

AGREEMENT TO AMEND PURCHASE AND SALE OF SHARES AGREEMENT

The undersigned (collectively, the "**Parties**") executed a purchase and sale of shares agreement as of October 3, 2018 (the "**Purchase Agreement**"), pursuant to which Blueberries Cannabis Corp. acquired all of the issued and outstanding shares of Blueberries S.A.S. (the "**Acquisition**").

The Parties hereby agree that the Purchase Agreement was unclear as to how consideration flowed for the Acquisition and that the Purchase Agreement shall be amended as shown in the form attached hereto as Exhibit "A" (amendments indicated in blacklines therein). The final Purchase Agreement as amended in accordance with the foregoing is attached hereto as Exhibit "B".

This letter agreement may be executed in counterparts, including counterparts sent by facsimile or in Portable Document Format (.pdf) sent by email transmission, each of which when so executed and delivered shall be deemed to be an original, and which when taken together shall constitute one and the same instrument.

ACCEPTED AND AGREED AS OF THIS 16th DAY OF JANUARY, 2019.

BLUEBERRIES CANNABIS CORP.

Per: _____ [Redacted]
Name: [Redacted]

BLACK SWAN FINANCE CORP.

Per: _____ [Redacted]
Name: [Redacted]

OPTIM HOLDINGS S.A.S.

Per: _____ [Redacted]
Name: [Redacted]

Per: **Andres Castañeda**

"Andres Castañeda" (Signed)
[Redacted] [Identification number]

BLUEBERRIES S.A.S.

Per: _____ [Redacted]
Name: [Redacted]

Per: **Paola Castañeda**

"Paola Castañeda" (Signed)
[Redacted] [Identification number]

Exhibit "A"

Amendments to the Purchase Agreement

See attached.

PURCHASE AND SALE OF SHARES AGREEMENT

THIS AGREEMENT is entered into on the 3rd day of October, 2018,

AMONG:

BLUEBERRIES CANNABIS CORP., a company incorporated pursuant to the *Business Corporations Act* (Ontario) (“**Canco**”)

- and -

BLUEBERRIES S.A.S., a corporation incorporated under the laws of the Republic of Colombia, identified with NIT 900874446-6 (“**Blueberries**”)

- and –

ANDRES CASTANEDA, a Colombian national identified [Redacted] [*Identification Number*], **PAOLA CASTANEDA**, a Colombian national identified [Redacted] [*Identification Number*] (Andres and Paola Castaneda being collectively referred to herein as the “**Shareholders**”)

- and –

BLACK SWAN FINANCE CORP., a company incorporated pursuant to the laws of the British Virgin Islands (the “**Promoter**”)

- and –

OPTIM HOLDINGS S.A.S., a corporation incorporated under the laws of the Republic of Colombia (“**Optim**”).

WHEREAS the Shareholders and Blueberries, on one part and the Promoter and Optim, on the other (jointly the “**Parties**”) have agreed to enter into a joint venture for the development and financing of a project in Colombia for the growth of cannabis and manufacture of cannabis derivative products (the “**Share Purchase Transaction**”) under the binding terms of a letter of intent dated July 10, 2018 (the “**Binding LOI**”);

AND WHEREAS Blueberries has been granted: (i) license N° 0247 from the Colombian Ministry of Justice, dated as of March 15, 2018 to cultivate and grow non-psychoactive cannabis in Colombia to produce grain and seeds for cultivation, manufacture of derivative products and industrial purposes (the “**NP Cultivation License**”), and (ii) license N° ___ from the Colombian Ministry of Health to manufacture, produce, commercialize and export psychoactive and non-psychoactive cannabis derivatives (the “**Manufacture License**”);

AND WHEREAS Blueberries has also applied for a license to cultivate and grow psychoactive cannabis in Colombia (the “**Psychoactive Cultivation Application**”);

AND WHEREAS Blueberries requires financing and technical support for the successful development of a project in Colombia for the growth of cannabis and manufacture of cannabis derivative products, initially located in Cundinamarca, Colombia (the “**Project**”);

AND WHEREAS Blueberries and the Shareholders signed a letter of intent with Optim on June 7, 2018 to assist Blueberries and its Shareholders in a financing and going public transaction (the “**Optim LOI**”);

AND WHEREAS Optim subsequently started negotiations with the Promoter to support and finance Blueberries through a reverse take-over or similar transaction in the Canadian equity market, as well as an equity financing;

AND WHEREAS the Promoter has extensive experience in the financing, promotion and development of projects through the Canadian equity markets;

AND WHEREAS the Promoter has identified CDN MSolar Corp. (“**CDNM**”), a company listed on the Canadian Stock Exchange (the “**CSE**”), as well as financing sources interested in supporting the development of the Project through a reverse take-over or similar transaction in the Canadian equity markets;

AND WHEREAS the Binding LOI contemplated, among other things, that a special purpose vehicle (the “**SPV**”) would be incorporated in the British Virgin Islands for the purpose of effecting the Share Purchase Transaction;

AND WHEREAS the parties hereto have determined that it is easier to effect the RTO Transaction (as defined below) through a Canadian-incorporated corporation and as a result the Promoter has incorporated Canco to act as the SPV, rather than a British Virgin Islands company;

AND WHEREAS the Binding LOI contemplated that the parties may wish to enter into a definitive agreement for the purpose of completing the Share Purchase Transaction, establishing the SPV, and creating the corporate structure for the SPV to complete the RTO Transaction, and intend for this Agreement to serve as that definitive agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants, representations and warranties of the Parties herein contained (the sufficiency of which is acknowledged), the Parties do hereby agree:

1. DEFINITIONS

Whenever used in this Agreement (including the preamble, recitals and each Schedule hereto), the following terms shall have the respective meanings ascribed to them as follows:

“**Agreement**” has the meaning set out in the preamble;

“**Binding LOI**” has the meaning set out in the preamble;

“**Blueberries**” has the meaning set out in the preamble;

“**Blueberries Transaction Shares**” has the meaning set forth in Section 5.2(ii);

“**Canco**” has the meaning set out in the preamble;

“**Canco Board**” has the meaning set forth in Section 7;

“**Cash Consideration**” has the meaning set forth in Section 4(c)(ii);

“**CDNM**” has the meaning set out in the preamble;

“**Closing**” means the completion of all steps necessary for the Share Purchase Transaction;

“**Closing Date**” means date agreed to by the Parties upon which the Closing occurs;

“**Confidential Information**” has the meaning set forth in Section 14;

“**Consideration**” has the meaning set forth in Section 4(c)(ii);

“**Consideration Shares**” has the meaning set forth in Section 4(c)(i);

“**Cosmos Shares**” has the meaning set forth in Section 5.1;

“**CSE**” has the meaning set out in the preamble;

“**Definitive Agreement**” has the meaning set out in the preamble;

“**End Date**” has the meaning set forth in Section 2;

“**Exclusivity Period**” has the meaning set forth in Section 12;

