LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is entered into as of April 19, 2018 ("Agreement Date"), by and between Bio Harvest Ltd., an Israeli company incorporated under the laws of the State of Israel, with a principal office at 3 Pekeris St. Rehovot 76702, Israel ("Bio Harvest"), and Dolarin Ltd., an Israeli company incorporated under the laws of the State of Israel, with a principal office at 3 Pekeris St. Rehovot 76702, Israel (the "Company"; each of the above are referred to herein as a "Party" and collectively as the "Parties").

BACKGROUND

WHEREAS, Bio Harvest owns the rights to certain Technology and intellectual property rights related thereto;

WHEREAS, Company is interested in developing and commercializing one or more Licensed Products, in the Field, that are covered by the Licensed Patent Rights;

WHEREAS, Company wishes to obtain certain licenses under the Licensed Patent Rights to develop and commercialize Licensed Products;

WHEREAS, Bio Harvest desired to have Licensed Products developed and commercialized to benefit the public and is willing to grant licenses hereunder; and

WHEREAS, Company has represented to Bio Harvest, in order to induce Bio Harvest to enter into this Agreement, that Company shall commit itself to the development and commercialization of Licensed Products, as set forth herein, so that public utilization shall result therefrom;

NOW, THEREFORE, the Parties hereto, intending to be legally bound, hereby agree as follows:

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means, with respect to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Party. For purposes of this definition, "control" and, with correlative meanings, the terms "controlled by" and "under common control with" means: (a) the possession, directly or indirectly, of the power to elect a majority of the members of the board of directors, or similar governing body, of a business entity, whether through the ownership of voting securities, or by contract relating to voting rights or corporate governance; or (b) the ownership, directly or indirectly, of 50% or more of the voting securities or other ownership interest of a business entity (or, with respect to a limited partnership or other similar entity, its general partner or controlling entity).

1.2 "Bankruptcy Event" means any of the following:

(a) the Company commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or

other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or consented to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or made a general assignment for the benefit of creditors, or failed generally to pay its debts as they become due, or took any corporate action to authorize any of the foregoing;

(b) an involuntary case or other proceeding has been commenced against the Company seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or seeking the exercise of a pledge or other encumbrance with respect to any material asset of the Company, and such involuntary case or other proceeding remains undismissed and unstayed for a period of sixty (60) days; or

(c) an order for relief has been entered against the Company under any bankruptcy, insolvency or other similar law now or hereafter in effect; or a receiver or trustee was appointed with respect to the Company or any material asset of the Company and such appointment is not discharged within a period of sixty (60) days thereof.

1.3 "Change of Control" means (a) a merger or consolidation of Company with a third party which results in the voting securities of Company outstanding immediately prior thereto ceasing to represent at least fifty percent (50%) of the combined voting power of the surviving entity immediately after such merger or consolidation, (b) a transaction or series of related transactions in which a third party, together with its Affiliates, becomes the owner of more than fifty percent (50%) of the combined voting power of Company's outstanding securities other than through issuances by Company of securities of Company in a bona fide financing transaction or series of related bona fide financing transactions, or (c) the sale or other transfer to a third party of all or substantially all of Company's assets or business to which this Agreement relates.

1.4 "Control" means, as to any Know-How, Patent Right or other intellectual property right, the possession (whether by ownership or license, other than by a license granted pursuant to this Agreement) by a Party or its Affiliates of the ability to grant to the other Party access, ownership, a license or a sublicense as required herein to such Know-How or Patent Right, without (a) violating the terms of any agreement or other arrangement with any Third Party in existence as of the time such Party or its Affiliates would be required hereunder to grant the other Party such access, ownership, license or sublicense, and (b) violating any law or regulation. Cognates of the word "Control" have their correlative meanings. Notwithstanding the foregoing, Bio Harvest shall not be deemed to Control any Know-How, Patent Right or other intellectual property right that Bio Harvest licenses from a Third Party following the Effective Date if (a) Bio Harvest would be required to make any payment in connection with the grant of, or Company's exercise of rights under, such Know-How, Patent Right or other intellectual property right hereunder and (b) Company does not agree in writing to make any such payment to such Third Party on behalf of Bio Harvest.

1.5 "Business Plan" means the plan for the development and commercialization of the Licensed Products, attached hereto as Exhibit A.

1.6 "Exploit" or "Exploitation" means to develop, having developed, make, have made, use, have used, manufacturing, having manufactured, sell, offer for sale, have sold, transfer, having transferred, modify, enhance, improve, import, export or commercialize Licensed Products.

1.7 "Field" means Cannabis as the active ingredient for prevention or treatment of human diseases, recreational or nutraceuticals uses.

1.8 "First Commercial Sale" shall mean the first sale of a Licensed Product by the Company, its Affiliate, any Sublicensee or its Affiliate, to an unaffiliated third party.

1.9 "Know-How" means any and all commercial, technical, scientific and other know-how and information, knowledge, technology, methods, processes, practices, formulae, instructions, skills, techniques, procedures, experiences, ideas, technical assistance, designs, drawings, assembly procedures, specifications, data and results (including biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, pre-clinical, clinical, safety, manufacturing and quality control data and know-how, including study designs and protocols), in all cases, whether or not confidential, proprietary, patentable, in written, electronic or any other form. Know-How shall exclude Patent Rights.

1.10 "Licensed Know-How" means currently existing, specific non-public Know-How Controlled by Bio Harvest and relevant to the Technology and its Exploitation within the Field, including Know-How, data, protocols, specifications, analyses, formulas, drawings, procedures, processes and other materials and any proprietary, tangible or intangible, not patent protected information, techniques, technology, practices, trade secrets, inventions, methods, processes, knowledge, ancillary materials, results and devices.

1.11 "Licensed Patent Rights" means the patents and patent applications set forth on Exhibit B attached hereto, including all counterparts and foreign equivalents thereof, and any and all (a) substitutions, divisional applications, renewals, continuations or continuations-in-part, registrations, and re-issue applications; (b) patents of addition, restorations, extensions, supplementary protection certificates, registration or confirmation patents, patents resulting from post-grant proceedings, re-issues and re-examinations; (c) other patents or patent applications claiming and entitled to claim priority to (i) any patent or patent application set forth on Exhibit B or specified in (a) or (b), or (ii) any patent or patent application from which a patent or patent application set forth on Exhibit B or specified in (a) or (b) claims and is entitled to claim priority; (d) all rights of priority attendant to any of the patents and patent applications listed in (a) through (c); and (e) in each case of (a) through (c), including all counterparts and foreign equivalents thereof that may be filed in any country in the world.

1.12 "Licensed Product" means any and all products and/or services Exploited by the Company, its Affiliates or Sublicensees by practicing the Technology (or any part or element thereof) within the Field.

1.13 "Net Sales" means the gross amount billed or invoiced by or on behalf of the Company, its Affiliates and their Sublicensees and the Sublicensees' Affiliates (in each case, the "Invoicing Entity"), or if not billed or invoiced the gross amount received by the Invoicing Entity, on the sales of the Licensed Products to either (i) Third Parties or (ii) to an Affiliate or Sublicensee of such Invoicing Entity not for the purpose of resale by such Affiliate or Sublicensee (in which case, Net Sales shall be equal to not less than the fair market value of the Licensed Products so transferred, assuming an arm's length transaction made in the ordinary course of business), *less* the following deductions to the extent

actually incurred by the Invoicing Entity and lawfully documented and specifically allocated to such sales and not previously deducted from the gross invoice price and not reimbursed by any Party: (a) customer freight or insurance charges, to the extent separately stated on the invoice; (b) to the extent separately stated on the invoices, any sales, value added or similar taxes, custom duties or other similar governmental charges levied directly on the sale, transportation, delivery or use of a Licensed Product that are paid by or on behalf of the Invoicing Entity, but not including any tax levied with respect to income sales taxes; (c) bad debt and uncollectible invoiced amounts that are actually written off, provided that in no event would the amounts deducted pursuant hereto exceed a half a percent (0.5%) of the gross amounts invoiced, and provided that if such written off amounts are subsequently received they will be included in Net Sales when received; (d) rebates and chargeback payments actually made and allowed to governmental entities or agencies and reimbursers; and (e) credits or allowances actually granted upon rejections or returns of previously sold Licensed Products; provided, that:

(i) Net Sales shall not include transfers of any Licensed Product for clinical studies or other research purposes on behalf of Licensee (without derogating from the consent required under Sections 2.2 through 2.4 below);

(ii) in the event that an Invoicing Entity receives non-cash consideration for any Licensed Products, or sells Licensed Products in a transaction not at arm's length, the Net Sales shall be calculated based on the fair market value of such consideration or transaction, assuming an arm's length transaction made in the ordinary course of business;

(iii) In the event an Invoicing Entity make any adjustments to such deductions after the associated Net Sales have been reported pursuant to this Agreement, the adjustments shall be reported and reconciled with the next report and payment of any royalties due; and

(iv) with respect to sales of any product containing a Licensed Product together with one or more active ingredients that are a Licensed Product (whether co-formulated or co-packaged) or a Licensed Product sold in combination with one or more other products or services for a single invoice price in a country, the amount that shall be deemed for purpose hereof as billed or invoiced on the sale of the Licensed Product included therein shall be that portion of the total amount billed or invoiced on such sale of combination product, which represents the relative contribution of the Licensed Product compared to the contribution of the other components in such combination product but in any event not less than the fair market price of such Licensed Product when sold independently, assuming an arm's length transaction made in the ordinary course of business on a country-by-country basis.

1.14 "Patent Challenge" means any direct or indirect dispute or challenge, or any knowing or willful assistance in the dispute or challenge, of the validity, patentability, scope, priority, construction, non-infringement, inventorship, ownership or enforceability of any Licensed Patent Right or any claim thereof, or opposition or assistance in the opposition of the grant of any letters patent within the Licensed Patent Rights, in any legal or administrative proceedings, including in a court of law, before the United States Patent and Trademark Office or other agency or tribunal in any jurisdiction, or in arbitration including, without limitation, by reexamination, *inter partes* review, opposition, interference, post-grant review, nullity proceeding, preissuance submission, third party submission, derivation proceeding or declaratory judgment action; provided, however, that the term Patent Challenge shall not include Company or its Affiliates being named as an essential party or real party in interest in any patent interference proceeding before the United States Patent and Trademark Office, so long as Company either abstains from participation in, or acts in good faith to settle, the interference.

1.15 "Patent Rights" means patents and patent applications, including all counterparts and foreign equivalents thereof, and any and all (a) substitutions, divisional applications, renewals, continuations or continuations-in-part, registrations, and re-issue applications; (b) patents of addition, restorations, extensions, supplementary protection certificates, registration or confirmation patents, patents resulting from post-grant proceedings, re-issues and re-examinations; (c) other patents or patent applications claiming and entitled to claim priority to (i) any patent or patent application specified in (a) or (b), or (ii) any patent or patent application from which a patent or patent application specified in (a) or (b) claims and is entitled to claim priority; (d) all rights of priority attendant to any of the patents and patent applications listed in (a) through (c); and (e) in each case of (a) through (c), including all counterparts and foreign equivalents thereof that may be filed in any country in the world

1.16 "Person" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other similar entity or organization, including a government or political subdivision, department or agency of a government.

1.17 "Prosecution" or "Prosecute" means the preparation, filing, prosecution, issuance and maintenance of Patent Rights, including continuations, continuations-in-part, divisionals, extensions, reexaminations, *inter partes* review, reissues, supplemental examinations, appeals, interferences, derivation proceedings, oppositions, all other proceedings before the United States Patent and Trademark Office (including the Patent Trial and Appeal Board) and foreign patent offices, and any judicial or other appeals of the foregoing. Cognates of the word "Prosecution" have their correlative meanings.

1.18 "Services Agreement" means that certain Services Agreement between the Company and Bio Harvest dated as of even date herewith.

1.19 "SPA" means that certain Share Purchase Agreement dated as of even date herewith, by and between the Bio Harvest and Midnight Star Ventures Corp, a British Columbia company.

1.20 "Sublicense" means an agreement or any other form of understanding in which the Company or (to the extent permitted hereunder) its Affiliate or Sublicensee or Sublicensee's Affiliate (a) grants or otherwise transfers any of the rights licensed thereto under this Agreement or rights that are relevant to Exploiting Licensed Products, (b) agrees not to assert such rights or to sue, prevent or seek a legal remedy for the practice of same, or (c) is under an obligation to grant, assign or transfer any such rights or non-assertion, or to forebear from granting or transferring such rights to any other Person, including by means of an option. Agreements expressly considered Sublicenses include licenses, option agreements, "lock up" agreements, right of first refusal agreements, non-assertion agreements, covenants not to sue, distribution agreements that grant or otherwise transfer any rights licensed to Company hereunder, or similar agreements. Excluded from this definition of "Sublicense" is an assignment of this Agreement in compliance with Section 12.10. For the avoidance of doubt, if a Sublicense is entered into pursuant to an option or similar agreement that is also a Sublicense, then the date of execution of the Sublicense shall be the execution date of the Sublicense that is an option or similar agreement, not the date of the exercise of the option or similar agreement.

1.21 "Sublicense Proceeds" means (a) any consideration received by or on behalf of the Company or its Affiliate or Sublicensee or Sublicensee's Affiliate in connection with a Sublicense, excluding any royalties received based on Net Sales of such Sublicensee. In the event that non-cash consideration is received as Sublicense Proceeds, Sublicense Proceeds shall be calculated based on the

fair market value of such non-cash consideration at the time of the transaction, and (ii) all other revenues of the Company and its controlled Affiliates.

1.22 "Sublicensee" means any Third Party to whom a Sublicense was granted.

1.23 "Technology" means the platform technology described in the Licensed Patent Rights, to commercially grow plant cells in liquid media to produce products in which the active ingredient of such plant cells remains in its natural structure.

1.24 "Third Party" means any Person that is not (i) Bio Harvest or an Affiliate thereof, or (ii) the Company or an Affiliate thereof.

1.25 "US$" or "$" means United States Dollar.

2. LICENSE

2.1. License Grant. Subject to the terms of this Agreement and Company's compliance therewith, Bio Harvest hereby grants to the Company, effective as of and subject to the consummation of the Closing (as defined in the SPA), if and when occurs (the "Effective Date"), an exclusive, nontransferable (except as provided below), worldwide, irrevocable during the Term hereof, royalty-bearing license, in and to the Licensed Know-How, Licensed Patent Rights and Technology, for the sole purpose of Exploiting Licensed Products in the Field during the term of this Agreement (the "License"). The License is provided on an as-is basis without warranties by Bio Harvest with respect thereto, either express or implied.

2.2. Affiliates. If Company desires to exercise or perform any of the rights or obligations that Company may have under this Agreement by one or more of Company's Affiliates, Company shall be entitled to do so after obtaining the prior written consent of Bio Harvest to such exercise or performance, and provided that (a) such Affiliate shall agree in in writing in advance to be bound by the terms and conditions of this Agreement as if it were Company hereunder, including specific acknowledgment that Bio Harvest is an intended third party beneficiary of such agreement; (b) Company shall require such Affiliate to indemnify, defend and hold harmless Indemnified Parties and to carry insurance under the same terms as are set forth in Section 11 of this Agreement; (c) no such Affiliate shall be entitled to grant, directly or indirectly, to any Person any right of whatever nature under, or with respect to, or permitting any use or exploitation of the Technology, Licensed Patent Rights or Licensed Know-How; (d) any act or omission by an Affiliate of Company shall be deemed an act or omission by Company hereunder, and Company shall be responsible for each of its Affiliates complying with all obligations of Company under this Agreement (including without limitation all restrictions placed on Company herein); and (e) any assumption of rights or obligations by Affiliates of Company under this Agreement shall not relieve Company of any of its obligations under this Agreement.

2.3. Subcontractors. If Company desires to exercise or perform any of the rights or obligations that Company may have under this Agreement by subcontracting the exercise or performance of all or any portion of such rights and obligations on Company's behalf, Company shall be entitled to do so after obtaining the prior written consent of Bio Harvest, and provided that (a) such contract service providers obtain no rights in or to Technology, Licensed Patent Rights or Licensed Know-How; (b) any subcontract granted or entered into by Company as contemplated by this Section 2.3 of the exercise or performance of all or any portion of the rights or obligations that Company may have under

this Agreement shall not relieve Company from any of its obligations under this Agreement; (c) any act or omission by a subcontractor of Company shall be deemed an act or omission of Company hereunder; and (d) Company shall be responsible for each of its subcontractors complying with all obligations of Company under this Agreement (including without limitation all restrictions placed on Company herein).

