

ESCROW AGREEMENT

THIS AGREEMENT is made as of the 10th day of March, 2020.

AMONG:

NATIONAL SECURITIES ADMINISTRATORS LTD. of Suite 702 – 777 Hornby Street, Vancouver, British Columbia V6Z 1S2
(the “Escrow Agent”)

AND:

AGRAFLORA ORGANICS INTERNATIONAL INC., a company incorporated under the laws of British Columbia with an office 804-750 W. Pender Street, Vancouver, British Columbia, V6C 2T7
(the “Issuer”)

AND:

THE SHAREHOLDERS OF SANNA HEALTH CORP.

(collectively, the “Securityholders”, and each, a “Securityholder” or “you”, and together with the Escrow Agent and the Issuer, the “Parties”, and “Party” means any one of them)

WHEREAS the Issuer, the Securityholders and Sanna Health Corp. (“Sanna”) entered into a share exchange agreement (the “Share Exchange Agreement”) dated as of the date hereof, pursuant to which the Issuer agreed to purchase, and the Securityholders agreed to sell, all of the issued and outstanding common shares in the capital of Sanna in consideration for an aggregate of **76,666,667** common shares in the capital of the Issuer (“Issuer Shares”, and each, an “Issuer Share”), on and subject to the terms of the Share Exchange Agreement (the “Transaction”);

AND WHEREAS this Agreement is being entered into by the Parties in connection with the proposed issuance by the Issuer to the Securityholders of common shares in the capital of the Issuer in connection with the Transaction and pursuant to the terms of the Share Exchange Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained, the Parties agree as follows:

PART 1 ESCROW

1.1 Appointment of Escrow Agent

The Issuer and the Securityholders hereby appoint the Escrow Agent to act as escrow agent under and pursuant to the terms of this Agreement. The Escrow Agent hereby accepts such appointment as escrow agent under this Agreement.

1.2 Deposit and Receipt of Escrow Securities in Escrow

- (1) The Issuer has deposited with the Escrow Agent the number of Issuer Shares (the “Escrow Securities”) listed opposite the name of each Securityholder set forth in Schedule “A” to be held in escrow and released by the Escrow Agent to each Securityholder, as further described in Schedule “A”, pursuant to the terms of this Agreement.
- (2) The Escrow Agent hereby confirms to the Issuer and the Securityholders that it has received the Escrow Securities, which will permit the Escrow Agent to effect the releases of the Escrow

Securities on and subject to the terms set forth herein.

1.3 Direction to Escrow Agent

The Issuer and the Securityholders direct the Escrow Agent to hold the Escrow Securities in escrow until they are released from escrow to the Securityholders pursuant to the terms of this Agreement.

PART 2 RELEASE OF ESCROW SECURITIES

2.1 Release Schedule

2.1.1

The following conditions will apply to the release of Escrow Securities:

- (1) Subject to section 2.1.1(6), upon the achievement of each applicable release date set out in section 2.1.1(3) (each, a "**Release Date**"), the Issuer shall promptly, and in any case no later than 3 calendar days following the achievement of the applicable Release Date, deliver to the Escrow Agent a direction, duly executed by the Issuer and substantially in form attached hereto as Schedule "B" (each, a "**Release Direction**"), notifying the Escrow Agent of the achievement of a Release Date and directing the Escrow Agent to release to each of the Securityholders the portion of the Escrow Securities to which each such Securityholder is entitled under section 2.1.1(3) and Schedule "A" hereto.
- (2) The Escrow Agent will not release Escrow Securities from escrow unless the Escrow Agent has received from the Issuer a Release Direction with respect to each portion of the Escrow Securities set forth in section 2.1.1(3).
- (3) The Escrow Securities shall be released by the Escrow Agent to the Securityholders according the following schedule:

Proportion of Escrow Securities	Release Date
One third (1/3) of the Escrow Securities.	The date that is six (6) calendar months following the date of this Agreement.
One third (1/3) of the Escrow Securities.	The date that is twelve (12) calendar months following the date of this Agreement.
One third (1/3) of the Escrow Securities.	The earlier of: (i) the date that is eighteen (18) calendar months from the date of this Agreement; and (ii) the date on which Sanna achieves the Licence Milestone (as such term is defined in the Share Exchange Agreement).

- (4) In the event any fractional interest in any of the Escrow Securities would be deliverable to a Securityholder in connection with the release of Escrow Securities by the Escrow Agent on either of the first and second Release Dates set forth in section 2.1.1(3), the number of Escrow Securities to be released and delivered to such Securityholder on the applicable date of release shall be rounded up to the nearest whole Issuer Share held in escrow and, in each case, the number of Escrow Securities to be delivered to such Securityholder on the third Release Date set forth in section 2.1.1(3) shall be reduced by the corresponding amount to equal, together with the numbers of the Escrow Securities released and delivered to such Securityholder in connection with the first

and second Release Dates, the total number of Escrow Securities to which such Securityholder is entitled under this Agreement, as further described in Schedule "A" hereto.

- (5) Following receipt by the Escrow Agent of any Release Direction, the Escrow Agent shall promptly, and in case no later than 5 calendar days following the date of the applicable Release Direction, release to the Securityholders the applicable Escrow Securities from escrow to which such Securityholders are entitled under section 2.1.1(3) and Schedule "A" hereto.
- (6) In the event Sanna fails to achieve the Licence Milestone (as such term is defined in the Share Exchange Agreement) within 24 calendar months of the date of this Agreement (the "**Cancellation Date**"), the Escrow Securities that are held in escrow by the Escrow Agent as at such Cancellation Date shall immediately be cancelled.
- (7) For the purposes of cancellation of Escrow Securities under this section, each Securityholder irrevocably appoints the Escrow Agent as his or her attorney, with authority to appoint substitute attorneys, as necessary.

2.2 Delivery of Share Certificates for Escrow Securities

The Escrow Agent will send to each Securityholder the share certificates or other evidence of each Securityholder's Escrow Securities in the possession of the Escrow Agent released from escrow to the Securityholders no later than 5 calendar days following the date of the applicable Release Direction.