“**Founders’ Shares**” has the meaning set forth in Section 5.1;

“**Manufacture Application**” has the meaning set out in the preamble;

“**NP Cultivation License**” has the meaning set out in the preamble;

“**Optim**” has the meaning set out in the preamble;

“**Optim LOI**” has the meaning set out in the preamble;

~~“**Organizational Shares**” has the meaning set forth in Section 5.1;~~ “**Parties**” has the meaning set out in the preamble;

“**Project**” has the meaning set out in the preamble;

“**Promoter**” has the meaning set out in the preamble;

“**Psychoactive Cultivation Application**” has the meaning set out in the preamble;

“**Resulting Issuer**” means CDNM (or as it may be renamed) immediately upon completion of the RTO Transaction;

“**Resulting Issuer Board**” has the meaning set forth in Section 7;

“**Resulting Issuer Share**” has the meaning set forth in Section 5.2(ii);

“**Resulting Issuer Warrant**” has the meaning set forth in Section 5.2(ii);

“**RTO Completion Date**” means the date upon which the RTO Transaction is completed and CDNM becomes the Resulting Issuer;

“**RTO Transaction**” has the meaning set forth in Section 2;

“**Schedule A**” refers to Inventory of rights and property necessary for Blueberries;

“**Seed Round Shares**” has the meaning set forth in Section 5.2;

~~“**Services Shares**” has the meaning set forth in Section 5.1;~~

“**Share Purchase Transaction**” has the meaning set out in the preamble;

“**Share Transfer**” has the meaning set forth in Section 4(b);

“**SPV**” has the meaning set out in the preamble;

“**Subscription Price**” has the meaning set forth in Section 5.2(ii);

“**Subscription Receipts**” has the meaning set forth in Section 5.2(ii);

“**Unit**” has the meaning set forth in Section 5.2(ii); and

“**Warrant**” has the meaning set forth in Section 5.2(ii).

2. PURPOSE

The purpose of this Agreement is the achievement of the financing and technical support for the joint development of the Project, through a reverse take-over of CDNМ by the shareholders of Canco as announced on September 6, 2018 (the “**RTO Transaction**”), and for this purpose the end date will be the date on which the CSE finally approves the RTO Transaction and it closes (the “**End Date**”).

3. ASSETS/PROPERTY

The Shareholders and Blueberries represent and warrant that as of the date hereof and on Closing Blueberries owns and controls the following assets or properties that will be included in the Project:

- (a) 100% of the shares of Blueberries, a company incorporated in the Republic of Colombia identified with NIT 900874446-6;
- (b) the NP Cultivation License issued by the Ministry of Justice of Colombia and the Manufacture License Issued by the Ministry of Health of Colombia;
- (c) the land known as “El Porvenir”: a three (3) hectare property in Guatavita, Cundinamarca, Colombia, having real estate registration No. 50N-365101;
- (d) the Psychoactive Cultivation Application;
- (e) a collaboration agreement with the National University of Colombia;
- (f) bank seeds — 54 strains;
- (g) greenhouses consisting of:

- (i) a mother plant room of 750 square feet;
- (ii) an experimental R&D center of 2,500 square feet;
- (iii) a production greenhouse of 97,000 square feet; and
- (iv) an irrigation system for the whole land;
- (h) a letter of intent with Canna & Co S.A.S. for the purchase of 2,124 pounds of dry flower;
- (i) a right of use granted for access to river water for 10 years (started in 2016) and a reservoir of 370 cubic meters;
- (j) a two-bedroom container with bathroom;
- (k) a building for employees (approximately 2,500 square feet);
- (l) a broker agreement with Hempson USA;
- (m) a security system for the greenhouses area; and
- (n) tools and equipment.

For the avoidance of doubt, it is understood that all of the above assets are directly related and necessary for the Project and will form part of the business of Blueberries, together with 100% of the shares of Blueberries, sold by the Shareholders to Canco in exchange for the Consideration.

4. PRELIMINARY STRUCTURING AND FUNDING STEPS

The Parties acknowledge that the Binding LOI contemplated the completion of the following steps in order to prepare for the completion of the RTO Transaction, and agree to complete these steps at Closing on the Closing Date:

- (a) Immediately prior to the Share Transfer, Canco shall have ~~1001~~ common ~~shares~~share issued and outstanding, ~~all of which shall be~~ held in the name of ~~the Promotera~~ nominee and which shall be cancelled upon completion of the Share Purchase Transaction;
- (b) The Shareholders will transfer all of the issued and outstanding shares of Blueberries to Canco in exchange for the Consideration (the “**Share Transfer**”);
- (c) Canco shall:
 - (i) issue to the Shareholders, or as they may direct, [Redacted] Canco Shares (the “**Consideration Shares**”) ~~with a deemed value of CAN\$0.05 per share and an aggregate deemed value of [Redacted];~~ and
 - (ii) cause to be paid to the Shareholders [Redacted], of which the Shareholders acknowledge receipt of [Redacted] to date (paid pursuant to section 5 of the Optim

LOI on June 26, 2018), with the remaining balance of [Redacted] to be paid on or before the RTO Completion Date ~~by Cosmos Holding Group~~ (the “Cash Consideration” and, together with the Consideration Shares, the “Consideration”).

5. ~~OTHER ORGANIZATIONAL~~ FOUNDER AND FINANCING SHARE ISSUANCES

5.1 The Parties acknowledge and agree that, in conjunction with, and simultaneously with the Closing, ~~;~~

- (i) an aggregate of ~~18,666,667~~ 34,500,000 Canco Shares (collectively, the “~~Organizational Founders’~~ Shares”) will be issued to certain parties ~~at a deemed value of CAN\$0.05 and an aggregate deemed value (including the 100 Canco shares issued to it on incorporation) of CAN\$933,333.35 in consideration for the funding, services, advice and organization already provided and to be provided by such parties with regard to this Agreement and the RTO Transaction. Additionally, for the consideration detailed below, at Closing Canco shall issue 19,833,333 Canco Shares (the “Services Shares”) to certain parties at a deemed value of CAN\$0.05 and an aggregate deemed value of CAN\$991,666.65 in consideration for (a) vend-in of additional land (15 hectares in Cogua, Cundinamarca) required for the future expansion of the Project, and (b) financial assistance and consulting services in connection with the Transaction.~~ who are founders of the business of Blueberries; and
- (ii) an aggregate of [Redacted] Canco Shares (the “Cosmos Shares”) will be issued to Cosmos Holding Group in consideration of paying the Cash Consideration directly to the Shareholders and the payment of [Redacted] to Canco; provided that [Redacted] of the Cosmos Shares will be issued pursuant to a subscription agreement to be entered into between Cosmos Holding Group and Canco immediately following Closing of the Share Purchase Transaction.

