

SHARE PURCHASE AGREEMENT
Among
NATURAL HEALTH SERVICES LTD.
and
the Shareholders of
NATURAL HEALTH SERVICES LTD.
and
SUNNIVA HOLDINGS CORP.

February 8, 2017

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SHARE PURCHASE AGREEMENT

THIS AGREEMENT made as of the 8th day of February, 2017,

AMONG:

DANIEL VASS, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Vass”)

AND:

STEPHANIE MASON, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Mason”)

AND:

STEPHEN OLYARNYK, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Olyarnyk”)

AND:

HUBERTUS VAN GELDEREN, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Van Gelderen”)

AND:

MATTHEW KOEPP, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Koepp” and, together with Vass, Mason, Olyarnyk and Van Gelderen,
the “Management Vendors”)

AND:

JAMES FREE, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Free”)

AND:

MICHAEL WEIGEL, an individual with an address at [REDACTED]
[REDACTED] {personal information}

("Weigel")

AND:

DUSTIN MYLES HOLLMAN, an individual with an address at [REDACTED]
[REDACTED] {personal information}

("Hollman")

AND:

JAMIE KEMBEL, an individual with an address at [REDACTED]
[REDACTED] {personal information}

("Kembel")

AND:

CRYSTAL DAWN ENGEL, an individual with an address at [REDACTED]
[REDACTED] {personal information}

("Crystal Engel")

AND:

BARBARA ANNE ENGEL, an individual with an address at [REDACTED]
[REDACTED] {personal information}

("Barbara Engel")

AND:

JOEL RYAN TAYLOR AND TAMARA CASSANDRA TAYLOR,
individuals with an address at [REDACTED]
[REDACTED] {personal information}

("Taylor")

AND:

PERCY JAMES FADER, an individual with an address at [REDACTED]
[REDACTED] {personal information}

("Fader")

AND:

CHERYL DOERING, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Doering”)

AND:

JODIE COSSETTE, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Cossette”)

AND:

MARIE PYTLARZ, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Pytlarz”)

AND:

CHRISTOPHER FOORD, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Foord”)

AND:

AMY LAFLECHE, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Amy Lafleche”)

AND:

LYNNE LAFLECHE, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Lynne Lafleche”)

AND:

AMY HAYES, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Hayes”)

AND:

BASIL JAMES KELLY, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Kelly”)

AND:

HART STEINFELD, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Steinfeld”)

AND:

ZOE CALLAGHAN, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Callaghan”)

AND:

ASHLEIGH FRANCES SPELAY, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Spelay”)

AND:

BRAD LESLIE HARDY, an individual with an address at [REDACTED]
[REDACTED] {personal information}

(“Hardy”)

AND:

VLP HOLDINGS LTD., a corporation incorporated under the laws of the
Province of Alberta with its offices located at [REDACTED]
[REDACTED] {personal information}

(“VLP Holdings”)

AND:

ROBERT FERRARI PROFESSIONAL CORPORATION, a professional corporation incorporated under the laws of the Province of Alberta with its offices located at [REDACTED] [REDACTED] {personal information}

(“Ferrari”)

AND:

JOHN BRANDENBURG, an individual with an address at [REDACTED] [REDACTED] {personal information}

(“**Brandenburg**” and, collectively with the Management Vendors, Free, Weigel, Hollman, Kembel, Crystal Engel, Barbara Engel, Taylor, Fader, Doering, Cossette, Pytlarz, Foord, Amy Lafleche, Lynne Lafleche, Hayes, Kelly, Steinfeld, Callaghan, Spelay, Hardy, VLP Holdings, and Ferrari, the “**Vendors**”)

AND:

SUNNIVA HOLDINGS CORPORATION., a corporation incorporated under the laws of Canada

(the “**Purchaser**”)

AND:

NATURAL HEALTH SERVICES LTD., a corporation incorporated under the laws of the Province of Alberta

(the “**Company**”)

WHEREAS the Vendors wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendors, all of the outstanding shares in the capital of the Company on the terms hereinafter set forth;

NOW THEREFORE in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms.

