

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this "**Agreement**") is made as of the 10th day of March, 2020.

BETWEEN:

AGRAFLORA ORGANICS INTERNATIONAL INC., a corporation duly formed under the laws of the Province of British Columbia

(the "**Purchaser**")

OF THE FIRST PART

AND:

SANNA HEALTH CORP., a corporation duly formed under the laws of the Province of Ontario

("Sanna")

OF THE SECOND PART

AND:

THE SHAREHOLDERS OF SANNA SET FORTH IN SCHEDULE 2.1 HERETO

(each, a "**Sanna Shareholder**", and collectively, the "**Sanna Shareholders**", and together with the Purchase and Sanna, the "**Parties**", and "**Party**" means any one of them)

OF THE THIRD PART

WHEREAS:

A. The Sanna Shareholders are the owners of all of the issued and outstanding common shares in the capital of Sanna (each, a "**Sanna Share**", and collectively, the "**Sanna Shares**");

B. The Purchaser and Access Alternative Group S.A. ("**AAG**"), on behalf of the Sanna Shareholders by way of a power of attorney granted to AAG by the Sanna Shareholders pursuant to section 3.4 of the unanimous shareholder agreement of Sanna dated September 26, 2018 (the "**Sanna USA**"), entered into an interim agreement dated November 21, 2019 (the "**Interim Agreement**"), pursuant to which the Sanna Shareholders agreed to sell to the Purchaser, and the Purchaser agreed to purchase from the Sanna Shareholders, all of their respective Sanna Shares in exchange for common shares in the capital of the Purchaser (each, a "**Purchaser Share**", and collectively, the "**Purchaser Shares**") in accordance with the terms of this Agreement (the "**Transaction**");

C. Pursuant to section 7 of the Interim Agreement, the Parties have agreed to memorialize, among other things, the terms of the Interim Agreement in this Agreement; and

D. The Purchaser, Sanna and the Sanna Shareholders agreed that these Recitals shall form part of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree each with the other as follows:

1. INTERPRETATION

1. INTERPRETATION

1.1. Where used herein or in any amendments or Schedules hereto, the following terms shall have the following meanings:

- (a) “**AAG**” has the meaning set forth in Recital B.
- (b) “**Action**” has the meaning set forth in Section 4.14.
- (c) “**Agreement**” has the meaning set forth in the preamble.
- (d) “**Basket**” has the meaning set forth in Section 10.4(a).
- (e) “**Binbrook Property**” means the property municipally known as 1249 Kirk Road, Binbrook, Ontario, and legally described in PIN 17382-0041 (LT).
- (f) “**Business**” means, subject to the receipt by SGSCC and CCGS of all necessary licences, permits, approvals and authorizations, as applicable, the business in which Sanna (by way SGSCC and CCGS) intends to be engaged, namely:
 - (i) the production, processing and sale of cannabis and cannabis products; and
 - (ii) any other enterprise that is directly related to the foregoing.
- (g) “**Business Day**” means a day other than a Saturday, Sunday or other day on which Canadian chartered banks in Toronto, Ontario, are authorized by law to close, and “**Business Days**” is the plural thereof.
- (h) “**cannabis**” has the meaning ascribed to such term in the Cannabis Act.
- (i) “**Cannabis Act**” means the *Cannabis Act*, S.C. 2018, c. 16, including all regulations and orders promulgated thereunder, as same may be amended or supplanted from time to time.
- (j) “**cannabis products**” has the meaning ascribed to such term in the Cannabis Act.
- (k) “**CCGS**” means Canadian Commercial Growing Solutions Ltd., a late-stage applicant for a standard cultivation licence under the Cannabis Act in relation to the Binbrook Property.
- (l) “**Claim**” means a claim for indemnification by an Indemnified Party pursuant to Sections 10.1, 10.2 or 10.3, respectively.
- (m) “**Closing**” means the completion and closing of the Transaction as set forth herein.
- (n) “**Closing Date**” means the date of this Agreement.
- (o) “**CSE**” means the Canadian Securities Exchange.
- (p) “**Direct Claim**” means a Claim which originates pursuant to this Agreement and does not involve a Third Party Claim.
- (q) “**Dispute**” has the meaning set forth in Section 11.1(a).
- (r) “**Escrow Agreement**” has the meaning set forth in Section 6.3(c).
- (s) “**Exchange Ratio**” means the amount equal to 76,666,666 divided by 178,206,155.
- (t) “**Governmental Body**” means any government, parliament, legislature, regulatory authority, agency, commission, board or court or other law, rule or regulation making entity having

or purporting to have jurisdiction on behalf of any nation, state, province or subdivision thereof, including any municipality or district.

- (u) **"IFRS"** means International Financial Reporting Standards.
- (v) **"Indemnified Party"** means a Person whom the Sanna Shareholders or the Purchaser, as the case may be, is required to indemnify under Article 10.
- (w) **"Indemnifying Party"** means, in relation to an Indemnified Party, a Party to this Agreement that is required to indemnify such Indemnified Party under Article 10.
- (x) **"Intellectual Property Rights"** has the meaning set forth in Section 4.19.
- (y) **"Interim Agreement"** has the meaning set forth in Recital B.
- (z) **"Intermediary"** means National Securities Administrators Ltd.
- (aa) **"Issuance Price"** means \$0.30 per Purchaser Share.
- (bb) **"Licence Milestone"** means the receipt by Sanna (by way of Canadian Commercial Growing Solutions Ltd.) from Health Canada of a cultivation licence, as issued under the Cannabis Act, in relation to the Binbrook Property.
- (cc) **"Lien"** means any lien, charge, pledge, security interest, encumbrance, right of first refusal, pre-emptive right or other restriction of any sort whatsoever.
- (dd) **"Loss"** and **"Losses"** means any loss, injury, liability, damage, cost, expense (including reasonable legal and consulting fees and disbursements), or deficiency of any kind or nature, suffered or incurred by an Indemnified Party, in connection with any Claim made by it hereunder, including in respect of any proceeding, assessment, judgment, settlement or compromise relating thereto.
- (ee) **"Management Services Agreement"** has the meaning set forth in Section **Error! Reference source not found.**
- (ff) **"Material Adverse Effect"** has the meaning set forth in Section 4.1.
- (gg) **"Material Permits"** has the meaning set forth in Section 4.17.
- (hh) **"Non-Accepted Liabilities"** has the meaning set forth in Section 6.3(d)(ii).
- (ii) **"Non-Accepted Liability Shares"** has the meaning set forth in Section 6.3(d)(ii)(A).
- (jj) **"Non-Resident Shareholders"** means those Sanna Shareholders identified in the attached Schedule 2.1 as being non-residents of Canada for the purposes of the Tax Act.
- (kk) **"Notice of Claim"** has the meaning set forth in Section 10.5.
- (ll) **"OBICA"** means the Business Corporations Act (Ontario) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.
- (mm) **"Party"** has the meaning set forth in the preamble.
- (nn) **"Person"** means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or agency or subdivision thereof) or other entity of any kind.

- (oo) **"Premises"** means the premises set forth in Schedule 4.18.
- (pp) **"Proceeding"** means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.
- (qq) **"Public Record"** means the prospectuses, annual information forms, offering memoranda, material change reports, financial statements and management discussion, analysis, and other publicly available forms and documents filed by the Purchaser with any applicable Canadian securities regulatory authority or exchange."
- (rr) **"Purchaser"** has the meaning set forth in the preamble.
- (ss) **"Purchaser Public Filings"** means the Purchaser's filings on the SEDAR filing system.
- (tt) **"Purchaser Shares"** has the meaning set forth in Recital B.
- (uu) **"Registrar"** means, with respect to the Purchaser, the British Columbia Registrar of Companies and, with respect to Sanna, the applicable corporate registrar of the Ontario Ministry of Government and Consumer Services.
- (vv) **"Regulation D"** means Regulation D under the U.S. Securities Act.
- (ww) **"Regulation S"** means Regulation S under the U.S. Securities Act.
- (xx) **"Required Approvals"** has the meaning set out in Section 7.1.
- (yy) **"Purchaser"** has the meaning set forth in the preamble.
- (zz) **"Sanna Directors"** means the directors of Sanna.
- (aaa) **"Sanna Financial Statements"** means the audited and unaudited financial statements of Sanna required under the rules and policies of the CSE.
- (bbb) **"Sanna Material Contract"** has the meaning set forth in Section 4.13.
- (ccc) **"Sanna Shareholder"** has the meaning set forth in the preamble.
- (ddd) **"Sanna Shares"** has the meaning set forth in Recital A.
- (eee) **"Sanna Share Equivalents"** means any securities of Sanna that would entitle the holder thereof to acquire at any time shares in the share capital of Sanna, including, without limitation, any debt, preferred shares, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or that otherwise entitles the holder thereof, to receive Sanna Shares.
- (fff) **"Sanna Subsidiary"** has the meaning set forth in Section 4.2.
- (ggg) **"Sanna USA"** has the meaning set forth in Recital B.
- (hhh) **"Scarborough Facility"** means the facility of Sanna located at the property municipally known as 633 Coronation Drive, Scarborough, Ontario, M1E 2K4.
- (iii) **"Securities Authorities"** has the meaning set out in Section 7.5.
- (jjj) **"Securities Laws"** means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices,

directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended.

(kkk) **"Subsidiary"** has the meaning ascribed thereto in the OBCA;

(lll) **"SGSCC"** means Sustainable Growth Strategic Capital Corp., a holder of a standard cultivation licence, a standard processing licence and a licence for sale for medical purposes, as issued under the Cannabis Act.

(mmm) **"Tax"** and **"Taxes"** includes, without limitation, all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Body, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including, without limitation, (a) those levied on, or measured by, or referred to as income, gross receipts, earnings, profits, capital, corporate, transfer, land transfer, sales, goods and services, use, value-added, excise, stamp, withholding, business, licence, franchising, real or personal property, payroll, employment, wage, employer health, social services, severance, utility, occupation, premium, windfall, education and social security taxes, all surtaxes, all custom duties and import and export taxes, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Quebec and other government pension plan premiums, workers' compensation levies, retirement contributions, including those imposed by any Governmental Body, and (b) any liability for the payment of any amount of the type described in the immediately preceding clause (a) as a result of being a "transferee" (within the meaning of section 160 of the Tax Act or any other applicable laws) of another taxpayer or entity or a member of a related, non-arm's length, affiliated or combined group.

(nnn) **"Tax Act"** means the *Income Tax Act* (Canada).

(ooo) **"Tax Returns"** includes, without limitation, all returns, reports, declarations, elections, notices, filings, information returns and statements required to be filed, or in fact filed, in respect of Taxes and any schedules attached thereto.

(ppp) **"Third Party Claim"** means a Claim by an Indemnified Party which originates by reason of a Person (other than such Indemnified Party) making a claim against the Indemnified Party.

(qqq) **"Transaction"** has the meaning set forth in Recital B.

(rrr) **"Transaction Documents"** means this Agreement, all exhibits and schedules hereto, the Escrow Agreement, and any other documents or agreements executed in connection with the transactions contemplated hereunder and any documents required by the CSE, applicable securities legislation relating to this Agreement, Health Canada and other regulatory bodies having jurisdiction to carry out the terms and objectives of this Agreement.

(sss) **"U.S. Person"** means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

(ttt) **"U.S. Securities Act"** means the United States Securities Act of 1933, as amended.

1.2. All dollar amounts referred to in this Agreement are in lawful currency of Canada, unless expressly stated otherwise.

1.3. The following schedules are attached to and form part of this Agreement:

Schedule	2.1	Sanna Shareholders
Schedule	3.1	Sanna Shareholder Agreements
Schedule	4.2	Sanna Subsidiaries and Joint Ventures
Schedule	4.3	Sanna Share Capitalization

Schedule	4.13	Sanna Material Contracts
Schedule	4.16	Compliance
Schedule	4.17	Regulatory Permits
Schedule	4.18	Sanna Premises
Schedule	4.19	Intellectual Property Rights
Schedule	6.3(d)(i)	Assumed Liabilities

2. PURCHASE AND SALE OF SHARES

2.1. Purchase and Sale of Sanna Shares. On the Closing Date and subject to the terms and conditions set forth herein, the Sanna Shareholders agree to sell, convey, assign and transfer to the Purchaser each of their Sanna Shares as set forth in Schedule 2.1 hereto.

2.2. Consideration.

(a) Subject to Section 6.3(d)(ii)., in consideration of the Sanna Shares, the Purchaser agrees to allot and issue to each of the Sanna Shareholders on Closing, as set forth in Schedule 2.1, such number of Purchaser Shares as is determined by multiplying the number of Sanna Shares held by such Sanna Shareholder immediately prior to the Closing Date by the Exchange Ratio, subject to adjustment under Section 2.2(b).

(b) The Purchaser shall not be required to issue and deliver fractional Purchaser Shares to any Sanna Shareholder. If any fractional interest in a Purchaser Share, would, except for the provisions of this Section 2.2, be issuable and deliverable in connection with the Transaction, the number of Purchaser Shares to be issued and delivered to the applicable Sanna Shareholder shall be rounded up to the nearest whole Purchaser Share.

(c) For greater certainty, the Parties agree that no portion of the consideration payable by the Purchaser to the Sanna Shareholders hereunder shall be allocated to the covenants in Section 6.2(a) or Section **Error! Reference source not found.**

2.3. Delivery of Purchaser Shares.

(a) The Purchaser Shares to be issued to the Sanna Shareholders pursuant to Section 2.2 as part of the Transaction shall be delivered as follows, subject to the terms of the Escrow Agreement:

(i) On the date that is six (6) calendar months from the Closing Date, one third (1/3) of the Purchaser Shares to which each Sanna Shareholder is entitled, as further described in Schedule 2.1 and subject to adjustment under Section 2.3(b), shall be delivered to each such Sanna Shareholder;

(ii) On the date that is twelve (12) calendar months from the Closing Date, one third (1/3) of the Purchaser Shares to which each Sanna Shareholder is entitled, as further described in Schedule 2.1 and subject to adjustment under Section 2.3(b), shall be delivered to each such Sanna Shareholder; and

(iii) On the earlier of:

(A) the date that is eighteen (18) calendar months from the Closing Date; and

(B) the date on which Sanna achieves the Licence Milestone;

one third (1/3) of the Purchaser Shares to which each Sanna Shareholder is entitled, as further described in Schedule 2.1 and subject to adjustment under Section 2.3(b), shall be delivered to each such Sanna Shareholder, together with any dividends and other income

received by such Sanna Shareholder in respect of the Purchaser Shares to which such Sanna Shareholder is entitled under this Agreement.