5.2 The Parties acknowledge and agree that after Closing occurs, the following two shall occur ~~financings~~

- (i) The offering of 7,000,000 Canco Shares (the “Seed Round Shares”) at a price of CAN\$0.05 per Canco Share.
- (ii) The offering of approximately 40,000,000 subscription receipts of Canco (the “Subscription Receipts”) at a price of CAN\$0.25 per Subscription Receipt (the “Subscription Price”). Each Subscription Receipt will entitle the holder thereof to receive, without payment of any additional consideration or further action, and subject to adjustment, one unit (“Unit”) in the capital of the Resulting Issuer upon satisfaction of certain escrow release conditions, including, but not limited to, the completion of the RTO Transaction and the conditional approval of the CSE for the listing of the Resulting Issuer Shares. Each Unit shall consist of one common share (each a “Resulting Issuer Share”) in the capital of the Resulting Issuer and one-half of one Resulting Issuer Share purchase warrant (each whole warrant, a “Resulting Issuer Warrant”). Each Resulting Issuer Warrant shall entitle the holder thereof to acquire one Resulting Issuer Share at a price of CAN\$0.40 per Resulting Issuer Share for a period of 24 months following the completion of the RTO Transaction. The parties acknowledge that the number of Subscription Receipts sold may be increased at the sole discretion of Canco.

The Consideration Shares, the ~~Organizational~~Founders' Shares, the ~~Services~~Cosmos Shares and the Seed Round Shares shall collectively be referred to as the "Blueberries Transaction Shares". The Parties acknowledge and agree that pursuant to the RTO Transaction, the Blueberries Transaction Shares shall become shares of the Resulting Issuer, and the CSE, in accepting the RTO Transaction, may in its discretion impose escrow conditions on the Blueberries Transaction Shares. Canco shall use its best efforts to negotiate the most favourable escrow conditions possible; however, the Parties recognize and agree that the final decision on any escrow requirements is that of the CSE. The Parties further acknowledge and agree that the proceeds of the sale of the Seed Round Shares may be used for general capital purposes but not to pay any of the Cash Consideration, and that all proceeds of the sale of the Subscription Receipts will be placed in escrow until completion of the RTO Transaction and may not be used to pay the Cash Consideration.

On completion of the RTO Transaction, the Parties agree that the Resulting Issuer Shares to be issued to former holders of: (a) Consideration Shares, ~~Organizational~~Founder's Shares and ~~Services~~Cosmos Shares will be subject to a contractual hold period not to exceed one year and will be released in equal tranches of 25% on the dates that are three (3), six (6), nine (9) and twelve (12) months after the completion of the RTO Transaction, respectively, and (b) the Seed Round Shares will be subject to a contractual hold period not to exceed three months, with 10% of such shares to be freely tradeable upon completion of the RTO Transaction, and the remainder to be released in equal tranches of one-third on the dates that are one (1), two (2), and three (3) months after the completion of the RTO Transaction, respectively.

Notwithstanding anything in this section 5, the parties agree that Canco shall be entitled to complete other financings upon the written agreement of Canco and CDNM.

6. SHAREHOLDER MATTERS

Effective Closing, the following corporate transactions and initiatives (as well as those required by applicable law) may only be undertaken by Canco upon the affirmative vote of that number of Canco Shares that represents greater than 50% of the Canco Shares then issued and outstanding:

- (a) the issuance of shares and equity interests, other than as a result of the equity issuances contemplated by sections 4 and 5 above;
- (b) amendments to the charter documents of Canco or Blueberries;
- (c) the public offering or public listing of shares or equity interests, other than as a result of the RTO Transaction contemplated herein;
- (d) changes to the number of directors on the Board; and

- (e) mergers, consolidations, reorganizations or business combinations, other than the RTO Transaction contemplated herein.

The Parties agree that this provision shall automatically terminate concurrently with the completion of the RTO Transaction.

7. MANAGEMENT, BOARD OF DIRECTORS AND OFFICERS

Upon Closing, Canco will have the following officers: Christian Toro - President, Chris Reid – Interim CFO, Camilo Villalba – COO, and Peter Volk, Interim Secretary and the board of directors of Canco (the “**Canco Board**”) will be composed of three directors, one appointed by the Shareholders, one appointed by Optim and one appointed by the Promoter.

Upon completion of the RTO Transaction the Board of Directors of the Resulting Issuer (the “**Resulting Issuer Board**”) will be comprised of the following: Andrés Vidal, Francisco Sole, Patricio Villalba, Andrés Castañeda, Paola Castañeda, and Christian Toro. Andrés Castañeda will conduct the Colombian operations of the Resulting Issuer as Country Manager and Paola Castañeda as Country Financial Manager.

8. CONDITIONS PRECEDENT TO THE TRANSACTION

The completion of the Transaction and the RTO Transaction will be conditional on the satisfaction of the following conditions precedent:

- (a) the Parties receiving all necessary consents and approvals (including shareholder and regulatory approvals) as are desirable or required in connection with the RTO Transaction, including for the avoidance of doubt CSE regulatory approvals;
- (b) completion of the preliminary structuring steps, listed above in sections 4, 5 and 7;
- (c) drafting of all additional documentation and agreements in customary form required for this sort of transaction and with representation and warranties also customary for this sort of transaction to the satisfaction of the Parties;
- (d) completion of satisfactory due diligence on the business and operations of Canco and Blueberries and their respective operations and licenses by the Promoter and CDNМ; and
- (e) The granting of the licenses pursuant to the Psychoactive Cultivation Application and the Manufacture Application.

9. REPRESENTATIONS AND WARRANTIES

The representation and warranties of the Shareholders and Blueberries will be elaborated upon in further documents and agreements which effect the RTO Transaction. Notwithstanding the foregoing, the Shareholders and Blueberries hereby make the following fundamental representations as of the Closing Time and covenant and agree that these representations and warranties shall also be true and complete as of the completion of the RTO Transaction:

- (a) as of the date of execution of this Agreement, the Shareholders are the registered and beneficial owners of 100% of the issued capital of Blueberries, free and clear of all liens, charges and encumbrances and Blueberries is the beneficial indirect owner of the Inventory as detailed in Schedule "A", free and clear of all liens, charges and encumbrances;
- (b) the Shareholders have good and sufficient power, authority and right to enter into and deliver this Letter of Intent and to transfer the legal and beneficial title and ownership of the shares of Blueberries and all of the other assets/property listed in section 3 hereof;
- (c) there exists no material fact or circumstance that has not been disclosed to the Promoter or Optim that should be disclosed to prevent the representations and warranties set forth herein from being materially misleading or that, if disclosed, might reasonably be expected to affect the Promoter's or Optim's decision either to enter into this Agreement on the terms and conditions herein stated or to make any election or take any action, or to refrain from making any election or from taking any action contemplated or permitted hereunder;
- (d) Blueberries has no debts and no liabilities, other than the ones directly related to its business, is current with its tax obligations and registration or maintenance fees in Colombia;
- (e) the NP Cultivation License is valid, enforceable and in good standing and Blueberries has not performed any act nor omitted any action that would hinder such validity; and
- (f) Blueberries has filed and will continue to pursue the Psychoactive Cultivation Application and the Manufacture Application.

