

## SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated as of the 30<sup>th</sup> day of September, 2018,

AMONG:

**DRINK FRESH WATER, LLC**, a company existing under the laws of the state of California, USA and having a principal place of business located at 216 E. 4<sup>th</sup> Street, Unit A, Santa Ana, California 92701

(the "**Company**")

AND:

**THOSE MEMBERS OF THE COMPANY SET FORTH IN SCHEDULE "A" TO THIS AGREEMENT**

(collectively, the "**Vendors**")

AND:

**NEW AGE FARM INC.**, a company existing under the laws of the Province of British Columbia and having a registered office located at Suite 810, 789 West Pender Street, Vancouver, BC V6C 1H2

(the "**Purchaser**").

**The Company, Vendors and Purchaser are collectively referred to as the "Parties", and individually as the "Party".**

**WHEREAS:**

- A. The Purchaser has an existing presence in the cannabidiol (CBD) market in Canada and in the United States for marketing and selling CBD related products;
- B. The Company has a CBD infused water product sold under the trade name "Fresh Water" and is interested in selling its business to the Purchaser;
- C. The Vendors are the registered and beneficial owners of one-hundred percent (100%) of the right, title, and interest in and to the Company Shares (as hereafter defined), representing all of the issued and outstanding common shares in the capital of the Company; and
- D. The Vendors have agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendors, 100% of the Company Shares, in such amounts as set out in Schedule "A" hereto, pursuant to the terms and conditions of this Agreement.

THEREFORE this Agreement witnesses that in consideration of the premises and mutual covenants contained herein, the payments required in Section 2 below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party hereto, the Parties agree as follows:

## 1. Definitions and Interpretation

1.1 In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions will have the following meanings:

- (a) **"Acquisition Closing"** means the completion of the purchase and sale of all of the Purchased Shares in accordance with the terms and conditions of this Agreement.
- (b) **"Acquisition Date"** means the date on which the Acquisition Closing occurs.
- (c) **"Adverse Interests"** means any lien, charge, mortgage, hypothec, pledge, assignment, option, lease, sublease, right to possession, or other security interest, encumbrance or adverse right, restriction or interest of any nature or kind.
- (d) **"Applicable Law"** means:
  - (i) any domestic or foreign statute, law (including common and civil law), code, ordinance, rule, regulation, restriction or bylaw; or
  - (ii) any judgment, order, ruling, decision, writ, decree, injunction or award, of any governmental entity, statutory body or self-regulatory authority (including a stock exchange), to the extent that the same is legally binding on the person referred to in the context in which the term is used.
- (e) **"Brand"** means Fresh Water, a hemp derived CBD nano amplified alkaline water product produced by the Company;
- (f) **"Company"** means Drink Fresh Water, LLC, a limited liability company organized under the laws of the state of California, USA.
- (g) **"Company Shares"** means the common shares in the capital of the Company.
- (h) **"Consideration Shares"** means the 15,537,600 Purchaser Shares issued as consideration for the Purchased Shares, pursuant to the terms of this Agreement.
- (i) **"Exchange"** means the Canadian Securities Exchange.
- (j) **"Legal Proceeding"** means any action, suit, claim, litigation, complaint, grievance, application, arbitration, inquiry, investigation, hearing or other civil, criminal, regulatory, or administrative proceeding or other similar proceeding, at law or in equity, before or by any court, agency, commission, tribunal, panel or other judicial, governmental or administrative body or authority and includes any appeal or review thereof and any application or leave for appeal or review.
- (k) **"Material Adverse Effect"** means an effect, change, event, occurrence, fact or circumstance that, individually or in the aggregate with another such effect, change, event, occurrence, fact or circumstance, is or would be reasonably expected to be material and adverse to the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company or which could or could be reasonably expected to prevent, materially delay or materially impair the ability of the respective parties to complete the transactions contemplated by this Agreement

and to otherwise consummate the transactions contemplated in this Agreement, except any such effect resulting from or arising in connection with:

