SECURITIES PURCHASE AGREEMENT

Made as of July 30, 2021

Between

Sapientia Technology, LLC
(the "**Company**")

and

Innovative Prairie Snack Foods Ltd.
("**Innovative**")

and

The Members of Sapientia Technology, LLC comprised of Bortone Family Investments, Inc., Food Investment Technologies, LLC, and Natura Snacks, LLC
(together the "**Vendors**")
and

Eterna Foods Investments Corp. as owner of Innovative
("**Eterna**")

and

Rockshield Capital Corp.,
("**Purchaser**")

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(the "**Company**")

and

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and

The Members of Sapientia Technology, LLC comprised of Bortone Family Investments, Inc., Food Investment Technologies, LLC, and Natura Snacks, LLC (together the "**Vendors**")

and

Eterna Foods Investments Corp., as the sole shareholder of Innovative
("**Eterna**")

and

Rockshield Capital Corp.
("**Purchaser**")

RECITALS

A. The Vendors are the owners of all membership interests in the Company.

B. Eterna is the registered and beneficial owner of all of the issued and outstanding shares in the capital of Innovative.

C. The Purchaser wishes to purchase and each of the Vendors and Eterna wishes to sell all of the membership interests and/or issued and outstanding shares in the capital of the Company and Innovative, respectively.

The Parties therefore agree as follows:

ARTICLE 1– INTERPRETATION

1.1 Definitions

In this Agreement:

"**Accounting Records**" means all of the books of account, accounting records and other financial information of the Company and Innovative (whether in written, printed, electronic or computer printout form, or stored electronically, digitally or on computer related media);

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with that other Person. For purposes of this definition, a Person "controls" another Person if that Person possesses, directly or indirectly, the power to direct the management and policies of that other Person, whether through ownership of voting securities, by contract or otherwise and "controlled by" and "under common control with" have similar meanings. Affiliates also means any subsidiary, division, or other related entity of Purchaser, including but not limited to, Nutrition One and The Healthy Table Superfoods and any successor entities of same.

"**Agreement**" means this securities purchase agreement;

"**Applicable Laws**" means any and all applicable (i) laws, statutes, rules, regulations, by-laws, codes, treaties, constitutions and ordinances; and (ii) Orders, in each case having force of law;

"**Books and Records**" means the Accounting Records and all other information in any form relating to the Company or Innovative or the Business, including sales and purchase records, lists of suppliers and customers, credit and pricing information, personnel and payroll records, tax records, production reports and records, inventory reports and records, marketing and advertising materials, and all other documents, files and corporate records, (whether in written, printed, electronic or computer printout form, or stored electronically, digitally or on computer related media);

"**Business**" means the business carried on by the Company or Innovative consisting of the development and manufacture of plant based food and ingredients;

"**Business Day**" means any day except Saturday, Sunday, any statutory holiday in the United States or Canada or any other day on which banks are closed for business;

"**Closing**" means the completion of the purchase and sale of the Purchased Securities and all other transactions contemplated by this Agreement;

"**Closing Date**" means July 30, 2021, or such other date as is agreed to by the Parties in writing;

"**Closing Document**" means any agreement, certificate or other instrument to be executed or delivered at Closing as contemplated by this Agreement;

"**Closing Time**" means 2:00 p.m. in the United States Central time zone on the Closing Date or such other time on the Closing Date as the Company and the Purchaser may agree in writing that the Closing will take place;

"**Consent**" means any approval, consent, permit, waiver, ruling, exemption, acknowledgement or similar authorization from any Person other than (i) the Company or Innovative, or (ii) any Governmental Authority, including those required by Applicable Laws or under the terms or conditions of any Contract;

"**Contract**" means any contract, agreement, instrument or other legally binding commitment or arrangement, written or oral, to which the Company or Innovative is a party or under which it has rights or obligations;

"**Damages**" means, whether or not involving a Third Party Claim, any and all loss, liability, cost, claim, interest, fine, penalty, assessment, damages available at law or in equity, expense, including the costs and expenses of any action, application, claim, complaint, suit, proceeding, demand, assessment, judgment, settlement or compromise relating thereto (including the reasonable costs, fees and expenses of legal counsel on a full indemnity basis without reduction for tariff rates or similar reductions and all reasonable costs of investigation), or diminution in value, but excluding in all cases punitive or consequential damages;

"**Data Room**" means the virtual data room made available by the Vendors and the Company in respect of the Company and Innovative, access to which was provided to the Purchaser and its Representatives for purposes of their due diligence investigations in connection with the transactions contemplated by this Agreement;

"**Debt Instrument**" means any bond, debenture, promissory note, trust indenture, loan agreement or other agreement evidencing indebtedness for borrowed money;

"**Disclosure Letter**" means the disclosure letter of the Company, dated concurrent with the date hereof;

"**Duties**" means any duties, tariffs, taxes or other such measures levied or imposed on imported goods under (i) the *Customs Tariff* (Canada), the *Excise Act* (Canada), the *Excise Act, 2001* (Canada), the *Excise Tax Act* (Canada), the *Special Import Measures Act* (Canada), or any other similar legislation enacted in Canada (but not including the goods and services tax or harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada)), (ii) the *Trade Act* (United States), the *Tariff Act of 1930* (United States) or any other similar legislation enacted in the United States or in a foreign jurisdiction.

"**Employee**" means any individual who is employed by the Company or Innovative, whether on a full-time or part-time basis;

"**Employee Benefit Plans**" means any plan, policy, agreement or arrangement (whether written or unwritten) relating to stock options, stock purchases, stock awards, deferred compensation, bonus, profit sharing, severance, retention, termination, retirement, pension, health, dental or other medical, life, disability or other insurance (whether insured or self-insured), mortgage insurance, employee loan, employee assistance, supplementary unemployment benefits, supplementary retirement, welfare benefits, change of control, fringe benefits, supplemental benefits or other employee benefits, in each case, sponsored, maintained or contributed to, or required to be sponsored, maintained or contributed to, by

the Company or Innovative for the benefit of current or former Employees, officers or directors of the Company or Innovative, other than any multiemployer plan, the Canada Pension Plan, any health or drug plan established and administered by a province, and any employment, parental or workers' compensation insurance provided by Canadian federal or provincial Applicable Laws;

"**Environment**" means the environment or natural environment as defined in any Environmental Law and includes soil, air, surface water, ground water, land surface and subsurface strata;

"**Environmental Laws**" means Applicable Laws relating to the Environment, including Applicable Laws relating to the generation, manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, labelling, handling and the like of Hazardous Substances;

"**Equipment**" means the personal or moveable property of the Company or Innovative as listed in the Disclosure Letter;

"**Financial Statements**" means the unaudited financial balance sheet of the Company or Innovative through July 20, 2021;

"**Governmental Authority**" means any federal, provincial, municipal, local or foreign government, agency, department, ministry, body, court or commission exercising legislative, executive, judicial, administrative or regulatory functions of or pertaining to government;

"**Guarantee**" means any agreement, contract or commitment providing for the guarantee, indemnification, assumption or endorsement or any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any Person;

"**Hazardous Substance**" means any chemical, substance, contaminant, waste, pollutant or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws, including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), residual materials, noise, vibration, petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;

"**Indebtedness**" means, as of any time, without duplication, (a) the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations arising under any indebtedness for borrowed money or indebtedness issued in substitution or exchange for borrowed money (but excluding any trade payables and accrued expenses arising in the ordinary course of business), and indebtedness evidenced by any note, bond, debenture or other debt security, in each case, to the extent constituting an obligation or indebtedness of the Company or Innovative, (b) the net obligations or receivables of the Company or Innovative under any interest rate, commodity or currency swap, cap, collar or futures contract or other interest rate, commodity or currency hedging arrangement, in each case, as if terminated at such time (it being understood that any obligations of the Company or

Innovative in respect of the foregoing shall be added to Indebtedness and any receivables of the Company or Innovative (as applicable) in respect of the foregoing shall reduce Indebtedness), (c) all reimbursement obligations of the Company or Innovative under letters of credit to the extent such letters of credit have been drawn, and (d) guarantees of the indebtedness referred to in clause (a) given by the Company or Innovative in favor of any third party. Notwithstanding the foregoing, "Indebtedness" shall not include (i) obligations under any operating or capital leases or (ii) undrawn letters of credit;

"**Innovative Shares**" means the common shares in the capital of Innovative;

"**Intellectual Property**" means:

(i) all patents, patent rights, patent applications, reissues, continuations, continuations in-part, re-examinations, divisional applications and analogous rights to them, and inventions and discoveries owned or used by the Company or Innovative in connection with the Business;

(ii) all trademarks, trademark applications and registrations, signs, trade dress, service marks, logos, slogans, brand names and other identifiers of source owned or used by the Company or Innovative in connection with the Business;

(iii) all copyrights and copyright applications and registrations owned or used by the Company or Innovative in connection with the Business;

(iv) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations owned or used by the Company or Innovative in connection with the Business;

(v) all trade names, trade name registrations, business names, corporate names, telephone numbers, domain names, domain name registrations, website names and worldwide web addresses, social media accounts and social media handles and other communication addresses owned or used by the Company or Innovative in connection with the Business;

(vi) all rights and interests in and to works, inventions (whether patentable or not), processes, data, databases, confidential information, trade secrets, designs, knowhow, technical information, product formulae and information, manufacturing, engineering and other technical drawings and manuals, technology, technical information, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information owned or used by the Company or Innovative in connection with the Business;

(vii) all other intellectual property rights owned or used by the Company or Innovative in carrying on, or arising from the operation of, the Business,

and foreign equivalents or counterpart rights, in any jurisdiction throughout the world;

(viii) all licenses granted to the Company or Innovative of the intellectual property described in paragraphs (i) to (vi) above; and

(ix) all goodwill associated with any of the foregoing;

"**Interested Person**" means any present or former officer, director, shareholder, member, or employee of the Company or Innovative, or any Person with which any of the foregoing does not deal at arm's length within the meaning of the Tax Act;

"**Interim Period**" means the period from and including the time of execution of this Agreement to and including the Closing Time;

"**Leased Property**" means any premises which are leased, subleased, licensed, used or occupied by the Company or Innovative and the interest of the Company or Innovative in all plants, buildings, structures, fixtures, erections, improvements, easements, rights-of-way, spur tracks and other appurtenances situated on or forming part of those premises;

"**Leases**" means any real and/or immovable property leases or other rights of occupancy relating to real and/or immovable property to which the Company or Innovative is a party or under which it has rights or obligations, whether as lessor or lessee, and listed or described in Section 3.2(21);

"**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review and any application for same;

"**License**" means any license, permit, approval, authorization, certificate, directive, order, variance, registration, right, privilege, concession or franchise issued, granted, conferred or otherwise created by any Governmental Authority;

"**Lien**" means any lien, mortgage, charge, pledge, hypothec, prior claim, pledge, claim, restriction, security interest, assignment, option, conditional sale, warrant, lease, sublease, easement, restrictive covenant, title retention agreement, statutory or deemed trust, adverse claim or other encumbrance of any kind (whether created or arising by agreement, statute or otherwise at law), which secures payment or performance of an obligation or otherwise affects the right, title or interest in or to any particular property;

"**LOI**" means the letter of intent dated March 23, 2021 between Novel Agri-Technologies Inc. and the Company;

"**Material Adverse Effect**" means any event, change, effect, condition, fact, development, occurrence or circumstance that, individually or in the aggregate with all other events, changes, effects, conditions, facts, developments, occurrences or circumstances, is or would reasonably be expected to be material and adverse to the Business or the results of

operations, capital, properties, condition (financial or otherwise), assets, obligations or liabilities of the Company or Innovative taken as a whole, except any such event, change, effect, condition, fact, development, occurrence or circumstance resulting from or arising out of:

(i) any change in global, national or regional political, regulatory or legislative conditions or in general economic, business, regulatory, political, commodity, currency or market conditions or in national or global financial or capital markets (including credit market or securities markets);

(ii) any change generally affecting the industries in which the Company or Innovative thereof operates;

(iii) acts of terrorism, military actions or war (whether or not declared), protests, riots or civil unrest, or any natural or man-made disaster, climate change, act of God (including any flood, drought, forest fire or storm), pandemic (including the COVID-19 pandemic) or other health crisis or public health event or the worsening of any of the foregoing;

(iv) any adoption, proposed implementation or change in Applicable Laws (including any "shelter-in-place" and "stay-at-home" Applicable Laws), or any changes in generally accepted accounting practices (or any change in the authoritative interpretation or enforcement by a Governmental Authority of any of the foregoing);

(v) any stoppage or shutdown of a Governmental Authority;

(vi) any global or national changes or developments in or relating to currency exchange rates or interest rates;

(vii) the failure by the Business to meet any financial projections, forecasts, budgets or revenue or earnings predictions (it being understood that the underlying cause of any such failure may be taken into account in determining whether a Material Adverse Effect has occurred to the extent not otherwise excluded by clauses (i) through (ix));

(viii) any action taken or refrained from being taken, in each case, either (a) pursuant to or under Applicable Laws or (b) which the Purchaser has approved, consented to or requested following the date of this Agreement;

(ix) any change resulting from the negotiation, execution, performance or announcement of this Agreement or the consummation of the transactions contemplated herein, including any such change relating to the identity of, or facts and circumstances relating to, Purchaser or any of its Affiliates and including any losses or threatened losses or other actions of customers, suppliers, licensors, partners, providers, employees or other Persons having relationships with the Business; or

(x) any matter set forth in the Schedules,

except, in the case of clauses (i) to (vi) above, to the extent that any such event, change, effect, condition, fact, development, occurrence or circumstance has a materially disproportionate effect on the Company or Innovative, taken as a whole, relative to other participants in the markets and industries in which the Company or Innovative operate; provided that the Purchaser will not seek to assert that a Material Adverse Effect has occurred on the basis that the COVID-19 pandemic or related events have had or may have a disproportionately adverse effect on the Company or Innovative, taken as a whole, relative to other companies operating in the industries in which the Company or Innovative operates.

