

**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

by and among

CITY VIEW GREEN HOLDINGS INC.

and

INFUSION WORKS INC.

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THIS ASSET PURCHASE AGREEMENT is entered into on April 20, 2020, between City View Green Holdings Inc., a British Columbia corporation (“**Purchaser**”) and Infusion Works Inc., an Ontario corporation (the “**Seller**”)(the Seller and the Purchaser are sometimes referred to herein collectively as the “**Parties**” and individually, as a “**Party**”).

RECITALS:

- A. The Purchaser has submitted an application to Health Canada for a HC Licence (as defined hereinafter); and
- B. The Seller owns assets, including property and equipment and intellectual property rights for the manufacture, sale and distribution of cannabis infused baked goods and confectionary products (the “**Purchased Products**”); and
- C. The Purchaser and the Seller entered into a non-binding letter of intent dated February 12, 2020 (the “**LOI**”); and
- D. Pursuant to the LOI, the Purchaser and the Seller agreed to enter into a Definitive Agreement (as defined in the LOI); and
- E. The Seller wishes to sell to the Purchaser and the Purchaser wishes to acquire from the Seller the Purchased Assets (as defined hereinafter).

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, including to be legally bound, the Parties hereby agree as follows:

**ARTICLE I.
DEFINITIONS; INTERPRETATION**

Section 1.1 **Definitions**

For the purposes of this Agreement, the following terms have the meanings set forth below:

“**Additional Nominee**” has the meaning set forth in Section 7.1(b).

“**Adjustment Shares**” means such number of Shares equal to 19.99% of the greater of (i) nil; and (ii) the amount by which the issued and outstanding number of Shares on the date of issuance of the Tranche 3 Shares, which for clarity shall include all of the Consideration Shares and the Shares issuable pursuant to the Financing, exceeds the sum of 232,926,785 Shares and the number of Shares issued under the Financing, if applicable, , rounded down to the nearest whole Share.

“**Affiliate**” means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under common control with, such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.

“**Agreement**” or “**Asset Purchase Agreement**” means this Asset Purchase Agreement, as the same may be amended from time to time in accordance with the terms hereof.

“**Allocation**” has the meaning set forth in Section 2.8.

“**Amended Licence**” has the meaning set forth in Section 7.1.

“**Anti-Corruption Laws**” means any Law regarding anti-corruption of any jurisdiction in which the Seller performs the Business, including through distributors, including the United States *Foreign Corrupt Practices Act of 1977*, as amended, the Canadian *Corruption of Foreign Public Officials Act*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and the *Criminal Code* of Canada.

“**Assumed Contracts**” means the contracts listed in **EXHIBIT A** and any contracts entered into between the Seller and a third party prior to the date of receipt of the HC Licence.

“**Assumed Liabilities**” means the liabilities listed in **EXHIBIT B**.

Redactions:
Commercially
sensitive
information.

“**[REDACTED]**”

“**Board Designee**” has the meaning ascribed thereto in Section 7.1(a).

“**Brantford Facility**” means the facility to be constructed by Purchaser located at 49 Easton Road, Brantford, Ontario for the extraction and manufacture of cannabis infused products.

“**Business**” means all manner of business related to the Seller’s manufacture, production and world-wide sale and distribution of the Purchased Products.

“**Business Day**” means any day excluding Saturday, Sunday and any day which is a legal holiday in Toronto, Ontario, Canada or is a day on which banking institutions located in Toronto, Ontario, Canada are authorized or required by Laws or other governmental action to close.

“**Business Intellectual Property**” means all Intellectual Property of the Seller primarily used in, or otherwise useful or necessary for, the operation of the Business, as well as improvements or variations of the Purchased Products. Business Intellectual Property includes, without limitation, the Intellectual Property listed in **EXHIBIT C**. The Business Intellectual Property also includes all rights to sue or recover damages for past, present and future infringement or misappropriation of such Business Intellectual Property.

“**Business Records**” means the following business records (in whatever format) relating to the Purchased Assets and in the possession or under the control of the Seller: (a) vendor lists; (b) customer lists; (c) Purchased Products pricing lists; (d) market research reports; (e) marketing plans; (f) advertising & promotional materials; (g) product specifications, including for manufacturing and packaging; (h) packaging artwork; (i) sales history of the Purchased Products for the period commencing on the Date of Incorporation to and including the Closing; (j) quality management documentation and records; (k) audit and certification records; (l) correspondence with Governmental Entities and their notified bodies; (m) Business Regulatory Approvals; (n) correspondence with patent and trademark offices and service providers relating to the Business Intellectual Property; and (o) other business records relating to the Business, to the extent such other business records are required to be transferred under applicable Law

“**Business Regulatory Approvals**” means the approvals listed in **EXHIBIT D**.

“**Closing**” has the meaning ascribed to it in Section 2.9.

“**Closing Deadline**” means May 8, 2020, or such later date as the Parties shall mutually agree to in writing.

“**Confidential Information**” has the meaning ascribed to it in Section 11.1.

“Consideration Shares” has the meaning ascribed thereto in Section 2.6

“Constituting Documents” means the articles and certificate(s) of incorporation and the articles and certificate(s) of amendment, amalgamation, arrangement, reorganization, continuance, or revival, as the case may be, of such body corporate or the memorandum of agreement, special act, or statute and any other instrument or constituting document by or pursuant to which the body corporate is incorporated or comes into existence, notice of articles, and its by-laws in effect from time to time; and all amendments to or restatements of any of the foregoing.

“Consulting Agreement” has the meaning ascribed to it in Section 5.16.

“Contract” means any agreement or contract or other binding obligation, commitment or undertaking whether written or verbal.

“CRA” means Canada Revenue Agency.

“CSE” means Canadian Securities Exchange.

“CVGR Board” has the meaning ascribed to it in Section 7.1.

“D&O Insurance” has the meaning ascribed thereto in Section 5.14.

“Date of Incorporation” means the date of incorporation of the Seller, being February 10, 2020.

“Director Eligibility Criteria” has the meaning ascribed thereto in Section 7.1(a).

“EBIT” means Earnings before Interest and Taxes, as defined by generally accepted accounting principles of Canada.

“Effective Date” means the date of the Closing.

“Encumbrance” means any charge, condition, equitable interest, lien, option, pledge, hypothec, security interest, security agreement, mortgage, privilege, priority or prior claim; any financing lease, conditional or installment sale or title retention agreement; any right of way, easement, licence, encroachment or servitude; any option, right of pre-emption, first refusal or first offer or other right or restriction of any other Person, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership, whether or not subject to registration or constituting a real right or a right in real property; any title defect, exception, reservation, restrictive covenant or adverse claim affecting title of a Person to any asset or property; any community or other marital property interest; and any contract to create any of the foregoing.

“Escrow Agent” means Marrelli Escrow Services Limited.

“Escrow Agreement” means the means the escrow agreement among the Purchaser, the Escrow Agent, and the holders of the Escrowed Shares, dated the Effective Date, pursuant to which the Escrowed Shares shall be deposited into escrow with the Escrow Agent for a period of two years from the Effective Date.

“Escrow Release Conditions” has the meaning ascribed thereto in the Escrow Agreement.

“Escrow Release Certificate” has the meaning ascribed thereto in the Escrow Agreement.

“**Escrowed Shares**” means the Consideration Shares, the Finder Shares, and if applicable, the Adjustment Shares.

“**Excluded Liabilities**” means all of the liabilities and obligations related to the Business and the Purchased Assets, other than the Assumed Liabilities, including, without limitation, the liabilities set forth in EXHIBIT E.

“**Excise Act**” means Excise Tax Act (Canada).

“**Financing**” has the meaning ascribed to it in Section 5.15.

“**Finder Agreement**” means the agreement between the Purchaser, the Seller, and Len Walker, an individual resident in Burlington, Ontario, dated as of the Effective Date, pursuant to which Mr. Walker shall receive a commission comprised of the Finder Shares for facilitating the completion of the transactions described herein, payable in two equal tranches of 500,000 Shares, with each tranche composed of 250,000 Shares issued by the Purchaser and 250,000 Shares transferred or otherwise delivered by the Seller.

“**Finder Shares**” means (i) the 500,000 Shares issued to Len Walker by the Purchaser; and (ii) the 500,000 Consideration Shares transferred or otherwise delivered to Len Walker, to be registered as directed by Len Walker, by the Seller, pursuant to the Finder Agreement and all of which shares shall be deposited into escrow with the Escrow Agent, pursuant to the Escrow Agreement.

“**Governmental Entity**” means any transnational, domestic or foreign federal, state, local or other governmental, regulatory or administrative authority, department, court, agency or official, including any political subdivision thereof, and “**Governmental Entities**” means more than one of them.

“**Government Official**” means (i) an officer, agent, representative, or employee of a Governmental Entity, Governmental Entity-owned or controlled enterprise (or any agency, department or instrumentality thereof), political party or public international organization; (ii) a candidate for government or political office; or (iii) an agent, officer, or employee of any entity owned by a government or Governmental Entity.

“**HC Licence**” means a licence issued by Health Canada under the Cannabis Act, authorizing the Purchaser to cultivate, produce, and/or sell cannabis.

“**HS**” has the meaning ascribed to it in Section 5.18.

“**IFRS**” means International Financial Reporting Standards issued by the International Accounting Standards Board.

“**Indemnified Party**” has the meaning ascribed to it in Section 9.3.