For the purpose of this Agreement and in the Schedules attached hereto, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

“**ABCA**” means the *Business Corporations Act* (Alberta);

“**Accounts Receivable**” means accounts receivable, trade accounts receivable, notes receivable, book debts, Shareholder Loans and other debts due to the Company, and the full benefit of any related security, as determined in accordance with past practice relating to the preparation of historical annual financial statements of the Company, consistently applied;

“**Affiliate**” has the meaning attributed to this term in the ABCA;

“**Agreement**” means this share purchase agreement, together with the Schedules attached hereto and made a part hereof, all as amended, supplemented or modified from time to time in accordance with the provisions hereof;

“**Applicable Law**” means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives and orders of and the terms of all judgments, orders and decrees issued by any Governmental Body by which such Person is bound or having application to the transaction or event in question;

“**Base Working Capital**” means Working Capital of \$300,000;

“**Books and Records**” means all files, books and records and all incidental documentation of or pertaining to the Business, the Company and its subsidiaries, including but not limited to minute books, past and present sales records, financial statements, all ancillary contracts, computer reports, vendor, supplier, customer and similar lists containing a record of contact persons and organizations, and their respective names, addresses and telephone numbers, price lists, equipment logs, credit records and information, licensing, marketing and promotional material, employee lists and records and any other business records and information;

“**Business**” means the current business of the Company consisting of:

- (a) the operation of medical clinics specializing the prescription of medical marijuana;
- (b) the sale of medical devices for the purpose of storing, dispensing and consumption of medical marijuana; and
- (c) the sale of software as a service to licensed producers of medical marijuana;

“**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in the Provinces of Alberta or British Columbia;

“**Change of Control Tax Returns**” means the income tax returns of the Company to be filed for the period ending immediately prior to the Closing Date;

“**Claim**” has the meaning set forth in Section 10.5(a);

“**Closing**” means closing of the purchase and sale of the Purchased Shares contemplated hereby;

“**Closing Date**” means February 7, 2017 or such other date as may be agreed to by the Parties;

“**Closing Statements**” has the meaning set forth in Section 2.4(c);

“**Closing Time**” means effective 12:01 a.m. (Vancouver Time) on the Closing Date or such other time on the Closing Date as may be agreed to by the Parties;

“**Closing Working Capital**” has the meaning set forth in Section 2.4(c);

“**Company**” means Natural Health Services Ltd., a company incorporated under the ABCA;

“**Company Legal Requirements**” has the meaning set forth in Section 6.15;

“**Company Licenses**” has the meaning set forth in Section 6.15;

“**Company Transaction Expenses**” means the fees and expenses payable by or on behalf of the Company to Carscallen LLP, Deloitte LLP or The CFO Centre Limited and such other professional advisors as retained from time to time by the Company in connection with this Agreement or the sale of Purchased Shares and not otherwise paid prior to the Closing Date;

“**Competent Authority**” means, collectively and individually, any or all of the Minister of National Revenue, the Provincial Treasurer of Alberta, a court or tribunal of competent jurisdiction and/or any other taxing authority having jurisdiction over the Parties;

“**Consideration Shares**” has the meaning set out in Section 2.3(a)(iii);

“**Contract**” means any agreement, indenture, contract, lease, deed of trust, license, option, instrument or other commitment or undertaking, whether written or oral;

“**Convertible Debenture Offering**” means the non-brokered private placement by the Company of \$600,000 principal amount of 12% unsecured, subordinate, convertible debentures issued on December 15, 2016;

“**Current Assets**” has the meaning given thereto under IFRS, except as specifically contemplated hereby. For greater certainty, Current Assets includes cash and cash equivalents, prepaid expenses and deposits, Accounts Receivable (less an allowance for doubtful accounts receivable in accordance with the Company’s Ordinary Course practices), purchase prepayments, goods and services tax recoverable, income taxes recoverable and payroll advances of the Company;

“**Current Liabilities**” has the meaning given thereto under IFRS and includes, for greater certainty, accounts payable and accrued liabilities, income taxes payable, goods and services tax payable, harmonized sales tax payable, provincial sales tax payable of the Company or any other liability;

“**Direct Claim**” has the meaning set forth in Section 10.5;

“**Electing Vendor**” has the meaning set forth in Section 2.8;

“**Employment Legislation**” means any and all Applicable Laws relating to employment, including employment standards, workers' compensation, employment insurance, pension, occupational health and safety and employment equity;

“**Employment Offers**” means the offers of employment from either the Purchaser or the Company to each of Vass, Mason, Olyarnyk and Koepp which will be executed and delivered by all parties thereto on or prior to the Closing Date;