"Material Contracts" has the meaning specified in Section 3.2.24;

"**Membership Interests**" means the ownership interests held by the members of the Company;

"**Net Sales**" means total revenue, minus the cost of sales returns, allowances, and discounts.

"**Non-Recourse Parties**" means, with respect to a Person, such Person's Affiliates and its and their respective portfolio companies and its and their respective past, current or future directors, officers, employees, incorporators, members, partners, equityholders, agents, attorneys, advisors, representatives, successors and assigns.

"**Order**" means any order, directive, judgment, decree, award or writ of any Tribunal;

"**Owned Real Property**" means the real and/or immovable property owned by the Company or Innovative, and includes all plants, buildings, structures, erections, improvements, appurtenances and fixtures situated on or forming part of that property;

"**Parties**" means the Vendors, Eterna, the Company, Innovative and the Purchaser and "**Party**" means any one of them;

"**Permitted Liens**" means:

(i) Liens for Taxes and utilities which are not due or in arrears, or which are being contested in good faith by appropriate Legal Proceedings and for which adequate accruals, provisions or reserves (based on good faith estimates of management) have been set aside for the payment thereof;

(ii) Easements, servitudes, encroachments, right of way and other minor imperfections of title which, individually or in the aggregate, would not reasonably be expected to interfere in any material respect with the ordinary conduct of the Business or materially impair the continued use or operation of the relevant real or immovable property for the purpose for which it is currently used;

(iii) Liens imposed or promulgated by Applicable Laws with respect to real or immovable property, including zoning, building or similar restrictions, as well as Liens consisting of (a) easements, rights of way, servitudes, restrictions and similar rights in real or immovable property and (b) the reservations, limitations, provisions and conditions, if any, expressed in any original grant from the Crown of any real or immovable property or any interest therein or in any similar grant from a Governmental Authority in jurisdictions other than Canada; provided that any such items would not, individually or in the aggregate, reasonably be expected to interfere in any material respect with the ordinary conduct of the Business or materially impair the continued use or operation of such real or immovable property for the purpose for which it is currently used;

(iv) construction, mechanics', carriers', workers', repairers', storers' or other similar Liens (including, in the Province of Saskatchewan, legal hypothecs in favour of architects, engineers, suppliers of material, workmen or subcontractors): (a) that, individually or in the aggregate, are not material, (b) that arose or were incurred in the ordinary course of business and/or ordinary industry practices, (c) that are related to obligations not due or in arrears or, if due, are not delinquent or are being contested in good faith by appropriate Legal Proceedings and for which adequate accruals or reserves (based on good faith estimates of management) have been set aside for the payment thereof, (d) that have not been registered or filed under Applicable Laws, and (e) for which notice in writing has not been given to the Vendors, Eterna or the Company or Innovative; and

(v) the Liens listed or described in the Disclosure Letter;

"**Person**" includes any individual, body corporate, unlimited liability company, limited liability corporation, partnership, limited liability partnership, sole proprietorship, firm, joint stock company, joint venture, trust, unincorporated association, unincorporated organization, syndicate, Governmental Authority and any other entity or organization of any nature whatsoever;

"**Personal Information**" means any information in the possession or control of the Company about an identifiable individual other than the name, title or business address or telephone number of an Employee;

"**Privileged Communications**" has the meaning specified in Section 9.19(b);

"**Purchase Price**" means the consideration payable by the Purchaser to the Vendors and Eterna in respect of the acquisition of the Purchased Securities under Section 2.2;

"**Purchased Securities**" means: (a) all of the Membership Interests owned by the Vendors; and (b) all of the issued and outstanding Innovative Shares owned by Eterna;

"**R&W Policy**" has the meaning specified in Section 4.3.3.

"**Regulatory Clearance**" means any approval, clearance, clearance consent, permit, waiver, ruling, exemption, acknowledgement or similar authorization from any Governmental Authority, including those required by Applicable Laws or under the terms or conditions of any Contract, License or Order, including but not limited to Competition Act Clearance, HSR Act Clearance and the Ministry Approvals;

"**Release**" means any release or discharge of any Hazardous Substance, including any burial, incineration, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leaching, migration, dispersal, dispensing or disposal;

"**Released Claims**" has the meaning specified in Section 9.18.

"**Released Parties**" has the meaning specified in Section 9.18.

"**Releasing Parties**" has the meaning specified in Section 9.18.

"**Representatives**" means, in respect of a Party, that Party's directors, officers, employees, agents, solicitors, accountants, professional advisors and other representatives involved in the transactions contemplated by this Agreement and, in the case of the Vendors and Eterna prior to Closing, includes those of the Company or Innovative;

"**Rockshield Shares**" means the common shares of the Purchaser;

"**Royalty Agreement**" means the royalty agreement, to be entered into at the Closing Date between the Company and the Vendors in substantially the form set out in Schedule B;

"**Tax Act**" means the applicable tax laws of the United States including the Internal Revenue Code as to United States Matters, and, in respect of Canadian matters, as the context requires, includes the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), the *Income Tax Application Rules*, R.S.C. 1985, c. 2 (5th Supp.), and the *Income Tax Regulations*, C.R.C., c. 945, in each case as amended to the date of this Agreement;

"**Tax Legislation**" means the Tax Act and all federal, state, provincial, territorial, municipal, foreign or other statutes imposing a tax, including all treaties, conventions, rules, regulations, orders and decrees of any jurisdiction;

"**Tax Returns**" means all reports, elections, returns, and other documents required to be filed under the provisions of any Tax Legislation and any tax forms required to be filed, whether in connection with a Tax Return or not, under any provisions of any applicable Tax Legislation;

"**Tax**" or "**Taxes**" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any applicable Tax Legislation, including, federal, state, provincial, territorial, municipal and local, foreign or other income, capital, goods and services, sales, use, consumption, excise, value-added, business, real or immovable property, personal property, transfer, franchise, withholding, payroll, or employer health

taxes, customs, import, anti-dumping or countervailing duties, federal, state or provincial pension plan contributions, employment insurance premiums, and provincial workers' compensation payments, including any interest, penalties and fines associated therewith;

"**Tribunal**" means any court (including a court of equity), arbitrator or arbitration panel, or any Governmental Authority or other body exercising adjudicative, regulatory, judicial or quasi-judicial powers, including any stock exchange;

1.2 Certain Rules of Interpretation

In this Agreement:

(a) **Accounting Principles** – Unless otherwise specified, any reference in this Agreement to "generally accepted accounting principles" is to the generally accepted accounting principles in effect in the United States at the date of this Agreement.

(b) **Consent** – Whenever a provision of this Agreement requires or contemplates the consent or approval of a Party and that approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, that Party will be deemed to have withheld its approval or consent.

(c) **Currency** – Unless otherwise specified, all dollar amounts in this Agreement, including the symbol "$", refer to United States currency.

(d) **Gender and Number** – In this Agreement, unless the context requires otherwise, any reference to gender includes all genders and words importing the singular number only include the plural and vice versa.

(e) **Headings, etc.** – The division of this Agreement into Articles, Sections and other subdivisions and the inclusion of headings and a table of contents are provided for convenience only and do not affect the construction or interpretation of this Agreement.

(f) **Including** – In this Agreement, the words "include" or "including" mean "include (or including) without limitation" and the words following "include" or "including" are not to be considered an exhaustive list.

(g) **Knowledge** – Any reference to "the knowledge of the Company" means the actual knowledge, after reasonable enquiry, of Dr. Gino Bortone.

(h) **Performance on Holidays** – If any act is required by the terms of this Agreement to be performed on a day which is not a Business Day, the act will be valid if performed on the next succeeding Business Day.

(i) **References to Persons** – Unless the context otherwise requires, any reference in this Agreement to a Person includes its successors and permitted assigns.

(j) **References to this Agreement** – The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement as a whole and not to any particular section or portion of it.

(k) **Time** – Time is of the essence of this Agreement, and no extension or variation of this Agreement will operate as a waiver of this provision.

(l) **Time Periods** – Unless otherwise specified, a period of days will be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Central time) on the last day of the period. If a period of time is to expire on any day that is not a Business Day, the period will be deemed to expire at 5:00 p.m. (Central time) on the next succeeding Business Day.

(m) **Trade Terms** – Unless otherwise defined in this Agreement, words or abbreviations which have well-known trade meanings are used in this Agreement with those meanings.

1.3 Schedules and Exhibits

The following Schedules and Exhibits form an integral part of this Agreement:

Schedule "A"– Members of Sapientia Technology, LLC

Schedule "B" – Royalty Agreement

Schedule "C" – Intellectual Property

Schedule "D" – Form Investment Agreement

ARTICLE 2
PURCHASE AND SALE OF PURCHASED SECURITIES

2.1 Purchase and Sale

Subject to the terms and conditions of this Agreement, at the Closing Time, the Vendors and Eterna shall sell to the Purchaser, and the Purchaser shall purchase from the Vendors and Eterna, all of the Purchased Securities.

2.2 Amount of Purchase Price

The consideration payable by the Purchaser to the Vendors for the Purchased Securities (the "**Purchase Price**") will equal eight million U.S. dollars ($8,000,000.00). Such Purchase Price shall be allocated as between the Vendors as set forth below in Section 2.3.

2.3 Payment Schedule

The Purchase Price shall be paid as follows:

(a) on the Closing Date, the sum of $1,000,000.00 in cash in immediately available funds and the issuance of $1,600,000.00 in Rockshield Shares, priced at the volume weighted average price of the Rockshield Shares on the Canadian Securities Exchange for the thirty (30) trading days immediately preceding the Closing Date, subject to applicable securities laws and a four-month restriction on trading, which shall be allocated to Vendors as follows:

(i) Bortone Family Investments, Inc.: 50% or $500,000.00; $800,000 in Rockshield Shares;

(ii) Food Investment Technologies, LLC: 40% or $400,000.00; $640,000 in Rockshield Shares; and

(iii) Natura Snacks, LLC: 10% or $100,000.00; $160,000 in Rockshield Shares;

(b) On or before August 30, 2021, the sum of $1,000,000 in cash in immediately available funds, which shall be allocated to Vendors as follows:

(i) Bortone Family Investments, Inc.: 50% or $500,000.00.

(ii) Food Investment Technologies, LLC: 40% or $400,000.00; and

(iii) Natura Snacks, LLC: 10% or $100,000.00;

(c) On or before October 31, 2021, the sum of $2,000,000 in cash in immediately available funds, which shall be allocated to Vendors as follows:

(i) Bortone Family Investments, Inc.: 50% or $1,000,000.00.

(ii) Food Investment Technologies, LLC: 40% or $800,000.00; and

(iii) Natura Snacks, LLC: 10% or $200,000.00;

and

(d) On or before December 31, 2021, the sum of $2,400,000 in cash in immediately available funds, which shall be allocated to Vendors as follows:

(i) Bortone Family Investments, Inc.: 50% or $1,200,000.00.

(ii) Food Investment Technologies, LLC: 40% or $960,000.00; and

(iii) Natura Snacks, LLC: 10% or $240,000.00.

In the event Purchaser fails to make the payments and/or transfers above within a 5-day grace period of said dates above, a late payment penalty of 5% of the unpaid amount will be assessed and will be immediately due and owing by Purchaser and paid to Vendors in the percentages shown above. Should Purchaser fail to make the payments and or transfers above and fail to pay the late payment penalty described herein, Vendors will be entitled

to recovery of all costs and attorneys' fees incurred in enforcing the provisions of this Section.

In addition, at the Closing Date, the Company (post-acquisition Sapientia Technology, LLC) and the Vendors shall enter into the Royalty Agreement to be attached hereto as Schedule B.

The Rockshield Shares to be issued to the Vendors have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the securities or "blue sky" laws of any state of the United States, and will be issued in reliance on certain exemptions from U.S. federal and state registration requirements as "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act.

2.4 Vendor Wire Instructions

All cash payments contemplated under this Agreement shall be made to Vendors by wire in the form of immediately available funds using the wire instructions to be provided by Vendors.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendors

Each of the Vendors (which for purposes of this Article 3 also includes Eterna) represents and warrants to the Purchaser as set out in this Section 3.1 and acknowledges that the Purchaser is relying on those representations and warranties in entering into this Agreement and completing the transactions contemplated by it.

3.1.1 Organization and Qualification of the Vendors

If the Vendor is not an individual, the Vendor is validly existing under the laws of its jurisdiction of organization and has the requisite power and authority to own the Purchased Securities and to enter into and perform its obligations under this Agreement and each of the Closing Documents to which it is or is to become a party.

3.1.2 Authorization

Each Vendor has all necessary capacity to enter in this Agreement and all other agreements and instruments to be executed by each Vendor as contemplated by this Agreement and to carry out the obligations of each under this Agreement and such other agreements and instruments.

3.1.3 Validity of Agreement

This Agreement and each of the Closing Documents to which each Vendor is or is to become a party have been or will be duly executed and delivered by the Vendor and are or will be legal, valid and binding obligations of the Vendor enforceable against it in

accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

3.1.4 Title to Purchased Securities

The Purchased Securities are owned by the Vendors with good and valid title to the Purchased Securities, free and clear of all Liens other than Permitted Liens. On Closing, the Purchaser will acquire good and valid title to the Purchased Securities, free and clear of all Liens other than those restrictions on transfer, if any, stated in the articles of the Company, under Applicable Laws relating to securities regulations, and Liens granted by the Purchaser, if any.

