

AGREEMENT

This Agreement made this 10th day of September, 2018.

BETWEEN:

Rod Saddleback (hereinafter called "RS")

-and-

Cabbay Holdings Corp., a company incorporated pursuant to the Laws of BC

(hereinafter called "CHC")

-and-

Alta-Sun Samson Holding Corp, a company incorporated pursuant to the Laws of BC

(hereinafter called "ASHC")

-and-

Myron Sparklingeyes, (hereinafter called MS)

RECITALS

WHEREAS the parties have entered into this Agreement to evidence a corporate structure, financing and operating responsibilities to develop, build out, produce, operate and deliver a licensed cannabis grow facility ('the CGF') on Samson Cree First Nations ("Samson") Land;

AND WHEREAS CHC has the expertise and management to fund, develop, operate and market cannabis from a licensed grow facility on Samson Cree Nations ('Samson') Land;

MDS

AND WHEREAS the parties to this Agreement understand that this Agreement may be amended from time to time, due to the uncertainty of the Federal Government of Canada Laws and the Provincial Licencing Regulations that give effect to Bill C-45, to be proclaimed, respecting cannabis and its amendment of the *Controlled Drugs and Substances Act*, the *Criminal Code*, and other Acts;

AND WHEREAS Canada has recognized First Nations as a territory that has historical justification and economic benefits as a result of growing of hemp, that results in the production of textiles, cannabis products and derivatives;

AND WHEREAS the parties desire to set forth the terms, responsibilities, and obligations upon which they intend to carry on the business and operating a licensed Cannabis Production Facility, including the terms which will govern management, control, development and operation of a Cannabis Grow Facility on Samson Land;

AND WHEREAS the parties hereto have agreed to carry on the Samson CGF under the name of Alta- Sun Samson Holding Corp;

AND WHEREAS RS, MS and CHC shall be the owners of all of the common voting shares of ASHC;

AND WHEREAS RS, MS and CHC shall be the owners of all of the preferred shares of ASHC;

NOW THEREFORE the parties hereto covenant and agree with each other in consideration of their contributions, covenants and obligations set out hereinafter agree as follows:

ARTICLE 1 DEFINITIONS

- a. "Agreement" means this Agreement and any amendments and addendums to this Agreement, to further give force and effect to the terms and the financial consideration to the parties intentions to locate, develop, build out and operate the "CGF";

MBS

- b. "Buildout" the architectural drawings, plans, materials, equipment, scheduling, construction and road access of the "CGF Project";
- c. "Debt Account" means, with respect to RS and CHC, the aggregate initial capital contribution to ASHC from each of the said parties;
- d. "CGF" is the Licensed Cannabis Grow Facility, the subject of this agreement on land situated on Samson land;
- e. "GAAP" means the current accounting principles recommended by the Canadian Institute of Chartered Professional Accountants in the CPA Canada Handbook at the relevant time, or in the event that the matter is not covered in the CPA Canada Handbook, principals having general acceptance among accounting professionals at all relevant times.
- f. "Operating Committee" is the establishment of a committee whose representation shall be one (1) named persons from RS, one (1) named persons from MS and one (1) named from persons from CHC, who shall comprise a committee for the purpose of attending regularly scheduled meetings to consult, assess, and voice concerns of the parties or their band members.
- g. "Parties" to this Agreement are RS, MS, CHC and ASHC;
- h. "Party" or "Parties" means the parties to this Agreement whether original, additional or substituted;
- i. "Project" is the development, building out, stocking and operating a licensed Cannabis Grow Facility "CGF" on Samson lands for the initial period of 49 years for the economic and mutual benefit of all parties to this Agreement together with any extension or expansion to that "CGF";
- j. "Required Capital Contribution" means such capital contributions to be advanced to facilitate the development, build out, stocking and operating of the CGF;

MDS

Article 2 FORMATION OF LICENSED CANNABIS GROW COMPANY

2.1 Formation

ASHC was incorporated by CHC on, March 26, 2018, as a wholly owned subsidiary.

Upon RS and MS providing the following documentation for the site:

- a. Evidence of approval of the allotment of the CP land by Samson Band Council and the Minister of Crown-indigenous Relations of Northern Affairs to the CP holder;
- b. Evidence from Band Council and the Minister of Crown-indigenous Relations of Northern Affairs that RS has lawful possession of the CP land by way of a lease from the CP land holder;
- c. Certificate of Possession;
- d. Samson band council resolution approving the CGF at Samson.

