
SHARE PURCHASE AGREEMENT

DATED AS OF AUGUST 31, 2022

AMONG

WOODSTOCK BIOMED INC.

AND

LEVIATHAN NATURAL PRODUCTS INC.

AND

MEDICAL SAINTS LTD.

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 31st day of August, 2022

AMONG:

LEVIATHAN NATURAL PRODUCTS INC.

(the “**Vendor**”)

-and-

MEDICAL SAINTS LTD., a corporation incorporated under the federal laws of Canada

(the “**Purchaser**”)

-and-

WOODSTOCK BIOMED INC., a corporation incorporated under the laws of the Province of Ontario

(the “**Corporation**”)

RECITALS

A. The Vendor owns (legally and beneficially) 100 Common shares in the capital of the Corporation (the “**Vendor’s Shares**”) which constitute 100% of the total issued and outstanding shares in the capital of the Corporation.

B. The Vendor wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendor, the Vendor’s Shares (the “**Purchased Shares**”) on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Certain Definitions. For purposes of this Agreement, the terms set out below shall have the meanings ascribed to them in this Section 1.1, and all other capitalized terms shall have the meaning ascribed to them in this Agreement:

“**Affiliate**” means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“**Business Day**” means any day of the year other than a Saturday or a Sunday on which banking institutions in Toronto, Ontario are open to the public for conducting business and are not required or authorized to close.

“**Closing Date**” means August 31st, 2022, or such other day as the Parties may agree.

“**Closing Time**” shall mean 11:59 P.M. on the Closing Date;

“**Effective Time**” means 11:59 P.M. on the Closing Date;

“**Governmental Body**” means any government or governmental or regulatory body thereof whether federal, state, local, or provincial, or any agency, instrumentality or authority thereof, or any court or any body of the foregoing.

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

“**Law**” means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, Order, or other requirement or rule of law of any Governmental Body.

“**Legal Proceeding**” means any judicial, administrative or arbitral actions, suits, mediation, investigation, inquiry, proceedings or claims (including counterclaims) by or before a Governmental Body.

“**Liens**” means any lien, pledge, mortgage, deed of trust, security interest, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement (other than transfer restrictions set out in the constating documents or a unanimous shareholders agreement of any private corporation, including the Corporation), encumbrance or any other restriction or limitation whatsoever.

“**Loss**” means any loss, liability, obligation, deficiency, demand, judgment, damage (including incidental and consequential damages), tax, interest, fine, penalty, claim, suit, actions, cause of action, assessment, award, costs and expenses (including reasonable legal fees), or any diminution in value, whether or not involving a third party claim (collectively the “**Losses**”).

“**Order**” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

“**Mortgages**” means collectively: (i) the mortgage/charge on the Real Property registered in favour of 801Assets Inc. as instrument number SN667017 on March 29, 2021 in the principal amount of \$1,750,000.00 (and as at the Closing Date, \$2,388,152.91 in the aggregate); and (ii) the mortgage /charge registered in favour of PADA Enterprises Inc. as instrument number SN544084 on February 26, 2018 in the principal amount of \$1,750,000.00 (and as at the Closing Date, \$2,313,813.64 in the aggregate).

“**Mortgagees**” means the mortgagees in respect of the Mortgages being 801 ASSETS INC., and PADA ENTERPRISES INC., and “Mortgagee” means any one of the Mortgagees.

“**Parties**” means each of the signatories to this Agreement, and “Party” means any one of them.

“**Person**” means any individual, corporation, limited liability corporation, partnership, firm, joint venture, association, joint-stock corporation, trust, unincorporated organization, Governmental Body or other entity.

“**Purchased Shares**” means all of the shares in the capital of the Corporation owned (legally and beneficially) by the Vendor, being, for greater certainty, 100 Common shares, which shares constitute 100% of the issued and outstanding shares in the capital of the Corporation.

“**Purchase Price**” has the meaning ascribed to it in Section 2.2.