3.1.5 No Conflicts

Except as set out in the Disclosure Letter, the execution and delivery of and performance by each Vendor of this Agreement do not and will not:

(a) result in the breach of, or conflict with, or allow any Person to exercise any rights under, or cause such Vendor, to be bound by any additional or more onerous obligation under, any of the terms or provisions of:

  (i) the organizational documents of such Vendor if the Vendor is not an individual; or

  (ii) any Contract to which such Vendor is a party, except as would not, individually or in the aggregate, reasonably be expected to have a material and adverse effect on the ability of such Vendor to consummate the transactions contemplated by this Agreement;

(b) result in the violation of any Applicable Law, except as would not, individually or in the aggregate, reasonably be expected to have a material and adverse effect on the ability of such Vendor to consummate the transactions contemplated by this Agreement;

(c) result in the creation of any Lien on the Purchased Securities.

Notwithstanding anything to the contrary contained herein, the Company provides no representation and warranty as to whether the performance by it of its obligations under this Agreement complies with applicable privacy legislation.

3.1.6 Residence of Vendor

Each of the Vendors is a “non-resident” of Canada within the meaning of the Tax Act.

3.2 Representations and Warranties of the Company

Each of the Vendors (which for purposes of this Article 3 also includes Eterna) jointly and severally represents and warrants to the Purchaser as set out in this Section 3.2 and acknowledges that the Purchaser is relying on those representations and warranties in entering into this Agreement and completing the transactions contemplated by it.

3.2.1 Organization and Qualification of the Company

The Company is a limited liability company organized under the laws of Florida, and Innovative is a corporation incorporated and existing under the laws of Canada. The Company and Innovative have the corporate power and capacity to own, lease, use and operate its property, carry on the Business as now being conducted by it and enter into and perform its obligations under this Agreement and each of the Closing Documents to which it is or is to become a party. The Company and Innovative are registered, licensed or otherwise qualified to carry on the Business and are in good standing in each of the jurisdictions in which the nature of the Business or the property or assets owned or leased by it makes that qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. The Company has no subsidiaries.

3.2.2 Authorization

The execution, delivery and performance by the Company and Innovative of this Agreement and the completion of the transactions contemplated by it have been duly authorized by all necessary corporate action on behalf of the Company and Innovative, respectively.

3.2.3 Validity of Agreement

This Agreement and each of the Closing Documents to which the Company or Innovative is or is to become a party have been or will be duly executed and delivered by each of the Company or Innovative, as the case may be, and are or will be legal, valid and binding obligations of each of the Company or Innovative, as the case may be, enforceable against each of them in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

3.2.4 Authorized and Issued Capital

The authorized capital of the Company consists of the Membership Interests, all of which have been duly issued and are outstanding as fully paid and non-assessable membership interests of the Company, all of which are owned by the Vendors in the manner set out in Schedule A hereto. The authorized capital of Innovative consists of 100 Class A Shares of which 100 Innovative Shares have been duly issued and are outstanding as fully paid and non-assessable shares in the capital of Innovative, all of which are owned by Eterna. All

of the Purchased Securities have been issued in compliance with Applicable Laws, including securities laws.

3.2.5 No Other Agreements or Options

No Person has any written or oral agreement or option or any right or privilege capable of becoming an agreement or option for (i) the purchase or other acquisition from the Vendors of any of the Purchased Securities; (ii) the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Company or Innovative; or (iii) other than in the ordinary course of business, the purchase or other acquisition from the Company of any of its undertaking, property or assets.

3.2.6 No Conflicts

The execution and delivery of and performance by the Company of this Agreement do not and will not:

(a) result in the breach of, or conflict with, or allow any Person to exercise any rights under, or cause the Company or Innovative to be bound by any additional or more onerous obligation under, any of the terms or provisions of:

(i) the organizational documents of the Company or Innovative; or

(ii) any Material Contract to which the Company or Innovative is a party, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(b) result in the breach of, or cause the termination, amendment or revocation of, any Consent or License held by the Company or Innovative or necessary to the ownership of the Purchased Securities or the operation of the Business, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(c) result in the violation of any Applicable Law, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(d) result in the creation of any Lien on the Purchased Securities or any of the property or assets of the Company or Innovative.

Notwithstanding anything to the contrary contained herein, the Vendors provide no representation and warranty as to whether the performance by it of its obligations under this Agreement complies with applicable privacy legislation.

3.2.7 Regulatory Clearances

There is no requirement on the part of the Vendors, the Company or Innovative to obtain any Regulatory Clearance or make any filing with or give notice to any Governmental

Authority in connection with the lawful completion of the transactions contemplated by this Agreement.

3.2.8 Required Consents

There is no requirement on the part of the Vendors or the Company to obtain any Consent in connection with the lawful completion of the transactions contemplated by this Agreement.

3.2.9 Business Carried on in Ordinary Course

Since January 1, 2020, the Company has carried on business in the ordinary course, consistent with past practice in all material respects.

3.2.10 Compliance with Applicable Laws

Each of the Company and Innovative is conducting the Business and operates and maintains the properties and assets used in the Business in material compliance with Applicable Laws. None of the Company or Innovative has received within the last twelve (12) months any written notice of any alleged material violation of any Applicable Law.

3.2.11 Required Licenses

Each of the Company and Innovative possesses the Licenses required under Applicable Laws to conduct the Business and to own, use and operate the properties and assets used in the Business. Each of the Company and Innovative is in compliance in all material respects with all such Licenses. There is no Legal Proceeding pending or, to the knowledge of the Company, threatened regarding the termination, revocation or nonrenewal of such Licenses. None of the Company or Innovative has received any written notice of revocation or non-renewal or material amendment of any such Licenses, or of any intention of any Person to revoke or refuse to renew or materially amend any of such Licenses.

3.2.12 No Material Adverse Change

Since January 1, 2020, there has not been any change, event, development, condition, occurrence or combination of changes, events, developments, conditions or occurrences that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on the Business.

3.2.13 Books and Records

All Books and Records have been maintained, in all material respects, in accordance with Applicable Laws, and all material financial transactions relating to the Business have been fairly recorded in the Accounting Records, in accordance with generally accepted accounting principles.

3.2.14 Financial Statements

The Financial Statements have been prepared in accordance with generally accepted accounting principles (except as otherwise stated in the Financial Statements and the notes thereto, and subject to usual year-end adjustments) and present fairly, in all material respects:

(a) the assets, liabilities and financial condition of the Company and Innovative; and

(b) the revenues, earnings and results of operations of the Company and Innovative on a consolidated basis,

in each case as of the date and throughout the period indicated. Copies of the Financial Statements have been made available to the Purchaser in the Data Room prior to the date hereof.

The Company does not have audited financial statements.

3.2.15 Non-Arm's Length Transactions

Neither the Company nor Innovative is a party to any Contract with any Interested Person other than Contracts of employment, and since July 31, 2020, no payment has been made to any Interested Person, other than in the ordinary course of business.

3.2.16 No Liabilities

Neither the Company nor Innovative has any material liabilities of any nature whatsoever that would be required to be disclosed under generally accepted accounting principles, except for:

(a) liabilities reflected or reserved against in the Financial Statements;

(b) liabilities disclosed in this Agreement; or

(c) liabilities incurred in the ordinary course of business after January 1, 2020, which are not, in the aggregate, materially adverse to the Business or the assets, operations, affairs, prospects or condition (financial or otherwise) of the Company or Innovative.

3.2.17 Debt Instruments

Neither the Company or Innovative is a party to or bound by or subject to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument, and no Debt Instrument or Lien which the Company or Innovative is a party to or bound by or subject to is dependent upon the Guarantee of or any security provided by any other Person. There are no outstanding material defaults or violations under any of those Contracts on the part of the Company or on the part of any other party to those Contracts.

3.2.18 Guarantees

Neither the Company or Innovative has given or agreed to give, nor is it a party to or bound by or subject to any Guarantee.

3.2.19 Title to the Assets

Each of the Company and Innovative is the sole beneficial (and where its interests are registered, the sole registered) owner of all its property and assets (whether real or immovable, personal, moveable or mixed and whether tangible or intangible) used by it in connection with the Business or reflected in the Books and Records as being owned by the Company (excluding Inventories sold or otherwise disposed of since July 31, 2020 in the ordinary course of the Business), with good title thereto, free and clear of all Liens other than Permitted Liens.

3.2.20 Owned Real Property

Neither the Company or, Innovative is the legal or beneficial owner of any Owned Real Property.

3.2.21 Leases and Leased Property

Neither the Company or Innovative has any Leases or Leased Property.

3.2.22 Real Property Generally

Neither the Company or Innovative owns or has any interest in, nor is the Company or Innovative a party to or bound by or subject to any option or other Contract respecting, any real or immoveable property.

3.2.23 Equipment

The Equipment to be transferred to Purchaser upon full payment of the Purchase Price to Vendors is listed in the Disclosure Letter. The entire interest of the Company and Innovative in the Equipment held by the Company or Innovative is free and clear of all Liens other than Permitted Liens.

3.2.24 Material Contracts

(a) The Disclosure Letter sets out a complete and accurate list of all the Material Contracts. For purposes of this Agreement, "**Material Contract**" means any Contract other than a Contract made in the ordinary course of business under which the Company or Innovative has a financial obligation of less than $50,000.00 per annum and which can be terminated by it without it being required to pay any damages, penalty or other amount by giving not more than ninety (90) days' notice.

(b) The Material Contracts are in full force and effect and in good standing and there are no outstanding defaults or violations under any of those Material Contracts on

the part of the Company or Innovative or, to the knowledge of the Company, on the part of any other party to any of those Material Contracts which has had or would reasonably be expected to have a Material Adverse Effect.

(c) Neither the Company or Innovative has received written notice that any party to a Material Contract intends to cancel, terminate or otherwise modify or not renew such Material Contract, and to the knowledge of the Company, no such action has been threatened.

3.2.25 Intellectual Property

The Company or Innovative, as applicable, own all right, title and interest in and to, or is validly licensed (and are not in material breach of such licenses), all Intellectual Property that is material to the conduct of the Business, as currently conducted. Such Intellectual Property is sufficient, in all material respects, for conducting the Business as currently conducted. Such Intellectual Property is valid and enforceable (subject to the effects of bankruptcy, insolvency, reorganization, moratorium or laws relating to or affecting creditors' rights generally), and does not to the knowledge of the Company or Innovative infringe upon the intellectual property rights of any third party.

3.2.26 Investments

(a) Neither the Company nor Innovative has any subsidiaries and does not own nor has it agreed to acquire, directly or indirectly, any shares or securities convertible into shares in the capital of any body corporate or any equity or ownership interest in any business or Person.

(b) Neither the Company nor Innovative is a partner, beneficiary, trustee, co-tenant, joint venturer or otherwise a participant in any partnership, trust, joint venture, co-tenancy or similar jointly owned business undertaking.

(c) Neither the Company nor Innovative is subject to any obligation to provide funds to or to make any investment in any business or Person by way of loan, capital contribution or otherwise.

3.2.27 Employees

Neither the Company nor Innovative has any employees.

3.2.28 Employee Benefit Plans

Neither the Company or Innovative has any employees, and accordingly, has no Employee Benefit Plans.

3.2.29 Environmental Matters

(a) Neither the Company nor Innovative or, to the knowledge of the Company, any other Person responsible under Environmental Laws for acts of the Company or

Innovative, has Released any Hazardous Substances (in each case except in compliance with or which has been remediated in compliance with applicable Environmental Laws) on, at, in, under or from any property, and there are no Hazardous Substances or other conditions that could reasonably be expected to result in liability of or adversely affect the Company or Innovative under or related to any Environmental Law.

(b) Neither the Company nor Innovative has received any notice and, to the knowledge of the Company, there are no facts that could give rise to any notice, that the Company is potentially responsible for any remedial or other corrective action or any work, repairs, construction or capital expenditures to be made under any Environmental Law with respect to the Business.

3.2.30 Insurance

Innovative maintains insurance with reputable and sound insurers covering all of its property and assets and protecting Innovative in such amounts and against such losses and claims as are generally maintained for comparable businesses and properties. Any insurance policy currently maintained by Innovative has been made available to the Purchaser in the Data Room prior to the date hereof. Each insurance policy is valid and subsisting and in good standing and there is no default under any of them. Innovative has not failed to give any notice or present any claim under any of those insurance policies in due and timely fashion. No notice of cancellation or non-renewal with respect to, nor disallowance of any claim under, any insurance policy, has been received by Innovative.

3.2.31 Legal Proceedings

(a) There are no Legal Proceeding in progress, pending or, to the knowledge of the Company, threatened against or affecting the Company or Innovative before or by any Tribunal. There is no Order outstanding against or affecting the Company or Innovative that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(b) There is no Legal Proceeding in progress, pending, or, to the knowledge of the Company, threatened, against or affecting the Vendors, affecting adversely the ability of the Vendors to enter into this Agreement or perform its obligations under this Agreement, or affecting the title of the Vendors to any of the Purchased Securities, at law or in equity or before or by any Tribunal and there are no grounds on which any such Legal Proceeding might be commenced with any reasonable likelihood of success nor is there any Order outstanding against or affecting the Vendors which, in any such case, adversely affects the ability of the Vendors to enter into this Agreement or to perform its obligations under this Agreement.

3.2.32 Tax Matters

(a) Each of the Company and Innovative has duly filed in the prescribed manner and within the prescribed time all material Tax Returns required to be filed by it and

such Tax Returns are true and correct in all material respects. Each of the Company and Innovative has paid all material Taxes due and payable.