2.4. Sublicenses. If Company desires to grant Sublicenses under the rights granted to in Section 2.1, Company shall be entitled to do so after obtaining the prior written consent of Bio Harvest to such a Sublicense, and provided that such Sublicense is made at arm's length bona fide terms and subject to the other terms of this Section 2.4. Company shall ensure that any Sublicense shall be on terms and conditions in compliance with and not inconsistent with the terms of this Agreement. The Sublicense agreement may not be assigned or further sublicensed by the Sublicensee without the prior written consent of Bio Harvest. Any such permitted sublicensing shall not relieve the Company of any of its obligations under this Agreement, and any act or omission of a Sublicensee which would be a breach of this Agreement if performed by Company shall be deemed to be a breach by Company of this Agreement. All Sublicenses shall automatically terminate effective upon termination of this Agreement. The Company shall provide Bio Harvest with a fully-executed copy of such Sublicense agreement promptly after execution of such Sublicense. Any Sublicense shall require a written agreement, which shall be subject and subordinate to the terms and conditions of this Agreement, and shall contain terms sufficient to enable Company to comply with this Agreement, including the following: (a) a requirement that Sublicensee indemnify, defend and hold harmless the Indemnified Parties, and carry insurance, under the same terms as are set forth in Section 11 of this Agreement; (b) a statement that Bio Harvest is an intended third party beneficiary of such Sublicense for the purpose of enforcing all patent challenge, indemnification and insurance provisions of such Sublicense and enforcing the right to terminate such Sublicense for breach of such provisions; (c) a provision stating that in the event Sublicensee directly or indirectly brings, assumes, or participates in, or knowingly, willfully or recklessly assists in bringing, a Patent Challenge then Company shall be entitled to terminate the Sublicense; (d) a provision specifying that, in the event of termination of the licenses set forth in Section 2.1 in whole or in part, any existing Sublicense agreement shall terminate to the same extent of such terminated license; (e) a provision specifying that Sublicensee may not sublicense its rights under such Sublicense other than as may be agreed in writing by Bio Harvest, and that such sub-sublicenses are subject to all restrictions on the granting of Sublicenses herein; (e) a provision requiring Sublicensee to comply with Section 11.1 of this Agreement; and (g) a provision prohibiting the Sublicensee from assigning the Sublicense agreement without the prior written consent of Bio Harvest.

2.5. Reservation of Rights; No Other Grant of Rights. Notwithstanding anything under this Agreement to the contrary, the License is subject to Bio Harvest's reservation of the rights to make, use and practice the Technology and the Licensed Patent Rights outside the Field with no limitations or restrictions. Except as expressly provided herein, nothing in this Agreement shall be construed to confer any ownership interest, license or other rights upon Company or its Affiliates or Sublicensees by implication, estoppel or otherwise as to any technology, intellectual property, products or biological materials of Bio Harvest or any other entity, regardless of whether such technology, intellectual property, products or biological materials are dominant, subordinate or otherwise related to any Licensed Patent Rights.

3. SERVICES

3.1. Concurrently with the execution of this Agreement, the Parties have entered into a Services Agreement with respect to certain services to be performed by Bio Harvest in accordance with the provisions thereof.

3.2. Any Future IP developed, created or conceived by Bio Harvest alone or together with the Company pursuant to such Services Agreement shall be deemed to be part of the Technology that may be Exploited by the Company within the Field pursuant to the License.

4. DEVELOPMENT AND DILIGENCE

4.1. The Company shall use commercially reasonable efforts and shall cause its Affiliates and Sublicensees to use commercially reasonable efforts, including funding consistent therewith, (a) to research and develop Licensed Products within the Field, (b) to introduce Licensed Products within the Field into the commercial market, (c) to market, sell, support, service and otherwise create income and value out of, Licensed Products within the Field following such introduction into the market and to make such Licensed Product reasonably available to the public. In addition, Company shall use commercially reasonable efforts to achieve the diligence milestones for the development and commercialization of such Licensed Products, as set forth in the Business Plan ("Business Milestones") within the respective time periods specified in the Business Plan for such Business Milestones.

4.2. Within thirty (30) days after the end of each calendar quarter, the Company shall furnish Bio Harvest with a written report summarizing its, its Affiliates' and its Sublicensees' efforts during the preceding calendar quarter to develop and commercialize the Licensed Product(s), including, without limitation, research and development activities, including information regarding specific Licensed Products in development and their intended applications, status of applications for regulatory approvals, marketing and other commercialization efforts, and such additional information as reasonably required by Bio Harvest. The report shall also include a summary of intended efforts for the then current calendar quarter. The report shall be written in sufficient detail to allow Bio Harvest to assess whether Company is in compliance with its obligations under Section 4.1.

5. CONFIDENTIALITY; LIMITED USE OF NAMES;

5.1. "Confidential information" means any information, documents or other materials in connection with this Agreement or the Services Agreement (or the transactions contemplated hereby or thereby) which Company or Bio Harvest, as the case may be (the "Disclosing Party") identifies or marks as confidential or proprietary at the time it is delivered to the other Party (the "Receiving Party") or is of such a nature as would be understood by a reasonable person to be confidential or proprietary. Any information related to the Technology or the Prosecution of Licensed Patent Rights shall be deemed as Confidential Information of Bio Harvest. The terms of this Agreement constitute the Confidential Information of both Parties.

5.2. The Receiving Party shall maintain in confidence and not disclose to any other party any Confidential Information of the Disclosing Party and shall not use any Confidential Information for any purpose other than for the purposes of the performance of this Agreement (this includes, but is not limited to, the Company's actions and activities in general for the development and commercialization

of the Licensed Products based on the Technology), and except when such disclosure is legally required. Each Party shall take all reasonable steps to protect the Confidential Information of the other Party with the same degree of care used to protect its own confidential or proprietary information. The Receiving Party shall ensure that its employees, consultants, contractors and agents have access to Confidential Information of the Disclosing Party only on a need-to-know basis and are bound by an obligation of confidentiality and restriction of use similar to the terms hereof, provided that in any event, the Receiving Party shall remain liable for any acts or omissions by its or its Affiliates' or employees, consultants, contractors and agents with respect to the Confidential Information of the Disclosing Party. The foregoing obligations shall not apply to information which the Receiving Party can prove to be:

(a) information that is known to the Receiving Party or independently developed by the receiving Party prior to the time of disclosure without use of or reference to the other Party's Confidential Information, in each case, to the extent evidenced by contemporaneous written records;

(b) information that is independently developed by the Receiving Party at or after the time of disclosure without use of or reference to the other Party's Confidential Information, to the extent evidenced by contemporaneous written records;

(c) information disclosed to the Receiving Party by a Third Party that had a right to make such disclosure; or

(d) information that is publicly disclosed at or prior to the time of disclosure hereunder or becomes patented, published or otherwise known to the general public as a result of rightful acts by any Person other than the Receiving Party, and except through breach of this Agreement by the receiving Party, its employees, agents, successors or assigns.

5.3. Permitted Disclosures. Notwithstanding Section 5.2, either Party may disclose Confidential Information of the other Party to such Party's Affiliates and (a) (i) its and their prospective and actual Sublicensees (subject to the permission required under Section 2.2) for any purpose provided for in this Agreement; (ii) solely the economic terms of this Agreement – to its and their prospective and actual acquirers, investors, lenders and underwriters in connection with such Party's or its Affiliates' financing activities; and (iii) its and their employees, consultants, agents, and advisors; in each of clauses (i) through (iii), on a need to know basis and provided that each of the aforementioned parties, prior to disclosure, must be bound by written obligations of confidentiality and non-use of substantially equivalent or greater scope and duration than those set forth in this Section 5; and (b) its and their accountants and lawyers, on a need to know basis, each of whom prior to disclosure must be bound by written or legally enforceable professional ethical obligations of confidentiality and non-use of substantially equivalent or greater scope and duration than those set forth in this Section 5; provided that, the scope of Confidential Information that may be disclosed to any Person under this Section 5.3 is limited to the terms of this Agreement and any notices given hereunder and not any other Confidential Information of such other Party unless otherwise agreed to in writing by such other Party. In addition, notwithstanding Section 5.2, either Party may disclose Confidential Information of the other Party to the extent such disclosure is reasonably necessary in the following instances set forth below (in any such event, to the extent legally practicable, the receiving Party shall (i) give reasonable advance notice to the other Party of such disclosure; and (ii) take reasonable steps to avoid or minimize the scope of such disclosure by securing confidential treatment of such Confidential Information prior to its disclosure (whether through protective orders or otherwise):

(a) prosecuting or defending litigation in accordance with this Agreement;

(b) making filings with the British Columbia Securities Commission or any foreign equivalent, any stock exchange or market, or any regulatory authorities, which shall include publicly disclosing or filing this Agreement as a "material agreement" in accordance with applicable law or applicable stock exchange regulations; and

(c) complying with applicable laws, rules, regulations or orders requiring submission of such information to governmental authorities, including disclosures ordered by regulatory authorities, courts of competent jurisdiction or other government authorities or agencies.

(d) Furthermore, a disclosure by the Receiving Party of Confidential Information in response to a valid order by a court or other governmental body, or as otherwise required by law, and to such extent necessary, shall not be considered to be a breach of this Agreement, provided, however, that the Receiving Party shall provide the Disclosing Party with prompt prior written notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent or contest such disclosure.

5.4. In addition to and without derogating from the foregoing, Company shall not, and shall ensure that its Affiliates and Sublicensees shall not, use or register or make mention of the names or trademarks of Bio Harvest, or any variation, adaptation or abbreviation thereof (alone or as part of another name), or of any scientists or other employees of Bio Harvest, or any logos, seals, insignia or other words, names, symbols or devices that identify any of the foregoing, for any purpose except with the prior written approval of, and in accordance with restrictions required by, Bio Harvest.

5.5. Notwithstanding the provisions above, Company shall not be prevented from mentioning the name of Bio Harvest, and/or any scientists or other employees of the foregoing or from disclosing any information if, and to the extent that, such mention or disclosure is to competent courts or governmental authorities for the purposes of obtaining approval or permission for the exercise of the Licensed Patent Rights, or in the fulfillment of any legal duty owed to any competent governmental authority.

5.6. Bio Harvest shall not be obligated to accept any Confidential Information from the Company and the Company shall not be obligated to provide Confidential Information except as required under this Agreement.

5.7. No termination of this Agreement, for whatever reason, shall release the Parties from any of their obligations under this Section 5 and such obligations shall survive any termination as aforesaid. Upon termination of this Agreement for any reason, the Receiving Party shall cease to use any Confidential Information of the Disclosing Party, except for the sole purpose of monitoring its compliance with the terms of this Agreement.

5.8. The Parties acknowledge that a breach of this Section 5 may cause extensive and irreparable harm and damage and agree that the appropriate party shall be entitled to injunctive relief to prevent use or disclosure of the Confidential Information not authorized by this Agreement, in addition to any other remedy available to that party under applicable law.

6. CONSIDERATION FOR GRANT OF LICENSE

6.1. Issuance of Equity. As partial consideration for the rights and licenses granted hereunder, the Company shall issue to Bio Harvest, upon the Effective Date, 900,000 ordinary shares of the Company, of no nominal value (the "Consideration Shares").

6.2. Down-Payment. The Company shall pay to Bio Harvest an amount of $160,000 in 16 equal monthly payments of $10,000 each, commencing on the Effective Date (the Company shall credit any payment that Bio Harvest actually receives pursuant to this Section 6.2 against future Royalties' payments ((if and when due by the Company to Bio Harvest hereunder)).

6.3. Milestone Payment. Company shall pay Bio Harvest an amount of $840,000 ("Milestone Payment") upon the beginning of the construction by the Company, its Affiliate or any Sublicensee of the first manufacturing facility of the Licensed Product ("Manufacturing Milestone Event"). Company shall report to Bio Harvest promptly upon occurrence of the Manufacturing Milestone Event. The Milestone Payment shall be paid by the Company in six (6) equal monthly installments of US $140,000 each, commencing on the date of occurrence of such Manufacturing Milestone Event; provided that if, during the period from the Effective Date until such Manufacturing Milestone Event date, the Company and/or its Affiliates shall have received, billed, invoiced, raised or otherwise generated, including pursuant to the exercise of any options, warrants or other convertible rights, or otherwise, a total amount that, when combined with the aggregate amount of Net Sales invoiced by the Company, its Affiliates and their Sublicensees and Sublicensees' Affiliates, is less than US $5 million in the aggregate ("Financial Condition"), then the Milestone Payment shall remain due but become payable upon the time such Financial Condition is met or upon occurrence of a Change of Control or Bankruptcy Event, whichever comes first. Bio Harvest shall credit any Milestone Payment that Bio Harvest actually receives pursuant to this Section 6.3 against future Royalties' payments (if and when due by the Company to Bio Harvest hereunder).

6.4. Royalties. The Company shall pay to Bio Harvest running royalties ("Royalties") on the aggregate Net Sales of Licensed Products at the rate of 12%, within thirty (30) days following the last day of the calendar quarter in which such Net Sales accrue.

6.5. Sublicense Fees. The Company shall pay to Bio Harvest 12% of any Sublicense Proceeds (the "Sublicense Fees"), within thirty (30) days following the last day of the calendar quarter in which such Sublicense Proceeds accrue.

6.6. All payments due under this Agreement shall be paid in U.S. Dollars. Conversion of foreign currency to U.S. Dollars shall be made as of the last working day of the applicable calendar quarter at the applicable conversion rate existing in the United States (as reported in the *Wall Street Journal*) or, solely with respect to Sublicenses, at another commercially reasonable, publicly available, applicable conversion rate as may be provided in a Sublicense.

6.7. Any payments to be made under this Agreement that are not paid on or before the date such payments are due under this Agreement, shall bear interest at the rate of one point five percent (1.5%) per month, accrued from the due day for such payment due until the date of actual payment. Any such overdue payment when made shall be accompanied by all interest so accrued.

6.8. All amounts to be paid to Bio Harvest pursuant to this Agreement are exclusive of any value added taxes (if applicable), which shall be added to such payments, and shall be without

deduction of exchange, collection, or other charges, and, specifically, without deduction of withholding or similar taxes or other government imposed fees or taxes.

7. REPORTS; RECORDS AND AUDIT

7.1. The Company shall inform Bio Harvest in writing of (i) the occurrence of each First Commercial Sale with respect to each Licensed Product in each country, within fourteen (14) days after occurrence of each such First Commercial Sale, and (ii) the first Sublicense Proceeds within fourteen (14) days after such first Sublicense Proceeds have accrued.

7.2. Within 30 days after the end of each calendar quarter, commencing with the first calendar quarter in which a First Commercial Sale of a Licensed Product occurs or in which Sublicense Proceeds first accrue, the Company shall deliver to Bio Harvest a report in a form reasonably approved by Bio Harvest, showing the quantities of Licensed Products sold or otherwise transferred by Invoicing Entities during the applicable calendar quarter, the gross amount billed or invoiced for Licensed Products sold or so otherwise transferred, a calculation of Net Sales for the applicable calendar quarter including an itemized listing of allowable deductions, a reasonably detailed accounting of all Sublicense Proceeds accrued during the applicable calendar quarter, and the total amount payable to Bio Harvest in U.S. Dollars on Net Sales and Sublicense Proceeds for the applicable calendar quarter, together with the exchange rates used for conversion. Each such report shall be certified on behalf of Company as true, correct and complete in all material respects with respect to the information so required to be included. If no amounts are due to Bio Harvest for a particular calendar quarter, the report shall so state. Together with the delivery of each such report, Company shall pay to Bio Harvest the Royalties and Sublicense Fees due pursuant to this Agreement in respect of such applicable calendar quarter.

7.3. Company shall maintain, and shall cause its Affiliates and Sublicensee to maintain, complete and accurate records relating to the use, research, development and commercialization of the Licensed Products, including records of activities conducted to meet the diligence obligations under this Agreement, and complete and accurate records of Licensed Products that are made, used, marketed, offered for sale or sold or otherwise transferred in relation to such Licensed Products, and of all sublicense arrangements under this Agreement and all accrued Sublicense Proceeds, which records shall contain sufficient information to permit Bio Harvest to confirm the accuracy of any reports or notifications delivered under this Agreement. Company, its Affiliates or its Sublicensees, as applicable, shall retain the aforesaid records relating to a given calendar year for a period of at least seven (7) years after the conclusion of that calendar year.

7.4. Bio Harvest shall have the right, exercisable once during every calendar year, to cause an independent, certified public accountant (or, in the case of a non-financial audit, other appropriate auditor) chosen by Bio Harvest and reasonably acceptable to the Company to inspect and audit said records, during normal business hours, as may be reasonably necessary for such accountant to verify the accuracy of any reports and payments delivered under this Agreement (which, for clarity, shall include any reports and payments from Sublicensees) and Company's compliance with the terms hereof. The Parties shall reconcile any underpayment within thirty (30) days after the accountant delivers the results of the audit; provided, that if such audit reveals an overpayment by the Company, it shall credit such overpayment against any subsequent payment due to Bio Harvest under this Agreement. In the event that any audit performed under this Section 7.4 reveals an underpayment in excess of five percent (5%) in any calendar year, Company shall bear the costs and expenses incurred by Bio Harvest in connection with such audit. Company shall cause its Affiliates and Sublicensees to

fully comply with the terms of this Section 7.4. For purposes of the aforesaid audit, the Company shall only be required to provide information that is directly relevant to such audit, and any such audit must be conducted during regular working hours. Company may require the auditor to sign a customary nondisclosure agreement prior to undertaking any such inspection.