“**Real Property**” means the real property municipally known as 770 Foss Rd., Pelham, Ontario and legally described as PT LT 15 CON 11 PELHAM AS IN BB86405 & PT 1 59R2879; S/T PE15930; S/T EASEMENT AS IN SN151409; TOWN OF PELHAM, registered in the name of the Corporation by instrument SN544082, a copy of which is attached at Schedule “A” hereto.

“**Securities Laws**” means the statutes, regulations and policies applicable to the trading of securities in any province or territory of Canada including applicable rules, policy statements and blanket rulings and orders promulgated by Canadian securities regulatory authorities;

1.2 Currency. All references to “\$” or dollar amounts mean lawful currency of Canada.

1.3 Certain Rules of Interpretation. In this Agreement:

(a) the division into Articles and Sections and the insertion of headings and the Table of Contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement;

(b) the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular portion of this Agreement; and

(c) unless specified otherwise or the context otherwise requires:

(i) references to any Article, Section, Appendix or Schedule are references to the Article or Section of, Appendix or Schedule to, this Agreement;

(ii) “including” or “includes” means “including (or includes) but is not limited to” and is not to be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it;

(iii) “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”;

(iv) references to a Person includes its heirs, administrators, executors, legal representatives, successors and permitted assigns;

(v) references in this Agreement to this Agreement, or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and includes all schedules to it;

(vi) references to any legislation, statutory instrument or regulation or a Section thereof are references to the legislation, statutory instrument, regulation or Section as of the date of this Agreement; and

(vii) words in the singular include the plural and vice-versa and words in one gender include all genders.

1.4 Computation of Time. In this Agreement, unless specified otherwise or the context otherwise requires (a) a reference to a period of days is deemed to begin on the first day after the event that started the period and to end at 5:00 p.m. on the last day of the period, but if the last day of the period does not fall on a Business Day, the period ends at 5:00 p.m. on the next succeeding Business Day; (b) all references to specific dates mean 11:59 p.m. on the dates; and (c) with respect to the calculation of any period of time, references to “from” mean “from and excluding” and references to “to” or “until” mean “to and including”.

1.5 Performance on Business Days. If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, the action is valid if taken on or by the next succeeding Business Day, unless otherwise set out in this Agreement.

1.6 Schedules. The Schedules attached to this Agreement form part of this Agreement.

ARTICLE II

ACQUISITION OF SHARES AND THE PURCHASE PRICE

2.1 Purchase of Shares. Upon the terms and subject to the conditions contained herein, the Vendor agrees to sell to Purchaser the Purchased Shares as of the Effective Time on the Closing Date free and clear of any and all Liens, and the Purchaser agrees to acquire from the Vendor the Purchased Shares as of the Effective Time on the Closing Date.

2.2 Purchase Price. The total consideration for the Purchased Shares shall be \$5,000,000 (the "**Purchase Price**").

2.3 Payment of the Purchase Price. In full satisfaction of the Purchase Price, the Purchaser shall pay to the Vendor on the Closing Date the Purchase Price less the remaining balance of the Mortgages, which for avoidance of doubt shall be a cash payment of \$298,033.45 by: (a) wire transfer to a bank account of the Vendor; or (b) by delivery of a certified cheque payable to or to the order of the Vendor.

ARTICLE III

CLOSING

3.1 Closing. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the Closing Time on the Closing Date. The Closing shall be held electronically among the Parties and their respective counsel. The Closing will be deemed to be effective as of the Effective Time on the Closing Date for all purposes. Each Party will deliver its closing deliveries to the other Party as set forth in Sections 3.2, 3.3 and 3.4 respectively, in escrow prior to the Closing Time.

3.2 Vendor Deliveries. On, or prior to, the Closing Date each Vendor shall deliver, or cause to be delivered, to the Purchaser:

- (a) a counterpart of this Agreement, duly executed by the Vendor;
- (b) copies of resolutions, as to the authorization by the board of directors of the Vendor, approving the sale and transfer of the Purchased Shares from the Vendor to the Purchaser, in accordance with the terms of this Agreement;
- (c) forms of share transfer in respect of the Purchased Shares owned by the Vendor in favour of the Purchaser duly executed by the Vendor;
- (d) such other documents as the Purchaser shall reasonably request.