New common shares shall be issued by ASHC for the nominal sum of \$0.001 per share to give effect to the following share ownership: RS has 49% and CHC has 49% and MS has 2% of all the issued common shares. RS and CHC shall each appoint a Director for ASHC.

2.2 Offices

The principal office ASHC shall be located on Samson land.

2.3 Band Council Resolutions

RS shall be responsible to have the appropriate Band Council Resolution(s), giving effect to all those necessary and reasonable resolutions thereto to give force and effect to the terms, conditions and obligations of this Agreement.

MBS

2.4 Location of CGF

The location of the licensed CGF shall be on Samson lands where it is best suited and most advantageous in taking advantage of those operating costs such as water, power, utilities, CO2 emissions and such other ancillary factors relevant to the buildout and operation of the said facility.

ARTICLE 3 Financial Arrangements and Considerations

3.1 The estimated cost to develop, build out and stock the CGF is \$35 million for 250,000 sq. ft. \$100 million dollars, for 1,000,000 square feet of the CGF.

3.2 CHC plans to use commercially reasonable best efforts to commence the construction and finance 51% of the initial 250,000 square foot CGF, as soon as reasonably possible, and to finance 51% of, and build out, develop, each and every successful phase to a possible total of 1,000,000 square foot facility, or larger facility should both parties agree and decide to build out more than 1,000,000 square feet. All funds provided to ASHC by CHC will be by way of a loan and considered a contribution to the ASHC debt account.

3.3 RS will make reasonable best efforts to attempt to contribute or arrange 49% of the capital to contribute to the construction and operation of the CGF. This capital contribution may be by way of a loan from a third party to ASHC. In the event that RS plans to finance a 49% portion of the initial 250,000 square foot CGF, he must do so as soon as reasonably possible, and finance a portion of each and every successful phase to a possible total of 1,000,000 square foot facility, or larger facility should both parties agree and decide to build out more than 1,000,000 square feet. All funds provided to ASHC by RS or arranged to be loaned to ASHC by RS will be by way of a loan and considered a contribution to the ASHC debt account.

3.4 CHC covenants and agrees that they shall make reasonable best efforts to pay for the development, building, and stocking of the CGF, less whatever financial contribution that has been made by RS, as referenced in the preceding paragraph.

3.5 The debt or contributions incurred by the parties for the development, buildout, and stocking of the said CGF, shall be paid back first from the profits of ASHC, until that debt or contribution is paid in full according to the terms contained in **Schedule A** to this Agreement. All repayments dictated in this paragraph shall be paid simultaneously to the contributing parties, at their proportionate rate contributed.

3.6 For each \$100,000 (one hundred thousand) dollars contributed to the ASHC debt account by the Parties, ASHC will issue 1 (One) Class B Preferred share to the contributing party. The parties to this Agreement covenant and agree that once the debt or financial contribution described herein before has been paid back accordance with Paragraph 3.5, then the net profit of AHSC shall be paid out, according to the terms contained in **Schedule A** to this Agreement.

3.7 The parties further covenant and agree that CHC or its assignee shall be paid 10% of total gross revenue of AHSC, as a management fee, per annum, prior to any distribution of profits for the duration of this agreement and any extensions to it, as consideration for their overseeing and management of the buildout and operation of the CGF.

ARTICLE 4 LICENSING

4.1 The Parties to this Agreement undertake, covenant and agree to take all steps necessary as a reasonable business person to obtain a federal Growing License of Cannabis, as stipulated by the Federal Government of Canada, as a result of decriminalizing cannabis, and acknowledging the recreational use of the same through licensed and regulated dispensaries throughout Canada.

MRS

4.2 The Parties to this Agreement will attend to filling out the necessary forms, applications and documents to obtain and be granted a license to grow cannabis, and such other further licenses, permits, or permissions to extract and produce such other legal derivatives from the growing of cannabis, such as CBD, concentrates, or such other legal products derivatives that have been processed and developed as a result of the growing of cannabis and that may be distributed by the operation of the "CGF".