“**Indemnifying Party**” has the meaning ascribed to it in Section 9.3.

“**Initial Nominee**” has the meaning ascribed to it in Section 7.1(a).

“**Intellectual Property**” means: (a) patents, patent applications, continuations, continuations-in-part, divisions, validations, reissues, patent disclosures, inventions (whether or not patentable) and improvements thereto; (b) utility models and pending applications to register the same; (c) trademarks, service marks, logos, trade dress and trade names or other source-identifying designations or devices; (d) copyrights, design rights and database rights, whether registered or unregistered, and pending applications to register the same; (e) Internet domain names and

registrations thereof; (f) confidential ideas, trade secrets, proprietary rights, computer software, including source code, derivative works, moral rights, know-how, works-in-progress, concepts, methods, processes, inventions, invention disclosures, formulae, reports, data, technical and scientific information, customer lists, mailing lists, business plans, information relating to manufacturing processes or other proprietary information; (g) all foreign counterparts thereof; (h) all renewals, extensions, restorations and reissues thereof; and (i) any and all other intellectual property rights throughout the world.

“Knowledge” or **“Knowledge of the Seller”** means:

- (i) in the case of a Person who is an individual, the knowledge an individual is deemed to have of a particular fact or other matter if that individual is actually aware of that fact or matter, after having reviewed all records, documents and other information in their possession or under their control that would be regarded as reasonably relevant to the matter and having made appropriate enquiries of the senior officers of the referent Person (**“Due Inquiry”**). For purposes hereof, Knowledge of the Seller shall include the knowledge that an individual would have had but for his or her failure to make Due Inquiry;
- (ii) in the case of a Person other than an individual, the knowledge such Person is deemed to have of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, manager, executor, or trustee of that Person (or in any similar capacity) has, or at any time had, Knowledge of that fact or other matter (as set forth in clause (i) above).

“Laws” shall include any federal, provincial, foreign or local law, common law, statute, ordinance, rule, regulation, code, or Order having force of law or that are otherwise enforced by a Governmental Entity.

“Legal Proceeding” shall mean any claim, action, suit, case, litigation, proceeding, investigation, charge, criminal prosecution, judicial, governmental or regulatory investigation, or arbitration, mediation or alternative dispute resolution proceeding.

“Lock-Up Agreement” has the meaning ascribed to it in Section 2.10(b)(v).

“LOI” has the meaning ascribed thereto in the recitals.

“Losses” means, with respect to any Person, any and all liabilities, costs, damages, deficiencies, penalties, amounts paid in settlement, fines or other losses or expenses incurred by such Person (including reasonable out-of-pocket expenses of investigation and reasonable out-of-pocket attorneys’ or consultants’ fees and expenses as a result or arising out of any action, suit or proceeding whether involving a Third Party Claim or a claim solely between the Parties to enforce the provisions hereof).

“Material Adverse Effect” means a material adverse effect on (a) the assets, liabilities, results of operations or condition (financial or otherwise) or prospects of the Business, the Purchased Assets; or (b) the ability of the Seller to perform their material obligations hereunder or to consummate the transactions contemplated hereby; but excluding any effect resulting from (i) general economic conditions or general effects on the industry in which the Business is primarily engaged (including as a result of national emergency or war, or the occurrence of any other calamity or crisis (including any act of terrorism) or any change in financial, political or economic conditions in Canada or elsewhere) not having a materially disproportionate effect on the Business, Purchased Products or the Purchased Assets relative to other participants in the industry in which the Business is primarily

engaged; (ii) any change or amendment to any Laws or any change in the manner in which any Law is enforced generally affecting the industry in which the Business is primarily engaged and not specifically relating to or having a materially disproportionate effect on the Business, Purchased Products or the Purchased Assets relative to other participants in the industry in which the Business is primarily engaged; (iii) any public announcement of the transactions contemplated by this Agreement in accordance with the terms of this Agreement; or (iv) any action taken by Purchaser or its Representatives in accordance with the terms of this Agreement.

“**New Equipment**” means the certain equipment to be purchased as itemized in EXHIBIT F;

“**New Equipment Deposit**” has the meaning ascribed thereto in Section 2.3(a);

“**New Equipment Purchase Price**” has the meaning ascribed thereto in Section 2.3(a);

“**New Equipment Financing**” has the meaning ascribed thereto in Section 2.3(b);

“**Order**” means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any Governmental Entity or by any arbitrator.

“**Ordinary Course of Business**” means the ordinary course of the operation of the Business consistent with past practices of the Seller.

“**Permits**” means all permits, licenses, franchises, approvals, authorizations, and consents required to be obtained from Governmental Entities necessary to conduct and operate the Business as currently conducted or operated, including the Business Regulatory Approvals.

“**Person**” means an individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity.

“**Proceeding**” means any action, audit, arbitration, examination, hearing, litigation, or suit (whether civil, criminal or administrative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

“**Privacy Law**” means Laws that apply to the protection of personal information, as collected, used and communicated by the Seller in the context of the Business.

“**Public Disclosure Record**” means all documents filed by or on behalf of the Purchaser on SEDAR since December 31, 2018, and prior to the date hereof that are publicly available on the date hereof.

“**Purchased Assets**” means: (a) all Business Intellectual Property; (b) the Purchased Products; (c) all Business Records; (d) all property and equipment used in manufacturing and ongoing maintenance of the Purchased Products, including all tangible property such as prototypes, moulds and equipment used to manufacture the Purchased Products or to perform the quality control thereof; (e) approvals, Permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from Governmental Entities related to the Business, including without limitation the Business Regulatory Approvals; (f) the Assumed Contracts and the rights and privileges thereunder; (g) the goodwill associated to the Business; and (h) those other assets, including the New Equipment, listed in **EXHIBIT F**. For the avoidance of doubt, the Purchased Assets to be purchased by Purchaser hereunder do not include cash or cash equivalents, except for the New Equipment Deposit, nor any accounts or customer trade receivables for Purchased Products sold by the Seller before the Effective Date (such assets are hereinafter referred to as the “**Excluded Assets**”).

“**Purchased Products**” has the meaning set forth in the preamble hereof.

“**Purchase Price**” has the meaning ascribed to it in Section 2.6.

“**Purchaser**” has the meaning ascribed to it in the introductory paragraph;

“**Purchaser’s Damages**” has the meaning ascribed to it in Section 9.1

“**Product Registrations**” has the meaning ascribed to it in Section 3.1(i)(i).

“**Profit Sharing Agreement**” means the agreement dated the Effective Date pursuant to which the Purchaser agrees to pay 10% of EBIT for a period of three years from the date of receipt of the HC Licence.

“**QAP**” has the meaning ascribed to it in Section 5.18;

“**Responsible Person**” has the meaning ascribed to it in Section 5.18;

“**Representatives**” means, with respect to any Person, each of the Affiliates, directors, officers, employees, agents and other representatives (including attorneys, patent and trademark agents, accountants and financial advisors) of such Person.

“**Securities Laws**” means, as applicable, the securities laws, regulations, rules, rulings and orders in the provinces of Canada, the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the securities regulators in each of the provinces of Canada, including for certainty, to the extent applicable, the rules and policies of the CSE.

“**Seller**” has the meaning ascribed to it in the introductory paragraph;

“**Seller Contribution**” has the meaning ascribed to it in Section 5.15(b).

“**Seller’s Damages**” has the meaning ascribed to it in Section 9.2;

“**Shares**” means the common shares in the capital of the Purchaser.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Taxing Authority**” means the Canada Revenue Agency, or foreign, federal, national, state, provincial, county, or municipal or other local government, any subdivision, agency, commission, or authority thereof (or any quasi-governmental body) exercising any taxing authority, or any other authority exercising tax regulatory authority in its capacity as doing such.

“**Tax**” or, collectively, “**Taxes**” means: (a) any and all taxes, installments, assessments, charges, duties, fees, levies or other governmental charges, including income, franchise, margin, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, land transfer, employer, health, goods and services, harmonized sales, social contribution, employment insurance premium, unemployment compensation, disability, transfer, sales, use, service, escheat, unclaimed property, license, excise, gross receipts, value-added (ad valorem), add-on or alternative minimum, environmental, severance, stamp, occupation, premium, and all other taxes of any kind for which a Person may have any liability imposed by any Taxing Authority, whether disputed or not, and any charges, fines, interest or penalties imposed by any Taxing Authority or any additional amounts attributable or imposed with respect to such amounts, and with regard to the Seller, any and all sales and use and employment-related taxes, installments, assessments, charges, duties, fees,

**ARTICLE II.
TRANSACTION AND CLOSING**

Section 2.1 Purchase and Sale

Upon the terms and conditions set forth herein, effective as of the Effective Date but subject to the Closing, the Seller shall sell, deliver, transfer, assign, and convey to the Purchaser, and the Purchaser shall purchase from the Seller, all of the Seller's right, title and interest in and to all of the Purchased Assets, wherever situated, tangible and intangible, free and clear of any liens.

Section 2.2 Delivery of Purchased Assets

Upon Closing, all prototypes, moulds, tools and equipment then in existence will remain in the physical possession of the Seller or its Affiliates, to be held and distributed for and on behalf of Purchaser, on terms and conditions mutually agreed to by the Parties. The Seller shall deliver the other Purchased Assets to Purchaser within ten (10) Business Days after the Closing or as otherwise mutually agreed between the Parties.