8. TERM AND TERMINATION

8.1. This Agreement shall commence on the Agreement Date, and the rights and obligations of the Parties hereunder shall become effective on the Effective Date, and shall continue perpetually unless terminated as provided in this Section 8.

8.2. In the event that either Party breaches any of its material obligations under this Agreement, the Service Agreement or any of the Transaction Documents (as defined in the SPA) and fails to cure such breach within 45 days after receiving written notice thereof from the other Party, the other Party may terminate this Agreement immediately upon written notice to the Party in breach.

8.3. Bio Harvest shall be entitled to immediately terminate this Agreement upon written notice to Company, (i) if Company or any Affiliates or Sublicensees directly or indirectly brings, assumes or participates in, or knowingly or willfully assists in bringing a Patent Challenge, (ii) in the event of a Material Breach pursuant to the SPA (as this term is defined in the SPA); (iii) if Company becomes subject to a Bankruptcy Event; (iv) in the event of a termination of the SPA for any reason whatsoever, or (v) in the event of dissolution or cessation of operations of the Company.

8.4. Either Party's right of termination in this Section 8 shall be in addition and without prejudice to, and shall not constitute a waiver of, any other right or remedy such Party may have at law, in equity or under this Agreement.

8.5. Upon termination of this Agreement pursuant to this Section 8, the rights and licenses granted to the Company under Section 2 and all then existing Sublicenses shall automatically terminate, all rights in and to and under the Technology shall revert to Bio Harvest, and neither the Company nor its Affiliates or Sublicensees shall be entitled to make any further use or Exploitation whatsoever of or practice the Technology, nor Exploit any Licensed Products.

8.6. Termination of this Agreement shall not relieve the Parties of obligations accruing prior to such termination or expiration, including obligations to pay amounts accruing hereunder up to the effective date of termination or expiration.

8.7. The Parties' respective rights, obligations and duties under this Section 8 and under Sections 2.5, 5, 6.7, 6.8, 7.3, 7.4, 8.4 through 8.7, 9.1, 11 and 12 shall survive any termination or expiration of this Agreement.

9. PATENT FILING, PROSECUTION AND MAINTENANCE

9.1. Without derogating from the provisions of Section 3.2 above, Bio Harvest shall own and retain all right, title, and interest in and to any and all information, inventions, Know-How and intellectual property that are conceived, discovered, developed, or otherwise made by or on behalf of Bio Harvest or the Company or any of their respective Affiliates and Sublicensees, whether solely or

jointly with any of the foregoing Persons, in connection with or as a result of the activities conducted, or exercise of any of the rights or licenses, under or in connection with this Agreement, or that are related to or derived from the Technology or the Licensed Patent Rights, whether or not patented or patentable, and any and all Patent Rights and other intellectual property rights with respect thereto (the "Future IP"). The Company shall, without additional compensation, cooperate to make any necessary assignments to fully effect the ownership provided for in this Section 9.1.

9.2. Promptly after the Effective Date, the Company shall reimburse Bio Harvest, against appropriate supporting invoices, for out-of-pocket expenses previously incurred by Bio Harvest in the Prosecution of the Licensed Patent Rights prior to the date hereof, in an aggregate reimbursement amount of $20,000.

9.3. Bio Harvest shall be responsible for the Prosecution of the Licensed Patent Rights and any other registered industrial rights and copyrights, and the Company shall reimburse Bio Harvest for all documented out-of-pocket expenses incurred in such Prosecution of the Licensed Patent Rights and any other registered industrial rights and copyrights after the execution of this Agreement within thirty (30) days after the date of each invoice from Bio Harvest. All non-public information disclosed by Bio Harvest or its outside patent counsel to Company regarding Prosecution of the Licensed Patent Rights, including information regarding analyses or opinions of Third Party intellectual property, shall be deemed Confidential Information of Bio Harvest.

9.4. To the extent commercially feasible and consistent with prevailing business practices, Company shall, and shall cause its Affiliates and Sublicensees to, mark all Licensed Products manufactured or sold under this Agreement with the number of each issued patent under the Licensed Patent Rights that applies to such Licensed Product.

9.5. Infringement and Litigation

(a) In the event either Party becomes aware of any possible or actual infringement of the Technology or any Licensed Patent Rights, that Party shall promptly notify the other Party and provide it with details regarding such infringement. The Parties shall consult one another in a timely manner concerning any appropriate response to the infringement.

(b) In the event that such infringement is with respect to a product which is competitive or may be competitive or substitute to any Licensed Product, then the Company shall have the first right to prosecute such infringement at its sole expense; provided that, prior to initiating action in connection with such infringement, Company shall provide Bio Harvest with the underlying facts demonstrating that there is a good faith basis for so doing. The Company shall use commercially reasonable diligence in prosecuting such infringement. The Company shall not settle any such suit in a manner that imposes any obligations or restrictions on Bio Harvest or compromises the Technology and the Future IP, without the prior written consent of Bio Harvest. If Company does not take action in the prosecution, prevention, or termination of any such infringement within ninety (90) days after receipt of notice of the existence of an infringement, Bio Harvest may elect to do so at its sole expense. In the event of infringement of the Technology with respect to a product which is not competitive to any Licensed Product, Company may not prosecute such infringement and Bio Harvest shall have the right to prosecute such infringement at its sole expense. Additionally, each Party shall, at the request and expense of the other Party, join the other Party (including as plaintiff or co-plaintiff) in any claim or suit for infringement of the Technology or Future IP to the extent such assistance or participation is necessary or advisable.

(c) From any consideration received by the Company or Bio Harvest from any prosecution of infringement, the Parties will be reimbursed pro rata for all attorneys' fees and expenses incurred by each Party in respect of such claim or suit; and the remainder will be retained by the Party that controlled the claim provided that any sums recovered and awarded to the Company shall be included in the calculation of the Sublicense Fees payable to Bio Harvest.

(d) Subject to the aforementioned obligations, in any action to enforce the Technology or Future IP, either Party, at the request and expense of the other Party, shall cooperate to the fullest extent reasonably possible. This provision shall not be construed to require either Party to undertake any activities, including legal discovery, at the request of any third party, except as may be required by lawful process of a court of competent jurisdiction.

10. REPRESENTATIONS AND WARRANTIES

10.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that, as of the Effective Date: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement, (ii) execution of this Agreement and the performance by such Party of its obligations hereunder have been duly authorized, (iii) this Agreement has been duly executed and delivered on behalf of such Party, and is legally binding and enforceable on each Party in accordance with its terms, and (iv) the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement to which such Party is a party, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over such Party.

10.2. Bio Harvest represents and warrants to the Company that:

(a) there are no pending or threatened opposition, interference, reexamination or cancellation proceedings involving, and no arbitrations, mediations or lawsuits that include allegations of infringement, misappropriation, other violation, validity or enforceability of, the Licensed Know-How, Licensed Patent Rights and Technology, in each case, which have been instituted in writing to Bio Harvest; and

(b) all necessary maintenance fees required to be paid by Bio Harvest in any jurisdiction in order to maintain the Licensed Patent Rights licensed to Company hereunder, and which are due as of the Effective Date, have been paid.

10.3. The Company undertakes to Bio Harvest that:

(a) it shall not engage in any activities that use the Licensed Know-How, Licensed Patent Rights and Technology in a manner that is outside the scope of the license rights granted to it hereunder;

(b) The Company's free, unrestricted, undesignated and unencumbered available net cash amount as of immediately following the Effective Date (including by way of designation of amounts existing in its then parent company Midnight Star Ventures Corp) is at least US$ $1,538,476 to develop the Licensed Products in accordance with the terms of this Agreement and the Services Agreement.

10.4. The representations and warranties of the Company and Bio Harvest contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and shall remain

in full force and effect for a period of 12 months after the Effective Date, provided, however, that no limitation shall apply with respect to any Party's fraud.

11. DISCLAIMER; INDEMNIFICATION; INSURANCE; LIABILITY

11.1. Compliance with Laws. Company shall comply, and ensure that its Affiliates and Sublicensees comply, with all local, state, federal and international laws and regulations applicable to the Exploitation of Licensed Products. Company hereby agrees that it bears sole responsibility for any violation of such laws and regulations by itself or its Affiliates or Sublicensees, and that it shall indemnify, defend, and hold harmless the Indemnified Parties (as defined in, and in accordance with Section 11.3) for the consequences of any such violation.

11.2. Disclaimer

(a) NOTHING CONTAINED HEREIN SHALL BE DEEMED TO BE A WARRANTY BY BIO HARVEST THAT IT CAN OR WILL BE ABLE TO OBTAIN PATENTS ON PATENT APPLICATIONS INCLUDED IN THE LICENSED PATENT RIGHTS, OR THAT ANY OF THE LICENSED PATENT RIGHTS WILL AFFORD ADEQUATE OR COMMERCIALLY WORTHWHILE PROTECTION. BIO HARVEST MAKES NO WARRANTIES WHATSOEVER AS TO THE COMMERCIAL OR SCIENTIFIC VALUE OF THE LICENSED PATENT RIGHTS

(b) BIO HARVEST MAKES NO REPRESENTATION THAT THE PRACTICE OF THE LICENSED PATENT RIGHTS OR THE DEVELOPMENT, MANUFACTURE, USE, SALE OR IMPORTATION OF ANY PRODUCT, OR ANY ELEMENT THEREOF, WILL NOT INFRINGE ANY PATENT OR PROPRIETARY RIGHTS OF A THIRD PARTY.

(c) UNLESS OTHERWISE SPECIFICALLY STATED HEREIN, NEITHER BIO HARVEST NOR ANYONE ON ITS BEHALF MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING ANY TECHNOLOGY, PATENTS, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, ANY AND ALL OF WHICH ARE PROVIDED ON AN AS-IS AS-AVAILABLE BASIS, AND BIO HARVEST HEREBY DISCLAIMS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, VALIDITY, ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, WITH RESPECT TO ANY AND ALL OF THE FOREGOING.

11.3. Indemnification.

(a) The Company shall, and shall cause its Affiliates and Sublicensees to, defend, indemnify and hold harmless Bio Harvest and each of its and their respective current and former Affiliates, trustees, officers, directors, affiliated investigators and researchers, agents and employees, and their respective successors, heirs and assigns (collectively, the "Indemnified Parties"), from and against any and all claim, suit, investigation, action, demand, judgment and related liabilities, costs, expenses, damages, deficiencies, losses or obligations of any kind or nature (including reasonable attorneys' fees and expenses of litigation or defense) (collectively, "Liabilities"), to the extent arising out of, or otherwise relating to (i) the Exploitation by the Company or any of its Affiliates or its or their respective Sublicensees of the Technology or any Licensed Product, except to the extent reasonably attributable to any material breach by Bio Harvest of the representation made pursuant to Section 10.2(a); or (ii) any cause of action relating to product liability concerning any product or

process made, used, sold or performed by the Company or any of its Affiliates or its or their respective Sublicensees (collectively, "Claims").

(b) Bio Harvest shall defend, indemnify and hold harmless the Company and each of its Indemnified Parties, from and against any and all Liabilities arising out of, or otherwise relating to Bio Harvest's breach of any of the representations or warranties set forth in Sections 10.1 or 10.2; *except* to the extent reasonably attributable to any material breach by the Company of this Agreement, or to the extent Company has an indemnification obligation to Bio Harvest pursuant to Section 11.3(a); provided, that NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT WITH RESPECT TO FRAUD BY BIO HARVEST, IN NO EVENT SHALL BIO HARVEST'S LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE CAP, REGARDLESS OF WHETHER THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR THE TYPE OF CLAIM, CONTRACT OR TORT (INCLUDING NEGLIGENCE). "Cap" means the 50% of the total cash amounts (i) actually paid by the Company to Bio Harvest pursuant to this Agreement and (ii) actually received by Bio Harvest from the sale of any of the Consideration Shares (or from the sale of any shares issued in exchange for such Consideration Shares, if the Consideration Shares are sold for shares of another corporate entity, if and when sold), up to an aggregate CAP sum (for clauses (i) and (ii) together) of $1,300,000.

(c) Each of the indemnifying parties (i.e. the Company, its Affiliates and its Sublicensees pursuant to Section 11.3(a) or Bio Harvest pursuant to Section 11.3(b)) are referred to as "Indemnitor" below.

(d) The Indemnified Party shall provide Company or Bio Harvest, as the case may be, with prompt written notice of any Claim for which indemnification is sought under this Agreement. Indemnitor agrees, at its own expense, to provide attorneys reasonably acceptable to the Indemnified Parties to defend against any such Claim. The Indemnified Parties shall cooperate with Indemnitor, at Indemnitor's expense, in such defense and shall permit Indemnitor to conduct and control such defense and the disposition of such Claim (including without limitation all decisions relative to litigation, appeal, and settlement); provided, however, that any Indemnified Party shall have the right to retain its own counsel, at the expense of Indemnitor, if representation of such Indemnified Party by the counsel retained by Indemnitor would be inappropriate because of actual or potential differences in the interests of such Indemnified Party and any other party represented by such counsel. Indemnitor agrees to keep counsel(s) for Indemnified Parties informed of the progress in the defense and disposition of such Claim and to consult with the Indemnified Parties with regard to any proposed settlement. Indemnitor shall not settle any Claim that has an adverse effect on the rights of any Indemnified Party hereunder or that admits any liability by or imposes any obligation or limitation on any Indemnified Party without the prior written consent of such Indemnified Party, which consent shall not be unreasonably withheld or delayed. An Indemnified Party may not settle any Claim without the prior written consent of an Indemnitor, which consent shall not be unreasonably withheld or delayed. If an Indemnitor fails or declines to assume the defense of any such claim or action within thirty (30) days after notice thereof, an Indemnified Party may assume the defense of such claim or action at the risk of an Indemnitor, and any Liabilities related thereto shall be conclusively deemed a liability of the Indemnitor.

11.4. Insurance. The Company shall procure and maintain insurance coverage by reputable insurers as customary to companies and activities of the type and nature applicable to the Company from time to time and shall include Bio Harvest and the Indemnified Parties as additional insureds

under said insurance policies. Company shall maintain such insurance beyond the expiration or termination of this Agreement during a reasonable period thereafter.

11.5. IN NO EVENT SHALL A PARTY, OR ANY OF ITS AFFILIATES, TRUSTEES, DIRECTORS, OFFICERS, RESEARCHERS, AGENTS OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, REVENUES, DATA, OR USE), REGARDLESS OF WHETHER SUCH PARTY SHALL HAVE KNOWN OF THE POSSIBILITY OF THE FOREGOING OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. ADDITIONAL PROVISIONS

12.1. No Security Interest. Company shall not enter into any agreement under which Company grants to or otherwise creates in any Third Party a security interest in this Agreement or any of the rights granted to Company herein. Any grant or creation of a security interest purported or attempted to be made in violation of the terms of this Section 12.1 shall be null and void and of no legal effect.

12.2. Entire Agreement. This Agreement (including any exhibits and schedules attached hereto) is the sole agreement with respect to the subject matter hereof and except as expressly set forth herein, supersedes all other agreements and understandings between the Parties with respect to the same.

12.3. Notices. Any notice and other communication required or permitted to be given to a Party pursuant to this Agreement will be in writing, mailed by expedited delivery or certified mail, postage prepaid, or prepaid express courier service, transmitted by facsimile or email, or otherwise delivered by hand, addressed to such Party's address as set forth below or at such other address as such other Party may designate in accordance with this Section 12.3, and will be effective and deemed given to such Party on the earliest of the following: (a) the date of personal delivery (or refusal to accept); (b) one (1) Business Day after transmission via email (except where a notice is received stating that such email has not been successfully delivered) or facsimile (with electronic confirmation of delivery); (c) one (1) Business Day after deposit with a return receipt express courier service; or (d) three (3) Business Days after deposit in local mail for registered or certified mail:

If to Bio Harvest:

Bio Harvest Ltd.
3 Pekeris St.
Rehovot 76702
Israel
Facsimile: +972-72-2221909
Attn: Chief Executive Officer
e-mail: yochi.hagay@bioharvest.com

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

Meitar Liquornik Geva Leshem Tal, Law Offices
16 Abba Hillel Road
Ramat-Gan 5250608
Israel
Facsimile: +972-3-610-3731
Attention: Haim Gueta, Advocate

email: haimg@meitar.com

If to Company: Dolarin Ltd.
Facsimile: +972-72-2221909
Attn: Board of Directors
e-mail: yochi.hagay@bioharvest.com

12.4. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Israel, without giving effect to any choice or conflict of law provision, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in Tel-Aviv-Jaffa, Israel, and the Parties hereby consent to the personal jurisdiction of such competent courts. Each Party agrees not to raise any objection at any time to the laying or maintaining of the venue of any Suit in any of the specified courts, irrevocably waives any claim that Suit has been brought in any inconvenient forum and further irrevocably waives the right to object, with respect to any Suit, that such court does not have any jurisdiction over such Party.