“**Encumbrance**” means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, demands of any nature whatsoever, exception, reservation, easement, right of occupation, right of way, restrictive covenant, any matter capable of registration against title, option, right of pre-emption, privilege or any Contract to create any of the foregoing;

“**Environmental Laws**” means all Applicable Law relating to the protection of the environment, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any pollutants, contaminants, chemicals, deleterious substances or industrial, toxic or hazardous wastes or substances;

“**Equity Offering**” means the issue and/or sale of Equity Securities, directly, or indirectly, whether for cash, cash equivalents, services, assets or securities of another Person, other than (i) the issue of Equity Securities upon the exercise of stock options, warrants or other convertible securities, outstanding on the Closing Date, (ii) the grant of stock options by the Purchaser following the Closing Date, (iii) the issue of Sunniva Shares following the Closing Date upon the exercise of stock options, warrants or other convertible securities, and (iv) the issuance of warrants as compensation to agents for services rendered to the Purchaser;

“**Equity Securities**” means Sunniva Shares, or securities convertible into or exercisable or exchangeable for Sunniva Shares including, without limitation, debt securities;

“**Exchange**” means the TSX Venture Exchange, or such other stock exchange that the Shares may be listed on from time to time;

“**Financial Statements**” means the audited consolidated financial statements of the Company for the year ended June 30, 2016 and prepared in accordance with IFRS, consistently applied, a copy of which is annexed hereto as Schedule 6.16;

“**Fundamental Representations and Warranties**” means the representations and warranties of each Vendor set forth in Sections 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 6.3 and 6.4;

“**Governmental Body**” means any: (a) federal, provincial, state, municipal, local or other governmental body (whether administrative, legislative, executive or otherwise, both domestic and foreign); (b) governmental or quasi-governmental authority of any nature, including any governmental ministry, agency, branch, department, commission, board, tribunal, bureau, instrumentality (whether domestic or foreign); and (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature of or pertaining to government;

“**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board and as adopted by the Canadian Accounting Standards Board;

“**Indemnified Party**” has the meaning set forth in Section 10.5;

“**Indemnifying Party**” has the meaning set forth in Section 10.5;

“**Independent Auditor**” has the meaning set forth in Section 2.4(f);

“**Intellectual Property**” means all trademarks, trade names, business names, patents, inventions, patent rights, patent applications (including any reissues, divisions, continuations, continuations in part and

extensions of any patents or patent applications) know-how, copyrights, service marks, brand names, industrial designs, technical processes, designs, engineering specifications, trade secrets and all other industrial or intellectual property owned or licensed by the Company or any subsidiary of the Company in carrying on the Business, and all applications therefor and all goodwill in connection therewith, including all licenses, registered user agreements and all like rights used by or granted to either the Company or any subsidiary of the Company in connection with the Business;

“**Interim Period**” means the period between the date of this Agreement and the Closing Date;

“**Knowledge**” means, in respect of any Party, the actual knowledge of such Party, in each case after review by such Party of his own files and after due inquiry of such Party’s direct reports;

“**Lease Consents**” means any consent required of any landlord or lessor under the terms of any Leases in connection with the consummation of the transactions contemplated by this Agreement;

“**Leased Real Property**” has the meaning set out in Section 6.9;

“**Leases**” means any leases entered into by the Company with respect to the Leased Real Property;

“**Losses**” means all claims, demands, proceedings, fines, losses, damages, liabilities, deficiencies, costs and expenses (including all reasonable legal (on a solicitor and its own client basis) and other professional fees and disbursements, interest, penalties, judgments and amounts paid in accordance with any applicable requirements of the Agreement as settlements, satisfactions or other compromises) arising directly or indirectly as a consequence of such matter after taking into account any net tax benefit for the Party suffering the Loss and in the case of the Purchaser, includes the Company;

“**Management Vendors**” has the meaning set out on page 1 of this Agreement;

“**Material**” means, when used as an adjective, that any breach, default or deficiency in the satisfaction of any covenant, representation or warranty so described might reasonably:

- (a) give rise to an aggregate remedial cost of more than \$300,000, in any individual instance or collectively in any greater number of instances, where all such instances arise pursuant to multiple breaches of the same covenant, representation or warranty; or
- (b) where no adequate remedy is reasonably available, result in disturbance in the Ordinary Course of the Business of an aggregate cost properly attributable to such disturbance of more than \$300,000,

and “**Materially**” shall have the corresponding meaning;

