

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the “**Agreement**”) is dated as of July 30, 2021,

B E T W E E N:

NOVEL AGRI-TECHNOLOGIES, INC.
(the “**Assignor**”)

and

ROCKSHIELD CAPITAL CORP.
(the “**Assignee**”)

WHEREAS the Assignor and Belle Pulses Inc. (“**Belle Pulses**”) entered into a letter of intent dated April 16, 2021 pursuant to which the Assignor agreed to purchase, and the shareholders of Belle Pulses agreed to sell, all of the shares of Belle Pulses, which letter of intent was replaced by a share purchase agreement dated July 30, 2021 (the “**Share Purchase Agreement**”);

AND WHEREAS the Share Purchase Agreement contemplates that the Assignor may assign its rights and obligations under the Share Purchase Agreement to the Assignee;

AND WHEREAS the Assignor has agreed to assign to the Assignee all of the Assignor's right, title, interest and obligations in, to and under the Share Purchase Agreement upon the terms and conditions contained in this Agreement (the “**Assignment**”);

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all of its right, title, interest and obligations in, to and under the Share Purchase Agreement.

2. Consideration. As consideration for this assignment, and for services provided and to be provided by the Assignor, the Assignee will issue the following:

A) 11,476,205 common shares to the Assignor or its nominees, subject only to usual hold period legends, and pursuant to subscription agreements in the normal form.

B) 65,031,826 profits interest shares to the Assignor or its nominees, with each profits interest share being convertible or redeemable, at the option of the holder, into up to one common share of the Assignee, all in accordance with the terms of the profits interest shares. The terms of the profits interest shares are generally set out in Schedule A hereto. The profits interest shares and the underlying shares shall be subject to a voluntary escrow as set out in Schedule B.

3. Assumption by Assignee. Effective from and after the date hereof, the Assignee (a) hereby assumes any and all rights, benefits and obligations of the Assignor in respect of the Share Purchase Agreement, as if the Assignee had been the original purchaser and the Assignee agrees to perform and be bound by all the terms and provisions of the Share Purchase Agreement; and (b) shall be entitled to all of the rights and benefits, and shall be bound by all of the duties and obligations, of the Assignor under the Share Purchase Agreement, including but not limited to the obligation to pay the purchase price as contemplated thereunder, as if the Assignee had been the original purchaser thereunder in place and stead of the Assignor.

4. Interpretation. This Agreement is being delivered pursuant to the Share Purchase Agreement and shall be construed consistently herewith. This Agreement is not intended to, and does not, in any manner enlarge, diminish or modify the obligations or rights of Rally Canada Investment under the Share Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Share Purchase Agreement, the terms of the Share Purchase Agreement shall prevail.

5. Further Assurances. Each of the Assignor, the Assignee and Rally Canada Investment hereby agrees that it will, from time to time and at the other's request and without further consideration, execute and deliver such other instruments of assumption and assurances and take such further action as may be reasonably required to more effectively and completely implement the Assignment.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

7. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

8. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be ineffective to the extent, but only to the extent of, such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

10. Execution by Electronic Transmission. The signature of any of the parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

NOVEL AGRI-TECHNOLOGIES, INC.

(Signed) "*Patrick W. Dunn*"

ASSIGNEE:

ROCKSHIELD CAPITAL CORP.

By: (Signed) "*Nick DeMare*"

Name: Nick DeMare

Title: Chief Financial Officer

Schedule A**Summary of Terms of Profits Interest Shares**

In connection with the Rockshield Capital Corp.'s (the "**Company**") acquisition of Belle Pulses Inc., the Company's wholly-owned subsidiary, 1325243 B.C. Unlimited Liability Company ("**BC ULC**"), will issue 65,031,826 profits interest shares (the "**Profits Interest Shares**") to Novel Agri-Technologies, Inc. or its nominees, with each Profits Interest Share being redeemable for up to one fully-paid common share in the Company (the "**Company Shares**"). A holder of Profits Interest Shares may request, by written notice, that BC ULC redeem all or part of their Profits Interest Shares and BC ULC shall effect such redemption no later than 30 days after receipt of such notice, for an amount (the "**PI Share Redemption Amount**") that would be received by such holder if BC ULC sold all of its assets for fair market value, allocated all profits and losses, then liquidated the proceeds to the shareholders of BC ULC, all in accordance with the articles of BC ULC. The PI Share Redemption Amount is to be paid in Company Shares. The number of Company Shares to be issued will be equal to the PI Share Redemption Amount, per share, divided by the 20-day volume weighted average price of the Company Shares up to a maximum of one Company Share for each Profits Interest Share so redeemed.

Schedule B
Voluntary Escrow Terms

20% to be released on the date which is 6 months from July 30, 2021
20% to be released on the date which is 12 months from July 30, 2021
20% to be released on the date which is 18 months from July 30, 2021
The balance to be released on a date which is 24 months from July 30, 2021

Notwithstanding the above, if the Assignee achieves TTM revenue of CDN\$100,000,000, or acquires operating companies that demonstrate the same pro forma revenue on a TTM basis, all shares shall be become immediately releasable.