Section 2.3 New Equipment Purchase

The Parties agree that:

- (a) On or before June 30, 2020, the Seller shall deposit (the "**New Equipment Deposit**") with the Purchaser \$439,238.00 to be used exclusively to pay that amount of the total purchase price of the New Equipment (the "**New Equipment Purchase Price**");
- (b) The Purchaser shall be responsible for securing the financing on commercially reasonable terms (the "**New Equipment Financing**") and paying the balance of the New Equipment Purchase Price; and
- (c) The New Equipment Financing shall be in an amount not less than \$1,000,000.

Section 2.4 Assumption of Assumed Liabilities

Upon the terms and subject to the conditions set forth herein, the Purchaser hereby agrees, effective at the Effective Date, but subject to the Closing, to assume and to timely satisfy and discharge the Assumed Liabilities in accordance with their respective terms.

Section 2.5 Excluded Liabilities

For the avoidance of doubt, the Purchaser shall not acquire nor be deemed to assume any liabilities, other than the Assumed Liabilities.

Section 2.6 Purchase Price

The Parties hereto agree that the total purchase price (the "**Purchase Price**") shall be satisfied through: (i) the issuance on a prospectus exempt basis of 46,462,114 Shares (the "**Consideration Shares**") of the Purchaser to the Seller in three tranches, and, if applicable, the issuance on a prospectus exempt basis of the Adjustment Shares; (ii) the assumption of the Assumed Liabilities by the Purchaser; (iii) the entering into of the Profit Sharing Agreement in favour of the Seller, effective as of Closing. Purchaser shall pay the Purchase Price to the Seller as hereinafter provided:

- (a) on the date of the Closing, the Purchaser shall cause to be issued to the Seller 20% of the Consideration Shares (“**Tranche 1**”), registered as directed by Seller;
- (b) upon the receipt of the New Equipment Deposit by the Purchaser to the bank account as directed by the Purchaser, the Purchaser shall cause to be issued to the Seller 30% of the Consideration Shares (“**Tranche 2**”), registered as directed by Seller;
- (c) upon the receipt of the HC Licence by Purchaser, but not before Closing:
 - (i) Purchaser shall cause to be issued to Seller 50% of the Considerations Shares (“**Tranche 3**”), registered as directed by Seller; and
 - (ii) the Adjustment Shares; and
- (d) on the date of the Closing, the Purchaser shall:
 - (i) assume the Assumed Liabilities; and
 - (ii) enter into the Profit Sharing Agreement.

Section 2.7 Escrow of Consideration Shares

- (a) The Parties agree that Escrowed Shares shall be deposited into escrow with the Escrow Agent, pursuant to the Escrow Agreement, and to be released from escrow, subject to the satisfaction of the Escrow Release Conditions and delivery of the Escrow Release Certificate to the Escrow Agent, to the holders of the Escrowed Shares, according to the following schedule:

| Date | Proportion of Escrowed Shares to be released from escrow |
|---|--|
| Three months after the Effective Date | 1/8 |
| Six months after the Effective Date | 1/8 |
| Nine months after the Effective Date | 1/8 |
| Twelve months after the Effective Date | 1/8 |
| Fifteen months after the Effective Date | 1/8 |
| Eighteen months after the Effective Date | 1/8 |
| Twenty-one months after the Effective Date | 1/8 |
| Twenty-four months after the Effective Date | 1/8 |

- (b) In the event that the Escrow Release Conditions are not satisfied at the time the release of one or more tranches of Escrowed Shares are scheduled to be released according to the schedule set forth in Section 2.7(a):
 - (i) such Escrowed Shares shall remain in escrow; and
 - (ii) upon the satisfaction of the Escrow Release Conditions and delivery of the Escrow Release Certificate to the Escrow Agent, such Escrowed Shares which otherwise would have been released but for the incompleteness of the Escrow Release Conditions, shall be released.

- (c) In the event that the Escrow Release Conditions are not satisfied by August 1, 2021, then all Consideration Shares and Adjustment Shares, which for clarity shall exclude any Finder Shares, shall be cancelled for no further consideration, unless otherwise agreed to by the Purchaser and the Seller in writing not later than July 16, 2021, giving consideration to the effects caused by the COVID-19 outbreak..

Section 2.8 Allocation of the Purchase Price

The Parties agree that the Purchase Price and the agreed upon value of the Assumed Liabilities shall be allocated among the Purchased Assets in the manner specified in EXHIBIT G (the “**Allocation**”). Such Allocation shall be made in accordance with the principles of the Tax Act. The Purchaser and the Seller agree to (i) be bound by the Allocation; (ii) act in accordance with the Allocation in the preparation and filing of all Tax Returns and (iii) take no position inconsistent with the Allocation for all Tax purposes, unless otherwise required by a Taxing Authority in a Tax examination, audit, assessment, re-assessment or other proceeding. In the event that any Taxing Authority disputes the Allocation, the Party receiving notice thereof shall promptly notify in writing and consult with the other Party concerning the strategy for the resolution thereof, and shall keep the other Party apprised of the status of such dispute.

Section 2.9 Closing

The closing (the “**Closing**”) of the transaction contemplated by this Agreement shall take place on the Business Day that follows the date where the conditions set forth in Article VI are met, at the offices of the Seller or at such other place as the Seller and the Purchaser may agree.

Section 2.10 Closing Deliverables

At the Closing:

- (a) The Purchaser shall deliver or cause to be delivered to the Seller:
 - (i) treasury order issued to Computershare Trust Company of Canada in respect to the issuance of Tranche 1 of the Consideration Shares;
 - (ii) the Profit Sharing Agreement, duly executed by a senior officer of the Purchaser;
 - (iii) the Consulting Agreements (as hereinafter defined), duly executed by a senior officer of the Purchaser;
 - (iv) a certificate, dated as of the date of the Closing and executed by an executive officer of Purchaser on behalf of Purchaser, certifying the resolutions of the board of directors of Purchaser approving the execution, delivery and implementation of this Agreement and of all documents to be delivered by Purchaser in connection with this Agreement and the transaction contemplated hereby or thereby;
 - (v) all Transfer Documentation duly executed by Purchaser;
 - (vi) an officer's certificate, dated as of Closing, in form and substance reasonably satisfactory to the Seller, as to:
 - 1) each of the representations and warranties of the Purchaser contained in this Agreement shall be true, complete and accurate as and when made and at and as of the Closing;

- 2) the Purchaser shall have performed and complied with all of the covenants, terms and conditions in this Agreement to be performed or complied with by it at or before Closing; and
 - 3) there shall not be pending any litigation or proceeding against the Purchaser brought by any Governmental Entity or any other Person that seeks to restrain, materially modify or invalidate the transactions contemplated by this Agreement and no Order that would prohibit, materially modify or restrain such transactions shall be in effect.
- (b) The Seller shall deliver or cause to be delivered to the Purchaser:
- (i) a certificate from the Government Entity in jurisdictions in which the Seller are organized, dated within five (5) Business Days prior to the date of the Closing, and certifying that the said entities are in good standing;
 - (ii) certified copies of the resolutions of the directors of the Seller authorizing the execution, delivery and implementation of this Agreement and of all documents to be delivered by the Seller in connection with this Agreement and the transactions contemplated hereby and thereby;
 - (iii) all Transfer Documentation duly executed by the Seller;
 - (iv) an officer's certificate, dated as of Closing, in form and substance reasonably satisfactory to the Purchaser, as to:
 - 1) each of the representations and warranties of the Seller contained in this Agreement shall be true, complete and accurate as and when made and at and as of the Closing;
 - 2) the Seller shall have performed and complied with all of the covenants, terms and conditions in this Agreement to be performed or complied with by it at or before Closing; and
 - 3) there shall not be pending any litigation or proceeding against the Seller brought by any Governmental Entity or any other Person that seeks to restrain, materially modify or invalidate the transactions contemplated by this Agreement and no Order that would prohibit, materially modify or restrain such transactions shall be in effect;
 - (v) lock-up agreements (“**Lock-Up Agreements**”) in favour of the Purchaser from each of the holders of the Consideration Shares and, if applicable, the Adjustment Shares, excluding any Finder Shares payable by the Seller, in the form and substance mutually agreeable to the Purchaser and the Seller, evidencing such holder’s agreement not to, without the prior written consent of the Purchaser, except as contemplated pursuant to the Finder’s Agreement, such consent not to be unreasonably withheld, offer, sell or resell any Consideration Shares or, if applicable, the Adjustment Shares, held by it or agree to or announce any such offer or sale for a period of twelve (12) months, from the Effective Date.

Section 2.11 Excise Act Elections

The Seller and the Purchaser agree and represent to each other that:

- (a) Each is registered for purposes of Part IX of the Excise Act and the registration numbers are:

- (i) Vendor - [REDACTED]

Redactions:
Commercially
sensitive
information.

Redactions:
Commercially
sensitive
information.

- (ii) Purchaser - [REDACTED]
- (b) The Purchased Assets are the supply of a business established or carried on by the Seller and comprises all or substantially all of the property used by the Seller in a commercial activity that forms all or part of the business.
 - (c) The Purchased Assets include all rights and property necessary for the Purchaser to carry on the business substantially in the same manner as it was conducted by the Seller prior to the transfer of the Purchased Assets.
 - (d) The Seller and the Purchaser will, on or before the time of Closing, jointly execute an election in prescribed form and containing the prescribed information, to have Section 167 of the Excise Act apply to the purchase and sale of the Purchased Assets so that no tax is payable in respect of such purchase and sale under Part IX of the Excise Act. The Purchaser shall file such election within the time prescribed by the Excise Act.