12.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

12.6. Headings. Section and subsection headings are inserted for convenience of reference only, do not form a part of this Agreement and shall not be considered in construing this Agreement.

12.7. Counterparts. The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12.8. Amendment; Waiver. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by a written instrument executed by each Party or, in the case of waiver, by the Party waiving compliance. The delay or failure of either Party at any time or times to require performance of any provisions hereof shall in no manner affect the rights at a later time to enforce the same. No waiver by either Party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement.

12.9. No Agency or Partnership. Nothing contained in this Agreement shall give either Party the right to bind the other, or be deemed to constitute either Party as principal, agent, partner or joint venturer of the other or any third party, nor shall this Agreement be construed as creating any other form of legal association or arrangement that would impose liability upon one Party for the act or failure to act of the other Party.

12.10. Assignment and Successors. This Agreement (i) may not be assigned by the Company, whether by operation of law or otherwise, without the consent of Bio Harvest, and (ii) may not be assigned by Bio Harvest, whether by operation of law or otherwise, without the consent of the Company, except that Bio Harvest may assign or transfer the Agreement without the consent of the

Company to a non-Affiliated successor in interest of all or substantially all of the Bio Harvest's assets or business which are the subject matter of this Agreement; provided, in each case, that (a) such assigning Party shall provide the other Party with a written notice of such assignment including the identity of the assignee or transferee, and a copy of the assignment and assumption agreement or other documentary evidence sufficient to demonstrate such assigning Party's compliance with this Section 12.10 within thirty (30) days after such assignment, and (b) such assignee or transferee agrees in writing to the other Party to assume the obligations of the assigning Party under this Agreement. Failure of an assignee to agree to be bound by the terms hereof or failure of an assigning Party to notify the other Party and provide copies of assignment documentation as specified above shall be grounds for termination of this Agreement for default. Any attempted assignment in contravention of this Section 12.10 shall be null and void.

12.11. Fees and Expenses. All fees and expenses incurred in connection with this Agreement and any ancillary agreement and the transactions contemplated hereby and thereby shall be paid and borne by the Party incurring such expenses.

12.12. Interpretation. Each Party hereto acknowledges and agrees that: (a) it or its counsel reviewed and negotiated the terms and provisions of this Agreement and has contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to both Parties hereto and not in favor of or against either Party, regardless of which Party was generally responsible for the preparation of this Agreement. Except as otherwise explicitly specified to the contrary, (i) words in the singular or plural form include the plural and singular form, respectively; (ii) the word "or" has the inclusive meaning that is typically associated with the phrase "and/or"; (iii) the terms "including", "include(s)", "such as", "e.g." and "for example" will be deemed to be followed by "without limitation"; (iv) the term "will" means "shall"; and (v) words of any gender will be applicable to all genders.

12.13. Severability. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this License Agreement to be executed by their duly authorized representatives.

Bio Harvest Ltd.

Signature: _____
Name: Zaki Rakib
Title: Executive Chairman

Dolarin Ltd.

Signature: _____
Name: Yohevéd Hagay
Title: Sole Director

[Signature Page to License Agreement
April 2018]

Exhibit A

Business Plan

Midnight Star Ventures Corp

Business Plan

March 2018

Contact Information

Dr Yochi Hagay
Tel: +972-72-2221901
E-mail:yochi@Bioharvest.com

This document may contain "forward-looking information" (as defined in applicable Canadian securities legislation) that is based on expectations, estimates and projections as of the date of the content is published in this document. Wherever possible, words such as "anticipate", "believe", "expects", "intend" and similar expressions have been used to identify these forward-looking statements. Information on this website has been furnished for your information only, is accurate at the time of posting, and may be superseded by more current information. Except as required by law, we do not undertake any obligation to update the information, whether as a result of new information, future events or otherwise.

Forward-looking information involves known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Midnight Star to be materially different from any future results, performance or achievements expressed or implied by the forward-looking information. Important additional information identifying risks and uncertainties and other factors will be contained in the management's discussion and analysis portion of Midnight Star's most recent annual and quarterly reports under the headings entitled "Caution Regarding Forward-Looking Information" and "Risks and Uncertainties".

It must be emphasized that this document includes information obtained from various published sources and unless specifically stated, no actions have been taken to verify the accuracy and completeness of such information.

Midnight Star Ventures Corp. - Business Plan

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1 Executive Summary

Introduction

Midnight Star Ventures Corp ("Midnight Star") is a Canadian registered corporation which is being licensed by Bioharvest, an Israeli agro-biotech company, to utilize its proprietary cell growth technology for the development and commercialization of products with Cannabis as the active ingredient for (medical use) prevention or treatment of human diseases and for recreational or nutraceuticals uses.

Bioharvest is the world's first and so far the only commercial entity to solve major challenges required to grow plant cells at an industrial large scale and harvest the healthy ingredients from nature, maintaining their original structure consistently. Its breakthrough platform technology, known as biofarming, supports the commercial growing of plant cells in liquid media in specific tailor-made bioreactors.

Midnight Star Ventures Corp aims to leverage the compelling advantages of the Bioharvest technology to become a leading grower of Cannabis for both medical and recreational legal use.

Legal Cannabis

The legal cannabis industry is poised for tremendous growth as it can now address the recreational use above and beyond the medicinal one. Industry wide revenues have increased at a pace that substantially exceeded projections. The worldwide medical cannabis market is anticipated to reach $55.8 billion by 2025, growing at a CAGR of 17.1% from 2013 to 2025[1].

Medicinal cannabis is expected to be redefined as the pipeline of new, more targeted medication with precise dosing and efficacy expands with some products requiring a prescription and others sold over the counter.

The recreational market should flourish as more countries legalize the use of cannabis and more businesses over the entire food chain (including banks) can participate in the market.

Industry Challenges

Two major challenges face the cannabis industry, obstructing growth and profitability:

1. Cannabis cultivation is highly capital-intensive. Frequently, entrepreneurs lack the capital needed to build the infrastructure required to meet growing demand and sales projections.
2. Significant shortage of knowledge related to virtually all areas of the cannabis business. There is scarcity of experience and expertise to serve the needs of growers and retailers in these states.

[1] https://www.mediafound.org/news/medical-cannabis-market-to-grow-at-17-1-cagr-till-2025.htm

According to PI International, by 2019 Canada will be facing a growing capacity shortfall of 200,000 kg and that investment of up to $470 million will be required to match that shortfall, equivalent to $47 million per 20,000 kg.

Technology

The Bioharvest technology, called biofarming, mirrors nature without any solvent extraction, genetic modification or synthetic molecular processing. Its products contain a high concentration of the plants phytochemicals (the health-beneficial compounds) in their natural state ensuring optimal bioavailability and efficacy.

Bioharvest has the know-how and capability to produce final products in the form of powder that contain the whole plant cells components while the active ingredients reside inside the cells are in their natural structure and conformation. Moreover, Bioharvest can isolate specific components that are produced in a high level from the cells.

The Biofarm technology enables growing of plant cells in an industrial large scale of at least 2,000 liters in a scalable and low cost system. The technology is protected by six patents approved in the USA, Japan, Europe and Israel. Six other patents are in process.

Suitability of Biofarm to Cannabis

Cannabis growing is ideally suited to the Bioharvest technology. Cannabis contains a large variety of different active chemical compounds known as cannabinoids that are produced only in the cannabis plant. The most commonly known cannabinoid is tetrahydrocannabinol (THC) with psychotropic effect and cannabidiol (CBD), which has shown potent anti-cancer and anti-psychotic effects. The ratio and composition of the active cannabinoids in the cannabis plant are important for the management of different symptoms and diseases.

Cannabis plant of various species vary in the composition and amount of active compounds. Therefore a stable cannabis derived cells that produces constant and homogenous active cannabinoids will serve as a reproducible product in the medical and recreational cannabis market.

The challenges in creating a profitable business stem from the high costs associated with the growth and the extraction of the active cannabis ingredients. Bioharvest provides a solution for these challenges. Importantly, the investment cost of establishing a cannabis growing facility with Biofarming is less than 50% of conventional growing methods.

With Bioharvest's technical patent-protected know–how and experience, ingredients produced through plant cell culture could potentially yield bioactives in constant, homogenous and consistent quantities with greater efficiency than traditional agricultural methods.

Bioharvest's technology can help to avoid fluctuations and volatility in price, yield, reliability and cost.

Management Team

During the development period of 16 months, Bioharvest team lead by Dr. Yochi Hagay will provide R&D services for Midnight Star Ventures Corp. Independently, Dr. Zaki Rakib who is the executive chairman of BioHarvest will serve as the Chairman of Midnight Star Ventures Corp. As it moves towards commercialization of its products, it will appoint a management team with experience in the cannabis market.

Dr. Zaki Rakib is Executive Chairman, has extensive experience within the software, telecommunications hardware, semiconductors, cellular operations and bioscience categories, founder and CEO of Terayon.

Dr. Yochi Hagay is Chief Executive Officer with a strong track record leading research and development in the pharmaceutical and bio-tech industry with Bio-Tech Capital Venture, BTG and Savient.

Business Strategy

Midnight Star Ventures Corp is raising investment to finance a development program to establish cannabis growing facilities utilizing the Biofarming technology. The program is expected to be completed within two years, with commercial sales starting in 2021.

In the commercial stage, Midnight Star plans to establish and operate several growing facilities, each located in individual territories selected according to their size and favorable regulation for medical and/or recreational cannabis. Each facility will cost $10 million to set up, with annual capacity of 20,000 kgs. However, the first facility will have a capacity of 2,000 kgs.

The facilities of 20, 000 kgs will produce cannabis at an average cost of $250 per kilogram, compared to $2,000 for conventional growing facilities. This significant cost advantage will enable Midnight Star to quickly capture market share.

Products will be supplied to distributors which may or may not process the material, including for incorporation in cannabis-based products. The ability to produce a consistent product in terms of quality and composition will provide an important advantage when targeting the medical market.

By 2024, Midnight Star is planning to be operating three facilities with a combined production capacity of 32,400 kg per year, having sales value of about $81 million.

Financial Forecasts

Forecasts for the years 2018 to 2024 are summarized below:

	2018	2019	2020	2021	2022	2023	2024
	$m	$m	$m	$m	$m	$m	$m
Sales	-	-		5.9	18.9	32.4	81.0
Income before tax	(-0.9)	(-2.9)	(-4.2)	(-1.8)	5.4	13.8	50.9

2 Cannabis

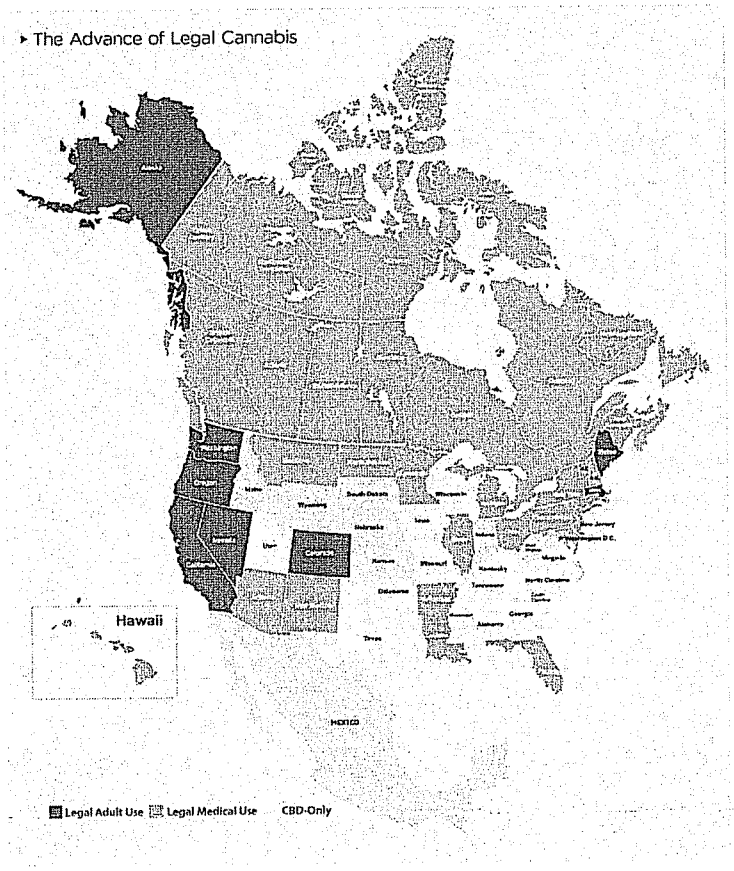
2.1 Legalization

The legal cannabis industry has evolved considerably during the past five years and many observers believe that the industry has reached the tipping point for legalization through pressure from citizens' groups in individual states for the legalization of medical and/or recreational cannabis.

According to Quinnipiac, 93% of Americans favor the use of legalized cannabis for medical purposes if prescribed by a doctor and a majority of Americans now favor broad legalization of cannabis. Opinions have changed drastically since 1969, when Gallup found that just 12% favored legalizing cannabis use, compared to 60% in 2016.

Public support has resulted in the passing of new cannabis laws and regulations in a number of countries and individual states in the US.

In the period 2021-2026 many states are expected to build robust legal adult-use markets, and all but a few states will make medical cannabis available legally.



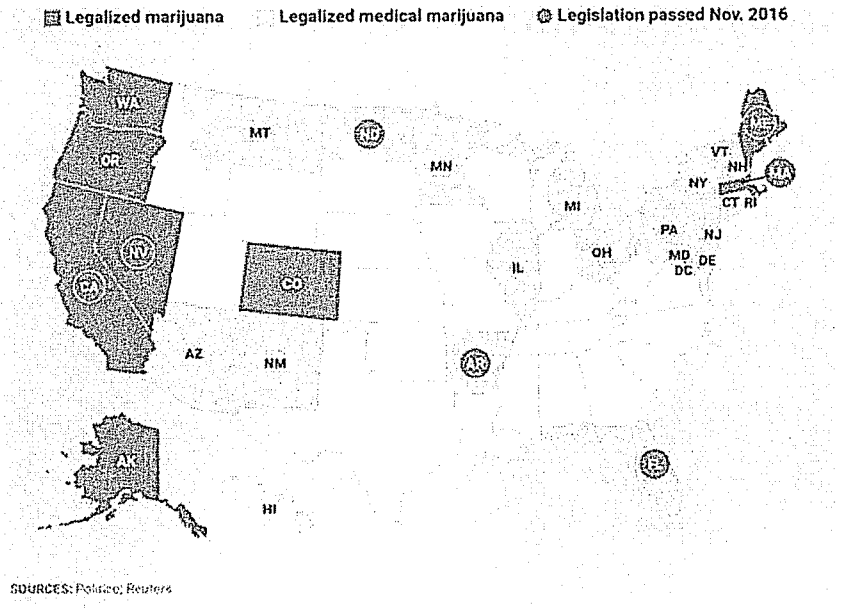
Canada may be the world leader in moving toward a well-regulated legal cannabis industry. Countries around the world are already responding to the state-by-state dismantling of

prohibition in America by moving to allow medical use (as in Australia, Germany, and Colombia) or to outright legalization (as in Uruguay).

Polls show that 80% of Americans approve of legal access to medical cannabis and 60% approve of full adult use legalization.

That level of agreement is rare on any policy issue and allows elected officials across the political spectrum to start to move past the stigma previously associated with this issue.

In the US 29 states have legalized medical cannabis and 8 states have legalized recreational cannabis.



SOURCES: Politico; Reuters

At the Federal Level, Cannabis is still classified as an illegal substance under the Controlled Substances Act. The classification makes cannabis illegal under federal law to cultivate, manufacture, distribute or possess cannabis, and has created a discrepancy between state's rights and federal law. It also means that production must be local to consumption as it cannot cross state lines.