“**Material Adverse Change**” or “**Material Adverse Effect**” means, with respect to any Person, any change or effect that individually or when taken together with all other changes or effects that have occurred during any relevant period of time before the determination of the occurrence of that change or effect is or is reasonably likely to be Materially adverse to the business, operations, assets, liabilities, capital, prospects, financial condition (financial or otherwise) or results of operation of such Person, excepting therefrom:

- (a) any adverse change or effect attributable to the announcement, pendency or consummation of the transactions contemplated by this Agreement (including any cancellations of or delays in customer orders, any reduction in sales, any disruption in supplier, distributor, partner or similar relationships or any loss of employees);

- (b) the effects of changes that are generally applicable to the industry in which the Business operates, to the global economy generally, or to the economies in any locations in which the Business operates;
- (c) acts of war, sabotage or terrorism, military actions or the escalation thereof;
- (d) any changes in Applicable Law or accounting rules or principles, including changes in IFRS; or
- (e) any other action required by this Agreement;

“**Material Contract**” means, in relation to any Person, any material agreement, undertaking or other commitment to which that Person is a party or by which that Person is bound, including:

- (a) any employment or consulting agreement, contract or commitment with an employee or individual consultant or salesperson, or consulting or sales agreement, contract, or commitment with a firm or other organization to provide employment related services to such Person;
- (b) any agreement or plan, including any stock option plan, stock appreciation rights plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement;
- (c) any fidelity or surety bond or completion bond or any indemnity or assumption agreement in respect of the obligations of a third Person;
- (d) any lease of personal property and any lease for office premises or other real property;
- (e) any agreement, contract or commitment relating to capital expenditures and involving future payments in excess of \$150,000;
- (f) any confidentiality, non-competition, area of exclusion or non-solicitation agreement;
- (g) any agreement, contract or commitment relating to the disposition or acquisition of assets or any interest in any business enterprise outside the Ordinary Course of such Person’s business;
- (h) non-arm’s length transactions, including agreements with Affiliates of such Person or any of its other Representatives which such Person will be bound by following the Closing Date;
- (i) any mortgage, indenture, guarantee, loan or credit agreement, security agreement or other agreement or instrument relating to the borrowing of money or extension of credit;
- (j) any dealer, distribution, joint marketing or development agreement;
- (k) any sales representative, original equipment manufacturer, value added, re-marketer, reseller, or other agreement for use or distribution of such Person’s products, technology or services; or

- (l) any other agreement, contract or commitment that (i) involves (A) \$150,000 or more and is not cancellable without penalty within 30 days, (B) minimum purchase commitments by such Person, or (C) ongoing service or support obligations and that are not cancellable without penalty or refund within 30 days, or (ii) imposes any obligation on such Person as a result of the completion of the transactions contemplated herein;

“**NHS Shareholder Agreement**” means the unanimous shareholder agreement entered into by the Company and each Vendor and dated effective October 14, 2016;

“**Non-Competition Agreement**” means the non-competition and non-solicitation agreement or agreements to be entered into by each of the Management Vendors and the Purchaser on or before the Closing Date, substantially in the form attached as Schedule C hereto;

“**Notes**” has the meaning set forth in Section 2.3(b)(i);

“**Objection Notice**” has the meaning set forth in Section 2.4(e);

“**Offered Securities**” has the meaning set forth in Section 9.9(d);

“**Offer Notice**” has the meaning set forth in Section 9.9(c);

“**Offer Period**” has the meaning set forth in Section 9.9(f);

“**Olyarnyk Share Pledge Agreement**” means the share pledge agreement to be entered into between Olyarnyk and the Purchaser on or before the Closing Date;

“**Ordinary Course**” means, with respect to an action taken by a Person, that the action is consistent with the past practices of the Person and is taken in the normal day-to-day operations of the Person;

“**Overlapping Tax Returns**” means any and all Tax Returns of the Company for any taxation year or fiscal period that commences prior to the Closing Date, the due date of which is after the Closing Date (including, for greater certainty, the Change of Control Tax Returns);

“**Participating Vendor**” has the meaning set forth in Section 9.9(g);