- (i) any adoption, implementation, proposal or change in applicable law or any interpretation thereof by any governmental entity;
  - (ii) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in national or global financial or capital markets or in general economic, business, political, regulatory or market conditions;
  - (iii) any natural disaster; and
  - (iv) the announcement of this Agreement or any transactions contemplated herein, or otherwise contemplated by or arising as a result of the terms of this Agreement.
- (l) **"Purchased Shares"** means the 100% of the Company Shares, that are held by the Vendors in such amounts as are set forth in Schedule "A" hereto.
  - (m) **"Purchaser"** means New Age Farm Inc., a corporation existing under the laws of the Province of British Columbia, Canada.
  - (n) **"Purchaser Shares"** means the common shares in the capital of the Purchaser, as constituted as of the date of issuance.
  - (o) **"Survival Period"** has the meaning set out in section 5.4 hereof.
  - (p) **"Termination Date"** means the earlier of: (1) the date on which Purchaser sells the Brand or the Company; or (2) the completion of any of the conditions set forth in Sections 8.1(a) – (c) below.
  - (q) **"Vendors"** means, collectively, those members of the Company as are set forth in Schedule "A" hereto.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) the division of this Agreement into articles, sections and other subdivisions and the use of headings are for convenience only and are not intended to define, interpret or limit the scope, extent or intent of this Agreement;
- (b) all references in this Agreement to "articles", "sections" and other subdivisions or Schedules are to the designated articles, sections or other subdivisions or Schedules of this Agreement;
- (c) the words "hereof", "hereto", "herein", "hereby", "herewith" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision;
- (d) the word "or" is not exclusive and the word "including" is not limiting (whether or not non-limiting language is used with reference thereto);

- (e) the words "written" or "in writing" include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or e-mail;
- (f) a "day" shall refer to a calendar day, and references to a "business day" shall refer to days on which banks are ordinarily open for business in Vancouver, British Columbia, other than a Saturday or a Sunday; in calculating all time periods the first day of a period is not included and the last day is included, and if a date is or a time period ends on a day which is not a business day, such date will be extended and the time period will be deemed to expire on the next business day;
- (g) all references to "\$", "USD" or "dollars" are references to the lawful currency of the United States of America;
- (h) any reference to a statute is a reference to the applicable statute and to any regulations made pursuant thereto and includes all amendments made thereto and in force from time to time and any statute or regulation that has the effect of supplementing or superseding such statute or regulation;
- (i) words importing individuals include bodies corporate and other artificial entities, and vice versa; words importing gender include the other gender; words importing one form of body corporate or artificial entity include all other forms of bodies corporate or artificial entities; and words importing the singular includes the plural, and vice versa; and
- (j) the rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of any of the terms and conditions of this Agreement.

## **2. Purchase and Sale**

2.1 Subject to the terms and conditions of this Agreement, at the Acquisition Closing, each Vendor shall sell, assign, and transfer to the Purchaser, and the Purchaser shall purchase from each Vendor, all of the right, title, and interest in and to their respective Purchased Shares, in such amounts as set forth in Schedule "A" hereto, free and clear of all Adverse Interests.

2.2 In consideration for the Purchased Shares, the Purchaser shall:

(a) At the Acquisition Date, issue to the Vendors the Consideration Shares, duly registered in accordance with, and in such amounts as set forth in, Schedule "A" hereto:

(b) Pay a cash fee of \$75,000 USD to the Vendors to be distributed amongst the Vendors as they determine; and

(c) If, after the Acquisition Date, the Purchaser sells the Brand or the Company for an amount at or above Nine Hundred Twenty-Five Thousand Dollars (\$925,000 USD), the Vendors shall receive twenty percent (20%) of any amount over Nine Hundred Twenty-Five Thousand Dollars (\$925,000 USD). A sale of the Brand or Company includes any sale or transfer of assets or shares of the Company for money or its equivalent value in personal property, such as a stock exchange.

2.3 The Vendors are required to hold the Consideration Shares for at least four (4) months after the date of issuance. During the four-month holding period, Vendors are not permitted to sell or transfer any of the Consideration Shares.

2.4 The Parties hereby acknowledge and declare their common intention that the transfer of the Purchased Shares contemplated herein shall take place on a fully-deferred basis for the purposes of the *Income Tax Act* (Canada), pursuant to the provisions of section 85.1 of the *Income Tax Act* (Canada).