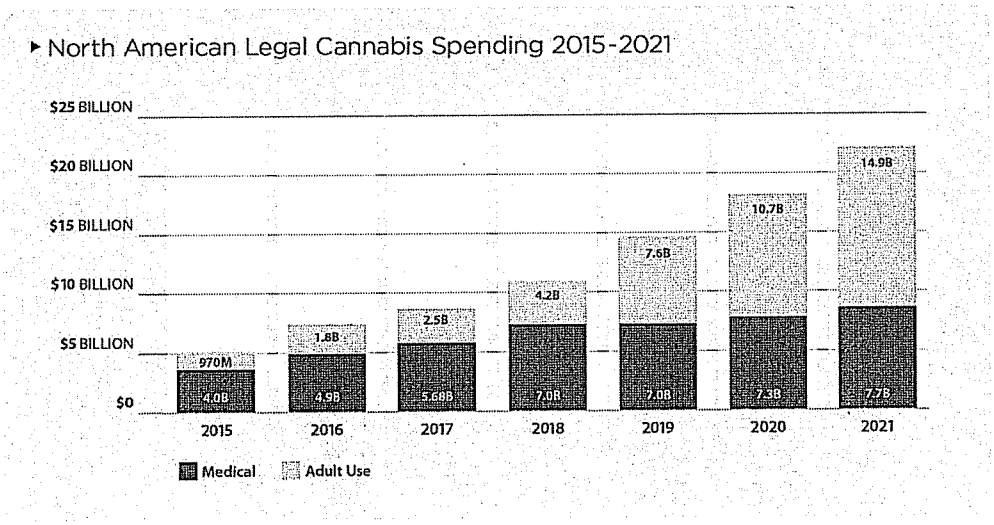
2.2 Market Size

Cannabis is now legally sold in state-of-the-art retail dispensaries with computer-based inventory and sales tracking, fully regulated and taxed by their state governments just like any other product category.

As part of the trend:

- Entrepreneurs are modernizing the product just as quickly.
- Many successful brands have launched extracts, edibles, topicals and other types of products that are leading consumers to spend more.
- More states passed laws to open new markets and expand existing ones in 2016 than in any previous year. These new markets will drive sustained revenue growth in the years ahead.

Forecast growth in the North American markets is as shown below[2]:



The international market for cannabis is projected to hit $31.4 billion by 2021, according to the Brightfield Group[3]. Currently, the global market is estimated to be worth $7.7 billion and will see a compound annual growth rate of 60% as other countries liberalize their cannabis laws.

[2] https://arcviewgroup.com/documents/report/5thedition/es/executive-summary_the-state-of-legal-cannabis-markets_5th-edition_22qxqmRQPyp7R.pdf

[3] https://www.brightfieldgroup.com/plans/canada-international

Arcview Market Research forecasts growth will reaccelerate beginning in 2018, as adult use sales ramp up in Canada, California, and Massachusetts along with medical sales in Florida. That will grow the $6.7-billion market of 2016 at a robust 27% CAGR to $22.6 billion in 2021.

The U.S. cannabis industry is projected to reach $50 billion by 2026, according to Cowen & Co., which cites California's legalization of recreational cannabis as a key turning point[4]. Their report shows that the industry has already reached $6 billion in 2017 as states like Colorado have seen cannabis sales soar more than 30% over the past year. Legalization in states like California and Nevada could push those figures significantly higher.

The US currently drives 90% of global cannabis sales, but its share will drop to 57% by 2021. That is in large part thanks to Canada's plans to legalize recreational cannabis by July 2018.

The Canadian cannabis industry is projected to reach $22.6 billion[5]over the coming years, according to Deloitte, driven by the nationwide legalization of recreational cannabis. The analyst believes that the retail market could be worth $4.9 billion to $8.7 billion each year with the market for products and services – such as lighting, growing, testing, and security – pushing that figure to between $12.7 billion and $22.6 billion.

Meanwhile, countries in Latin American and Europe are increasingly adopting medical cannabis programs. German political parties are considering recreational legalization as part of their talks in forming a coalition government.

Several Canadian cannabis companies are striking international deals, exporting their products to markets in Europe and South America.

While Canadian companies have the first-mover advantage in Latin America and Europe, most of those medical markets are fairly restrictive and tend to favor cannabis oils. The US has been a global leader in cannabis reform, but other countries are increasingly taking their cues from Canada when setting up their medical cannabis programs.

Cannabis usage rates in adults often serve as a good proxy for the likelihood of a legalization measure passing, she explained. Spain has one of the highest rates of past-month cannabis use among adults in Europe, according to a report from the United Nations Office on Drugs and Crime. Brightfield projects that a Spanish recreational cannabis market will come online in 2019 and will be worth nearly $206 million by 2021.

2.3 Medical Cannabis Market

Cannabis has been used for medicinal purposes for thousands of years and has proven to be an effective treatment for pain relief, inflammation and a number of other medical disorders. According to an *IBISWorld* report, new medical research and changing public opinion have boosted industry growth.

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[4] https://www.marketwatch.com/story/marijuana-industry-could-be-worth-50-billion-annually-by-2026-2017-04-20

[5] http://www.businessinsider.com/deloitte-weed-could-be-226-billion-canada-2016-10

Doctors may prescribe 'legalized' medical cannabis in approved states where patients can receive a "recommendation" from a state-approved, licensed physician for the treatment of certain conditions specified by the state.

Medical cannabis is being used to treat severe or chronic pain, inflammation, nausea and vomiting, neurologic symptoms (including muscle spasticity), glaucoma, cancer, multiple sclerosis, post-traumatic stress disorder, anorexia, arthritis, Alzheimer's, Crohn's disease, fibromyalgia, ADD, ADHD, Tourette's syndrome, spinal cord injury and numerous other conditions. Cannabis oil has also been proven effective in treating epileptic seizures in children.

The worldwide medical cannabis market is anticipated to reach $55.8 billion by 2025, growing at a CAGR of 17.1% from 2013 to 2025 (forecast period)[6]. It stood at $11.4 billion in 2015.

Awareness regarding the medical benefits of cannabis is spurring market growth. Major manufacturers producing medical cannabis remove tetrahydrocannabinol (THC), a psychoactive compound which causes hallucinations. The product then only contains cannabidiol (CBD), a chemical compound which provides health benefits. Use of medical cannabis for therapeutic purposes is driving many countries to legalize it. At present, only 29 out of 50 states in the U.S. can legally sell medical cannabis.

Nowadays, cannabis is used widely in health foods and pet medicines. Health foods comprise juices, cannabis edibles, and drinkable medicines. For instance, Simply Pure, a U.S. based company offers edibles devoid of gluten and sugar. Auntie Dolores, another U.S. based company manufactures CBD pet treats to relieve pets of anxiety and pain. Cannabis edibles are offered in the form of lozenges, breath strips, and gummies. In an attempt to propel market growth, Microsoft Azure too has offered its Cloud services to industry participants for the sale of cannabis.

The global medical cannabis market is segmented according to applications and regions. Market applications comprise cancer, chronic pain, arthritis, migraine, and others. Chronic pain is the largest application segment due to a huge patient base. It accounted for nearly 40% of global revenues in the same year. It is driven by increasing number of clinical trials that promote the use of medical cannabis in pain management.

The cancer segment is expected to grow rapidly at an 18.2% CAGR during the forecast period. Although, medical use of cannabis is considered illegal, many districts and states are passing amendments to legalize it. A number of clinical trials have demonstrated that medical cannabis has the capacity to destroy cancer cells.

However, this drug is yet to receive U.S. FDA approval for use in cancer treatment. This adversely impacts the growth of the cancer application segment.

North America led the medical cannabis market with nearly 49% shares in 2015. The region is supported by the legalization of cannabis in most states of the U.S. The drug has received approval for recreational use in only eight states. North America is anticipated to grow at a CAGR of 22% during the forecast period. Prohibition of

[6] https://www.mediafound.org/news/medical-cannabis-market-to-grow-at-17-1-cagr-till-2025.htm

medical cannabis in most of Latin America and Asia has limited the growth of this market to Europe, North America, and Rest of the World.

Prominent players are Cannabis Sativa, Inc.; United Cannabis Corporation; Growblox Sciences, Inc.; and GW Pharmaceuticals plc which is a UK pharmaceuticals manufacturer that has gained approval for using medical cannabis in treating various cancers. Its proprietary formula which contains a mixture of THC and CBD was used in a clinical trial to treat brain cancer.

3 Technology

3.1 Introduction

Bioharvest has developed a breakthrough platform technology to commercially grow cells of highly nutritional plants in order to produce nutraceuticals, pharmaceutical and cosmeceuticals.

This technology, called biofarming, mirrors nature without any solvent extraction, genetic modification or synthetic molecular processing. Its products (biofood) contain a high concentration of the plants phytochemicals (the health-beneficial compounds) in their natural state ensuring optimal bioavailability and efficacy.

Biofoods are scientifically validated to provide the health and wellness benefits of the parent plant without the inherent negatives like calories, sugars, or pesticides. Biofoods are intended to be consumed daily as part of an individual's wellness routine.

Bioharvest has a world-class GMP and ISO certified facility capable of producing up to 2 tons of biofood annually. It is developing a scaled manufacturing plant capable of modularly producing 20 tons and more.

Its first product, VINIA, is a red grape powder that has the complete complex of red grape polyphenols, including red grape resveratrol, the most investigated polyphenol, which has drawn special attention over the last 20 years because of its involvement in preventing heart disease, diabetes and cancer.

The nutritional composition of VINIA is essentially equivalent to red grapes grown using standard agricultural practices, with the exception of a lower level of sugars while resveratrol is present in a 100 fold higher than the level found in grapes grown in the vineyard due to Bioharvest's unique technology.

This platform technology is protected by two patents approved in the USA, one in Japan, one in Israel, one in Europe and six new patents which were filled.

VINIA has gone through a significant in-vitro, preclinical and clinical studies to support structural functional claims as well as to demonstrate it efficacy. The science in backed by three scientific journal articles.[7]

3.2 Concept

The plant kingdom provides a wealth of beneficial phytochemicals widely used in pharmaceuticals, nutraceuticals, foods and more. Traditionally, ingredient suppliers produce these useful compounds by growing and harvesting field-grown plants, then extraction the desired actives or plant secondary metabolites. Although agriculture is a familiar practice, when it comes to generating actives on a commercial scale, it may not be the most efficient nor environmentally friendly method.

[7] Leibowitz et al., Eur J Nutr, 2013. Azachi et al., Int J Food Sci Nutr, 2014. Vaisman et al., Int J Food Sci Nutr, 2015

Agriculture is land, labor, energy and water intensive. It is also vulnerable to climatic changes and pests, and for certain plant species, there is not enough available land in the appropriate climate to grow a commercially viable amount.

Plant cells culture Biofarming technology is the growing of plant cells containing valuable plant compounds in a controlled environment. Biofarming technology may provide a more advantageous and sustainable means of producing plant actives than traditional field cultivation techniques.

Unlike agriculture, which is conducted in the open environment, plant cell technology utilizes bioreactors allowing stringent control of critical variables, such as light, oxygen, water, chemical balance and nutrition, and uses less water and energy. Growing plant cells in such a precise manner also eliminates erratic climactic and ecological events- such as droughts and parasites- that threaten to adulterate or destroy the product. Also, plant cell technology promote sustainability because secondary metabolites are harvested from a limited amount of biomass, thus reducing waste. And with only two to three specimens needed to start the process, plant cell ingredients are sustainable resources that can produce an infinite supply under the correct conditions.

3.3 Description

Bioharvest has developed and designed a unique Disposable Bioreactor Technology (Biofarming).

There are two main challenges in a successful growing of plant cells in liquid in bioreactors:

1. To achieve high biomass of plant cells while growing them in a very large scale of bioreactors (above 1000 Liters).
2. Producing high level of plant secondary metabolites in cells that are grown in a very large scale of bioreactors.

Plant cells need specific conditions in order to grow in a very large bioreactor volume without compromising the secondary metabolites levels.

Growing in a Biofarm enables a low cost up-scaling production process which requires minimal initial capital investment and is easy to use. Moreover, Bioharvest's technology has the capability to control the level of second metabolites and as a result, increasing desired second metabolites.

For example in VINIA, the resveratrol-piceid polyphenol levels are 100 times more than in grapes that are grown in the Vineyard.

Bioharvest has the **know-how** and capability to produce final products in the form of powder that contain the whole plant cells components while the active ingredients reside inside the cells are in their natural structure and conformation. Moreover, Bioharvest can isolate specific components that are produced in a high level from the cells.

The Biofarm technology enables growing of plant cells in an Industrial large scale of at least 2000 liters in a scalable and low cost system.

4 Cannabis Based Products

4.1 Conventional Cannabis Growing

Methods in use today for growing cannabis and producing cannabis based products are subject to several key limitations which result in high costs and inconsistent supply and product.

These factors include:

a) Land – extensive areas are required to grow, especially for commercial stage growing.
b) Buildings - owners are usually forced to buy their buildings outright as some landlords do not like cannabis in their buildings and banks will not finance mortgages for the end-use.
c) Seasonality – fixed growing schedule means that supply has peaks during the year and growers are unable to respond to changes in customer requirements.
d) Energy – the requirement for artificial lighting is highly expensive and impacts the commercial viability of any cannabis growing enterprise. Modern grow facilities employ expensive technology to control lights and water.
e) Labor Intensive – another high cost item, derived from existing methods. Employees must tag and track the product from seed to sale
f) Capital Intensive – these factors combine to make it necessary for growers to access significant capital to establish and run their businesses.

In summary, growing cannabis today is an endeavor that costs millions. In 2016 approved producers in Canada raised capital of about $700 million. The proceeds of these financings were largely earmarked for future capacity expansion.

PI Financial have estimated that in Canada alone in 2019 there will be a production shortfall of 200,000 kg and the strong need, using traditional methods, is to increase yields significantly[8]. This includes optimizing levels of lighting, water, carbon dioxide, pruning, humidity levels and fertilizer to name a few variables, which takes several harvests to optimize.

Some producers had a few years to learn the art of commercially growing cannabis, but other newcomers will experience below average yields. A study published by BOTEC Analysis reported average yields for indoor growers ranged from 66 grams / sq. ft. to as high as 210 grams / sq. ft. for an average of 138 grams / sq.ft

Greenhouse yields were lower, ranging from 20 grams to 100 grams / sq.ft with an average of 60 grams/sq. The reason for the lower greenhouse yields were due to fewer harvests per annum (typically 3 harvests for greenhouse growers compared to 5.5 harvests for indoor growers).

Assuming an indoor average yield of 138 grams/ sq.ft then the required production footprint to produce 200,000 kg of cannabis equals roughly 1.4M sq.ft of indoor grow space. The same

[8] http://www.cbc.ca/news/canada/new-brunswick/saint-john-marijuana-production-1.4050127

amount of cannabis grow in a greenhouse would require 3.1M sq.ft of greenhouse space. Based on expansion budgets of $300/sq.ft for indoor construction and $150/sq.ft of greenhouse construction, this equates to $408 million to $470 million of additional capital to meet the capacity shortfall.

The current average factory cost of cannabis is $2,000 per kilo.

Bioharvest is addressing these issues. It intends to use its Biofarming technology to grow cannabis based products for legal medicinal and recreational purposes on an industrial scale, using advanced methods that demand significantly lower capital investment.

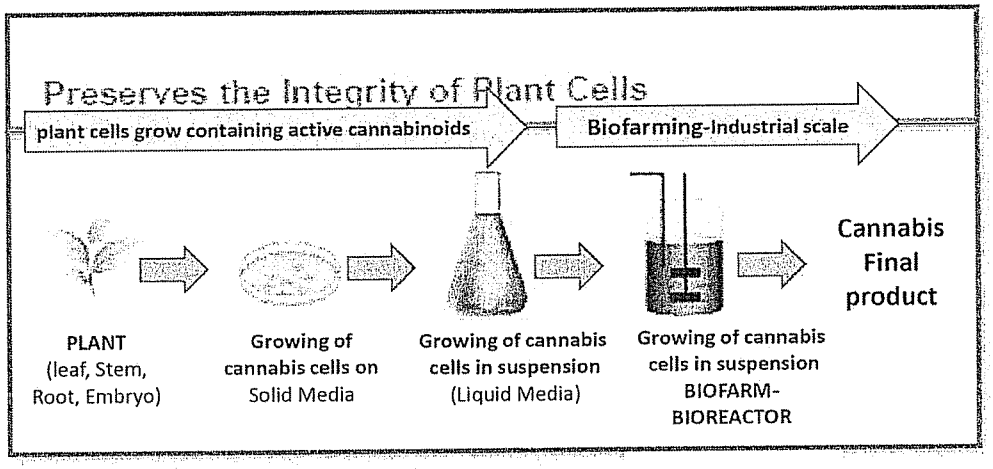
4.2 Bioharvest Approach

Bioharvest has a patent-protected know-how and experience in producing plant molecules through plant cell technology. This enables the yield of bioactive molecules in consistent, homogenous and control quantities with greater efficiency than traditional agricultural methods.

There is a substantial business opportunity in utilizing these technologies to produce any desired cannabis compound/s according to any emerging need. This includes the whole-plant content or single molecules (e.g. CBD, THC etc.)

Bioharvest's cutting edge innovative technology bridges the modern and the traditional uses of plants by maintaining the quality and inherent benefits present in nature using a state of the art bio-production process. It is one of the only company worldwide, producing botanical cells in disposable bioreactors, on industrial scale, by an advanced, innovative and cost-effective technology, mimicking nature.

