

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (“Agreement”) is entered into as of July 8, 2018 (“Effective Date”) by and between NH Nevada, LLC, a Nevada limited liability company (“Purchaser”), Nutritional High International Inc., a Canadian company (“Nutritional High”) and Anthony Westfall (“Seller”) who may be referred to individually as a “Party” and collectively as the “Parties.” In consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the Parties agree to enter into this transaction based upon the following recitals, terms and conditions:

1. RECITALS.

1.1 Seller is the sole owner of Pasa Verde, LLC, a California limited liability company (“Pasa Verde”) which operates a licensed cannabis extraction facility which provides toll manufacturing services and develops, acquires and designs products for brands in the cannabis infused edible and oil extracts sectors of the medical and adult use cannabis markets operating in the State of California at Pasa Verde’s leased facility located at 8790 Fruitridge Road, Sacramento, California (“Business”).

1.2 Purchaser is an affiliate and wholly-owned subsidiary of Nutritional High. Nutritional High operates a robust production and distribution platform for nationally-branded marijuana-infused products and is affiliated with several California licensed businesses.

1.3 In April, 2018, Nutritional High and Seller entered into a Nonbinding Letter of Intent (the “Letter of Intent”) setting forth the general terms and conditions for the purchase and sale of Seller’s membership interest in Pasa Verde, pursuant to a future “Definitive Agreement,” and this Agreement is the Definitive Agreements referred to therein.

1.4 The common shares of Nutritional High are traded on the Canadian Securities Exchange as “EAT” (CSE:EAT), and on the United States OTCQB as “SPLIF” (OTC:SPLIF) (“Nutritional High Shares”).

1.5 Pasa Verde is in the process of obtaining a state license from the California Department of Public Health, and a local entitlement from the City of Sacramento to operate the Business (“Entitlements”).

1.6 Pasa Verde was formed by filing Articles of Organization with the California Secretary of State on March 27, 2017. Pasa Verde has one member, Anthony Westfall.

1.7 Pasa Verde and Seller entered into a Limited Liability Company Operating Agreement dated February 1, 2017 that detailed the management and operation of Pasa Verde (“Operating Agreement”).

1.8 As contemplated by the Letter of Intent, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all of Seller’s membership interest in Pasa Verde,

constituting 100% of the equity ownership of Pasa Verde, subject to the terms and conditions of this Agreement.

2. DEFINITIONS.

“Agreement” means this Membership Interest Transfer Agreement.

“BOP Shares” means a number of Nutritional High Shares to be issued upon the Closing, registered in the name of Seller (to be initially held by Escrow Agent in accordance with Section 4.2(d)), the value of which shall be equal to Nine Hundred Thousand Dollars and No Cents (\$900,000 USD) as determined by multiplying Nine Hundred Thousand Dollars (\$900,000 USD) by the Exchange Rate as of three days prior to the Closing Date, and dividing that amount by the Volume Weighted Average Price for the twenty (20) trading days immediately preceding the third calendar day prior to the Closing Date.

“Business” is defined in Section 1.1.

“Business Operating Permit” is a Business Operating Permit issued by the City of Sacramento to Pasa Verde to operate the Business at the Current Premises, issued following completion of the construction for which construction permit applications were pending at the Effective Date.

“Claim” means a claim for indemnification of a Party receiving indemnification (the “Indemnified Party”) for Losses under Section 15 or Section 16 made on or prior to the expiration of any applicable Claims Period, whether or not arising out of a claim, demand, suit, action, arbitration, investigation, inquiry or proceeding brought by a third party, against an Indemnified Party (a “Third-Party Claim”) that results or is reasonably likely to result in Losses for which an Indemnified Party is entitled to indemnification pursuant to this Agreement.

“Closing” is defined in Section 11.1.

“Closing Date” is defined in Section 11.1.

“Closing Share Price” is defined as the final price at which Nutritional High International Inc. (CSE: EAT) is traded on a given trading day.

“Current Premises” is defined as 8790 Fruitridge Road, Sacramento, California.

“Earn Out” is defined in Section 4.3.

“Escrow Agent” is Aaron Johnson of JRG Attorneys at Law.

“Entitlements” is defined in Section 1.5.

“Exchange Rate” is defined as the price in Canadian Dollars to buy or sell a specified amount of United States Dollars on a fixed date and at the rate posted by the Royal Bank of

Canada at 12:00 pm, Eastern Time.

“Effective Date” is defined in the first paragraph of this Agreement.

“Encumbrance” means any lien, pledge, hypothecation, charge, mortgage, deed of trust, security interest, encumbrance, claim, infringement, option, right of first refusal, preemptive right, community property interest, or restriction of any nature on any asset.

“Entity” means a Person other than an individual.

“Interest” means outstanding membership interests in Pasa Verde, representing 100% of the equity ownership.

“Inventory” is defined as goods, materials and finished goods and supplies and work in process that a business holds for the ultimate purpose of resale that will be used to calculate the Working Capital.

“Governmental Authority” means any federal, state, local, or foreign court, administrative agency or commission, or other governmental authority or instrumentality.

“Local Authorization Approval” means local authorization from the City of Sacramento to operate the Business at the Current Premises, which will be considered achieved upon Pasa Verde receiving approval of construction permits currently pending before the City of Sacramento for those premises, or upon a fire engineer confirming that the current use meets the approved occupancy classification (S-1) for those premises.

“Nutritional High Shares” is defined in Section 1.4.

“Permitting Payments” means, collectively, the cash payment specified in Section 4.2(b) and the BOP Shares.

“Proceeding” means any claim, forfeiture proceeding, action, suit, investigation, or administrative or other proceeding before any Governmental Authority or any arbitration or mediation.

“Volume Weighted Average Price” is the average share price at which Nutritional High Shares (CSE: EAT) are traded on the Canadian Securities Exchange weighted by its trading volume within a particular time frame.

“Working Capital” means Inventory plus current accounts receivable plus cash minus current account payable, for which any adjustments to the Purchase Price pursuant to Section 4.2(b) shall be calculated based upon a Working Capital of Two Hundred Thousand Dollars and No Cents (\$200,000.00 USD).

3. **PURCHASE OF SELLER'S INTEREST.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's Interest in Pasa Verde upon the terms and conditions set forth in this Agreement.

4. **PURCHASE PRICE.**

4.1 **Purchase Price.** Total consideration payable from Purchaser to Seller for the Interest will be the Initial Purchase Price (as defined below) plus the Permitting Payments (as defined above) plus the Earn Out amounts as provided under Section 4.3 (if any are earned in accordance with Section 4.3). The initial purchase price for all of the Seller's Membership Interest totals One Million Six Hundred Fifty Thousand Dollars and No Cents (\$1,650,000 USD). The portion of that amount payable on the Closing Date is Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000 USD) (the "Initial Purchase Price"). As payment for the transfer of the Interest to Purchaser, Purchaser will cause Nutritional High to deliver to Seller at the Closing and thereafter, as applicable (and Nutritional High agrees to pay and deliver), in accordance with the provisions of this Section 4, the following (collectively, the "Purchase Price"):

4.2 **Payment of the Initial Purchase Price and the Permitting Payments.**

(a) Purchaser will pay Seller the Initial Purchase Price as follows:

Two Hundred Fifty Thousand Dollars (\$250,000.00 USD) in immediately available funds on the Closing Date (as defined below).