### **3. Duties of the Company and the Purchaser**

3.1 The Purchaser shall retain the services of Good Fellas Group, LLC ("Good Fellas"), which is currently managing and operating the Company and the Brand in accordance with a separate management agreement to be entered into between the Purchaser and Good Fellas.

3.2 The Company (through Good Fellas) shall provide complete access to the product, books and records, and provide training to the Purchaser's management and employees as and when requested by the Purchaser.

3.3 The Purchaser shall provide a cash investment, based on its sole and absolute discretion. The Purchaser shall budget a minimum of One Hundred Thousand Dollars (\$100,000) to be used for marketing, public relations, brand development and expansion, and the remainder to be used for infrastructure as Purchaser deems advisable in its sole and absolute discretion. Said budgeted amount shall be earmarked upon presentation by the Company of use of funds agreed to in writing by the Purchaser.

### **4. Additional Covenants**

4.1 Each of the parties hereto shall, in good faith, use all commercially reasonable efforts to:

- (a) conduct their business and affairs in a manner such that its respective representations and warranties made by it herein remain true prior to the Acquisition Closing, and to promptly notify the other parties should any representation and warranty made by it herein cease to be true;
- (b) perform and observe the covenants made by it herein; and
- (c) perform and observe matters required to satisfy any other conditions precedent to the completion of the transactions contemplated by this Agreement.

4.2 The Company and the Vendors, as required, shall deliver to the Purchaser, in a timely manner and in form and content satisfactory to the Purchaser, as required, any records of the Company as may be required for filings requested or required by the Exchange.

### **5. Representations and Warranties**

5.1 Each of the Vendors jointly and severally represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement:

- (a) if it is not an individual, it is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, or if it is an individual, he or she is competent and of full age of majority;

- (b) the Vendor has the legal power and capacity and has taken all necessary action and has obtained all necessary approvals to enter into and execute this Agreement and to carry out the Vendor's obligations hereunder;
- (c) the Vendor has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Vendor's, enforceable against the Vendor in accordance with the Agreement's terms;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein by the Vendors will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) if it is not an individual, its constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Vendor is a party or by which the Vendor is bound, or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Vendor;
- (e) the Vendor is the registered holder and beneficial owner of one-hundred percent (100%) right, title, and interest in and to the Vendor's respective Company Shares as indicated in Schedule "A" hereto; the Vendor has good and marketable title to such Company Shares free and clear of all Adverse Interests; the Vendor's Company Shares are validly issued and outstanding as fully paid and non-assessable securities in the capital of the Company; the Vendor holds no other shares in the capital of the Company other than such Company Shares; and the Vendor holds no right, privilege, option, warrant, or agreement to purchase or otherwise acquire, directly or indirectly, any other shares in the capital of the Company;
- (f) no person has any right, privilege, option, warrant, or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant, or agreement, to purchase or otherwise acquire, directly or indirectly, any of the Vendor's respective Company Shares or any interest or entitlement therein (other than as provided by this Agreement);
- (g) the Vendor is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the Vendor's respective Company Shares or any other securities of the Company; and
- (h) none of the Vendors has any information or knowledge of any facts relating to the Company which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Vendors to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Company Shares seeking full information as to the Company Shares, the Company and its business and affairs.

5.2 Each of the Company and the Vendors represents and warrants, jointly and severally, to the Purchaser and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement:

- (a) the Company is duly formed, validly existing, and in good standing under the laws of its jurisdiction of incorporation;
- (b) the Company has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement, and to carry out its obligations hereunder;
- (c) the Company has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (d) provided the conditions to Acquisition Closing, as applicable and as set out in sections 6.3 and 7.3 hereof, are satisfied, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) any of the Company's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Company is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) to the knowledge of the Vendors, any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Company; in each case that may result in a Material Adverse Effect;
- (e) the Company's authorized capital consists of an unlimited number of Company Shares, of which 100% of the Company Shares are validly issued and outstanding, all of which are either held by the Vendors and all in proportions set out in Schedule "A" hereto;
- (f) no person has any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of becoming any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any Company Shares or any other shares in the capital of the Company from the treasury of the Company;
- (g) it is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the Company Shares or any other securities of the Company;
- (h) no party has any Adverse Interest in the lease comprising the Property, aside from the Company;