It is expressly understood that the Shareholders shall have the right to assign and transfer at no cost out of Blueberries all of the assets not related to the cannabis cultivation transformation and commercialization business, which are currently owned by Blueberries. In order to achieve this, Blueberries' current legal representative will produce an inventory of assets to be transferred and will notify Optim and the Promoter about the assignment of such assets to another entity, prior to the Closing.

10. DUE DILIGENCE INFORMATION

In order for the Promoter, Canco and CDN M to complete the due diligence on the business and operations of the Shareholders and Blueberries, the Shareholders and Blueberries agree to grant them access to the following information:

- (a) all financial accounts and corporate records of Blueberries;
- (b) all information relating to the NP Cultivation License, the Psychoactive Cultivation Application and the Manufacture Application;
- (c) all material contracts entered into by Blueberries;
- (d) details of all employees of Blueberries and the terms of engagement;
- (e) details of all insurance policies and banking arrangements/facilities of Blueberries;
- (f) copies of any other relevant licenses or regulatory approvals held or required by Blueberries in order to operate its business;
- (g) details of all intellectual property of Blueberries and documents evidencing registration of all relevant mastheads, trademarks, business names, copyright material and patents;
- (h) details of all freehold and leasehold properties owned or occupied by Blueberries, including all relevant agreements in respect of those properties;
- (i) details of all fixed assets and plant owned by Blueberries; and
- (j) details of any known circumstances which might give rise to any litigation, arbitration, dispute or claim involving the Shareholders or Blueberries.

11. MAINTAINING STATUS QUO

Other than as contemplated in this Agreement, the Shareholders agree to procure that Blueberries shall not (a) enter into any material contract or incur any material liability; (b) declare any dividends; or (c) vary its capital structure, in each case without the prior written consent of the Promoter.

In addition, the Shareholders agree to procure that Blueberries:

- (a) maintains the NP Cultivation License in full force and in good standing and free from any liability to forfeiture or non-renewal and keeps pursuing the Psychoactive Cultivation Application and the Manufacture Application for the Manufacture License; and
- (b) observes and performs all stipulations and conditions relating to the NP Cultivation License and all statutory obligations relating to activities on the Manufacture License.

12. EXCLUSIVITY

From the date of the Binding LOI until the earlier of closing of the RTO Transaction or the End Date, which ever happens first (“**Exclusivity Period**”), the Shareholders agree that they will not and shall procure that Blueberries does not:

- (a) participate in any negotiations or discussions with, or provide any information to, or accept or enter into any agreement, arrangement or understanding with, any third parties in respect of a transaction that may be in conflict with the transactions contemplated by this Agreement and will also cease any existing discussions or negotiations regarding such transactions;
- (b) engage with any other third party in connection with the sale of all or any of the shares of Blueberries or any of its assets; and
- (c) provide any third party with any information regarding Blueberries, the Subsidiary or their businesses, assets or undertakings, other than in the ordinary course of its ordinary business.

13. FORMAL AGREEMENT

[This section has been intentionally deleted.]

14. CONFIDENTIALITY

Each Party is to keep confidential the terms of this Agreement and any other information obtained from one another during the negotiations preceding the execution of this Agreement or in the course of furthering the RTO Transaction contemplated by this Agreement whether in the course of conducting due diligence or otherwise (“**Confidential Information**”), and is not to disclose it to any person except:

- (a) to employees, the shareholders, legal advisers, auditors and other consultants requiring the information for the purposes of this document;
- (b) with the consent of the other disclosing party or Parties;
- (c) if the information is, at date of this Agreement, lawfully in the possession of the recipient of the information through sources other than any of the other Parties;
- (d) if required by law or a stock exchange;
- (e) if strictly and necessarily required in connection with legal proceedings relating to this document;
- (f) if the information is generally and publicly available other than as a result of a breach of confidence; or
- (g) to a financier or prospective financier (or its advisers) of a Party, who agrees to be bound by a confidentiality agreement.

A Party disclosing Confidential Information must use all reasonable endeavors to ensure that persons receiving the Confidential Information from it do not disclose the Confidential Information except in the circumstances permitted in this clause.

The obligations under this clause contain obligations separate and independent from the other obligations of the Parties and remain in existence for a period of two years from the date of this Agreement, regardless of any termination of this document.

For the avoidance of doubt, the Parties acknowledge and agree that CDN M is listed on the CSE and is subject to continuous disclosure obligations applicable to that exchange. Accordingly, details of this Agreement, Canco, Blueberries and the Shareholders and various licenses will need to be disclosed in announcements related to the RTO Transaction and obtaining approval for it from the CSE.

15. FURTHER ASSURANCES

Each Party shall sign and execute and do all deeds, acts, documents and things as may reasonably be required by the other Parties to effectively carry out and give effect to the terms and intentions of this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws from time to time in effect in the Province of Ontario and the federal laws of Canada applicable therein. The Parties agree to submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and the courts which hear appeals from those courts.

17. ASSIGNMENT

None of the Parties may assign any of the rights or obligations conferred by this Agreement, without the consent of the other Parties.

18. COSTS

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

19. NOTICES

Each notice authorized or required to be given to a Party shall be in writing and may be delivered personally, by electronic transmission (email) or sent by properly addressed prepaid mail, in each case addressed to the Party at its address set out below:

Promoter:

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

Optim:

[Redacted]

Email. [Redacted]

In the case of Blueberries and the Shareholders:

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

Any notice given under this document will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery;
- (b) if sent by mail, two business days (in the addressee's jurisdiction) from and including the day of posting; or

- (c) if sent by email, one business day after the date shown on the email of the sender, unless:
 - (i) the sender receives an automated notification that the email has not been received by the intended recipient, in which case the notice is deemed to not have been served at the time of sending; or
 - (ii) receipt is acknowledged by the recipient sooner than one business day, in which case the notice is deemed to have been served at the time the receipt is acknowledged,

but if the delivery or receipt is on a day that is not a business day in the addressee's jurisdiction or is after 5:00 pm (addressee's time) it is regarded as received at 9:00 am on the following business day in the addressee's jurisdiction.

20. SEVERABILITY

If any provision or part of a provision of this Agreement is held or found to be void, invalid or otherwise unenforceable in accordance with its terms (whether in respect of a particular Party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect and all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision shall be and continue to be valid and forceful in accordance with their terms.

21. VARIATION

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this document and duly executed by all Parties.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered to the other Parties shall constitute an original, but all counterparts together shall constitute one and the same agreement.

23. PREVALENCE

This Agreement supersedes any and all previous correspondence, agreements or understandings between the Parties, including the Binding LOI and the Optim LOI.

{Signature page follows}

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date herein.

BLUEBERRIES CANNABIS CORP.

Per: _____
Name:

BLACK SWAN FINANCE CORP.

Per: _____
Name:

OPTIM HOLDINGS S.A.S.