“**Parties**” means the parties to this Agreement, each of whom is a “**Party**”;

“**Person**” or “**Persons**” means an individual, a corporation, a limited liability company, an unlimited liability company, a partnership, an association, a trust or other entity or organization, including any Governmental Body;

“**Post-Closing Cash Payment**” has the meaning set forth in Section 2.3(a)(ii);

“**Pre-Emptive Right**” has the meaning set out in Section 9.9(a);

“**Preliminary Closing Working Capital**” has the meaning set forth in Section 2.4(a)(i);

“**Pro Rata Interest**” means, as of the Closing Time, the aggregate ownership interest of the Vendors in the Purchaser, expressed as a percentage, equal to: (i) the number of Sunniva Shares beneficially owned, directly or indirectly, by the Vendors; divided by (ii) the aggregate number of outstanding Sunniva Shares plus the number of Sunniva Shares issuable upon conversion, exercise or exchange of all options and warrants issued after the Closing Date, subscription receipts or similar Equity Securities;

“**Purchase Price**” has the meaning set out in Section 2.2;

“**Purchased Shares**” means the 6,282,401 issued and outstanding Class “A” Common Voting Shares in the capital of the Company;

“**Purchaser**” means Sunniva Holdings Corporation;

“**Purchaser Board**” means the board of directors of the Purchaser, as constituted from time to time;

“**Purchaser Legal Requirements**” has the meaning set forth in Section 7.14(a);

“**Purchaser Licenses**” has the meaning set out in Section 7.14(b);

“**Releases**” has the meaning set out in Section 3.2(e);

“**Representatives**” means, with respect to any Party, its Affiliates and, if applicable, its and their respective directors, officers, employees, agents and other representatives and advisors;

“**Securities Act**” has the meaning set out in Section 5.8(a);

“**Share Pledge Agreement**” has the meaning set out in Section 2.3(b)(ii);

“**Shareholder Loans**” means any indebtedness owing by the Company to any Vendor or any other entity for the benefit of any Vendor;

“**Subscription Notice**” has the meaning set out in Section 9.9(f);

“**Sunniva Equity Offering**” means a private placement equity financing of the Purchaser, closing in one or more tranches on or before the Closing Date, resulting in aggregate gross proceeds to the Purchaser of at least US\$10,000,000;

“**Sunniva Shares**” means common shares in the capital of the Purchaser;

“**Tax Act**” means the *Income Tax Act*, R.S.C. 1985, Fifth Supplement, c. 1, as amended from time to time, including the regulations promulgated thereunder;

“**Taxes**” means any domestic or foreign federal, provincial, territorial, state or local income, goods and services, value added, corporation, land transfer, license, payroll, excise, sales, use, capital, withholding, franchise, property or other tax, levy, duty, assessment, reassessment or other charges of any kind whatsoever, whether direct or indirect, including any interest or penalty on any of the foregoing, whether disputed or not, and includes Canada Pension Plan premiums and employment insurance premiums and premiums for like plans in other jurisdictions where the business is conducted;

“**Tax Provision Amounts**” has the meaning set forth in Section 6.19;

“**Tax Returns**” includes all returns, reports, declarations, designations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Applicable Law in respect of Taxes;

“**Third Party**” has the meaning set forth in Section 10.7(c);

“**Third Party Claim**” has the meaning set forth in Section 10.5(a);

“**Third Party Debt**” means, with respect to the Company at a time, all of its indebtedness for borrowed money at such time; all obligations of the Company in respect of bonds, debentures, notes or similar instruments; the capitalized amount of leases or other arrangements relating to property which, in accordance with past practice relating to the preparation of historical annual consolidated financial statements of the Company, consistently applied, should be accounted for as a capital lease on the balance sheet for the Company at such time; and all obligations of the Company to pay the deferred purchase price of any property, but shall exclude (i) any Current Liabilities at such time, and (ii) any Shareholder Loans;

“**Third Party Debt and Shareholder Loans**” has the meaning set out in Section 2.4(a)(iii);

“**Threshold Amount**” has the meaning set forth in Section 10.4(a);

“**Top App**” means 1964433 Alberta Ltd.;

“**Vendors**” has the meaning given thereto on page 4 of this Agreement;

“**Vendor’s Representative**” has the meaning set out in Section 9.9(c); and

“**Working Capital**” means, at any time, the difference in the value of the Current Assets and the Current Liabilities. Working Capital excludes all Company Transaction Expenses.