(b) The Financial Statements fairly reflect accrued liabilities for all material Taxes which are not yet due and payable and for which Tax Returns are not yet required to be filed. There is no Legal Proceeding, assessment or reassessment outstanding or, to the knowledge of the Company, threatened against the Company or Innovative with respect to Taxes, and no Governmental Authority has asserted in writing or, to the knowledge of the Company, threatened to assert any deficiency or claim against the Company or Innovative with respect to Taxes.

(c) There are no agreements, waivers or other arrangements providing for an extension of time with respect to any assessment or reassessment of Taxes, the filing of any Tax Return or the payment of any Tax by the Company or Innovative.

(d) Each of the Company and Innovative has withheld from each payment made by it the amount of all material Taxes and other material deductions required under any applicable Tax Legislation to be withheld therefrom and has remitted all those amounts withheld and paid all installments of material Taxes due and payable before the date of this Agreement to the relevant Governmental Authority within the time prescribed under any applicable Tax Legislation.

(e) Each of the Company and Innovative has complied in all respects with all registration, reporting, collection and remittance requirements in respect of all federal and provincial Tax Legislation in respect of sales tax.

(f) Neither the Company nor Innovative, has acquired property or services from or disposed of property or provided services to, a person with whom it does not deal at arm's length (for purposes of the Tax Act) for an amount that is other than the fair market value of such property or services, and has not been deemed to have done so for purposes of any Tax Legislation.

3.2.33 Personal Information

To the knowledge of the Company, no misuse or misappropriation of Personal Information has occurred in respect of the Business. No claims of any misuse or misappropriation of Personal Information have been made or asserted in respect of the operations of the Business.

3.2.34 Solvency

Assuming the satisfaction of the conditions set forth in Section 5.1.1 and, at and immediately after the Closing, and after giving effect to the transactions contemplated hereby, the Company and Innovative (a) will be solvent (in that both the fair value of its assets will not be less than the sum of its debts and that the present fair saleable value of its assets will not be less than the amount required to pay its probable liability on its debts as they become absolute and matured), (b) will have adequate capital with which to engage

in its business and (c) will not have incurred and does not plan to incur debts beyond its ability to pay as they become absolute and matured.

3.2.35 No Broker

The Vendors and the Company have carried on all negotiations relating to this Agreement and the transactions contemplated by this Agreement without intervention on its behalf of any other party in such a manner as to give rise to any valid claim for a brokerage commission, finder's fee or other like payment against the Purchaser or the Company.

3.3 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendors, Innovative, Eterna, and the Company as set out in this Section 3.3 and acknowledges that the Vendors, Innovative, Eterna, and the Company are relying on those representations and warranties in entering into this Agreement and completing the transactions contemplated by it.

3.3.1 Incorporation and Qualification of the Purchaser

The Purchaser is duly incorporated and existing under the jurisdiction of its organization and has the corporate power and capacity to purchase the Purchased Securities from the Vendors and to enter into and perform its obligations under this Agreement and each of the Closing Documents to which it is or is to become a party.

3.3.2 Authorization of Purchase by Purchaser

The execution and delivery of, and performance by the Purchaser of, this Agreement and the completion of the transactions contemplated by it have been duly authorized by all necessary corporate action on behalf of the Purchaser and Purchaser has all necessary capacity to carry out its obligations under this Agreement and other such agreements and instruments.

3.3.3 Validity of Agreement

This Agreement and each of the Closing Documents to which the Purchaser is or is to become a party, have been or will be duly executed and delivered by the Purchaser and are or will be legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

3.3.4 No Conflicts

The execution and delivery of and performance by the Purchaser of this Agreement do not and will not (with or without the giving of notice, the lapse of time or the happening of any other event or condition):

(a) result in the breach of, or conflict with, or allow any Person to exercise any rights under, or cause the Purchaser to be bound by any additional or more onerous obligation under, any of the terms or provisions of:

(i) the articles, by-laws or any resolutions of the board of directors or shareholders of the Purchaser; or

(ii) any Contract, written or oral, to which the Purchaser is a party or under which it has rights or obligations; or

(b) result in the violation of any Applicable Law.

3.3.5 Regulatory Clearances

There is no requirement on the part of the Purchaser to obtain any Regulatory Clearance or make any filing with or give notice to any Governmental Authority in connection with the lawful completion of the transactions contemplated by this Agreement, except for conditional listing approval of the Canadian Securities Exchange.

3.3.6 Sufficiency of Funds

Purchaser has, and will have on the Closing Date, sufficient funds for the satisfaction of all of Purchaser's obligations under this Agreement and the consummation of the transactions contemplated by this Agreement. Purchaser has no reason to believe that any circumstance or condition exists or may in the future exist that could reasonably be expected to prevent or substantially delay the availability of such funds at Closing.

3.3.7 No Broker

The Purchaser has carried on all negotiations relating to this Agreement and the transactions contemplated by this Agreement without intervention on its behalf of any other party in such a manner as to give rise to any valid claim for a brokerage commission, finder's fee or other like payment against the Vendors.

3.3.8 Securities Laws

The Purchaser is acquiring the Purchased Securities as principal and not as agent and is acquiring the Purchased Securities for investment purposes only and not with a view to resale or distribution.

ARTICLE 4
COVENANTS OF THE PARTIES

4.1 Interim Period Covenants of the Vendors, Eterna, the Company and Innovative

The Vendors, Eterna, the Company and Innovative, as the case may be, hereby covenant as set out in this Section 4.1:

4.1.1 Consents

Commencing immediately after the date of this Agreement, the Vendors, Eterna, the Company and Innovative shall make all commercially reasonable efforts to obtain, at or prior to the Closing Time, all required Consents as set out in the Disclosure Letter.

4.1.2 Conduct of the Business

During the Interim Period, the Vendors shall cause the Company, Eterna, and Innovative to conduct the Business in the ordinary course, consistent with past practice, unless otherwise contemplated by the provisions of this Agreement or with the written consent of the Purchaser.

4.1.3 Actions to Satisfy Closing Conditions

During the Interim Period, the Vendors shall take all such actions as are within its power to control, and make all commercially reasonable efforts to cause other actions to be taken which are not within its power to control, to ensure compliance with all of the conditions set out in Section 5.1, including ensuring that during the Interim Period and at the Closing Time, there is no incorrectness in or breach of any of its representations and warranties.

4.1.4 Notice of Untrue Representation and Warranty

During the Interim Period, the Vendors shall promptly notify the Purchaser in writing upon any representation or warranty made by it, Eterna, the Company or Innovative contained in this Agreement or any Closing Document becoming untrue or incorrect. Any such notice will set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Vendors, Eterna, the Company, or Innovative to rectify the matter. Notifying the Purchaser will not relieve the Vendors of its obligations under Subsection 4.1.3. However, if the Closing occurs, (i) this Agreement is deemed to be amended to qualify the representations and warranties of which the Vendors have notified the Purchaser in accordance with this Subsection 4.1.4; and (ii) the Purchaser is deemed to have waived in full any incorrectness in or breach of those representations and warranties, and any breach of Subsection 4.1.3 relating thereto or arising therefrom.

4.2 Interim Period Covenants of the Purchaser

The Purchaser hereby covenants as set out in this Section 4.2:

4.2.1 Actions to Satisfy Closing Conditions

During the Interim Period, the Purchaser shall take all such actions as are within its power to control, and make all commercially reasonable efforts to cause other actions to be taken which are not within its power to control, to ensure compliance with all of the conditions set out in Section 5.2, including ensuring that during the Interim Period and at the Closing Time, there is no incorrectness in or breach of any of its representations and warranties.

4.2.2 Notice of Untrue Representation and Warranty

During the Interim Period, the Purchaser shall promptly notify the Vendors in writing upon any representation or warranty made by it contained in this Agreement or any Closing Document becoming untrue or incorrect. Any such notification will set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Purchaser to rectify the matter. Notifying the Vendors will not relieve the Purchaser of its obligations under Subsection 4.2.1. However, if the Closing occurs, (i) this Agreement is deemed to be amended to qualify the representations and warranties of which the Purchaser has notified the Vendors in accordance with this Subsection 4.2.2; and (ii) the Vendors are deemed to have waived in full any incorrectness in or breach of those representations and warranties and any breach of Subsection 4.2.1 relating thereto or arising therefrom.

4.2.3 Confidentiality

The Purchaser acknowledges having signed a confidentiality agreement dated April 16, 2021 between the Purchaser and the Company (the "**Confidentiality Agreement**"), and that its obligations under the Confidentiality Agreement remain in full force and effect, notwithstanding the execution of this Agreement and the other Closing Documents.

4.2.4 Contact with Customers, Suppliers, Employees and Other Business Relations

During the Interim Period, the Purchaser shall not contact any customers, suppliers, employees, Governmental Authorities or any other business relations of the Company without the prior written consent of the Vendors.

4.3 Additional Interim Period Covenants of the Parties

Each Party hereby covenants as set out in this Section 4.3:

4.3.1 Regulatory Clearances

Each Party, as promptly as practicable after the date of this Agreement, shall make all reasonable efforts to obtain, at or prior to the Closing Time, all Regulatory Clearances and shall, in the prescribed manner and within the prescribed time, make all other filings with and give all other notices to any Governmental Authority that are required in connection with the lawful completion of the transactions contemplated by this Agreement or to maintain all rights and benefits of the Company under any Contract, Order or License after Closing. The Parties shall co-operate fully in good faith with each other and their respective Representatives for the purposes of those Regulatory Clearances, filings and notifications, and the Purchaser shall bear all filing fees incurred in connection therewith. A Party shall not make any filing or submission without first providing to the other Party with a copy of that filing or submission in draft form and giving the other Party a reasonable opportunity to discuss its content before it is provided to the relevant Governmental Authority. The Party seeking to make a filing or submission shall then consider and take into account any and all reasonable comments timely made by the other Party and revise the draft filing or submission accordingly.

4.3.2 Cooperation

The Parties shall co-operate fully in good faith with each other and their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement.

4.3.3 R&W Insurance

In the event Purchaser elects to obtain a representations and warranties insurance policy in respect of the representations and warranties contained in this Agreement or in any certificate or other instrument contemplated by or delivered in connection with this Agreement (such policy, an "**R&W Policy**"), (a) all premiums, underwriting fees, brokers' commissions and other costs and expenses related to such R&W Policy shall be borne solely by Purchaser, (b) such R&W Policy shall not provide for any "seller retention" (as such phrase is commonly used in the representations and warranties policy industry), (c) such R&W Policy shall expressly waive any claims of subrogation against the Vendors and its Non-Recourse Parties (other than in the event of actual and intentional fraud), and (d) Purchaser shall ensure that Vendors and their Non-Recourse Parties shall be express third-party beneficiaries of the provisions and limitations described in the foregoing clause (c). Without the prior written consent of the Vendors, Purchaser shall not terminate, amend, modify or supplement, or waive any right or provision under any R&W Policy in respect of subrogation provisions described in this Section 4.3.3 in any manner that is adverse to the Vendors.

4.4 Post-Closing Covenants of the Parties

Each Party hereby covenants as set out in this Section 4.4:

4.4.1 Tax Matters

(a) The Vendors shall cause the Company to prepare and file in a timely fashion all Tax Returns required under any applicable Tax Legislation to be filed by it on or before the Closing Date (including as a consequence of the Closing). For the avoidance of doubt, the Purchaser shall be responsible for the preparation and filing of any Tax Returns required to be filed by the Company after the Closing Date.

(b) From and after the Closing Date, the Purchaser shall cause the Company to retain, until the expiration of any applicable limitation period under any applicable Tax Legislation, all Books and Records relating to any period ending on or before the Closing Date (including as a consequence of the Closing). The Vendors shall be entitled to inspect such Books and Records during normal business hours and upon reasonable notice.

(c) After Closing, the Purchaser shall cause the Company to co-operate in a reasonable manner with the each of the Vendors and its Representatives for the purposes of the preparation of each of the Vendors' accounts and Tax Returns and in providing any information in the possession of the Company that is reasonably requested for such purposes.

ARTICLE 5
CONDITIONS OF CLOSING

5.1 Conditions for the Benefit of the Purchaser

The transactions contemplated by this Agreement, including the sale and purchase of the Purchased Securities, are subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the conditions in this Section 5.1, each of which is for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion.

5.1.1 Representations, Warranties and Covenants of the Vendors and the Company

(a) The representations and warranties of the Vendors, Eterna, the Company and Innovative contained in this Agreement will be true and correct at the Closing Time, in all cases, except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect; provided, however, that (i) if any such representation and warranty is qualified by a Material Adverse Effect qualification, such qualification shall be disregarded for the purposes of this paragraph Section 5.1.1(b); and (ii) if any such representation and warranty speaks only as of a specific date, it only needs to be true and correct as of that date.

(b) Each of the Vendors and the Company will have performed or complied with all obligations and covenants contained in this Agreement to be performed or complied with by it at or prior to the Closing Time.