BLUEBERRIES S.A.S.

Per: _____
Name:[Redacted]

Per: _____
Name: [Redacted]

Per: **Andres Castañeda**

Per: **Paola Castañeda**

[Redacted] *[Identification Number]*

[Redacted] *[Identification Number]*

Schedule “A”
Inventory of rights and property necessary for Blueberries

Non-Psychoactive Cannabis Crops License issued by the Ministry of Justice of Colombia granted on March 15, 2018 under No 2417;

License for the manufacture and export of cannabis derivatives issued by the Ministry of Health of Colombia;

"El Porvenir" land: a 3 Hectare Property in Guatavita, Cundinamarca, Colombia. Real estate registration No. 50N-365101;

Application in process for the License of Psychoactive Cannabis Crops;

Agreement with National University of Colombia;

Bank seeds — 54 strains;

Green houses:

- Mother plant room 750 sq. ft.;
- Experimental R&D center 2,500 sq. ft.;
- Production greenhouse 97,000 sq. ft.;
- irrigation system for the whole land;

Canna & Co LOI for the purchase of 2,124 pounds of dry flower;

Use granted for access to river water for 10 years (started in 2016) and a reservoir of 370 cubic meters;

Two-bedroom container with bathroom;

Building for employees (approximately 2,500 sq. ft);

Broker agreement with Hempson USA;

Security system for the greenhouses area; and

Tools and equipment

Exhibit "B"

Purchase Agreement

See attached.

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AMONG:

BLUEBERRIES CANNABIS CORP., a company incorporated pursuant to the *Business Corporations Act* (Ontario) (“**Canco**”)

- and -

BLUEBERRIES S.A.S., a corporation incorporated under the laws of the Republic of Colombia, identified with NIT 900874446-6 (“**Blueberries**”)

- and –

ANDRES CASTANEDA, a Colombian national identified [Redacted] [*Identification number*], **PAOLA CASTANEDA**, a Colombian national identified [Redacted] [*Identification number*] (Andres and Paola Castaneda being collectively referred to herein as the “**Shareholders**”)

- and –

BLACK SWAN FINANCE CORP., a company incorporated pursuant to the laws of the British Virgin Islands (the “**Promoter**”)

- and –

OPTIM HOLDINGS S.A.S., a corporation incorporated under the laws of the Republic of Colombia (“**Optim**”).

WHEREAS the Shareholders and Blueberries, on one part and the Promoter and Optim, on the other (jointly the “**Parties**”) have agreed to enter into a joint venture for the development and financing of a project in Colombia for the growth of cannabis and manufacture of cannabis derivative products (the “**Share Purchase Transaction**”) under the binding terms of a letter of intent dated July 10, 2018 (the “**Binding LOI**”);

AND WHEREAS Blueberries has been granted: (i) license N° 0247 from the Colombian Ministry of Justice, dated as of March 15, 2018 to cultivate and grow non-psychoactive cannabis in Colombia to produce grain and seeds for cultivation, manufacture of derivative products and industrial purposes (the “**NP Cultivation License**”), and (ii) license N° ___ from the Colombian Ministry of Health to manufacture, produce, commercialize and export psychoactive and non-psychoactive cannabis derivatives (the “**Manufacture License**”);

AND WHEREAS Blueberries has also applied for a license to cultivate and grow psychoactive cannabis in Colombia (the “**Psychoactive Cultivation Application**”);

AND WHEREAS Blueberries requires financing and technical support for the successful development of a project in Colombia for the growth of cannabis and manufacture of cannabis derivative products, initially located in Cundinamarca, Colombia (the “**Project**”);

AND WHEREAS Blueberries and the Shareholders signed a letter of intent with Optim on June 7, 2018 to assist Blueberries and its Shareholders in a financing and going public transaction (the “**Optim LOI**”);

AND WHEREAS Optim subsequently started negotiations with the Promoter to support and finance Blueberries through a reverse take-over or similar transaction in the Canadian equity market, as well as an equity financing;

AND WHEREAS the Promoter has extensive experience in the financing, promotion and development of projects through the Canadian equity markets;

AND WHEREAS the Promoter has identified CDN MSolar Corp. (“**CDNM**”), a company listed on the Canadian Stock Exchange (the “**CSE**”), as well as financing sources interested in supporting the development of the Project through a reverse take-over or similar transaction in the Canadian equity markets;

AND WHEREAS the Binding LOI contemplated, among other things, that a special purpose vehicle (the “**SPV**”) would be incorporated in the British Virgin Islands for the purpose of effecting the Share Purchase Transaction;

AND WHEREAS the parties hereto have determined that it is easier to effect the RTO Transaction (as defined below) through a Canadian-incorporated corporation and as a result the Promoter has incorporated Canco to act as the SPV, rather than a British Virgin Islands company;

AND WHEREAS the Binding LOI contemplated that the parties may wish to enter into a definitive agreement for the purpose of completing the Share Purchase Transaction, establishing the SPV, and creating the corporate structure for the SPV to complete the RTO Transaction, and intend for this Agreement to serve as that definitive agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants, representations and warranties of the Parties herein contained (the sufficiency of which is acknowledged), the Parties do hereby agree:

1. DEFINITIONS

Whenever used in this Agreement (including the preamble, recitals and each Schedule hereto), the following terms shall have the respective meanings ascribed to them as follows:

“**Agreement**” has the meaning set out in the preamble;

“**Binding LOI**” has the meaning set out in the preamble;

“**Blueberries**” has the meaning set out in the preamble;

“**Blueberries Transaction Shares**” has the meaning set forth in Section 5.2(ii);

“**Canco**” has the meaning set out in the preamble;

“**Canco Board**” has the meaning set forth in Section 7;

“**Cash Consideration**” has the meaning set forth in Section 4(c)(ii);

“**CDNM**” has the meaning set out in the preamble;

“**Closing**” means the completion of all steps necessary for the Share Purchase Transaction;

“**Closing Date**” means date agreed to by the Parties upon which the Closing occurs;

“**Confidential Information**” has the meaning set forth in Section 14;

“**Consideration**” has the meaning set forth in Section 4(c)(ii);

“**Consideration Shares**” has the meaning set forth in Section 4(c)(i);

“**Cosmos Shares**” has the meaning set forth in Section 5.1;

“**CSE**” has the meaning set out in the preamble;

“**Definitive Agreement**” has the meaning set out in the preamble;

“**End Date**” has the meaning set forth in Section 2;

“**Exclusivity Period**” has the meaning set forth in Section 12;

“**Founders’ Shares**” has the meaning set forth in Section 5.1;

“**Manufacture Application**” has the meaning set out in the preamble;

“**NP Cultivation License**” has the meaning set out in the preamble;

“**Optim**” has the meaning set out in the preamble;

“**Optim LOI**” has the meaning set out in the preamble;

“**Parties**” has the meaning set out in the preamble;

“**Project**” has the meaning set out in the preamble;