1.2 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in Canadian funds.

1.3 Sections and Headings.

The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a Section, subsection, clause or a Schedule refers to the specified Section, subsection or clause of or Schedule to this Agreement.

1.4 Number, Gender and Persons.

In this Agreement, words importing the singular number also shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include Persons.

1.5 Time of Essence.

Time is of the essence of this Agreement.

1.6 Applicable Law.

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, and each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

1.7 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

1.8 Amendment and Waivers.

No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

1.9 Schedules.

The following Exhibits and Schedules are attached to and form part of this Agreement:

- Schedule A - Form of Promissory Note
- Schedule B - Form of Share Pledge Agreement
- Schedule C - Form of Non-Competition Agreement
- Schedule D - Form of Release
- Schedule 5.6 - Residency
- Schedule 6.1 - Consents and Approvals
- Schedule 6.8 - Equipment
- Schedule 6.9 - Leased Real Properties
- Schedule 6.14 - Agreements and Commitments
- Schedule 6.16 - Financial Statements
- Schedule 6.22 - Non-Arm's Length Transactions
- Schedule 6.24 - Employee Plans
- Schedule 6.27 - Bank Accounts
- Schedule 6.29 - Finder's Fees
- Schedule 7.10 - Outstanding Rights to Acquire Sunniva Shares

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a Schedule, the provision of the body of this Agreement shall prevail.

ARTICLE 2
PURCHASE AND SALE OF PURCHASED SHARES

2.1 Agreement to Purchase and Sell.

Subject to the terms and conditions of this Agreement, as of the Closing Time the Vendors shall sell to the Purchaser and the Purchaser shall purchase from the Vendors, all of the Purchased Shares, constituting all of the issued and outstanding shares (voting and non-voting) in the capital of the Company, free and clear of all Encumbrances.

2.2 Purchase Price.

Subject to the terms and conditions of this Agreement, the aggregate purchase price (the “**Purchase Price**”) to be paid by the Purchaser to the Vendors for the Purchased Shares is \$22,500,000 less Third Party Debt and Shareholder Loans (if any) and subject to any other adjustments required by the terms hereof.

2.3 Payment of Purchase Price.

- (a) The Purchaser shall pay and satisfy the Purchase Price:
- (i) by paying to the Vendors the aggregate amount of \$1,500,000 in cash at the Closing Time, less the aggregate of:
 - A. Third Party Debt and Shareholder Loans, if any
 - B. the amount by which the Preliminary Closing Working Capital is less than the Base Working Capital, if any, as contemplated by Section 2.4(b);
 - (ii) subject to the terms set forth in Section 2.3(b), by paying to the Vendors the aggregate amount of \$2,250,000 in cash (the “**Post-Closing Cash Payment**”) on the date which is 6 months from the Closing Date; and
 - (iii) by issuing to the Vendors at the Closing Time such aggregate number of Sunniva Shares (the “**Consideration Shares**”) as is equal to: (i) \$18,750,000; divided by (ii) the Canadian Dollar equivalent of US\$2.55 (calculated based on an exchange rate equal to the Bank of Canada’s noon exchange rate on the day prior to the Closing Date).
- (b) At the Closing Time, the Post-Closing Cash Payment shall be secured by:
- (i) the Purchaser issuing to the Vendors promissory notes (collectively, the “**Notes**”), substantially in the form of Schedule A hereto; and
 - (ii) a share pledge of the Purchased Shares granted by the Purchaser in favour of the Vendors (the “**Share Pledge Agreement**”), substantially in the form of Schedule B hereto.