(b) In the event any fractional interest in a Purchaser Share would be deliverable to a Sanna Shareholder in connection with the issuance of Purchaser Shares by the Purchaser under Section 2.3(a)(i) or Section 2.3(a)(ii), the number of Purchaser Shares to be delivered to such Sanna Shareholder on the applicable date shall be rounded up to the nearest whole Purchaser Share and, in each case, the number of Purchaser Shares to be delivered to such Sanna Shareholder under Section 2.3(a)(ii) shall be reduced by the corresponding amount to equal, together with the numbers of the Purchaser Shares delivered to such Sanna Shareholder under Section 2.3(a)(i) and Section 2.3(a)(ii), the total number of Purchaser Shares to which such Sanna Shareholder is entitled under this Agreement.

(c) If the License Milestone is not met by the date that is two (2) calendar years from the date of the Escrow Agreement, all Purchaser Shares that remain subject to the Escrow Agreement as at such date shall be cancelled.

2.4. Closing. Closing shall take place on the Closing Date at the offices of legal counsel to the Purchaser and at such time as agreed to by Sanna and the Purchaser or on such other date or at such other time or place as the Parties may mutually agree.

2.5. Closing Deliveries.

(a) Sanna and Sanna Shareholder Deliveries. On or prior to the Closing Date, Sanna and the Sanna Shareholders shall deliver or cause to be delivered the following documents to the Purchaser:

(i) Certificates representing all of the Sanna Shares, duly endorsed in blank for transfer or with a stock power of attorney (in either case with the signature guaranteed by the appropriate official);

(ii) A copy of each of the constating documents of Sanna, certified by a duly authorized officer of Sanna;

(iii) A certificate, or the equivalent, as to the corporate good standing of Sanna, issued by the Registrar, dated not more than five (5) Business Days prior to the Closing Date;

(iv) A copy, certified by a duly authorized officer of Sanna to be true and complete as of the Closing Date, of the records of all corporate action taken to authorize the execution, delivery and performance of this Agreement by Sanna and the transactions contemplated hereby, including, if necessary, the approval of the Sanna Shareholders and the directors of Sanna of this Agreement and the transactions contemplated hereby;

(v) A certificate executed by the sole duly authorized officer of Sanna dated as of the Closing Date to the effect that the representations and warranties made by Sanna in this Agreement are true and correct in all material respects;

(vi) A copy of the Escrow Agreement, duly executed by AAG in its capacity as authorized attorney and representative of each of the Sanna Shareholders pursuant to section 3.4 of the Sanna USA;

(vii) Sequential resignations of each of the directors and officers of Sanna, and resolutions of the directors of Sanna duly and validly electing or appointing the following persons as the new board of directors and the new officers of Sanna so that, upon Closing, the directors and officers of Sanna (and, where applicable, their respective titles) will be as follows:

Name	Position
Directors of Sanna	
Brandon Boddy	Director
Jerry Habuda	Director
Officers of Sanna	
Brandon Boddy	Chief Executive Officer and Secretary
Peter Ngyugen	Chief Financial Officer

(viii) Such other documents and ancillary agreement as contemplated herein, in the Interim Agreement or in the Escrow Agreement, or as the Purchaser may otherwise reasonably require.

(b) **Purchaser Deliveries.** On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered the following documents to Sanna and the Sanna Shareholders;

(i) Share certificates registered in the name of each of the Sanna Shareholders representing the total number of Purchaser Shares issuable to such Sanna Shareholder pursuant to Section 2.1 hereof and as set out in Schedule 2.1.

(ii) A copy of each of the constating documents of the Purchaser, certified by a duly authorized officer of the Purchaser;

(iii) A certificate, or the equivalent, as to the corporate existence and good standing of the Purchaser, issued by the Registrar, dated not more than five (5) Business Days prior to the Closing Date;

(iv) A copy, certified by a duly authorized officer of the Purchaser to be true and complete as of the Closing Date, of the records of all corporate action taken to authorize the execution, delivery and performance of this Agreement by the Purchaser and the transactions contemplated hereby, including, if necessary, the approval of the Purchaser Shareholders of this Agreement and the transactions contemplated hereby;

(v) A certificate executed by a duly authorized officer of the Purchaser dated as of the Closing Date to the effect that the representations and warranties made by the Purchaser in this Agreement are true and correct in all material respects;

(vi) A copy of the Escrow Agreement, duly executed by the Purchaser and the Intermediary; and

(vii) Such other documents and ancillary agreement as contemplated herein, in the Interim Agreement or in the Escrow Agreement, or as Sanna or the Sanna Shareholders may otherwise reasonably require.

2.6. **Further Actions.** Each party to this Agreement covenants and agrees that, from time to time prior to and subsequent to Closing, he, she or it will execute and deliver all such documents, including all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as may be necessary or desirable in order to carry out the Transaction of this Agreement.

2.7. **Taxes.** The Purchaser agrees that, at the request of any Sanna Shareholder, the Purchaser shall jointly elect with such Sanna Shareholder for the provisions of subsection 85(1) or subsection 85(2) of the Tax Act (and any equivalent provision under provincial law) to apply in respect of the disposition of Sanna Shares by such Sanna Shareholder to the Purchaser. The Purchaser further agrees that the agreed amount under such joint elections shall be determined by each Sanna Shareholder in its sole discretion within the limits set out in the Tax Act (and any equivalent provision under provincial law). The Purchaser shall, within ninety (90) days after receiving the completed tax election forms from a Sanna Shareholder, sign and return them to such Sanna Shareholder for filing with the applicable tax authorities. The Purchaser shall not be liable for any damages suffered or incurred by a Sanna Shareholder arising from the late filing

of, or any error or omission on, a tax election form, unless such damages are the result of the Purchaser's failure to comply with this Section 2.7.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any taxes under the Tax Act or any other amount whatsoever which may be or become payable by any Sanna Shareholder including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by the Sanna Shareholder to the Purchaser of the Purchaser Shares herein contemplated, or the availability (or lack thereof) of the provisions of subsection 85(1) or subsection 85(2) of the Tax Act, or the content or impact of any election made under subsection 85(1) or subsection 85(2) of the Tax Act.

3. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE SANNA SHAREHOLDERS

Each Sanna Shareholder, for itself and no other Sanna Shareholder, hereby covenants, represents and warrants with and to the Purchaser as follows, and acknowledges that the Purchaser is relying on such covenants, representations and warranties in connection with the completion of the Transaction:

3.1. Such Sanna Shareholder owns that number of Sanna Shares set forth next to its name in Schedule 2.1 hereto, as the beneficial and recorded owner thereof, with good and marketable title thereto, free and clear of all mortgages, liens, charges, security interests, adverse claims, pledges, encumbrances and demands whatsoever, with full right, power and authority to sell, transfer and deliver the same to the Purchaser upon Closing, and, except as set forth in Schedule 3.1, such Sanna Shares are not subject to any shareholders' agreement, voting trust agreement or similar agreement.

3.2. If an individual, such Sanna Shareholder is of legal capacity and age, and has all necessary power and authority to enter into this Agreement and to carry out his or her obligations under this Agreement.

3.3. If an entity other than an individual, such Sanna Shareholder is an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated in this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement and performance by such Sanna Shareholder of the transactions contemplated herein have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Sanna Shareholder.

3.4. No Person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase from such Sanna Shareholder of any of the Sanna Shares held by it.

3.5. This Agreement has been duly executed by such Sanna Shareholder, and when delivered by such Sanna Shareholder in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Sanna Shareholder, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

3.6. Such Sanna Shareholder represents that it has no right or claims whatsoever to any shares in the capital of, or any other equity or ownership interest in, Sanna other than those Sanna Shares set forth next to its name in Schedule 2.1 hereto, and does not have any options, warrants, or any other instruments or rights entitling such Sanna Shareholder to exercise, purchase, convert or otherwise acquire any shares in the capital of, or any other equity or ownership interest in, Sanna.

3.7. The execution and delivery of the Transaction Documents and the consummation of the transactions contemplated hereby or thereby will not, in any material respect:

(a) Violate, be in conflict with, result in any breach of, constitute a default, or cause the acceleration of any obligation of such Sanna Shareholder, under:

(i) Any agreement, instrument, license, permit or authority to which such Sanna Shareholder is, or is entitled to be, a party or to which the Sanna Shares are subject,

(ii) Any judgment, decree, order, statute, rule or regulation applicable to such Sanna Shareholder,

(iii) Any provision of law or regulation of any Governmental Body or any judicial or administrative order, award, judgment or decree applicable to such Sanna Shareholder, or

(iv) Any provision of the constating documents, articles, by-laws, partnership agreement, resolutions, or other governing documents of such Sanna Shareholder, if not an individual,

(b) Result in the creation of any Lien upon any or all of the Sanna Shares under any agreement or instrument whatsoever; or

(c) Give to any person any material interest or rights that have not been waived prior to the date hereof, including pre-emptive or preferential rights of purchase of any part or all of the Sanna Shares, or any right of termination, cancellation or acceleration under any agreement, instrument, license, permit or authority referred to in Section 3.7(a)(i);

3.8. No permits, licenses, certifications, approvals, consents, or other action of a Governmental Body is required for the execution, delivery or performance by such Sanna Shareholder of the Transaction Documents or the transactions contemplated hereby or thereby.

3.9. Such Sanna Shareholder acknowledges and agrees that:

(a) no securities commission or similar regulatory authority or other Governmental Body has reviewed or passed on the merits of the Purchaser Shares;

(b) there is no government or other insurance covering the Purchaser Shares;

(c) there are risks associated with the purchase of the Purchaser Shares;

(d) there are restrictions on such Sanna Shareholder's ability to resell the Purchaser Shares and it is the responsibility of such Sanna Shareholder to find out what those restrictions are and to comply with them before selling the Purchaser Shares; and

(e) the Purchaser has advised such Sanna Shareholder that the Purchaser is relying on an exemption from the requirements to provide such Sanna Shareholder with a prospectus and to sell securities through a person registered to sell securities under the *Securities Act* (British Columbia) and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (British Columbia), including statutory rights of rescission or damages, will not be available to such Sanna Shareholder.

3.10. Such Sanna Shareholder is acquiring the Purchaser Shares for its own account, for investment purposes only and not with a view to resale or distribution or other disposition of the Purchaser Shares in violation to applicable securities laws.

3.11. Such Sanna Shareholder has been advised to consult with its own legal, tax and other advisors with respect to the merits of the acquisition of the Purchaser Shares and applicable resale restrictions, and such Sanna Shareholder is solely responsible for compliance with applicable resale restrictions with respect to the Purchaser Shares.

3.12. Except as otherwise set forth in Schedule 3.12, such Sanna Shareholder is not a “non-resident” of Canada within the meaning of the Tax Act.

3.13. Non-Resident Shareholders represent, warrant and/or acknowledge, as applicable, that:

- (a) the Purchaser Shares issuable hereunder have not been and will not be registered under the Securities Laws of any foreign jurisdiction and that the issuance of the Purchaser Shares pursuant to the terms of this Agreement is being made in reliance on applicable exemptions; and
- (b) the receipt of the Purchaser Shares by Non-Resident Shareholders does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (ii) any registration or other obligation on the part of Purchaser.

3.14. Pursuant to the appointment by the Sanna Shareholders of AAG as authorized attorney and representative of the Sanna Shareholders under section 3.4 of the Sanna USA, AAG holds all required power and authority to enter into the Transaction Documents to which the Sanna Shareholders are parties on behalf of the Sanna Shareholders.

4. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SANNA

Sanna hereby covenants, represents and warrants with and to the Purchaser as follows, and acknowledges that the Purchaser is relying on such covenants, representations and warranties in connection with the completion of the Transaction:

4.1. Organization and Qualification. Sanna is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Sanna is neither in violation nor in default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Sanna is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of Sanna, taken as a whole, or (iii) a material adverse effect on the ability of Sanna to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), being a “**Material Adverse Effect**”) and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

4.2. Subsidiaries, Partnerships and Joint Ventures. CCGS and SGSCC are the only Subsidiaries of Sanna (each a “**Sanna Subsidiary**” and collectively the “**Sanna Subsidiaries**”). Each Sanna Subsidiary has been duly incorporated and is validly existing under the laws of its jurisdiction of formation and is current and up-to-date with all filings required to be made by it in such jurisdiction, all of the issued shares in the capital of each of the Sanna Subsidiaries are owned directly or indirectly by Sanna, free and clear of any pledge, lien, security interest, charge, claim or encumbrance or in relation to inter-corporate security, and neither Sanna nor any Sanna Subsidiary is a party or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any securities of any of Sanna or any of the Sanna Subsidiaries or securities convertible into or exchangeable for any securities of Sanna or any of the Sanna Subsidiaries. Except for the Sanna Subsidiaries, Sanna does not have any Subsidiaries or agreements of any nature to acquire any Subsidiary or to acquire or lease any other business operations and will not prior to the Closing Date acquire, or agree to acquire, any Subsidiary or business without the prior written consent of the Purchaser. Except as set forth in Schedule 4.2, Sanna is not a partner or a participant in any partnership, joint venture, profit sharing arrangement or other association of any kind, including as a beneficiary or trustee in any trust arrangement and is not party to

any agreement under which Sanna agrees to carry on any part of its business or any other activity in such manner or by which Sanna agrees to any revenue or profit sharing arrangement.

4.3. Capitalization. The capitalization of Sanna is as set forth on Schedule 4.3, and Schedule 2.1 sets forth the number of Sanna Shares owned beneficially, and of record, by each of the Sanna Shareholders as of the date hereof. Except as set forth on Schedule 4.3:

- (a) Sanna has not issued any capital stock;
- (b) no Person has any right of first refusal, preemptive right, right of participation, or any similar right granted by Sanna to participate in the transactions contemplated by the Transaction Documents;
- (c) there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any shares in the capital stock, or contracts, commitments, understandings or arrangements by which Sanna is or may become bound to issue additional shares in the capital stock of Sanna or Sanna Share Equivalents;
- (d) the consummation of the transactions contemplated under the Transaction Documents will not obligate Sanna to issue interests in the share capital of Sanna or other securities to any Person (other than the Purchaser) and will not result in a right of any holder of Sanna securities to adjust the exercise, conversion, exchange or reset price under any of such securities;
- (e) on the Closing Date no further approval or authorization of any shareholder, the Sanna Directors or others will be required to complete the transactions contemplated under the Transaction Documents; and
- (f) except as set forth in Schedule 3.1, there are no shareholders agreements, voting agreements or other similar agreements with respect to Sanna's share capital to which Sanna is a party or, to the knowledge of Sanna, between or among any of the Sanna Shareholders.