Section 2.12 Tax Act S. 85 Rollover

Notwithstanding any other provision in this Agreement, the Seller and the Purchaser agree that they will elect, pursuant to subsection 85(1) of the Tax Act, and subject to any requirements of applicable securities law, that the Seller's proceeds of disposition of the Purchased Assets and the Purchaser's cost of the Purchased Assets shall be the Seller's adjusted cost base thereof or such greater amount as the Seller may in its sole discretion direct (provided such amount shall not exceed the fair market value of the Purchase Assets). The parties agree to execute all such documents and forms to make the elections contemplated by this Section 2.12.

**ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF SELLER**

Section 3.1 Representations and Warranties of the Seller

The Seller hereby represents and warrants to the Purchaser that the following representations and warranties are true and correct as of the date hereof, were true as of the Effective Date and will be true and correct as of the date of the Closing, and acknowledge that Purchaser is relying on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

- (a) Corporate Organization. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction set forth in the Parties description above, and has the corporate power and authority to carry on the Business as now conducted, and is duly qualified to conduct business and is in good standing in each jurisdiction in which such qualification is necessary under the applicable laws of such jurisdiction.
- (b) Corporate Authority. The Seller has all necessary corporate power and authority to execute and deliver this Agreement and any other documents to be delivered by the Seller in connection with this Agreement and to consummate the transactions contemplated hereunder. The execution and delivery of this Agreement and any other documents to be delivered by the Seller in connection with this Agreement and the consummation by the Seller of the transactions contemplated hereunder do not and will not violate the terms or conditions of the Seller's Constating Documents, any judicial or administrative process or Order, or any material agreement or instrument to which the Seller is a party or by which the Seller is bound. No consent, waiver, approval, or authorization of, or declaration or filing with, or notification to, any person, Governmental Officer or Governmental Entity is required on the part of the Seller in connection

with the execution and delivery by the Seller of this Agreement or any other document to be delivered in connection with this Agreement to which it is a party, the consummation by the Seller of the transactions contemplated hereby or thereby, or the compliance by the Seller with any of the provisions hereof or thereof. This Agreement and the consummation of the transactions contemplated herein have been duly and effectively authorized by all necessary corporate actions, including approval by the Seller's board of directors. This Agreement, upon execution by the Seller, is a valid and binding obligation of the Seller, enforceable in accordance with its terms.

- (c) Title to Purchased Assets; Completeness of Transfer; Condition of Purchased Assets. The Seller has good, marketable and valid title to the Purchased Assets, free and clear of any Encumbrance. No Person, other than under this Agreement, has any agreement or option or any right capable of becoming an agreement or option for the purchase or lease from the Seller of any of the Purchased Assets. The Purchased Assets constitute all the material properties of any nature with which the Seller has conducted the Business during the twelve-month period prior to the Effective Date. All tangible personal property included in the Purchased Assets is in good operating condition, reasonable wear and tear excepted.
- (d) Value of Purchased Assets. The Purchased Assets indicated on **EXHIBIT F** offered for sale by the Seller shall be of a value not less than \$2,000,000 (net of any Assumed Liabilities) as of the date hereof and on the Effective Date.
- (e) Business Records. The Business Records have been fully, properly and accurately kept in compliance with all applicable Laws in all material respects.
- (f) Financial Information. The financial information provided to Purchaser is based on information derived from the books and records of the Seller and presents fairly the financial condition, results of operations of the Business at the dates and for the periods indicated.
- (g) No Litigation. No Legal Proceeding or Order is pending against or, to the Knowledge of the Seller, threatened in writing against the Seller that (i) is material to the Business, the Purchased Assets, or the Assumed Liabilities; or (ii) would impose any material limitation on the ability of Purchaser to operate the Business or the Purchased Assets as currently conducted.
- (h) Compliance with Laws. Except with respect to those regulatory matters that are the subject of Section 3.1(k) or Section 3.1(i):
 - (i) the Seller is, and since the Date of Incorporation has been, in material compliance with all Laws applicable to the ownership or operation of the Business;
 - (ii) the Seller possesses, and is in compliance with, all Permits necessary for the conduct of the Business as it is currently conducted, each of which is listed on **EXHIBIT D**, except where the failure to possess or comply with any such Permit would not, individually or in the aggregate, be materially adverse to the operation of the Business or to the Purchased Assets, taken as a whole, and all such Permits are in full force and effect. No event has occurred that, to the Knowledge of the Seller, would reasonably be expected to result in a penalty under or the revocation, cancellation, non-renewal or adverse modification of any Permit, except as has not been and would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Business or to the Purchased Assets, taken as a whole.
- (i) Regulatory.

- (i) Product Registrations. **EXHIBIT D** sets forth, as of the date hereof, a list of all Business Regulatory Approvals granted to the Seller by, or pending with, any Governmental Entity that are required to market any of the Purchased Products (the “**Product Registrations**”).
- (ii) Compliance with Laws and Specifications and Standards. All Purchased Products sold under the Product Registrations are manufactured and marketed in all material respects in accordance with Laws and the specifications and standards contained in such Product Registrations and have either been fabricated, processed, packaged and labelled in accordance with regulatory requirements and good manufacturing practices where required or, if not required, have been fabricated and processed in accordance with quality standards that meet or exceed industry standards for the Purchased Products.
- (iii) Untrue Statements. Neither the Seller nor, to the Knowledge of the Seller, any officer, employee or agent of the Seller, has made an untrue statement of a material fact or failed to disclose a material fact required to be disclosed to a Governmental Entity, which would either be a contravention of Law or misleading.
- (iv) Product Recalls / Safety. Since the Date of Incorporation:
 - 1) there has not been, nor, to the Knowledge of the Seller, is there currently under consideration by the Seller, any of their Affiliates or any Governmental Entity, any recall, withdrawal, replacement or other market action or any post-sale warning, in each case, in respect of any Purchased Product;
 - 2) to the Knowledge of the Seller, there are no facts which are reasonably likely to cause or warrant: (A) the recall, withdrawal, replacement or other market action of any Purchased Product sold by the Seller; (B) a change in the regulatory classification or change in the labeling of any Purchased Products due to safety reasons beyond routine revision to labeling due to post market experience; or (C) termination or suspension of the marketing of such Purchased Products; and
 - 3) the Seller has not received with respect to the Purchased Products any written notice or communications from any Governmental Entity alleging any safety or quality concerns with respect to any Purchased Product or noncompliance with any applicable Laws or authorization of any Governmental Entity.
- (v) Marketing or Advertising. The Seller has not received with respect to the Purchased Products any written notice or communications from any Governmental Entity or competitor alleging any non-compliance with the marketing or advertising of the Purchased Products, there are no facts which are reasonably likely to cause or warrant a change in the regulatory classification or a change in the labeling of any Purchased Products, and adequate and proper substantiation exists for all claims made for the Purchased Products.
- (j) Material Contracts. The Seller has made available to the Purchaser true and complete copies of all Assumed Contracts. Each Assumed Contract that is executed by the Seller is valid and binding on the Seller that is a party thereto and, to the Knowledge of the Seller, the other parties thereto, and is in full force and effect. The Seller has performed all material obligations required to be performed by it to date under any of the Assumed Contracts. Neither the Seller, nor to the Knowledge of the Seller, any other party thereto is in breach of, or default under, any such Assumed Contract, and no event has occurred that, with the giving of notice or lapse of time or both, would constitute a breach or default, in each case which breach or default would result, individually or in the aggregate, in a any change, effect, event, circumstance, occurrence or state

of facts that, either alone or in combination, is or would reasonably be expected to be materially adverse to the results of operations or financial condition of the Business or to the Purchased Assets, taken as a whole.

None of the rights of the Seller under the Assumed Contracts will be impaired in any material respect by the consummation of the transaction contemplated hereunder, and all of the rights of the Seller thereunder will be enforceable by Purchaser after Closing without the consent or agreement of any other party or the payment of any penalty, the incurrence of any additional obligation or the change of any term. [REDACTED]

Redactions:
Commercially
sensitive
information.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] Upon the Seller's execution of agreements with the Customers listed in Section II of EXHIBIT A, the Seller agrees to transfer to the Purchaser its right to revenue recognition and receive EBIT generated pursuant to any such executed agreement.

(k) Intellectual Property.

- (i) To the Knowledge of the Seller, except as indicated on EXHIBIT C, the registered Business Intellectual Property is valid and subsisting and, to the Knowledge of the Seller, there is no objection or Legal Proceeding being asserted or threatened by any Person with respect to the ownership, validity or enforceability of any Business Intellectual Property. (a) the Seller is the sole and exclusive owners of the Business Intellectual Property; (b) no license of any kind relating to any Business Intellectual Property has been granted; and (c) the Business Intellectual Property is free and clear of any Liens.
- (ii) The Business Intellectual Property constitutes all of the Intellectual Property used and necessary for the conduct of the Business as presently conducted by the Seller.
- (iii) To the Knowledge of the Seller: (a) the Business as currently operated does not in any material respect infringe, misappropriate or otherwise violate the intellectual property rights of any Person; and (b) no Legal Proceeding is pending or, to the Knowledge of the Seller, has been threatened claiming that the Business as currently operated infringes, misappropriates or otherwise violates the intellectual property rights of any Person.

(l) Anti-Corruption.