Products produced by Bioharvest's platform naturally contain an increased amount of active components without additional fortification, enrichment or alteration or enhancement.



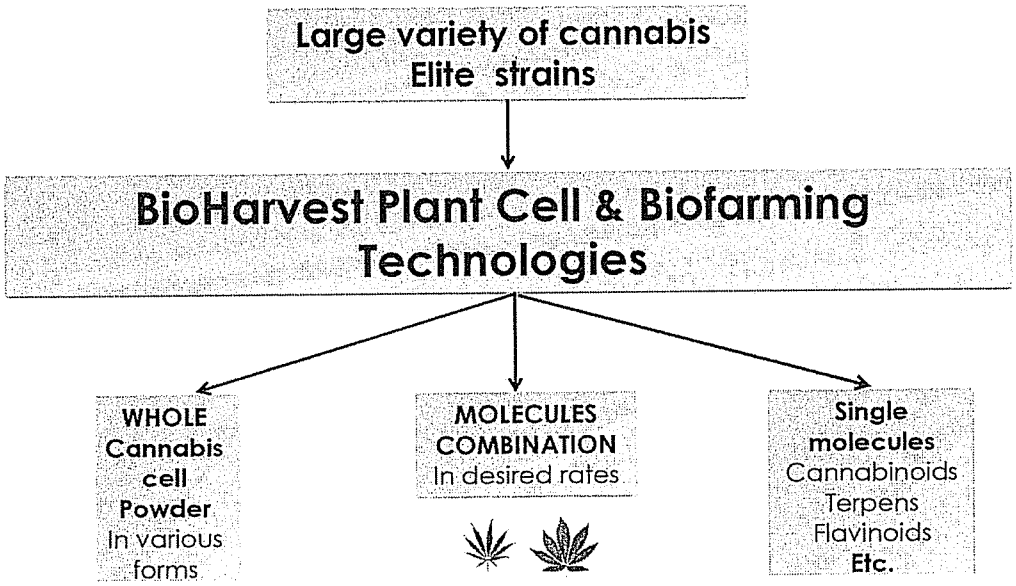
With Bioharvest's technical patent-protected know–how and experience, ingredients produced through plant cell biofarming could potentially yield bioactives in large

quantities with greater efficiency than traditional agricultural methods available. Bioharvest's technology can help to avoid fluctuations and volatility in price, yield, reliability and cost.

4.3 Cannabis Suitability

Cannabis is particularly well suited to the Bioharvest technology. It contains a large variety of different active chemical compounds known as cannabinoids. More than 70 different cannabinoids have been identified so far.

- The most commonly known cannabinoid is tetrahydrocannabinol (THC) with psychotropic effect and Cannabidiol (CBD) which has shown potent anti-cancer and anti-psychotic effects.
- The ratio and composition of the active cannabinoids in the cannabis plant are important for addressing and managing different symptoms and diseases.
- Cannabis plants of various species vary in the composition and amount of active compounds.
- Currently high production cost



Applying Bioharvest's Cell Culture Biofarming Technology to producing cannabis based products is expected to yield a series of compelling advantages:

- **Achieve the targeted bioactives without the unwanted compounds** - advanced selection methods result in cells containing significantly more of the desired compounds while reducing undesirable ones.

- **Ingredient Consistency**- Bioharvest's plant cell culture technology produces specific plant cells with standardized quantity and quality of bioactives each time (e.g. desired THC, CBD ratio). By using Bioharvest's technology homogenous and consistent expression of the active ingredients is achieved and it is not affected by

environmental factors such as precipitations, drought, daylight, plant species and pests or consistency.

- **Growing a specific desired part of the plant**- this technology allows to grow only parts of a plant which are rich with active ingredient, such as the fruit of the grape or the flower of the cannabis.

- **Synergistic effect**- In nature a synergistic effect exists between the plant components to get higher efficacy. During extraction process you may lose some important ingredients. Bioharvest's plant cell technology allows production of concentration complex of the plants phytochemicals in their natural form and ensures optimal bioavailability and efficacy and may provide the entourage effect.

- **Short production cycle** - Unlike the whole plant which produces the desired bioactives in a specific stage of its life cycle, a plant cells grown by Bioharvest's technology produces these metabolites constitutively in a short cycles of four week each. Avoiding the need to reach plant maturity shortens the production cycle.

- **Low cost**- Growing in a Biofarm enables a low cost up-scaling production process.

- **Proprietary ingredient** - process and result can be patented allowing for a differentiated, unique compounds.
- **Resource conservation** - because plant cells are grown in a controlled environment, the conditions are optimized for the plant cells to grow.
- **Green manufacturing methods** - plant cell remains intact through the entire process. No GMO (Genetically Modified Organism) methods are employed. No toxic chemicals are used.
- **Sustainability**- when producing ingredients by Bioharvest's plant cell culture technology, resources such as land, water, labor are used with a lower extent.

4.4 Intellectual Property

Bioharvest has a comprehensive IP portfolio:

<u>For Scale-up technology and treatment of diseases</u>

- One granted USA patent
- Filed patent applications in the:
    - EU
    - Israel
    - Japan
    - China

<u>For Red Grape Cells composition and utility</u>

- Two granted US patents
- One Granted European patent
- One Granted Israeli patent

- One Granted Japanese patent

Filed two patent applications on the new products are in the company pipeline.

There are several aspects of the company's technology that the company considers to be proprietary assets, which are in active patent prosecution or portfolio formation. These aspects are expected to be granted over the next 2-4 years.

The strong IP base should provide a rigorous barrier against potential competitors.

Full details of the patent applications will be made available to potential investors as part of the due diligence process.

5 Market Opportunity

5.1 Overview

With a background of rapidly increasing demand and legalization the world cannabis market needs technological change and key conditions which Bioharvest can provide:

a) Stable cannabis clones that produce constant and homogenous active cannabis phytochemicals/ e.g. cannabinoids which can serve as a reproducible product in the medical and recreational cannabis markets.
b) Creating enough product capacity to meet the demand that is currently lagging the demand significantly.
c) Reducing production cost- high production costs stem from the current growth methods and the extraction of the active cannabis ingredients.
d) Continued positive and favorable worldwide regulation of legal Cannabis for both medicinal and recreational usages.

The Bioharvest technology represents an ideal solution for these needs.

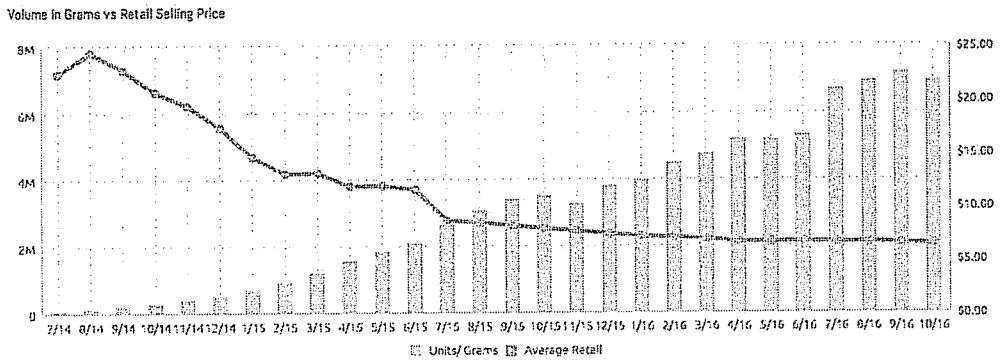
5.2 Pricing

Cannabis products from use of the Bioharvest technology will be suitable for both the medical and recreational sectors of the market. However, the ability to produce at consistent levels of quality and composition is probably better suited to medical applications.

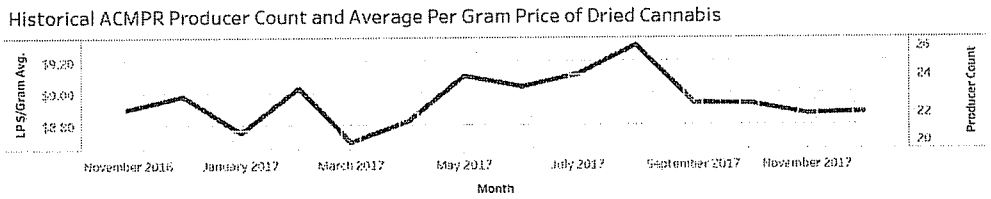
Clearly the industry is currently in transformation. However, the typical supply chain is expected to comprise:

1. Licensed Grower
2. Licensed Producer
3. Licensed Distributor – for medicinal, oil or smoke able cannabis which buy from growers or/and producer, package the product and may or may not process the material prior to selling.
4. Customer – including stores and individuals.

The falling price of legal cannabis is shaking up the dynamics of the marketplace. The chart illustrates how average retail cannabis prices have fallen in the US with increased volumes during the past three years[9]:



The graph shows movements in the retail price in Canada over the past year, together with the number of producers[10]:



According to CannaSaver growers flooded the market with cheap cannabis in 2016 and subsequently drove prices down. Only concentrated cannabis products like oils remained fairly unchanged in pricing. However, other commentators claim that price falls are due to the entry of new and large growers.

Carter Laren, cofounder of the cannabis incubator group Gateway, said, "When cannabis sells for $750 a pound it starts to become difficult to make a profit. When it gets somewhere below $500 a pound, it becomes impossible."

He believes that growers will turn to agricultural technology in order to drive down the cost of producing a pound of cannabis. The only options are cutting costs or cutting back on production. The industry will have to be abundantly cautious about trying to increase consumption.

5.3 Addressable Market

In each territory, Midnight Star will exploit the inherent advantages of its biofarming technology to capture an increasing share of the legal cannabis market.

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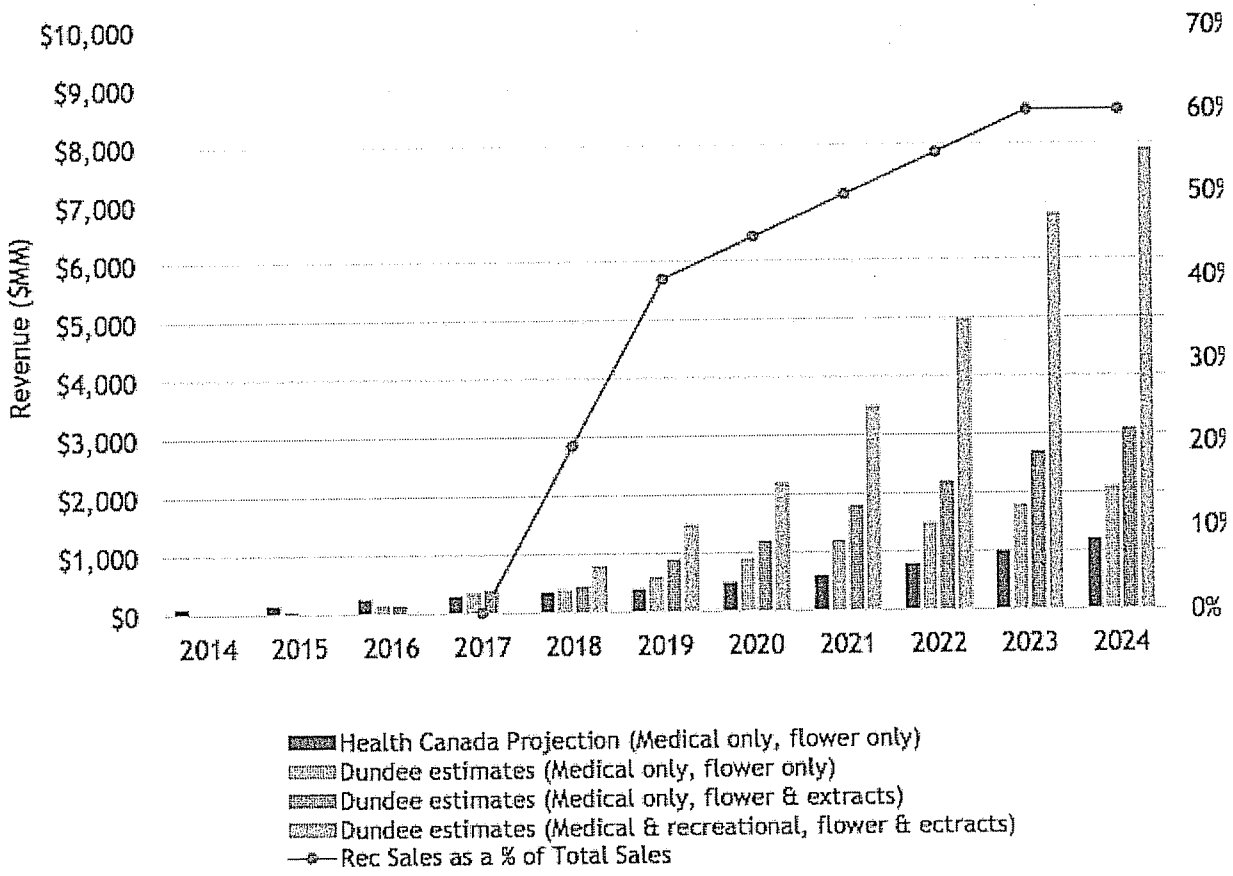
[9] https://www.forbes.com/sites/debraborchardt/2017/01/31/marijuana-prices-fall-in-2016-as-growers-flood-the-market-with-pot/#266b0af62f7f

[10] http://cannstandard.ca/author/cannstandard

As discussed earlier, in Canada analysts including PI Financial, Canacord Genuity Group and Dundee Capital Markets are forecasting that annual sales of both the medical and recreational cannabis markets could reach upwards of $8 billion per year by 2024.

The Canadian market for medical cannabis is growing rapidly with a 1,544% increase in Canadians registered under the ACMPR from mid-2014 to a total of 130,000 as of December 31, 2016[11]. Further impacting market fundamentals is the projected supply shortage as current LP production capacity is far from matching the expected 2024 demand levels.



[11] The Canadian Press

Deloitte estimated that 600,000 grams will be required to meet recreational demand in Canada[12]. With that sector representing 60% of the overall market, the addressable market can be estimated at $3.7 billion as follows, based on average price by 2024 of $3,665 per kg:

	Volume	Sales Value $b
Medical	400,000	1.466
Recreational	600,000	2.199
Total	1,000,000	3.665

[12] https://www2.deloitte.com/content/dam/Deloitte/ca/Documents/Analytics/ca-en-analytics-DELOITTE%20Recreational%20Marijuana%20POV%20-%20ENGLISH%20FINAL_AODA.pdf

6 Competition

6.1 Major Growers

According to Growers Network[13] the largest cannabis growers in Canada and the US respectively are as follows:

Name	Country	Square Footage	Website
Canopy Growth	Canada	665,000	https://www.canopygrowth.com/
7 Acres	Canada	304,920	http://www.supreme.ca/
Organigram	Canada	227,500	https://www.organigram.ca/
Aphria	Canada	100,000	https://aphria.com/
Aurora MJ	Canada	55,200	https://auroramj.com/
Copperstate	Western US	217,800	http://copperstatefarms.com/
Harvest	Western US	208,800	http://harvestinc.com/
West Edge	Western US	187,944	
Reef Dispensaries	Western US		http://reefdispensaries.com/
LivWell	Western US	162,000	http://www.livwell.com/

Canopy Growth Corporation (CGC) is the first federally regulated, publicly traded cannabis producer in North America, traded on the Toronto Stock Exchange as WEED. It is licensed by Health Canada under the Access to Cannabis for Medical Purposes Regulations (ACMPR). Specifically, CGC is the parent company of licensed cannabis producers Tweed Inc., Tweed Farms Inc., Bedrocan Canada Inc., as well as newly acquired Mettrum Health Corp, giving CGC a combined growing platform of over 665,000 sq. ft. of production space. The company has also acquired part or full ownership of other cannabis producers and distributors.

CGC has taken advantage of its branding, early Health Canada approvals for sale and export, and a first-mover position in the market. However, the entry of new players is changing the competitive landscape, with the top players fighting for a share of the large opportunity with heavy investments in expanding their production capacity. Among these is Aphria Inc. (TSX: APH), which prides itself to be one of the low-cost producers in the cannabis industry.

It must be emphasized that these producers use conventional growing methods.

6.2 Technology Level

As stated earlier, the cannabis supply chain remains dependent on traditional growing methods.

There are two medium size bioreactor technologies known to Bioharvest, although at this stage there is no indication that they are being applied for growing cannabis.

[13] http://growersnetwork.org/industry/largest-cannabis-producers-north-america-2017/

Mibelle Biochemistry is an independent division of the Mibelle Group, which is the largest manufacturer of cosmetic end products in Switzerland. It has developed a plant cell culture technology (PhytoCellTec™) that enables the cultivation of apple stem cells from rare and protected apple plant species, such as Malus Domestica. Plant stem cells are approved only for cosmetics and not for food.