All of the Sanna Shares are duly authorized, validly issued, fully paid and non-assessable, have been issued in compliance with all applicable laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. All transfer restrictions affecting the transfer of the Sanna Shares to the Purchaser by the Sanna Shareholders will have been complied with or effectively waived on or before Closing.

4.4. Ownership of Sanna Shares. The Sanna Shareholders are the sole registered owners, and to the knowledge of Sanna, the sole legal and beneficial owners, of all of the issued and outstanding Sanna Shares, in the amounts set forth next to their respective names as set out on Schedule 2.1 hereto.

4.5. Authorization; Enforcement. Sanna has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. On the Closing Date, the execution and delivery of each of this Agreement and the other Transaction Documents by Sanna and the consummation by it of the transactions contemplated hereby and thereby will be duly authorized by all necessary action on the part of Sanna and no further action will be required by Sanna, the Sanna Directors or the Sanna Shareholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement, and each other Transaction Document to which Sanna is a party, has been (or upon delivery will have been) duly executed by Sanna and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of Sanna enforceable against Sanna in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive

relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

4.6. No Conflicts. The execution, delivery and performance by Sanna of this Agreement and the other Transaction Documents to which it is a party and the consummation by it of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of Sanna's or any Sanna Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of Sanna or the Sanna Subsidiaries, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Sanna debt or otherwise) or other understanding to which Sanna or Sanna Subsidiary is a party or by which any property or asset of Sanna or the Sanna Subsidiaries is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or Governmental Body to which Sanna or the Sanna Subsidiaries is subject (including federal and state securities laws and regulations), or by which any property or asset of Sanna or Sanna Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

4.7. Filings, Consents and Approvals. Sanna is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other Governmental Body or other Person in connection with the execution, delivery and performance by Sanna of the Transaction Documents, other than consents, waivers, authorizations, orders, notices, filings or registrations necessary in connection with the Required Approvals.

4.8. Books and Records. The books and records of Sanna and the Sanna Subsidiaries fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of Sanna and the Sanna Subsidiaries as at the date hereof, and all material financial transactions of Sanna and the Sanna Subsidiaries relating to the Business have been accurately recorded in such books and records.

4.9. Corporate Records. The corporate records and minute books of Sanna and the Sanna Subsidiaries contain complete and accurate copies of their respective constituting documents, minutes of all meetings and resolutions of the directors or managers (including any committees thereof) and shareholders of Sanna, respectively, and the share certificate books, register of shareholders, register of transfers and register of directors or managers of Sanna and the Sanna Subsidiaries are complete and accurate in all material respects.

4.10. Officers and Directors. The officers and directors of Sanna are as follows:

<u>Name</u>	<u>Position</u>
Gennaro Adamo	Chief Executive Officer
Aleks Stosic	Director

4.11. No Material Changes. Since November 20, 2019, Sanna's Business has been carried on in the normal course and:

- (i) no dividend or other distribution on any shares in the capital of Sanna or the Sanna Subsidiaries has been made, declared or authorized and Sanna and the Sanna Subsidiaries have neither purchased nor redeemed nor agreed to purchase or redeem any of the shares in its capital respectively;
- (ii) no payment of any kind has been made or authorized to or on behalf of any of the Sanna Shareholders or to or on behalf of officers, directors or shareholders of Sanna or the Sanna Subsidiaries; and Sanna and the Sanna Subsidiaries have not paid or agreed to pay any compensation, pension, bonus, share of profits or other benefit to, or for the benefit of, any employee, director or officer of Sanna or the Sanna Subsidiaries except in the ordinary course of

business and has not increased or agreed to increase the compensation of any director, officer or management employee except in the ordinary course of business;

- (iii) there has not been any undisclosed material adverse change in the financial position or condition of Sanna or the Sanna Subsidiaries or any damage, loss or other material adverse change in circumstances affecting Sanna's Business or its right or capacity to carry on business;
- (iv) Sanna or the Sanna Subsidiaries have not transferred, assigned, sold or otherwise disposed of any of its assets except in the ordinary course of business and has not mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its assets;
- (v) Sanna or the Sanna Subsidiaries has not suffered an extraordinary loss, or waived any rights of material value, or entered into any material commitment or transaction not in the ordinary course of business; and
- (vi) Sanna or the Sanna Subsidiaries have not incurred or assumed any obligation or liability (fixed or contingent), except secured and unsecured current obligations and liabilities incurred in the ordinary course of business.

4.12. Sole Business. The Business is the only business which has been or is currently conducted by Sanna and the Sanna Subsidiaries.

4.13. Material Contracts and Capital Commitments. Schedule 4.13 sets forth the material agreements, contracts, mortgages, indentures and leases to which Sanna is a party or to which it is bound (each, an "**Sanna Material Contract**" and collectively, the "**Sanna Material Contracts**"). Each Sanna Material Contract is valid and binding and is in full force and effect, and Sanna has not, nor to Sanna's knowledge has any third party, breached any material provision of, or is in default under the terms of, any such Sanna Material Contract.

4.14. Litigation. Except as confidentially disclosed to the Purchaser, to the knowledge of Sanna, there is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of Sanna, threatened against or affecting Sanna or the Sanna Subsidiaries or any of its properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "**Action**") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the transactions contemplated therein or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither Sanna or the Sanna Subsidiaries nor any director or officer thereof is or has been the subject of any Action involving a claim of violation of or liability under applicable securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of Sanna and the directors and officers of Sanna, there is not pending or contemplated, any investigation by any Governmental Body involving Sanna or the Sanna Subsidiaries, or any current or former director or officer of Sanna or the Sanna Subsidiaries.

4.15. Labour Relations. No labor dispute exists or, to the knowledge of Sanna, is imminent with respect to any of the employees of Sanna or the Sanna Subsidiaries, which could reasonably be expected to result in a Material Adverse Effect. None of Sanna's or the Sanna Subsidiaries' employees are a member of a union that relates to such employee's relationship with Sanna or the Sanna Subsidiaries, and Sanna nor the Sanna Subsidiaries are a party to a collective bargaining agreement, and Sanna believes that their relationships with their employees are good. To the knowledge of Sanna, no executive officer of Sanna or the Sanna Subsidiaries is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject Sanna or the Sanna Subsidiaries to any liability with respect to any of the foregoing matters. Sanna is in compliance with all applicable laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.16. Compliance. To Sanna's knowledge, after reasonable investigation, Sanna or the Sanna Subsidiaries: (i) are not in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by Sanna or the Sanna Subsidiaries under), nor has Sanna or the Sanna Subsidiaries received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is not in violation of any judgment, decree, or order of any court, arbitrator or other Governmental Body or (iii) except as set forth in Schedule 4.16, is not or has not been in violation of any statute, rule, ordinance or regulation of any Governmental Body, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

4.17. Regulatory Permits. Except as set forth in Schedule 4.17, Sanna and the Sanna Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct its Business as currently conducted by them, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("**Material Permits**"), and Sanna or the Sanna Subsidiaries have not received any notice of proceedings relating to the revocation or modification of any Material Permit.

4.18. Title to Assets. Sanna and the Sanna Subsidiaries have good and marketable title in fee simple to all real property owned and leased by it as set forth in Schedule 4.18 and good and marketable title in all personal property owned by it that is material to the Business, in each case free and clear of all Liens, except for (i) Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by Sanna and the Sanna Subsidiaries and (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made therefor in accordance with IFRS and the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by Sanna or the Sanna Subsidiaries are held by it under valid, subsisting and enforceable leases with which Sanna or the Sanna Subsidiaries are in material compliance. Sanna and the Sanna Subsidiaries have not granted or entered into any agreement, option, understanding or commitment to sell or otherwise dispose of or grant any Liens upon any of their respective real or personal property or assets, or any part thereof, or any right or privilege capable of becoming an agreement, option, understanding or commitment to sell or otherwise dispose of or grant any Liens upon any of their respective real or personal property or asset or any part thereof, other than sales or other dispositions made in the ordinary course of business.

4.19. Intellectual Property. Sanna and the Sanna Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights as necessary or required for use in connection with their respective businesses, and which the failure to so have could have a Material Adverse Effect, as set forth in Schedule 4.19 (collectively, the "**Intellectual Property Rights**"). Sanna or the Sanna Subsidiaries have not received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement. Sanna and the Sanna Subsidiaries have not received a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as could not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of Sanna, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. Sanna has taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.20. Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, Sanna and the Sanna Subsidiaries (i) have made or filed all federal, state and local income and franchise Tax Returns required by any jurisdiction to which it is subject, (ii) have paid all Taxes that are material in amount, shown or determined to be due on such Tax

Returns, and (iii) have set aside on its books provision reasonably adequate for the payment of all material Taxes for periods subsequent to the periods to which such Tax Returns apply and ending on or before the Closing Date. There are no unpaid Taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers and managers of Sanna know of no basis for any such claim.

4.21. Related Party Indebtedness. Except as previously disclosed, Sanna has no loans or indebtedness outstanding which have been made to or from directors, former directors, officers, shareholders and employees of Sanna or to any person or corporate body not dealing at arm's length with any of the foregoing, and will not, prior to closing, pay any such indebtedness unless in accordance with budgets agreed in writing by the Purchaser.

4.22. Reporting Issuer Status. Sanna is not a "reporting issuer" in any jurisdiction in Canada, and there is no published trading market in any jurisdiction in respect of the Sanna Shares.

4.23. U.S. Representations. With respect to each Sanna Shareholder that is a U.S. Person (the "**Applicable Shareholder**"):

(a) The Applicable Shareholder has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of receipt of and an investment in the Purchaser Shares and the Applicable Shareholder is able to bear the economic risk of loss of the entire investment. The Applicable Shareholder understands that the receipt of, or an investment in, the Purchaser Shares is speculative and involves a high degree of risk. To the extent necessary, the Applicable Shareholder has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of this Agreement and owning the Purchaser Shares;

(b) The Purchaser has provided to the Applicable Shareholder the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and the Applicable Shareholder has had access to such information concerning the Purchaser as the Applicable Shareholder has considered necessary or appropriate in connection with their investment decision to acquire the Purchaser Shares, including access to the Purchaser's public filings available on the Internet at www.sedar.com, and that any answers to questions and any request for information have been complied with to the Applicable Shareholder's satisfaction;

(c) The Applicable Shareholder is acquiring or receiving the Purchaser Shares for their own account, for investment purposes only and not with a view to any resale or distribution and, in particular, the Applicable Shareholder has no intention to distribute either directly or indirectly the Purchaser Shares in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph shall not restrict the Applicable Shareholder from selling or otherwise disposing of the Purchaser Shares pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements;

(d) The Applicable Shareholder has not been formed for the specific purpose of purchasing the Purchaser Shares;

(e) The Applicable Shareholder understands (i) the Purchaser Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby is being made in reliance on available exemptions from the registration requirements of the U.S. Securities Act;

(f) The Applicable Shareholder is a sophisticated investor as described in Rule 506(b)(2)(ii) of Regulation D and has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment, either alone or with his or her purchaser representative;

(g) The Applicable Shareholder has not purchased the Purchaser Shares as a result of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(h) The Applicable Shareholder acknowledges that the Purchaser Shares will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and the Applicable Shareholder agrees that if the Applicable Shareholder decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Purchaser Shares, the Applicable Shareholder will not offer, sell or otherwise transfer, directly or indirectly, the Purchaser Shares except:

(i) to the Purchaser;

(ii) outside the United States in an “offshore transactions” meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local laws and regulations;

(iii) in compliance with the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or “blue sky” laws; or

(iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws governing the offer and sale of securities;

and, in the case of each of (iii) and (iv) above, the Applicable Shareholder has prior to such sale furnished to the Purchaser reasonable evidence and, if requested Purchaser’s transfer agent, an opinion of counsel in form and substance reasonably satisfactory to the Purchaser, stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed;

(i) The Applicable Shareholder understands and agrees that the Purchaser Shares may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available;

(j) The Applicable Shareholder acknowledges that they have not purchased the Purchaser Shares as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Purchaser Shares which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Purchaser Shares;

(k) The certificates representing the Purchaser Shares issued hereunder, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, will bear, on the face of such certificate, the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF

ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF AGRAFLOA ORGANICS INTERNATIONAL INC. (THE "COMPANY") THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY REASONABLE EVIDENCE, AND IF REQUESTED BY THE COMPANY'S TRANSFER AGENT, AN OPINION OF COUNSEL OF RECOGNIZED STANDING. IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

(l) The Applicable Shareholder understands and agrees that there may be material tax consequences to the Applicable Shareholder of an acquisition, holding or disposition of any of the Purchaser Shares. The Purchaser gives no opinion and makes no representation with respect to the tax consequences to the Applicable Shareholder under United States, state, local or foreign tax law of the undersigned's acquisition, holding or disposition of such Securities. In particular, no determination has been made whether the Purchaser will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended;

(m) The Applicable Shareholder consents to the Purchaser making a notation on its records or giving instructions to any transfer agent of the Purchaser in order to implement the restrictions on transfer set forth and described in this Agreement;

(n) The Applicable Shareholder understands that (i) the Purchaser may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a "**Shell Company**"), (ii) if the Purchaser is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Purchaser Shares, and (iii) the Purchaser is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Purchaser Shares;

(o) The Applicable Shareholder understands and agrees that the financial statements of the Purchaser have been prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies;

(p) The Applicable Shareholder understands and acknowledges that the Purchaser is incorporated outside the United States, consequently, it may be difficult to provide service of process on the Purchaser and it may be difficult to enforce any judgment against the Purchaser; and

(q) The Applicable Shareholder understands that the Purchaser does not have any obligation to register the Purchaser Shares under the U.S. Securities Act or any applicable state securities or "blue-sky" laws or to take action so as to permit resales of the Purchaser Shares. Accordingly, the

Applicable Shareholder understands that absent registration, they may be required to hold the Purchaser Shares indefinitely. As a consequence, the Applicable Shareholder understands they must bear the economic risks of the investment in the Purchaser Shares for an indefinite period of time.

5. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser covenants, represents and warrants with and to Sanna and the Sanna Shareholders as follows and acknowledges that Sanna and the Sanna Shareholders are relying upon such covenants, representations and warranties in connection with entering into this Agreement and completing the Transaction:

5.1. Organization and Qualification. The Purchaser is a company duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Purchaser is not in violation or default of any of the provisions of its respective certificate or notice of articles, articles or other organizational or charter documents. The Purchaser and each Subsidiary thereof is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

5.2. Subsidiaries, Partnerships and Joint Ventures. Except as set forth in the Public Record or disclosed confidentially to Sanna, the Purchaser does not have any subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations and will not prior to the Closing Date acquire, or agree to acquire, any subsidiary or business without the prior written consent of Sanna, which shall not be unreasonably withheld. The Purchaser is not a partner or a participant in any partnership, joint venture, profit sharing arrangement or other association of any kind, including as a beneficiary or trustee in any trust arrangement and is not party to any agreement under which the Purchaser agrees to carry on any part of its business or any other activity in such manner or by which the Purchaser agrees to any revenue or profit sharing arrangement.

5.3. Capitalization. The capitalization of the Purchaser consists of 934,322,547 common shares and 208,534,300 common shares reserved for issuance under outstanding options, warrants or other convertible debt securities. Except as set forth in the Public Record or disclosed confidentially to Sanna:

- (a) the Purchaser has not issued any shares of its capital stock;
- (b) no Person has any right of first refusal, preemptive right, right of participation, or any similar right granted by the Purchaser to participate in the transactions contemplated by the Transaction Documents;
- (c) there are no outstanding options, warrants or other convertible debt securities giving any Person any right to subscribe for or acquire any shares in the capital stock;
- (d) the consummation of the transactions contemplated under the Transaction Documents will not obligate the Purchaser to issue shares of its capital stock or other securities to any Person (other than the Sanna Shareholders in accordance with this Agreement);
- (e) on the Closing Date no further approval or authorization of the Purchaser's board of directors or shareholders or others will be required to complete the transactions contemplated under the Transaction Documents; and

- (f) there are no stockholders agreements, voting agreements or other similar agreements with respect to the Purchaser's capital stock to which the Purchaser is a party or, to the knowledge of the Purchaser, between or among any of the Purchaser's shareholders.

All of the outstanding shares of the Purchaser's capital stock are duly authorized, validly issued, fully paid and non-assessable, have been issued in compliance with all applicable laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. All transfer restrictions affecting the transfer of the Purchaser Shares to the Sanna Shareholders by the Purchaser will have been complied with or effectively waived on or before Closing.

5.4. Authorization; Enforcement. The Purchaser has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. On the Closing Date, the execution and delivery of each of this Agreement and the other Transaction Documents by the Purchaser and the consummation by it of the transactions contemplated hereby and thereby will be duly authorized by all necessary action on the part of the Purchaser and no further action will be required by the Purchaser, its board of directors or its shareholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Purchaser and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

5.5. No Conflicts. The execution, delivery and performance by the Purchaser of this Agreement and the other Transaction Documents to which it is a party and the consummation by it of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Purchaser's articles of incorporation or other organizational or charter documents, or those of any Subsidiary of the Purchaser, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Purchaser or any Subsidiary thereof, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Purchaser debt or otherwise) or other understanding to which the Purchaser or any Subsidiary thereof is a party or by which any property or asset of the Purchaser or any Subsidiary thereof is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or Governmental Body to which the Purchaser is subject (including federal and state securities laws and regulations), or by which any property or asset of the Purchaser or any Subsidiary thereof is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

5.6. Filings, Consents and Approvals. The Purchaser is not, nor is any Subsidiary thereof, required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other Governmental Body or other Person in connection with the execution, delivery and performance by the Purchaser of the Transaction Documents, other than consents, waivers, authorizations, orders, notices, filings or registrations necessary in connection with the Required Approvals.

5.7. Issuance of the Securities. Upon Closing, all of the Purchaser Shares issued and delivered to the Sanna Shareholders in accordance with the terms hereof will be duly and validly issued as fully paid and non-assessable shares in the capital of the Purchaser, free and clear of all mortgages, liens, charges, security interests, adverse claims, pledges, encumbrances.

5.8. Books and Records. The books and records of the Purchaser fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of Purchaser as at the date hereof, and all material financial transactions of the Purchaser have been accurately recorded in such books and records.

5.9. Corporate Records. The corporate records and minute books of the Purchaser contain complete and accurate copies of the constating documents of the Purchaser, minutes of all meetings and resolutions of the directors (including any committees thereof) and shareholders of the Purchaser, and the share certificate books, register of shareholders, register of transfers and register of directors of the Purchaser are complete and accurate in all material respects.

5.10. Officers and Directors. The directors and officers of the Purchaser are as follows:

<u>Name</u>	<u>Position</u>
Brandon Boddy	CEO, Chairman and Director
Christopher Hornung	Director
Jerry Habuda	Director
Joseph Perino	Director
Brian O'Neill	Director
Peter Nguyen	Chief Financial Officer
Jan Urata	Corporate Secretary

5.11. Litigation. There is no Action pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser, any Subsidiary thereof, or any of its properties or any of the properties of any Subsidiary of the Purchaser before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the transactions contemplated therein or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Purchaser, any Subsidiary thereof, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under applicable securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Purchaser, there is not pending or contemplated, any investigation by any Governmental Body involving the Purchaser, any Subsidiary thereof, or any current or former director or officer of the Purchaser or any Subsidiary thereof.

5.12. Compliance. To the Purchaser's knowledge, after reasonable investigation, the Purchaser and each Subsidiary thereof: (i) is not in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Purchaser or any Subsidiary thereof under), nor has the Purchaser or any Subsidiary thereof received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is not in violation of any judgment, decree, or order of any court, arbitrator or other Governmental Body or (iii) is not and has not been in violation of any statute, rule, ordinance or regulation of any Governmental Body, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

5.13. Taxes. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Purchaser and each Subsidiary thereof (i) has made or filed all federal, state and local income and franchise Tax Returns required by any jurisdiction to which it is subject, (ii) has paid all Taxes, shown or determined to be due on such Tax Returns, and (iii) has set aside on its books provision reasonably adequate for the payment of all Taxes for periods subsequent to the periods to which such Tax Returns apply. There are no unpaid Taxes claimed to be due by the taxing authority of any jurisdiction, and the officers of the Purchaser know of no basis for any such claim. There are no audits, investigations, assessments, reassessments or other proceedings underway, threatened or imminent with respect to Taxes for which the Purchaser or any Subsidiary thereof may be liable, in whole

or in part. The Purchaser is not, nor is any Subsidiary thereof, a party to, bound by or obligated under any Tax sharing agreement, Tax indemnification agreement or similar contract or arrangement. The Purchaser and each Subsidiary thereof has no liability for the Taxes of any other Person. The Purchaser has not, nor has any Subsidiary thereof, received any notice or inquiry from any Governmental Body in any jurisdiction where the Purchaser or any Subsidiary thereof does not currently file Tax Returns to the effect that it is or may be subject to taxation in such jurisdiction. The Purchaser is not, nor is any Subsidiary thereof, required to file any Tax Returns in any jurisdiction outside Canada.

5.14. Distributions. Except as set forth in the Public Record, the Purchaser has not, nor has any Subsidiary thereof, directly or indirectly made or authorized any loans to any Person, including its current or former officers, directors, shareholders and employees or any other person not dealing at arm's length with any of the forgoing; made any payments or distributions in kind to any of its current or former shareholders or declared any dividends on its outstanding shares or other securities; or agreed to do any of the forgoing.

5.15. Tax Act. The Purchaser is a "taxable Canadian corporation" for the purposes of the Tax Act.

6. ADDITIONAL COVENANTS OF PARTIES

6.1. Covenants of Sanna. Sanna hereby covenants and agrees with the Purchaser as follows, and the Sanna Shareholders severally, but not jointly, covenant and agree to do such things as may be necessary or desirable to cause or permit Sanna to comply with the following:

(a) Sanna Financial Statements. Sanna shall provide the Purchaser with the Sanna Financial Statements as soon as practicable after the date hereof.

(b) Conditions Precedent to Closing. Sanna shall use commercially reasonable efforts to cause each of the terms and conditions precedent for the benefit of the Purchaser to be fulfilled on or before the Closing Date.

(c) Absence of Other Securities. As at Closing, all of the securities of Sanna, other than the Sanna Shares, shall have been exercised, converted, exchanged, terminated and/or cancelled, as applicable, and the Sanna Shares shall be the only securities of Sanna in existence.

(d) Sanna USA. As at closing, the Sanna USA shall have been terminated by the parties thereto.

6.2. Covenants of the Purchaser. The Purchaser hereby covenants and agrees with Sanna and the Sanna Shareholders as follows:

(a) Conditions Precedent to Closing. The Purchaser shall use commercially reasonable efforts to cause each of the conditions to closing for the benefit of Sanna and the Sanna Shareholders to be fulfilled on or before the Closing Date.

(b) Management Services Agreement. Promptly following Closing, the Purchaser, by way of its newly acquired affiliate, Sustainable Growth Strategic Capital Corp., shall enter into a management services agreement with GreenMill Advisors LLC, in the form attached hereto as Appendix A (the "**Management Services Agreement**"), pursuant to which the Purchaser shall engage GreenMill Advisors LLC to build out and operate the Scarborough Facility for the purposes of producing, manufacturing and distributing cannabis and cannabis products.

6.3. Mutual Covenants. Each of the Purchaser, Sanna and the Sanna Shareholders hereby covenant and agree each with the other as follows:

(a) Confidentiality.

(i) All information regarding Sanna and the Sanna Shareholders and their respective affiliates, provided to the Purchaser under this Agreement or in furtherance of the transactions contemplated hereunder, will be kept in strict confidence by the Purchaser and its affiliates or agents and will not be used, dealt with, exploited or commercialized or disclosed to any third party (other than the Purchaser's professional advisors with a need to know such information for the purposes contemplated in this Agreement) by the Purchaser or any affiliate or agent of the Purchaser without the prior written consent of Sanna unless (A) such disclosure is required by law, by regulatory authorities having jurisdiction with respect to the Purchaser or the transactions contemplated herein or by the CSE, or (B) such disclosure is reasonably necessary for the completion of the transactions contemplated herein. If the transactions contemplated in this Agreement do not proceed for any reason, then upon receipt of a written request from Sanna, the Purchaser will immediately return to Sanna or destroy all information regarding Sanna, the Sanna Shareholders and their respective affiliates provided in connection with the transactions contemplated in this Agreement. Sanna and the Sanna Shareholders must not issue any press release or make any other public statement or disclosure with respect to this Agreement or the transaction contemplated hereunder without the consent of Sanna (which consent will not be unreasonably withheld, conditioned or delayed). Sanna or any Sanna Shareholder, as applicable, will give reasonable consideration to any comments made by the Purchaser or its legal counsel and, if such prior notice is not possible, will give such notice immediately following the making of such disclosure or filing.

(ii) All information regarding the Purchaser and its affiliates, provided to Sanna under this Agreement or in furtherance of the transactions contemplated hereunder, will be kept in strict confidence by Sanna and its affiliates or agents and will not be used, dealt with, exploited or commercialized or disclosed to any third party (other than the Sanna's professional advisors with a need to know such information for the purposes contemplated in this Agreement) by Sanna or any affiliate or agent of Sanna without the prior written consent of the Purchaser unless (A) such disclosure is required by law, by regulatory authorities having jurisdiction with respect to Sanna or the transactions contemplated herein or by the CSE, or (B) such disclosure is reasonably necessary for the completion of the transactions contemplated herein. If the transactions contemplated in this Agreement do not proceed for any reason, then upon receipt of a written request from the Purchaser, Sanna will immediately return to the Purchaser or destroy all information regarding the Purchaser and its affiliates provided in connection with the transactions contemplated in this Agreement. The Purchaser must not issue any press release or make any other public statement or disclosure with respect to this Agreement or the transaction contemplated hereunder without the consent of Sanna (which consent will not be unreasonably withheld, conditioned or delayed). The Purchaser will give reasonable consideration to any comments made by Sanna or its legal counsel and, if such prior notice is not possible, will give such notice immediately following the making of such disclosure or filing.

(iii) Notwithstanding the generality of the forgoing, the provisions of Section 6.3(a)(i) and 6.3(a)(ii) shall not apply to any information that the Purchaser (in the case of Section 6.3(a)(i)) or Sanna (in the case of Section 6.3(a)(ii)) can demonstrate:

(A) is or becomes available to the public other than as a direct or indirect result of any violation by the Purchaser of Section 6.3(a)(i) or Sanna of Section 6.3(a)(ii);

(B) is or becomes available to the Purchaser (in the case of Section 6.3(a)(i)) or Sanna (in the case of 6.3(a)(ii)) on a non-confidential basis from a source other than the Purchaser or Sanna, provided that such source does not owe a duty of confidentiality to Sanna (in the case of Section 6.3(a)(i)) or the Purchaser (in the case of Section 6.3(a)(ii));

(C) is or was demonstrably independently developed by the Purchaser (in the case of Section 6.3(a)(i)) or Sanna (in the case of 6.3(a)(ii)) without the use of any information disclosed pursuant to Section 6.3(a)(i) or Section 6.3(a)(ii); or

(D) was lawfully and demonstrably in the possession of the Purchaser (in the case of Section 6.3(a)(i)) or Sanna (in the case of Section 6.3(a)(ii)) prior to its disclosure by Sanna or the Purchaser.

(b) Non-Solicitation. Until such time, if any, as this Agreement is terminated pursuant to the terms set out herein, except in accordance with the terms and conditions of this Agreement, Sanna will not directly or indirectly solicit, initiate, entertain or accept any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or otherwise consider the merits of any unsolicited inquiries or proposals from, any person or entity (other than the Purchaser) relating to any transaction involving (i) the sale of any of its businesses or assets (other than sales made in the ordinary course of business); (ii) any sale of its respective capital stock or other ownership interests; or (iii) any merger, consolidation, business combination or similar transaction. Sanna agrees to promptly notify the Purchaser if Sanna receives an unsolicited offer for any such transaction, or obtains information that such an offer is reasonably likely to be made, which notice shall include the identity of the prospective offeror and the consideration to be paid and terms of the prospective offer.