“**Promoter**” has the meaning set out in the preamble;

“**Psychoactive Cultivation Application**” has the meaning set out in the preamble;

“**Resulting Issuer**” means CDNM (or as it may be renamed) immediately upon completion of the RTO Transaction;

“**Resulting Issuer Board**” has the meaning set forth in Section 7;

“**Resulting Issuer Share**” has the meaning set forth in Section 5.2(ii);

“**Resulting Issuer Warrant**” has the meaning set forth in Section 5.2(ii);

“**RTO Completion Date**” means the date upon which the RTO Transaction is completed and CDNM becomes the Resulting Issuer;

“**RTO Transaction**” has the meaning set forth in Section 2;

“**Schedule A**” refers to Inventory of rights and property necessary for Blueberries;

“**Seed Round Shares**” has the meaning set forth in Section 5.2;

“**Share Purchase Transaction**” has the meaning set out in the preamble;

“**Share Transfer**” has the meaning set forth in Section 4(b);

“**SPV**” has the meaning set out in the preamble;

“**Subscription Price**” has the meaning set forth in Section 5.2(ii);

“**Subscription Receipts**” has the meaning set forth in Section 5.2(ii);

“**Unit**” has the meaning set forth in Section 5.2(ii); and

“**Warrant**” has the meaning set forth in Section 5.2(ii).

2. PURPOSE

The purpose of this Agreement is the achievement of the financing and technical support for the joint development of the Project, through a reverse take-over of CDNM by the shareholders of Canco as announced on September 6, 2018 (the “**RTO Transaction**”), and for this purpose the end date will be the date on which the CSE finally approves the RTO Transaction and it closes (the “**End Date**”).

3. ASSETS/PROPERTY

The Shareholders and Blueberries represent and warrant that as of the date hereof and on Closing Blueberries owns and controls the following assets or properties that will be included in the Project:

- (a) 100% of the shares of Blueberries, a company incorporated in the Republic of Colombia identified with NIT 900874446-6;
- (b) the NP Cultivation License issued by the Ministry of Justice of Colombia and the Manufacture License Issued by the Ministry of Health of Colombia;
- (c) the land known as “El Porvenir”: a three (3) hectare property in Guatavita, Cundinamarca, Colombia, having real estate registration No. 50N-365101;
- (d) the Psychoactive Cultivation Application;
- (e) a collaboration agreement with the National University of Colombia;
- (f) bank seeds — 54 strains;
- (g) greenhouses consisting of:
 - (i) a mother plant room of 750 square feet;
 - (ii) an experimental R&D center of 2,500 square feet;
 - (iii) a production greenhouse of 97,000 square feet; and
 - (iv) an irrigation system for the whole land;
- (h) a letter of intent with Canna & Co S.A.S. for the purchase of 2,124 pounds of dry flower;

- (i) a right of use granted for access to river water for 10 years (started in 2016) and a reservoir of 370 cubic meters;
- (j) a two-bedroom container with bathroom;
- (k) a building for employees (approximately 2,500 square feet);
- (l) a broker agreement with Hempson USA;
- (m) a security system for the greenhouses area; and
- (n) tools and equipment.

For the avoidance of doubt, it is understood that all of the above assets are directly related and necessary for the Project and will form part of the business of Blueberries, together with 100% of the shares of Blueberries, sold by the Shareholders to Canco in exchange for the Consideration.

4. PRELIMINARY STRUCTURING AND FUNDING STEPS

The Parties acknowledge that the Binding LOI contemplated the completion of the following steps in order to prepare for the completion of the RTO Transaction, and agree to complete these steps at Closing on the Closing Date:

- (a) Immediately prior to the Share Transfer, Canco shall have 1 common share issued and outstanding, which is held in the name of a nominee and which shall be cancelled upon completion of the Share Purchase Transaction;
- (b) The Shareholders will transfer all of the issued and outstanding shares of Blueberries to Canco in exchange for the Consideration (the “**Share Transfer**”);
- (c) Canco shall:
 - (i) issue to the Shareholders, or as they may direct, [Redacted] Canco Shares (the “**Consideration Shares**”); and
 - (ii) cause to be paid to the Shareholders [Redacted], of which the Shareholders acknowledge receipt of [Redacted] to date (paid pursuant to section 5 of the Optim LOI on June 26, 2018), with the remaining balance of [Redacted] to be paid on or before the RTO Completion Date (the “**Cash Consideration**” and, together with the Consideration Shares, the “**Consideration**”).

5. FOUNDER AND FINANCING SHARE ISSUANCES

5.1 The Parties acknowledge and agree that, in conjunction with, and simultaneously with the Closing:

- (i) an aggregate of 34,500,000 Canco Shares (collectively, the “**Founders’ Shares**”) will be issued to certain parties who are founders of the business of Blueberries; and
- (ii) an aggregate of [Redacted] Canco Shares (the “**Cosmos Shares**”) will be issued to Cosmos Holding Group in consideration of paying the Cash Consideration directly to the Shareholders and the payment of [Redacted] to Canco; provided that [Redacted] of the Cosmos Shares will be issued pursuant to a subscription agreement to be entered into between Cosmos Holding Group and Canco immediately following Closing of the Share Purchase Transaction.

5.2 The Parties acknowledge and agree that after Closing occurs, the following two financings shall occur:

- (i) The offering of 7,000,000 Canco Shares (the “**Seed Round Shares**”) at a price of CAN\$0.05 per Canco Share.
- (ii) The offering of approximately 40,000,000 subscription receipts of Canco (the “**Subscription Receipts**”) at a price of CAN\$0.25 per Subscription Receipt (the “**Subscription Price**”). Each Subscription Receipt will entitle the holder thereof to receive, without payment of any additional consideration or further action, and subject to adjustment, one unit (“**Unit**”) in the capital of the Resulting Issuer upon satisfaction of certain escrow release conditions, including, but not limited to, the completion of the RTO Transaction and the conditional approval of the CSE for the listing of the Resulting Issuer Shares. Each Unit shall consist of one common share (each a “**Resulting Issuer Share**”) in the capital of the Resulting Issuer and one-half of one Resulting Issuer Share purchase warrant (each whole warrant, a “**Resulting Issuer Warrant**”). Each Resulting Issuer Warrant shall entitle the holder thereof to acquire one Resulting Issuer Share at a price of CAN\$0.40 per Resulting Issuer Share for a period of 24 months following the completion of the RTO Transaction. The parties acknowledge that the number of Subscription Receipts sold may be increased at the sole discretion of Canco.

The Consideration Shares, the Founders’ Shares, the Cosmos Shares and the Seed Round Shares shall collectively be referred to as the “**Blueberries Transaction Shares**”. The Parties acknowledge and agree that pursuant to the RTO Transaction, the Blueberries Transaction Shares shall become shares of the Resulting Issuer, and the CSE, in accepting the RTO Transaction, may in its discretion impose escrow conditions on the Blueberries Transaction Shares. Canco shall use its best efforts to negotiate the most favourable escrow conditions possible; however, the Parties recognize and agree that the final decision on any escrow requirements is that of the CSE. The Parties further acknowledge and agree that the proceeds of the sale of the Seed Round Shares may be used for general capital purposes but not to pay any of the Cash Consideration, and that all proceeds of the sale of the Subscription Receipts will be placed in escrow until completion of the RTO Transaction and may not be used to pay the Cash Consideration.

