

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective the 23 day of August, 2023.

AMONG:

VINERGY CAPITAL INC.

a corporation existing under the laws of British Columbia, having its registered office at 1500 – 1055 West Georgia Street, Vancouver, British Columbia V6E 4N7

(hereinafter referred to as the “Purchaser”)

- and -

PLANT BASED INDUSTRIES, LLC, a common shareholder of Healthcare Accretion Group Inc. (“HAG”) resident in the State of California

(hereinafter referred to as the “Shareholder”)

WHEREAS:

- A. The Shareholder is the legal and beneficial owner of 1,250,000 common shares of HAG (the “HAG Shares”); and
- B. The Purchaser has agreed to purchase up to 100% of the Shareholder’s HAG Shares (the “Transaction”) on the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I PURCHASE AND SALE OF PURCHASED SHARES

I.1 Purchase and Sale

Subject to the terms and conditions hereof, the Shareholder agrees, on its own behalf, to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Shareholder, 1,000,000 HAG Shares (the “Initial Purchased Shares”) which are beneficially owned by the Shareholder at the Time of Closing (as defined below).

I.2 Purchase Price

In consideration for the acquisition of the Initial Purchased Shares, the Purchaser shall issue from treasury to the Shareholder at the Initial Closing (as defined below) an aggregate of 7,500,000 common shares without par value in the capital of the Purchaser (“Common Shares”), free and clear of any encumbrances (the “Initial Payment Shares”). The Initial Payment Shares are being issued at a deemed value of \$0.055 per Initial Payment Share.

1.03 Option

At the Initial Closing, the Shareholder shall grant the Purchaser an irrevocable option (the “**Option**”) to purchase from the Shareholder an aggregate of 250,000 HAG Shares, free and clear of all encumbrances, liens and interests thereon (the “**Optioned Shares**”) in exchange for an aggregate of 1,000,000 Common Shares (the “**Optioned Payment Shares**”), free and clear of any encumbrances. The exercise of the Option shall be in the Purchaser’s sole and absolute discretion and nothing in this Agreement shall require the Purchaser to exercise the Option.

The Option shall vest immediately upon the Purchaser’s exercise of the First Option (as such term is defined in the other share exchange agreements with other HAG shareholders of even date herewith) and shall expire at 5:00 p.m. Vancouver time on the date that is twelve (12) months after the date the First Option is exercised (the “**Option Expiry Time**”). The Purchaser may exercise the Option, at any time, on or prior to the Option Expiry Time, by notice in writing given by the Purchaser to the Shareholder at its address for notice listed in Section 5.02 of this Agreement (the “**Option Notice**”).

Closing of the Option (the “**Option Closing**”) shall be conducted in the same manner as the Initial Closing and shall be completed no later than thirty (30) days following the date of the Option Notice, or such later date as the Purchaser and Shareholder may mutually determine.

1.04 Restrictions on Resale

The Shareholder acknowledges and agrees as follows:

- (a) the transfer of the Purchased Shares and the issuance, as applicable, of the Initial Payment Shares and the Optioned Payment Shares (the “**Payment Shares**”), in exchange therefor, will be made pursuant to appropriate exemptions, including (but not limited to) the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions* (the “**Exemptions**”) from any applicable take-over bid and registration and prospectus (or equivalent) requirements of applicable securities laws;
- (b) as a consequence of acquiring the Payment Shares or pursuant to the Exemption:
 - (i) the Shareholder will be restricted from using certain of the civil remedies available under applicable securities laws;
 - (ii) the Shareholder may not receive information that might otherwise be required to be provided to the Shareholder, and the Purchaser is relieved from certain obligations that would otherwise apply under applicable securities laws if the Exemption were not being relied upon by the Purchaser;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;
 - (iv) there is no government or other insurance covering the Payment Shares; and
 - (v) an investment in the Payment Shares is speculative and of high risk; and
- (c) the certificates representing the Payment Shares and any Common Shares issuable upon exercise of the Option will bear such legends as required by applicable securities laws and it is the responsibility of the Shareholder to find out what those restrictions are and to comply with them before selling the Payment Shares.

ARTICLE II CLOSING ARRANGEMENTS

2.01 Time and Place of Closing

Closing of each of the Initial Closing, and, if applicable, the Option Closing shall take place at such time(s) (the “**Time of Closing**”) at such locations(s) as the Parties shall mutually agree.