2.3 Replacement Certificates

If, on the date a Securityholder's **Escrow** Securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more Escrow Securities than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Issuer or its transfer agent and request replacement share certificates or other evidence. The Issuer will cause, at the sole cost and expense of the Issuer, replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholder or at the Securityholder's direction, the replacement share certificate or other evidence of the Escrow Securities released. The Escrow Agent and Issuer will act as soon as reasonably practicable.

2.4 Release upon Death

- (1) If a Securityholder dies, the Securityholder's Escrow Securities will be released from escrow. The Escrow Agent will deliver the share certificates or other evidence of the Escrow Securities in the possession of the Escrow Agent to the Securityholder's legal representative.
- (2) Prior to delivery the Escrow Agent must receive:
 - (a) a certified copy of the death certificate; and
 - (b) any evidence of the legal representative's status that the Escrow Agent may reasonably require.

PART 3 EARLY RELEASE

3.1 Early Release at Discretion of the Issuer

The Issuer may allow further releases from escrow in its sole discretion.

PART 4 DEALING WITH ESCROW SECURITIES

4.1 Restriction on Transfer, etc.

Unless it is expressly permitted in this Agreement, you will not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with your Escrow Securities or any related share certificates or other evidence of the Escrow Securities. If a Securityholder is a private company controlled by one or more principals (as defined in section 3.5 of the National Policy 46-201 – *Escrow for Initial Public Offerings* (the "**Policy**")) of the Issuer, the Securityholder may not participate in a transaction that results in a change of its control or a change in the economic exposure of the principals to the risks of holding Escrow Securities.

4.2 Pledge, Mortgage or Charge as Collateral for a Loan

You may pledge, mortgage or charge your Escrow Securities to a financial institution as collateral for a loan, provided that no Escrow Securities or the share certificates or other evidence of Escrow Securities will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. The loan agreement must provide that the Escrow Securities will remain in escrow if the lender realizes on the Escrow Securities to satisfy the loan.

4.3 Voting of Escrow Securities

You may exercise any voting rights attached to your Escrow Securities.

4.4 Dividends on Escrow Securities

You may receive a dividend or other distribution on your Escrow Securities, and elect the manner of payment from the standard options offered by the Issuer. If the Escrow Agent receives a dividend or other distribution on your Escrow Securities the Escrow Agent will pay the dividend or other distribution to you on receipt.

4.5 Exercise of Other Rights Attaching to Escrow Securities

You may exercise your rights to exchange or convert your Escrow Securities in accordance with this Agreement, or any similar rights that you may receive or acquire in the future.

PART 5 PERMITTED TRANSFERS WITHIN ESCROW

5.1 Transfer to Directors and Senior Officers

- (1) You may transfer Escrow Securities within escrow to existing or, upon their appointment, incoming directors or senior officers of the Issuer or any of its material operating subsidiaries, if the Issuer's board of directors has approved the transfer.
- (2) Prior to the transfer the Escrow Agent must receive:
 - (a) a certified copy of the resolution of the board of directors of the Issuer approving the transfer;
 - (b) a certificate signed by a director or officer of the Issuer authorized to sign, stating that the transfer is to a director or senior officer of the Issuer or a material operating subsidiary and that any required approval from the Canadian exchange the Issuer is listed on has been received;
 - (c) an acknowledgment in the form attached as Schedule "C" completed and signed by the transferee in question;

- (d) copies of the letters sent to the securities regulators described in subsection (3) accompanying the acknowledgement; and
 - (e) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.
- (3) At least 10 days prior to the transfer, the Issuer will file a copy of the acknowledgement with the securities regulators in the jurisdictions in which it is a reporting issuer.

5.2 Transfer to Other Principals

- (1) You may transfer Escrow Securities within escrow:
- (a) to a person or company that before the proposed transfer holds more than 20% of the voting rights attached to the Issuer's outstanding securities; or
 - (b) to a person or company that after the proposed transfer
 - (i) will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and
 - (ii) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries.
- (2) Prior to the transfer the Escrow Agent must receive:
- (a) a certificate signed by a director or officer of the Issuer authorized to sign stating that
 - (i) the transfer is to a person or company that the officer believes, after reasonable investigation, holds more than 20% of the voting rights attached to the Issuer's outstanding securities before the proposed transfer, or
 - (ii) the transfer is to a person or company that
 - (A) the officer believes, after reasonable investigation, will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and
 - (B) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries after the proposed transfer, and
 - (iii) any required approval from the Canadian exchange the Issuer is listed on has been received;
 - (b) an acknowledgment in the form attached as Schedule "C" completed and signed by the transferee in question;
 - (c) copies of the letters sent to the securities regulators accompanying the acknowledgement; and
 - (d) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent.
- (3) At least 10 days prior to the transfer, the Issuer will file a copy of the acknowledgement with the securities regulators in the jurisdictions in which it is a reporting issuer.

5.3 Transfer upon Bankruptcy

- (1) You may transfer Escrow Securities within escrow to a trustee in bankruptcy or another person or company entitled to Escrow Securities on bankruptcy.
- (2) Prior to the transfer, the Escrow Agent must receive:
 - (a) a certified copy of either
 - (i) the assignment in bankruptcy filed with the federal Superintendent of Bankruptcy, or
 - (ii) the receiving order adjudging the Securityholder bankrupt;
 - (b) a certified copy of a certificate of appointment of the trustee in bankruptcy;
 - (c) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
 - (d) an acknowledgment in the form attached as Schedule "C" completed and signed by:
 - (i) the trustee in bankruptcy, or
 - (ii) on direction from the trustee, with evidence of that direction attached to the acknowledgment form, another person or company legally entitled to the Escrow Securities.
- (3) Within 10 days after the transfer, the transferee of the Escrow Securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

5.4 Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities

- (1) You may transfer within escrow to a financial institution the Escrow Securities you have pledged, mortgaged or charged under section 4.2 to that financial institution as collateral for a loan on realization of the loan.
- (2) Prior to the transfer the Escrow Agent must receive:
 - (a) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the Escrow Securities;
 - (b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
 - (c) an acknowledgment in the form attached as Schedule "C" completed and signed by the financial institution in question.
- (3) Within 10 days after the transfer, the transferee of the Escrow Securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

5.5 Transfer to Certain Plans and Funds

- (1) You may transfer Escrow Securities within escrow to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the annuitant of the RRSP or RRIF, or the beneficiaries of the other registered plan or fund are limited to you and your spouse, children and parents, or, if you are the trustee of

such a registered plan or fund, to the annuitant of the RRSP or RRIF, or a beneficiary of the other registered plan or fund, as applicable, or his or her spouse, children and parents.