- (i) No Government Official presently owns an interest, whether direct or indirect, in the Business, or has any legal or beneficial interest or right in the Purchase Price to be paid hereunder by the Purchaser.
- (ii) The Seller has not made, offered, promised or authorized, or will make, offer promise or authorize, any payment or gift or anything of value, directly or indirectly, to any Government Official in violation of any applicable Anti-Corruption Laws with respect to the Business, including for the purpose of influencing or inducing any Government Official or to obtain business, or to secure any other improper business advantage, in violation of applicable Anti-Corruption Laws.

(m) Privacy Laws.

- (i) The Seller has complied at all times with all Privacy Laws in connection with the Seller's collection, use and disclosure of personal information with respect to the Business.
 - (ii) The Seller has in place a privacy policy governing the collection, use and disclosure of personal information by the Seller, and have collected, used and disclosed personal information in accordance with such policy.
- (n) Permits. The Seller possesses all Permits that are necessary to permit it to engage in the Business as presently conducted in and at all locations and places where it is presently operating, all such Permits are in full force and effect, no violations are or have been recorded in respect of any of such Permits, and the Seller has not received any notice that any Governmental Entity is considering or intends to cancel, terminate, modify or not renew such Permits. All Permits necessary to permit the Seller to engage in the Business as currently conducted are set forth on EXHIBIT D. The Seller is in compliance in all material respects with all obligations, restrictions or requirements of the Permits.
- (o) Absence of Changes. Since the Date of Incorporation, there has not been any material adverse change in the condition (financial or otherwise) of, or material damage, destruction or loss affecting, the Business or the Purchased Assets. Since the Date of Incorporation, the Seller has not: (i) entered into any transaction for the Purchased Assets other than in the Ordinary Course of Business and consistent with past practices, including, but not limited to, any transaction relating to the: sale or encumbering of its assets or properties; (ii) canceled, terminated, amended or waived any of the Assumed Contracts or any rights or claims arising thereunder; or (C) become aware of any loss of customers, suppliers, or volume or profitability of the Business.
- (p) Finder's Fee. The Seller acknowledges that a commission or finder's fee may be paid in connection with this Agreement, including the Finder Agreement. There are no other arrangements or persons acting or purporting to act in connection with the transactions contemplated herein which creates any entitlement to any brokerage or commission or finder's fee.
- (q) Taxes; Contributions. All Tax Returns required to be filed by the Seller have been filed on a timely basis, all of which returns are correct and complete and all Taxes relating to the Business or the Purchased Assets due and payable on or before the date hereof by the Seller have been paid. There are no claims pending against the Seller for past-due Taxes relating to the Business or the Purchased Assets, and there are no threatened claims against the Seller for past-due Taxes relating to the Business or the Purchased Assets (including, but not limited to, any claims based upon any theory of transferee liability), and there are not now any matters under discussion with authorities relating to any additional Taxes or assessments against the Seller relating to the Business or the Purchased Assets. All Taxes and other assessments and levies which the Seller is or has been required by law to withhold or to collect relating to the Business or the Purchased Assets have been duly withheld and collected, and have been timely paid over to the proper governmental authorities or are properly held by the Seller for such payment. All contributions and payments for workers' compensation, unemployment compensation, and the like which the Seller has been required by law to make or pay have been duly made or paid.
- (r) Business Relations. The Seller has not received any oral or written notification of (i) any circumstances, which would reasonably cause it to believe that the Seller's business relationship with any customer, sales representative, dealer or supplier would be materially adversely affected by the transactions contemplated hereunder; or (ii) any specific potential customer returns.

- (s) Disclosure. No representation or warranty made by the Seller in this Agreement contains any untrue statement of material fact or omits to state a material fact required to make the statements made herein not misleading.

**ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Section 4.1 Representations and Warranties of Purchaser

The Purchaser represents and warrants to the Seller that the following representations and warranties are true and correct as of the date hereof, were true as of the Effective Date and will be true and correct as of the date of the Closing and acknowledges that the Seller is relying on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

- (a) Organization. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of British Columbia, Canada, and has the power and authority to carry on its business as now conducted and is duly qualified to conduct business and is in good standing in each jurisdiction in which such qualification is necessary under the applicable laws of such jurisdiction.
- (b) Authority. The Purchaser has all necessary power and authority to execute and deliver this Agreement and any other documents to be delivered by the Purchaser in connection with this Agreement and to consummate the transaction contemplated hereunder. The execution and delivery of this Agreement and any other documents to be delivered by the Purchaser in connection with this Agreement by the Purchaser and the consummation by the Purchaser of the transactions contemplated hereunder do not and will not violate the terms or conditions of the Purchaser's Constatng Documents, any judicial or administrative process or Order, or any agreement or instrument to which the Purchaser is a party or by which it is bound. This Agreement and the consummation of the transactions contemplated herein have been duly and effectively authorized by all necessary actions, including approval by the Purchaser's board of directors. This Agreement, upon execution by the Purchaser, is a valid and binding obligation of the Purchaser, enforceable in accordance with its terms.
- (c) Consents. No notice to, filing with, or permit, or consent or approval of any Person (including any Person which provides financing to Purchaser) is necessary for the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby by Purchaser except that this Agreement is subject to the approval of the CSE.
- (d) Proceedings; Orders. There is no Proceeding or investigation pending or, to the knowledge of the Purchaser, threatened against the Purchaser, its properties or businesses, that (i) challenges the validity of this Agreement or any action taken by the Purchaser in connection herewith; or (ii) seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement, or which, individually or in the aggregate, would impair or delay the ability of the Purchaser to affect the Closing. The Purchaser is not subject to any Order that would impair or delay the ability of the Purchaser to affect the Closing.
- (e) Shares Listed for Trading on CSE. The Shares are listed and posted for trading on the CSE and except for such listing and trading, the Purchaser has not made arrangements for any securities of the Purchaser to be listed or quoted for trading on any other stock or securities exchange or market. No order, ruling, or determination having the effect of ceasing or suspending trading in any securities of the Purchaser has been issued and no proceedings for such purpose are pending or, to the knowledge of the Purchaser, threatened. Neither the Purchaser nor any of the subsidiaries

of the Purchaser have taken any action which would be reasonably expected to result in the delisting or suspension of the Shares on or from the CSE.

- (f) Reporting Issuer. The Purchaser is a “reporting issuer” in each of the Provinces of British Columbia, Alberta, and Ontario (as that term is defined under applicable Canadian securities laws), is not included in a list of defaulting reporting issuers (or equivalent) maintained by the applicable Governmental Authority in such provinces and the Purchaser is in compliance, in all material respects, with applicable Securities Laws.
- (g) Public Disclosure Record. The documents and information comprising the Purchaser Public Disclosure Record, as at the respective dates they were filed, were in compliance in all material respects with applicable Securities Laws and, where applicable, the rules and policies of the CSE and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
- (h) Finder’s Fee. The Purchaser acknowledges that a commission or finder’s fee may be paid in connection with this Agreement, including the Finder Agreement. There are no other arrangements or persons acting or purporting to act in connection with the transactions contemplated herein which creates any entitlement to any brokerage or commission or finder’s fee.
- (i) Continuous Disclosure. Except as set forth above, the Purchaser is not subject to continuous disclosure or other public reporting requirements under applicable Laws of any other jurisdiction including, without limitation, the securities laws of the United States.

ARTICLE V. COVENANTS

Section 5.1 Conduct of Business Prior to the Closing

From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by the Purchaser, the Seller shall (a) conduct the Business in the Ordinary Course of Business consistent with past practice; and (b) use reasonable best efforts to maintain and preserve intact their current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of their customers, lenders, suppliers, regulators and others having relationships with the Business. Without limiting the foregoing, from the date hereof until the date of the Closing, the Seller shall (a) preserve and maintain all licenses, Business Regulatory Approvals and Permits required for the conduct of the Business as currently conducted or the ownership and use of Purchased Assets used in the Business; (b) pay the debts, Taxes and other obligations of the Business when due; (c) maintain the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear; (d) continue in full force and effect without modification all insurance policies, except as required by applicable Law; (e) perform all of their obligations under all Assumed Contracts; (f) maintain the books and records in accordance with past practice; (g) comply in all material respects with all Laws applicable to the conduct of the Business; (h) not take or permit any action that would cause any of the changes, events or conditions described in Section 3.1(o) to occur; (i) not take any action or fail to take any action that would result in the imposition of any Lien or encumbrance on any Purchased Asset; (j) take any action or fail to take any action that is reasonably likely to result in any of the conditions contemplated in this Agreement to not be satisfied; and (k) take any action or fail to take any action that would cause the breach of any representation or warranty contained in Article III.

Section 5.2 Public Announcements

Neither the Seller, the Purchaser, nor any of their respective Affiliates, shall issue or cause the publication of any press release or other public announcement with respect to this Agreement or the transaction contemplated without the prior consent of the other Party, except as required by requirements of any stock exchange on which the Seller or the Purchaser are listed or applicable Laws. Notwithstanding the forgoing, the Parties have prepared a joint press release to be issued by the Parties immediately following the execution of this Agreement.

Section 5.3 Transaction Expenses

Purchaser shall bear all fees and expenses incurred by Purchaser and its Representative in connection with the negotiation and execution of this Agreement and each Transaction Document and the consummation of the transaction contemplated hereby and thereby. The Seller shall bear all fees and expenses incurred by the Seller in connection with the negotiation and execution of this Agreement and each other Transaction Document and the consummation of the transactions contemplated hereby and thereby.