- (i) the Company's aggregate liabilities do not exceed USD \$●, and the Company will not, prior to the Acquisition Date, incur any expenses, debts, liabilities or obligations whether absolute, accrued, contingent or otherwise, without the prior written approval of the Purchaser;
- (j) the Company has no interest in the securities of any other entity;
- (k) the Company has not guaranteed or is not otherwise liable for the indemnification, assumption, endorsement or like commitment with respect to the debts, liabilities or obligations (contingent or otherwise) of any other person;
- (l) the operations of the Company have been conducted in all material respects in compliance with all applicable laws of each jurisdiction in which the Company owns or leases property or assets or carries on business, in accordance with industry standards and otherwise in a good and workmanlike manner, and the Company has not received any notice of and knows of no state of facts which would constitute or result in any such violation of any such laws;
- (m) the Company has obtained and is in possession of all material registrations, licenses, permits, authorizations, approvals, consents and other qualifications which are required under applicable laws to own or lease its property and assets and to carry on its business;
- (n) the financial records of the Company are complete and accurate in all material respects and present fairly the financial condition, financial performance and cash flows of the Company as at the date and for the periods indicated therein;
- (o) there are no actual, pending, contingent or threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company;
- (p) the Company is not subject to any cease trade or other order of any applicable securities regulatory authority or stock exchange and, to the knowledge of the Vendors, no Legal Proceedings involving the Company which may operate to prevent or restrict trading of any securities of the Company or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority or stock exchange;
- (q) the Company has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against the Company for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein; and
- (r) the Company does not have any information or knowledge of any facts relating to the Company which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Company or the Vendors to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have



known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Company Shares seeking full information as to the Company Shares, the Company and its business and affairs.

5.3 The Purchaser represents and warrants to the Vendors and acknowledges that the Vendors are relying on such representations and warranties, that as of the date of this Agreement:

- (a) the Purchaser is duly formed, validly existing and in good standing under the laws of the Province of British Columbia and is not in default of any requirements of the Exchange;
- (b) the Purchaser has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder;
- (c) the Purchaser has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) the Purchaser's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Purchaser is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Purchaser; and
- (e) the Purchaser is a reporting issuer in the Provinces of British Columbia, Alberta, and Ontario and the Purchaser Shares are listed for trading on the Exchange.

5.4 The representations and warranties set out herein shall survive the date of this Agreement and, notwithstanding any investigation made by or on behalf of a party hereto and the occurrence of the Acquisition Closing, shall continue in full force and effect for a period of two (2) years following the latter of the Acquisition Closing Date (the "**Survival Period**").

5.5 The Purchaser agrees to assume all risks associated with any and all adverse political and legal developments after the Acquisition Closing Date that impact or could impact the Company's and Vendors' ability to perform their obligations under this Agreement, or for the Company to operate its intended plans legally. Such risks include, but are not limited to any regulatory, economic, policy, or legal changes, and may not be a basis for rescinding, canceling or terminating this Agreement. The Purchaser shall be relieved of all duties, liabilities, and obligations under this Agreement and to the Company and Vendor should any of these developments occur.

## **6. Conditions of Closing**

6.1 The Vendors shall not be obligated to complete the sale of the Purchased Shares pursuant to this Agreement and the other transactions contemplated herein, unless, at the Acquisition Closing, respectively, each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Vendors:

- (a) the representations and warranties of the Purchaser in this Agreement shall be true and correct in all material respects at the Acquisition Closing Date;
- (b) the covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Acquisition Closing shall have been performed and observed in all material respects;
- (c) the receipt of any approvals or consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, and all such approvals being in full force and effect;
- (d) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Purchaser; and
- (e) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement.