3.3 Purchaser Deliveries. On or prior to the Closing Date, the Purchaser shall deliver, or cause to be delivered, to the Vendor:

- (a) copies of resolutions, as to the authorization by the board of directors of the Purchaser to enter into this Agreement and all of the transactions applicable to the Purchaser contemplated hereby;
- (b) a counterpart of this Agreement duly executed by the Purchaser;
- (c) payment of the Purchase Price pursuant to Section 2.3.

3.4 Corporation Deliveries. On or prior to the Closing Date, the Corporation shall deliver or cause to be delivered, to each of the Purchaser and the Vendor:

(a) copies of resolutions, as to the authorization by the board of directors of the Corporation, approving the sale and transfer of the Purchased Shares from the Vendor to the Purchaser in accordance with the terms of this Agreement;

(b) a counterpart of this Agreement duly executed by the Corporation.

3.5 Purchaser's Conditions to Closing. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions on or prior to the Closing Date, or a date specified below, failing which the Purchaser may terminate this Agreement at its sole discretion, unless such conditions are waived in writing by the Purchaser:

(a) the representations and warranties of the Vendor contained in this Agreement or in any Vendor Documents delivered in order to carry out the transactions contemplated hereby shall be true and accurate in all respects as of the Closing Date;

(b) the Vendor shall have complied in all respects with all covenants and agreements herein agreed to be performed or caused to be performed by them at or prior to such Closing Date; and

(c) the Vendor and the Corporation shall have delivered all items to be delivered under Section 3.2 and Section 3.4, respectively.

3.6 Vendor' Conditions to Closing. The obligation of the Vendor to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions on or prior to the Closing Date, failing which the Vendor may terminate this Agreement at their sole discretion:

(a) for the sole and exclusive benefit of the Vendor, Closing shall be conditional upon this Agreement having been duly approved with the requisite votes of a special resolution of the shareholders of the Vendor.

(b) the representations and warranties of the Purchaser contained in this Agreement or in any documents delivered in order to carry out the transactions contemplated hereby shall be true and accurate in all respects as of the Closing Date;

(c) the Purchaser shall have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it at or prior to the Closing Date;

(d) the Purchaser and the Corporation shall have delivered all items required to be delivered as of the Closing Date, under Section 3.3 and Section 3.4, respectively.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the purchase by the Purchaser of the Purchased Shares:

4.1 Authorization of Agreement. the Vendor has legal capacity to execute and deliver this Agreement and each other agreement, document, or instrument or certificate contemplated to be delivered by such Vendor by this Agreement in connection with the consummation of the transactions contemplated by this Agreement (the “**Vendor Documents**”), and to consummate the transactions contemplated hereby and thereby, subject to the Vendor’s conditions set out in Section 3.6. Provided that this Agreement has been approved by the requisite vote at a special meeting of the Vendor’s shareholders, this Agreement will have been, and each of the Vendor Documents will be at or prior to the applicable Closing Date, duly and validly executed and delivered by the Vendor (assuming due authorization, execution and delivery by the other parties hereto and thereto) and this Agreement constitutes, and each of the Vendor Documents when so executed and delivered will constitute, legal, valid and binding obligations of each Vendor enforceable against it in accordance with its terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court.

4.2 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by the Vendor of this Agreement or the Vendor Documents and the consummation of the transactions contemplated hereby or thereby, or compliance by either Vendor with any of the provisions hereof or thereof will result in the creation of any Liens upon the Purchased Shares.

(b) Except as may be required under applicable Securities Laws and the rules and policies of the Canadian Securities Exchange, no consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person (other than the Corporation) or Governmental Body is required on the part of either Vendor in connection with the execution and delivery of this Agreement, the Vendor Documents, the compliance by either Vendor with any of the provisions hereof, or the consummation of the transactions contemplated hereby.

4.3 Litigation. There is no Legal Proceeding pending or, to the knowledge of the Vendor, threatened against the Vendor or to which the Vendor is otherwise a party relating to the Purchased Shares, this Agreement, the Vendor Documents or the transactions contemplated hereby or thereby.

