company being free of all Adverse Interests, unless otherwise agreed by the Purchaser; and
- (g) the Board of Directors of the Company shall have approved the transfer of the Company Shares contemplated in this Agreement, in accordance with the Articles of Incorporation of the Company.

5.4 If any condition in section 5.3 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Purchaser to comply with its obligations under this Agreement, then the Purchaser may, without limiting any rights or remedies available to the Purchaser at law or in equity, either:

- (a) terminate this Agreement by notice to the Company; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

## **6. Closing**

6.1 The Closing shall take place at the offices of counsel to the Purchaser, at such time and date as may be agreed by the parties, such agreement not to be unreasonably withheld.

6.2 At Closing, the Vendor and the Company shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) a certificate of a senior officer of the Company (without personal liability) dated as of Closing certifying that the representations and warranties of the Company contained herein are true and correct in all material respects as of Closing and that the covenants except those representations and warranties qualified by a materially qualification which shall be true and correct in all respects and conditions of the Company and the Vendor to be performed prior to or at Closing have been performed and observed in all material respects;
- (b) certified copy of the resolutions of the Company authorizing this Agreement and the transactions contemplated herein and hereby;
- (c) the minute books of the Company and all corporate, financial, legal and technical files, records and data of the Company related to the Business;
- (d) certificates representing the Vendor Shares owned by the Vendor duly endorsed for transfer to the Purchaser or accompanied by a stock transfer power of attorney; and



- (e) a certificate representing the Vendor Shares, duly registered in the name of the Purchaser.

6.3 At Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following documents:

- (a) a certificate of a senior officer of the Purchaser (without personal liability) dated as of Closing certifying that the representations and warranties of the Purchaser contained herein are true and correct in all material respects as of Closing, except those representations and warranties qualified by a materially qualification which shall be true and correct in all respects, and that the covenants and conditions of the Purchaser to be performed prior to or at Closing have been performed and observed in all material respects;
- (b) certified copy of the resolutions of the Purchaser authorizing this Agreement and the transactions contemplated herein and hereby; and
- (c) certificates representing the Consideration Shares duly issued to the Vendor.

## **7. Termination**

7.1 This Agreement may be terminated by the mutual consent of the parties or in the following circumstances by written notice given by the terminating party to the other parties hereto:

- (a) by either the Company, the Vendor or the Purchaser if the Closing has not occurred on or before April 29, 2022 or such later date as may be mutually agreed by the Purchaser and the Company;

7.2 Upon termination of this Agreement, each party hereto shall be released from all obligations under this Agreement, except this section 7.2 and sections 9, 10 and 11, which provisions shall survive such termination. Each party's right of termination is in addition to and not in derogation or limitation of any other rights, claims, causes of action or other remedy that such party may have under this Agreement or otherwise at law or in equity with respect to such termination and any misrepresentation, breach of covenant or indemnity contained herein.

## **8. Notices**

8.1 Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, pre-paid, certified or registered mail, or by telecommunication, facsimile, email or other similar form of communication (in each case with electronic confirmed receipt), addressed as follows:

(a) If to the Company or the Vendor at:

World Class Extractions Inc.

Addresses and emails  
have been redacted

Attention: Rosy Mondin

Email:

With a copy to:

Garfinkle Biderman LLP

Attention: Shimmy Posen

Email:

(b) If to the Purchaser at:

Cannaworld Ventures Inc.

Attention: Leo Chamberland

Email:

With a copy to:

Cassels Brock & Blackwell LLP

Attention: Jeff Durno

Email:

and such shall be deemed to have been given (i) if effected by personal delivery, or telecommunication, facsimile or other similar form of communication (with electronic confirmed receipt), at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

8.2 A party may at any time in the above manner give notice to the other parties of any change of address and after the giving of such notice the address or addresses specified will be the address of such party for the purpose of giving notice hereunder.

## 9. **Expenses**

9.1 Each of the parties hereto shall bear all expenses incurred by such party in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their legal counsel, accountants, financial, tax and investment advisors, brokers and finders.

## 10. **Public Announcement; Disclosure and Confidentiality**

10.1 Unless and until the transactions contemplated in this Agreement will have been completed, none of the parties shall make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between them relating to the matters contemplated herein without the prior consent of the other parties, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by law or any rules of a stock exchange or similar organization to which it is bound.

10.2 All information provided to or received by the parties hereunder shall be treated as confidential (“**Confidential Information**”). Subject to the provisions of this section 11.2, no Confidential Information shall be published by any party hereto without the prior written consent of the others, but such consent in respect of the reporting of factual data shall not be unreasonably withheld. The consent required by this section 11.2 shall not apply to a disclosure to: (a) comply with any applicable laws, stock exchange rules or a regulatory authority having jurisdiction; (b) a director, officer or employee of a party; (c) an affiliate of a party; (d) a consultant, contractor or subcontractor of a party that has a bona fide need to be informed; or (e) any third party to whom the disclosing party may assign any of its rights under this Agreement; provided, however, that in the case of subsection (e) the third party or parties, as the case may be, agree to maintain in confidence any of the Confidential Information so disclosed to them.

10.3 The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the disclosing party can show by reasonable documentary evidence or otherwise: (a) as of the date of this Agreement, was in the public domain; (b) after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the disclosing party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or (c) was information that the disclosing party or its Affiliates were required to disclose pursuant to the order of any governmental or judicial authority

## **11. General**

11.1 This Agreement (including the Schedule thereto) constitutes the entire agreement among the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise among the parties with respect to the subject matter herein. There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

11.2 The parties shall from time to time prior to or after Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.

11.3 Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the parties thereto. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

11.4 Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

11.5 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

11.6 This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any party hereto without the express written consent of the other parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

11.7 This Agreement shall be exclusively governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. For the purposes of all legal proceedings, this Agreement shall be deemed to have been made and performed in British Columbia, and the parties hereby irrevocably agree that the courts of British Columbia shall have exclusive jurisdiction to entertain any action arising under this Agreement.

11.8 This Agreement may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**CANNAWORLD VENTURES INC.**

Per:           *"Leo Chamberland"*          

Leo Chamberland  
Authorized Signatory

**SOMA LABS SCIENTIFIC INC.**

Per:           *"Rosy Mondin"*          

Rosy Mondin  
Authorized Signatory

**WORLD CLASS EXTRACTIONS INC.**

Per:           *"Rosy Mondin"*          

Rosy Mondin  
Authorized Signatory