5.1.2 Deliveries of the Vendors and the Company

At the Closing Time, the Vendors will have delivered to the Purchaser the following in form and substance satisfactory to the Purchaser, acting reasonably:

(a) the Vendors shall deliver to the Purchaser the minute books and original corporate records of each of the Company, Innovative, and any predecessor companies or corporations thereof, including the original articles, all other corporate records, documents and instruments, any corporate seals of the Company, Innovative, and any predecessor companies or corporations and all books of account of the Company, Innovative, and any predecessor companies or corporations;

(b) certified copies of (i) the articles and extracts from the by-laws of each of the Vendors, the Company and Innovative relating to the execution of documents, and (ii) resolutions of the board of directors and/or shareholders of each of the Vendors, the Company and Innovative (as applicable) authorizing the entering into and completion of the transactions contemplated by this;

(c) a certificate of status, compliance, good standing or like certificate with respect to each of the Vendors, if the Vendor is not an individual, the Company issued by the

appropriate Governmental Authority in their respective jurisdictions of organization;

(d) executed copies of an employment agreement between the Company and Dr. Eugenio Bortone on substantially the terms agreed to by the parties thereto as at the date hereof;

(e) executed copy of the Royalty Agreement on substantially the terms agreed to by the parties thereto as at the date hereof;

(f) a certification (without personal liability) of an officer of the Company to the effect that each of the conditions specified in Section 5.1.1(b) is satisfied in all respects;

(g) a certification of the Vendors that the combined working capital of the Company and Innovative at Closing shall not be negative and

(h) fully completed and executed Investment Agreements substantially in the form annexed to this Agreement as Schedule D.

5.1.3 Regulatory Clearances

All filings, notifications and Regulatory Clearances will have been made, given or obtained on terms satisfactory to the Purchaser acting reasonably.

5.1.4 No Legal Proceedings

No Order will have been made, and no Legal Proceeding will be pending, which is likely to result in a decision or ruling imposing any limitations or conditions which could reasonably be expected to have a Material Adverse Effect on the completion of the transactions contemplated by this Agreement, or on the right of the Purchaser to own the Purchased Securities.

5.2 Conditions for the Benefit of the Vendors

The transactions contemplated by this Agreement, including the sale and purchase of the Purchased Securities, are subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the conditions in this Section 5.2, each of which is for the exclusive benefit of the Vendors and may be waived, in whole or in part, by the Vendors in their sole discretion.

5.2.1 Representations, Warranties and Covenants of the Purchaser

(a) All representations and warranties of the Purchaser contained in this Agreement will be true and correct in all material respects at the Closing Time.

(b) The Purchaser will have performed or complied with, in all material respects, all obligations and covenants contained in this Agreement to be performed or complied with by it at or prior to the Closing Time.

5.2.2 Deliveries of the Purchaser

At the Closing Time, the Purchaser will have delivered to the Vendors the following in form and substance satisfactory to the Vendors acting reasonably:

(i) certified copies of (i) the articles and extracts from the by-laws of the Purchaser relating to the execution of documents, and (ii) resolutions of the board of directors and/or shareholders of the Purchaser (as applicable) authorizing the entering into and completion of the transactions contemplated by this;

(ii) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser, issued by the appropriate Governmental Authority in its jurisdiction of incorporation;

(iii) executed copy of the Royalty Agreement; and

(iii) a certification (without personal liability) of an officer of the Purchaser to the effect that each of the conditions specified in paragraphs Section 5.2.1(a) and Section 5.2.1(b) is satisfied in all respects.

5.2.3 Regulatory Clearances

All filings, notifications and Regulatory Clearances will have been made, given or obtained by Purchaser on terms satisfactory to the Vendors acting reasonably, and the conditional approval of the Canadian Securities Exchange shall have been obtained by Purchaser.

5.2.4 No Legal Proceedings

No Order will have been made, and no Legal Proceeding will be pending, which is likely to result in a decision or ruling imposing any limitations or conditions which could reasonably be expected to have a Material Adverse Effect on the completion of the transactions contemplated by this Agreement, on the title of the Vendors to the Purchased Securities or on the ability of the Vendors to sell the Purchased Securities.

5.3 Waiver of Conditions

Either Party may waive, in whole or in part, at any time by notice in writing to the other Party, any condition in Section 5.1 or Section 5.2 which is for its benefit, and such waiver shall be for all purposes and not only for purposes of closing the transactions contemplated by this Agreement. No waiver by a Party of any condition, in whole or in part, will operate as a waiver of any other condition or of that Party's rights of termination in the event of non-fulfilment of any other condition, in whole or in part.

5.4 Conditions Precedent

The transactions contemplated by this Agreement, including the sale and purchase of the Purchased Securities, are subject to the satisfaction of, or compliance with, at or before the

Closing Time, each of the conditions in this Section 5.4, which are true condition precedents to the Closing.

ARTICLE 6
CLOSING ARRANGEMENTS

6.1 Date, Place and Time of Closing

The Closing will take place at the Closing Time at the offices of Dentons Canada LLP, July 30, 2021, or at such other place, on such other date and at such other time, or solely by way of electronic means, as may be agreed upon in writing by the Vendors and the Purchaser.

6.2 Deliveries at the Closing

At the Closing Time, subject to satisfaction of all the conditions in Article 5 that have not been waived in writing by the Purchaser or the Company, as applicable,

(i) Eterna shall deliver to the Purchaser share certificates representing its portion of the Purchased Securities, duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank;

(ii) Each of the Vendors shall deliver to the Purchaser documentation sufficient to show the ownership of membership interests in the Company.

(iii) the Vendors and Eterna shall deliver to the Purchaser a certified copy of the register of members of the Company and Innovative showing the Purchaser as the owner of the Purchased Securities;

(iv) the written resignations, effective as and from the Closing, of Dr. Eugenio Bortone, the only director/officer of the Company; and Dr. Eugenio Bortone, Darryl Jory, Gustavo Maury, and Bryan Kosteroski, the directors of Innovative;

(v) each of the Vendors shall deliver those Closing Documents as are required to be delivered by such Vendor or Vendor's counsel under this Agreement;

(vi) the Company shall deliver those Closing Documents as are required to be delivered by the Company under this Agreement;

(vii) the Purchaser shall deliver to each of the Vendors share certificates or direct registration statements representing the Rockshield Shares as shown in Section 2.3;

(viii) the Purchaser shall deliver those Closing Documents as are required to be delivered by the Purchaser or Purchaser's counsel under this Agreement; and

(ix) the Purchaser shall pay or direct to be paid the Purchase Price in the manner provided in Section 2.3.

ARTICLE 7
TERMINATION

7.1 Termination Rights

Subject to Section 7.2, this Agreement may be terminated by notice in writing given to the other Parties at or prior to the Closing Time:

(a) by mutual written consent of the Vendors and the Purchaser;

(b) by the Purchaser if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of a Vendor or the Company set forth in this Agreement shall have occurred that would cause a condition set forth in Section 5.1.1 not to be satisfied and such breach is incapable of being cured prior to the earlier of (i) the Business Day prior to the Outside Date and (ii) the date that is thirty (30) days from the date that Vendors are notified in writing by the Purchaser of such breach or failure to perform; provided that Purchaser shall not have the right to terminate this Agreement pursuant to this Section 7.1(b) if the Purchaser is then in material breach or violation of its representations, warranties or covenants contained in this Agreement;

(c) by all of the Vendors acting jointly if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser set forth in this Agreement shall have occurred that would cause a condition set forth in Section 5.2.1 not to be satisfied and such breach is incapable of being cured prior to the earlier of (i) the Business Day prior to the Outside Date and (ii) the date that is thirty (30) days from the date that the Purchaser is notified in writing by all of the Vendors of such breach or failure to perform; provided that Vendors shall not have the right to terminate this Agreement pursuant to this Section 7.1(c) if the Vendors or the Company is then in material breach or violation of its representations, warranties or covenants contained in this Agreement;

(d) by either all of the Vendors or the Purchaser, if the Closing shall not have been consummated on or prior to July 30, 2021 (the "**Outside Date**"), provided that the right to terminate pursuant to this Section 7.1(d) shall not be available to any Party whose breach of any provision of this Agreement results in the failure of the Closing to be consummated by such time; or

(e) by either all of the Vendors or the Purchaser, if (i) there shall be any Applicable Law that makes completion of the transactions contemplated hereby illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued an Order or taken any other action permanently enjoining, restraining or otherwise prohibiting the completion of the transactions contemplated hereby and such Order or other action shall have become final and non-appealable; provided that the Party

seeking to terminate this Agreement pursuant to this Section 7.1(e) shall have used reasonable best efforts to remove such order, decree, ruling, judgment or injunction.

7.2 Effect of Exercise of Termination Rights

(a) If a Party exercises its right of termination under Section 7.1(a), immediately upon the Party giving notice as required under Section 7.1(a), the Parties will be discharged from any further obligations under this Agreement, except that:

(i) each Party's respective obligations under Section 9.2 and Section 9.4 will continue indefinitely; and

(ii) if a Party exercises its right of termination under Section 7.1 because a condition for the benefit of the terminating Party has not been satisfied because the other Party failed to perform any of its obligations or covenants under this Agreement, any rights, remedies or causes of action the terminating Party may have based upon the other Party's breach will continue unimpaired.

ARTICLE 8
SURVIVAL

8.1 Survival

No Damages may be recovered for a breach of a representation or warranty contained in this Agreement unless notice of such a claim is provided within a period of eighteen (18) months following the Closing Date. This limitation does not apply to claims relating to breach of Purchaser's payment obligations under this Agreement or the Royalty Agreement.

ARTICLE 9
MISCELLANEOUS

9.1 Notices

(a) Any notice, direction or other communication (in this Section 9.1, a "notice") regarding the matters contemplated by this Agreement must be in writing and delivered personally, sent by courier or transmitted by e-mail (with confirmation of receipt requested), as follows:

(i) in the case of the Vendors, Eterna, the Company or Innovative, to: Eugenio Bortone
[redacted - personal information]
[redacted - personal information]

E-mail: *[redacted - personal information]*

(ii) in the case of the Purchaser, to:

Rockshield Capital Corporation
1305-1090 West Georgia Street
Vancouver, British Columbia

Attention: Danny Brody
E-mail: *[redacted - personal information]*

with a copy not constituting service to:

McMillan LLP
Suite 1700, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K7

Attention: Paul Barbeau
E-mail: [redacted - personal information]

(b) A notice is deemed to be delivered and received (i) if delivered personally, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (ii) if sent by same-day courier, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day; or (iv) if transmitted by e-mail, on the Business Day following the date of confirmation of transmission.

(c) A Party may change its address for service from time to time by notice given in accordance with the foregoing provisions.

9.2 Public Announcements

No press release, public statement or announcement or other public disclosure regarding this Agreement or the transactions contemplated by this Agreement may be made prior to Closing without the prior written consent and joint approval of the Vendors and the Purchaser, except (a) if required by Applicable Laws or a Governmental Authority; provided that if disclosure is required by Applicable Laws or a Governmental Authority, the Party that is required (or whose Affiliate may be required) to make the disclosure shall, without unreasonable delay, notify the other Party of the request or requirement before any disclosure is made and make all reasonable efforts to obtain the approval of the other Party as to the form, nature and extent of the disclosure; (b) if required to obtain consents and approvals, and to provide such notices, necessary to consummate the transactions contemplated by this Agreement; or (c) to any of Vendors' Affiliates and their respective auditors, attorneys, investors, potential investors or other agents or any other Person to whom Vendors or their Affiliates disclose such information in the ordinary course of business.

9.3 Further Assurances

Each Party shall from time to time, before or after the Closing Time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all further acts,

documents and instruments as may be reasonably necessary or desirable in order to give full effect to this Agreement or any provision of it.

9.4 Costs and Expenses

Each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the transactions contemplated by it. For the avoidance of any doubt, the Vendors will be responsible for all costs and expenses incurred by Sapientia relating to this transaction up to and including the Closing Date. In the event Vendors do not pay such costs and expenses, Purchaser may offset such costs and expenses against the Purchase Price.

9.5 Waiver of Rights

Any waiver of any of the provisions of this Agreement will be binding only if it is in writing and signed by the Party to be bound by it, and only in the specific instance and for the specific purpose for which it has been given. The failure or delay of any Party in exercising any right under this Agreement will not operate as a waiver of that right. No single or partial exercise of any right will preclude any other or further exercise of that right or the exercise of any other right, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

9.6 Remedies Cumulative

Unless otherwise specified, the rights and remedies of a Party under this Agreement are cumulative and in addition to and without prejudice to any other rights or remedies available to that Party at law or otherwise, and unless otherwise specified, no single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

9.7 Severability

If any provision of this Agreement or its application to any Party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other parties or circumstances and the court may reform the provision or its application to any Party or circumstance to be consistent with the intent of the Parties.

9.8 Assignment

(a) Except as provided in this Section 9.8, neither this Agreement nor any of the rights, benefits or obligations under this Agreement are assignable or transferable by either Party without the prior written consent of the other Party.

(b) Notwithstanding Section 9.8(a), the Purchaser may assign this Agreement or any of its rights, benefits or obligations under this Agreement to an Affiliate of the Purchaser prior to the Closing Date, subject to the following conditions:

(i) the Purchaser will not be relieved of its liability under this Agreement and the assignee will become jointly and severally liable with the Purchaser, as a principal and not as surety, with respect to all of the obligations of the Purchaser, including the representations, warranties, covenants, indemnities and agreements of the Purchaser, including those in this Agreement and in the Royalty Agreement; and

(ii) the assignee shall execute an agreement in form and substance satisfactory to the Vendors confirming the assignment and the assumption by the assignee of all obligations of the Purchaser under this Agreement.

9.9 Successors and Assigns

This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

9.10 Third Parties

Unless otherwise specified in Section 9.8, this Agreement does not and is not intended to confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns. No Person other than the Parties will be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. The Parties reserve their right to vary or rescind, at any time and in any way whatsoever, the rights, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person.