2.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

- (a) share certificates or direct registration statement (DRS) evidencing the Payment Shares;
- (b) a certificate of one of the Purchaser’s senior officers, dated as of each of the Initial Closing and the Option Closing (in each case, a “**Closing Date**”). Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of the Purchaser (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares; (iii) that the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or material adverse effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or material adverse effect qualifier), except as affected by the transactions contemplated by this Agreement; (iv) that the completion of the Initial Closing or the Option Closing, as applicable (in each case, a “**Closing**”) will not be classified as a “Fundamental Change” or “Change of Business” for the Purchaser pursuant to the policies of the Canadian Securities Exchange (the “**CSE**”); and (v) that there is no prohibition at law against the completion of the Closing; and
- (c) a certificate of good standing for the Purchaser.

2.03 Closing Deliveries of the Shareholder

At the Time of Closing, the Shareholder will deliver or cause to be delivered:

- (a) share certificates evidencing the Purchased Shares owned by the Shareholder, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;
- (b) a certificate of one of the directors of HAG’s, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the articles and by-laws of HAG (and all amendments thereto as in effect as on such date); and (ii) all resolutions of the board of directors of HAG approving the entering into of this Agreement and the completion of the Transaction; and
- (c) the U.S. Representation Letter attached hereto as Schedule “A”.

ARTICLE III CONDITIONS OF CLOSING

3.01 Mutual Conditions of Closing

The obligations to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing of each Closing:

- (a) the conditions of each Closing (as such term is defined in the Concurrent Agreements) set out in Section 3.1 of each of the Share Exchange Agreements dated the date hereof among the Purchaser, HAG and each of the directors of HAG, respectively, shall have been satisfied or waived, as applicable, by the parties hereto;
- (b) there being no prohibition at law against the completion of the Transaction; and
- (c) as applicable, the Initial Closing Date shall be on or before 14 days from the date hereof (the “**Termination Date**”) and the Option Closing shall be on or before the Option Expiry Time;
- (d) the purchase by the Purchaser on the Initial Closing Date of 40% of the HAG Shares pursuant to this Agreement and other share exchange agreements with other HAG shareholders of even date herewith; and
- (e) in respect of the Option, the purchase by the Purchaser on the Option Closing of 30% of the HAG Shares pursuant to this Agreement and other share exchange agreements with other HAG shareholders of even date herewith.

The foregoing conditions precedent are for the benefit of all parties and may be waived by the Shareholder and the Purchaser, in whole or in part, without prejudice to any party’s right to rely on any other condition in favour of any party.

3.02 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing of each Closing:

- (a) the Shareholder shall have tendered all closing deliveries set forth in Section 2.03, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Purchased Shares to the Purchaser acceptable to the Purchaser, acting reasonably;
- (b) the representations and warranties of the Shareholder set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Time of Closing and delivery by the Shareholder of the documents described in Section 2.02 required to be delivered by the Shareholder shall constitute a reaffirmation and confirmation by the Shareholder of such representations and warranties;
- (c) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholder at or before the Time of Closing will have been complied

with or performed and delivery of the documents described in Section 2.02 shall constitute confirmation of such compliance and performance; and

- (a) all consents, assignments, waivers, permits, orders and approvals of all no consent, approval, order or authorization of, or registration or declaration with, any applicable multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or regulatory authority, including any securities commission or stock exchange (a “**Governmental Authority**”) or other persons necessary to permit the completion of the Transaction shall have been obtained.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser’s right to rely on any other condition in favour of the Purchaser.

3.03 Conditions of Closing in Favour of the Shareholder

The obligations of the Shareholder to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Purchaser shall have tendered all closing deliveries set forth in Section 2.02 including delivery of the Payment Shares;
- (b) all consents, waivers, permits, orders and approvals of all Governmental Authorities (including the CSE) or other persons, including, if applicable, all those party to the Purchaser Material Contracts necessary to permit the completion of the Transaction shall have been obtained;
- (c) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;
- (d) the Payment Shares will have been approved for issuance by the directors of the Purchaser and the Payment Shares will be issued as fully paid and non-assessable shares in the capital of the Purchaser, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature; and
- (e) there being no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its respective directors or officers commenced or threatened by any securities commission or official of the CSE or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on, the Purchaser, its business, assets or financial condition.