4.4 Ownership and Transfer of Purchased Shares. The Vendor is the registered and beneficial owner of the Purchased Shares free and clear of any and all Liens. The Vendor has the power and authority to sell, transfer, assign and deliver the Purchased Shares as provided in this Agreement, and such delivery will convey to Purchaser good and marketable title to the Purchased Shares, free and clear of any and all Liens.

4.5 No Other Purchase Agreement. Other than the rights of the Purchaser pursuant to this Agreement, no Person has any agreement, option or any other right (whether by law or contractual) for the purchase of the Purchased Shares from the Vendor.

4.6 Residence of Vendor. The Vendor is not a non-resident of Canada for purposes of the ITA.

4.7 All or Substantially All. The interest of Vendor in and to the Purchased Shares does not constitute all or substantially all of the aggregate fair market value of the assets of the Vendor.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Vendor that:

5.1 Organization and Good Standing.

(a) Purchaser is a corporation incorporated, existing and in good standing under the federal laws of Canada and has all requisite corporate power and authority to own, lease and operate properties and carry on its business.

(b) The Purchaser is duly qualified or authorized to do business in and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not adversely affect the Purchaser in any material way.

5.2 Authorization of Agreement. The Purchaser has all corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by such Purchaser in connection with the transactions contemplated hereby (the "**Purchaser Documents**"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Purchaser of this Agreement and each of the Purchaser Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on behalf of such Purchaser. This Agreement has been, and each of the Purchaser Documents will be at or prior to the Closing Date, duly executed and delivered by the Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its respective terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court.

5.3 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by the Purchaser of this Agreement and of the Purchaser Documents, the consummation of the transactions contemplated hereby or thereby, or the compliance by the Purchaser with any of the provisions hereof or thereof will conflict with, or result in a violation, breach or default (with or without notice or lapse of time, or both) under any provision of (i) the respective articles of incorporation or bylaws of the Purchaser (ii) any contract to which Purchaser is a party or by which any of the properties or assets of the Purchaser is bound; (iii) any Order applicable to the Purchaser or by which any of the properties or assets of the Purchaser is bound; or (iv) any applicable Law.

(b) No consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person (other than the Corporation) or Governmental Body is required on the part of the Purchaser in connection with the execution and delivery of this Agreement or the Purchaser Documents, the compliance by the Purchaser with any of the provisions hereof, or the consummation of the transactions contemplated hereby.

5.4 Litigation. There is no Legal Proceeding pending or, to the knowledge of the Purchaser, threatened against the Purchaser or to which the Purchaser is otherwise a party relating to the Purchased Shares, this Agreement, the Purchaser Documents or the transactions contemplated hereby or thereby.

5.5 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF WOODSTOCK BIOMED INC.

The Corporation hereby represents and warrants to the Purchaser and the Vendor that:

6.1 Organization and Good Standing.

(a) The Corporation is a corporation incorporated, existing and in good standing under the laws of Ontario and has all requisite corporate power and authority to own, lease and operate properties and carry on its business.

(b) The Corporation is duly qualified or authorized to do business in and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not adversely affect the Corporation in any material way.

6.2 Authorization of Agreement. The Corporation has all corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Corporation in connection with the transactions contemplated hereby (the “**Corporation Documents**”), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Corporation of this Agreement

and each of the Corporation Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on behalf of the Corporation. This Agreement has been, and each of the Corporation Documents will be at or prior to the Closing Date), duly executed and delivered by the Corporation and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Corporation Document when so executed and delivered will constitute, the legal, valid and binding obligation of the Corporation, enforceable against it in accordance with its respective terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court.

6.3 Litigation. There is no Legal Proceeding pending or, to the knowledge of the Corporation, threatened against the Corporation or any of its directors, officers, shareholders, or employees, or to which the Corporation or any of its directors, officers, shareholders, or employees is otherwise a party.

ARTICLE VII

COVENANTS

7.1 Confidentiality. Subject to Section 7.2, and except as may be required under applicable Securities Laws and the rules and policies of the Canadian Securities Exchange, from and after the date of this Agreement, the Parties shall and shall cause each of their respective officers, directors, employees and representatives to keep confidential the terms of this Agreement, except to the extent that such disclosure is compelled by or pursuant to any Order, disclosed to a professional advisor with a need to know, or disclosed pursuant to applicable Securities Laws or the rules or policies of the Canadian Securities Exchange.

7.2 Announcements. Except as may be required under applicable Securities Laws and the rules and policies of the Canadian Securities Exchange, none of the Parties shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party.

7.2 Purchaser's Indemnification of the Vendor. From and after Closing, the Purchaser shall vote its shares and take all other necessary actions within its control so as to ensure the Corporation indemnifies and holds harmless the Vendor for any Losses and Orders incurred or made against the Corporation in respect of events that occurred during any period of time prior to the Effective Time. Notwithstanding anything to the contrary in this Agreement, the Purchaser agrees to bound by the terms of the Mortgages.

7.3 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE VIII
SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

8.1 Survival of Representations and Warranties. Subject to the limitations and other provisions of this Agreement, the representations and warranties of the Parties contained in this Agreement shall survive the Closing and shall continue in full force and effect for a period of twenty-four (24) months from the Closing Date; provided, however, that the representations and warranties set forth in 4.1 (Authorization of Agreement), 4.5 (Ownership and Transfer of Shares), 5.1 (Organization and Good Standing), 5.2 (Authorization of Agreement), and 6.1 (Organization and Good Standing), 6.2 (Authorization of Agreement) and 8.2 (Indemnification) shall survive indefinitely (the “**Survival Periods**”).

8.2 Indemnification.

(a) The Corporation shall indemnify and save harmless the Vendor from and against any and all Losses as a result of or arising in connection with:

- (i) Mortgages of the Corporation;
- (ii) any inaccuracy of or any breach of any representation or warranty made by the Corporation in this Agreement;
- (iii) to the extent not performed or waived prior to Closing any breach or non-performance by the Corporation of any covenant or other obligation contained in this Agreement or the Corporation Documents;

(b) The Purchaser shall indemnify and save harmless the Vendor from, and shall on behalf of the Vendor pay the amount of any and all Losses as a result of or arising in connection with:

- (i) Mortgages of the Corporation;
- (ii) any inaccuracy of or any breach of any representation or warranty made by the Purchaser in this Agreement;
- (iii) to the extent not performed or waived prior to Closing any breach or non-performance by Purchaser of any covenant or other obligation contained in this Agreement or the Purchaser Documents;

ARTICLE IX

MISCELLANEOUS

9.1 Expenses. Each Party shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

9.2 Submission to Jurisdiction; Consent to Service of Process

(a) The Parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario sitting in Toronto, Ontario over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The Parties hereto hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the Parties hereto hereby consents to process being served by any Party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.5.

9.3 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules hereto), the Vendor Documents, the Purchaser Documents and the Corporation Documents represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought; provided however, that this Agreement can be amended upon the written agreement of the Parties. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

9.4 Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the consummation of any of the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable to contracts made and performed in such province (excluding any conflict of laws rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction) .

9.5 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission), (iii) when sent by electronic mail (with hard copy to follow) during a Business Day (or on the

next Business Day if sent after the close of normal business hours or on any non-Business Day), or (iv) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses, emails and facsimile numbers (or to such other address, email or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to: Medical Saints Ltd.

Address: 150 Nantucket Blvd. Unit 1
Scarborough, ON M1P 2P1

Email:

If to Woodstock Biomed Inc.

Address: 15 Burnt Log Crescent
Toronto, ON M9C 2J7

Email:

If to: Leviathan Natural Products Inc.

Attn: Chief Executive Officer
Address: 625 Cochrane Drive
Suite 802, Markham ON L3R 9R9
Email: info@leviathan-naturals.com

with a copy (which shall not constitute notice) to:

Friedman Law Professional Corporation
150 Ferrand Drive
North York, ON M3C 3E5
Email: wf@friedmans.ca & bcf@friedmans.ca
Attention: William Friedman & Bryan Friedman

9.6 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

9.7 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by any of the Parties without the consent of the other Parties.