4.3 Any such licenses that are applicable or necessary to give effect this Agreement shall be held by ASHC, but it is expressly understood, and covenant and agreed that at no time shall that license divest to any other party or third party than CHC, either during the terms of this Agreement or its extension(s).

4.4 The Parties to this Agreement shall take all steps necessary to obtain, assist, and advance the necessary applications and permits, be they federal, provincial municipal or required by Samson band council for the purpose of giving effect to all aspects of the "CGF Project".

ARTICLE 5 MANAGEMENT OF ASHC

5.1 Management

The Parties to this Agreement agree, acknowledge and covenant that CHC shall oversee the development, buildout, management, operation and marketing of the cannabis and by-products from the "CGF" for the term of this Agreement including any extensions or renewals of this Agreement.

5.2 Shareholders Agreement

The draft terms to a shareholders agreement covering the detail of the management of ASHC, **Appendix B**, shall be come the basis of a shareholders agreement to come into force once the common shares issued in section 2.1, Formation, have been issued to RS and MS and CHC.

MDS

ARTICLE 6 TERMS AND TERMINATION

6.1 The term of this Agreement is 49 years, from the date of this Agreement, and the parties have the option to renew this Agreement for a further term of 25 years, and such other term as the parties agree to be reasonable in all the circumstances.

6.2 The parties to this Agreement may agree to undertake further financial investment, contribution or other arrangements for the purpose for building out, developing and operating, more than 1,000,000 square feet of CGF.

6.3 This agreement will terminate on December 31, 2018 if RS and MS are unable to provide the documents required in section 2.1.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 ASHC represents and warrants that they are a valid and subsisting corporation pursuant to the laws of the Province of British Columbia. Also, that they have the corporate powers to hold its assets and to carry on its business in and is in good standing in all jurisdictions in which it holds such assets and carries on such business respectively. Also, that no person, firm or corporation now has or will have, at the time of signing this Agreement, any agreement or option or any right or privilege capable of becoming an agreement to this Agreement or the CGF.

7.2 CHC represents and warrants that they are a valid and subsisting corporation pursuant to the laws of the Province of British Columbia. Also, that they the corporate powers to hold its assets and to carry on its business in and is in good standing in all jurisdictions in which it holds such assets and carries on such business respectively. Also, that no person, firm or corporation now has or will have, at the time of signing this Agreement, any agreement or option or any right or privilege capable of becoming an agreement to this Agreement or the CGF.

MS

7.3 MS represents and warrants that no person, firm or corporation now has or will have, at the time of signing this Agreement, any agreement or option or any right or privilege capable of becoming an agreement to this Agreement or the CGF.

7.4 RS represents and warrants that no person, firm or corporation now has or will have, at the time of signing this Agreement, any agreement or option or any right or privilege capable of becoming an agreement to this Agreement or the CGF.

7.5 All parties to this Agreement represent and warrant that they will take all reasonable steps necessary to commence the duties outlined in this Agreement as soon as reasonably possible.

7.6 RS, MS and CHC represent and warrant that once the shares of ASHC have been issued as in section 2.1 the 49% share allocation to RS, 2% share allocation to MS and the 49% share allocation to CHC shall remain unchanged for the duration of this Agreement, and any extensions thereto, unless otherwise agreed to by both parties, in writing.

ARTICLE 8 FINANCIAL INTERESTS AND ACCOUNTING

8.1 Fiscal Year

The fiscal year of ASHC shall end on the 31th day of December of each year or on such other date as may be determined from time to time by the partners RS and CHC. Annual account shall be taken of the affairs of AHSC as soon as possible following the end of each fiscal year of ASHC (and in any event prior to the expiry of six (6) months after the end of each fiscal year) and such annual account shall be signed by the partners RS, MS and CHC, and, after such signing, shall be binding upon all parties and not reopened save and except for material errors or omissions.

MS

8.2 Accountants

At the end of each fiscal year of ASHC, shall appoint accountants and auditors for the next fiscal year. The accountants and auditors so appointed shall prepare financial statements as at the end of each fiscal year of ASHC in accordance with GAAP applied on a consistent basis.

8.3 Records and Financial Statements

Proper books of account and records shall be maintained in respect of all transactions of ASHC and each partner, RS, MS and CHC, shall have access to and may inspect and copy at any time any part thereof. Statements of the business and financial affairs of ASHC shall be prepared from time to time as determined by the partners RS, MS and CHC and shall be in such form as they both may determine.