- (2) Prior to the transfer the Escrow Agent must receive:
- (a) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP or RRIF, or the beneficiaries of the other registered plan or fund do not include any person or company other than you and your spouse, children and parents;
 - (b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
 - (c) an acknowledgment in the form attached as Schedule "C" completed and signed by the applicable trustee of the plan or fund.
- (3) Within 10 days after the transfer, the transferee of the Escrow Securities will file a copy of the acknowledgment with the securities regulators in the jurisdictions in which the Issuer is a reporting issuer.

5.6 Effect of Transfer Within Escrow

After the transfer of Escrow Securities within escrow, the Escrow Securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred on the same terms that applied before the transfer. The Escrow Agent will not deliver the share certificates or other evidence of the Escrow Securities to transferees under this Part 5.

PART 6 BUSINESS COMBINATIONS

6.1 Business Combinations

This Part applies to the following (each, a "**business combination**"):

- (a) a formal take-over bid for all outstanding equity securities of the Issuer or which, if successful, would result in a change of control of the Issuer;
- (b) a formal issuer bid for all outstanding equity securities of the Issuer;
- (c) a statutory arrangement;
- (d) an amalgamation;
- (e) a merger; or
- (f) a reorganization that has an effect similar to an amalgamation or merger.

6.2 Delivery to Escrow Agent

You may tender your Escrow Securities to a person or company in a business combination. At least 5 business days prior to the date the Escrow Securities must be tendered under the business combination, you must deliver to the Escrow Agent:

- (a) a written direction (each, a "**Securityholder Direction**") signed by you that directs the Escrow Agent to deliver to the applicable depositary under the business combination the share certificates or other evidence of the Escrow Securities and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the applicable depositary, and any other documentation specified or provided by you and required to be delivered to the applicable depositary under the business combination; and
- (b) any other information concerning the business combination as the Escrow Agent may reasonably request.

6.3 Delivery to Depositary

As soon as reasonably practicable, and in any event no later than 3 business days after the Escrow Agent receives the documents and information required under section 6.2, the Escrow Agent will deliver to the applicable depositary, in accordance with the applicable Securityholder Direction, the share certificates or other evidence of the Escrow Securities, and a letter addressed to the applicable depositary that:

- (a) identifies the Escrow Securities that are being tendered;
- (b) states that the Escrow Securities are held in escrow;
- (c) states that the Escrow Securities are delivered only for the purposes of the business combination in question and that they will be released from escrow only after the Escrow Agent receives the information described in section 6.4;
- (d) if the share certificates or other evidence of the Escrow Securities have been delivered to the applicable depositary, requires such depositary to return to the Escrow Agent, as soon as practicable, the share certificates or other evidence of Escrow Securities that are not released from escrow into the business combination; and
- (e) where applicable, requires the applicable depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, the share certificates that you acquire and/or receive under the business combination in question.

6.4 Release of Escrow Securities to Depositary

The Escrow Agent will release from escrow the tendered Escrow Securities when the Escrow Agent receives a declaration signed by the applicable depositary or, if any Securityholder Direction identifies the applicable depositary as acting on behalf of another person or company in respect of the business combination in question, by that other person or company, that:

- (a) the terms and conditions of such business combination have been met or waived; and
- (b) the Escrow Securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under such business combination.

6.5 Escrow of New Securities

If you receive securities ("**New Securities**") of another issuer ("**Successor Issuer**") in exchange for your Escrow Securities, the New Securities will be subject to escrow in substitution for the tendered Escrow Securities if, immediately after completion of the business combination in question:

- (a) the Successor Issuer is not an **exempt issuer** (as defined in section 3.2 of the Policy);
- (b) you are a **principal** (as defined in section 3.5 of the Policy) of the Successor Issuer; and
- (c) you hold more than 1% of the voting rights attached to the Successor Issuer's outstanding securities (In calculating this percentage, include securities that may be issued to you under outstanding convertible securities in both your securities and the total securities outstanding.)

6.6 Release from Escrow of New Securities

- (1) As soon as reasonably practicable after the Escrow Agent receives:

- (a) a certificate from the Successor Issuer signed by a director or officer of the Successor Issuer authorized to sign
 - (i) stating that it is a Successor Issuer to the Issuer as a result of a business combination and whether it is an emerging issuer or an established issuer under the Policy, and
 - (ii) listing the Securityholders whose New Securities are subject to escrow under section 6.5, the Escrow Securities of the Securityholders whose New Securities are not subject to escrow under section 6.5 will be released, and the Escrow Agent will send the share certificates or other evidence of the Escrow Securities in the possession of the Escrow Agent in accordance with sections 2.2 and 2.3.
- (2) If your New Securities are subject to escrow the Escrow Agent will hold your New Securities in escrow on the same terms and conditions, including release dates, as applied to the Escrow Securities that you exchanged.