(b) Purchaser will pay Seller a Permitting Payment as follows:

Five Hundred Thousand Dollars (\$500,000.00 USD) in immediately available funds upon Pasa Verde (or Seller) providing documentation of receipt of Local Authorization Approval.

The Permitting Payment may be increased or decreased on a dollar-for-dollar basis for any increase or decrease in the value of Working Capital.

(c) Purchaser will cause Seller to be paid a further Permitting Payment, in the form of delivery of stock certificates representing the BOP Shares, as follows:

The Escrow Agent will deliver to Seller the BOP Shares upon Pasa Verde (or Seller) providing documentation of either (i) receipt of the Business Operating Permit, or (ii) the submission after the Effective Date of one or more additional construction permit applications, or material changes to one or more construction permit applications that are pending as of the Effective Date, by or on behalf of Pasa Verde that are reasonably expected to cause a delay in the completion of the construction as contemplated by the parties at the Effective Date for a period greater than Thirty (30) days.

- (d) Pursuant to and in accordance with Section 4.2(c), Purchaser and Nutritional High shall deliver to the Escrow Agent, within 10 business days after the Closing Date, a stock certificate representing the BOP Shares, and they hereby irrevocably instruct the Escrow Agent to deliver to Seller on behalf of Purchaser, all certificates representing the BOP Shares to be delivered to Seller in accordance with Section 4.2(c).

4.3 **Earn-Out.** Seller is eligible to receive up to a total of Five Million Three Hundred Thousand Dollars (\$5,300,000 USD) of additional payments at certain intervals from the Closing Date in accordance with the following terms (“Earn Out”):

(i) **Twelve Month Earn Out.**

(a) Purchaser shall pay to Seller an amount equal to One Million Dollars (\$1,000,000 USD) provided the Adjusted Gross Revenue (as defined herein) equals or is in excess of Two Million Dollars (\$2,000,000 USD) for the twelve (12) month period immediately following the Closing Date (the “Twelve Month Earn Out”).

(b) In the event that the Adjusted Gross Revenue (as defined herein) is less than Two Million Dollars (\$2,000,000 USD) for the twelve (12) month period immediately following the Closing Date, the Purchaser shall pay to Seller an amount equal to the lesser of: (a) \$750,000 USD and (b) fifty percent (50%) the Adjusted Gross Revenue during the twelve (12) month period immediately following the Closing Date (the “Secondary Twelve Month Earn Out”).

(ii) **Eighteen Month Earn Out.**

(a) Purchaser shall pay to Seller an amount equal to One Million Five Hundred Thousand Dollars (\$1,500,000 USD) provided the Adjusted Gross Revenue (as defined herein) equals or is in excess of \$2,750,000 USD during the eighteen (18) month period immediately following the Closing Date (the “Eighteen Month Earn Out”).

(b) In the event that the Adjusted Gross Revenue (as defined herein) is less than \$2,750,000, the Purchaser shall pay to Seller an amount equal to the lesser of: (a) One Million Dollars (\$1,000,000 USD) and (b) fifty percent (50%) of Purchaser’s Adjusted Gross Revenue during the eighteen (18) month period immediately following the Closing Date (the “Secondary Eighteen Month Earn Out”).

(iii) **Twenty Four Month Earn Out.**

(a) Purchaser shall pay to Seller an amount equal to Two Million Six Hundred Thousand Dollars (\$2,600,000 USD) provided the Adjusted Gross Revenue (as defined herein) equals or is in excess of Three Million Five Hundred Thousand Dollars (\$3,500,000 USD) during the Twenty Four (24) month period immediately following the Closing Date (the “Twenty Four Month Earn Out”).

(b) In the event that the Adjusted Gross Revenue is less than Three Million Five Hundred Thousand Dollars (\$3,500,000 USD) during the Twenty Four (24) month period immediately

following the Closing Date, the Purchaser shall pay to Seller an amount equal to the lesser of : (a) One Million Five Hundred Thousand Dollars (\$1,500,000 USD) and (b) fifty percent (50%) of Purchaser's Adjusted Gross Revenue during the Twenty Four (24) month period immediately following the Closing Date (the "Secondary Twenty Four Month Earn Out").

(iv) **Calculation and Timing of Earn Out Payments; Definitions.**

(a) Purchaser will calculate the amount due under the Twelve Month Earn Out or the Secondary Twelve Month Earn Out (as applicable), the amount due under the Eighteen Month Earn Out or the Secondary Eighteen Month Earn Out (as applicable), and the amount due under the Twenty Four Month Earn Out or the Secondary Twenty Four Month Earn Out (as applicable), within ten (10) days after the end of each respective period after the Closing Date. Purchaser shall pay any eligible Earn Out payments within five (5) days of the date calculated. Purchaser shall pay fifty percent (50%) of each eligible Earn Out payment by causing Nutritional High to issue a number of Nutritional High Shares to the Seller, the value of which shall be equal to fifty percent (50%) of the Earn Out payment due, as determined by multiplying one half of the amount due by the Exchange Rate as of three (3) days prior to the date upon which the Earn Out payment is due, and dividing that amount by the Volume Weighted Average Price for the ten (10) trading days immediately preceding the third calendar day prior to the date upon which the Earn Out payment is due. Purchaser shall pay the balance of each Earn Out payment due in immediately available funds. At the time each Earn Out payment is due, along with each such Earn Out payment as made, Purchaser will provide to Seller a report showing, in reasonable detail, the Adjusted Gross Revenue for the relevant period(s) and the calculations used to determine the amounts of the applicable Earn Out payments.

(b) For purposes of this Agreement, "Adjusted Gross Revenue" means (1) the gross revenues earned by the Business and collected from Seller Customers pertaining to services provided to Seller Customers after the Closing Date, plus (2) Forty Percent (40%) of the gross revenues earned by the Business and collected from Purchaser Customers pertaining to services provided to Purchaser Customers after the Closing Date, net of revenues resulting from third party processing, discounts, returns and allowances as applicable. All calculations and revenue recognized to determine Adjusted Gross Revenue shall be in accordance with GAAP.

(c) "Seller Customers" shall mean the customers that are existing customers of the Business on the Closing Date or any additional customers referred to the Business or to Purchaser by Seller after the Closing Date that Purchaser had not previously approached to provide services related to the Business. Purchaser Customers shall mean all customers that are not Seller Customers.

(d) Purchaser will cause Pasa Verde to maintain complete and accurate books and records of the revenue and sources of revenue of the Business throughout the thirty month period following the Closing Date, sufficient to calculate the Adjusted Gross Revenue and the Earn Out payment amounts. Purchaser agrees to make such books and records available to Seller, upon reasonable advance request and during normal business hours, to permit Seller to verify and audit the calculations. Following the completion of the Earn Out period, Purchaser shall permit a mutually agreed upon independent auditor to review and inspect such books and records to confirm compliance by Purchaser with its payment obligations to Seller under this Agreement. Any such inspection and

audit shall be scheduled on not less than 30 days' prior notice. Such audit is subject to the auditor executing a standard non-disclosure agreement which requires the auditor to hold in confidence any information accessed or learned as a result of the audit, other than the inclusion of appropriate information as part of a confidential report to Seller.

(v) **Bonus Earn Out.** In the event Seller is eligible for the Twelve Month Earn Out, the Eighteen Month Earn Out and the Twenty Four Month Earn Out, Purchaser will pay Seller Two Hundred Thousand Dollars (\$200,000 USD) within ten (10) days of the end of the Twenty Fourth Month from the Closing Date ("Earn Out Bonus"). Purchaser shall pay fifty Percent (50%) of any eligible Earn Out Bonus by causing Nutritional High to issue a number of Nutritional High Shares to Seller. The number of Nutritional High Shares issued to Seller shall be determined by multiplying One Hundred Thousand Dollars (\$100,000 USD) by the Exchange Rate as of three (3) days prior to the date upon which the Earn Out Bonus is due and dividing that amount by the Volume Weighted Average Price for the ten (10) trading days immediately preceding third calendar day prior to the date upon which the Earn Out Bonus is due. Purchaser shall pay the balance of the Earn Out Bonus payment due in immediately available funds.

4.4 **Right of First Refusal.** For a period of four (4) years from the Closing Date Seller will not sell any of the Nutritional High Shares Seller received in accordance with the terms of this Agreement without first offering such shares to the Purchaser. In the event that, during the four (4) year period, the Seller wishes to sell any portion of the Nutritional High Shares, the Seller will provide Purchaser with a written notice of intent to sell along with the amount of shares and the sale price ("Share Sale Notice"). The share sale price shall not exceed the Volume Weighted Average Price for the five (5) days immediately preceding the date of the Share Sale Notice. Purchaser will have two (2) business days to notify Seller of its intent to purchase Seller's Nutritional High Shares in accordance with the terms of the Share Sale Notice.

4.5 **No Other Consideration.** Seller acknowledges and agrees that the Purchase Price detailed in Sections 4.1 through 4.3 reflect the full and complete Purchase Price for the sale of Seller's Interest, and that the Seller is not entitled to any other consideration from Purchaser, for the sale of Seller's Interest.

5. **ALLOCATION OF PURCHASE PRICE.** The Purchase Price will be solely allocated to payment for Seller's Interest in Pasa Verde. The Parties will report this transaction for federal tax purposes in accordance with this allocation of the Purchase Price.

6. **TRANSFER OF SELLER'S INTEREST.**

6.1 **Transfer of Interest.** As of the Closing Date, Seller shall take all of the steps necessary to properly transfer Seller's Interest to Purchaser as herein contemplated.

6.2 **Rights to Pasa Verde LLC Income.** Seller shall not be entitled to any share of Pasa Verde's income or distributions after the Closing Date and Purchaser will be entitled to Seller's entire share of Pasa Verde's income and distributions after the Closing Date.

6.3 **Rights to Pasa Verde LLC Assets.** As of the Closing Date, Purchaser shall receive all of Seller's right, title and interest in and unto all of Pasa Verde's tangible and intangible assets, including, but not limited to, cash on hand, accounts receivable, real property, future profits, undeclared rebates or distributions, declared and unpaid distributions, good will, name, patents, trademarks, trade names, proprietary information, confidential information and other intangible Pasa Verde's assets of indeterminable value, represented by Seller's undivided membership interest in Pasa Verde.

6.4 **Assumption of Pasa Verde LLC's Liabilities.** Notwithstanding anything to the contrary in the Operating Agreement, Purchaser hereby assumes all of Seller's portion of Pasa Verde's obligations and liabilities as of the Closing Date but excluding the liabilities set forth in Exhibit A.

6.5 **Termination of Authority.** Upon the Closing Date of this Agreement, Seller shall have no authority to incur any obligations or liabilities on behalf of Pasa Verde, to compromise any obligations to Pasa Verde or participate in any way in the management or control of Pasa Verde.

7. **SELLER'S REPRESENTATIONS.** Seller represents and warrants to Purchaser as follows:

7.1 **Execution, Delivery and Performance of Agreement; Authority.** The execution, delivery and performance of this Agreement by Seller will not conflict with any mortgage, deed of trust, agreement, understanding, order, judgment, decree or other legal or contractual requirement to which Seller is a party or by which Seller or Seller's Interest may be bound or affected. Seller has the full authority to enter into this Agreement and to carry out the transactions contemplated hereby. Furthermore, all proceedings required to be taken by Seller to authorize the execution, delivery and performance of this Agreement and the agreements relating hereto have been properly taken and this Agreement constitutes a valid and binding obligation of Seller, enforceable against Seller and in accordance with its terms.

7.2 **Title to Seller's Interest.** Seller is the sole owner of equity interests in Pasa Verde and has good, marketable title to Seller's Interest in Pasa Verde. Seller's membership interest in Pasa Verde is not subject to any mortgage, pledge, lien, charge, security interest, encumbrance, restriction, assignment, license, liability or adverse claim of any nature whatsoever, direct or indirect, whether accrued, absolute, contingent or otherwise.

7.3 **Financial Statements.** Seller has caused Pasa Verde to have devised and maintained for itself a system of internal accounting controls sufficient to provide reasonable assurances that:

(i) Transactions are executed in accordance with management's general or specific authorization;

(ii) Transactions are recorded as necessary;

(a) To permit preparation of financial statements in conformity with generally accepted accounting principles, and

(b) To maintain accountability for assets, and

(iii) The amount recorded for assets on the books and records of Pasa Verde is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

7.4 Absence of Changes in Pasa Verde LLC. Since April 1, 2018, and as set forth in financial statements provided to Purchaser there has not been any change in the financial condition or operations of Pasa Verde, including but not limited to, changes in Working Capital except changes in the ordinary course of its business, which have not in the aggregate been materially adverse to its financial condition, liabilities, assets, business, and results of operations.

7.5 Debts, Obligations and Liabilities of Pasa Verde LLC. Exhibit B to this Agreement contains a complete and accurate list, description, and schedule of all of the outstanding debts, liabilities, and pecuniary obligations of Pasa Verde to pay money to any third party, including any obligation to pay rent or a similar payment under any existing contract or obligation of Pasa Verde. Pasa Verde does not have any debts, liabilities, or obligations of any nature, whether accrued, absolute, contingent, or otherwise, and whether due or to become due, that are not in Exhibit B.