(c) Escrow Agreement. On or before Closing, the Purchaser, the Intermediary and AAG, in its capacity as authorized attorney and representative of each of the Sanna Shareholders pursuant to section 3.4 of the Sanna USA, shall enter into an escrow agreement, substantially in the form attached hereto as Appendix B (the "**Escrow Agreement**"), pursuant to which the Purchaser Shares will be issued and paid to the Sanna Shareholders in accordance with the terms of the Escrow Agreement.

(d) Pre-Existing Liabilities.

(i) Other than the liabilities set out in Schedule 6.3(d)(i), on or prior to Closing, (i) Sanna shall be free of all liabilities owed by Sanna to third parties immediately prior to Closing, and (ii) Sanna shall not be subject to any other direct, indirect or contingent liabilities. The Purchaser shall assume all liabilities set out in Schedule 6.3(d)(i).

(ii) To the extent that Sanna possesses any liabilities in excess of those set out in Schedule 6.3(d)(i) (the "**Non-Accepted Liabilities**"):

(A) the aggregate number of Purchaser Shares to be issued to the Sanna Shareholders shall be reduced by an amount equal to the aggregate value of such Non-Accepted Liabilities, up to a maximum of \$200,000.00, divided by the Issuance Price (the "**Non-Accepted Liability Shares**"); and

(B) the number of Purchaser Shares to be issued by the Purchaser to each Sanna Shareholder as part of the Transaction shall be reduced by the number of Purchaser Shares equal to the Non-Accepted Liability Shares multiplied by such Sanna Shareholder's proportional holdings of the total number of issued and outstanding Sanna Shares as at Closing, subject to adjustment under Section 6.3(d)(iii).

(iii) In the event the calculation of each Sanna Shareholder's proportional share of the Non-Accepted Liability Shares results in any fractional interest, the number of Purchaser Shares by which the number of Purchaser Shares to which Sanna Shareholder is entitled is reduced shall be rounded down to the nearest whole Purchaser Share.

(e) Health Canada and CTLS Obligations. Promptly upon the Closing, the Parties shall complete all filings, provide all notifications, obtain all approvals, authorizations and consents, and

complete all administrative updates as required under and pursuant to all applicable laws and/or policies, including, without limitation, all updates to the Parties' respective corporate profiles (and those of the affiliates of each of the Parties) on the Cannabis Tracking and Licensing System and all notifications to Health Canada that may be required as a result of the completion of the Transaction by the Parties.

7. SECURITIES REGULATORY APPROVALS

7.1. The terms of this Agreement are subject to the approval of all securities regulatory authorities having jurisdiction with respect to this Agreement and the transactions contemplated herein, including, but not limited to, the CSE (the "**Required Approvals**").

7.2. The Purchaser will with reasonable diligence do all such things and provide all such reasonable assurances as may be required to obtain the approval of all applicable regulatory authorities, including the CSE, to the transactions contemplated in this Agreement.

7.3. Sanna shall provide to the Purchaser all information reasonably required by the Purchaser for inclusion in, and for the preparation of the Filing Statement to be prepared and filed by the Purchaser with the CSE with respect to the transactions contemplated in this Agreement.

7.4. The Sanna Shareholders and Sanna shall promptly comply with all reasonable conditions and requirements of the CSE to the completion of the transactions contemplated herein.

7.5. If the CSE or any other securities regulatory authority having jurisdiction with respect to this Agreement and the transactions contemplated herein (collectively the "Securities Authorities"), shall prevent the consummation of the transactions contemplated herein, neither of the parties nor their respective directors, officers, legal counsel, servants, or agents shall in any way be liable to the other parties to this Agreement in respect of any damages or losses suffered by them as a result of such failure of the Securities Authorities to give their approval, provided that such party has, with all due diligence and in good faith, used its commercially reasonable efforts to obtain the approval of such Securities Authorities.

7.6. Sanna and the Purchaser shall provide each other with reasonable opportunity to review and comment on all filings, applications, submissions and other material communications to Securities Authorities. Sanna and the Purchaser shall use its commercially reasonable efforts to cooperate with and assist each other in the preparation and making of all filings, applications and submissions to such Securities Authorities.

7.7. Sanna and the Purchaser shall promptly notify each other of any material communication to such party from any Securities Authorities in respect of the transactions contemplated herein and shall provide the other party with a copy thereof if such communication is in writing. Sanna and the Purchaser shall consult with each other prior to participating in any substantive meeting or discussion with any Securities Authorities in respect of the transactions contemplated herein and shall give each other the opportunity to attend and participate thereat.

8. CONDITIONS PRECEDENT TO CLOSING

8.1. Mutual Conditions Precedent. The respective obligations of the Purchaser, Sanna and the Sanna Shareholders to complete the transactions contemplated in this Agreement are subject to the fulfilment, at or prior to Closing, of the following conditions:

(a) If required by any applicable law or securities regulatory authority having jurisdiction with respect to this Agreement and the transactions contemplated herein, including, but not limited to, the CSE and Health Canada, the shareholders of the Purchaser shall have approved and/or received satisfactory notification of the transactions contemplated in this Agreement; and

(b) There shall have been no action taken under any applicable law or by any Governmental Body, including, without limitation, Health Canada, which makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits or would otherwise have a Material Adverse Effect on the completion of the transactions contemplated in this Agreement.

8.2. The conditions precedent in Section 8.1 are for the mutual benefit of the Purchaser and Sanna and may be waived, in whole or in part, at any time by both Sanna and the Purchaser, such waiver being without prejudice to any other right that any party may have. In the event any of the foregoing conditions contained in Section 8.1 are not fulfilled or performed at or before the Closing Date to the reasonable satisfaction of both the Purchaser and Sanna, any of the Purchaser or Sanna may terminate this Agreement by written notice to the other and in such event each of the Purchaser, Sanna and the Sanna Shareholders shall be released from all further obligations hereunder.

8.3. Conditions Precedent to Purchaser Obligations. All of the obligations of the Purchaser to complete the transactions contemplated in this Agreement are subject to the fulfilment, at or prior to Closing, of the following conditions:

(a) The respective representations and warranties of Sanna and the Sanna Shareholders contained in this Agreement shall be, in all material respects, true and correct when made and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of such date;

(b) Sanna and each of the Sanna Shareholders shall have performed and complied in all material respects with all of their respective covenants and obligations required to be performed prior to Closing;

(c) Sanna obtaining all required directors', shareholders', regulatory, and third party consents, including without limitation, approval of the CSE and, where necessary, Health Canada, required for the Transaction;

(d) At Closing, there shall have been no undisclosed materially adverse change in the affairs, assets, liabilities or financial condition of Sanna or the Business, taken as a whole;

(e) At Closing, all licences, as issued under the Cannabis Act, held by Sanna or an affiliate thereof shall be in good standing with Health Canada.

(f) At Closing, each of Sanna and the Sanna Shareholders shall have delivered those items set forth in Section 2.5(a) of this Agreement.

8.4. The conditions precedent in Section 8.3 are for the benefit of the Purchaser and may be waived, in whole or in part, at any time by the Purchaser, such waiver being without prejudice to any other right that any party may have. In the event any of the foregoing conditions contained in Section 8.3 are not fulfilled or performed at or before the Closing Date to the reasonable satisfaction of the Purchaser, the Purchaser may terminate this Agreement by written notice to Sanna and the Sanna Shareholders and in such event each of the Purchaser, Sanna and the Sanna Shareholders shall be released from all further obligations hereunder.

8.5. Conditions Precedent to Sanna and Sanna Shareholders Obligations. All of the obligations of Sanna and the Sanna Shareholders to complete the transactions contemplated in this Agreement are subject to fulfilment, at or prior to Closing, of the following conditions:

(a) The representations and warranties of the Purchaser contained in this Agreement shall be, in all material respects, true and correct when made and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of such date;

- (b) The Purchaser shall have performed and complied in all material respects with all of its covenants and obligations required to be performed prior to Closing;
- (c) The Purchaser obtaining and providing, as applicable, all required directors', shareholders', regulatory, and third party consents and notifications, including without limitation, approval of the CSE and notification to Health Canada, required for the Transaction;
- (d) At Closing, there shall have been no materially adverse change in the affairs, assets, liabilities or financial condition of the Purchaser, taken as a whole; and
- (e) At Closing, the Purchaser shall have delivered those items set forth in Section 2.5(b) of this Agreement.

8.6. The conditions precedent in Section 8.5 are for the benefit of Sanna and the Sanna Shareholders and may be waived, in whole or in part, at any time by Sanna and the Sanna Shareholders, such waiver being without prejudice to any other right that any party may have. In the event any of the foregoing conditions contained in Section 8.5 are not fulfilled or performed at or before the Closing Date to the reasonable satisfaction of Sanna or the Sanna Shareholders, any of Sanna or the Sanna Shareholders may terminate this Agreement by written notice to the other and in such event each of the Purchaser, Sanna and the Sanna Shareholders shall be released from all further obligations hereunder.

9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

9.1. The covenants, agreements, representations, warranties, and indemnities of the parties contained in this Agreement shall survive Closing of the transactions contemplated herein and, notwithstanding Closing or any documents delivered or investigations made in connection therewith, shall continue in full force and effect for a period of eighteen (18) calendar months from the Closing Date, provided that a claim for a breach of any such representation or warranty, to be effective, must be asserted in writing on or prior to the applicable expiration time set out in this Section 9.1, provided that a claim for any breach of any representations or warranties contained in this Agreement or in any of the Transaction Documents involving fraud or fraudulent misrepresentations may be made at any time following the Closing Date, subject only to applicable limitation periods imposed by law.

9.2. No investigations made by or on behalf of any or all of the parties to this Agreement at any time shall have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made by any other party herein or pursuant hereto.

10. RISK MANAGEMENT.

10.1. Indemnification by the Sanna Shareholders regarding Sanna. The Shareholders shall, jointly and severally, indemnify and save Purchaser harmless for and from and after the Closing Date against and in respect of any Losses resulting from:

- (a) subject to Article 9, any Loss of the Purchaser as a result of any breach of representation or warranty of the Sanna Shareholders contained in this Agreement with respect to Sanna or the Transaction Documents or in any certificate or document delivered pursuant to or contemplated by this Agreement or any Transaction Document;
- (b) any Loss of the Purchaser as a result of any breach or any non-fulfilment of any covenant or agreement on the part of the Sanna Shareholders contained in this Agreement or the Transaction Documents or in any certificate or document delivered pursuant to or contemplated by this Agreement or any Transaction Document on behalf of the Purchaser; and
- (c) all claims, demands, costs and expenses, including reasonable legal expenses, in respect of the foregoing.

10.2. Indemnification by the Sanna Shareholders. The Sanna Shareholders shall indemnify and save the Purchaser harmless for and from and after the Closing Date against and in respect of any Losses resulting from:

- (a) subject to Article 9, any Loss of the Purchaser as a result of any material breach of representation or warranty of the Sanna Shareholders contained in this Agreement or the Transaction Documents or in any certificate or document delivered pursuant to or contemplated by this Agreement or any Transaction Document solely with respect to himself/herself/itself;
- (b) any Loss of the Purchaser as a result of any material breach or any material non-fulfilment of any covenant or agreement on the part of a Shareholder contained in this Agreement or the Transaction Documents or in any certificate or document delivered pursuant to or contemplated by this Agreement or any Transaction Document solely with respect to himself/herself/itself; and
- (c) all claims, demands, costs and expenses, including reasonable legal expenses, in respect of the foregoing.

10.3. Indemnification by the Purchaser. The Purchaser shall indemnify and save the Sanna Shareholders harmless for and from and after the Closing Date against and in respect of any Losses resulting from:

- (a) subject to Article 9, any Loss of any Shareholder as a result of any material breach of representation or warranty by the Purchaser contained in this Agreement or the Transaction Documents or in any certificate or document delivered pursuant to or contemplated by this Agreement or any Transaction Document;
- (b) any Loss of any Shareholder as a result of any material breach or any material non-fulfilment of any covenant or agreement on the part of the Purchaser contained in this Agreement or the Transaction Documents or in any certificate or document delivered pursuant to or contemplated by this Agreement or any Transaction Document;
- (c) all claims, demands, costs and expenses, including reasonable legal expenses, in respect of the foregoing.

10.4. Thresholds and Limitations.

- (a) Subject to Section 10.4(g), the obligation of the Sanna Shareholders to indemnify the Purchaser pursuant to Section 10.1 or 10.2, and the Purchaser's obligation to indemnify the Sanna Shareholders pursuant to Section 10.3, are applicable only if the aggregate of all those Losses suffered or incurred by the Purchaser, on the one hand, or by the Sanna Shareholders, on the other hand, as applicable, is in excess of \$25,000.00 (the "**Basket**").
- (b) Subject to Section 10.4(e), if the aggregate of all those Losses incurred by the Purchaser exceeds the Basket, the Sanna Shareholders shall be obliged to indemnify the Purchaser for the aggregate amount of those Losses in excess of the Basket.
- (c) If the aggregate of all those Losses incurred by the Sanna Shareholders exceeds the Basket, the Purchaser shall be obliged to indemnify the Sanna Shareholders for the aggregate amount of those Losses in excess of the Basket.
- (d) For all purposes, the Purchaser shall not include in its calculation of the aggregate amount of the Losses suffered or incurred by the Purchaser, and the Sanna Shareholders shall not be required to indemnify the Purchaser for, any individual item where the amount relating to such claim (or series of claims arising from the same or substantially similar facts or circumstances) does not exceed \$25,000.00.

(e) The maximum aggregate liability of the Sanna Shareholders for Losses pursuant to Section 10.1 shall not exceed \$250,000.00.

(f) The maximum aggregate liability of the Purchaser for Losses pursuant to Section 10.3 shall not exceed \$250,000.00.

(g) Notwithstanding anything to the contrary herein:

(i) no party shall be liable under this Article for any Losses resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if the party seeking indemnification for such Losses had knowledge of such breach prior to Closing; and

(ii) the provisions of Section 10.4(a) do not apply in respect of any inaccuracy or breach of a representation or warranty involving fraud, fraudulent misrepresentation or intentional misrepresentation.