9.11 Entire Agreement

This Agreement, together with the Royalty Agreement and other Closing Documents, constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all other understandings, agreements, representations (including misrepresentations, negligent or otherwise), negotiations, communications and discussions, written or oral, made by the Parties with respect thereto (including LOI). There are no representations, warranties, terms, conditions, covenants or other understandings, express or implied, collateral, statutory or otherwise, between the Parties, except as expressly stated in this Agreement, the Royalty Agreement or any Closing Document. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement, the Royalty Agreement, and the Closing Documents.

9.12 Amendment

This Agreement may not be amended, supplemented or otherwise modified in any respect except by written agreement signed by the Parties.

9.13 Governing Law

This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Texas and the federal laws of the United States applicable therein. Each Party irrevocably submits to the exclusive jurisdiction of the courts in the State of Texas and irrevocably waives objection to the venue of any proceeding in those state or federal courts or that those courts provide an inconvenient forum.

9.14 Tender

Unless otherwise indicated herein, any tender of money must be tendered by electronic wire of immediately available funds with instructions to be provided by the Party or Parties.

9.15 Counterparts and Delivery by Facsimile

This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

9.16 English Language

The parties confirm that it is their wish that this Agreement and any other documents delivered or given under this Agreement, including notices, have been and will be in the English language only. *Les parties aux présentes confirment leur volonté que cette convention ainsi que tous les documents s'y rattachant, y compris les avis, soient rédigés dans la langue anglaise seulement.*

9.17 Remedies

Each Party acknowledges and agrees that the other Parties would be damaged irreparably in the event that any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that, in addition to any other remedy that a Party may have under law or equity, a Party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof. Each Party acknowledges and agrees that monetary damages would be inadequate in the event of any such failure to perform or breach, and waives any equitable defense to the granting of specific performance or other injunctive relief available to such Party. In the event that a court of competent jurisdiction fails to grant specific performance or other injunctive relief to a Party as a remedy for such failure to perform or breach, the Parties hereby acknowledge and agree that such Party shall be entitled to receive benefit of the bargain and lost profits damages as redress for such failure to perform or breach. If any Party brings any claim to enforce specifically the performance of the terms and provisions of this Agreement, in accordance with the terms of this Agreement, then, notwithstanding anything to the contrary contained herein, the Outside Date shall automatically be extended by the period of time between the commencement of such claim and the date on which such claim is fully and finally resolved. Notwithstanding

anything to the contrary in this Agreement, the Parties hereby irrevocably waive any right of rescission they may otherwise have or to which they may become entitled.

9.18 Release

Effective as of the Closing, each of the Purchaser and the Company agrees (and, from and after the Closing, shall cause their respective Subsidiaries, if any, and each of its and their respective successors and assigns (collectively, the "**Releasing Parties**")) to irrevocably and unconditionally release and forever discharge Vendors, their Non-Recourse Parties, and Company (collectively, the "**Released Parties**") of and from any and all actions, causes of action, suits, proceedings, executions, judgments, duties, debts, dues, accounts, bonds, contracts and covenants (whether express or implied), and claims and demands whatsoever whether in contract or tort (collectively, the "**Released Claims**"), in law or equity, which the Releasing Parties may have against each of the Released Parties, now or in the future, in each case in respect of any cause, matter or thing (a) arising out of, or relating to, the organization, management or operation of the businesses of the Company relating to any matter, occurrence, action or activity on or prior to the Closing Date, (b) relating to this Agreement and the transactions contemplated hereby, except to the extent expressly contemplated by Article 8, (c) arising out of or due to any inaccuracy or breach of any representation or warranty or the breach of any covenant, undertaking or other agreement contained in this Agreement, the Schedules and Exhibits hereto or in any certificate contemplated hereby and delivered in connection herewith, except to the extent expressly contemplated by Article 8, or (d) relating to any information (whether written or oral), documents or materials furnished by or on behalf of Vendors or the Company; provided that the Released Claims shall not include any matter arising in the ordinary course of business between a Releasing Party and a Released Party that is unrelated to both the transactions contemplated by this Agreement and the ownership of the Company by such Released Party, any of its Affiliates, any of its current or former directors, officers, employees, incorporators, members, partners, equityholders, agents, attorneys, advisors, representatives, successors or assigns or any Person of which such Released Party is or was a director, officer, employee, incorporator, member, partner, equityholder, agent, attorney, advisor or representative.

9.19 Conflicts; Privilege

(a) Purchaser agrees, on behalf of itself and the Company, that (i) all communications involving attorney-client confidences between any of the Vendors and the Company and any of their respective Affiliates, on the one hand, and any counsel, on the other hand, relating to the negotiation, documentation and consummation of the transactions contemplated hereby, including in respect of Persons other than Purchaser that occur prior to or on the Closing Date or relate to the Closing of the transactions contemplated herein after the Closing Date (collectively, "**Privileged Communications**"), shall be deemed to be attorney-client confidences that belong solely to the Vendors and not to any of the Company, (ii) to the extent that files of a counsel in respect of such engagement constitute property of its client, only Vendors (and not Purchaser or the Company) shall hold such property rights and (iii) no counsel shall have any duty to reveal or disclose any Privileged

Communications or any such files to any of Purchaser or the Company by reason of any attorney-client relationship between such counsel and the Company or otherwise. Purchaser agrees that the foregoing attorney-client privilege of the Vendors shall be controlled by, and may only be waived by, Vendors.

(b) Purchaser (i) shall not, and shall cause the Company not to, use any Privileged Communications for the purpose of asserting, prosecuting or litigating any claims against Vendors or its Affiliates relating to this Agreement or the transactions contemplated hereby or thereby, and (ii) shall, and shall cause the Company to return to Vendors or destroy any Privileged Communications held by such Person after the Closing and to certify compliance with such request.

(c) Purchaser shall not, and shall cause the Company not to, disclose any Privileged Communications to any Person following the Closing, unless compelled to disclose such Privileged Communications by judicial or administrative process or by other Applicable Law. Purchaser shall, promptly upon receipt by Purchaser or the Company of any subpoena, discovery or other request that calls for the production or disclosure of any Privileged Communications, notify Vendors of the existence of such subpoena, discovery or other request and provide Vendors a reasonable opportunity to assert any rights the Vendors may have to prevent the production or disclosure of such Privileged Communications.

(d) This Section 9.19 will be irrevocable and no term of this Section 9.19 may be amended, waived or modified, without the prior written consent of counsel for the applicable Party with respect to paragraph (a) hereof, or Vendors, with respect to paragraphs (b), (c) or (d) or hereof.

[*Signature page follows.*]

THIS AGREEMENT has been executed by the Parties on the date first hereinabove mentioned.

SAPIENTIA TECHNOLOGIES, LLC

By: (Signed) *"Eugenio Bortone"*
Name:
Title:

ROCKSHIELD CAPITAL CORP.

By: (Signed) *"Nick DeMare"*
Name:
Title:

BORTONE FAMILY INVESTMENTS, INC.

By: (Signed) *"Eugenio Bortone"*
Name:
Title:

FOOD INVESTMENT TECHNOLOGIES, LLC

By: (Signed) *"Darryl Jory"*

Name: Darryl Jory
Title: Director

NATURA SNACKS, LLC

(Signed) *"Domingo Spadaro"*
Name: Domingo Spadaro
Title: Director

ETERNA FOOD CORP.

(Signed) *"Eugenio Bortone"*
Name:
Title:

INNOVATIVE PRAIRIE SNACK FOODS LTD.

(Signed) *"Eugenio Bortone"*
Name:
Title:

Schedule "A"– Members of Sapientia Technology, LLC.

Name and Address of Member	**Percentage of Membership Units/Interests**
Bortone Family Investments, Inc. *[Redacted - Personal Information]* *[Redacted - Personal Information]*	50%
Food Investment Technologies, LLC *[Redacted - Personal Information]* *[Redacted - Personal Information]*	40%
Natura Snacks, LLC *[Redacted - Personal Information]* *[Redacted - Personal Information]*	10%
Total	100%

Shareholders of Innovative Prairie Snack Foods Ltd.

Name and Address of Shareholder	**Number of Shares**
Eterna Foods Investments Corp. *[Redacted - Personal Information]* *[Redacted - Personal Information]*	100%

SCHEDULE "B" - Royalty Agreement

[See attached]

SAPIENTIA IP ROYALTY AGREEMENT

This Sapientia IP Royalty Agreement ("Royalty Agreement") is made as of July 30, 2021 ("Effective Date") amongst Sapientia Technology, LLC and Bortone Family Investments, Inc., Food Investment Technologies, LLC, and Natura Snacks, LLC (collectively the **"Vendors"**). The "**Company**" as used herein refers to Sapientia Technology, LLC post-acquisition pursuant to the "Purchase Agreement" as defined below.

RECITALS:

A. Reference is made to that certain Securities Purchase Agreement dated July30, 2021 among Rockshield Capital Corp., (the **"Purchaser**") and the Vendors, pursuant to which the Vendors agreed to sell to Purchaser, and Purchaser agreed to purchase from Vendors the Purchased Securities of the Company whose assets include the Sapientia IP defined below (the "**Purchase Agreement**"). Capitalized terms used but not defined herein will have the meanings given to them in the Purchase Agreement.

B. As a material and essential condition to the sale contemplated by the Purchase Agreement, Purchaser has caused the Company to execute this Royalty Agreement and deliver it to Vendors.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the entering into of the Purchase Agreement and the closing of the transactions contemplated thereby, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Vendors agree as follows:

1. **Definitions**.

   (a) "**Default Event**" – means any of the following events:

   (i) Any Vendor (or, if assigned in accordance herewith, its permitted assignee) becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of its existence or the liquidation of its assets or a trustee, receiver, receiver/manager or like person is appointed with respect to its business or assets in the context of insolvency proceedings;

   (ii) Prior to the above conditions becoming a Default Event, the Company must provide written notice of the alleged Default Event and permit Vendors ninety (90) days to cure any alleged Default Event in the case of a Default Event. Vendors shall certify in writing that such Default Event has been cured.

(b) "**Net Sales**" – means total revenue, minus the cost of sales returns, allowances, and discounts.

(c) "**Sapientia IP**" – means the Intellectual Property described in Schedule A attached hereto, and includes substitutions, extensions, confirmations, reissues, re-examination, renewal, supplemental protection or any like governmental grant for protection of inventions, and any continuation, divisional, substitution, continuations-in-part, provisional and converted provisional applications thereof.

(d) "**Sapientia Product**" – means any product incorporating the Sapientia IP in whole or in part, or whose manufacture, sale or use falls within the claims of the Sapientia IP in whole or in part.

(e) "**Royalty Report**" means a written report, with respect to a given three-month period of the Term, which indicates: (i) the number of Sapientia Products sold during such three-month period in respect of which the Company, any of their Affiliates, licensees of Sapientia IP, or sublicensees of Sapientia IP, or assignee(s) of the Sapientia IP, has received payment; and (ii) the calculation of the royalties payable with respect to such sales.

(f) "**Term**" means the period commencing on the Effective Date and ending on the fifteenth (15^{th}) year anniversary of the Effective Date.

(g) "**Territory**" as used herein means worldwide.

2. **Royalty Payment**.

(a) Subject to Section 2(b), the Company, any of its Affiliates, licensees of Sapientia IP, sublicensees of Sapientia IP, and/or assignee(s) of the Sapientia IP shall, throughout the Term, pay to the Vendors, in accordance with Section 2(c), a royalty payment in the amount of three percent (3%) of Net Sales for each Sapientia Product sold by Company, any of their Affiliates, licensees of Sapientia IP, sublicensees of Sapientia IP, or assignee(s) of the Sapientia IP, in the Territory, during the Term ("**Sales**"), provided that the Company, any of its Affiliates, licensees of Sapientia IP, or sublicensees of Sapientia IP, or assignee(s) of the Sapientia IP, has received payment for such Sapientia Product during such Term. Notwithstanding anything to the contrary provided herein, no royalty will be payable in respect of (i) any transactions between the Company and their Affiliates involving Sapientia Products or (ii) any transaction involving a replacement Sapientia Product provided to a customer pursuant to a warranty claim. Notwithstanding the foregoing and for the avoidance of doubt, Sales includes, but is not limited to, those by Affiliates and any royalties on Sales by Affiliates are due and payable to Vendors as described herein. Company shall cause such Affiliate to pay the royalty pursuant to this Section.

(b) If an uncured Default Event occurs as described herein, the Vendors will, lose their right to receive any future royalties under this Royalty Agreement.

(c) Payments to the Vendors will be made on the following pro rata basis:

(1) Bortone Family Investments, Inc.: 50%

(2) Food Investment Technologies, LLC: 40%

(3) Natura Snacks, LLC: 10%

All payments contemplated under this Royalty Agreement shall be made to Vendors by wire in the form of immediately available funds using the wire instructions to be provided by Vendors.

(d) Royalties in respect of each three-month period of the Term will be payable to the Vendors within 60 days following the end of such three-month period. Any unpaid amount will bear interest at a monthly rate of 1.5%.

3. **Sapientia IP.**

In the event of any permitted sale, assignment, license or sublicense, the Company shall require the purchaser, assignee, licensee or sublicensee to assent to all terms and conditions in this Royalty Agreement as if the purchaser, assignee, licensee or sublicensee were the Company.

4. **Reports.**

During the Term, on a quarterly basis, the Company shall furnish to the Vendors a Royalty Report. Royalty Reports shall be due within thirty (30) days following the end of each three-month period of the Term. The Company shall keep, for a period equal to at least three (3) years after the period to which such records pertain, complete and accurate records in accordance with GAAP consistently applied and in sufficient detail to enable the royalties payable hereunder to be determined.

5. **Records and Audit Rights**.