The foregoing conditions precedent are for the benefit of the Shareholder and may be waived by the Shareholder, in whole or in part, without prejudice to the Shareholder’s right to rely on any other condition in favour of the Shareholder.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES**

4.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Shareholder and HAG as follows, and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser is a corporation validly existing and in good standing under the laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) the Purchaser is a “**reporting issuer**” in the provinces of British Columbia, Alberta and Ontario and is not in material default of applicable securities laws;
- (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, to own and lease its property, and to carry on its businesses as now being conducted;
- (d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (e) the Common Shares are listed for trading on the CSE and the Purchaser is not in material default of any of the listing requirements of the CSE;
- (f) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Purchaser Material Contract (defined below)), licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;
- (g) the authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which, as of the date hereof, 40,484,663 Common Shares are issued and outstanding as fully paid and non-assessable; as of the date hereof, 19,900,000 common share purchase warrants of the Purchaser are outstanding and 400,000 stock options are outstanding;
- (h) when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares;

- (i) other than as set out in Section 4.01(g), there are no other Common Shares or securities convertible, exercisable or exchangeable into Common Shares or preferred shares issued or outstanding;
- (j) all disclosure documents of the Purchaser filed under applicable securities laws of the Provinces of British Columbia, Alberta and Ontario since the date of its incorporation, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications contain no untrue statement of a material fact (as such term is defined in the *Securities Act* (British Columbia)) as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
- (k) except for the holders of the securities set out Section 4.01(g), and other than the Shareholder pursuant to this Agreement, no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;
- (l) the audited financial statements of the Purchaser for the year ended February 28, 2023, and the unaudited interim financial statements for the nine-month period ended November 30, 2022 (collectively, the “**Purchaser Financial Statements**”), copies of which have been filed publicly with the British Columbia, Ontario and Alberta Securities Commissions and are available on SEDAR+, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of the Purchaser for the periods then ended and the Purchaser Financial Statements have been prepared in accordance with generally accepted accounting principles in Canada (and, if applicable, includes International Financial Reporting Standards) applied on a consistent basis;
- (m) to the knowledge of the Purchaser, no information has come to the attention of the Purchaser since the last date of the most recently issued Purchaser Financial Statements that would or would reasonably be expected to require any restatement or revisions of any such financial statements;
- (n) the Purchaser’s auditors who audited the Purchaser Financial Statements (as applicable) are independent public accountants;
- (o) except as disclosed in the Purchaser Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser;
- (p) except as disclosed in the Purchaser Financial Statements, the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (q) since February 28, 2023, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser;

- (r) 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;
- (s) all of the agreements and contracts of the Purchaser material to its business and operations (the “**Purchaser Material Contracts**”), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the material contracts of the Purchaser. Each of the Purchaser Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. The Purchaser has not violated or breached, in any material respect, any of the terms or conditions of any Purchaser Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (t) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with the Transaction and the other transactions contemplated by this Agreement under any contract to which the Purchaser is a party;
- (u) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a “Material Adverse Effect” on the Purchaser. “**Material Adverse Effect**” means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the transactions contemplated herein;
- (v) there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;
- (w) no bankruptcy, insolvency or receivership proceedings have been instituted by the Purchaser or, to the knowledge of the Purchaser, are pending against the Purchaser;

- (x) the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (y) no person has any written or oral agreement, option, understanding or commitment for the purchase from the Purchaser of any of its assets or property;
- (z) 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;
- (aa) the Purchaser has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by the Purchaser in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to the Purchaser are true, complete and correct, report all income and all other amounts and information required to be reported thereon and disclose any Tax required to be paid for the periods covered thereby. The Purchaser has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax. “**Tax**” means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers’ compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and “**Taxes**” has a corresponding meaning. “**Tax Return**” means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments and supplements thereto;
- (bb) 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;

- (cc) the Purchaser has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by the Purchaser;
- (dd) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (ee) no current or former employee, officer or director of the Purchaser is entitled to a severance, termination or other similar payment as a result of the Transaction;
- (ff) the corporate records of the Purchaser, including (i) its articles, notice of articles or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records; 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;
- (gg) all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) 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; and
- (hh) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4.02 Representations and Warranties of the Shareholder