8.4 Bank Account

The bank of ASHC shall be such bank or trust company as may be determined by the Parties and there shall be kept thereat an account to be called the "General Account" in the name of the ASHC. All monies received from time to time on account of ASHC shall be deposited in the general account as soon as practical and in the same drafts, cheques, bills or cash in which such monies were received. All disbursements made by or on account of ASHC shall be made by cheque drawn on the general account of AHSC. All cheques shall be signed and executed by the signing officers designated from time to time by AHSC.

ARTICLE 9 CONFIDENTIALITY

MDS

9.1 The parties to this Agreement agree that any of the business details or concerns of the parties relevant to the CGF are confidential information, and that their business affairs, financial affairs and personal concerns shall be held in the strictest of confidence.

ARTICLE 10 CORPORATE RESOLUTIONS

10.1 The parties that are Corporations to this Agreement undertake and covenant to prepare, draft and sign such Corporate Resolutions that are necessary in all aspects to give effect to the terms, conditions, obligations and responsibilities under this Agreement including licensing applications, financial accounting and banking to carry out the business of the CGF, as hereinbefore described.

ARTICLE 11 ADDITIONAL PROVISIONS APPLICABLE TO THE AGREEMENT

11.1 Modification

This Agreement may not be modified or amended except by an instrument in writing duly executed by all the parties.

11.2 Currency

Any dollar figures expressed herein refer to funds in Canadian currency.

11.3 Assurances

Each of the parties covenants and agrees to execute such further and other documents and instruments and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

11.4 Governing Law

MDS

All notices, demands or other communications required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by telegram or telefax or may be forwarded by first class, prepaid, registered mail to the parties at the following addresses:

RS Rod Saddleback

MS Myron Sparklingeys

Box 1

Goodfish Lake, AB T0A1R0 _____

CHC Cabbay Holdings Corp.

555 Burrard Street, Suite 1735, Box 243

Vancouver, BC. V7X 1M9, Canada

ASHC Alta-sun Samson Holdings Corp.

555 Burrard Street, Suite 1735, Box 243

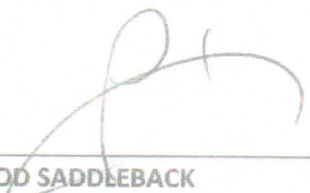
Vancouver, BC. V7X 1M9, Canada

Any notice delivered or sent by telegram or telex shall be deemed to have been given and received at the time of delivery and any notice mailed as aforesaid shall be deemed to have been given and received


at the expiration of forty eight (48) hours after it is posted, addressed as aforesaid, or to such other address or addresses as from time to time may be notified in writing by one party to the other; provided, if there shall be at the time of mailing or between the time of mailing and the actual receipt of the notice a labour dispute, slow-down or other disruption which might affect the normal delivery of such notice by mail, then such notice shall be in effect only if actually received.


11.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

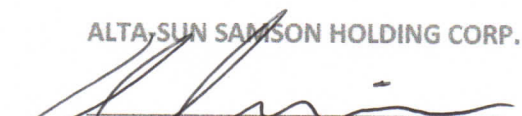


ROD SADDLEBACK

CABBAY HOLDINGS CORP

Per: DOUG UNWIN, President



MYRON SPARKLINGEYES

ALTA-SUN SAMSON HOLDING CORP.


Per: Doug Unwin, President

SCHEDULE A

FINANCIAL ARRANGEMENTS AND CONSIDERATION

Upon signing of the lease by ASHC for the Samson lands where the CGF will be located, RS will receive forty thousand dollars Canadian (\$40,000) less any payments that have been billed to CHC or ASHC and have been paid by those entities.