7.6 Tax Returns and Audits. Within the times and in the manner prescribed by law, Pasa Verde has filed all federal, state, and local Tax returns required by law, and has paid in full all taxes, assessments, penalties, and interest due and payable, including all sales, use, and similar Taxes, and all payroll and withholding Taxes or similar payments required to be withheld and paid by Pasa Verde to any Tax authority. The provisions for Taxes reflected in Pasa Verde's consolidated balance sheet as of March 31, 2018 are adequate and fair for federal, state, county, and local Taxes for the period ending on the date of that balance sheet and for all prior periods, disputed or undisputed. There are no present disputes about Taxes of any nature between Pasa Verde, on the one hand, and any Tax authority, on the other. Neither the Internal Revenue Service nor any other Tax authority has audited, or is currently auditing, any Tax return of Pasa Verde. Pasa Verde does not have in effect any extension of time to file any Tax return.

Pasa Verde is not an S Corporation as defined in §1361 of the Internal Revenue Code of 1986, as amended.

7.7 Property. Exhibit C to this Agreement is a complete list of all real or personal property owned by, leased to, or occupied and used by Pasa Verde ("Pasa Verde Property"). To the best of Seller's knowledge, Pasa Verde is a party to a valid lease with the owner of the Current Premises, Pasa Verde is not in default under that lease, and Pasa Verde has not received any notice of breach of any lease term. Pasa Verde has good and marketable title in and to all of the Pasa Verde Property free and clear of all Encumbrances. All real property and tangible personal property of Pasa Verde that are necessary to the operation of the Business are in good operating condition and repair, ordinary wear and tear excepted.

7.8 **Accounts Receivable.** All accounts receivable of Pasa Verde shown on the consolidated balance sheet as of May 31, 2018, and all accounts receivable of Pasa Verde created after that date, arose from valid sales in the ordinary course of business. These accounts have been collected in full since that date as due, and assuming good faith prompt collection efforts, to Seller's knowledge are collectible at their full amounts when due.

7.9 **Financial Statements.** Pasa Verde has no liabilities, either accrued or contingent, of a nature required to be reflected in the financial statements in accordance with generally accepted accounting principles, and whether due or to become due, which individually or in the aggregate are reasonably likely to have an adverse effect on Pasa Verde.

7.10 **Customers and Sales.** Seller has provided a current list of all customers of the Business, Seller has no information and is not aware of any facts, indicating that any of these customers intends to cease doing business with Pasa Verde or materially alter the amount of the business such customer is presently doing with Pasa Verde.

7.11 **Litigation and Proceedings.** Seller and Pasa Verde are not subject to any suit, action, government investigation or other legal or administrative proceeding, whether actual, pending or threatened, that Seller has not disclosed that would, in any way, limit his ability to transfer Seller's Interest to Purchaser or to complete any of the transactions or conditions detailed in this Agreement.

7.12 **Laws and Regulations.** Seller has not violated any federal, state, local or municipal law, statute, rule or regulation, or any order issued by any federal, state, local or municipal authority that relates, in any way, to Seller's Interest. To the best of Seller's knowledge, Pasa Verde is in compliance with all laws and regulations required to be complied with in connection with the Business and has obtained all licenses and permits required for its Business, including but not limited to, all land use development permits, department reviews, business licenses and regulatory permits necessary to operate the Business at the Current Premises and Seller has obtained the Entitlements to operate the Business.

7.13 **Disclosure.** No representation or warranty by Seller contained in this Agreement, nor any statement or certificate furnished or to be furnished by Seller to Purchaser or its representatives in connection herewith or pursuant hereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements herein contained not misleading or necessary in order to provide a prospective purchaser of Seller's Interest with adequate information as to Seller and Seller's Interest and Seller has disclosed to Purchaser, all material adverse facts known to it relating to the same. The respective representations and warranties of the Seller contained herein or in any certificate, or document delivered by Seller, shall not be deemed waived or otherwise affected by any investigation made by Purchaser hereto, provided however, that if Purchaser was aware of information as a result of its investigation that would cause Seller to breach this Agreement and did not notify Seller then to the extent such lack of notice caused Seller to breach the warranty, the breach shall be excused.

7.14 Hazardous Materials. To the best of Seller's knowledge the Business conducted at the Current Premises, in compliance with any Environmental Law (as defined below), with regard to disposal of Hazardous Materials (as defined below) or the environmental conditions on or under such properties or facilities, including soil and groundwater conditions. During the time Pasa Verde has owned, leased or occupied the Current Premises, Pasa Verde has not used, generated, manufactured, or stored on or under, or transported to or from, any part of the Current Premises, any Hazardous Materials (as defined below) in violation of any Environmental Law, nor has there been any storage, use, processing, treatment, manufacture, disposal, spillage, discharge, release, or threatened release of any Hazardous Material on, from, or under any part of the Premises. To the knowledge of the Seller, there is no reasonable basis to believe that Pasa Verde conducted the Business in violation of any Environmental Law. There is not pending against Pasa Verde, any Proceeding that asserts liability against it, or seeks an injunction or decree against it, under any Environmental Law.

"Environmental Law" means all federal, state, local, and foreign laws and regulations, relating to pollution, the protection of human health, or the environment, including ambient air, surface water, ground water, land surface, or subsurface strata, including those regulations relating to the emission, discharge, release or threatened release, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials.

"Hazardous Material" means any pollutant, contaminant, toxic, hazardous, or noxious substance or waste that is, or becomes before Closing, regulated by any Governmental Authority under any Environmental Law, including (1) oil or petroleum compounds, flammable substances, explosives, radioactive materials, or other materials that pose a hazard to human beings or cause any real property to be in violation of any Environmental Law; (2) to the extent regulated, asbestos and asbestos-containing materials; (3) any materials regulated under the Toxic Substance Act (15 USC §2601); (4) any materials designated as "hazardous substances" under the Clean Water Act (33 USC §1251), or under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §9601); and (5) any "hazardous waste" under Resource Conservation and Recovery Act (42 USC §6901).

7.15 Other Contracts. Except the agreements listed in Exhibit D, copies of which have been furnished or made available to Purchaser, Pasa Verde is not a party to: any distributor's or manufacturer's representative or agency agreement; any output or requirements agreement not entered into in the ordinary course of business; any indenture, encumbrance, or lease; or any agreement that is unusual in nature, duration, or amount (including any agreement requiring the performance by Pasa Verde of any obligation over a period of time extending beyond one year from Closing Date or calling for consideration of more than \$10,000). There is no default or event that, with notice or lapse of time or both, would constitute a default by Pasa Verde to any of these agreements, except as listed in Exhibit D. Seller has not received notice that any party to any of these agreements intends to cancel or terminate any of these agreements or to exercise or not exercise any options under any of these agreements. Seller is not a party to, nor is the property of Seller bound by, any agreement that is materially adverse to the businesses, properties, or financial condition of Pasa Verde.