The Shareholder, hereby represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered by the Shareholder pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Shareholder and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms;
- (b) if the Shareholder is (i) a corporation, it is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Agreement, and to carry out and perform its obligations under the terms of this Agreement, and (ii) an individual, it is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if the Shareholder is not an individual, result in a breach or violation of the articles or by-laws of the Shareholder (or other constating documents of the Shareholder) or of any resolutions of the directors or shareholders of the Shareholder, or (ii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;
- (d) the Shareholder is the registered and beneficial owner of that number of HAG Shares indicated in the recitals hereto, free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (e) except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased Shares held or beneficially owned by the Shareholder and none of such common shares of HAG are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such common shares of HAG;
- (f) the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on HAG or the Purchaser; and
- (g) to the knowledge of the Shareholder, no representation or warranty of the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4.03 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date

that is 12 months from the date of the last Closing under this Agreement prior to the date of termination hereof. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 12-month period.

ARTICLE V COVENANTS

5.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement;
- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or material adverse effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or material adverse effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;
- (d) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction; and
- (e) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement.

ARTICLE VI TERMINATION

6.01 Termination

This Agreement may be terminated in writing at any time prior to the Closing:

- (a) by mutual written consent of the Purchaser, the Shareholder and HAG;
- (b) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order;

- (c) in the event any Insider Concurrent Agreement is terminated in accordance with its terms;
- (d) in the event the Initial Closing has not been completed by the Termination Date;
- (e) in the event the First Option has not been exercised on or before the First Option Expiry Time (as such term is defined in the other share exchange agreements with other HAG shareholders of even date herewith); and
- (f) in the event the Second Option has not been exercised on or before the Second Option Expiry Time.

6.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 7.03 and 5.08.

ARTICLE VII GENERAL

7.01 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

7.02 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing shall be in writing addressed as follows:

- (a) if to the Purchaser:

Vinergy Capital Inc.
Suite 1000, 409 Granville Street
Vancouver, British Columbia V6C 1T2
Attention: Geoff Balderson, Chief Financial Officer
E-mail: [Redacted: Personal Information]

with a copy (which copy shall not constitute notice to the Purchaser) to:

1500 Royal Centre
1055 West Georgia Street
Vancouver, British Columbia V6E 4N7
Attention: Desmond Balakrishnan
E-mail: [Redacted: Personal Information]

- (b) if to the Shareholder:

c/o Healthcare Accretion Group Inc.
Suite 6000, 1 First Canada Place
Toronto, Ontario M5X 1E2

Attention: Michael Dalsin
E-mail: *[Redacted: Personal Information]*

or such other address as may be designated by notice given by either the Shareholder or the Purchaser to the other in accordance with this Section 5.02. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia or the Province of Ontario.

7.03 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party’s obligations under this Section 5.03. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

7.04 Assignment

Other than as provided herein, no party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto, such consent not to be unreasonably withheld or delayed.

7.05 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

7.06 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

7.07 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and is to be treated in all respects as a British Columbia contract.

7.08 Expenses

Each party will be responsible for its own costs and expenses incurred with respect to the transactions contemplated herein. Accordingly, if during the term of this Agreement, the Transaction does not successfully complete, then each party will be responsible for its own expenses incurred.

7.09 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

7.10 Public Announcements

The Purchaser shall co-operate with HAG in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

7.11 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

7.12 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

7.13 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

7.14 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

7.15 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

7.16 Independent Legal Advice

THE SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, THE SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT THE SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT. THE SHAREHOLDER ACKNOWLEDGES AND AGREES THAT MCMILLAN LLP NEITHER REPRESENTS NOR ACTS FOR THE SHAREHOLDER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

[Signature pages follow.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

VINERGY CAPITAL INC.

By: “*Geoff Balderson*” (Signed)

Name: Geoff Balderson

Title: Chief Financial Officer

PLANT BASED INDUSTRIES, LLC

By: “*Chris Heath*” (Signed)

Name: Chris Heath

Title: Managing Member

SCHEDULE A

U.S. Representation Letter for U.S. Shareholders

[Redacted: Personal Information]