On completion of the RTO Transaction, the Parties agree that the Resulting Issuer Shares to be issued to former holders of: (a) Consideration Shares, Founder’s Shares and Cosmos Shares will be subject to a contractual hold period not to exceed one year and will be released in equal tranches of 25% on the dates that are three (3), six (6), nine (9) and twelve (12) months after the completion of the RTO Transaction, respectively, and (b) the Seed Round Shares will be subject to a contractual hold period not to exceed three months, with 10% of such shares to be freely tradeable upon completion of the RTO Transaction, and the remainder to be released in equal tranches of one-third on the dates that are one (1), two (2), and three (3) months after the completion of the RTO Transaction, respectively.

Notwithstanding anything in this section 5, the parties agree that Canco shall be entitled to complete other financings upon the written agreement of Canco and CDN.M.

6. SHAREHOLDER MATTERS

Effective Closing, the following corporate transactions and initiatives (as well as those required by applicable law) may only be undertaken by Canco upon the affirmative vote of that number of Canco Shares that represents greater than 50% of the Canco Shares then issued and outstanding:

- (a) the issuance of shares and equity interests, other than as a result of the equity issuances contemplated by sections 4 and 5 above;
- (b) amendments to the charter documents of Canco or Blueberries;
- (c) the public offering or public listing of shares or equity interests, other than as a result of the RTO Transaction contemplated herein;
- (d) changes to the number of directors on the Board; and
- (e) mergers, consolidations, reorganizations or business combinations, other than the RTO Transaction contemplated herein.

The Parties agree that this provision shall automatically terminate concurrently with the completion of the RTO Transaction.

7. MANAGEMENT, BOARD OF DIRECTORS AND OFFICERS

Upon Closing, Canco will have the following officers: Christian Toro - President, Chris Reid – Interim CFO, Camilo Villalba – COO, and Peter Volk, Interim Secretary and the board of directors of Canco (the “**Canco Board**”) will be composed of three directors, one appointed by the Shareholders, one appointed by Optim and one appointed by the Promoter.

Upon completion of the RTO Transaction the Board of Directors of the Resulting Issuer (the “**Resulting Issuer Board**”) will be comprised of the following: Andrés Vidal, Francisco Sole, Patricio Villalba, Andrés Castañeda, Paola Castañeda, and Christian Toro. Andrés Castañeda will conduct the Colombian operations of the Resulting Issuer as Country Manager and Paola Castañeda as Country Financial Manager.

8. CONDITIONS PRECEDENT TO THE TRANSACTION

The completion of the Transaction and the RTO Transaction will be conditional on the satisfaction of the following conditions precedent:

- (a) the Parties receiving all necessary consents and approvals (including shareholder and regulatory approvals) as are desirable or required in connection with the RTO Transaction, including for the avoidance of doubt CSE regulatory approvals;
- (b) completion of the preliminary structuring steps, listed above in sections 4, 5 and 7;
- (c) drafting of all additional documentation and agreements in customary form required for this sort of transaction and with representation and warranties also customary for this sort of transaction to the satisfaction of the Parties;
- (d) completion of satisfactory due diligence on the business and operations of Canco and Blueberries and their respective operations and licenses by the Promoter and CDNMI; and
- (e) The granting of the licenses pursuant to the Psychoactive Cultivation Application and the Manufacture Application.

9. REPRESENTATIONS AND WARRANTIES

The representation and warranties of the Shareholders and Blueberries will be elaborated upon in further documents and agreements which effect the RTO Transaction. Notwithstanding the foregoing, the Shareholders and Blueberries hereby make the following fundamental representations as of the Closing Time and covenant and agree that these representations and warranties shall also be true and complete as of the completion of the RTO Transaction:

- (a) as of the date of execution of this Agreement, the Shareholders are the registered and beneficial owners of 100% of the issued capital of Blueberries, free and clear of all liens, charges and encumbrances and Blueberries is the beneficial indirect owner of the Inventory as detailed in Schedule "A", free and clear of all liens, charges and encumbrances;
- (b) the Shareholders have good and sufficient power, authority and right to enter into and deliver this Letter of Intent and to transfer the legal and beneficial title and ownership of the shares of Blueberries and all of the other assets/property listed in section 3 hereof;
- (c) there exists no material fact or circumstance that has not been disclosed to the Promoter or Optim that should be disclosed to prevent the representations and warranties set forth herein from being materially misleading or that, if disclosed, might reasonably be expected to affect the Promoter's or Optim's decision either to enter into this Agreement on the terms and conditions herein stated or to make any election or take any action, or to refrain from making any election or from taking any action contemplated or permitted hereunder;
- (d) Blueberries has no debts and no liabilities, other than the ones directly related to its business, is current with its tax obligations and registration or maintenance fees in Colombia;
- (e) the NP Cultivation License is valid, enforceable and in good standing and Blueberries has not performed any act nor omitted any action that would hinder such validity; and
- (f) Blueberries has filed and will continue to pursue the Psychoactive Cultivation Application and the Manufacture Application.

It is expressly understood that the Shareholders shall have the right to assign and transfer at no cost out of Blueberries all of the assets not related to the cannabis cultivation transformation and commercialization business, which are currently owned by Blueberries. In order to achieve this, Blueberries' current legal representative will produce an inventory of assets to be transferred and will notify Optim and the Promoter about the assignment of such assets to another entity, prior to the Closing.

10. DUE DILIGENCE INFORMATION

In order for the Promoter, Canco and CDN M to complete the due diligence on the business and operations of the Shareholders and Blueberries, the Shareholders and Blueberries agree to grant them access to the following information:

- (a) all financial accounts and corporate records of Blueberries;
- (b) all information relating to the NP Cultivation License, the Psychoactive Cultivation Application and the Manufacture Application;

- (c) all material contracts entered into by Blueberries;
- (d) details of all employees of Blueberries and the terms of engagement;
- (e) details of all insurance policies and banking arrangements/facilities of Blueberries;
- (f) copies of any other relevant licenses or regulatory approvals held or required by Blueberries in order to operate its business;
- (g) details of all intellectual property of Blueberries and documents evidencing registration of all relevant mastheads, trademarks, business names, copyright material and patents;
- (h) details of all freehold and leasehold properties owned or occupied by Blueberries, including all relevant agreements in respect of those properties;
- (i) details of all fixed assets and plant owned by Blueberries; and
- (j) details of any known circumstances which might give rise to any litigation, arbitration, dispute or claim involving the Shareholders or Blueberries.