(h) The Indemnified Party shall use commercially reasonable efforts to mitigate losses suffered, incurred or sustained by such Indemnified Party arising out of any matter for which such Indemnified Party has sought indemnification hereunder; provided that no such Indemnified Party shall be required to take any action or refrain from taking any action that is contrary to any applicable contract or law binding on such Indemnified Party.

10.5. Notice of Claim. If an Indemnified Party becomes aware of any act, omission or state of facts that may give rise to Losses in respect of which a right of indemnification is provided for under this Article 10, the Indemnified Party shall promptly give written notice thereof (a "**Notice of Claim**"), which notice shall specify whether the potential Losses arise as a result of a Direct Claim or a Third Party Claim. Each Notice of Claim shall specify with reasonable particularity (to the extent that the information is available):

(a) the factual basis for the Claim, and any provisions of the Agreement, or of any Applicable Laws, relied upon; and

(b) the amount of the Claim, or, if an amount is not determinable, an approximate and reasonable estimate of the potential Claim.

10.6. Direct Claims. Following receipt of notice of a Direct Claim, the Indemnifying Party will have thirty (30) days to make such investigation of the Direct Claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party will make available to the Indemnifying Party and its representatives the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with all such other information as the Indemnifying Party may reasonably request. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such thirty (30) day period (or any extension thereof agreed upon by the Indemnified Party and the Indemnifying Party) as to the validity and amount of the Direct Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Direct Claim, failing which, the Direct Claim shall be resolved in accordance with Article 11 hereof.

10.7. Third Party Claims.

(a) With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of the Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all of the Indemnified Party's out-of-pocket expenses as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of legal counsel, in which case legal counsel satisfactory to both the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party.

(b) If the Indemnifying Party, having elected to assume control as contemplated in Section 10.7(a), thereafter fails to defend such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

(c) In the event that any Third Party Claim is of a nature such that the Indemnified Party is required by applicable laws to make a payment to any Third Party with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for any such payment or, if the Indemnifying Party is the Shareholder, the elected Indemnified Party may elect to have such the applicable amount set-off against future payments payable to the Shareholder provided that the Shareholder shall confirm in writing the set off amount. If the amount of any liability under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay such difference to the Indemnifying Party.

(d) Except in the circumstances contemplated by Sections 10.7(b), whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably delayed or withheld).

(e) The Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice thereof and an opportunity to contest such Third Party Claim.

(f) The Parties shall use their commercially reasonable efforts to cooperate with each other with respect to Third Party Claims, shall keep each other advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available) and shall each designate a representative who will keep himself or herself informed about and be prepared to discuss the Third Party Claim with his or her counterpart and with legal counsel at all reasonable times.

(g) Notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not settle any Third Party Claim without the consent of the Indemnified Party unless the settlement includes a complete release of the Indemnified Party with respect to the claim.

(h) Notwithstanding anything to the contrary herein, if the Indemnifying Party:

(i) is not entitled to assume the investigation and defence of a Third Party Claim under this Agreement;

(ii) does not elect to assume the investigation and defence of a Third Party Claim;

(iii) assumes the investigation and defence of a Third Party Claim but fails to diligently pursue such defence; or

(iv) the Indemnified Party reasonably concludes that the Third Party Claim is not being defended to its satisfaction, acting reasonably, the Indemnified Party has the right (but not the obligation), to undertake the defence of the Third Party Claim.

(i) In the case where the Indemnifying Party fails to diligently pursue the defence of the Third Party Claim or the Indemnified Party reasonably concludes that the Third Party Claim is not being defended to its satisfaction, acting reasonably, the Indemnified Party may not assume the defence

of the Third Party Claim unless the Indemnified Party gives the Indemnifying Party written demand to diligently pursue the defence and the Indemnifying Party fails to do so within ten (10) days after receipt of the demand, or such shorter period as may be required to respond to any deadline imposed by a court, arbitrator or other tribunal or Governmental Body.

10.8. Subrogation. In the event that an Indemnifying Party shall be obligated to indemnify an Indemnified Party pursuant to the terms of this Agreement, the Indemnifying Party shall, upon fulfilment of its obligations with respect to indemnification (including payment in full of all amounts due pursuant to its indemnification obligations) be subrogated to all rights of the Indemnified Party with respect to the Claims to which such indemnification relates.

10.9. Losses. The Parties agree that, in all cases:

(a) no Party shall be entitled to duplication of recovery by reason of the state of facts giving rise to Losses constituting a breach of more than one representation, warranty, covenant or agreement in this Agreement and no Party shall have a right of indemnification with respect to any representation, warranty, acknowledgement, covenant or agreement that is qualified by materiality unless the materiality qualifier is met or exceeded with respect to the alleged breach, inaccuracy or non-fulfilment of such representation, warranty, acknowledgement, covenant or agreement;

(b) Losses shall be net of any insurance or other recoveries or payments received by an Indemnified Party or any of its affiliates in connection with the facts or circumstances giving rise to the Losses;

(c) Subject to Section 10.9(d), in no event shall a Party be liable for indirect or consequential, exemplary, punitive or special damages (including without limitation, loss of profits, loss of opportunity, loss of business, loss of reputation and loss of financing) or from damages arising from business interruption or calculated on the basis of a multiple of earnings relating to this Agreement or any other any agreement, instrument or document executed in connection with this Agreement;

(d) The limitations set forth in Section 10.9(c) shall not apply with respect to:

(i) Losses for taxes that are payable by Sanna but unpaid prior to the Closing Date; and

(ii) any portion of Losses that are found by final determination of an arbitrator to have resulted primarily and directly from the fraud, fraudulent misrepresentation or intentional misrepresentation of a Party or its officers, directors, employees, agents, affiliates, representatives, successors or assigns.

11. DISPUTE RESOLUTION.

11.1. Arbitration Procedures.

(a) Except as otherwise provided herein, all disputes, controversies or Claims arising out of, relating to, or in respect of this Agreement, including any issue regarding its existence, validity, enforceability, interpretation, breach or termination (each a "**Dispute**") shall be resolved by final and binding arbitration administered by the *International Centre for Dispute Resolution (Canada)* under its *Canadian Arbitration Rules* by a single arbitrator. The place of arbitration shall be Toronto, Ontario, Canada. The language of the arbitration shall be English.

(b) Any monetary award shall be made and payable, free of any taxes or other deduction, and shall bear interest from the date of any breach or other violation of this Agreement to the date on which the award is paid, at a rate determined by the arbitrator, appointed in accordance with Section 11.1(a).

11.2. Continued Performance. Except where reasonably prevented by the nature of the Dispute, the Parties shall continue to perform their respective duties, obligations and responsibilities under this Agreement and the Transaction Documents while the Dispute is being resolved in accordance with this Article 11, unless and until such obligations are lawfully terminated or expire in accordance with the provisions thereof.

11.3. Proceedings Confidential. Subject to obligations imposed on the Parties under applicable securities laws, all dispute resolution and arbitration proceedings (including all related information, communications, documents, materials, and evidence) shall be strictly confidential, and each Party shall have a fiduciary obligation to the other Parties to protect, preserve and maintain the integrity of such confidentiality.

12. **MISCELLANEOUS**

12.1. Time shall be of the essence of this Agreement.

12.2. This Agreement contains the whole agreement between the Parties in respect of the purchase and sale of Sanna Shares and there are no warranties, representations, terms, conditions or collateral agreements expressed, implied or statutory, other than as expressly set forth in this Agreement. For greater certainty, this Agreement amends, restates and replaces the terms of the Interim Agreement is not a novation of the Interim Agreement.

12.3. This Agreement may be amended or modified only by written instrument executed by each of the parties affected thereby or by their respective successors and permitted assigns.

12.4. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. The Purchaser may not assign this Agreement without the consent of Sanna, which consent may be withheld for any reason whatsoever.

12.5. Unless otherwise specifically provided for herein, each of Sanna, the Sanna Shareholders and the Purchaser shall be responsible for the expenses (including fees and expenses of legal advisors, accountants and other advisors) incurred by them, respectively, in connection with the negotiation and settlement of this Agreement and the completion of the transactions contemplated hereby. In the event of a termination of this Agreement prior to consummation of the transactions contemplated hereby, the obligation of each party to pay its own expenses will be subject to any rights that such party may have arising from a breach of this Agreement by another party.

12.6. Neither this Agreement nor any right or obligation hereunder shall be assignable by any of the Parties without the prior written consent of each of the other Parties.

12.7. Any notice to be given under this Agreement shall be duly and properly given if made in writing and delivered or facsimiled to the addressee at the address as set out on page one of this Agreement for each of Sanna and the Purchaser, and for each of the Sanna Shareholders, at the address set forth on such Sanna Shareholder's signature page to this Agreement. Any notice given as aforesaid shall be deemed to have been given or made on, if delivered, the date on which it was delivered or, if facsimiled, on the next Business Day after it was facsimiled. Any party hereto may change its address for notice from time to time by providing notice of such change to the other Parties in accordance with the foregoing.

12.8. This Agreement may be executed in one or more counter-parts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement. The transmission by facsimile of, or e-mail transmission of a portable document format (.pdf), copy of the execution page hereof reflecting the execution of this Agreement by any Party shall be effective to evidence the Party's intention to be bound by this Agreement and that Party's agreement to the terms, provisions and conditions hereof, all without the necessity of having to produce an original copy of such execution page.

12.9. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario, and each of the Parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

12.10. No claim shall be made by Sanna or any of the Sanna Shareholders against the Purchaser, or by the Purchaser against Sanna or any of the Sanna Shareholders, as a result of any misrepresentation or as a result of the breach of any covenant or warranty herein contained unless the aggregate loss or damage to such party exceeds \$5,000.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Closing Date.

**AGRAFLORA ORGANICS
INTERNATIONAL INC.**

Signed "Brandon Boddy"

Name: Brandon Boddy
Title: Chief Executive Officer

SANNA HEALTH CORP.

Signed "Gennaro Adamo"

Name: Gennaro Adamo
Title: Chief Executive Officer

**ACCESS ALTERNATIVE GROUP
S.A., in its capacity as agent and
representative of each of the SANNA
SHAREHOLDERS**

Signed "Jason D. Sawyer"

Name: Jason D. Sawyer
Title: Authorized Signatory

SCHEDULE 2.1

Sanna Shareholders

Sanna Shareholder	Number of Sanna Shares	Number of Purchaser Shares
0896323 BC Ltd.	312,500	134,442
10155101 Canada Limited	50,500	21,726
10X Capital Corp.	225,000	96,799
1843482 Ontario Inc.	100,000	43,022
2305502 Ontario Limited	8,345,854	3,590,498
2346028 Ontario Limited	606,000	260,710
2375649 Ontario Inc.	100,000	43,022
2397043 Ontario Inc.	218,750	94,110
2459035 Ontario Inc.	3,090,360	1,329,515
2614175 Ontario Inc.	3,172,190	1,364,719
2618178 Ontario Inc.	1,292,800	556,180
7168349 Canada Inc.	121,200	52,142
9279-5483 Quebec Inc.	121,200	52,142
Access Alternative Group S.A.	76,279,238	32,816,347
Adamo, Gennaro	505,000	217,258
Ardebili, Omid	400,000	172,086
Aspen Peak Holdings	290,937	125,165
Atacan, Ian D.	200,000	86,043
Back Bowl Management LLC	207,531	89,283
Balcin Corp S.A.	260,351	112,007
Bawa, Tamanna	176,498	75,932
Baxter, Colin Henry	200,000	86,043
Baycorp LLC	913,594	393,041
Bean, Steven	75,000	32,267
Benarroch, Sebastien		

	121,200	52,142
Biggs, Justin	750,000	322,661
Black, Gwen	100,000	43,022
Brnjas, John	1,414,000	608,322
Brueggeman, Ian Eric	31,250	13,445
Cannabis Growth Opportunity Corporation	3,125,000	1,344,417
Cannarozzo, Joseph	156,250	67,221
Cannarozzo, Sadie Yvonne	518,750	223,174
Caro, Gad	112,500	48,400
Cereghino, Anthony J.	500,000	215,107
Chand, Sadia	302,235	130,026
Comanescu, Constantin	156,250	67,221
Contronakis, James	632,813	272,245
Coronation Holdings Corp.	3,172,190	1,364,719
Crostelli, Cristian	300,000	129,065
Crupi, Michael	888,800	382,374
D'Angela Family Investments Inc.	1,000,000	430,214
Dasovich, Adam	70,000	30,115
Dayaram, Mahadeo	404,000	173,807
De Masi, Carlo	131,300	56,488
Decristofaro, Anthony	156,250	67,221
Del Giudice, John	808,000	347,613
D'Elia, Leonardo	62,500	26,889
Depaolis-Mancini, Daniela	3,030,000	1,303,547
DiCostanzo, Nello	100,000	43,022
Dinardo, Roberto	50,000	21,511
Dingsdale, Zachery	100,000	43,022
Donald & Co Ltd	1,100,000	473,235
Elaine Kartalis Revocable Trust		

	203,125	87,388
Eurasian International Corp.	260,350	112,007
Fargione, Alberto	156,250	67,221
Fiduci Famiale Phillippe Bertrand	121,200	52,142
Gasbarri, John	25,250	10,863
Gasparini, Tania	200,000	86,043
Gibson, Paul	125,000	53,777
Giordano Fimognari and Giulia DeLuca	1,800,000	774,385
Graham White and Teresa White	202,000	86,904
Greenmill Advisors LLC	304,530	131,013
Grover Investments Inc.	1,250,000	537,767
Guigui, Maurice	121,200	52,142
Gupta, Milan	50,500	21,726
Haji, Naz	156,250	67,221
Harrington Flanagan Investments Inc.	808,000	347,613
Haywood Securities Inc ITF: 1065391 Ontario Limited	156,250	67,221
Haywood Securities Inc ITF: John Szucs	156,250	67,221
Haywood Securities Inc.	1,156,250	497,435
Hermiz, Alfred	300,000	129,065
Hvasta, Mark	1,000,000	430,214
Jajou, Fared	555,500	238,984
Jimenez, Teresa	500,000	215,107
Junaid, Malik	156,550	67,350
K. Jessa Medicine Professional Corporation	156,250	67,221
Kales, Sheldon	400,000	172,085
Kalra, Vijay	50,500	21,725
Kapoor, Anil	50,500	21,725
Kellner, Susan	62,500	26,888
Khanna, Robbie		