Section 5.4 Further Assurances

The Parties agree (a) to furnish upon request to each other such further information; (b) to execute and deliver to each other such other documents; and (c) to do such other acts and things not inconsistent with this Agreement, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Transaction Documents. In addition, and without limitation of the foregoing, in the event that the Seller shall, following the Closing, come into possession of any of the Purchased Assets, the Seller shall promptly cause the transfer of such Purchased Assets to Purchaser and shall take such actions reasonably requested by Purchaser to memorialize such transfer.

Section 5.5 Post-Closing Access

Following the Closing, Purchaser shall provide to the Seller and its Representatives reasonable access to the personnel, representatives, attorneys, accountants, properties, books and records of the Business upon reasonable advance written notice during regular business hours, and will permit the Seller to make copies of such information in each case to the extent necessary for the Seller to comply with any audit commenced by any relevant Governmental Entity.

Section 5.6 Notices and Consents

To the extent that the assignment of any Assumed Contract, lease, license, Permit, Business Regulatory Approval, qualification or the like to be assigned to Purchaser pursuant to this Agreement shall require the consent of any other party, this Agreement shall not constitute a contract to assign the same, if an attempted assignment would constitute a breach thereof. The Seller shall be responsible, and Purchaser shall cooperate where appropriate and/or necessary, to obtain any and all consents necessary to such assignments. If any such consent is not obtained, the Seller shall cooperate with Purchaser in any reasonable arrangement requested by Purchaser that is designed to provide Purchaser with the benefit, monetary or otherwise, of any such contract, lease, license, permit, approval, qualification or the like, including enforcement of any and all rights of the Seller against the other party thereto arising out of the breach or cancellation thereof by such other party. Each of the Parties will give any notices to, make any filings with, and use its best efforts to obtain any authorizations, consents and approvals of Governmental Entities in connection with the transaction contemplated hereby.

Section 5.7 Preservation of Business

During the period from the date of execution of this Agreement until the Closing, the Seller shall keep the Business and the Purchased Assets intact, including the present operations, physical facilities, working conditions and relationships with lessors, licensors, suppliers, customers and key employees.

Section 5.8 Notice of Developments

During the period from the date of execution of this Agreement until the Closing, the Seller will give prompt written notice to Purchaser of any material adverse development causing a breach of any of the representations and warranties of the Seller contained in this Agreement. Each Party will give prompt written notice to the other of any material adverse development causing a breach of any of its own representations and warranties set forth above.

Section 5.9 Exclusivity

During the period from the date of execution of this Agreement until the Closing, the Seller shall not (a) solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of the Business or the Purchased Assets or any part thereof or any other transaction that conflicts with this Agreement; or (b) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in any other manner in any effort or attempt by any Person to do or seek any of the foregoing. The Seller shall notify Purchaser immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

Section 5.10 Financial Information

The Seller shall cooperate with the Purchaser and the Purchaser's independent certified public accounting firm in order to enable the Purchaser to create audited financial statements of the Business prepared in accordance with IFRS for any years covering periods prior to the Closing, by making available the Seller's records as they are maintained in the Ordinary Course of Business and answering reasonable questions, the cost of which will be borne by the Purchaser.

Section 5.11 Payment of Excluded Liabilities

To preserve for the Purchaser the opportunity to maintain good relations with the Seller's creditors and preclude the assertion of claims for nonpayment against the Purchaser, the Seller agrees to pay or to otherwise satisfy and discharge promptly after the Closing or otherwise in accordance with their terms, all undisputed liabilities or obligations, except the Assumed Liabilities, owed to the Seller's creditors.

Section 5.12 Cooperation Regarding Intellectual Property

After the Closing, the Seller shall, upon request from Purchaser, cooperate with Purchaser to try to revive any abandoned patent applications forming part of the Business Intellectual Property.

Section 5.13 Shareholder Approvals

The Seller shall use commercially reasonable efforts to obtain shareholder approval, on or prior to the Closing, in favour of the sale of the Purchased Assets and any other approvals required under applicable Laws related to the sale of the Purchased Assets.

Section 5.20 Quality Manual

In connection with the HC Licence application, Seller agrees to prepare a product quality manual, written under a name of the entity planned to hold the HC Licence, as directed by the Purchaser, and to include all standard operating procedures applicable to the Brantford Facility.

Section 5.21 Non-Solicitation and Non-Competition

Upon such time as the Purchaser receives the HC Licence, Don Robinson and Karl Wirtz shall enter into a customary non-competition and non-solicitation agreement with the Purchaser.

**ARTICLE VI.
CLOSING CONDITIONS**

Section 6.1 Conditions to Obligation of Purchaser

The obligation of Purchaser to consummate the transactions to be performed by it in connection with the Closing is subject to the satisfaction of the following conditions:

- (a) The representations and warranties of the Seller set forth in Article III above shall be true and correct in all material respects at and as of the date of the Closing;
- (b) The Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;
- (c) The Seller shall have procured all of the third party consents required by Purchaser, if applicable;
- (d) No action, suit or Proceeding shall be pending or threatened before any Court or quasi-judicial or administrative agency of any federal, provincial, county, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, Order, decree, ruling, or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement; (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation; or (iii) affect adversely the right of Purchaser to own the Purchased Assets and to operate the Business (and no such injunction, judgment, Order, decree, ruling, or charge shall be in effect);
- (e) The Seller and the Purchaser shall have received all authorizations, consents, and approvals of Governmental Entities that are required, including the CSE, in order to consummate the transaction contemplated hereby, and none of such authorizations, consents, and approvals shall contain any terms, limitations, or conditions which Purchaser determines in good faith to be materially burdensome to Purchaser, or which restrict Purchaser from owning or operating the Purchased Assets or from conducting the Business in substantially the same manner as conducted on the date hereof;
- (f) Seller shall have obtained approval of the shareholders of Seller in respect of the transactions contemplated by the Transaction Documents;
- (g) Purchaser shall have received from counsel to the Seller an opinion in form and substance satisfactory to Purchaser, addressed to Purchaser, and dated as of the date of the Closing;

- (h) There shall not have been any occurrence, event, incident, action, failure to act, or transaction since February 14, 2020 which has had or is reasonably likely to cause a Material Adverse Effect on the Business or the Purchased Assets;
- (i) Purchaser shall have completed its business, accounting and legal due diligence review of the Business and Purchased Assets and the results thereof shall be reasonably satisfactory to Purchaser;
- (j) The Seller shall have complied to the extent necessary with any applicable bulk sales or bulk transfer laws;
- (k) All actions to be taken by the Seller in connection with consummation of the transaction contemplated hereby and all agreements, including this Agreement, certificates, opinions, instruments, and other documents, including the Transaction Documents, required to affect the transactions contemplated hereby will be satisfactory in form and substance, and executed and delivered, if applicable, to Purchaser; and
- (l) The Purchaser and the Seller shall have entered into each of: (i) the Profit Sharing Agreement; (ii) the Escrow Agreement; (iii) the Lock-Up Agreement; and (iv) the Finder Agreement, each in form and substance mutually agreeable to each of the Purchaser and the Seller.

Purchaser may waive any condition specified in this Section 6.1 if it executes a written instrument so stating at or prior to the Closing.

Section 6.2 Conditions to Obligations of the Seller

The obligations of the Seller to consummate the transactions to be performed by them in connection with the Closing are subject to satisfaction of the following conditions:

- (a) The representations and warranties of the Purchaser set forth in Article IV above shall be true and correct in all material respects at and as of the date of the Closing;
- (b) Purchaser shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;
- (c) No action, suit or Proceeding shall be pending or threatened before any Court or quasi-judicial or administrative agency of any federal, provincial, county, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, Order, decree, ruling, or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement; (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, Order, decree, ruling, or charge shall be in effect);
- (d) The Seller and the Purchaser shall have received all authorizations, consents, and approvals of Governmental Entities, including the CSE, if required, that are necessary to consummate the transactions contemplated by this Agreement;
- (e) The Purchaser and each of Messrs. MacLeod and Duck shall have entered into the Consulting Agreements on terms and conditions mutually acceptable for the Purchaser, the Seller and Messrs. MacLeod and Duck;

- (f) All actions to be taken by Purchaser in connection with the consummation of the transaction contemplated hereby and all agreements, including this Agreement, certificates, opinions, instruments, and other documents, including the Transaction documents, required to affect the transactions contemplated hereby will be reasonably satisfactory in form and substance, and executed and delivered, if applicable, to the Seller;
- (g) The Purchaser shall have provided evidence of business and operating insurance at the Brantford Facility; and
- (h) The Purchaser and the Seller shall have entered into each of: (i) the Profit Sharing Agreement; (ii) the Escrow Agreement; (iii) the Lock-Up Agreement; and (iv) the Finder Agreement, each in form and substance mutually agreeable to each of the Purchaser and the Seller.

The Seller may waive any condition specified in this Section 6.2 if they execute a written instrument so stating at or prior to the Closing.