7.16 **General Representation.** Seller knows of no factors, other than as disclosed herein, which would have any adverse effect on Seller's ability to transfer Seller's Interest to Purchaser, or to perform any of the terms and conditions contained in this Agreement.

8. **PURCHASER'S REPRESENTATIONS.** Purchaser represents and warrants to Seller as follows:

8.1 **Organization.** Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

8.2 **Execution, Delivery and Performance of Agreement; Authority.** The execution, delivery and performance of this Agreement by Purchaser will not conflict with, result in a default, breach or violation, of any provision of Purchaser's operating agreement or any mortgage, deed of trust, agreement, understanding, order, judgment, decree or other legal or contractual requirement to which Purchaser is a party or by which Purchaser may be bound or affected. Purchaser has the full authority to enter into this Agreement and to carry out the transactions contemplated hereby. Furthermore, all proceedings required to be taken by Purchaser to authorize the execution, delivery and performance of this Agreement and the agreements relating hereto have been properly taken and this Agreement constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser and in accordance with its terms.

8.3 **Litigation and Proceedings.** Purchaser is not subject to any suit, action or legal or administrative proceeding, whether actual, pending or threatened, that would, in any way, limit its ability to perform or complete any of the transactions or conditions detailed in this Agreement.

8A. **NUTRITIONAL HIGH REPRESENTATIONS.** Nutritional High represents and warrants to Seller as follows:

8A.1 **Organization.** Nutritional High is a corporation duly organized, validly existing and in good standing under the laws of Canada.

8A.2 **Execution, Delivery and Performance of Agreement; Authority.** The execution, delivery and performance of this Agreement by Nutritional High will not conflict with, result in a default, breach or violation, of any provision of Nutritional High's operating agreement or any mortgage, deed of trust, agreement, understanding, order, judgment, decree or other legal or contractual requirement to which Nutritional High is a party or by which Nutritional High may be bound or affected. Nutritional High has the full authority to enter into this Agreement and to carry out the transactions contemplated hereby. Furthermore, all proceedings required to be taken by Nutritional High to authorize the execution, delivery and performance of this Agreement and the agreements relating hereto have been properly taken and this Agreement constitutes a valid and binding obligation of Nutritional High, enforceable against Nutritional High and in accordance with its terms.

8A.3 **Litigation and Proceedings.** Nutritional High is not subject to any suit, action or legal or administrative proceeding, whether actual, pending or threatened, that would, in any

way, limit its ability to perform or complete any of the transactions or conditions detailed in this Agreement.

8A.4 Valid Issuance of Shares. The Nutritional High Shares, when issued and delivered to Seller in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under applicable securities laws.

8A.5 No Undisclosed Material Adverse Information. As of the beginning of each respective period of trading days for which the Volume Weighted Average Prices are set for purposes of determining the numbers of Nutritional High Shares that are issued to Seller (at the Closing Date and as to any Earn Out payment), Nutritional High will have publicly disclosed all material information in accordance with the Canadian Securities Exchange policies and applicable securities laws, including, without limitation, the requirements set forth in Canadian Securities Exchange Policy number 5, National Instrument 51-102 - *Continuous Disclosure Obligations*, and National Policy 51-201 - *Disclosure Standards*, of the Canadian Securities Administrators.

9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS. All obligations of Seller hereunder are subject, at the option of Seller, to the fulfillment of each of the following conditions at or prior to the Closing:

9.1 Representations and Warranties. All representations and warranties of Purchaser and Nutritional High contained herein will be true and correct in all material respects when made and will be deemed to have been made again at and as of the Closing Date.

9.2 Covenants and Agreements. All covenants, agreements and obligations required by the terms of this Agreement to be performed by Purchaser and by Nutritional High at or before the Closing Date will have been duly and properly performed in all material respects.

10. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS. All obligations of Purchaser hereunder are subject, at the option of Purchaser, to the fulfillment of each of the following conditions at or prior to the Closing:

10.1 Representations and Warranties. All representations and warranties of Seller contained herein will be true and correct in all material respects when made and will be deemed to have been made again at and as of the Closing Date.

10.2 Absence of Material Change. Pasa Verde has had no material adverse changes in the condition (financial or otherwise) of the Business, assets or prospects from April 1, 2018.

10.3 Employees and Consultants. Seller has signed the Employment Agreement substantially in the form set forth in Exhibit E, which provides that Seller will provide services to Purchaser and perform similar tasks as Seller currently provides for Pasa Verde for two (2) years. The employees of Pasa Verde as of April 1, 2018 have confirmed their agreement to continue in the employ of Pasa Verde.

10.4 **Opinion of Pasa Verde Counsel.** Purchaser will have received from Seller's, counsel an opinion dated the Closing Date, in form and substance satisfactory to Purchaser and its counsel, that:

10.4.1 **Limited Liability Status and Power.** Pasa Verde is a limited liability company validly existing, and in good standing under the laws of the State of and California, and has all requisite corporate power to own or lease its properties, as applicable, as now owned or leased and to operate the Business as now operated.

10.4.2 **Sale Does Not Breach or Violate Corporate Obligations.** Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated by this agreement will constitute a default or an event that would—with notice, lapse of time, or both—constitute a default under, or violation or breach of, the articles of organization or operating agreement of Pasa Verde.

10.4.3 **Absence of Legal Actions.** To the best of counsel's knowledge, there is no proceeding pending or threatened in writing against or affecting Pasa Verde.

10.5 **Authority and Consents.** Seller has received the approval from any necessary party to enter into and perform his obligations under this Agreement so that the consummation of the transactions contemplated by this Agreement will not cause a default or breach, with notice or lapse of time under any agreement that Pasa Verde is a party to (including with respect to the terms of the Commercial Lease Agreement).

10.6 **Covenants and Agreements.** All covenants, agreements and obligations required by the terms of this Agreement to be performed by Seller at or before the Closing Date will have been duly and properly performed in all material respects.

11. CLOSING.

11.1 **Closing Date.** The closing ("Closing") of the transactions contemplated by this Agreement will take place at the office of JRG Attorneys at Law, 318 Cayuga Street, Salinas, California, or at such other place as mutually agreed upon by the Parties, no later than ten (10) days after the Parties have mutually executed this Agreement ("Closing Date").

11.2 **Extension of Closing Date.** Seller and Purchaser may extend the Closing Date if they mutually agree to do so and execute a written agreement to this effect.

11.3 **Seller's Delivery of Documents.** Seller will deliver to Purchaser on the Closing Date the following documents:

(i) Consents of lessors as required by the Commercial Lease Agreement, properly executed and acknowledged by Seller on behalf of Pasa Verde;

(ii) The execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated will have been duly authorized by all necessary

limited liability company action as required by the Operating Agreement, and Purchaser will have received copies of all resolutions pertaining to that authorization, certified by Seller.