11. MAINTAINING STATUS QUO

Other than as contemplated in this Agreement, the Shareholders agree to procure that Blueberries shall not (a) enter into any material contract or incur any material liability; (b) declare any dividends; or (c) vary its capital structure, in each case without the prior written consent of the Promoter.

In addition, the Shareholders agree to procure that Blueberries:

- (a) maintains the NP Cultivation License in full force and in good standing and free from any liability to forfeiture or non-renewal and keeps pursuing the Psychoactive Cultivation Application and the Manufacture Application for the Manufacture License; and
- (b) observes and performs all stipulations and conditions relating to the NP Cultivation License and all statutory obligations relating to activities on the Manufacture License.

12. EXCLUSIVITY

From the date of the Binding LOI until the earlier of closing of the RTO Transaction or the End Date, which ever happens first (“**Exclusivity Period**”), the Shareholders agree that they will not and shall procure that Blueberries does not:

- (a) participate in any negotiations or discussions with, or provide any information to, or accept or enter into any agreement, arrangement or understanding with, any third parties in respect of a transaction that may be in conflict with the transactions contemplated by this Agreement and will also cease any existing discussions or negotiations regarding such transactions;
- (b) engage with any other third party in connection with the sale of all or any of the shares of Blueberries or any of its assets; and

- (c) provide any third party with any information regarding Blueberries, the Subsidiary or their businesses, assets or undertakings, other than in the ordinary course of its ordinary business.

13. FORMAL AGREEMENT

[This section has been intentionally deleted.]

14. CONFIDENTIALITY

Each Party is to keep confidential the terms of this Agreement and any other information obtained from one another during the negotiations preceding the execution of this Agreement or in the course of furthering the RTO Transaction contemplated by this Agreement whether in the course of conducting due diligence or otherwise (“**Confidential Information**”), and is not to disclose it to any person except:

- (a) to employees, the shareholders, legal advisers, auditors and other consultants requiring the information for the purposes of this document;
- (b) with the consent of the other disclosing party or Parties;
- (c) if the information is, at date of this Agreement, lawfully in the possession of the recipient of the information through sources other than any of the other Parties;
- (d) if required by law or a stock exchange;
- (e) if strictly and necessarily required in connection with legal proceedings relating to this document;
- (f) if the information is generally and publicly available other than as a result of a breach of confidence; or
- (g) to a financier or prospective financier (or its advisers) of a Party, who agrees to be bound by a confidentiality agreement.

A Party disclosing Confidential Information must use all reasonable endeavors to ensure that persons receiving the Confidential Information from it do not disclose the Confidential Information except in the circumstances permitted in this clause.

The obligations under this clause contain obligations separate and independent from the other obligations of the Parties and remain in existence for a period of two years from the date of this Agreement, regardless of any termination of this document.

For the avoidance of doubt, the Parties acknowledge and agree that CDN is listed on the CSE and is subject to continuous disclosure obligations applicable to that exchange. Accordingly, details of this Agreement, Canco, Blueberries and the Shareholders and various licenses will need to be disclosed in announcements related to the RTO Transaction and obtaining approval for it from the CSE.

15. FURTHER ASSURANCES

Each Party shall sign and execute and do all deeds, acts, documents and things as may reasonably be required by the other Parties to effectively carry out and give effect to the terms and intentions of this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws from time to time in effect in the Province of Ontario and the federal laws of Canada applicable therein. The Parties agree to submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and the courts which hear appeals from those courts.

17. ASSIGNMENT

None of the Parties may assign any of the rights or obligations conferred by this Agreement, without the consent of the other Parties.

18. COSTS

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

19. NOTICES

Each notice authorized or required to be given to a Party shall be in writing and may be delivered personally, by electronic transmission (email) or sent by properly addressed prepaid mail, in each case addressed to the Party at its address set out below:

Promoter:

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

Optim:

[Redacted]

Email: [Redacted]

In the case of Blueberries and the Shareholders:

Address: [Redacted]

Email: [Redacted]

Attention: [Redacted]

Any notice given under this document will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery;
- (b) if sent by mail, two business days (in the addressee's jurisdiction) from and including the day of posting; or
- (c) if sent by email, one business day after the date shown on the email of the sender, unless:

- (i) the sender receives an automated notification that the email has not been received by the intended recipient, in which case the notice is deemed to not have been served at the time of sending; or
- (ii) receipt is acknowledged by the recipient sooner than one business day, in which case the notice is deemed to have been served at the time the receipt is acknowledged,

but if the delivery or receipt is on a day that is not a business day in the addressee's jurisdiction or is after 5:00 pm (addressee's time) it is regarded as received at 9:00 am on the following business day in the addressee's jurisdiction.

20. SEVERABILITY

If any provision or part of a provision of this Agreement is held or found to be void, invalid or otherwise unenforceable in accordance with its terms (whether in respect of a particular Party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect and all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision shall be and continue to be valid and forceful in accordance with their terms.

21. VARIATION

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this document and duly executed by all Parties.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered to the other Parties shall constitute an original, but all counterparts together shall constitute one and the same agreement.

23. PREVALENCE

This Agreement supersedes any and all previous correspondence, agreements or understandings between the Parties, including the Binding LOI and the Optim LOI.

{Signature page follows}

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date herein.

BLUEBERRIES CANNABIS CORP.

Per _____ [Redacted]
Name: [Redacted]

BLACK SWAN FINANCE CORP.

Per: _____ [Redacted]
Name: [Redacted]

OPTIM HOLDINGS S.A.S.

Per: _____ [Redacted]
Name: [Redacted]

BLUEBERRIES S.A.S.

Per: _____ [Redacted]
Name: [Redacted]

Per: **Andres Castañeda**

Per: **Paola Castañeda**

"Andres Castañeda" (Signed)
[Redacted] [Identification number]

"Paola Castañeda" (Signed)
[Redacted] [Identification number]

Schedule “A”
Inventory of rights and property necessary for Blueberries

Non-Psychoactive Cannabis Crops License issued by the Ministry of Justice of Colombia granted on March 15, 2018 under No 2417;

License for the manufacture and export of cannabis derivatives issued by the Ministry of Health of Colombia;

"El Porvenir" land: a 3 Hectare Property in Guatavita, Cundinamarca, Colombia. Real estate registration No. 50N-365101;

Application in process for the License of Psychoactive Cannabis Crops;

Agreement with National University of Colombia;

Bank seeds — 54 strains;

Green houses:

- Mother plant room 750 sq. ft.;
- Experimental R&D center 2,500 sq. ft.;
- Production greenhouse 97,000 sq. ft.;
- irrigation system for the whole land;

Canna & Co LOI for the purchase of 2,124 pounds of dry flower;

Use granted for access to river water for 10 years (started in 2016) and a reservoir of 370 cubic meters;

Two-bedroom container with bathroom;

Building for employees (approximately 2,500 sq. ft);

Broker agreement with Hempson USA;

Security system for the greenhouses area; and

Tools and equipment