ARTICLE VII. BOARD RIGHTS

Section 7.1 Board Rights

- (a) Upon the Effective Date, the Seller shall be entitled to designate one nominee (the “**Initial Nominee**”) for election or appointment (a “**Board Designee**”) to the board of directors of the Purchaser (the “**CVGR Board**”); Provided that such Initial Nominee satisfies the Purchaser’s eligibility criteria of general application (as determined in good faith by the CVGR Board or an authorized committee thereof) for director candidates, the rules of the CSE (or any other Canadian stock exchange where the Purchaser’s common shares are listed for trading) and applicable Laws (collectively, the “**Director Eligibility Criteria**”), the Initial Nominee shall be appointed by the directors of the Purchaser to the CVGR Board. Unless otherwise determined by the Seller in the Seller’s sole discretion, the Seller wishes to designate Donald Robinson as the Initial Nominee for appointment to the CVGR Board.
- (b) After the Effective Date, and within seven (7) days after Purchaser acquires the HC Licence, the Seller shall be entitled to designate an additional Board Designee (the “**Additional Nominee**”), and subject to the Director Eligibility Criteria, the CVGR Board shall appoint the Additional Nominee to the CVGR Board. Unless otherwise determined by the Seller, in the Seller’s sole discretion, the Seller wishes to designate Karl Wirtz as the Additional Nominee for appointment to the CVGR Board.
- (c) In the event that either the Initial Nominee or the Additional Nominee shall cease to serve as a director of the Purchaser, whether due to such Board Designee death, disability, resignation or removal, the Purchaser shall cause the CVGR Board to appoint a replacement Board Designee designated by the Seller in accordance with this Agreement to fill the vacancy created by such death, disability, resignation or removal, provided that such Board Designee satisfies the Director Eligibility Criteria. As long as the Seller is a shareholder of the Purchaser, the Seller shall be entitled to nominate the Initial Nominee and the Additional Nominee.

ARTICLE VIII. TAX MATTERS

The Parties shall reasonably cooperate with each other and with each other’s Representatives, in connection with the preparation and filing of any Tax Returns relating to the transactions contemplated hereunder.

Further each Party shall provide to the other reasonable access to the books and records in such Party's possession in connection with the preparation and filing of such Tax Returns. Any information or documents provided under this Article VIII shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of such Tax Returns or in connection with any Proceedings relating to Taxes.

ARTICLE IX. INDEMNIFICATION

Section 9.1 Indemnification of Purchaser

The Seller shall indemnify, and hold harmless, Purchaser against any Purchaser's Damages (as hereinafter defined). "**Purchaser's Damages**", as used herein, shall include any claims, actions, demands, Losses, costs, expenses, liabilities, penalties, and damages, including counsel fees incurred in attempting to avoid the same or oppose the imposition thereof, resulting to Purchaser from: (a) any inaccurate representation or warranty made by the Seller in this Agreement or in any certificate or document delivered in connection herewith; (b) a breach or default in the performance by the Seller of any of the covenants to be performed by it hereunder; (c) any debts, liabilities, or obligations of the Seller, whether accrued, absolute, contingent, or otherwise, due or to become due which are attributable to the operation of the Business prior to the Closing or which are not being assumed by Purchaser hereunder including but not limited to the Excluded Liabilities; or (d) the imposition of any Taxes arising out of, resulting from, or relating to the Seller's sale of the Purchased Assets hereunder or operation of the Business prior to the Effective Date.

The Purchaser's rights to indemnification under this Section 9.1 shall apply notwithstanding any inspection or inquiries made by or on behalf of the Purchaser, or any knowledge acquired or capable of being acquired by the Purchaser or facts actually known to the Purchaser. The waiver of any condition based upon the accuracy of any representation and warranty or the performance of any covenant shall not affect the right to indemnification, reimbursement or other remedy based upon such representation, warranty or covenant.

Section 9.2 Indemnification of Seller

Purchaser shall indemnify, and hold harmless, the Seller at all times from and after the Effective Date (but subject to the Closing), against any Seller's Damages (as hereinafter defined). "**Seller's Damages**", as used herein, shall include any claims, actions, demands, Losses, costs, expenses, liabilities, penalties, and damages, including counsel fees incurred in attempting to avoid the same or oppose the imposition thereof, resulting to the Seller from: (a) any inaccurate representation or warranty made by Purchaser in this Agreement or in any certificate or document delivered in connection herewith; (b) a breach or default in the performance by Purchaser of any of the covenants to be performed by it hereunder; or (c) any Assumed Liabilities.

Section 9.3 Notice of Claims

If any of the Persons to be indemnified under this Article IX (the "**Indemnified Party**") has suffered or incurred any Loss, the Indemnified Party shall so notify the party from whom indemnification is sought (the "**Indemnifying Party**") promptly in writing, describing such Loss, the amount or estimated amount thereof, if known or reasonably capable of estimation, and the method of computation of such Loss, all with reasonable particularity and containing a reference to the provisions of this Agreement or any other agreement, instrument or certificate delivered pursuant hereto in respect of which such Loss shall have occurred. If any action at Law or suit in equity is instituted by a third party with respect to which the Indemnified Party intends to claim any Liability as a Loss under this Article IX, the Indemnified Party shall promptly notify (the "**Third Party Claim Notice**") the Indemnifying Party of such action or suit and offer to tender to the Indemnifying Party the defense of such action or suit. A failure by the Indemnified Party to

give notice and to offer to tender the defense of the action or suit in a timely manner pursuant to this Section 9.3 shall not limit the obligation of the Indemnifying Party under this Article IX, except to the extent such Indemnifying Party is actually prejudiced thereby.

Section 9.4 Third Party Claims

The Indemnifying Party under this Article IX shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of a Third Party Claim Notice from the Indemnified Party with respect thereto, to assume conduct and control, at the expense of the Indemnifying Party and through counsel of its choosing that is reasonably acceptable to the Indemnified Party, any third party claim, action, suit or proceeding (a “**Third Party Claim**”), provided, however, that the Indemnifying Party shall not be entitled to assume or maintain control of the defense of such Third Party Claim and shall pay the fees and expenses of counsel retained by the Indemnified Party that is reasonably acceptable to the Indemnifying Party if (i) such Third Party Claim relates to or arises in connection with any criminal Legal Proceeding; (ii) such Third Party Claim seeks an injunction or equitable relief against the Indemnified Party or any of its Affiliates; (iii) the Indemnified Party reasonably concludes, based on the advice of counsel, that there is an irreconcilable conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of such defense; or (iv) after assuming control of such defense, the Indemnifying Party withdraws from such defense or fails to diligently pursue and maintain such defense.

If the Indemnifying Party is controlling the defense of a Third Party Claim, the Indemnifying Party may compromise or settle the same, provided that the Indemnifying Party shall give the Indemnified Party advance notice of any proposed compromise or settlement and shall not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld), consent to or enter into any compromise or settlement that commits the Indemnified Party to take, or to forbear to take, any action or does not provide for a full and complete written release by the applicable third party of the Indemnified Party. No Indemnified Party may compromise or settle any Third Party Claim for which it is seeking indemnification hereunder without the consent of the Indemnifying Party (which consent shall not be unreasonably withheld). No Indemnifying Party may consent to the entry of any judgment that does not relate solely to monetary damages arising from any such Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld). The Indemnifying Party shall permit the Indemnified Party to participate in, but not control, the defense of any such action or suit through counsel chosen by the Indemnified Party, provided that the fees and expenses of such counsel shall be borne by the Indemnified Party. If the Indemnifying Party elects not to control or conduct the defense of a Third Party Claim, the Indemnifying Party nevertheless shall have the right to participate in the defense of any Third Party Claim and, at its own expense, to employ counsel of its own choosing for such purpose.

The Parties hereto shall cooperate in the defense of any Third Party Claim, with such cooperation to include (i) the retention and the provision of the Indemnifying Party records and information that are reasonably relevant to such Third Party Claim; and (ii) reasonable access to employees on a mutually convenient basis for providing additional information and explanation of any material provided hereunder.

Section 9.5 Survival

Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is two years from the Effective Date; provided, that the representations and warranties in (a) Section 3.1(a) (Corporate Organization), Section 3.1(b) (Corporate Authority), Section 3.1(c) (Title to Purchased Assets; Completeness of Transfer; Condition of Purchased Assets), Section 4.1(a) (Organization), Section 4.1(b) (Authority) and shall survive indefinitely; and (b) Section 3.1(q) shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus sixty

(60) days. All covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

ARTICLE X. TERMINATION

Section 10.1 Termination

This Agreement may be terminated at any time prior to Closing:

- (a) By mutual written consent of the Parties;
- (b) By the Purchaser on the one hand, or the Seller, on the other hand, if there has been a material misrepresentation or breach of covenant or agreement contained in this Agreement on the part of the other Party and such breach of a covenant or agreement has not been promptly cured after at least fourteen (14) days' written notice is given;
- (c) By the Purchaser if any of the conditions set forth in Section 6.1 shall not have been satisfied before the Closing Deadline or in the circumstances set out in Section 11.2; or
- (d) By the Seller if any of the conditions set forth in Section 6.2 shall not have been satisfied before the Closing Deadline.

Section 10.2 Effect of Termination

If this Agreement is terminated pursuant to this Article X, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement as of the date of such termination and this Agreement shall become void and have no further force or effect, except that Section 5.3 (Expenses), this Section 10.2, Section 11.1 (Confidentiality), Article IX (Indemnification) and Article XI (Miscellaneous) shall survive any such termination and shall continue to be enforceable hereunder; provided, however, that in no event shall termination relieve any Party in default or breach of this Agreement prior to such termination from any liability for damages incurred by another Party as a result of such default or breach.

ARTICLE XI. MISCELLANEOUS

Section 11.1 Confidentiality

Each Party agrees to keep confidential the terms of this Agreement and the negotiations regarding the Agreement and all information and documents obtained in the course of any due diligence review conducted by each Party ("**Confidential Information**") and shall not disclose the Confidential Information to any Person except:

- (a) to the Representatives of a Party or regulatory authorities or other Persons from whom any approvals or consents are required, provided that such disclosure is not intended for broad dissemination to the public;

- (b) as required by the policies of the CSE or any Laws or regulations applicable to the Seller or Purchaser;
- (c) if the information is generally and publicly available other than as a result of a breach of confidence; or
- (d) as may otherwise be required by law or for the purpose of enforcing the provisions hereof or of any agreement contemplated hereby.

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that Persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in this Section 11.1.

The obligations of confidentiality and non-disclosure set forth in this Section 11.1 shall survive the termination of this Agreement and shall survive indefinitely but shall not apply to any information in the public domain or that is received by either Party from a third party.

Section 11.2 Risk of Loss

From the date of this Agreement until and including the date of the Closing, the Purchased Assets shall be and remain at the risk of the Seller. If any of the Purchased Assets are lost, damaged or destroyed before the date of the Closing, Purchaser may terminate this Agreement without any further liability or, in lieu of terminating this Agreement, elect by notice in writing to the Seller to complete the purchase to the extent possible with a reduction of the Purchase Price to be agreed by the Parties.

Section 11.3 Consent to Amendments

This Agreement may be amended or modified, and any provisions of this Agreement may be waived, in each case upon the approval, in writing, executed by, each of the Parties. No other course of dealing between the Parties or any delay in exercising any rights pursuant to this Agreement shall operate as a waiver of any rights of any Party.

Section 11.4 Entire Agreement

This Agreement and the other Transaction Documents constitute the entire agreement among the Parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings among them with respect to such matters.

Section 11.5 Successors and Assigns

Except as otherwise expressly provided in this Agreement, all covenants and agreements set forth in this Agreement by or on behalf of the Parties shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties, whether also expressed or not, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either Party without the prior written consent of the other Party, as applicable. Any attempted assignment without such consent shall be null and void.

Section 11.6 Mediation, Arbitration and Governing Law

In the event of a dispute between any of the Parties arising under or relating in any way whatsoever to this Agreement, the disputing Parties shall attempt to resolve it through good faith negotiation. If the dispute is not resolved through such negotiation, then the disputing Parties shall attempt to resolve it through mediation in the Province of Ontario, with a neutral, third-party mediator mutually agreed upon by the

disputing Parties. Unless otherwise agreed by the disputing Parties, the costs of mediation shall be shared equally. If the dispute is not resolved through mediation, then upon written demand by one of the disputing Parties it shall be referred to a mutually agreeable arbitrator. The arbitration process shall be conducted in accordance with the laws of the Province of Ontario. All remedies, legal and equitable, available in court shall also be available in arbitration. The arbitrator's decision shall be final and binding, and judgement may be entered thereon in a court of competent jurisdiction. This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Ontario, without regard to conflict of law principles thereof. In any dispute arising out of or relating in anyway whatsoever to this Agreement, including arbitration, the substantially prevailing Party shall be entitled to recover its costs and attorney fees from the other disputing Parties.

Section 11.7 No Additional Representations

Purchaser acknowledges and agrees that neither the Seller nor any of their Representatives, have made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Business or the Purchased Assets, except as expressly set forth in this Agreement. Purchaser further agrees that neither the Seller nor any of its direct or indirect Representatives (or any of their directors, officers, employees, members, managers, partners, agents or otherwise), will have to be subject to any liability to Purchaser resulting from the distribution to Purchaser, or Purchaser's use of, any such information, or any information, document or material made available to Purchaser or its Representatives in certain "data rooms" and online "data sites," management presentations, management interviews, or any other form in expectation or anticipation of the transactions contemplated by this Agreement.

Section 11.8 Notices

All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given if delivered by hand, mailed by registered mail or certified mail, return receipt requested, or by a nationally recognized overnight courier, or sent by electronic transmission by e-mail, to the appropriate Party at the following address (or such other address for a Party as shall be specified by notice pursuant hereto), and such notice shall be deemed to have been given and received, if delivered or mailed by registered or certified mail, when delivered to such address, and if e-mailed, on the next Business Day after the transmission of same:

- (a) If to the Seller, to:

Don Robinson, President and CEO
Infusion Works Inc.
Unit 6 - 2110 William's Parkway East
Brampton, ON L6S 5X6
E-mail: donrobinson7@hotmail.com

With copy to:

Adel Fortin
White Coad LLP
408 Dundas St.
Woodstock, ON N4S 1B9
Email: afortin@whitecoad.com

- (b) If to Purchaser, to:

Rob Fia, CEO

City View Green Holdings Inc.
132-1173 Dundas St. East
Toronto, ON M4M 3P1
E-mail: rob@cityviewgreen.ca

With copy to:

Dennis Peterson
Peterson McVicar LLP
18 King St. E., Suite 902
Toronto, ON M5C 1C4
E-mail: dhp@petelaw.com

Section 11.9 Counterparts

The Parties may execute (by electronic communication, facsimile or otherwise) this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 11.10 No Third-Party Beneficiaries

Except as otherwise expressly provided in this Agreement, no Person which is not a Party shall have any right or obligation pursuant to this Agreement.

Section 11.11 No Strict Construction

Each Party acknowledges that this Agreement has been prepared jointly by the Parties and shall not be strictly construed against any Party.

Section 11.12 Plain Meaning

Each Party hereto, together with its respective legal counsel, has reviewed this Agreement and negotiated the terms hereof, and agrees that each provision hereof is to be given its plain meaning. Each Party agrees that if any issue arises as to the meaning or construction of any word, phrase or provision hereof, that no Party shall be entitled to the benefit of the principles of the construction and interpretation of contracts of written instruments that provide that any ambiguity is to be construed in favor of the Party who did not draft the disputed word, phrase or provision.

Section 11.13 Entire Agreement; Binding Effect

This Agreement, the other Transaction Documents, and the other documents to be delivered pursuant to this Agreement, contain the entire understanding of the Parties with respect to the subject matter contained herein and supersede all other prior agreements, understandings and undertakings, both written and oral, among the Parties with respect to the subject matter hereof. All the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, and be binding upon, the Seller and the Purchaser and their respective successors and permitted assigns.

Section 11.14 Headings

The headings used in this Agreement are for the purpose of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

[THE EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement on the day and year first written above.

INFUSION WORKS INC.

per: "Don Robinson"
Name: Don Robinson
Title: President & CEO

CITY VIEW GREEN HOLDINGS INC.

per: "Rob Fia"
Name: Rob Fia
Title: President & CEO

**EXHIBIT A
ASSUMED CONTRACTS**

I. Contracted Customer List

■ [REDACTED]

II. Potential Customer List

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

Redactions:
Commercially
sensitive
information.

**EXHIBIT B
ASSUMED LIABILITIES**

Nil.

**EXHIBIT C
BUSINESS INTELLECTUAL PROPERTY**

Redactions:
Commercially
sensitive
information.

| | | | |
|------------|------------|------------|------------|
| [REDACTED] | | | |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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|------------|------------|------------|------------|------------|
| [REDACTED] | | | | |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

EXHIBIT D
BUSINESS REGULATORY APPROVALS

Redactions:
Commercially
sensitive
information.



EXHIBIT E
EXCLUDED LIABILITIES

Product Liability. All liabilities or obligations with respect to products designed, manufactured or sold by the Seller prior to the Effective Date, without regard to (i) the basis of the theory of the claim (negligence, strict tort, breach of express or implied warranty, fraud or failure to warn, test, inspect or instruct or otherwise); (ii) the nature of the damages sought (property, damage, economic loss, personal injury, wrongful death or other); or (iii) whether the claim arose or is asserted before or after the Closing;

Shortages. All liabilities or obligations of the Seller to customers or third parties with respect to shortages or defects in goods delivered to customers or in transit to customers prior to the Effective Date;

Environmental. All liabilities or obligations arising out of or attributable to the Seller's release, generation, treatment, transport, recycling or storage of any hazardous substance or arising out of or attributable to the Seller's arrangements for any of the foregoing;

Claims. All liabilities or obligations of the Seller with respect to any pending, threatened or unasserted litigation, claims, demands, investigations or proceedings;

Breaches. Any liability or obligation, the existence of which is a breach of any representation, warranty or covenant of the Seller in this Agreement;

Taxes. All liabilities or obligations for federal, provincial and local Taxes imposed on the Seller;

Accounts Payable. All accounts payable, current liabilities and accrued expenses of the Business as at the date of the Closing, including accounts payable and accrued expenses, and/or amounts owed to suppliers as of the date of the Closing, all of which accounts payable or accrued expenses shall remain the sole responsibility of the Seller. These expenses may however be reimbursable to the Seller by the Purchaser at the discretion of Purchaser;

Transaction Costs. Any liability for costs and expenses of the Seller in connection with this Agreement or any transactions contemplated hereby;

Returns, Refunds, Rebates. Any liability of the Seller or the Business relating to returns, refunds or rebates on Purchased Products sold on or prior to the Effective Date.

**EXHIBIT G
PURCHASE PRICE ALLOCATION**

Redactions:
Commercially
sensitive
information.

[Redacted]

| [Redacted] | [Redacted] |
|------------|------------|
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |

* * * * *