6.2 If any condition in section 6.1 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Vendors or the Company to comply with their obligations under this Agreement, then the Vendors may, without limiting any rights or remedies available to the Vendors at law or in equity, either:

- (a) terminate this Agreement by notice to the Purchaser; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

6.3 The Purchaser shall not be obligated to complete the purchase of the Purchased Shares pursuant to this Agreement and the other transactions contemplated herein, unless, at the Acquisition Closing, respectively, each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser:

- (a) the representations and warranties of the Vendors and the Company in this Agreement shall be true and correct in all material respects at the Acquisition Closing Date;
- (b) the covenants and conditions of the Vendors and the Company to be performed and observed in this Agreement prior to or at Acquisition Closing shall have been performed and observed in all material respects;
- (c) the Vendors and the Company having entered into and provided all information, forms, certificates, undertakings, agreements and other documents and instruments that may be required by the Exchange;

- (d) the receipt of any approvals or consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, in form and content and upon such conditions, if any, acceptable to the Purchaser, and all such approvals being in full force and effect;
- (e) the completion of the transactions contemplated herein not constituting a "fundamental change" or a "change of business" for the Purchaser, as defined in the policies of the Exchange;
- (f) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Company;
- (g) the Board of Directors of the Company shall have approved the transfer of the Company Shares contemplated in this Agreement, in accordance with the Articles of the Company; and
- (h) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement.

6.4 If any condition in section 6.3 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Purchaser to comply with its obligations under this Agreement, then the Purchaser may, without limiting any rights or remedies available to the Purchaser at law or in equity, either:

- (a) terminate this Agreement by notice to the Vendors and the Company; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

## **7. Acquisition Closing**

7.1 The Acquisition Closing shall take place at the offices of counsel to the Purchaser, at such time and date as agreed by the Parties.

7.2 At Acquisition Closing, the Vendors and the Company shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) a copy of the resolutions of the Company authorizing this Agreement and the transactions contemplated herein and hereby;
- (b) certificates representing the Purchased Shares owned by the Vendors duly endorsed for transfer to the Purchaser;
- (c) a certificate representing the Purchased Shares, duly registered in the name of the Purchaser; and
- (d) such other documents and instruments in connection with the Acquisition Closing as may be reasonably requested by the Purchaser.

7.3 At Acquisition Closing, the Purchaser shall deliver or cause to be delivered to the Vendors the following documents:

- (a) a copy of the resolutions of the Purchaser authorizing this Agreement and the transactions contemplated herein and hereby;
- (b) certificates representing the Consideration Shares, duly registered in accordance with Schedule "A" hereto; and
- (c) such other documents and instruments in connection with the Acquisition Closing as may be reasonably requested by the Vendors.

## **8. Termination**

8.1 This Agreement shall terminate on the Termination Date and may be terminated prior to such date by the mutual consent of the parties or in the following circumstances by written notice given by the terminating party to the other parties hereto:

- (a) by the Company (on behalf of the Vendors) or the Purchaser, if the Acquisition Closing has not occurred on or before September 30, 2018, or such later date as may be mutually agreed by the Purchaser and the Vendors;
- (b) by the Company (on behalf of the Vendors), if the Purchaser is in default of any covenant on its part to be performed hereunder, the Company has given written notice to the Purchaser of such default, the Purchaser has not proceeded to cure such default within fourteen (14) days of such notice and thereafter proceeded in good faith to diligently cure such default to the Company's reasonable satisfaction provided that in any case such default shall be cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof); and
- (c) by the Purchaser if any of the Vendors or the Company is in default of any covenant on its part to be performed hereunder, the Purchaser has given written notice to the Vendors and the Company of such default, and the Vendors in default and/or the Company has not proceeded to cure such default within fourteen (14) days of such notice and thereafter proceeded in good faith to diligently cure such default to the Purchaser's reasonable satisfaction provided that in any case such default shall be cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof).

8.2 Upon termination of this Agreement, each party hereto shall be released from all obligations under this Agreement. Each party's right of termination is in addition to and not in derogation or limitation of any other rights, claims, causes of action or other remedy that such party may have under this Agreement or otherwise at law or in equity with respect to such termination and any misrepresentation, breach of covenant or indemnity contained herein.