PART 7 ADJUSTMENTS TO SHARE CAPITAL

7.1 Inclusion in Adjustments to Share Capital

Notwithstanding the Escrow Securities being held in escrow by the Escrow Agent pursuant to this Agreement, if, at any time during the period in which the Escrow Securities are held in escrow by the Escrow Agent, the Issuer shall (each, a "**Capital Adjustment**"):

- (1) subdivide, re-divide or change its outstanding Issuer Shares into a greater number of Issuer Shares;
- (2) fix a record date for the issue of, or issue, Issuer Shares or securities exchangeable for, or convertible into, Issuer Shares to all or substantially all of the holders of Issuer Shares by way of stock dividend or other distribution (other than a distribution of Issuer Shares upon the exercise of exchangeable or convertible securities of the Issuer or pursuant to the exercise of any director, officer or employee stock options or other securities issuable under similar type equity compensation plans of the Issuer); or
- (3) fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of its outstanding Issuer Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Issuer Shares (or securities exchangeable or convertible into Issuer Shares) at a price per Issuer Share (or having an exchange or conversion price per Issuer Share) less than 95% of the price of the Issuer Shares on a recognized Canadian stock exchange on such record date;

each of the Securityholders and the Escrow Securities registered in the name of such Securityholder, as applicable, shall be included in and be privy to all rights and entitlements as part of the Capital Adjustment in question.

PART 8 RESIGNATION OF ESCROW AGENT

8.1 Resignation of Escrow Agent

- (1) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer.
- (2) If the Issuer wishes to terminate the Escrow Agent as escrow agent, subject to receiving prior written consent of a director or officer of Sanna, the Issuer will give written notice to the Escrow Agent.

- (3) If the Escrow Agent resigns or is terminated, the Issuer will, at the sole cost and expense of the Issuer, be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that is acceptable to Sanna and the securities regulators having jurisdiction in the matter and that has accepted such appointment, which appointment will be binding on the Issuer and the Securityholders.
- (4) The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the "**resignation or termination date**"), provided that the resignation or termination date will not be less than 10 business days before a release date.
- (5) If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the Issuer's expense, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.
- (6) On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.
- (7) If any changes are made to Part 8 of this Agreement as a result of the appointment of the successor Escrow Agent, those changes must not be inconsistent with the Policy and the terms of this Agreement and the Issuer to this Agreement will file a copy of the new Agreement with the securities regulators with jurisdiction over this Agreement and the Escrow Securities.

PART 9 OTHER CONTRACTUAL ARRANGEMENTS

9.1 Escrow Agent Not a Trustee

The Escrow Agent accepts duties and responsibilities under this Agreement, and the Escrow Securities and the share certificates or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

9.2 Escrow Agent Not Responsible for Genuineness

The Escrow Agent will not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any escrow security deposited with it.

9.3 Escrow Agent Not Responsible for Furnished Information

The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of Escrow Securities within escrow under this Agreement.

9.4 Escrow Agent Not Responsible after Release

Following the release of Escrow Securities to a Securityholder at the direction of the Issuer pursuant to the terms of this Agreement, the Escrow Agent will have no responsibility for such Escrow Securities that it has released to such Securityholder.

9.5 Indemnification of Escrow Agent

The Issuer and each Securityholder hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the Escrow Securities, the resignation or termination of the Escrow Agent and the termination of this Agreement.

9.6 Additional Provisions

- (1) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "**Documents**", and each, a "**Document**") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.
- (2) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties and approved by the Exchange, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.
- (3) The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.
- (4) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.
- (5) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under the Policy or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.
- (6) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.
- (7) Any entity resulting from the merger, amalgamation or continuation of Computershare or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the Escrow Agent hereunder without further act or formality. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

9.7 Limitation of Liability of Escrow Agent

The Escrow Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, wilful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or willful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars (\$3,000.00), whichever amount shall be greater.

9.8 Remuneration of Escrow Agent

The Issuer will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

PART 10 NOTICES

10.1 Notice to Escrow Agent

Documents will be considered to have been delivered to the Escrow Agent on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

National Securities Administrators Ltd.
702 - 777 Hornby Street,
Vancouver, BC, V6Z 1S2
Fax: 604-559-8908

10.2 Notice to Issuer

Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

AgraFlora Organics International Inc.
804-750 W. Pender Street
Vancouver, British Columbia V6C 2T7
Fax: 604 685-6905

10.3 Deliveries to Securityholders

Documents will be considered to have been delivered to a Securityholder on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.

The share certificates or other evidence of a Securityholder's Escrow Securities will be sent to the Securityholder's address on the Issuer's share register unless the Securityholder has advised the Escrow Agent in writing otherwise at least 10 business days before the Escrow Securities are released from escrow. The Issuer will provide the Escrow Agent with each Securityholder's address as listed on the Issuer's share register.

10.4 Change of Address

- (1) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Securityholder.
- (2) The Issuer may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to each Securityholder.
- (3) A Securityholder may change that Securityholder's address for delivery by delivering notice of the change of address to the Issuer and to the Escrow Agent.

10.5 Postal Interruption

A Party to this Agreement will not mail a document it is required to mail under this Agreement if the Party is aware of an actual or impending disruption of postal service.

PART 11 GENERAL

11.1 Interpretation - "holding securities"

When this Agreement refers to securities that a Securityholder "holds", it means that the Securityholder has direct or indirect beneficial ownership of, or control or direction over, the securities.

11.2 Further Assurances

The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this Agreement which are necessary to carry out the intent of this Agreement.

11.3 Time

Time is of the essence of this Agreement.

11.4 Governing Laws

The laws of the Province of Ontario and the laws of Canada applicable therein will govern this Agreement.

11.5 Consent to Amendment

The consent of the Principal Regulator to any amendment of this Agreement will evidence the consent of all securities regulators with jurisdiction.

11.6 Counterparts and Electronic Transmission

The Parties may execute this Agreement by fax, by electronic transmission and/or in counterparts, each of which will be considered an original and all of which will be considered and deemed one agreement, and will be as effective as delivery of a manually executed copy of the Agreement by such Party.

11.7 Singular and Plural

Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

11.8 Language

This Agreement has been drawn up in the English language at the request of all Parties. Cette convention

a été rédigé en anglais à la demande de toutes les Parties.

11.9 Benefit and Binding Effect

This Agreement will benefit and bind the Parties and their heirs, executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a Party to this Agreement.