2.4 Closing Statements.

- (a) At least two Business Days prior to the Closing Date, the Management Vendors shall cause the Company to prepare and deliver to the Purchaser the following:
 - (i) a good faith best estimate of a detailed calculation of the Working Capital as of the Closing Time without giving effect to the other transactions contemplated herein (the “**Preliminary Closing Working Capital**”), including an estimated balance sheet of the Company as of the Closing Time without giving effect to the transactions contemplated herein;
 - (ii) a calculation of the amount by which the Preliminary Closing Working Capital exceeds or is less than, as the case may be, the Base Working Capital; and
 - (iii) a calculation of Third Party Debt and Shareholder Loans outstanding as of the Closing Time (“**Third Party Debt and Shareholder Loans**”).
- (b) If the Preliminary Closing Working Capital is less than the Base Working Capital, then the cash portion of the Purchase Price payable at Closing will be reduced by the amount of that difference, subject to any further adjustments as may be prescribed by Section 2.5.
- (c) As soon as possible, but not later than 60 days, following the Closing Date, the Purchaser shall prepare and deliver to the Management Vendors the following (collectively, the “**Closing Statements**”):
 - (i) a calculation of the Working Capital as of the Closing Time (the “**Closing Working Capital**”) excluding any Accounts Receivable that were over 90 days outstanding at Closing and remain outstanding at the time of such calculation;
 - (ii) a calculation of:
 - A. the amount by which the Closing Working Capital exceeds or is less than, as the case may be, the Preliminary Closing Working Capital; and
 - B. the Purchase Price, as adjusted in accordance with the terms hereof.
- (d) The Management Vendors and the Purchaser shall co-operate fully with each other in the calculation of the Closing Working Capital and the preparation of the Closing Statements.
- (e) The Management Vendors, on behalf of the Vendors, shall have 30 days from receipt of the Closing Statements within which to review the Closing Statements. For the purposes of this review, the Purchaser shall permit and shall cause the Company to permit the Management Vendors to examine all working papers, schedules, accounting books and records and other documents and information used or prepared by the Company in connection with the preparation of the Closing Statements and to have reasonable access to appropriate personnel of the Company for the Management Vendors and their advisors to verify the accuracy and presentation and other matters relating to the preparation of the Closing Statements. The Management Vendors, on behalf of the Vendors, may dispute any of the items in the Closing Statements by written notice (an “**Objection Notice**”) to the Purchaser within the same 30 days. If the Management Vendors have not delivered an Objection Notice to the Purchaser within this 30-day period, the Vendors shall be deemed to have accepted the Closing Statements. If the Managements Vendors deliver an Objection Notice, the Management Vendors, on behalf of the Vendors and the Purchaser shall work expeditiously and in good faith in

an attempt to resolve all of the items in dispute within 15 days of receipt of the Objection Notice. If all items in dispute are not resolved within this 15 day period, the Purchaser shall select an internationally recognized accounting firm who does not otherwise provide services to the Purchaser to resolve the remaining items in dispute.

- (f) Each Party shall furnish to the firm chosen in accordance with Section 2.4(e) (the “**Independent Auditor**”) those working papers, schedules and other documents, accounting books and records and information relating to the items in dispute, that are available to that Party or its auditors as the Independent Auditor may require. The Parties shall instruct the Independent Auditor that time is of the essence in proceeding with its determination of any dispute, and the decision of the Independent Auditor with respect to any item in dispute is to be in writing and, absent any manifest error, is final and binding on each of the Vendors and the Purchaser with no rights of challenge, review or appeal to the courts in any manner. The Independent Auditor, in making its determination of any dispute, is deemed to be acting as an expert and not as an arbitrator and is not required to engage in a judicial inquiry worked out in a judicial manner.
- (g) On agreement or decision, as the case may be, with respect to all items in dispute, the Closing Statements are deemed to be amended as may be necessary to reflect the agreement or the decision, as the case may be. In this event, references in this Agreement to the Closing Statements will be references to the Closing Statements, as so amended.
- (h) The Management Vendors, severally (and not jointly and severally), shall be responsible for one-half of the fees and expenses of the Independent Auditor and the Purchaser shall be responsible for one-half of the fees and expenses of the Independent Auditor but each Party shall be responsible for its own costs and expenses.

2.5 Post-Closing Purchase Price Adjustment.

- (a) The Purchase Price is to be adjusted by the amount by which the Closing Working Capital is less than the Preliminary Closing Working Capital, if any. For greater certainty, the Parties agree there will be no adjustment to the Purchase Price if the Closing Working Capital is greater than the Preliminary Closing Working Capital.
- (b) If the Closing Working Capital is less than the Preliminary Working Capital, then the Post-Closing Cash Payment shall be reduced by an amount equal to such difference and, in the event the Post-Closing Cash Payment is not sufficient to fully rectify such deficiency, the Vendors, severally (and not jointly and severally), shall be obligated to return an amount equal to such deficiency to the Purchaser within five Business Days following the agreement or deemed amendment of the Closing Statements pursuant to Section 2.3(a)(ii).
- (c) The determination and adjustment of the Purchase Price in accordance with the provisions of this Article 2 will not limit or affect any other rights or causes of action, which the Parties may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement.