(iii) An opinion of Seller's counsel, dated the Closing Date, as provided for in Section 10.5.

(iv) A signed Employment Agreement as provided for in Section 10.4.

(v) The original membership certificate, if any exists, that had evidenced Seller's Interest.

11.4 Purchaser's Delivery of Documents. On the Closing Date, Purchaser will deliver to Seller the Purchase Price due on the Closing Date, in the form of cash, cashier's check or wire transfer and share certificates representing the Nutritional High Shares to be transferred in accordance with 4.2(ii).

12. Securities and Legends.

12.1 Accredited Investor. Seller represents and warrants that he is (i) an "accredited investor" as defined in Rule 501(a) under the U.S. Securities Act of 1933, as amended; and (ii) a person who has such knowledge and experience in investment, financial and business matters that he is capable of evaluating the merits and risks of the investment in the Nutritional High Shares. Seller is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of United States publicly-owned companies in private placements in the past and Seller has the authority and is duly and legally qualified to purchase and own the Nutritional High Shares. Seller is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

12.2 Legend Consent. Seller consents to the placement of a legend or legends on any certificate or other document evidencing any of the Nutritional High Shares to be issued pursuant to Section 4 setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement, with such legend(s) to be substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), NOR APPLICABLE STATE SECURITIES LAWS AND SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, PLEDGED, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR PURSUANT TO

RULE 144 OR RULE 144A UNDER SAID ACT, OR OTHERWISE.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THIS SECURITY BEFORE THE DATE THAT IS [4 months and a day after the distribution date].

12.3 **Registration.** Seller understands that Nutritional High Shares have not been registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act"), and, Seller will not sell, offer to sell, assign, pledge, hypothecate or otherwise transfer any of the Nutritional High Shares unless pursuant to an effective registration statement filed by Purchaser for its common stock, or unless an exemption from registration is available.

12.4 **Exemptions.** Purchaser has advised Seller that the Purchaser is relying on an exemption from the requirements to provide the Seller with a prospectus and to sell the Nutritional High Shares through a person registered to sell securities under provincial securities legislation and other applicable securities laws, as a consequence of acquiring the Nutritional High Shares pursuant to such exemption, certain protections, rights and remedies provided by the applicable securities legislation including the various provincial securities acts, including statutory rights of rescission or damages, will not be available to Seller.

12.5 **Advertising.** Seller has not received or been provided with a prospectus, offering memorandum, within the meaning of the Securities laws, or any sales or advertising literature in connection with the issuance of the Nutritional High Shares, and Seller's decision to receive such Nutritional High Shares was not based upon, and the Seller has not relied upon, any verbal or written representations as to facts made by or on behalf of Purchaser.

12.6 **Regulatory Review.** No securities commission or similar regulatory authority has reviewed or passed on the merits of any the common stock of Purchaser.

12.7 **Restrictions.** There are restrictions on the Seller's ability to resell the Nutritional High Shares and it is the responsibility of Seller to find out what those restrictions are and to comply with such restrictions before selling any of the Nutritional High Shares.

12.8 **Investor Sophistication.** The Seller acknowledges that the Nutritional High Shares are speculative in nature and that there are risks associated with the purchase of Nutritional High Shares and the Sellers have such knowledge, sophistication and experience in business and financial matters as to be capable of evaluating the merits and risks of its investment in the Nutritional High Shares, and fully understand the speculative nature of the Nutritional High Shares and are able to bear the economic risk of loss of their entire investment.

12.9 **Representations and Warranties.** The Seller further agrees that by accepting delivery of the Nutritional High Shares pursuant to this Agreement, they will be representing and warranting that the representations and warranties contained in this Section 12 are true and correct as at the date of issuance of the Nutritional High Shares with the same force and effect as if they had been made by the Seller on Closing and that they will survive the purchase by of the Nutritional

High Shares and will continue in full force and effect notwithstanding any subsequent disposition by the of the Nutritional High Shares.

13. **SELLER'S COVENANTS.** Seller hereby covenants, as of the Effective Date of this Agreement, as follows:

13.1 **Confidentiality.** Seller will keep in confidence and not for a period of 4 years disclose to any person, partnership, corporation, other entity or employer, the terms of this agreement as well as any of the confidential information, financial statements, or any other accounting information, marketing plans, business techniques, proprietary materials, knowledge, techniques or methods that are proprietary to Pasa Verde and that relate, in any way, to Pasa Verde.

13.2 **Further Documents and Acts.** Seller will, in good faith, exercise and perform such other acts and execute such other documents as are reasonably necessary and appropriate to consummate and carry out the terms and conditions of this Agreement including but not limited to, executing all documents and doing all acts necessary to make any adjustments to the Entitlements that will result in the seamless legal operation of the Business, including but not limited to filing, within fourteen (14) days of the Closing Date, any change of ownership or other documents necessary to update Entitlements and comply with all local ordinances, laws, rules and regulations and State of California rules, laws, ordinances or regulations related thereto.

13.3 **No Affiliation.** Seller covenants that he will, from the date of the Closing hereof, make no representations in any form to any party that Seller is in any way affiliated with or a party in interest to Pasa Verde.

13.4 **Survive Closing.** Seller acknowledges and agrees that all of Seller's representations, warranties and covenants enumerated in this Agreement shall survive the Closing and will continue to remain in effect until such point in time that they no longer apply. Seller's obligations under Section 4.4 and 12.1 shall survive the Closing Date for a period of four (4) years. Seller's obligations under the Consulting Agreement shall survive the Closing and will continue to remain in effect until such point in time that they no longer apply in accordance with the terms set forth in Consulting Agreement.

13.5 **Seller's Competition.**

13.5.1 In consideration for the payment by Purchaser of the Purchase Price, Seller will not, at any time within the 3 year period immediately following the Closing Date, directly or indirectly engage in, or have any interest in any Entity (whether as an employee, officer, director, agent, security holder, creditor, consultant, or otherwise) that engages in any activity in California that is the same as, similar to, or competitive with any activity now engaged in by Pasa Verde.

13.5.2 The Parties intend that the covenant contained in the preceding portion of this section be construed as a series of separate covenants, one for each county and city in the State of California. Except for geographic coverage, each such separate covenant will be considered identical in terms to the covenant contained in the preceding paragraph. If, in any Proceeding, a court refuses to enforce any of the separate covenants included in this paragraph, the unenforceable

covenant will be considered eliminated from these provisions for the purpose of those Proceedings to the extent necessary to permit the remaining separate covenants to be enforced.

13.5.3 Seller will not; divulge, communicate, use to the detriment of Purchaser or for the benefit of any other Person, or misuse in any way, any confidential information or trade secrets of Pasa Verde, including personnel information, secret processes, know-how, customer lists, recipes, formulas, or other technical data. Seller acknowledges and agrees that any information or data he has acquired on any of these matters or items was received in confidence and as a fiduciary of Pasa Verde.