11.10 Entire Agreement

This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

11.11 Successor to Escrow Agent

Any corporation with which the Escrow Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent under this Agreement without any further act on its part or on the part or any of the Parties, provided that the successor is recognized as a transfer agent by the Canadian exchange the Issuer is listed on (or if the Issuer is not listed on a Canadian exchange, by any Canadian exchange) and notice is given to the securities regulators with jurisdiction.

[Signature Page Follows]

The Parties have executed and delivered this Agreement as of the date set out above.

NATIONAL SECURITIES ADMINISTRATORS LTD.

Signed "National Securities Administrators Ltd."

Name:

Title:

AGRAFLORA ORGANICS INTERNATIONAL INC.

Signed "Brandon Boddy"

Name: Brandon Boddy

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

SANNA HEALTH CORP.

Signed "Gennaro Adamo"

Name: Gennaro Adamo

Title: Chief Executive Officer

SCHEDULE "A"

SECURITYHOLDERS AND ESCROW SECURITIES

Per Escrow Agreement dated:

March 10, 2020

(note 1)

Release date		6th month 10-Sep-20	12th month 10-Mar-21	18th month 10-Sep-21
Registered Shareholder	Initial shares in escrow	1/3	1/3	remaining
1 0896323 B.C. LTD.	134,442	44,814	44,814	44,814
	Remaining	89,628	44,814	-
2 10155101 CANADA LIMITED	21,726	7,242	7,242	7,242
	Remaining	14,484	7,242	-
3 10X CAPITAL CORP.	96,799	32,266	32,266	32,267
	Remaining	64,533	32,267	-
4 1843482 ONTARIO INC.	43,022	14,340	14,340	14,342
	Remaining	28,682	14,342	-
5 2305502 ONTARIO LIMITED	3,590,498	1,196,832	1,196,832	1,196,834
	Remaining	2,393,666	1,196,834	-
6 2346028 ONTARIO LIMITED	260,710	86,903	86,903	86,904
	Remaining	173,807	86,904	-
7 2375649 ONTARIO INC.	43,022	14,340	14,340	14,342
	Remaining	28,682	14,342	-
8 2397043 ONTARIO INC.	94,110	31,370	31,370	31,370
	Remaining	62,740	31,370	-
9 2459035 ONTARIO INC.	1,329,515	443,171	443,171	443,173
	Remaining	886,344	443,173	-
10 2614175 ONTARIO INC.	1,364,719	454,906	454,906	454,907
	Remaining	909,813	454,907	-
11 2618178 ONTARIO INC.	556,180	185,393	185,393	185,394
	Remaining	370,787	185,394	-
12 7168349 CANADA INC.	52,142	17,380	17,380	17,382
	Remaining	34,762	17,382	-
13 9279-5483 QUEBEC INC.	52,142	17,380	17,380	17,382
	Remaining	34,762	17,382	-
14 ACCESS ALTERNATIVE GROUP S.A.	32,816,347	10,938,782	10,938,782	10,938,783
	Remaining	21,877,565	10,938,783	-
15 ADAM DASOVICH	30,115	10,038	10,038	10,039
	Remaining	20,077	10,039	-
16 ADAM MENG LAU MARSHALL	537	179	179	179
	Remaining	358	179	-
17 AJAY PAHWA	67,220	22,406	22,406	22,408
	Remaining	44,814	22,408	-
18 ALBERTO FARGIONE	67,221	22,407	22,407	22,407
	Remaining	44,814	22,407	-
19 ALBERTO STABILE	40,332	13,444	13,444	13,444
	Remaining	26,888	13,444	-
20 ALEKSANDAR STOSIC	172,085	57,361	57,361	57,363
	Remaining	114,724	57,363	-
21 ALFRED HERMIZ	129,065	43,021	43,021	43,023
	Remaining	86,044	43,023	-
22 ALLEN KOFFMAN	201,662	67,220	67,220	67,222
	Remaining	134,442	67,222	-
23 ANIL KAPOOR	21,725	7,241	7,241	7,243
	Remaining	14,484	7,243	-
24 ANTHONY DECRISTOFARO	67,221	22,407	22,407	22,407
	Remaining	44,814	22,407	-
25 ANTHONY J. CEREGHINO	215,107	71,702	71,702	71,703
	Remaining	143,405	71,703	-
26 ASPEN PEAK HOLDINGS	(U.S.) 125,165	41,721	41,721	41,723
	Remaining	83,444	41,723	-
27 BACK BOWL MANAGEMENT LLC	89,283	29,761	29,761	29,761
	Remaining	59,522	29,761	-
28 BALARAJAH RATNARAJAH	26,888	8,962	8,962	8,964
	Remaining	17,926	8,964	-
29 BALCIN CORP S.A.	(U.S.) 112,007	37,335	37,335	37,337
	Remaining	74,672	37,337	-

Release date		6th month 10-Sep-20	12th month 10-Mar-21	18th month 10-Sep-21
Registered Shareholder	Initial shares in escrow	1/3	1/3	remaining
30 BAYCORP LLC	393,041	131,013	131,013	131,015
	Remaining	262,028	131,015	-
31 BENTLEY NIKOLAEVSKY	86,042	28,680	28,680	28,682
	Remaining	57,362	28,682	-
32 BMO NESBITT BURNS ITF LYNWOOD OPPORTUNITIES FUND	134,441	44,813	44,813	44,815
	Remaining	89,628	44,815	-
33 BYRON MESSIER	645,320	215,106	215,106	215,108
	Remaining	430,214	215,108	-
34 CANNABIS GROWTH OPPORTUNITY CORPORATION	1,344,417	448,139	448,139	448,139
	Remaining	896,278	448,139	-
35 CARLO DE MASI	56,488	18,829	18,829	18,830
	Remaining	37,659	18,830	-
36 CHRISTOPHER URE	34,761	11,587	11,587	11,587
	Remaining	23,174	11,587	-
37 CLAUDIO STABILE	26,888	8,962	8,962	8,964
	Remaining	17,926	8,964	-
38 COLIN HENRY BAXTER	86,043	28,681	28,681	28,681
	Remaining	57,362	28,681	-
39 CONSTANTIN COMANESCU	67,221	22,407	22,407	22,407
	Remaining	44,814	22,407	-
40 CORONATION HOLDINGS CORP. (U.S.)	1,364,719	454,906	454,906	454,907
	Remaining	909,813	454,907	-
41 CRISTIAN CROSTELLI	129,065	43,021	43,021	43,023
	Remaining	86,044	43,023	-
42 DANA O'NEILL	43,021	14,340	14,340	14,341
	Remaining	28,681	14,341	-
43 D'ANGELA FAMILY INVESTMENTS INC.	430,214	143,404	143,404	143,406
	Remaining	286,810	143,406	-
44 DANIELA DEPAOLIS-MANCINI	1,303,547	434,515	434,515	434,517
	Remaining	869,032	434,517	-
45 DARREN EDWARD LAHEY	80,665	26,888	26,888	26,889
	Remaining	53,777	26,889	-
46 DAVE RUBY	72,419	24,139	24,139	24,141
	Remaining	48,280	24,141	-
47 DAVID NISSMAN	430,213	143,404	143,404	143,405
	Remaining	286,809	143,405	-
48 DOMENICO SCOPELLITI	21,725	7,241	7,241	7,243
	Remaining	14,484	7,243	-
49 DONALD & CO LTD.	473,235	157,745	157,745	157,745
	Remaining	315,490	157,745	-
50 DONALD MINTZ	108,628	36,209	36,209	36,210
	Remaining	72,419	36,210	-
51 ELAINE KARTALIS REVOCABLE TRUST	87,388	29,129	29,129	29,130
	Remaining	58,259	29,130	-
52 EURASIAN INTERNATIONAL CORP.	112,007	37,335	37,335	37,337
	Remaining	74,672	37,337	-
53 FARED JAJOU	238,984	79,661	79,661	79,662
	Remaining	159,323	79,662	-
54 FELICETTO SANTIA	204,222	68,074	68,074	68,074
	Remaining	136,148	68,074	-
55 FIDUCI FAMILIALE PHILLIPPE BERTRAND	52,142	17,380	17,380	17,382
	Remaining	34,762	17,382	-
56 FRANK PIACENTINI	215,106	71,702	71,702	71,702
	Remaining	143,404	71,702	-
57 G. SCOTT PATERSON (U.S.)	201,662	67,220	67,220	67,222
	Remaining	134,442	67,222	-
58 GAD CARO	48,400	16,133	16,133	16,134
	Remaining	32,267	16,134	-
59 GARRY SISKOS	172,085	57,361	57,361	57,363
	Remaining	114,724	57,363	-
60 GARY STARR	215,106	71,702	71,702	71,702
	Remaining	143,404	71,702	-

Release date		6th month 10-Sep-20	12th month 10-Mar-21	18th month 10-Sep-21
Registered Shareholder	Initial shares in escrow	1/3	1/3	remaining
61 GENNARO ADAMO	217,258	72,419	72,419	72,420
	Remaining	144,839	72,420	-
62 GIORDANO FIMOGNARI AND GIULIA DELUCA	774,385	258,128	258,128	258,129
	Remaining	516,257	258,129	-
63 GRAHAM WHITE AND TERESA WHITE	86,904	28,968	28,968	28,968
	Remaining	57,936	28,968	-
64 GREENMILL ADVISORS LLC	131,013	43,671	43,671	43,671
	Remaining	87,342	43,671	-
65 GREG RUBY	24,091	8,030	8,030	8,031
	Remaining	16,061	8,031	-
66 GROVER INVESTMENTS INC	537,767	179,255	179,255	179,257
	Remaining	358,512	179,257	-
67 GWEN BLACK	43,022	14,340	14,340	14,342
	Remaining	28,682	14,342	-
68 HARRINGTON FLANAGAN INVESTMENTS INC	347,613	115,871	115,871	115,871
	Remaining	231,742	115,871	-
69 HAYWOOD SECURITIES INC ITF 1065391 ONTARIO LIMITED	67,221	22,407	22,407	22,407
	Remaining	44,814	22,407	-
70 HAYWOOD SECURITIES INC ITF JOHN SZUCS	67,221	22,407	22,407	22,407
	Remaining	44,814	22,407	-
71 HAYWOOD SECURITIES INC.	497,435	165,811	165,811	165,813
	Remaining	331,624	165,813	-
72 IAN D. ATACAN	86,043	28,681	28,681	28,681
	Remaining	57,362	28,681	-
73 IAN ERIC BRUEGGEMAN	13,445	4,481	4,481	4,483
	Remaining	8,964	4,483	-
74 ILDIKO LANG	54,314	18,104	18,104	18,106
	Remaining	36,210	18,106	-
75 JAMES CONTRONAKIS	272,245	90,748	90,748	90,749
	Remaining	181,497	90,749	-
76 JAMES G. RINGLE (U.S.)	106,760	35,586	35,586	35,588
	Remaining	71,174	35,588	-
77 JOHN BRNJAS	608,322	202,774	202,774	202,774
	Remaining	405,548	202,774	-
78 JOHN DEL GIUDICE	347,613	115,871	115,871	115,871
	Remaining	231,742	115,871	-
79 JOHN GASBARRI	10,863	3,621	3,621	3,621
	Remaining	7,242	3,621	-
80 JOHN RYDER (U.S.)	215,106	71,702	71,702	71,702
	Remaining	143,404	71,702	-
81 JOHN SZUCS	21,510	7,170	7,170	7,170
	Remaining	14,340	7,170	-
82 JONATHAN MILLER	2,900,571	966,857	966,857	966,857
	Remaining	1,933,714	966,857	-
83 JOSEPH CANNAROZZO	67,221	22,407	22,407	22,407
	Remaining	44,814	22,407	-
84 JUSTIN BIGGS	322,661	107,553	107,553	107,555
	Remaining	215,108	107,555	-
85 K. JESSA MEDICINE PROFESSIONAL CORPORATION	67,221	22,407	22,407	22,407
	Remaining	44,814	22,407	-
86 KENNETH MCMILLAN	212,738	70,912	70,912	70,914
	Remaining	141,826	70,914	-
87 LEONARDO D'ELIA	26,889	8,963	8,963	8,963
	Remaining	17,926	8,963	-
88 LORI THORPE AND STEVE MUSCAT	134,441	44,813	44,813	44,815
	Remaining	89,628	44,815	-
89 LUNE RISE FARMS INC.	3,041,608	1,013,869	1,013,869	1,013,870
	Remaining	2,027,739	1,013,870	-
90 MAHADEO DAYARAM	173,807	57,935	57,935	57,937
	Remaining	115,872	57,937	-
91 MALIK JUNAID	67,350	22,450	22,450	22,450
	Remaining	44,900	22,450	-

Release date		6th month 10-Sep-20	12th month 10-Mar-21	18th month 10-Sep-21
Registered Shareholder	Initial shares in escrow	1/3	1/3	remaining
92 MARIO MENNA	315,023	105,007	105,007	105,009
	Remaining	210,016	105,009	-
93 MARK HVASTA (U.S.)	430,214	143,404	143,404	143,406
	Remaining	286,810	143,406	-
94 MARK VAN CLEEFF	40,655	13,551	13,551	13,553
	Remaining	27,104	13,553	-
95 MARSHALL MORRIS	43,021	14,340	14,340	14,341
	Remaining	28,681	14,341	-
96 MAURICE GUIGUI	52,142	17,380	17,380	17,382
	Remaining	34,762	17,382	-
97 MEAGHER OKANE	21,725	7,241	7,241	7,243
	Remaining	14,484	7,243	-
98 MICHAEL CRUPI	382,374	127,458	127,458	127,458
	Remaining	254,916	127,458	-
99 MICHAEL PALIY	13,035	4,345	4,345	4,345
	Remaining	8,690	4,345	-
100 MICHAEL PAUL TIRIBELLI	134,441	44,813	44,813	44,815
	Remaining	89,628	44,815	-
101 MILAN GUPTA (U.S.)	21,726	7,242	7,242	7,242
	Remaining	14,484	7,242	-
102 NATIONAL BANK FINANCIAL INC. ITF MARTIN BRAUN 4FK02EA	129,064	43,021	43,021	43,022
	Remaining	86,043	43,022	-
103 NAZ HAJI	67,221	22,407	22,407	22,407
	Remaining	44,814	22,407	-
104 NEIL RABOVSKY	40,332	13,444	13,444	13,444
	Remaining	26,888	13,444	-
105 NELLO DICOSTANZO	43,022	14,340	14,340	14,342
	Remaining	28,682	14,342	-
106 OASIS SB INC.	572,183	190,727	190,727	190,729
	Remaining	381,456	190,729	-
107 OMID ARDEBILI (U.S.)	172,086	57,362	57,362	57,362
	Remaining	114,724	57,362	-
108 OSG SERVICE GROUP INC.	255,136	85,045	85,045	85,046
	Remaining	170,091	85,046	-
109 PANKAJ VARMA	67,220	22,406	22,406	22,408
	Remaining	44,814	22,408	-
110 PARDEEP SEKAND	43,451	14,483	14,483	14,485
	Remaining	28,968	14,485	-
111 PARKSIDE PROPERTY INVESTMENTS LLC	711,734	237,244	237,244	237,246
	Remaining	474,490	237,246	-
112 PATHANGAY ASSOCIATES LLC	215,106	71,702	71,702	71,702
	Remaining	143,404	71,702	-
113 PAUL GIBSON	53,777	17,925	17,925	17,927
	Remaining	35,852	17,927	-
114 PHD INTELLECT LLC (U.S.)	125,140	41,713	41,713	41,714
	Remaining	83,427	41,714	-
115 PI FINANCIAL CORP. ITF CANNAINCOME FUND A/C 026-0074-0 (U.S.)	268,883	89,627	89,627	89,629
	Remaining	179,256	89,629	-
116 PI FINANCIAL CORP. ITF TY & SONS INVESTMENTS INC. A/C 025-7763-3	403,325	134,441	134,441	134,443
	Remaining	268,884	134,443	-
117 POORANDOKHT ATYABI	43,021	14,340	14,340	14,341
	Remaining	28,681	14,341	-
118 PRIMARY INVESTMENTS INC.	434,515	144,838	144,838	144,839
	Remaining	289,677	144,839	-
119 QUINSAM CAPITAL CORPORATION	1,333,661	444,553	444,553	444,555
	Remaining	889,108	444,555	-
120 RAFAEL TORO ARSUGA	1,634,810	544,936	544,936	544,938
	Remaining	1,089,874	544,938	-
121 ROBBIE KHANNA	86,042	28,680	28,680	28,682
	Remaining	57,362	28,682	-
122 ROBERTO DINARDO	21,511	7,170	7,170	7,171
	Remaining	14,341	7,171	-