	200,000	86,042
Koffman, Allen	468,750	201,662
Lahey, Darren Edward	187,500	80,665
Lang, Ildiko	126,250	54,314
Lori Thorpe and Steve Muscat	312,500	134,441
Lune Rise Farms Inc.	7,070,000	3,041,608
Lynwood Opportunities fund/BMO Nesbitt Burns ITF	312,500	134,441
Macdonald, Stephen M.	40,400	17,380
Mancini, Roberto	62,500	26,888
Mancini, Rosario	468,750	201,662
Mcmillan, Kenneth	494,496	212,738
McMillan, Scott Alexander	500,000	215,106
Meng Lau Marshall, Adam	1,250	537
Menna, Mario	732,250	315,023
Messier, Byron	1,500,000	645,320
Miller, Jonathan	6,742,170	2,900,571
Miller, Steve	100,000	43,021
Mintz, Donald	252,500	108,628
Morris, Marshall Ian	100,000	43,021
Nardi, Vito	125,000	53,776
National Bank Financial Inc. ITF Martin Braun 4FK02EA	300,000	129,064
Nikolaevsky, Bentley	200,000	86,042
Nissman, David	1,000,000	430,213
Oasis SB Inc.	1,330,000	572,183
Okane, Meagher	50,500	21,725
O'Neill, Dana	100,000	43,021
OSG Service Group Inc.	593,047	255,136
Pahwa, Ajay	156,250	67,220
Paliy, Michael		

	30,300	13,035
Parkside Property Investments LLC	1,654,375	711,734
Paterson, G. Scott	468,750	201,662
Pathangay Associates LLC	500,000	215,106
Pearce, William Jr.	156,250	67,220
PHD Intellect LLC	290,880	125,140
PI Financial Corp. ITF Cannaincome Fund A/C 026-0074-0	625,000	268,883
PI Financial Corp. ITF TY & Sons Investments Inc. A/C 025-7763-3	937,500	403,325
Piacentini, Frank	500,000	215,106
Poorandokht, Atyabi	100,000	43,021
Primary Investments Inc.	1,010,000	434,515
Quinsam Capital Corporation	3,100,000	1,333,661
Rabovsky, Neil	93,750	40,332
Ratnarajah, Balarajah	62,500	26,888
Ringle, James G.	248,157	106,760
Romeo D'Angela and Beatrice D'Angela	1,000,000	430,213
Ruby, Dave	168,334	72,419
Ruby, Greg	56,000	24,091
Ryder, John	500,000	215,106
Sage DDS Inc.	121,200	52,141
Santia, Felicetto	474,700	204,222
Scopelliti, Domenico	50,500	21,725
Sekand, Pardeep	101,000	43,451
Siskos, Garry	400,000	172,085
Smooth Fitness Canada Inc.	629,000	270,604
Stabile, Alberto	93,750	40,332
Stabile, Claudio	62,500	26,888
Starr, Gary	500,000	215,106
Stosic, Aleksandar		

	400,000	172,085
Strazzeri, Vincenzo	312,500	134,441
Summit Capital Advisory LLC	6,742,170	2,900,571
Szucs, John	50,000	21,510
Tessari, Tina Marie	100,000	43,021
Tiribelli, Michael Paul	312,500	134,441
Ton Denturologiste Inc.	139,380	59,963
Toro Arsuga, Rafael	3,800,000	1,634,810
TWI Group Inc.	1,414,000	608,321
Ure, Christopher	80,800	34,761
Van Cleeff, Mark	94,500	40,655
Varma, Pankaj	156,250	67,220
Wiseman, Wesley	101,000	43,451
TOTAL	178,206,155	76,666,666

SCHEDULE 3.1

Sanna Shareholder Agreements

Unanimous shareholder agreement dated as of September 26, 2018, between Sanna and each of the Sanna Shareholders.

SCHEDULE 3.12

Non-Resident Sanna Shareholders

Access Alternative Group S.A.
Alfred Hermiz
Anthony Cereghino
Aspen Peak Holdings, Ltd.
Back Bowl Management LLC
Balcin Corp. S.A.
Baycorp LLC
Cristian Crostelli
David Nissman
Donald & Co. Ltd.
Eurasian International Corp.
Gary Starr
GreenMill Advisors LLC
Gwen Black
James Cotronakis
James G. Ringle
John Ryder
Jonathan Miller
Justin Biggs
Maurice Guigui
Omid Ardebeli
Parkside Property Investments LLC
Pathangay Associates LLC
PHD Intellect LLC
Rafa Toro Arsuaga
Sage DDS Inc.
Summit Capital Advisory LLC
Teresa Jimenez
William Pearce Jr.

SCHEDULE 4.2

Sanna Subsidiaries and Joint Ventures

1. Sustainable Growth Strategic Capital Corp. [wholly owned subsidiary of Sanna]
2. Canadian Commercial Growing Solutions Ltd. [wholly owned subsidiary of Sanna]

SCHEDULE 4.3

Sanna Share Capitalization

Designation of Security	Amount Authorized	Amount Outstanding
Common	Unlimited	178,206,155

SCHEDULE 4.13

Sanna Material Contracts

1. Commercial Lease Agreement dated November 1, 2018, between Coronation Holdings Corp., Sustainable Growth Strategic Capital Corp. and Sanna Health Corp., as amended December 21, 2019.
2. First mortgage against the property municipally known as 1249 Kirk Road, Binbrook, Ontario, and legally described in PIN 17382-0041 (LT) (the "**Real Property**") in favour of 1584132 Ontario Ltd., 1584130 Ontario Ltd., 1584133 Ontario Ltd., 1584135 Ontario Ltd. and Political Donors LLC, dated November 26, 2019, in the principal amount of \$1,200,000.
3. Second mortgage against the Real Property in favour of Political Donors LLC dated November 26, 2019, in the principal amount of \$100,000.
4. Secured, non-interest-bearing promissory note (the "**Note**") issued by Sanna to Giordano Fimognari and Giulia DeLuca dated November 21, 2019, in the principal amount of \$350,000.
5. Collateral mortgage against the Real Property in favour of Giordano Fimognari and Giulia DeLuca dated November 26, 2019, in the principal amount of \$350,000, being the security for the Note.
6. Lease agreement dated November 26, 2019, between Sanna and Giordano Fimognari.

SCHEDULE 4.16

Compliance

[REDACTED]

SCHEDULE 4.17

Regulatory Permits

1. Standard cultivation licence, standard processing licence and licence for sale for medical purposes by the Licence No. LIC-CD6VR2O4U2-2019, as issued under the Cannabis Act, issued to Sustainable Growth Strategic Capital Corp.
 - Issued October 11, 2019.
 - Expires October 11, 2022.

2. Cannabis licence by Licence No. 78475 6884 RD0001, as issued under the *Excise Act, 2001*, issued to Sustainable Growth Strategic Capital Corp.
 - Issued February 24, 2020.
 - Expires February 23, 2022.

SCHEDULE 4.18

Sanna Premises

Leased Premises

1. Real property located at 633 Coronation Drive, Scarborough, ON, M1E 2K4 and legally described in PIN 06393-0079(LT).

Owned Premises

1. Real property located at 1249 Kirk Road, Binbrook, Ontario, L0R 1C0, and legally described in PIN 17382-0041(LT).

SCHEDULE 4.19

Intellectual Property Rights

Nil.

SCHEDULE 6.3(d)(i)

Assumed Liabilities

1. All costs or expenses associated with or related to any employees and/or consultants;
2. Each of the following (collectively, the **"Mortgage Obligations"**):
 - a. The first mortgage against the property municipally known as 1249 Kirk Road, Binbrook, Ontario, and legally described in PIN 17382-0041 (LT) (the **"Real Property"**) dated November 26, 2019, in the principal amount of \$1,200,000;
 - b. The second mortgage against the Real Property dated November 26, 2019, in the principal amount of \$100,000;
 - c. The secured, non-interest-bearing promissory note (the **"Note"**) issued by Sanna to Giordano Fimognari and Giulia DeLuca dated November 21, 2019, in the principal amount of \$350,000; and
 - d. The collateral mortgage against the Real Property dated November 26, 2019, in the principal amount of \$350,000, being the security for the Note;
3. All costs incurred by Sanna (or any affiliate thereof) under any lease and/or mortgage with respect to any real property or facilities of Sanna (or any affiliate thereof), including, without limitation the Mortgage Obligations set forth in Item 2;
4. All accrued and outstanding fees owed by Sanna (or any affiliate thereof) to McCarthy Tétrault LLP; and
5. All other costs and expenses incurred by Sanna (or any affiliate thereof) in the ordinary course of business that are currently outstanding or may be incurred in the future.

APPENDIX A

MANAGEMENT SERVICES AGREEMENT

(See attached.)

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this “Agreement”) is made and entered into this day of (the “Effective Date”) by and between **GreenMill Advisors LLC**, a Puerto Rico company, (the “Manager”) and **Sustainable Growth Strategic Capital Corp.**, a holder of licenses, as issued under the *Cannabis Act* (Canada), to cultivate, process and sell cannabis located in Canada (the “LP”). Manager and LP are sometimes referred to collectively as the “Parties” or individually as a “Party”.

RECITALS

- A. The LP is engaged in the business of operating, managing, and owning licensed cannabis facilities in Canada; and
- B. The Manager is engaged in the business of providing services to licensed cannabis operators, including, but not limited to, construction Management Services, Management Services, security Management Services, and transportation Management Services (collectively referred to as “Management Services”) in connection with Health Canada legally authorized cannabis operations, cannabis patient services, and qualified caregivers; and
- C. The LP has the need for professional services to provide legal cannabis extraction, processing, packaging and distribution service, to supply the Canadian marketplace; and
- D. The LP seeks to engage the Manager to provide Management Services to the Business, as more fully outlined in this Agreement. Therefore, the Parties agree as follows:

AGREEMENT

- 1. **Term:** The following defines the term of this Agreement:
 - a. **Initial Term:** The term of this Agreement (together with any extension thereof pursuant to Section 1.b, the “Term”) commences on the Effective Date and continues until the date that is one month from the Effective Date (the “Expiration Date”).
 - b. **Extensions of Term:** The Term of this Agreement shall automatically renew until terminated.
 - c. **Termination for Convenience During the Term:** Subject to Section 1.c.i, either Party may terminate this Agreement at any time during the Term upon delivery by such Party to the other Party of no less than 30 days’ prior written notice of such termination for convenience.
 - i. This Agreement may not be terminated by either Party during the period between the Effective Date and the Expiration Date.
 - ii. **Termination for Breach During the Term:** Either Party may terminate the Agreement prior to the expiry of the Term in the event of a Breach of this Agreement.
 - iii. To initiate a Termination for Breach during the Term, one Party must provide a written Breach Notice to the other Party. The Party receiving the Breach Notice has 30 days to cure the Breach and communicate the remedy to the notifying Party.
 - 1. Upon receipt of the Notice, it is the obligation of both of the Parties to work together to cure the Breach by establishing a

written plan to resolve the problem and identifying interim, short-term resolutions to avoid future, potential damages.

2. If the Breach cannot be resolved within 30 days, the Parties may mutually agree in a signed writing to extend the deadline but are not obligated to extend the deadline.
- iv. A breach of this Agreement (each, a “Breach”) shall only occur when:
1. The LP fails to timely pay the Manager for all of the Management Services;
 2. The LP fails to maintain its Health Canada license and administrative approvals to operate in Province of Ontario;
 3. The Manager does not substantially provide Management Services for the LP in compliance with Province of Ontario laws and regulations; or
 4. The Manager fails to provide Management Services as more fully outlined in **Exhibit A** and incorporated by reference here.
2. **Management Services:** During the Term, and subject to the terms and conditions contained in this Agreement, the Manager will provide Management Services to the LP at 633 Coronation Dr., Scarborough ON Canada M1E 2K4 (the “Facility”). Management Services may be updated from time to time by mutual agreement to reflect the Management Services then being provided. Management Services provided by the Manager to the LP as outlined in **Exhibit A**.
3. **Compensation to Manager by LP:** In consideration of the provisions of Management Services outlined in **Exhibit A**, the LP will pay a Service Fee to the Manager as outlined in **Exhibit B**.
4. **Confidential Information:** Pursuant to this Agreement, the Parties are entrusted with confidential information belonging to the other (“Confidential Information”). The Parties agree to sign a Nondisclosure and Confidentiality Agreement (“NDA”), if requested by the other Party upon Execution of this Agreement, and incorporate it into this Agreement as **Exhibit C**.
5. **Representations, Warranties, and Covenants:** The Parties represent, warrant, and covenant to each other, and understand that the other Party is relying on such representations, warranties, and covenants that:
- a. Each Party will comply in all respects with the applicable Province of Ontario laws, rules, and regulations, as amended from time to time, in the design, construction, and operation of the Facility; and
 - b. The Parties will fully-cooperate with each other in all aspects of the Management Services, even tasks mutually agreed to be the tasks solely of one Party to this Agreement; and
 - c. Each Party has the complete right, power, and authority to enter into this Agreement and be bound by its terms without the consent of any other person or entity; and
 - d. Upon execution of this Agreement, this Agreement will constitute the valid and binding rights, benefits, or obligations of the Parties; and

- e. The Parties are not entering into this Agreement for the benefit of any other person or entity other than a Party to this Agreement; and
 - f. All information supplied by any Party or its authorized representative will be true, complete, and correct and will not fail to state a material fact necessary to make any of such information not misleading.
6. **Mutual Indemnification:** The Parties agree to fully indemnify, defend, and hold harmless the other Party and each of the other Party’s owners, employees, attorneys, accountants, representatives, and other agents (“Party Affiliates”) against all liabilities, claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys’ fees, court costs, and disbursements, incurred by a Party and/or Party’s Affiliates which are the direct or indirect consequence, in whole or in part, of: (a) any Breach of this Agreement by a Party; or (b) any act or omission of a Party or any of its respective designees, nominees, owners, employees, attorneys, accountants, representatives, and other agents, in either case notwithstanding any concurrent or contributory negligence or other malfeasance by a Party and/or a Party’s Affiliates. Each Party’s obligations or benefits under this Section survive termination of this Agreement.
7. **Non-Assignable:** Except with prior written consent of the Parties, this Agreement is personal in its nature and neither Party may assign, delegate, or transfer this Agreement or any rights, benefits, or obligations under this Agreement. The rights, benefits, or obligations of the parties to this Agreement will be binding on, and will be of benefit to, each of the Parties’ successors, assigns, heirs, and estate.
8. **Arbitration:** Any controversy or claim, including, but not limited to, errors and omissions arising out of, or relating to, this Agreement or breach of this Agreement, will be settled by arbitration. The arbitration judgment will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. This Section does not prohibit or limit the Parties’ right to seek injunctive and/or equitable relief in a court of law or other venue for the purpose of enforcing either Party’s rights under this Agreement.
9. **Notice:** In the event any notice is required to be provided pursuant to the terms of this Agreement, such notice must be provided by United States Certified Mail, Return Receipt Requested, or overnight mail. The notice is deemed received three (3) days from the date the notice is sent by that Party. All notices must be sent to the following addresses:

If to the Manager, then to: Jonathan Miller GreenMill Advisors LLC 403 del Parque, 15fl, San Juan, Puerto Rico 00912	
If to the LP, then to:	

10. **Jurisdiction:** In the event of an alleged default of or dispute arising out of or related to this Agreement, and irrespective of where the Parties currently reside or maintain their principal place of business, each consent to the jurisdiction of the Province of Ontario and will not object to the jurisdiction of that Court.
11. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario without regard to the principles of conflicts of laws thereof.
12. **Attorneys' Fees and Costs:** In the event of any future dispute arising out of or related to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs associated with that dispute.
13. **Recitals:** All recitals are incorporated in this Agreement by reference.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and/or contemporaneous agreements, representations, and understandings of the parties, oral or written, pertaining to the subject matter contained in this Agreement are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless in writing and signed by the parties.
15. **Time:** Time is of the essence for this Agreement and each provision contained in this Agreement. Any extension of time granted for the performance of any right, benefit, or obligation under this Agreement will not be considered an extension of time for the performance of any other right, benefit, or obligation under this Agreement.
16. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which when executed and delivered is an original, and all of which when executed constitute one and the same instrument. Any Party may deliver its signed counterpart of this Agreement to the other Party by electronic mail or facsimile transmission and such delivery is deemed made upon receipt of such electronic or facsimile transmission by the other Party.
17. **Waiver:** No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, and no waiver is a continuing waiver except as expressly provided in this Agreement. No waiver will be binding unless executed in writing by the Party making the waiver.
18. **No Third-Party Beneficiaries:** Nothing in this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than the Parties. All duties and responsibilities undertaken under this Agreement are for the sole and exclusive benefit of the Parties and not for the benefit of any other party.
19. **Further Acts:** Each party to this Agreement will perform any further acts and execute and deliver any documents that may be reasonably necessary or appropriate to fully carry out the provisions, intent, and purposes of this Agreement.

20. **Headings:** The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.
21. **Severability:** In the event any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining provisions remain in full force and effect.
22. **No Public Statement or Information Disclosures:** The LP will not make, permit to be made, or aid others in making any public statement or information disclosure regarding the existence of this Agreement, the action or inaction of the Manager pursuant to this Agreement, or otherwise about the Manager, its agents, its affiliates, or its business, regardless of the truth, relevance, or importance of such statement or information disclosure. The Manager is entitled to the grant of equitable remedies in order to enforce the foregoing, including, without limitation, an expedited court issued affirmative injunction prohibiting the breach of the foregoing by the LP without the need to post any bond. For purposes of the foregoing, a “public statement” includes, without limitation, a statement to any person or entity that is not a Party to this Agreement, whether or not such person or entity will or may disseminate such information. This Section survives termination of this Agreement.
23. **Representation by Counsel:** Each Party has been represented by or has had the opportunity to be represented by legal counsel of its own choice. This Agreement has been negotiated among the Parties and if there is any ambiguity, no presumption construing the Agreement against any party will be imposed because this Agreement was prepared by legal counsel for either Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

MANAGER

By: _____
Jonathan Miller, Managing Member

LP

By: _____
Name:
Title:

Exhibit A: Management Services

- 1. Manager Decisions**
 - a. LP shall appoint a liaison who shall act on the behalf of LP with regard to mutually agreed upon plans to operate the Facility for the purpose of Sanna cannabis products.
- 2. Periodic Inspection and Access**
 - a. LP shall be provided access to the Facility during working hours with one hour advance notice.
- 3. Regulatory Delay**
 - a. Manager commitments shall be subject to regulatory delays of any kind and shall not constitute a breach of this agreement.

Exhibit B: Management Services Fee and Production Schedule

Management Services Fee

- 1. Service Fee Amount**
 - a. **C\$30,000 Gross (Thirty thousand Canadian dollars per month).**
 - b. **To be paid monthly: C\$15,000 paid separately to each of GreenMill and Access Alternative Group S.A., being invoiced not later than the 15th of each month and paid within 5 business days by wire transfer.**
- 2. Included Services**
 - a. **Management of build out, start up, training, operations of Facility during term of agreement.**
- 3. Not Included Services**
 - a. **Anything outside of the stated and defined scope as mutually agreed to in writing.**
- 4. Production**
 - a. **As per SOPs delivered by Sanna Health Corp.**
- 5. Inventory Management**
 - a. **As per Ample Organics and Health Canada guidelines.**
- 6. Quality**
 - a. **As per SOPs provided by Sanna Health Corp.**
- 7. Product Inspection**
 - a. **LP shall be responsible for Product Inspection through its liaison on a regular basis as determined by LP.**

Exhibit C: Nondisclosure and Confidentiality Agreements (“NDA”)

THIS AGREEMENT (hereinafter referred to as the “**Agreement**”), entered into as of _____ 2019 between GreenMill Advisors LLC of 403 del Parque, 15fl, San Juan, Puerto Rico 00912 and Sustainable Growth Strategic Capital Corp., located at 633 Coronation Drive, Scarborough, ON M1E 2K4.

The parties to this Agreement may also be referred to herein individually as “**Party**” or collectively as “**Parties**”. As consideration for either Party providing confidential information (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), the Disclosing Party and Receiving Party hereby agree as follows:

1. In connection with the Receiving Party evaluating the Disclosing Party’s confidential information for the purpose of entering a commercial relationship permitting use of the Disclosing Party’s technology; or for investing capital into the Disclosing Party; or for partnering with the Disclosing Party for any other mutually agreed business purpose (the “**Business Purpose**”), the Disclosing Party is willing, in accordance with the terms and conditions of this Agreement, to disclose (either through itself or its representatives) to the Receiving Party (or its representatives) certain confidential information, whether in written form, or communicated orally or by any other means, which may include, without limitation, plans, operations, expansions, patents granted, patent applications filed, intellectual property, processes, formulations, recipes, engineering, logistical and other data, schematics, models and interpretations and may also include commercial, contractual and financial information, including information relating to the Disclosing Party or one or more of its projects, businesses, funds, investments or direct or indirect affiliates (including, without limitation, all subsidiaries owned as to 20% or more by the Disclosing Party, among other related parties) (hereinafter referred to as the “**Confidential Information**”).
2. The Receiving Party shall only use or permit the use of the Confidential Information disclosed under this Agreement for the agreed Business Purpose. The Receiving Party shall not use or draw upon the Confidential Information, directly or indirectly, for any purpose other than the Business Purpose and, for greater certainty and without limitation, Receiving Party shall not exploit, deconstruct, reverse engineer or make any commercial or other use, directly or indirectly, of the Confidential Information, except as provided in this Agreement. The Receiving Party shall keep the Confidential Information strictly confidential and shall not trade it, publish it or otherwise disclose it to anyone in any manner whatsoever, including by means of verbal or non-verbal communication, written, photocopy, reproduction or electronic media, without the Disclosing Party’s prior written consent, except as provided in this Agreement.
3. Neither the Receiving Party nor any of its subsidiaries or affiliates who have actually received Confidential Information will, as a result of knowledge or information obtained directly from the Confidential Information, directly or indirectly: (a) divert or attempt to divert any business of the Disclosing Party; or (b) solicit for employment or hire any officer or employee of the Disclosing Party or its affiliates or subsidiaries who the Receiving Party first meets or otherwise becomes aware of as a result of the Confidential Information; provided, that this prohibition will not prohibit the Receiving Party from: (i) making general solicitations for employment by means of advertisements, public notices, or internal or external websites or job search engines; (ii) hiring any person who responds to any general solicitation or advertisement; (iii) from using external recruiters who are not specifically instructed to target current officers or employees of the Disclosing Party or its affiliates or subsidiaries and from then hiring such persons so contacted by such recruiters; (iv) hiring any person who first approaches the Receiving Party or its affiliates without prior solicitation; or (v) from hiring officers or employees terminated by the Disclosing Party or its affiliates or subsidiaries.
4. The Receiving Party may disclose the Confidential Information without the Disclosing Party’s prior written consent only to the extent such information:

- a. is already known to the Receiving Party (as established by Receiving Party's own written records or other competent proof) as of the date of disclosure hereunder;
 - b. is already in possession of the public or becomes available to the public, other than through the breach of this Agreement or the act or omission of the Receiving Party or of any other person to whom Confidential Information is disclosed pursuant to this Agreement;
 - c. is required to be disclosed under applicable law, stock exchange regulations or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall make all reasonable efforts to give prompt written notice to the Disclosing Party prior to such disclosure or otherwise as soon as possible and provided that the Receiving Party complies with paragraph 9);
 - d. is acquired independently from a third party that has the right to disseminate such information at the time it is acquired by the Receiving Party; or
 - e. is developed by the Receiving Party independently of the Confidential Information received from the Disclosing Party.
5. The Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to such of the following persons to the extent that they have a clear need to know in order to evaluate the Disclosing Party:
 - a. employees, officers and directors of the Receiving Party; or
 - b. any consultant or agent retained by the Receiving Party,

provided that prior to making any such disclosures to persons above the Receiving Party shall first obtain a confidentiality agreement, enforceable by both the Disclosing Party and the Receiving Party, substantially in the same form and content as this Agreement, from each such person; provided, however, that in the case of outside legal counsel, the Receiving Party shall only be required to procure that such legal counsel is bound by an obligation of confidentiality.

6. The Receiving Party is responsible for any breach of this Agreement by any of its affiliates and the Receiving Party's and its affiliate's directors, offices, employees, agents, advisers, consultants or representatives to the same extent as if they were Parties hereto.
7. The Receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person.
8. The Receiving Party shall acquire no proprietary interest in or right to the Confidential Information, and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. Within two business days of receipt of such notice, the Receiving Party shall return or destroy all of the original Confidential Information and shall destroy or cause to be destroyed all copies and reproductions (in whatever form, including but not limited to, electronic media of all kinds including social media and web-housed electronic forms) in its possession and in the possession of persons to whom it was disclosed pursuant to this Agreement.
9. If the Receiving Party is requested or required (by deposition, interrogatory, request for information or documents in legal proceedings, subpoena, civil-investigative demand or similar process, in connection with any proceeding) to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt prior written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or other remedy or waive compliance with the provisions of this Agreement and the Receiving Party shall cooperate with the Disclosing Party so that the Disclosing Party may obtain such protective order. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the relevant provisions of this Agreement, the Receiving Party will disclose only that portion of the Confidential Information that, in the written opinion of the Receiving Party's counsel, is legally

required to be disclosed and shall exercise its best efforts to obtain assurances from the person requesting disclosure that confidential treatment will be accorded such Confidential Information.

10. THE DISCLOSING PARTY, HOWEVER, MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER, AND THE RECEIVING PARTY (ON BEHALF OF ITSELF AND ITS REPRESENTATIVES) EXPRESSLY ACKNOWLEDGES THE INHERENT RISK OF ERROR IN THE ACQUISITION, PROCESSING AND INTERPRETATION OF DATA. THE DISCLOSING PARTY, ITS AFFILIATES, THEIR OFFICERS, DIRECTORS AND EMPLOYEES SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO THE USE OF OR RELIANCE UPON THE CONFIDENTIAL INFORMATION BY THE RECEIVING PARTY (OR ITS REPRESENTATIVES).
11. The obligations of both Parties hereunder shall terminate at 5PM PST on November 13, 2021, notwithstanding that the Confidential Information may have been returned or copies thereof destroyed prior to the expiration of such period.
12. Receiving Party shall be liable for all claims, liabilities, damages, losses, reasonable and documented costs and expenses (including legal costs on a solicitor-and-its-own-client basis) which Disclosing Party may suffer, sustain or incur in respect of all matters or things which may arise, directly or indirectly, from any breach of Receiving Party's obligations hereunder.
13. The Receiving Party agrees that: (a) money damages may not be a sufficient remedy for any breach of this Agreement by the Receiving Party; (b) in addition to any other remedies at law or in equity that the Disclosing Party may have, the Disclosing Party may be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement.
14. If the Receiving Party desires physical access to any properties, the Receiving Party agrees to indemnify, defend and hold harmless the Disclosing Party from and against all liabilities, claims and causes of action for personal injury, death or property damage occurring on or to such property as a result of such entry onto the premises. The Receiving Party agrees to comply fully with all rules, regulations and instructions issued by the Disclosing Party regarding the Receiving Party's actions while upon, entering or leaving such properties.
15. This Agreement shall not be assigned by the Receiving Party. The Disclosing Party may assign all or any of the benefits under this Agreement including, without limitation, the right to enforce any or all of the terms of this Agreement with respect to the unauthorized use or disclosure by the Receiving Party or its representatives of the Confidential Information, to such parties as it deems appropriate.
16. It is understood and agreed by the Parties that any failure or delay by the other Party in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right (equitable or otherwise), power or privilege hereunder.
17. This Agreement shall be governed by the laws of Ontario and the federal laws of Canada as applicable therein. Each Party irrevocably and unconditionally agrees to submit exclusively to the jurisdiction of the courts of Ontario and, with respect to any legal proceedings in connection with this Agreement, waive any right to bring legal proceedings elsewhere.
18. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.
19. If any provision of this Agreement is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.
20. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

21. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
22. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto relating to the Confidential Information, whether written or oral, expressed or implied.
23. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

IN WITNESS, WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

By:

Name of Company: Sustainable Growth Strategic Capital Corp.

Signature: _____

Name of Signatory:

Title of Signatory:

By:

GreenMill Advisors LLC

Signature: _____

Name: Jonathan Miller

Title: Managing Member

APPENDIX B

ESCROW AGREEMENT

(See attached.)