14. **PURCHASER'S COVENANTS.**

14.1 **Post Closing Financial Commitment.** During the period of eighteen (18) months following the Closing Date, Purchaser shall fund the Business with not less than Four Hundred and Fifty Six Thousand Dollars and No Cents (USD \$456,000.00) in additional working capital ("Working Capital Commitment", provided however, the Working Capital Commitment shall be adjusted on a dollar for dollar basis to subtract any funds advanced by Purchaser, by way of equipment purchases, advances, loans or promissory notes provided to Seller or Pasa Verde prior to the Closing Date.

15. **INDEMNIFICATION BY PURCHASER.** Purchaser shall indemnify, defend and hold Seller free and harmless at all times against and in respect to any and all claims, demands, losses, costs, expenses, litigation, liabilities, damages (regular or punitive), recoveries and deficiencies, including interest, penalties, and attorneys' fees, which are asserted against Seller or that Seller may incur or suffer, which arise out of, result from or relate to the assets or the Business of Pasa Verde on or after the Closing Date. In conjunction with this indemnification, Seller shall notify Purchaser of any claim, demand, or other matter to which Purchaser's indemnification obligation described in this section would apply, and shall give Purchaser a reasonable opportunity to defend the same at the expense of Purchaser with counsel selected by Purchaser for a third party claim with Seller to participate and cooperate in said defense. The Parties acknowledge and agree that this indemnification by Purchaser does not apply to any claims made by any banks, lenders or financial institutions that loaned money to Seller or Pasa Verde, which money was used to originally purchase the Pasa Verde Property in Pasa Verde's name, or to any claims made by third parties that do not arise out of, or relate to, Pasa Verde's assets or business on or after the Closing Date.

16. **INDEMNIFICATION BY SELLER.**

16.1 **Indemnification.** Subject to the terms and limitations of this Section 16, Seller shall indemnify, defend and hold Purchaser free and harmless at all times against and in respect to any and all claims, demands, losses, costs, expenses, litigation, liabilities, damages (regular or punitive), recoveries and deficiencies, including interest, penalties, and attorneys' fees, which are asserted against Purchaser or that Purchaser may incur or suffer ("Losses"), which arise out of, result from or relate to claims by any third parties claiming to have an actual or beneficial interest in Seller's Interest, or from Seller's breach of this Agreement.

16.2 Notice of Claim; Claims Periods. Purchaser shall give written notice of a Claim (a "Notice of Claim") to the Seller within a reasonable time after Purchaser first becomes aware of the existence of any potential Claim. The Claims Period for any Claim pertaining to indemnification for any failure of any representation or warranty made by the Seller in Sections 7.3 through 7.16 to be true and correct as of the Closing Date shall expire on the date that is twelve (12) months following the Closing Date. The Claims Period for a Claim for indemnification under Sections 7.1 or 7.2, or for any breach of a covenant of Seller shall expire forty-five (45) days following the expiration of the longest statute of limitations (including any extensions thereof) applicable thereto. No Claim or cause of action for indemnification against Seller may be made or brought following the expiration of the applicable Claims Period except in the event of fraud, intentional misrepresentation or willful misconduct; provided that, in the event a Notice of Claim for indemnification has been made prior to the expiration of the applicable Claims Period, then such Claim (and only such Claim), if not resolved prior to the expiration of the Claims Period, shall survive until such time as that claim for indemnification is fully and finally resolved.

16.3 Limitations. No Claim may be made by Purchaser for indemnification (x) for any Claim with respect to any individual Loss (or series of related losses arising out of the same or substantially similar circumstances) which is less than \$5,000 and (y) until such time as the total amount of all Losses that have been suffered or incurred by Purchaser exceeds \$50,000 in the aggregate, at which time Purchaser shall be entitled to indemnification for all such losses. The aggregate amount of indemnification for all Claims and Losses for which Purchaser may recover from the Seller under this Agreement shall not exceed the Initial Purchase Price, except in the event of fraud, intentional misrepresentation or willful misconduct by Seller, in which case the amount of Losses for which Purchaser may receive indemnification shall not be limited.

16.4 Defense of Third-Party Claims. The Purchaser shall give Seller a reasonable opportunity to determine and conduct the defense or settlement of any Third-Party Claim, and the costs and expenses incurred by an Purchaser in connection with such defense or settlement (including reasonable attorneys' fees, other professionals' and experts' fees and court or arbitration costs) shall be included in the Losses for which Purchaser may seek indemnification pursuant to a Claim hereunder. The Purchaser may (at its expense) participate in, but shall not control, any defense of the Third-Party Claim or any settlement negotiations with respect to the Third-Party Claim. No settlement of any Third-Party Claim with any third party claimant shall be determinative of the existence of or amount of Losses relating to such matter, except with the consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed and which consent shall be deemed to have been given unless the Seller shall have objected within fifteen (15) days after a written request for such consent by the Purchaser, which written request shall specify the amount of the settlement.

16.5 Tax Consequences of Indemnification Payments. All payments (if any) made pursuant to any indemnification obligations under this Article VII will be treated as adjustments to the purchase price for tax purposes and such agreed treatment will govern for purposes of this Agreement, unless otherwise required by law.

16.6 Exclusive Remedy; No Contribution. The foregoing indemnification provisions of this Section 16 shall be the sole and exclusive remedy of the Purchaser with respect to Claims and to the matters described in this Section (other than in the case of fraud, intentional

misrepresentation or willful misconduct), except that any party shall be entitled to seek an injunction or other equitable relief if and when appropriate.

17. **FINDER'S FEE AND BROKERS.** Each party represents that, other than Foundation Markets fee agreement dated January 9, 2017 ("Foundations Payable"), it has dealt with no broker or finder in connection with any transaction contemplated by this agreement, and, as far as it knows, no broker or other Person is entitled to any commission or finder's fee in connection with any of these transactions, except the Foundation Payable. Seller and Purchaser each indemnify and hold harmless one another against any loss incurred by reason of any brokerage or other commission or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party.

18. **GENERAL PROVISIONS.**

18.1 **Amendment.** This Agreement may not be amended, modified or supplemented except by a written agreement executed by each of the Parties hereto.

18.2 **Arbitration.** Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall be submitted to arbitration in the City and County of San Francisco, California under the Commercial Rules of the American Arbitration Association. Either party may request the arbitration which shall be governed by the law of the State of California. Any award rendered therein shall be final and binding upon each of the parties. Initially, the costs and expenses of the arbitration proceeding, including but not limited to the arbitrator's fees and any expenses related to the facilities in which the arbitration is conducted, shall be shared equally among the parties to the arbitration. Each of the parties shall bear his own attorneys' fees and expenses provided, however, that the arbitrator shall, if he or she determines that there is a prevailing party, include an award for attorneys' fees and costs to said prevailing party. For purposes of this paragraph, the costs to be awarded to the prevailing party shall include the costs, expenses and fees related to the arbitrator and the facilities, in addition to other out-of-pocket costs.