(a) The Company shall keep, and require each of its Affiliates to keep, complete, true and accurate books and records in connection with the determination of Sales and royalties payable hereunder. Upon the written request of the Vendors and not more than once in each calendar year, the Company shall permit an independent certified public accounting firm selected by the Vendors, and reasonably acceptable to the Company, to have access during normal business hours to such of the records of the Company as may be reasonably necessary to verify the accuracy of the Royalty Reports hereunder for any period ending not more than three (3) years prior to the date of such request. The Vendors shall treat all financial information subject to review under this Section in accordance with the confidentiality and non-use provisions of this Royalty Agreement.

(b) The Company may require an accounting firm conducting an audit hereunder to sign a non-disclosure agreement to protect the confidentiality of the Company's confidential information before providing such accounting firm access to the Company's facilities, books or records. Upon completion of any audit hereunder, the accounting firm shall provide both the Company and the Vendors a written report disclosing whether the Royalty Reports submitted by the Company are correct or incorrect, whether the amounts paid are correct or incorrect, and in each case, the specific details concerning any discrepancies.

(c) The Vendors shall bear the expenses for engaging such accounting firm in

connection with performing such audits; provided, however, that if any such audit uncovers an underpayment of royalties by the Company that exceeds five percent (5%) of the total owed for such payment or payment period, as applicable, then the Company shall reimburse the Vendors for the expenses and costs of such accounting firm in performing such audit.

(d) If such accounting firm concludes that the Company has in aggregate underpaid amounts owed to the Vendors during the audited period, the Company shall pay the Vendors the amount of the discrepancy within thirty (30) days of the date the Vendors deliver to the Company such accounting firm's written report. If such accounting firm concludes that the Company has in aggregate overpaid amounts owed to the Vendors during the audited period, the Vendors shall reimburse the amount of such overpayment to the Company no later than thirty (30) days of the date of the report.

6. **Maintenance of Sapientia IP**. The Company shall be responsible for, as it deems appropriate in its discretion, maintaining the Sapientia IP at its own cost and expense during the term of any of the Sapientia IP patents with the United States Patent and Trademarks Office. The failure of the Company to maintain the Sapientia IP in good standing until the expiry of the term of the Sapientia IP patents with the United States Patent and Trademark Office will not free the Company from its obligations to make the royalty payments on any Sales subject to the terms and conditions hereof.

7. **No Liability**. The Vendors will have no liability towards the Company or any third party except as set out in the Purchase Agreement.

8. **No Commitment**. Nothing contained in this Royalty Agreement shall be construed as a commitment on the part of the Company to promote or sell any Sapientia Product during the Term or to attain a certain volume of Sales.

9. **Miscellaneous**.

(e) Notices. Any notices or other communications required or permitted hereunder to any party hereto must be in writing and will be deemed given and received (a) when delivered in person (including by messenger or overnight courier to the following addresses), (b) three days after being sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses, or (c) on the date sent by e-mail to the e-mail addresses specified below (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient:

In the case of Company, to:

c/o Patrick W. Dunn, CPA
Sapientia Technology, LLC
[Redacted - Personal Information]
[Redacted - Personal Information]

In the case of the Vendors, to:

Eugenio Bortone
[Redacted - Personal Information]
[Redacted - Personal Information]
E-mail: *[Redacted - Personal Information]*

or such substituted address or email address as any party notifies to the other in writing in the manner set forth in this Section 9(a).

(f) Governing Law. This Royalty Agreement will be construed, interpreted, and enforced in accordance with the laws of the State of Texas and the federal laws of the United States applicable therein. Each Party irrevocably submits to the exclusive jurisdiction of the courts in the State of Texas and irrevocably waives objection to the venue of any proceeding in those state or federal courts or that those courts provide an inconvenient forum.

(g) Assignment. Either party may assign its rights, benefits and obligations under this Royalty Agreement, in whole or in part, to any Person that acquires all or substantially all of the assets of the party or acquires a majority of the party's issued and outstanding voting securities, whether by way of take-over bid, amalgamation, arrangement, merger or otherwise.

(h) Successors and Assigns. This Royalty Agreement will inure to the benefit of the parties and their respective successors and permitted assigns.

(i) Entire Agreement; Precedence. This Royalty Agreement, together with the Purchase Agreement, constitutes the entire agreement between parties with respect to the subject matter hereof and supersedes and revokes any other contracts, agreements and/or understandings between parties with regard to that subject matter. In the event of a conflict between this Royalty Agreement and the Purchase Agreement, however, the Purchase Agreement will take precedence and control the resolution of the conflict.

(j) Waivers and Amendments. No delay by any party to enforce this Royalty Agreement will constitute a waiver or an estoppel, nor will any failure by any party to insist upon strict compliance with an obligation, covenant, agreement or condition contained herein operate as a waiver of, or an estoppel with respect to, any subsequent insistence upon such strict compliance. This Royalty Agreement may only be amended by and pursuant to a written agreement of amendment that specifically references this Royalty Agreement and is signed by all parties.

(k) Severability. If any provision of this Royalty Agreement is declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable under applicable law, the remaining provisions of this Royalty Agreement are severable and will not be affected thereby. In such event, the illegal, invalid or unenforceable provision as originally written should be considered (where applicable) for the purpose of determining the intent of the parties with respect to other provisions of this Royalty Agreement and the court may reform the provision or its application to any Party or circumstance to be consistent with the intent of the Parties.

(l) Headings. The headings of various provisions of this Royalty Agreement are inserted for convenience only and are not in any way intended to expand, limit or otherwise modify, qualify or affect such provisions.

(m) Mutual Participation. The parties acknowledge and agree they have participated jointly in the preparation and negotiation of this Royalty Agreement. Therefore, if a question or dispute arises concerning the meaning or intent of any provision hereof, such provision will not be construed against either party as the drafter of this Royalty Agreement.

(n) Counterparts; Reproductions. This Royalty Agreement may be executed in counterparts, both of which taken together will constitute one and the same agreement. Once signed, any reproduction of this Royalty Agreement made by reliable means (e.g., photocopy, facsimile or PDF) will be considered an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Sapientia IP Royalty Agreement as of the Effective Date.

SAPIENTIA TECHNOLOGY, LLC

By: (signed) *"Patrick W. Dunn"*
Name:
Title:

BORTONE FAMILY INVESTMENTS, INC.

By: (signed) *"Eugenio Bortone"*
Name:
Title:

FOOD INVESTMENT TECHNOLOGIES, LLC

By: (signed) *"Darryl Jory"*
Name:
Title:

NATURA SNACKS, LLC

By: (signed) *"Domingo Spadaro"*
Name:
Title:

SCHEDULE A
SAPIENTIA IP

[Redacted - Confidential Information]

SCHEDULE "C" - Intellectual Property

[Redacted - Confidential Information]

SCHEDULE "D" – Form of Investment Agreement

[See attached]

THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "U.S. SECURITIES ACT"), AND HAVE BEEN OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT. SUCH SECURITIES MAY NOT BE REOFFERED FOR SALE OR RESOLD OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER THE APPLICABLE PROVISIONS OF THE ACT OR ARE EXEMPT FROM SUCH REGISTRATION. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR BY ANY STATE SECURITIES ADMINISTRATION OR REGULATORY AUTHORITY.

INVESTMENT AGREEMENT

WHEREAS:

A. **Rockshield Capital Corp.** (the "**Company**"), the members of Sapientia Technology LLC and Eterna Foods Corp., are among the parties to that certain securities purchase agreement made as of July [●], 2021 (the "**Securities Purchase Agreement**"), pursuant to which the undersigned (the "**Investor**") will become entitled to receive certain fully-paid and non-assessable common shares (the "**Rockshield Shares**") in the capital of the Company in accordance with the terms and subject to the conditions set forth in the Securities Purchase Agreement; and

B. The Company is requiring the Investor to execute and deliver this Investment Agreement in favour of the Company in order to document the availability of exemptions from the requirements to register or otherwise qualify under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and applicable U.S. state securities laws, the offer, sale and issuance of the Rockshield Shares by the Company to the Investor pursuant to the Securities Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration:

1. The Investor represents and warrants to the Company as follows, and acknowledges that the Company is relying upon such representations and warranties:

(a) the Investor understands that the Rockshield Shares have not been and will not be registered under the U.S. Securities Act and that the offer, sale and issuance of the Rockshield Shares to the Investor contemplated by the Securities Purchase Agreement is intended to be a private offering pursuant to Section 4(a)(2) of the U.S. Securities Act and/or, if available, Rule 506(b) of Regulation D thereunder;

(b) if the Investor is not a natural person, it has been duly formed and is validly existing under the laws of its jurisdiction of formation, and has full power and authority to execute and deliver this Investment Agreement;

(c) the Investor, either alone or together with its advisers, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Rockshield Shares, and the Investor is able to bear the economic risk of loss of the Investor's entire investment;

(d) the Investor and any persons for whose account or benefit the Investor is acquiring the Rockshield Shares EITHER:

a. is **not** an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act (an "**Accredited Investor**") and has completed and executed the Investor Suitability Questionnaire attached hereto as Appendix I; OR

b. is an Accredited Investor by virtue of meeting one or more of the following criteria (**please hand-write your initials on the appropriate line(s)**):

_____ Category 1. A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*; an investment adviser registered pursuant to section 203 of the *Investment Advisers Act of 1940* or registered pursuant to the laws of a state; an investment adviser relying on the exemption from registering with the United States Securities and Exchange Commission (the "**Commission**") under section 203(l) or (m) of the United States *Investment Advisers Act of 1940*; an insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; an investment company registered under the United States *Investment Company Act of 1940*; a business development company as defined in Section 2(a)(48) of the United States *Investment Company Act of 1940*; a small business investment company licensed by the United States Small Business Administration under Section 301 (c) or (d) of the United States *Small Business Investment Act of 1958*; a rural business investment company as defined in section 384A of the United States *Consolidated Farm and Rural Development Act*; a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of US$5,000,000; or an employee benefit plan within the meaning of the United States *Employee Retirement Income Security Act of 1974* in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of US$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors; or

_____ Category 2. A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*; or

_____ Category 3. An organization described in Section 501(c)(3) of the United States *Internal Revenue Code*, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for the specific purpose of acquiring the Rockshield Shares offered, with total assets in excess of US$5,000,000; or

_____ Category 4. A director or executive officer of the Company; or

_____ Category 5. A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent (being a cohabitant occupying a relationship generally equivalent to that of a spouse), at the time of that person's purchase exceeds US$1,000,000 (**note:** for the purposes of calculating net worth: (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale and purchase of securities contemplated hereby, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale and purchase of securities contemplated hereby exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; (iv) for the purposes of calculating joint net worth of the person and that person's spouse or spousal equivalent, (A) joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent, and (B) assets need not be held jointly to be included in the calculation; and reliance by the person and that person's spouse or spousal equivalent on the joint net worth standard does not require that the securities be purchased jointly); or

_____ Category 6. A natural person who had an individual income in excess of US$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of US$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

_____ Category 7. A trust, with total assets in excess of US$5,000,000, not formed for the specific purpose of acquiring the Rockshield Shares, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or

_____ Category 8. An entity in which all of the equity owners are Accredited Investors.

If you checked Category 8, please indicate the name and category of Accredited Investor (by reference to the applicable category number herein) of each equity owner:

Name of Equity Owner	Category of Accredited Investor

It is permissible to look through various forms of equity ownership to natural persons in determining the Accredited Investor status of entities under this category. If those natural persons are themselves Accredited Investors, and if all other equity owners of the entity seeking Accredited Investor status are Accredited Investors, then this category will be available.

_____ Category 9. An entity, of a type not listed in Categories 1, 2, 3, 7 or 8, not formed for the specific purpose of acquiring the Rockshield Shares, owning investments in excess of US$5,000,000 (note: for the purposes of this Category 9, "investments is defined in Rule 2a51-1(b) under the United States *Investment Company Act of 1940*);

_____ Category 10. A natural person holding in good standing one or more of the following professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status: The General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), and the Licensed Investment Adviser Representative (Series 65);

_____ Category 11. Any "family office," as defined in rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940*: (i) with assets under management in excess of US$5,000,000, (ii) that is not formed for the specific purpose of acquiring the Rockshield Shares, and (iii) whose prospective investment is directed by a person (a "**Knowledgeable Family Office Administrator**") who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

_____ Category 12. A "family client," as defined in rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940*, of a family office meeting the requirements set forth in Category 11 above and whose prospective investment in the Company is directed by such

family office with the involvement of the Knowledgeable Family Office Administrator.

(e) the Investor will acquire the Rockshield Shares for the Investor's own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Rockshield Shares in violation of the United States securities laws;

(f) the Investor acknowledges that it will not be acquiring the Rockshield Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(g) the Investor is aware that the Company is a reporting issuer under the securities legislation of the Canadian provinces of British Columbia, Alberta and Ontario, and, as such, the Company is required to make certain filings (the "**Public Disclosure Record**") on the System for Electronic Document Analysis and Retrieval (commonly known as "**SEDAR**"), an electronic filing system maintained on behalf of the Canadian Securities Administrators (including the Securities Commissions of British Columbia, Alberta and Saskatchewan).