## **9. Notices**

9.1 Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, pre-paid, certified or registered mail, or by telecommunication, facsimile, email or other similar form of communication (in each case with electronic confirmed receipt), addressed as follows:

- (a) If to the Company or the Vendors at:

Drink Fresh Water, LLC  
216 E. 4<sup>th</sup> Street, Unit A, Santa Ana, CA 92701

Attention: Nam Tran  
Email: nam@wearethegoodfellas.com

(b) If to the Purchaser at:

New Age Farm Inc.  
Suite 810, 789 West Pender Street  
Vancouver, British Columbia  
V6C 1H2

Attention: Michael Connolly, Esq.  
Email: mconnolly@connollylawfirm.net

and such shall be deemed to have been given (i) if effected by personal delivery, or telecommunication, facsimile or other similar form of communication (with electronic confirmed receipt), at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

9.2 A party may at any time in the above manner give notice to the other parties of any change of address and after the giving of such notice the address or addresses specified will be the address of such party for the purpose of giving notice hereunder.

## 10. Expenses

10.1 Each of the Parties hereto shall bear all expenses incurred by such party in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their legal counsel, accountants, financial and investment advisors, brokers and finders.

## 11. General

11.1 This Agreement (including the Schedules thereto) constitutes the entire agreement among the Parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise among the parties with respect to the subject matter herein. There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

11.2 The Parties shall from time to time prior to or after the Acquisition Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.

11.3 Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the parties thereto. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

11.4 Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

11.5 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

11.6 This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any party hereto without the express written consent of the other Parties hereto. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

11.7 The Parties agree to try to settle all disputes between them relating to any breach, enforcement or interpretation of this Agreement through private mediation before initiating any arbitration, litigation or other dispute resolution procedure. Any Party to the Agreement may initiate mediation through service of a written demand as set forth in Section 9.1 above. The mediation session will occur at a time mutually agreed upon by the Parties in consultation with a mutually selected mediator, though no later than 90 days after the date of service of the initial notice, unless otherwise agreed by the Parties and mediator. Each Party shall bear his, her or its own fees and costs for the mediation.

11.8 This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Colorado, without regard to any choice of law rules. For the purposes of all legal proceedings, this Agreement shall be deemed to have been made and performed in the State of Colorado, and the Parties hereby irrevocably agree that the courts of the State of Colorado shall have exclusive jurisdiction to entertain any action arising under this Agreement.

11.9 This Agreement may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.


**DRINK FRESH WATER, LLC**

**NEW AGE FARM INC.**

Per: \_\_\_\_\_  
Authorized Signatory

Per:  \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
**An Nam Trong Tran**

  
\_\_\_\_\_  
**Michael Santos**

\_\_\_\_\_  
**Tanya Marie Pascua**

\_\_\_\_\_  
**Antiem Tran**

\_\_\_\_\_  
**Tyrell Rohrer**

\_\_\_\_\_  
**Gustavo Gonzales**

\_\_\_\_\_  
**Patrick Estrella**

\_\_\_\_\_  
**Ron Enriquez**


\_\_\_\_\_  
**Kenny Leeds**


IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.


**DRINK FRESH WATER, LLC**

**NEW AGE FARM INC.**


Per:   
Authorized Signatory


Per:   
Authorized Signatory


  
**An Nam Trong Tran**


  
**Michael Santos**

  
**Tanya Marie Pascua**

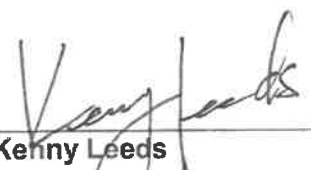
  
**Antiem Tran**

  
**Tyrell Rohrer**

  
**Gustavo Gonzales**

  
**Patrick Estrella**

  
**Ron Enriquez**

  
**Kenny Leeds**



**SCHEDULE "A"**  
**LIST OF VENDORS**

<b>Name</b>	<b>Company Shares</b>	<b>Purchased Shares</b>	<b>Consideration Shares to be Received</b>
Mike Santos			2,222,493
An Nam Trong Tran or company controlled by him			7,981,123
Tanya Marie Pascua			1,333,495
Antiem Tran			1,333,495
Tyrell Rohrer			888,997
Gustavo Gonzales			888,998
Patrick Estrella			533,399
Ron Enriquez			177,800
Kenny Leeds			177,800
<b>TOTAL</b>			<b>15,537,600</b>