18.3 **Assignment.** No assignment or transfer by any Party of their respective rights and obligations hereunder shall be made except with the prior written consent of the other Parties hereto.

18.4 **Attorney Fees.** In the event that any litigation or other proceeding is commenced between the Parties, their successors or assigns concerning the enforcement or interpretation of any provision of this Agreement or the rights and duties of any Party in relation thereto, the Party or Parties prevailing in such litigation, arbitration, or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees, which sum shall be determined by the court in such litigation or by separate legal action brought for that purpose. For purposes of this paragraph, the prevailing Party shall be determined in accordance with the provisions of California Civil Code Section 1717.

18.5 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

18.6 **Captions.** The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

18.7 **Complete Agreement.** This Agreement constitutes the complete and exclusive statement of agreement among the Parties with respect to the subject matter herein and therein replaces and supersedes all prior written and oral agreements or statements by and among the Parties. No representation, statement, condition or warranty not contained in this Agreement shall be binding on the Parties or have any force or effect whatsoever.

18.8 **Controlling Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California without reference to California's choice of law rules.

18.9 **Counsel to Purchaser.** The firm of JRG Attorneys at Law (the "Firm") has been employed to prepare the initial draft of this Agreement for review by the Parties and their respective advisors or counsel. Each Party acknowledges that the Firm represents Purchaser and that, in the absence of any other written agreement, the Firm shall owe no duties directly to any party other than Purchaser. In the event of any dispute or controversy arising between any party and Purchaser, each party agrees that the Firm may continue to represent Purchaser in any such dispute or controversy. Each Party irrevocably consents to such representation and acknowledges that the Firm has not represented the interest of any other Party in the preparation of this Agreement.

18.10 **Counterparts.** This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18.11 **Enforcement of Certain Rights.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the Parties hereto, and their successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such person, firm or corporation being deemed a third party beneficiary of this Agreement.

18.12 **Fees and Expenses.** Each party shall pay its own fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the fees, costs and expenses of its accountants and counsel.

18.13 **Further Documents and Acts.** The Parties to this Agreement shall, in good faith, exercise and perform such other acts as are reasonably necessary and appropriate to consummate and carry out the terms and conditions and other contracts described under this Agreement. The Parties agree to execute and deliver such further instruments, agreements, contracts and documents, as may be reasonably required to effectuate the stated and intended purposes of this Agreement.

18.14 **Interpretation.** In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or his or its counsel.

18.15 **Jurisdiction and Venue.** The Parties acknowledge and understand that the making of this Agreement is in the City and County of San Francisco, California. Any lawsuit, arbitration, mediation or other remedial process shall be filed and maintained in San Francisco, California.

18.16 **Number; Gender.** Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders.

18.17 **Notices.** All notices and other communications to be made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the Party to whom service is given, or on the third day after mailing, if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed to the respective Party.

18.18 **Remedies Cumulative.** The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

18.19 **Right of Setoff.** Purchaser shall have the right to set off the entire amount of any claim with respect to which Purchaser may be indemnified by the Seller hereunder and any breach under Sections 7, 13, and 16 against any obligation of Purchaser to make any payment to Seller including but not limited to, an applicable Earn Out payment or other payments due under the Consulting Agreement.

18.20 **Severability.** If any provision of the Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

18.21 **Time of the Essence; Computation of Time.** Time is of the essence for each and every provision of this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or any date that is a legal holiday in the State of California, then the Party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day that is a regular business day.

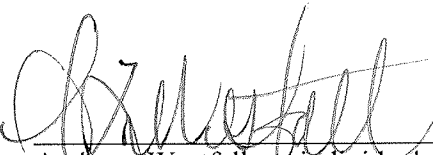
18.22 **Waiver.** The Parties hereto, by or pursuant to action taken by their respective members, partners or officers, may, to the extent legally permitted: (i) extend the time for the performance of any of the obligations or other acts of any other Party; (ii) waive any inaccuracies in the representations or warranties of any other Party contained in this Agreement or in any document or certificate delivered pursuant hereto; (iii) waive compliance or performance by any other Party with any of the covenants, agreements or obligations of such Party contained herein; and (iv) waive the satisfaction of any condition that is precedent to the performance by the Party so waiving of any

of its obligations hereunder. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by one Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have executed this Membership Interest Purchase Agreement as of the date first written above.

SELLER:

By: 
Anthony Westfall, an individual

PURCHASER:

NH Nevada, LLC
A Nevada limited liability company

By: 
Jim Frazier, President

NUTRITIONAL HIGH:

Nutritional High International, Inc.
A Canadian corporation

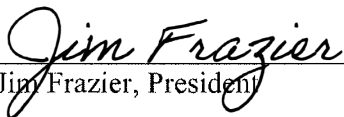
By: 
Jim Frazier, President

Exhibit A –Liabilities Not Being Assumed by Purchaser

Good Company Wines Inc. -v	134,992.49
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A handwritten signature in black ink, consisting of several overlapping loops and a trailing line.

Exhibit B –Advances, Debts, Obligations and Liabilities

American Express	3,228.60
Atlas Disposal Industries	487.11
Boyd Plumbing, Inc.	3,000.00
Capital One	96.50
Elite Power Inc.	68,132.05
IPFS	594.18
Kokyou Chau (Coil)	17,600.00
Lorine Claus	2,000.00
SMUD	742.00
State Fund	1,038.83
TOTAL	\$ 96,919.27

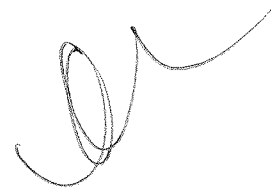


Exhibit C –Assets, Owned and Leased Real and Personal Property

Vendor	EQUIPMENT
MRX	100L CO2 Super Critical Extraction (includes heater, chiller, air compressor, CO2 rig)
Buchi	2 - Buchi 20L Rotary Evaporators with most corresponding glassware and accessories to run post processing
DLSB	2 - DLSB 50L Rotary Evaporators w/ chillers
Capna Fabrication	Capna - Ethos 6 Cryo Extractor
YECHEM	YMD150 Molecular Distillation VTA molecular distillation
Misc	Walk in Freezer
VWR	Cryo Freezer 1
Fisher Scientific	Cryo Freezer 2 Propane Tank Pelletizer
VWR	Forced Air Oven
AI	Vacuum Oven Steam Distillation Equipment 20 gallon Steam Distillation Equipment 10 gallon Chinese Pelletizer Vacuum Pump
Root Sciences	water bath 4 - Hot plates Chest freezer Electric Pallet Jack 2 - 250 gallon carboys ~Misc Storage bins for trim ~Misc office furniture ~Misc tables, shelves, carts, etc 3 - Grinders

Exhibit D- Other Contracts

<u>Contracted Party</u>	<u>Contract Date</u>
CURA CA LLC	01-May-17
Rain Inc.	17-May-18
Kings Valley Holding Co	11-Jan-18