(h) the Investor:

a. has been provided with the opportunity to review the Company's Public Disclosure Record, and

b. has been given access to such other information concerning the Company as it has considered necessary or appropriate in connection with its investment decision to accept the Rockshield Shares pursuant to the Securities Purchase Agreement;

(i) the Company's financial statements forming part of the Public Disclosure Record have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles;

(j) there may be material tax consequences to the Investor of an acquisition or disposition of the Rockshield Shares, and the Company gives no opinion and makes no representation with respect to the tax consequences to the Investor under United States federal, state, local or foreign tax law of the Investor's acquisition or disposition of such securities;

(k) the Rockshield Shares will be issued as "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act;

(l) if the Investor decides to offer, sell or otherwise transfer any of the Rockshield Shares, it will not offer, sell or otherwise transfer any such securities directly or indirectly, unless

(i) the sale is to the Company;

(ii) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act ("**Regulation S**") and in compliance with applicable local laws and regulations;

(iii) the sale is made pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or "Blue Sky" laws; or

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

and, in the case of clauses (iii) or (iv) above, it has prior to such sale furnished to the Company an opinion of counsel of recognized standing or other evidence of exemption in form and substance reasonably satisfactory to the Company;

(m) the certificates or other instruments representing the Rockshield Shares, as well as all certificates or other instruments issued in exchange for or in substitution of the foregoing, until such time as is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws, will bear, on the face of such certificate, the restrictive legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO CLAUSE (C) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided that if the Rockshield Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of the Company, in substantially the form set forth as Appendix II attached hereto (or in such other forms as the Company may prescribe from time to time) and, if requested by the Company or the transfer agent, an opinion of counsel of recognized standing in form and substance satisfactory to the Company and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any Rockshield Shares are being sold otherwise than in accordance with Regulation S and other than to the Company, the legend may be removed by delivery to the registrar and transfer agent and the Company of an opinion of counsel, of recognized standing reasonably satisfactory to the Company, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws

(n) the Investor consents to the Company making a notation on its records or giving instruction to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described herein; and

(o) the Investor understands and acknowledges that the Company has no obligation or present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement to facilitate the resale of the Rockshield Shares in the United States, or to take any other action (including, without limitation, in respect of Rule 144 under the U.S. Securities Act) to facilitate the resale of any of the Rockshield Shares in the United States.

2. This Agreement will be governed by and construed in accordance with the laws of British Columbia and the Investor hereby irrevocably attorns to the jurisdiction of the Courts of British Columbia.

3. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth below.

This Investment Agreement is executed by the undersigned Investor on the _____ day of _____, 2021.

X _____
Signature of individual (if Investor **is** an individual)

X _____
Authorized signatory (if Investor is **not** an individual)

_____
Name of Investor (**please print**)

_____
Name of authorized signatory (**please print**)

_____
Official capacity of authorized signatory (**please print**)

APPENDIX I

INVESTOR SUITABILITY QUESTIONNAIRE (NON-ACCREDITED)

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Investment Agreement to which this Appendix "I" is attached.

The purpose of this Investor Suitability Questionnaire is to assist **Rockshield Capital Corp. (**the "**Company**") assess the suitability of the Investor to acquire the Rockshield Shares, and thereby facilitate compliance with exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws.

Your responses contained in this Investor Suitability Questionnaire will at all times be kept strictly confidential. However, by signing this Investor Suitability Questionnaire, you agree that the Company may present it to such regulatory authorities as it deems appropriate if called upon to establish the availability under the U.S. Securities Act or any state securities law of an exemption from registration. If the Investor is not a natural person, this Investor Suitability Questionnaire should be completed by the person who is responsible for making investment decisions on behalf of the Investor.

1. Income

(a) Was your annual income for the calendar year ended December 31, 2020 over US$150,000?

Yes _____ No _____

(b) Was your annual income for the calendar year ended December 31, 2019 over US$150,000?

Yes _____ No _____

(c) Do you anticipate that your annual income for the year ended December 31, 2021 will be over US$150,000?

Yes _____ No _____

(d) Do you anticipate that your current amount of income will change in the foreseeable future?

Yes _____ No _____

(e) If so, when, why and to what amount will that income change?:

_____

_____

_____

_____

(f) If your responses to questions 1(a) through 1(c) were "No," please provide your annual income for the calendar years ending December 31, 2020 and December 31, 2019.

December 31, 2020: US$

_____

December 31, 2019: US$

(g) If your responses to questions 1(a) through 1(c) were "No" please provide your joint annual income with your spouse for the calendar years ending December 31, 2020 and December 31, 2019.

December 31, 2020: US$

December 31, 2019: US$

2. Net Worth

Please provide your net worth (for the purposes of calculating net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the sale and purchase of securities contemplated by the accompanying Investment Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale and purchase of securities contemplated by the accompanying Subscription Agreement exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability)

Net Worth: US$

3. Educational Background

(a) Briefly describe educational background, relevant institutions attended, dates, degrees:

(b) Briefly describe business involvement or employment during the past 10 years or since graduation from school, whichever period is shorter. (Specific employers need not be named. A sufficient description is needed to assist the Company in determining the extent of vocationally related experience in financial and business matters).

4. Investment experience

(a) Please indicate the frequency of your investment in marketable securities:

( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.

(b) Please indicate the frequency of your investment in unmarketable securities;

( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.

(c) Have your purchased securities sold in reliance on the private offering exemptions from registration pursuant to the U.S. Securities Act or any state laws during the past three years?

Yes _____ No _____

(d) If you answered "Yes," please provide the following information:

Year	Nature of Security	Business of Issuer	Total Amount Invested (US$)

(e) Do you believe you have sufficient knowledge and experience in investments, and in financial and business affairs, that you can evaluate the merits and risks of an investment in the Rockshield Shares?

Yes _____ No _____

(f) If not, have you sought the advice of a professional adviser and such professional adviser has explained the relative merits and risks of an investment in the Rockshield Shares in such manner and in sufficient detail to permit you to make what you believe to be a fully informed decision to accept an investment in the Rockshield Shares?

Yes _____ No _____

You hereby acknowledge that the foregoing statements are true and accurate to the best of your information and belief and that you will promptly notify the Company of any changes in the foregoing answers.

ONLY U.S. SELLERS WHO ARE NOT ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN THIS APPENDIX I.

Dated _____ 2021.

X _____
Signature of individual (if Investor **is** an individual)

X _____
Authorized signatory (if Investor is **not** an individual)

_____
Name of Investor (**please print**)

_____
Name of authorized signatory (**please print**)

_____
Official capacity of authorized signatory (**please print**)

APPENDIX II

Form of Declaration for Removal of Legend

To: Rockshield Capital Corp. (the "**Corporation**")

And To: Registrar and transfer agent for the shares of the Corporation.

The undersigned (A) acknowledges that the sale of _____ common shares (the "**Securities**") of the Corporation which this declaration relates, represented by certificate number _____ or held in direct registration system (DRS) account number _____, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not (a) is not an "affiliate" of the Corporation, as that term is defined in Rule 405 under the U.S. Securities Act, or is an affiliate solely by virtue of being an officer or director of the Corporation, (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or any other "designated offshore securities market", and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any "directed selling efforts" in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____ 20___.

X _____
Signature of individual (if Seller **is** an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

_____
Name of Seller (**please print**)

_____
Name of authorized signatory (**please print**)

_____
Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the foregoing representations of our customer, _____ (the "**Seller**") dated _____, with regard to the sale, for such Seller's account, of _____ common shares (the "**Securities**") of the Corporation represented by certificate number _____ or held in direct registration system (DRS) account number _____. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

(1) no offer to sell Securities was made to a person in the United States;

(2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;

(3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and

(4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Corporation shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Dated: _____ 20___.

_____
Name of Firm

By: _____
Authorized Officer

AMENDING AGREEMENT

THIS AGREEMENT made as of the 25th day of October, 2021.

BETWEEN:

Sapientia Technology, LLC (the "**Company**")

AND:

Innovative Prairie Snack Foods Ltd. ("**Innovative**")

AND:

Bortone Family Investments, Inc. ("Bortone")

AND:

Food Investment Technologies, LLC ("FIT")

AND:

Natura Snacks, LLC ("Natura")

AND:

Eterna Foods Investments Corp. ("**Eterna**")

AND:

Eat Well Investment Group Inc. (formerly Rockshield Capital Corp.) ("**Eat Well**" and, together with the Company, Innovative, Bortone, FIT, Natura and Eterna, the "**Parties**")

WHEREAS:

(A) the Parties entered into a securities purchase agreement (the "**Purchase Agreement**") dated effective July 30, 2021;

(B) Section 9.12 of the Purchase Agreement provides that the Purchase Agreement may be amended by written agreement of the Parties; and

(C) the Parties wish to enter into this Amending Agreement in the manner set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. In this Amending Agreement capitalized terms not otherwise defined herein will have the meaning given to them in the Purchase Agreement.

2. Section 2.3 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

2.3 Payment Schedule

The Purchase Price shall be paid as follows:

(1) on the Closing Date, the sum of $1,000,000.00 in cash in immediately available funds and the issuance of $1,600,000.00 in Rockshield Shares, priced at the volume weighted average price of the Rockshield Shares on the Canadian Securities Exchange for the thirty (30) trading days immediately preceding the Closing Date, subject to applicable securities laws and a four-month restriction on trading, which shall be allocated to Vendors as follows:

(A) Bortone Family Investments, Inc.: 50% or $500,000.00; $800,000.00 in Rockshield Shares;

(B) Food Investment Technologies, LLC: 40% or $400,000.00; $640,000.00 in Rockshield Shares; and

(C) Natura Snacks, LLC: 10% or $100,000.00; $160,000.00 in Rockshield Shares;

(2) On or before August 30, 2021, the sum of $1,000,000.00 in cash in immediately available funds, which shall be allocated to Vendors as follows:

(A) Bortone Family Investments, Inc.: 50% or $500,000.00.

(B) Food Investment Technologies, LLC: 40% or $400,000.00; and

(C) Natura Snacks, LLC: 10% or $100,000.00;

(3) On or before October 31, 2021, the sum of $1,000,000.00 in cash in immediately available funds, which shall be allocated to Vendors as follows:

(A) Bortone Family Investments, Inc.: 50% or $500,000.00.

(B) Food Investment Technologies, LLC: 40% or $400,000.00; and

(C) Natura Snacks, LLC: 10% or $100,000.00;

(4) On or before December 31, 2021, the sum of $1,000,000.00 in cash in immediately available funds, which shall be allocated to Vendors as follows:

(A) Bortone Family Investments, Inc.: 50% or $500,000.00.

(B) Food Investment Technologies, LLC: 40% or $400,000.00; and

(C) Natura Snacks, LLC: 10% or $100,000.00;

(5) On or before February 28, 2022, the sum of $840,000.00 (adjusted for and including the agreed late payment penalty of 5%) in cash in immediately available funds, which shall be allocated to Vendors as follows:

(A) Bortone Family Investments, Inc.: 50% or $420,000.00.

(B) Food Investment Technologies, LLC: 40% or $336,000.00; and

(C) Natura Snacks, LLC: 10% or $84,000.00;

(6) On or before April 30, 2022, the sum of $840,000.00 (adjusted for and including the agreed late payment penalty of 5%) in cash in immediately available funds, which shall be allocated to Vendors as follows:

(A) Bortone Family Investments, Inc.: 50% or $420,000.00.

(B) Food Investment Technologies, LLC: 40% or $336,000.00; and

(C) Natura Snacks, LLC: 10% or $84,000.00;

and

(7) On or before June 30, 2022, the sum of $840,000 (adjusted for and including the agreed late payment penalty of 5%) in cash in immediately available funds, which shall be allocated to Vendors as follows:

(A) Bortone Family Investments, Inc.: 50% or $420,000.00.

(B) Food Investment Technologies, LLC: 40% or $336,000.00; and

(C) Natura Snacks, LLC: 10% or $84,000.00.

In the event Purchaser fails to make the payments and/or transfers above within a 5-day grace period of said dates above, a late payment penalty of 5% of the unpaid amount will be assessed and will be immediately due and owing by Purchaser and paid to Vendors in the percentages shown above. Should Purchaser fail to make the payments and or transfers above and fail to pay the late payment penalty described herein, Vendors will be entitled to recovery of all costs and attorneys' fees incurred in enforcing the provisions of this Section 2.3.

In addition, at the Closing Date, the Company (post-acquisition Sapientia Technology, LLC) and the Vendors shall enter into the Royalty Agreement to be attached hereto as Schedule B.

The Rockshield Shares to be issued to the Vendors have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the

securities or “blue sky” laws of any state of the United States, and will be issued in reliance on certain exemptions from U.S. federal and state registration requirements as “restricted securities” as defined in Rule 144(a)(3) under the U.S. Securities Act.

3. Eat Well shall be responsible for all costs and expenses (including the reasonable fees and disbursements of legal counsel) incurred by all Parties in connection with this Amending Agreement. Each Party shall submit invoices for all costs and expenses (including the reasonable fees and disbursements of legal counsel) for payment by Eat Well.

4. The Purchase Agreement is, in all other respects, ratified, confirmed and approved.

5. This Amending Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

(Remainder of page left intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, this Amending Agreement has been executed by the parties hereto on the day and year first above written.

SAPIENTIA TECHNOLOGIES, LLC

By: (Signed) "*Eugenio Bortone*"
Name:
Title:

EAT WELL INVESTMENT GROUP INC.

By: (Signed) "*Marc Aneed*"
Name:
Title:

BORTONE FAMILY INVESTMENTS, INC.

By: (Signed) "*Eugenio Bortone*"
Name:
Title:

FOOD INVESTMENT TECHNOLOGIES, LLC

By: (Signed) "*Darryl Jory*"
Name:
Title:

NATURA SNACKS, LLC

By: (Signed) "*Domingo Spadaro*"
Name:
Title:

INNOVATIVE PRAIRIE SNACK FOODS LTD.

By: (Signed) "*Eugenio Bortone*"
Name:
Title:

ETERNA FOODS INVESTMENTS

CORP. By: (Signed) "*Eugenio Bortone*"

Name:

Title: