

Asset Purchase Agreement

THIS AGREEMENT made as of the 22nd day of March 2021

BETWEEN:

Emergence Global Enterprises Inc., a corporation incorporated under the laws of the Province of British Columbia
(hereinafter called "Purchaser")

OF THE FIRST PART

— and —

J-CAL Investments Inc. a corporation incorporated under the laws of the Province of Alberta (hereinafter called
"Vendor")

OF THE SECOND PART

The Purchaser agrees to purchase from the Vendor the assets as hereinafter described on the following terms and conditions:

1. Purchased Assets: The assets to be sold or assigned to the Purchaser include:
 - a. all assets used by the Vendor in its **Three Feather Farms** division (the "Division") as described in Schedule 1.
 - b. the Vendor's rights in all contracts dealing with the Division, including contracts of employment for persons engaged in work for the Division. The Vendor undertakes to provide to the Purchaser a list of all such contracts and to make available to the Purchaser copies of such contracts; and
 - c. all intellectual property owned or used by the Vendor in connection with the Division, including but not limited to logos, trade-marks, trade-names and the goodwill associated with the name Three Feather Farms.
2. Excluded Assets Excluded from this sale are the following assets of the Vendor:
 - a. any and all receivables owed to the Vendor, including without limiting the generality of the foregoing.
3. Purchase Price The price for the assets shall be 250,000 Common Shares of the Purchaser, subject to the Purchaser Policy on Escrow.
4. Liabilities: The Vendor shall be responsible for all expenses and liabilities associated with the running of the Division up to the closing date. Without limiting the generality of the foregoing, the Vendor shall remain liable for all wages of employees of the Division, including statutory vacation pay and all monies due to players under contract up to the closing date. Thereafter the Purchaser shall be responsible for all costs involved in the operation of the Division, with the exception of any deferred salary payments owed by the Vendor to employees prior to the closing date, and any loans made by the Vendor to employees prior to the closing date, both of which shall remain the sole liability of the Vendor.
5. Employees: there are no employees transferring with the Purchase Agreement.
6. Conditions Precedent to Closing The closing of this transaction is subject to the following conditions precedent:
 - a. the Board of Directors of the Vendor approving the transfer of the Division to the Purchaser from the Vendor;
 - b. the Board of Directors of the Purchaser approving the transaction.

7. Closing: Closing shall occur on March 22, 2021 or another date mutually satisfactory to both Purchaser and Vendor after the fulfillment of all of the aforesaid conditions precedent, which date shall be no more than 10 days after the fulfillment of the last of the aforesaid conditions precedent. On closing, the Vendor will provide all bills of sale and other documents, to transfer to you free and clear title to the assets owned by the Vendor. The Vendor represents that there are no leases involved in this transaction.
8. Access to Records and Confidentiality: After the signing of this agreement and subject to applicable privacy statutes, the Vendor shall afford the Purchaser and the Purchaser's professional advisers, access to the books and records of the Vendor related to the Division. Each of the Vendor and the Purchaser, and our respective servants and professional advisers, are to keep confidential the terms of this agreement, and the books and records of the Vendor. This agreement of confidentiality shall remain binding on the aforesaid parties, whether or not this transaction is consummated. Each party shall be responsible for its own professional fees and other expenses arising in connection with this letter of intent, any approvals, consents or investigations in connection herewith, and the negotiation and completion of this transaction.
9. Termination of this Agreement If this agreement is terminated by either party prior to closing, then the confidentiality obligations set out in paragraph 8 hereof shall continue to be binding on all parties listed therein.
10. THREE FEATHERS FARMS and its subsidiary have no material outstanding indebtedness or liabilities and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any person, other than those specifically identified in the Schedule attached.
11. Any and all representations and warranties shall survive and not merge on the completion of the transaction.
12. Governing Laws This agreement shall be governed and construed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF;

The parties hereto have signed this agreement this 22nd day of March 2021

Emergence Global Enterprises Inc.



Joseph Byrne, President & CEO

J-CAL Investments Inc.


Rick Purdy (Mar 22, 2021 09:53 MDT)

Rick Purdy

J-CAL Investments Inc.


SResta (Mar 22, 2021 12:40 MDT)

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SCHEDULE 1

1. www.threefeather.com
2. Facebook Threefeather Farms
Iloveechinacea Facebook group
3. Paladin Equine Brand
4. Paladinequine.com
5. Brands Three Feather Farms

NPNs list

6. Main Echinacea NPN 80021450
7. Hand sanitizer NPN 80101647

8. 850 Litres of alcohol with Health Canada recorded by excise duty for extraction purposes
9. 15 barrels of recycled left over alcohol

Echinacea

10. 11 barrels of powder 35 kg

11. 1 full barrel of glycerine 250kg
12. Empty 1400 bottles 500 ml with caps for Paladin equine
13. Blue large drums tincture
300 litres of high quality paladin
14. 900 litres liquid tincture
Lower quality mix
15. 450 litres liquid tincture
Non concentrated echinacea for mixing non tested
16. 4 skids of ground echinacea and rhodiola root
17. 93 -18L pails of echinacea

THREE FEATHER NATURALS — 1390510

Application number
1390510

Registration number
TMA743396

Type(s)
Word

Category
Trademark

CIPO status
REGISTERED

TM5 status
LIVE/REGISTRATION/Issued and Active



The trademark application has been registered with the Office.

Filed
2008-04-08

Registered
2009-07-10

Registration Expiry Date
2024-07-10

Registrant
Three Feather Naturals Ltd.
52355 Range Road 212
Sherwood Park ALBERTA
T8A 1A8

Agent
NATHAN WOODRUFF 200 -
10328 81 Avenue NW
Edmonton ALBERTA T6E1X2

Index headings
THREE FEATHER NATURALS

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Goods
(1) Echinacea root extract.

Services
(1) Wholesale sales of echinacea root extract.

Classification data
Disclaimer

The classification data is provided for information and searching purposes only. CIPO does not warrant the accuracy of the classes assigned to the trademark. This data has no legal value of any kind.

5 - Pharmaceuticals and herbicides
35 - Advertising, marketing, promotional and business

Claims
Declaration of Use filed July 10, 2009

Action History

Action	Action date	Due date	Comments
Filed	2008-04-08		
Created	2008-04-09		
Formalized	2008-04-10		
Search Recorded	2008-11-17		
Approval Notice Sent	2008-11-17	2008-12-15	
Approved	2009-01-08		APPROVED BY PROGRAM EX200M1
Advertised	2009-01-14		Vol.56 Issue 2829
Allowed	2009-05-01		
Allowance Notice Sent	2009-05-01	2011-04-08	
Registered	2009-07-10	2024-07-10	
Rep For Service Changed	2011-09-20		From: 5984 To: 16337

regularly.

TFN Rhodiola Rosea (NPN 80047373)

TFN Rhodiola Rosea Glycerin (NPN 80047376)

Vigilant (NPN 80047563)

TFN Echinacea/Szechwan Alcohol (Submission Number: 523206)

TFN Echinacea/Szechwan Glycerin (Submission Number: 523209)

TFN Echinacea/Rhodiola Alcohol (Submission Number: 523502)

TFN Echinacea/Rhodiola Glycerin (Submission Number: 523646)

To aid in this transition, we have included part 1 of the Product License
indicating Rick Purdy and Thr