Mibelle is using "Wave bioreactor technology" in a volume size of 100 liter (medium size). The Wave Bioreactor is a commercially available system that is used mainly for the production of pharmaceuticals. It is hard to scale up, has low heat transfer rate and is very expensive. Furthermore, Mibelle have not shown that their stem cells grown in the PhytoCellTec are capable of producing secondary metabolites.

Diana was acquired by Symrise, a worldwide leader in natural and functional food solutions and palatability enhancers for Pet Food. It developed COCOVANOL ™, a product which is based on the extraction of cocoa procyanidins polyphenol from cocoa plant cells grown with plant cell culture technology. Diana showed that cell cultures of cacao are able to produce procyanidins identical to those in cocoa beans, while they do not produce the undesirable compounds caffeine and theobromine.

For the commercial production of COCOVANO ™, a small pilot/commercial facility using heterotrophic plant cell cultures in a 100 liter Stirred Tank Bioreactors (STR) has been used. The STR Bioreactor is a commercially available system used mainly for production of pharmaceuticals. It is prone to several disadvantages including high shear stress around the impeller, high capital and operational costs, heat generated from mechanical mixing, high energy cost owing to mechanical agitation and risk of contamination. Consequently, it is regarded as a very expensive technology and is difficult or impossible to scale it to a large volume bioreactor such as 1,000 Liters.

Bioharvest biofarm technology enables growing of plant cells in an Industrial large scale of at least 2,000 liter in a scalable and low cost system while Mibelle as well as Daina Plant science are using 100 liter bioreactors systems that were developed by others for growing of animal cells for the production of pharmaceutical, thus are more complicated, expensive and difficult to scale up.

These companies succeeded only to reach up to 100 liter production capacity. None of the above companies have succeeded to develop a large scale up production process. They are using much more expensive and complicated systems.

Bioharvest has the capability to produce final products in the form of powder that contains the whole plant cells components, while the active ingredients reside inside the cells are in their natural structure and conformation at the same time. Bioharvest can isolate specific components that are produced in a high level from the cells.

Bioharvest has the knowledge for developing and producing:

- Whole plant cells components containing a complex of the plant secondary metabolites in their natural state ensuring optimal bioavailability and activity.
- One type or more of active secondary metabolite extracted from plant cells for different applications
- Plant stem cells.

6.3 Biosynthesis

InMed Pharmaceuticals (CSE: IN) (OTCQB: IMLFF) is another Canadian company. It aims to bypass the traditional horticultural approach to cannabinoid production through a high-yield biosynthesis process which combines natural drug structures with a laboratory-based manufacturing process.

InMed has a proprietary bioinformatics assessment tool to identify bioactive compounds within the cannabis plant that have the potential to have physiological impacts on specific diseases. The goal is to identify new drug candidates that optimize therapeutic benefit while limiting adverse effects.

InMed is primarily a pre-clinical trial biotech company focused on specific drug development. The company is still in its early stages for its first drugs with plans to start clinical trials in 2018. There is no indication of plans to apply the technology for cultivation.

7 Development Plan

The objectives of the Development Plan include:

1. Establishment of a Cannabis plant derived cells clones grown on solid medium stably producing the relevant secondary metabolites.
2. Establishment of a stably small-scale growing plant cells suspension culture producing the whole relevant secondary metabolites (THC, CBD and Terpenes) in adequate and stable amounts.
3. Optionally, established stably small scale plant cells grown in suspension with either THC or CBD or Terpenes with the desired levels.

Developed will be carried out at a new facility in Rehovot, Israel. The main challenge of the program will be to grow cannabis cells that produce active phytochemicals in liquid medium in small scale.The research and development will be conducted by Bioharvest's scientist team who have developed the Plant Cell technology and gained extensive experience and know how through the development of several products.

The work will be done in a dedicated lab that would be certified by the Israeli Ministry of Health.

In the first stage the team will engage with different cannabis growers to get elites different strains of cannabis plants that contain different level of phytochemicals. The cannabis plants will be served as source for the establishment of different cannabis plant cells clones that will be grown on solid media. In parallel, analytical methods will be a developed at Bioharvest as part of the R&D process .

Then analysis and induction and the expression of bioactive compounds in cannabis cells grown on solid bases will be performed.

The last stage of the program is evaluation and induction of the expression of bioactive compounds in cannabis cells grown in suspension Erlenmeyer's flasks.

The overall plan including timing over a sixteen month period is illustrated in the chart:

Activity	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
Establishing of specific certified dedicated lab for Cannabis R&D																
Screening cannabis strains																
Establishment of callus culture																
Development/implementation of analytical methods																
Evaluation of callus stability																
Establishment of cannabis cells grown in suspension																
Expression of bioactive compounds in solid callus																
Expression of bioactive compounds in suspension culture																
Patents registration																
Elicitation of bioactive compounds																

The development stage will be initiated upon licensing of cannabis for research use from the Israel Ministry of Health and will be prolonged for one year.

The required staffing and time allocation will be as follows:

Chief Technology Officer	80%
VP R&D	80%
R&D Manager	100%
2-3 Laboratory Technicians	100%
Operation	60%

8 Business and Operations

8.1 Objective

Bioharvest will license its cell growth technology to Midnight Star in order to apply it for the production of the active ingredients of the Cannabis plant. Up to 18 months of development will be required to leverage the $30 million investment already made in the Bioharvest technology in order to develop a Cannabis based product.

With Bioharvest's technical patent-protected know–how and experience, ingredients produced through plant cell culture could potentially yield bioactives in large quantities with greater efficiency than traditional agricultural methods available. Bioharvest's technology can help to avoid fluctuations and volatility in price, yield, reliability and cost.

The business objective is achieve a leading position in the market for Cannabis for both the medicinal and recreational sectors.

8.2 Current Status

The current status of the business is as follows:

a) **Technology** – the Bioharvest technology is proven and now being used for commercial production. Scientific assessments show that the technology is well suited to cannabis.
b) **Development** – will start following funding. Clear timetable has been drawn up and directors expect to complete the program during 2018.
c) **Market Validation** –discussions have taken place with potential distributors in Canada which have confirmed strong interest in the products and willingness to discuss business cooperation.
d) **Intellectual Property** – license agreement in place to enable use of Bioharvest IP, with the possibility of additional patents related to cannabis.
e) **Infrastructure** – facility has been leased and purchase of equipment will proceed following funding.
f) **Investment** – now seeking investment of $2 million to finance development stage and initial business development.

8.3 Go to Market Strategies

Having completed the development stage and proven the technology and its ability to provide the necessary characteristics for cannabis, the broad strategy of Midnight Star will be to establish production facilities in a series of territories to supply the local legalized cannabis market.

Locations are likely to include countries and individual US states with sufficiently high population to justify the necessary investment, such as Canada and California. In the absence of Federal legalization, local growing will remain mandatory. This provides

Midnight Star with an important advantage being able to set up a local facility at economic costs.

Each facility will require a production license. In Israel Midnight Star will have obtained a license for carrying out research and development and a production license from the Israel Ministry of Health.

At this stage, each full size production facility is estimated to cost about $10 million, made up as follows:

Bio Harvest
Grap cells production facility
Budget Estimation
15 Ton/year

Para	Description	Size/Description	Units	Total US$
	Estimate Summery			
1	Production equipment		$	1,678,266
2	Civil construction		$	2,989,515
3	HVAC		$	571,131
4	Clean utilities		$	892,732
5	Plant utilities		$	1,361,091
6	Control and instrumentation		$	359,616
7	Import & transport		$	282,685
8	Installation		$	785,235
9	Contingency		$	892,027
				$9,812,298
10	Design			incl.
11	Management, procurement and site supervision			incl.
12	Insurance			incl.

Initially, the production cost is expected to be $500 per kilo. This compares to a cost per kilo of $2,000 using conventional growing methods. As stated earlier, the cost of the facility is less than 50% the cost of establishing greenhouses to achieve the same yield.

The selling price will be in line with the market, starting at $4,500 per kilo and reducing by 5% each year. By virtue of the unique qualities, including product consistency, the Midnight Star product will be premium priced.

Each facility will have the capacity to produce 20,000 kg of finished product per year. The costs and capacities are fully scalable. The end product will be in powder form that can be processed further if necessary.

Midnight Star will follow a B2B business model, although it may consider licensing its technology to outside parties.

Midnight Star will recruit teams of business development and marketing executives who will aim to sign service agreements with licensed distributors in each territory. Targets will be identified and approached directly.

In discussions, the advantages of Midnight Star will be emphasized, including the elimination of concentrations of metals and other contamination commonly found in existing supplies of cannabis.

It is expected that the selling cycle will be up to six months, giving potential customers the opportunity to check the products.

Midnight Star will produce cannabis to meet the specific requirements of individual distributors, especially in the medical sector and the preference will be to sign long term supply agreements exploiting the unique ability of Midnight Star to supply product at a consistent quality and composition.

The plan is to open new facilities during the first five years of operation as follows:

	Small*	Standard**	Small	Standard	Cumulative
	New	New	Capacity	Capacity	Capacity
2020	1		2,000		2,000
2021	-				2,000
2022		1		5,000	7,000
2023				12,000	12,000
2024		1		32,400	32,400

*Small facility- will produce 2 tons cannabis product per year.
**Standard facility- will produce 20 tons cannabis product per year.

The standard facility will have an average of 60 employees to carry out the following functions:

In each territory a General Manager will be appointed, together with a marketing and sales team that will target locally based distributors and other business partners.

The sales forecasts are set out in the next section.

8.4 Operating Arrangements

Pursuant to the Licensing Agreement, Midnight Star will pay Bioharvest a fixed royalty of 12% of sales value in consideration for utilizing the Biofarming technology in the Cannabis field of applications.

During the development period of 16 months, the Bioharvest team lead by Dr. Yochi Hagay will provide R&D services for Midnight Star. Independently, Dr. Zaki Rakib who is the executive chairman of BioHarvest will serve as the Chairman of Midnight Star. As it moves towards commercialization of its products, it will appoint a management team with experience in the cannabis market.

9 Corporate

9.1 Introduction

Midnight Star is an established Canadian company, with a new plan to carry out the development and later the marketing and production of cannabis based produces, based on the use of the Bioharvest technology.

Midnight Star plans to acquire a subsidiary of Bioharvest which was the original company to be licensed to use that company's technology for growing cannabis.

9.2 Management Team of BioHarvest

The management team includes the following well experienced executives:

Dr. Zaki Rakib, Ph.D., serves as the Co-Founder and Executive Chairman of Bioharvest Ltd. He has extensive experience within the software, telecommunications hardware, semiconductors, cellular operations and bioscience categories, where he has spearheaded the development of multiple cutting-edge innovations. Leveraging his foundation in technical sciences, Dr. Rakib was one of the first leaders in the telecommunications industry after the company he co-founded Terayon Communication Systems, invented the first cable modem, and S-CDMA technology. Dr. Rakib holds Bachelor of Science, Master of Science, and Ph.D. degrees in Engineering from Ben-Gurion University in Israel.

Ms. Yochi Hagay, Ph.D., is Co-Founder and serves as Chief Executive Officer at Bioharvest Ltd. She has an extensive experience in leading research and development in the pharmaceutical and bio-tech industry. Prior to co-founding Bioharvest in 2005, Ms. Hagay served as the Managing Partner at Zaki Rakib's Bio-Tech Capital Venture. During that time, she evaluated a large number of scientific research projects and bio-tech companies. Ms. Hagay has served in various positions in BTG for 15 years, until it was acquired by Savient. In her most recent role at Savient (2002-2005), she supervised the company's clinical studies. Ms. Hagay holds a PhD in bio-technology from the Hebrew University.

Michal Sapir, VP Regulatory Affairs, joined Bioharvest in 2010 and brings 30 years of experience in medical device, pharma and biotechnology industries. Previously, Michal was Project Management Director at Colbar LifeScience, part of Johnson & Johnson Company (2001-2010) where she led complex projects in medical device development. Prior to that she served as Affiliate Quality Coordinator & Senior Clinical Research Administrator in Eli Lilly (1995-2000) and gained experience in Pharmacological and Toxicological animal studies at the Biological Research Company (1987-1995). Michal Holds a Master of Science in Biochemistry from Bar Ilan University.

Dr. Malkit Azachi, Ph.D – VP R&D – since 2011. Has vast experience in biochemistry, genetic engineering, tissue culture, molecular biology and product development. Previously QA and Technology Director at HealOr an Israeli biopharmaceutical developer of skin products

and Aesthetic Products Development Manager at Colbar LifeScience. Earlier in her career she held senior development positions at Prochon Biotech and Omrix, Biopharmaceuticals. Dr. Azachi received her Ph.D from the department of Microbiology at the Hebrew University of Jerusalem, Israel and served as a post-doctoral scholar at The Weizmann Institute of Science, Israel.

Yoav Roth - Director of Production – since 2009. Previously founder and senior scientist of two private biotech companies: Up Stream Process Development at Y2M Bio-services and BioArt. From 2001 to 2005 was Process Development Manager at XTL Biopharmaceuticals and from 1991 to 2000 was Laboratory Technician and them Team Foreman of the Process Development Department at Interpharm. He holds a M.Sc. and B.Sc in Biophysics Chemistry from Ben Gurion University of the Negev.

9.3 Advisory Board

An Advisory Board, comprising experts in agro-technology and other relevant fields will be established. As yet no formal appointments have been made, although a number of potential candidates have been identified.

10 Financial Forecasts

Detailed financial forecasts for the years 2018 to 2024 are set out in the Appendix and summarized below:

	US$						
	2018	2019	2020	2021	2022	2023	2024
Volume Sales (Kg)	-	-	-	1,400	5,400	10,800	32,400
Average Sale Price (Kg)	-	-		4,275	3,500	3,000	2,500
Cannabis Revenues	-	-	-	5,985,000	18,900,000	32,400,000	81,000,000
COGS			-	700,000	1,755,000	2,983,500	7,607,925
Royalties (12%)			-	718,200	2,268,000	3,888,000	9,720,000
Total Cost of Revenue	-	-	-	1,418,200	4,023,000	6,871,500	17,327,925
Gross Profit	-	-	-	4,566,800	14,877,000	25,528,500	63,672,075
Gross Margin [%]				76.3%	78.7%	78.8%	78.6%
Total Operating Expenses	780,808	2,427,452	3,761,800	5,613,465	6,886,051	8,264,617	9,254,228
EBITDA	-780,808	-2,427,452	-3,761,800	-1,046,665	7,990,949	17,263,883	54,417,847
CAPEX	300,000	1,000,000	1,500,000	2,000,000	5,000,000	5,000,000	5,000,000
Operating Cash Flow	-1,080,808	-3,427,452	-5,261,800	-3,046,665	2,990,949	12,263,883	49,417,847

The forecasts are based on the scheduled construction and opening of growing facilities as set out in the previous chapter and the estimates of capacity for those years.

11 Investment & Use of Proceeds

In order to complete product development at least $2 million is required, to be used as follows:

	$000
Cost of Employees and Consultants	935
Development/lab Equipment	420
Rent and Overhead	105
Other Operating Costs	540
TOTAL	2,000

Cash flow forecasts indicate that significant additional investment will be required to finance the establishment of the growing facilities.

With a disruptive technology addressing a large global market Midnight Star can be expected to be a candidate for an acquisition by a major company in the cannabis sector.

The investment opportunity is based on several critical factors:

- The legal cannabis market is already significant and is poised for tremendous growth topping $100 billion by 2024 according to some analysts.
- Bioharvest is the only company that can produce Cannabis consistently at a fraction of the current costs.
- Bioharvest is the only company that can produce at a pace of 12 cycles per year and can rapidly ramp up supply.
- Bioharvest's technology is proprietary and patent protected.
- Bioharvest presents an opportunity with excellent ROI.

