

PURCHASE AND SALE AND JOINT VENTURE AGREEMENT

THIS PURCHASE AND SALE AND JOINT VENTURE AGREEMENT made and entered into as of the 18th day of December, 2017 (the “**Closing Date**”).

BETWEEN:

NEW AGE FARM INC., a limited liability company constituted under the laws of British Columbia, having a place of business at 106-1641 Lonsdale Ave., North Vancouver, British Columbia, herein acting and represented by Mr. Carman Parente, President and CEO, duly authorised as he so declares;

(hereinafter referred to as “**NAF**”)

PARTY OF THE FIRST PART

AND:

Benjamin Martch, a resident of the State of Colorado, having a place of business at 2300 Welton Street., Unit 314, Denver, Colorado, 80205, USA.;

(hereinafter referred to as “**Martch**”)

PARTY OF THE SECOND PART

AND:

We Are Kured LLC, a limited liability company constituted under the state laws of Colorado, having a place of business at 2300 Welton Street, Unit 314, Denver, Colorado, 80205, USA, herein acting and represented by Benjamin Martch, CEO and Director, duly authorised as he so declares;

(hereinafter referred to as “**WAK**” or the “**Company**”)

PARTY OF THE THIRD PART

WHEREAS NAF is a British Columbia limited liability company that provides turnkey growing infrastructure and services to licensed growers and processors of luxury crops at its green campuses located in Washington state;

WHEREAS NAF would like to expand its operations into other markets in and throughout the United States.

WHEREAS Martch is a resident of the State of Colorado with broad experience in the cannabis industry, including legal recreational cannabis and its business operations and sales;

WHEREAS Martch will sell 100% of WAK which includes, among other things, domain names such as www.wearekured.com, web sites, potential and existing trademarks, branding, trade secrets and all other forms of intellectual property and other assets to NAF via a share purchase sale (the “**Share Sale**”);

WHEREAS the parties also seek to do business together in the form of a contractual joint venture which will include the undertaking of a full rebranding, to include website redesign and a large scale marketing launch of WAK’s new look and brand (the “**Joint Venture**”);

WHEREAS the Share Sale and the Joint Venture are subject to the terms and conditions of this agreement (the “**Agreement**”);

WHEREAS WAK has recently engaged N/A, a top Denver based web design, social media advertising and cannabis company to undertake WAK’s rebranding, to include website redesign and a large scale marketing launch of We Are Kured’s new look and brand as an e-commerce hemp-based CBD marketing initiative (the “**Rebranding**”);

WHEREAS, in addition to the Rebranding, WAK will leverage social media advertising, utilize search engine optimization and implement a pay-per-click campaign to propel WAK to its target demographics, notably ultimate fighting fans, the cross-fit, millennial “mainstream” user, the reggae music aficionado, social media influencers and the “baby boomer” crowd (collectively the “**Ecommerce Platform**”).

WHEREAS the business venture to be developed by the parties which includes the Rebranding and the Ecommerce Platform is collectively referred to as the “**WAK Project**”;

WHEREAS NAF will own 100% of WAK and Martch will operate and manage the WAK Project; *where he will be compensated with a salary to be negotiated after the successful completion of Phase 1.*

WHEREAS Martch *will be invited* to become a Director on the Board of New Age Farm Inc.*after the successful completion of Phase 1.*

WHEREAS individually Martch represents and warrants that he has the industry experience and knowledge to operate and manage the WAK Project as described herein;

WHEREAS NAF shall deliver a certified extract of resolutions or minutes by their Board of Directors adopting this Agreement, copies of which are annexed in Schedule “A” hereto;

WHEREAS the parties acknowledge that the adoption of an Operating Agreement regulating WAK and the parties’ relationship will encompass the typical purpose of the management of the business of WAK;

WHEREAS the parties wish to establish in this Agreement the terms and conditions which shall henceforth govern the venture between them with respect to the WAK Project.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

DIVISION I – SHARE PURCHASE AND SALE OF WAK

1. Conditions Precedent. NAF’s undertaking to carry out the Share Sale of this Agreement shall be contingent upon the prior occurrence of the following conditions:
 - (a) NAF shall have secured the necessary financing, on acceptable terms;
 - (b) All requisites and approvals from the Exchange, local Securities Commission and due diligence by the bankers retained by NAF if applicable;

- (c) All requisite governmental and regulatory approvals of, exemptions from and consents to the Share Sale, as required, will have been obtained and all waiting periods prescribed by law will have expired;
 - (d) All requisite approvals of the board of directors and shareholders, as applicable, of NAF will have been obtained;
 - (e) Martch will have obtained all consents and approvals to the change of control of WAK under any contracts, licenses and other instruments which NAF considers material;
 - (f) The company registries shall have been validly updated, showing NAF as the new owner of WAK, with all required formalities completed;
 - (g) WAK and all of its assets will be free and clear of all encumbrances;
 - (h) There will have been no material adverse change to the Business since the date of the December 14, 2017;
 - (i) WAK and Martch have no threatened, pending or current claims, actions or complaints directed against either party whether jointly or individually.
 - (j) NAF will be satisfied with its due diligence investigations.
2. Representations and Warranties. To induce NAF to enter into the Agreement, WAK and Martch jointly represent and warrants the following:
- (a) Status. WAK is a limited liability company duly constituted under the laws of Colorado and is in compliance with all of the regulatory filing duties and obligations incumbent upon it under applicable laws to maintain its good standing.
 - (b) Corporate Records Book. WAK has no company records book.
 - (c) Authority. WAK has the right and the capacity to enter into the Share Sale and freely dispose of its shares and assets. To its knowledge, there are no

obstacles nor any legal or contractual restrictions to the sale of shares following receivership, guardianship, bankruptcy, assignment of its assets, court order, total or partial forfeiture, pre-emptive right or for any other reason.

- (d) Shareholder Agreements. There are no shareholder agreements, voting pools, pre-emptive rights, convertible debt, options, warrants or other forms of securities in WAK or other dilatory rights or obligations affecting the ownership of WAK.
- (e) Insolvency. WAK has not, is not, or will not be, at the Date of the Closing, subject to any insolvency laws and has not perpetrated an act of bankruptcy under such laws.
- (f) Ownership and Exclusivity. It is the sole and absolute owner of the assets, to the exclusion of any other person.
- (g) Relationships. In addition, Martch declares that he has done everything in its power to maintain good relationships with the employees, clients and suppliers of the business and that it has avoided any act that could have had a negative effect on the reputation and the patronage of the business.
- (h) Extraordinary Loss. WAK has not suffered any infrequent or unusual loss which could affect it, which if disclosed to NAF could justify a reduction of the purchase price, or allow NAD to waive all its rights, if such waiver could adversely affect the operation of the business.
- (i) Encumbrance. The assets of WAK are free of any encumbrance in favour of third parties.
- (j) Loan Agreements. WAK is not a party to any loan, lease-purchase or financing agreements and WAK has not granted any security to guarantee reimbursement of any sums or compliance with any obligations enforced on the business pursuant to any such agreements.
- (k) Default. The business is not in default of the debts, hypothecs, security agreements, trust acts, loan agreements, leases or other instruments by which it is bound or to which its property or assets are subject, which default may have an unfavourable material effect in the short, medium, or long term on the operation, internal management, financial position, financing, operation, immobilization or liquidity budgets, financial projections or business perspectives of the business.
- (l) Breach. The compliance, by the business, of all provisions of the Agreement and the performance of the latter is not in conflict and does not constitute a breach or violation of the terms or provision of, or a default of, and does not result in the creation or imposition of encumbrance on the property or assets of the business pursuant to, an undertaking, hypothec, mortgage, trust act, loan agreement, subscription agreement, or other financial agreement or instrument to which the business is a party or by which the business is bound, or to which the property or assets of the business are subject.
- (m) Suretyship and Guarantees. WAK does not stand surety to or guarantees the debt of any person, firm or corporation whatsoever.

- (n) Financial Statements. WAK has not prepared any financial statements.
- (o) Accounting Methods. There has been no change in the accounting method used by WAK within the thirty-six (36) months preceding the Closing Date.
- (p) Advances. No amount is due to the business by WAK.
- (q) Arrears. On the Closing Date, all payments on the assets have been made as they became due.
- (r) Taxation. All taxes payable by WAK on their income, for all fiscal periods preceding the Closing Date have been paid or provided for in the financial statements. WAK has filed all returns required by law, all subject to the financial statements and tax returns of WAK to be completed for the period ending at the Closing Date. WAK is not in default pursuant to any statute whatsoever, in particular any taxation statute, or any statute relating to employment insurance, retirement or workers' compensation. WAK has paid all taxes, contributions, governmental charges or otherwise which are incumbent upon them, or sufficient reserves in this respect have been provided for in the financial statements for the period ending at the Closing Date.
- (s) Deductions at Source. Up to the date of the execution of the Agreement, WAK has always deducted the amount of all taxes or other withholdings to be deducted at source, and they have tendered or remitted the same to the appropriate government authorities or, alternatively, WAK has no employees and is not required to withhold deductions at source.
- (t) Material Agreements. WAK does not require any fixed supply agreements for goods, materials and services to carry on its business. All suppliers are on a "per-order" basis. WAK has not amended its supply policies in the twelve (12) months preceding the Closing Date.
- (u) Strategic Alliances. WAK has no strategic alliances, partnerships or joint ventures in existence or under contemplation other than the terms and conditions contained herein.
- (v) Subsidiaries and Affiliates. WAK has neither any subsidiaries nor any affiliates.
- (w) Suppliers. WAK has no knowledge of any difficulties in obtaining goods or services required for the purposes of the business and the latter is not dependent on any of its suppliers.
- (x) Material Agreements. There are no material agreements entered into by the WAK and its clientele. WAK is not in default of its obligations towards its clientele and has not received any notice of default from any of its clients.
- (y) Clientele. WAK maintains good business relations with its clientele. WAK has no knowledge of any problem which may impede its relationship with the latter and the Sale does not constitute a default of the agreements entered into with the clientele.

- (z) Discriminatory Practices. WAK is not involved in discriminatory practices forbidden by Laws regarding discrimination in the conduct of its business.
- (aa) Behaviour. The officers and employees of the business have not, prior to the Closing Date, committed any fault in the performance of their functions within the business which may incur the latter's civil or contractual liability toward third parties or subcontractors. In addition, WAK and Martsch have no knowledge that any such fault may have been committed prior to the Closing Date.
- (bb) Permits and licenses. WAK owns all permits and authorization required by public authorities to operate its business. It has complied at all time with the maintenance terms of its permits. The business has not received any notice of infringement or non-compliance in such respect and such permits may be transferred;
- (cc) Compliance. All such permits, licenses or similar authorizations are in due form and the business is not in default of its declaration duties or of conditions to fulfil to maintain such permits, licenses, or similar authorization in force.
- (dd) Restriction. The permits, licenses or other authorizations granted to the business do not contain any term, provisions, conditions or limitations affecting or limiting in an unfavourable manner the activities of the business.
- (ee) Copyright. WAK holds all the rights, licenses or authorizations necessary for the activities of the business.
- (ff) Trademarks. WAK holds all the trademark and tradename rights necessary for the activities of the business.
- (gg) Trade Secrets /Know-How. WAK has taken all appropriate measures to protect the trade secrets and know-how tied to the assets and it has no knowledge of a non-protected disclosure of them.
- (hh) Domain Names. WAK has the unfettered enjoyment of the domain names used during the course of the activities of the business and Martch has no knowledge of any claims pertaining to them from a third-party.
- (ii) Electronic Commerce. The electronic commerce activities of the business do not infringe upon any applicable laws.
- (jj) Advertising and Promotional means. WAK is not involved in advertising or promotional campaigns or activities prohibited by law.
- (kk) Commercial Pratices. WAK does not use any forbidden commercial practices pertaining to the marketing of its goods and services; it is not the subject of any investigations or any conviction to this regard.
- (ll) Consumer Protection. WAK complies with all consumer protection laws when its activities are subject to such laws and Martsch has no knowledge of any infringement to the latter which may, individually or collectively, cause a material unfavourable effect in the short or long term to the operation, the

internal management, the financial position, the financing, the operating, immobilization and cash budgets, the financial projections, the schedules or business perspectives of WAK.

- (mm) Insurance Policies. There are no insurance policies of any kind currently in force relating to the business.
- (nn) Legal Proceedings. To this date, no legal proceedings, claims or lawsuits have been instituted before any ministry department, court, commission, board or any other organization which would influence in an unfavourable manner either the Share Sale or the Joint Venture. To Martch's knowledge, there are no threats of such action, procedure, claim, lawsuit or any other situation likely to give rise to a lawsuit or any other legal proceeding to the same effect.
- (oo) Disclosure. To Martch's knowledge, there is no fact or situation which has any unfavourable effect or which may have an unfavourable effect, in the short term, on WAK or on its activities.

3. Ownership and Share Sale Price: The Share Sale shall result in the ownership of WAK being transferred by Martch to NAF on the signing of this Agreement and NAF shall implement the milestone markers, as per Schedule "B" Milestones. The costs to acquire WAK including the WAK platform and all associated assets, the Rebranding, the ownership of the Ecommerce Platform and to complete the Ecommerce Platform are \$150,000 USD and 10,000,000 common shares of New Age Farm Inc. (the "**Acquisition Costs**") in accordance with the following payment schedule:

- (a) \$50,000 USD payment to Martch, upon the Closing Date, and contemporaneously Martch begins the execution of Phase 1 as detailed and outlined in Schedule "B" Milestones.
- (b) The second payment of \$50,000 USD to Martch is payable **thirty (30) days from the Closing Date**.
- (c) The third payment of \$50,000 USD to Martch is payable **sixty (60) days from the Closing Date**.
- (d) The payment of **five million (5,000,000) common shares of NAF to Martch and / or assignees** is payable on the **Closing Date**.

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- (e) **A further payment of five million (5,000,000) common shares of NAF to Martch and / or assignees is payable upon successful completion of Phase 1.**

(f) Upon successful completion of Phase 1, the Company will seek to raise additional financing on a best case effort to successfully complete Phases 2 and 3.

b. If the Company successfully hits the monthly numbers outlined in the pro-forma, the Company shall receive an additional 1,000,000 common shares per successful month.

DIVISION II – JOINT VENTURE

4. Conditions Precedent: The conditions precedent of the Share Sale herein and the transfer of ownership of WAK to NAF are required before the parties embark upon the joint venture.
5. Participation and Contribution: NAF and Martch shall jointly participate in the development and operation of the infrastructure of the WAK Project. NAF and Martch shall respectively share in all of the rights and obligations with respect to the WAK Project.

More precisely, NAF and Martch agree to the following participatory and contributory measures:

- (a) Martch will secure a top Denver based web design, social media advertising and cannabis company to undertake the Rebranding, to include website redesign and a large scale marketing launch of WAK's new look and brand.
 - (b) WAK will develop the Ecommerce Platform which will leverage social media advertising, utilize search engine optimization and implement a pay-per-click campaign to propel WAK to its target demographics, notably ultimate fighting fans, the cross-fit, millennial "mainstream" user, the reggae music aficionado, social media influencers and the "baby boomer" crowd.
 - (c) Martch will market WAK's state of the art, single use ceramic vaporizer which contains 250mg of uniquely formulated terpene infused compliant hemp-based CBD oil (the "**Ceramic Vaporizer**").
 - (d) The Joint Venture will introduce many products to worldwide consumers via social media advertising, celebrity endorsement as well as through traditional distribution channels after the marketing of the Ceramic Vaporizer.
 - (e) NAF will raise the money to fund the WAK Project Costs in tranches and in accordance with a schedule determined by NAF and Martch (the "**Capital Raises**").
 - (f) The amount and allocation of any additional operational costs shall be described in detail in the annual operating plan.
6. Management Committee: A management committee (the "**Management Committee**") for WAK consisting of one representative of each of NAF and Martch shall be established forthwith. The Management Committee shall be responsible for approving the annual operating plan and budget (the "**Operating Plan**") and for determining the general policies and directions to be adopted by the Manager for WAK (the "**Manager**") in the conduct of operations under this Agreement.

The initial Management Committee of WAK shall be set at two (2). The initial Management Committee shall consist of Messrs. Carman Parente and Benjamin Martch.

7. Annual Meeting: The Management Committee shall meet at least once a year and/or on ten (10) days' notice given by the Manager or by the other party (the "Non-Manager") with respect to the WAK Project or related projects or business. Such notices shall be accompanied by an agenda of matters to be discussed and/or decided at the meeting. Decisions of the Management Committee shall be by majority vote.
8. Manager: Martch shall be the initial Manager for the WAK Project. The Manager shall be in charge of all operations hereunder and shall conduct such operations in accordance with approved Work Plans and Budgets established by the Management Committee. The Manager shall be entitled to charge and receive from WAK an annual salary equal to ten percent of net operating profits to a maximum of \$500,000 per any operating calendar year after the conditions of this Agreement have been met and the Agreement is in force.
9. Replacement of Manager: In the event that the venture fails to perform within fifteen (15) percent of the targets established in the annual Operating Plan, NAF may appoint a new Manager with sixty (60) days written notice. However, this election can only be triggered sixty days after completion of the first full calendar year of operating the WAK Project.
10. Resignation: The Manager may at any time resign as the Manager. In such event, the Management Committee shall appoint a new Manager with respect to the Project.
11. Operating Plan: The Manager shall deliver an annual Operating Plan for the Project under management for the next calendar year to the Management Committee by November 30 of each year. The Management Committee shall meet to review Operating Plan within thirty (30) days of delivery by the Manager.
12. Reports: The Manager shall prepare and submit reports on an annual basis to the Non-Manager with respect to the results obtained from the implementation of an Operating Plan with respect to the Project or related business. Any significant results obtained shall be reported by the Manager to the Non-Manager as soon as they are available. A Non-Manager shall, upon prior notice, have access at its sole risk and expense to the Project for the purpose of viewing the work conducted thereon and shall also have access to the records of the Manager respecting exploration and development work carried out on the Project, provided, however, that such access shall not unduly interfere with or disrupt the activities of the Manager.

DIVISION III – GENERAL

13. Confidentiality: All data and information contained in reports provided by the Manager under this Agreement shall be treated as confidential and, except to the extent required by law, by regulation of any securities commission or stock exchange or in connection with the securing of financing, or in connection with the providing information to a *bona fide* purchaser, shall not be disclosed without the prior written consent of the Manager, or after the Manager has made the said information public. Similarly, Martch acknowledges that NAF and its affiliates also own confidential information outside of the projects contemplated under this Agreement and agrees to hold any such information that it becomes aware as strictly confidential and safeguarded in the same manner as all other confidential information hereunder and, moreover, that no ownership rights thereto are sold, assigned or otherwise transferred.

The parties shall use best efforts to maintain at all times as confidential information the fact that this Agreement has been executed, the terms of it and the existence and content of any negotiations between the parties except that both parties may (i) inform advisors, counsel, and

employees with a need to know as each party deems necessary; and (ii) make appropriate disclosures if required by applicable securities laws.

14. Assignment to Associates, Affiliates or Subsidiary Companies: There shall be no restriction on the rights of NAF to sell, transfer or assign all or any portion of their interest in this Agreement to an associate, affiliate or subsidiary company.
15. Additional Project Acquisitions: Each of the parties hereto shall negotiate in good faith regarding capital contributions for the acquisition of any new projects or opportunities in the United States. The specific terms shall be determined in a supplementary agreement.
16. Resolution of Disputes: All matters in dispute under this Agreement which can not first be settled by good faith negotiations shall be settled by final and binding arbitration with no appeal from the decision of the arbitrator; provided, however, no party may refer any matter to arbitration without first having given ten (10) days advance written notice to the other party specifying in detail the matter to be arbitrated, its proposed resolution of such matter and the intention to refer the matter to arbitration (collectively, a “**Notice of Intended Arbitration**”). After ten (10) days have elapsed from the delivery to the other party of a Notice of Intended Arbitration without resolution of the matter, the parties agree to submit the matter to arbitration in Vancouver, British Columbia, under the International Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre.
17. Liabilities: Neither of the parties hereto shall be liable to the other party and neither of the parties hereto shall be deemed in default under this Agreement for any failure or delay to perform any of its covenants and agreements caused or arising out of any act not within the control of the party, excluding lack of funds but including, without limitation, acts of God, strikes, lockouts, or other industrial disputes, acts of the public enemy, riots, fire, storm, flood, explosion, government restriction, failure to obtain any approvals required from regulatory authorities, including environmental protection agencies, unavailability of equipment, interference of environmentalists or native rights pressure groups or other causes whether of the kind enumerated above or otherwise which is not reasonably within the control of the party. No right of a party shall be affected for failure or delay of the party to meet any conditions of this Agreement, which failure or delay is caused by one of the events referred to above, and all times provided for in this Agreement shall be extended for a period commensurate with the period of the delay and so far as possible, the party affected will take all reasonable steps to remedy the delay caused by the events referred to above.
18. Standard of Care. The Manager shall discharge its duties and conduct all operations in a manner consistent with management of similar operations, in accordance with sound business practices and other applicable industry standards and practices, and in strict compliance with the terms and provisions of concessions, leases, licenses, permits, contracts and other agreements pertaining to the Projects and the laws of the State of Colorado.
19. Other Endeavours: Except as may be otherwise expressly provided for in this Agreement: (a) each of the parties shall have free and unrestricted right to independently engage in and receive the full benefits of any and all business endeavours, other than the WAK Project, without consulting the other party or inviting or allowing the other party to participate; and (b) the legal doctrine of “corporate opportunity” or “business opportunity” sometimes applied to persons occupying a fiduciary status shall not apply in the case of any endeavour of either party, other than endeavours other than within the boundaries of the WAK Project.
20. Assignment: The assignment or transfer by a party of all of or any part of its right and obligations hereunder shall not be permitted unless the parties agree in writing and such agreement includes a provision whereby the purchaser, successor or assignee, as the case may be,

shall agree to assume the rights and be subject to all liabilities and obligations of the transferring party under this Agreement.

21. Partnership: The parties agree that the rights and obligations hereunder with respect to any jointly-owned assets shall be held jointly between the parties.
22. Governing Law: This Agreement shall be interpreted and governed in accordance with the laws of the Province of British Columbia and Canada applicable therein.
23. Notices: All notices, payments and other required communications (collectively, the “**Notices**”) to the parties hereto shall be in writing, and transmitted by registered mail, receipted email, or personal service, and shall be addressed respectively as follows:

if to NAF:

106-1641 Lonsdale Ave
North Vancouver, British Columbia, V7M 2J5
Canada

Attention: Carman Parente
E-mail: roygbiv@telus.net

And a copy to: David A. Johnson
djohnson@dajlex.com

if to Martch:

Benjamin Martch
2300 Welton Street
Unit 314
Denver, Colorado, 80205
USA

Attention: Benjamin Martch
E-mail: ben.martch@gmail.com

Any Notice will:

- (a) Five (5) Business Days, as this term is defined below, after the same shall have been deposited in the U.S. mail properly addressed, certified or registered with return receipt requested and postage prepaid, be deemed to have been given and received, unless at the time of such posting or within five (5) Business Days thereafter, any strike, labor dispute or similar disruption of mail service shall come into effect, in which event such Notice shall not be valid;
- (b) if delivered by hand, be deemed to have been given and received on the day it was delivered to the recipient; and
- (c) if sent electronically, be deemed to have been given and received on the Business Day following the day it was sent electronically coupled with read and delivery receipts which indicates that the notice was successfully sent in its entirety to the email address of the recipient.

A Party may at any time give to the other Party notice in writing of any change of address of the Party giving such notice and from and after the giving of such notice the address or addresses therein specified will be deemed to be the address of such Party for the purposes of giving notice hereunder.

For the purpose of this section “**Business Day**” means any day, other than a Saturday or Sunday, on which banks in Toronto, Ontario and Montreal, Québec, Canada are open for commercial banking business during normal banking hours.

24. Waiver: The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit the party's right thereafter to enforce any provision or exercise any right.
25. Amendment: No amendment, supplement, modification, waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.
26. Force Majeure: Force Majeure means an event which, during any period while this Agreement is in effect, prevents or makes unattainable on a practical basis the performance of the obligations of a party due to any cause, whether foreseeable or unforeseeable, that is beyond its reasonable control, including labour disputes (however arising and whether or not employee demands are reasonable or within the power of the party to grant); acts of God; laws, regulations, orders, proclamations, instructions or requests of any Governmental Authority, as this term is defined below; judgments or orders of any court; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of federal, provincial or territorial or local environmental standards; any aboriginal claims, rights, proclamations, moratoriums or enactments; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; terrorism, riot, civil strife, insurrection or rebellion; fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather conditions; forest fire cautions; delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; accidents; breakdown of equipment, machinery or facilities; or any other cause whether similar or dissimilar to the foregoing. The affected party shall promptly give Notice to the other party of the suspension of performance, stating therein the nature of the suspension, the reasons therefor, and the expected duration thereof. The affected party shall resume performance as soon as reasonably possible. Lack or unavailability of funds, commercial frustration, commercial impracticability or the occurrence of unforeseen events rendering performance hereunder uneconomical shall not constitute an excuse of performance of any obligation imposed hereunder.

No party shall be liable to the other party or be in default under this Agreement for any failure or delay in performing any of its covenants or agreements caused by or arising out of any act of Force Majeure; provided that the party asserting Force Majeure gives Notice to the other party of such occurrence within thirty (30) days after the act of Force Majeure commences or is discovered. No right of any party shall be affected by failure or delay of that party to meet any provisions or terms of this Agreement, where such failure or delay is caused by any event of Force Majeure, and all times provided for in this Agreement shall be extended for a period equal to the period of delay; provided, however, that performance shall be resumed within a reasonable time after such cause has been removed.

For the purpose of this section “**Governmental Authority**” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, board,

tribunal, dispute settlement panel or body or other law, rule or regulation-making entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

- 27. Time of Essence: Time shall be of the essence under this Agreement.

- 28. Currency. All amounts herein are in the lawful currency of the United States of America unless otherwise written.

- 29. Further Instruments: The parties hereto shall respectively, and without any further consideration, from time to time execute and deliver such further instruments and assurances as may be reasonably required to carry out the intent of this Agreement.

- 30. Regulatory Approval: This Agreement is subject to regulatory approval, including that of the Canadian Stock Exchange, to the extent such approval is necessary.

- 31. New Agreements: Nothing prevents the parties from pursuing jointly a similar venture but, if applicable, a new agreement will be structured by and between the parties.

IN WITNESS WHEREOF the parties have signed as of the date first hereinabove mentioned.


NEW AGE FARM INC.

per:


Carman Parente
President & CEO

MARTCH

per:


Benjamin Martch

We Are Kured LLC

per:

A handwritten signature in cursive script, appearing to read "Ben Martch", written over a horizontal line.

Benjamin Martch
President

SCHEDULE "A"

EXTRACTS OF RESOLUTIONS OR MINUTES

SCHEDULE "B"

MILESTONES

We Are Kured LLC time line and company roll out and expansion plan detailed:

We Are Kured LLC is a Hemp derived CBD company that currently has partnered with some of the top cannabis marketing, formulators, cultivators and product manufacturers in the global cannabis industry to develop, formulate and distribute a variety of Hemp derived CBD products. The company's plan, and roll out strategy, is broken up into phases in which will allow the company to develop its sales channels and relationships while systematically building the back end of the company in Hemp cultivation and extraction to ultimately be fully vertically integrated. The company aims to be an industry leader in Hemp cultivation, product formulation and manufacturing, extraction, online retailing as well as a raw hemp bulk product wholesaler. The company will obtain the roll out in 3 phases as detailed below:

Phase 1: Launch of company's first product, online full ecommerce platform, Block Chain technology implantation and front and back end marketing launch.

We Are Kured has selected its first product to be a state of the art disposable atomizing vaporizer product. This product will be pre loaded with the 250mg cartridges of the very best available CBD oil infused with specific flavored terpenes. The products will be available with terpene flavor profiles in Bubba Kush, OG Kush, Flo and Blue Dream in which will set the product apart from the current competition in the market.

We Are Kured's team has gotten firm commitments from a number of top individuals in the markets of current & past professional sports, music and social media influencing to be brand ambassadors and or full brand backers. These individuals reach millions of potential customers throughout the world as well as carry a large influence with their followers and fans. This in conjunction with a full scale online marketing campaign launch, the company is confident it will build a strong, reputable brand extremely rapidly and efficiently. In conjunction to this, the company's principles currently produce some of the largest events in the cannabis and music arena. We Are Kured's plans to have a large presence at these events enabling large scale brand exposure and reputability.

The back end of this marketing campaign will be supported by the company's new cutting edge ecommerce site fully equipped with Block Chain technology. The company has been working with a top online digital marketing and design agency to build from scratch a state of the art ecommerce platform and website that will enable to the company to not only support large scale traffic and sales but will also build the companies online presence through SEO. The company is made up of experts in the specific field.

We Are Kured has decided to place an initial order of its selected disposable CBD pen product of 5,000 units. These pens carry an all in unit price of \$12.50 per unit. This price includes the fully branded hardware and packaging, 250MG terpene infused CBD oil as well as all storage, fulfillment and distribution costs associated. The company expects it will take approximately 30 days from the date of order for these products to be available to the market.

Phase 2: (Month 2) Launch of additional products:

The company has worked with a top product formulator located in Colorado for the launch of additional products. The company has selected 2 additional products in which it intends to launch. These products would consist of a gel capsule pill which would contain 250mg doses of CBD oil as well as a line of CBD infused salves. The company believes that these two product introductions would enable the company to fully encompass all of the potential customers needs. While some potential customers wouldn't appreciate a vaporizer or inhalation product, many would be interested in a pill and or salve product.

Additionally, We Are Kured intends to launch a higher end vaporizing product. This product would utilize a non-disposable rechargeable atomizer as well as refillable cartridges. This product would carry a stronger, less diluted form of CBD oil as well as more visually pleasing packaging. These cartridges would be available individually in pre filled amounts of 50mg, 100mg, 250mg and 500mg. This product will be tailored to the higher end more affluent customer world wide.

Phase 3: Roll out of Hemp Field and full extraction facility and launch of wholesale division:

A provision within the 2014 federal Farm Bill gave permission for universities and state departments of agriculture to cultivate industrial hemp for limited purposes. Since then, more than 30 states have enacted laws to establish commercial or research-purpose industrial hemp programs. At least 30 states so far have adopted statutes allowing the cultivation of industrial hemp under state laws including Alabama, California, Colorado, Connecticut, Delaware, Florida, Hawaii, Illinois, Indiana, Kentucky, Maine, Maryland, Michigan, Minnesota, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Washington, Virginia, and West Virginia

We Are Kured strongly believes the way to maximize profitability is to be fully vertically integrated. Several members of the company have successfully built large scale, fully vertically integrated companies in a number of states throughout the USA. The company has been locating potential agricultural land located with in a state that has a friendly and viable Hemp Cultivation law. The company aims to purchase a property ranging between 500-1000 acres to cultivate a large scale, CBD rich Hemp crop. The company is comprised and has the manned resources to successfully execute this.

Additionally, located on the same property, the company aims to construct a full super critical CO2 extraction lab. This will enable the company to extract and produce the raw CBD oil in house drastically cutting down the top line pricing and drastically increasing the company's profitability. This CBD oil will be used to not only support the company's in house products but also enable the company to establish a large scale CBD wholesale division.


Additionally, the company looks to develop a wholesale division to support all of the by product that will be produced from the hemp field. These products can be wholesaled to a large variety of emerging hemp companies such as textile companies, clothing companies, construction companies and many more.

To accomplish all of this, the company is proposing a three phase funding based successful completion of each previous phase. Please see attached pro forma and condensed use of proceeds along with attached WAK Power Point dated December 17,2017.

DATED THIS 18th DAY OF December 2017


NEW AGE FARM INC

per:


Carman Parente
President & CEO

We Are Kured LLC

per:


Benjamin Martch
President