In the event that, RS contributes or arranges 49% of the capital required to buildout and stock the CGF, the net profit of ASHC, after the first full harvest and after the debt or contributions from the parties plus interest per annum of 18% have been paid back, shall be paid out as follows:

1. RS will receive a bonus of ten (10%) percent of net profit of ASHC for the initial period of TEN (10) years on each 250,000 square foot buildout of the CGF.
2. On the First (1st) anniversary of the debt or contributions plus interest having been paid back, and into perpetuity, RS will receive its prorated share of dividends declared on the ASHC Class B Preferred Shares

In the event that, RS contributes or arranges less than 49% of the capital required to buildout and stock the CGF, the net profit of ASHC, after the first full harvest and after the debt or contributions from the parties plus interest per annum of 18% have been paid back, shall be paid out as follows:

1. RS will receive a bonus of ten (10%) percent of net profit of ASHC to a maximum of five hundred thousand (\$500,000) for the initial period of TEN (10) years on each 250,000 square foot buildout of the CGF.
2. On the first (1st) anniversary of the debt or contributions plus interest having been paid back, and into perpetuity, RS will receive its prorated share of dividends declared on the ASHC Class B Preferred Shares

MRS

APPENDIX B

DRAFT TERMS OF SHAREHOLDERS AGREEMENT

Assistance and Consulting by the Operating Committee

CHC undertakes, acknowledges and agrees that the Operating Committee, from time to time, may establish policies and provide advice concerning the "CGF" addressing the concerns of SAMSON Chief and Council and Elders, with respect to the operations, business, and image of the CGF, relative to the SAMSON First Nation members, elders, and persons related to the said First Nation who may be affected by the growing, delivery, production and marketing of cannabis and its derivatives to the public at large.

ROD SADDLEBACKS UNDERTAKINGS TO THE SHARHOLDERS AGREEMENT

RS agrees to forthwith provide, in writing, a location dedicated as the site upon which ASHC may commence its "CGF Project" as soon as reasonably possible.

RS will provide the following documentation for the site:

Evidence of approval of the allotment of the CP land by Samson Band Council and the Minister of Crown-indigenous Relations of Northern Affairs

Evidence from Band Council and the Minister of Crown-indigenous Relations of Northern Affairs that RS has lawful possession of the CP land

Certificate of Possession

To provide a Band Council Resolution to permit free and open access to the CGF site and exit from the CGF site in order to permit the buildout of the grow facility and the delivery of cannabis and other derivatives from the CGF to market.

MDS

RS and MS to provide the necessary water, electricity, natural gas, heat, carbon dioxide and power to the CGF at a reasonable cost to ASHC, to be negotiated between the parties, at a price to be mutually beneficial to all of the parties.

RS shall provide a list of eligible persons, over the age of eighteen (18), who would be ready, willing and able to work at the buildout and operate CGF. The parties to this agreement covenant to make reasonable best efforts to employ members of Samson, for the buildout and operation of the CFG, wherever possible, taking into consideration the availability and qualifications of applicants.

RS agrees and undertakes to attend regularly scheduled meetings for the purpose of discussing all aspects of the CGF buildout and operations. In addition, to attend to and execute all such further and other documents as are necessary to carry out and to complete all aspects of this Agreement including licensing, finance, permits and other matters that are relevant to give full force and effect to this Agreement.

To assign and designate those persons who will sit upon the Operating Committee and those replacement of individuals when, and if necessary.

UNDERTAKINGS OF CHC TO THE SHARHOLDERS AGREEMENT

CHC undertakes to provide the necessary expertise to commence developing, building out, sourcing material and constructing a licensed grow facility in all aspects, in particular, those that are required by the Federal and Provincial regulators, pursuant to legislation that is yet to be finalized.



To attend and assist RS with Government applications for the purpose of obtaining Federal, Provincial and Municipal, or any other licensing, or permits that are required for the purposes of giving effect to CGF Project.

Attend to executing all such documentation as are contemplated or necessary to give full force and effect to this Agreement.

To assign and designate those persons who will sit upon the Operating Committee and those replacement of individuals when, and if necessary.

FORMATION OF THE OPERATING COMMITTEE

RS shall designate one (1) persons and CHC shall designate one (1) person, and MS shall designate one (1) person, for the purpose of attending regularly scheduled Committee Meetings to discuss, recommend, consult, voice concerns, and establish policies in carrying out the business of a profitable, successful, reputable, licensed CGF on Samson land.

MDS

ADDENDUM TO AGREEMENT

A. ASHC shall undertake the affirmative action hiring policy whereby Samson band members shall be first approached and have the first right of refusing jobs requiring skilled workers, construction workers, transport and truck drivers, and employees for the AHSC to work at the "CGF".

A handwritten signature in the bottom right corner of the page, appearing to be "MDS".