Release date		6th month 10-Sep-20	12th month 10-Mar-21	18th month 10-Sep-21
Registered Shareholder	Initial shares in escrow	1/3	1/3	remaining
123 ROBERTO MANCINI	26,888	8,962	8,962	8,964
	Remaining	17,926	8,964	-
124 ROMEO D'ANGELA AND BEATRICE D'ANGELA	430,213	143,404	143,404	143,405
	Remaining	286,809	143,405	-
125 ROSARIO MANCINI	201,662	67,220	67,220	67,222
	Remaining	134,442	67,222	-
126 SADIA CHAND (U.S.)	130,026	43,342	43,342	43,342
	Remaining	86,684	43,342	-
127 SADIE YVONNE CANNAROZZO	223,174	74,391	74,391	74,392
	Remaining	148,783	74,392	-
128 SAGE DDS INC. (U.S.)	52,141	17,380	17,380	17,381
	Remaining	34,761	17,381	-
129 SCOTT ALEXANDER MCMILLAN	215,106	71,702	71,702	71,702
	Remaining	143,404	71,702	-
130 SEBASTIEN BENARROCH	52,142	17,380	17,380	17,382
	Remaining	34,762	17,382	-
131 SHELDON KALES	172,085	57,361	57,361	57,363
	Remaining	114,724	57,363	-
132 SMOOTH FITNESS CANADA INC.	270,604	90,201	90,201	90,202
	Remaining	180,403	90,202	-
133 STEPHEN M. MACDONALD	17,380	5,793	5,793	5,794
	Remaining	11,587	5,794	-
134 STEVE MILLER	43,021	14,340	14,340	14,341
	Remaining	28,681	14,341	-
135 STEVEN BEAN	32,267	10,755	10,755	10,757
	Remaining	21,512	10,757	-
136 SUMMIT CAPITAL ADVISORY LLC	2,900,571	966,857	966,857	966,857
	Remaining	1,933,714	966,857	-
137 SUSAN KELLNER	26,888	8,962	8,962	8,964
	Remaining	17,926	8,964	-
138 TAMANNA BAWA	75,932	25,310	25,310	25,312
	Remaining	50,622	25,312	-
139 TANIA GASPARINI	86,043	28,681	28,681	28,681
	Remaining	57,362	28,681	-
140 TERESA JIMENEZ	215,107	71,702	71,702	71,703
	Remaining	143,405	71,703	-
141 TINA MARIE TESSARI	43,021	14,340	14,340	14,341
	Remaining	28,681	14,341	-
142 TON DENTUROLOGISTE INC.	59,963	19,987	19,987	19,989
	Remaining	39,976	19,989	-
143 TWI GROUP INC.	608,321	202,773	202,773	202,775
	Remaining	405,548	202,775	-
144 VIJAY KALRA	21,725	7,241	7,241	7,243
	Remaining	14,484	7,243	-
145 VINCENZO STRAZZERI	134,441	44,813	44,813	44,815
	Remaining	89,628	44,815	-
146 VITO NARDI	53,776	17,925	17,925	17,926
	Remaining	35,851	17,926	-
147 WESLEY WISEMAN	43,451	14,483	14,483	14,485
	Remaining	28,968	14,485	-
148 WILLIAM JR. PEARCE (U.S.)	67,220	22,406	22,406	22,408
	Remaining	44,814	22,408	-
149 ZACHERY DINGSDALE	43,022	14,340	14,340	14,342
	Remaining	28,682	14,342	-
Total	76,666,666	25,555,497	25,555,497	25,555,672
Escrow balance		51,111,169	25,555,672	-

check

Notes

- 1) Final release date is the earlier of
 - i) 18th months from date of agreement
 - ii) date Sanna achieves the Licence Milestone

SCHEDULE "B"

FORM OF RELEASE DIRECTION

TO: National Securities Administrators Ltd. (the "**Escrow Agent**")
AND TO: The shareholders of Sanna Health Corp. (the "**Securityholders**")
RE: Release to the Securityholders of escrowed securities in the capital of the undersigned.

Reference is made to an escrow agreement (the "**Escrow Agreement**") dated as of _____, 2020, between the Escrow Agent, AgraFlora Organics International Inc. ("**AgraFlora**"), the Securityholders and Sanna Health Corp. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Escrow Agreement.

The undersigned hereby provides notice to the Escrow Agent of the achievement of the following Release Date in accordance with the Escrow Agreement, representing the satisfaction of the indicated condition to release of the applicable portion of the Escrow Securities, as further described in the Escrow Agreement:

[Check the box next to the applicable Release Date]

- The date that is six (6) calendar months following the date of the Escrow Agreement.
- The date that is twelve (12) calendar months following the date of the Escrow Agreement.
- The date that is eighteen (18) calendar months following the date of the Escrow Agreement.
- The date on which Sanna achieves the Licence Milestone (and such date is less than eighteen (18) calendar months following the date of the Escrow Agreement).

In connection with the achievement of the Release date indicated above, the undersigned hereby authorizes and directs the Escrow Agent to release to the Securityholders the portion of the Escrow Securities to which each of the Securityholders is entitled under section 2.1.1(3) of the Escrow Agreement and Schedule "A" thereto, on and subject to the terms of the Escrow Agreement, and this shall be your good, sufficient and irrevocable authority for so doing.

This Release Direction shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties attorn to the jurisdiction of the courts of the Province of Ontario.

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 Release Direction by the undersigned shall be effective to evidence the intention of the undersigned to be bound by this Release Direction and the agreement by the undersigned to the terms, provisions and conditions hereof, all without the necessity of having to produce an original copy of such execution page.

[Signature Page Follows]

DATED as of the ____ day of _____, 20____.

AGRAFLORA ORGANICS INTERNATIONAL INC.

By: _____
Name:
Title: Director and/or Officer

I have authority to bind the corporation.

By: _____
Name:
Title: Director and/or Officer

I have authority to bind the corporation.

SCHEDULE "C"

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I acknowledge that the securities registered in the name of _____ and listed in Schedule "A" to an escrow agreement (the "**Escrow Agreement**") between National Securities Administrators Ltd., AgraFlora Organics International Inc., Sanna Health Corp. and the shareholders of Sanna Health Corp. dated _____, 2020 (the "**Escrow Securities**") have been or will be transferred to me and that the Escrow Securities are subject to the Escrow Agreement.

For other good and valuable consideration, I agree to be bound by the Escrow Agreement in respect of the Escrow Securities, as if I were an original signatory to the Escrow Agreement.

DATED as of the ____ day of _____, 20__.

Where the transferee is an individual:

Signed, sealed and delivered by **[Transferee]** in the presence of:)

Signature of Witness)

Name of Witness)

[Transferee]

Where the transferee is not an individual:

[Transferee]

Authorized signatory

Authorized signatory