9.8 Counterparts; Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an “**Electronic Delivery**”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other Parties. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

9.9 No Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

VENDOR:

LEVIATHAN NATURAL PRODUCTS INC.

DocuSigned by:
Lucas Leone
867D61171525450...
By: _____
Name: Lucas Leone
Title: Director

PURCHASER:

MEDICAL SAINTS LTD.

DocuSigned by:
Paul Gri
F951FFF15B3E4B1
By: _____
Name: Paul Gri
Title: Project Manager

CORPORATION:

WOODSTOCK BIOMED INC.

DocuSigned by:
Paul Gri
F951FFF15B3E4B1
By: _____
Name: Paul Gri
Title: Project Manager

Schedule "A"
INSTRUMENT OF TRANSFER

[see attached]

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

Properties

PIN 64029 - 0095 LT *Interest/Estate* Fee Simple
Description PT LT 15 CON 11 PELHAM AS IN BB86405 & PT 1 59R2879; S/T PE15930; S/T
 EASEMENT AS IN SN151409; TOWN OF PELHAM
Address 770 FOSS ROAD
 FENWICK

Consideration

Consideration \$ 3,400,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name 1932312 ONTARIO LIMITED
Address for Service 1050 Heritage Road
 Burlington, Ontario
 L7L 4X9

I, Valerie Fracchioni, President and Ernest Fracchioni, Secretary-Treasurer, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)*Capacity**Share*

Name WOODSTOCK BIOMED INC.
Address for Service 260 Bayview Drive
 Barrie, Ontario L4N 4Y8

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

Signed By

John Michael Dean 1 King Street West, Suite 701 acting for Signed 2018 02 23
 Hamilton
 L8P 1A4
 Transferor(s)
 Tel 9055460393
 Fax 9055276286

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Shida Azari 150 Ferrand Drive #802 acting for Signed 2018 02 23
 Toronto
 M3C 3E5
 Transferee(s)
 Tel 416-496-3340
 Fax 416-497-3809

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

The applicant(s) hereby applies to the Land Registrar.

Submitted By

WILLIAM FRIEDMAN BARRISTER & SOLICITOR 150 Ferrand Drive #802 2018 02 26
Toronto
M3C 3E5
Tel 416-496-3340
Fax 416-497-3809

Fees/Taxes/Payment

Statutory Registration Fee \$63.65
Provincial Land Transfer Tax \$0.00
Total Paid \$63.65

File Number

Transferor Client File Number : 1612-001
Transferee Client File Number : 170883

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64029 - 0095 PT LT 15 CON 11 PELHAM AS IN BB86405 & PT 1 59R2879; S/T PE15930; S/T EASEMENT AS IN SN151409; TOWN OF PELHAM

BY: 1932312 ONTARIO LIMITED

TO: WOODSTOCK BIOMED INC.

%(all PINs)

1. RENNY BIDINOT

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for ____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for WOODSTOCK BIOMED INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of ____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

contains at least one and not more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	3,400,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	3,400,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	3,400,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for the purposes of section 5.0.1 of the Land Transfer Tax Act is required to be provided for this conveyance. The information has been provided as confirmed by A327284.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.
6. Tax has been previously paid upon the registration of a Caution of Agreement of Purchase and Sale as Instrument Number SN539046.

PROPERTY Information Record

- A. Nature of Instrument: Transfer
LRO 59 Registration No. SN544082 Date: 2018/02/26
- B. Property(s): PIN 64029 - 0095 Address 770 FOSS ROAD Assessment 2732010 - 01805100
FENWICK Roll No
- C. Address for Service: 260 Bayview Drive
Barrie, Ontario L4N 4Y8
- D. (i) Last Conveyance(s): PIN 64029 - 0095 Registration No. SN443084
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes No Not known
- E. Tax Statements Prepared By: Shida Azari
150 Ferrand Drive #802
Toronto M3C 3E5