12 Appendices

12.1 *Detailed Financial Forecasts*

BIOHARVEST CANNABIS

FINANCIAL FORECASTS - DEVELOPMENT & FIRST FIVE YEARS OF OPERATION

1. PROFIT & LOSS

		2018 Develop $000	2019 Develop $000	2020 Sales $000	2021 Sales $000	2022 Sales $000	2023 Sales $000	2024 Sales $000
Revenues from Sales		0	0	0	5,985	18,900	32,400	81,000
Direct Costs		0	0	0	1,418	4,023	6,872	17,328
Gross Profit		0	0	0	4,567	14,877	25,529	63,672
Operating Costs								
Research & Dev.		551	1,812	2,260	2,276	2,284	2,293	2,303
General & Admin.		230	405	698	2,005	2,934	3,967	4,611
Sales & Marketing		0	210	804	1,332	1,668	2,004	2,340
		780.81	2,427.45	3,761.80	5,613.47	6,886.05	8,264.62	9,254.23
EBITDA		-781	-2,427	-3,762	-1,047	7,991	17,264	54,418
Depreciation		89	464	471	776	2,579	3,482	3,485
Income (loss) before tax		-870	-2,891	-4,233	-1,823	5,412	13,782	50,933
Corporate Tax	25%	0	0	0	0	1,353	3,446	12,733
Net Income		-870	-2,891	-4,233	-1,823	4,059	10,337	38,200
					%	%	%	%
Gross Profit					76.3%	78.7%	78.8%	78.6%
Research & Dev.					38.0%	12.1%	7.1%	2.8%
General & Admin.					33.5%	15.5%	12.2%	5.7%
Sales & Marketing					22.3%	8.8%	6.2%	2.9%
EBITDA					-17.5%	42.3%	53.3%	67.2%
Net Profit					-30.5%	21.5%	31.9%	47.2%

3. DIRECT COSTS

		2018 $	2019 $	2020 $	2021 $	2022 $	2023 $	2024 $
Output Forecast (kg)		0	0	0	1,400	5,400	10,800	32,400
Direct Cost per kg		$0	$0	$0	$500	$325	$276.25	$234.81
		0	0	0	700,000	1,755,000	2,983,500	7,607,925
Royalties	12%	0	0	0	718,200	2,268,000	3,888,000	9,720,000
		0	0	0	1,418,200	4,023,000	6,871,500	17,327,925

4. STAFF

	2018 Number	2019 Number	2020 Number	2021 Number	2022 Number	2023 Number	2024 Number
Research & Development							
CTO	1	1	1	1	1	1	1
VP R&D	1	1	1	1	1	1	1
R&D Manager	1	1	1	1	1	1	1
Operation	1	1	1	1	1	1	1
LabTechnician	2	2	2	2	2	2	2
	6	3	6	6	6	6	6
Management & Admin							
Chairman	1	1	1	1	1	1	1
CEO	1	1	1	1	1	1	1
CFO	0	1	1	1	1	1	1
Facility Managers		1	1	1	2	2	2
Other Directors			1	1	1	1	1
Controller		1	1	1	1	1	1
Secretaries & Clerical	1	1	2	3	4	5	6
	2	5	7	8	10	11	12
Sales & Marketing							
VP Marketing		1	1	1	1	1	1
Marketing Managers		2	3	4	5	6	7
Other Marketing			2	6	8	10	12
	0	3	6	11	14	17	20
TOTAL STAFF	8	11	19	25	30	34	38
Sales per Staff Member	0	0	0	239	630	953	2,132

STAFF COSTS	Annual Cost $000	2018 $000	2019 $000	2020 $000	2021 $000	2022 $000	2023 $000	2024 $000
Research & Development								
CTO	180	120	180	180	180	180	180	180
VP R&D	137	92	137	137	137	137	137	137
R&D Manager	92	61	92	92	92	92	92	92

2. SALES

		2018	2019	2020	2021	2022	2023	2024
		$	$	$	$	$	$	$
Location 1		0	0	0	5,985,000	7,000,000	6,000,000	0
Location 2		0	0	0	0	11,900,000	26,400,000	50,000,000
Location 3		0	0	0	0	0	0	31,000,000
		0	0	0	5,985,000	18,900,000	32,400,000	81,000,000
Price per Kg	95%				$4,275	$3,500	$3,000	$2,500
	Capacity							
Output	Kg	Kg	Kg	Kg	Kg	Kg	Kg	Kg
Location 1	2,000	0	0	0	1,400	2,000	2,000	0
Location 2	20,000		0			3,400	8,800	20,000
Location 3	20,000		0					12,400
		0	0	0	1,400	5,400	10,800	32,400
Investment Required								
Location 1		300,000	1,000,000	1,500,000				
Location 2					2,000,000	5,000,000	3,000,000	
Location 3							2,000,000	5,000,000
	0	300,000	1,000,000	1,500,000	2,000,000	5,000,000	5,000,000	5,000,000

Operation	41		27	41	41	41	41	41	41
LabTechnician	48		62	96	96	96	96	96	96
			362	546	546	546	546	546	546
Management									
Chairman	60		40	60	60	60	60	60	60
CEO	120			60	120	120	120	120	120
CFO	60	Part time	40	60	60	60	60	60	60
Facility Managers	120		0	60	120	120	240	240	240
Other Directors	100		0	50	100	100	100	100	100
Controller	90		0	0	90	90	90	90	90
Secretaries	50		0	25	50	50	200	250	300
			80	255	540	540	810	860	910
Sales & Marketing									
VP Marketing	150		0	75	150	150	150	150	150
Marketing Managers	120		0	60	360	480	600	720	840
Other Marketing	80		0	40	160	480	640	800	960
			0	175	670	1,110	1,390	1,670	1,950
Total Staff Costs			80	430	1,210	1,650	2,200	2,530	2,860

5. RESEARCH & DEVELOPMENT.

		2018	2019	2020	2021	2022	2023	2024
		$000	$000	$000	$000	$000	$000	$000
Staff		362	546	546	546	546	546	546
Rent and overhead (200sqm* $50)		52	78	86	94	94	94	94
Lab facility and operation		59	59					
Patents registration		5	25	28	30	33	37	40
Ongoing Development			1,000	1,500	1,500	1,500	1,500	1,500
Consultants		64	96	101	106	111	117	123
Travel		8	8					
		551	1,812	2,260	2,276	2,284	2,293	2,303

6. GENERAL & ADMIN.

	2018	2019	2020	2021	2022	2023	2024
	$000	$000	$000	$000	$000	$000	$000
Staff	80	255	540	540	810	860	910
Finance, Legal & IR	150	150	158	165	174	182	191
Office & General				1,300	1,950	2,925	3,510
Total G&A	230	405	698	2,005	2,934	3,967	4,611

7. SALES & MARKETING

		2018	2019	2020	2021	2022	2023	2024
		$000	$000	$000	$000	$000	$000	$000
Staff		0	175	670	1,110	1,390	1,670	1,950
Staff Costs	20%	0	35	134	222	278	334	390
Marketing Spend		0	0	0	0	0	0	0
		0	210	804	1,332	1,668	2,004	2,340

8. FIXED ASSETS

		2018 $000	2019 $000	2020 $000	2021 $000	2022 $000	2023 $000	2024 $000
Lab & Office equipment		293	0	40	30	25	20	20
Production Facilities		300	1,000	1,500	2,000	5,000	5,000	5,000
		593	2,500	1,540	2,030	5,025	5,020	5,020
Cumulative	0	593	3,093	3,138	5,173	17,193	23,213	23,233
Annual Depreciation	15%	89	464	471	776	2,579	3,482	3,485
Accumulated Depreciation	0	89	553	1,024	1,800	4,379	7,860	11,345
Net Book Value		504	2,540	2,114	3,373	12,815	15,353	11,888

9. CASH FLOW FORECAST

	2018 $000	2019 $000	2020 $000	2021 $000	2022 $000	2023 $000	2024 $000
Net Result	-870	-2,891	-4,233	-1,823	4,059	10,337	38,200
Add: Depreciation	89	464	471	776	2,579	3,482	3,485
	-781	-2,548	-2,385	129	8,623	13,630	41,284
Investment Receivable	2,000						
	1,219	-2,548	-2,385	129	8,623	13,630	41,284
Increase in Inventory	0	0	0	236	434	475	1,743
Increase in Receivables	0	0	0	998	2,153	2,250	8,100
Increase in Payables	0	0	0	-118	-217	-237	-871
Purchase Fixed Assets	593	2,500	1,540	2,030	5,025	5,020	5,020
	593	2,500	1,540	3,146	7,395	7,507	13,991
Net Cash Flow	626	-5,048	-2,681	-3,090	-5,448	5,122	32,293
Cumulative Cash Flow	626	-4,909	-7,590	-10,680	-16,127	-11,005	21,288

10. BALANCE SHEETS

	2018 $000	2019 $000	2020 $000	2021 $000	2022 $000	2023 $000	2024 $000
Fixed Assets	504	2,540	2,114	3,373	12,815	15,353	11,888
Current Assets							
Inventory	0	0	0	236	671	1,145	2,888
Receivables	0	0	0	998	3,150	5,400	13,500
Cash at bank	626	0	0	0	0	0	21,288
	626	0	277	1,586	3,821	6,545	37,676
Total Assets	1,130	2,540	2,391	4,960	16,635	21,898	49,563
Current Liabilities							
Payables	0	0	0	118	335	573	1,444
Bank Overdraft	0	4,909	7,590	10,680	16,127	11,005	0
	0	4,909	7,616	10,832	16,463	11,577	1,444
Equity							
Investment	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Reserves	-870	-3,761	-7,994	-9,817	-5,758	4,579	42,778
	1,130	-1,761	-5,994	-7,817	-3,758	6,579	44,778
	1,130	2,540	2,391	4,960	16,635	21,898	49,563
	0	0	0	0	0	0	0

Cost+ Culculation- Midnight Star

	Part time	Monthly Salary cost	Salalry cost	Month 1	Month2	Month3	Month 4	Month 5	Month 6	Month 7	Month 8	2018	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	2019
Expenses																					
HC Expenses																					
CEO	100%	18,750	18,750									-									-
CTO	80%	18,750	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	120,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	120,000
VP R&D	80%	14,306	11,444	11,444	11,444	11,444	11,444	11,444	11,444	11,444	11,444	91,556	11,444	11,444	11,444	11,444	11,444	11,444	11,444	11,444	91,556
R&D Manager	100%	7,639	7,639	7,639	7,639	7,639	7,639	7,639	7,639	7,639	7,639	61,111	7,639	7,639	7,639	7,639	7,639	7,639	7,639	7,639	61,111
Operation	60%	5,722	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	27,467	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	27,467
LabTechnician	100%	3,889	3,889	3,889	3,889	3,889	3,889	3,889	3,889	3,889	3,889	31,111	3,889	3,889	3,889	3,889	3,889	3,889	3,889	3,889	31,111
LabTechnician	100%	3,889	3,889	3,889	3,889	3,889	3,889	3,889	3,889	3,889	3,889	31,111	3,889	3,889	3,889	3,889	3,889	3,889	3,889	3,889	31,111
Consultants				8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	64,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	48,000
Total HC and consultants				**53,294**	**53,294**	**53,294**	**53,294**	**53,294**	**53,294**	**53,294**	**53,294**	426,356	**51,294**	**51,294**	**51,294**	**51,294**	**51,294**	**51,294**	**51,294**	**51,294**	**410,356**
R&D other expenses:												-									-
Rent and overhea	200	50		6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	52,000	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	52,000
1. Standards				185	185	185	185	185	185	185	185	1,481	185	185	185	185	185	185	185	185	1,481
2. Reagents				317	317	317	317	317	317	317	317	2,537	317	317	317	317	317	317	317	317	2,537
3 .HPLC/ LC-MS Analysis (single sample) external				4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	33,333	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	33,333
4. HPLC analysis (single sample) in house				2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	17,280	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	17,280
5. Disposables				603	603	603	603	603	603	603	603	4,820	603	603	603	603	603	603	603	603	4,820
Travel				1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	8,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	8,000
Patents registration									5,000			5,000		10,000						15,000	25,000
Total Other expenses				**14,931**	**14,931**	**14,931**	**14,931**	**14,931**	**19,931**	**14,931**	**14,931**	124,452	**14,931**	**24,931**	**14,931**	**14,931**	**14,931**	**14,931**	**14,931**	**29,931**	**144,452**
Total expenses				**68,226**	**68,226**	**68,226**	**68,226**	**68,226**	**73,226**	**68,226**	**68,226**	550,807	**66,226**	**76,226**	**66,226**	**66,226**	**66,226**	**66,226**	**66,226**	**81,226**	**554,807**
Capital expenditure:												-									
Laboratories (QC+Erlenmyers)					16,667	16,667	16,667					50,000									-
General Lab Equipment					47,667	47,667	47,667					143,000									-
Lab constructions					50,000	50,000						100,000									-
Total Capex				-	114,333	114,333	64,333	-	-	-	-	293,000	-	-	-	-	-	-	-	-	-
Total				**68,226**	**182,559**	**182,559**	**132,559**	**68,226**	**73,226**	**68,226**	**68,226**	**843,807**	**66,226**	**76,226**	**66,226**	**66,226**	**66,226**	**66,226**	**66,226**	**81,226**	**554,807**

Dollar rate:
3.6

Cost for 16 months	**1,398,615**
10% margin	139,861
Cost +10% for 16 months	**1,538,476**

	US$						
	2018	2019	2020	2021	2022	2023	2024
Volume Sales (Kg)	-	-	-	1,400	5,400	10,800	32,400
Average Sale Price (Kg)	-	-		4,275	3,500	3,000	2,500
Cannabis Revenues			-	5,985,000	18,900,000	32,400,000	81,000,000
COGS			-	700,000	1,755,000	2,983,500	7,607,925
Royalties (12%)			-	718,200	2,268,000	3,888,000	9,720,000
Total Cost of Revenue			-	1,418,200	4,023,000	6,871,500	17,327,925
Gross Profit	-	-	-	4,566,800	14,877,000	25,528,500	63,672,075
Gross Margin [%]				76.3%	78.7%	78.8%	78.6%
Total Operating Expenses	780,808	2,427,452	3,761,800	5,613,465	6,886,051	8,264,617	9,254,228
EBITDA	-780,808	-2,427,452	-3,761,800	-1,046,665	7,990,949	17,263,883	54,417,847
CAPEX	300,000	1,000,000	1,500,000	2,000,000	5,000,000	5,000,000	5,000,000
Operating Cash Flow	-1,080,808	-3,427,452	-5,261,800	-3,046,665	2,990,949	12,263,883	49,417,847

Exhibit B

Patents and Patent Applications

Intellectual property list

	Status	Application No.	Filing date	Registration No.	Registration date	Title
P-75742-EPDE	Registered	6711231.8	23-Feb-06	602006053123-0	26- July - 17	FRUIT CELL CULTURE EXTRACT FOR TREATING INFLAMMATION
P-75742-EPFR	Registered	6711231.8	23-Feb-06	1871402	26- July - 17	FRUIT CELL CULTURE EXTRACT FOR TREATING INFLAMMATION
P-75742-EPGB	Registered	6711231.8	23-Feb-06	1871402	26- July - 17	FRUIT CELL CULTURE EXTRACT FOR TREATING INFLAMMATION
P-75742-EPIT	Registered	6711231.8	23-Feb-06	1871402	26- July - 17	FRUIT CELL CULTURE EXTRACT FOR TREATING INFLAMMATION
P-75742-IL	Registered	185476	23-Feb-06	185476	01-July-17	COMPOSITION FOR MUCOSALLY DELIVERING FRUIT CELL CULTURES AND/OR PREPARATIONS DERIVED THEREFROM AND METHODS OF USING SAME
P-75742-JP	Registered	2007-556710	23-Feb-06	5432455	13-Dec-13	FRUIT CELL CULTURE EXTRACT FOR TREATING INFLAMMATION
P-75742-US	Registered	11/884,774	20-Sep-07	8216801	10-Jul-12	METHODS FOR TREATING INFLAMMATORY DISORDERS
P-75742-US1	Registered	13/400,173	20-Feb-12	8628965	14-Jan-14	COMPOSITION OF CULTURED GRAPE CELLS
P-75742-US2	Registered	14/097,395	05-Dec-13	9061053	23-Jun-15	COMPOSITION OF CULTURED GRAPE CELLS
P-75870-CN	Pending	201380073592.3	24-Dec-13			PROCESS FOR THE LARGE SCALE PRODUCTION OF FRUIT CELLS AND TREATMENT OF DISEASES WITH SUCH CELLS
P-75870-EP	Pending	EP13866675.5	24-Dec-13			PROCESS FOR THE LARGE SCALE PRODUCTION OF FRUIT CELLS AND TREATMENT OF DISEASES WITH SUCH CELLS
P-75870-IL	Pending	239646	24-Dec-13			PROCESS FOR THE LARGE SCALE PRODUCTION OF FRUIT CELLS AND TREATMENT OF DISEASES WITH SUCH CELLS
P-75870-JP	Pending	2015-550206	24-Dec-13			PROCESS FOR THE LARGE SCALE PRODUCTION OF FRUIT CELLS AND TREATMENT OF DISEASES WITH SUCH CELLS
P-75870-US	Registered	14/655,052	24-Jun-15	9,867,861	16-Jan-2018	PROCESS FOR THE LARGE SCALE PRODUCTION OF FRUIT CELLS AND TREATMENT OF DISEASES WITH SUCH CELLS
P-77703-IL	Pending	246525	05-Jan-15			POMEGRANATE DERIVED CELL CULTURE AND METHODS FOR PREPARING AND USING THE SAME
P-77703-US	Pending	15/109,649	04-Jul-16			POMEGRANATE DERIVED CELL CULTURE AND METHODS FOR PREPARING AND USING THE SAME
P-78779-PC	Pending	PCT/IL2017/050098	26-Jan-2017			OLIVE DERIVED CELL CULTURE AND METHODS FOR PREPARING AND USING THE SAME