2.6 No Debt.

The Management Vendors shall use commercially reasonable efforts to ensure the Company has no Third Party Debt or Shareholder Loans outstanding as of the Closing Time. The Management Vendors shall be solely responsible for, and shall obtain or arrange for, the discharge and release of all Encumbrances and

other substantiated claims whatsoever, registered or made by any Person on or against the Company or the assets thereof, on or before the Closing Date.

2.7 Allocation of Purchase Price.

All elements of the Purchase Price payable hereunder shall be allocated amongst the Vendors on a *pro rata* basis in accordance with their relative ownership of the Company immediately prior to Closing. In the event any such *pro rata* allocation would otherwise result in a fractional number of Sunniva Shares being issuable to any Vendor, such fraction shall be rounded down to the next lower whole number of Sunniva Shares. In no event will the Purchaser be obligated to issue any fractional Sunniva Shares hereunder.

2.8 Section 85 Elections

If requested by a Vendor who complies with the requirements of this section (an “**Electing Vendor**”), the Purchaser agrees to jointly elect to acquire the Purchased Shares from the Electing Vendor in accordance with subsection 85(1) of the Tax Act at an elected amount determined by the Electing Vendor in his or her sole discretion, subject only to the upper and lower limits set forth in the Tax Act. In order to make such election, the Electing Vendor shall prepare the required tax election form (and any provincial equivalent) and deliver it to the Purchaser within 60 days of the date on which the Closing Working Capital is determined. Upon receipt, the Purchaser shall sign the form and deliver a copy of the form to the Electing Vendor and to the CRA (and, if requested, any applicable provincial tax authority) within 30 days. Each Electing Vendor must also file a copy of the form with the CRA (and any applicable provincial tax authority). It is the sole responsibility of the Electing Vendor to ensure the form is properly completed and contains all required information. The Purchaser shall not be responsible for any errors, omissions or deadlines missed by the Electing Vendors. The Electing Vendors shall not be responsible for any errors, omissions or deadlines missed by the Purchaser.

ARTICLE 3 CLOSING ARRANGEMENTS

3.1 Time and Place of Closing.

Subject to the satisfaction or waiver of the conditions set out in Article 4, the Closing shall take place at the Closing Time by way of electronic closing at the offices of respective counsel to the Parties with signatures in counterpart with originals to follow.

3.2 Vendors' Deliveries.

At the Closing, the Vendors (or Management Vendors as the context requires) shall deliver or cause to be delivered to the Purchaser the following:

- (a) certificates representing the Purchased Shares duly endorsed for transfer to the Purchaser;
- (b) a certified copy of a resolution of the board of directors of the Company approving the transfer of the Purchased Shares to the Purchaser and authorizing the execution, delivery and performance of all contracts, agreements, instruments and certificates required by this Agreement to be delivered by the Company;
- (c) the Books and Records;
- (d) executed:

- (i) Share Pledge Agreement;
 - (ii) Olyarnyk Share Pledge Agreement;
 - (iii) Employment Offers; and
 - (iv) Non-Competition Agreements for each Management Vendor;
- (e) a release executed by each Vendor in their capacities as shareholders of the Company substantially in the form attached as Schedule E;
 - (f) written resignations of the directors and officers of the Company (other than Vass in his capacity as a director of the Company) together with releases in favour of the Company;
 - (g) evidence of the payout and discharge of the Third Party Debt and Shareholder Loans, if any; and
 - (h) such other documentation as the Purchaser may reasonably request in order to establish the completion of the transactions contemplated herein and the taking of all corporate proceedings in connection with the transactions (as to certification and otherwise), in each case in form and substance satisfactory to the Purchaser, acting reasonably.

3.3 Purchaser's Deliveries.

- (a) At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendors, as applicable, the following:
 - (i) certified cheques, bank drafts, solicitor's trust cheques or wire transfers payable to Vendors for the amounts contemplated in Section 2.3;
 - (ii) executed:
 - A. Notes registered in the names of the Vendors for the amounts contemplated in Section 2.3;
 - B. Share Pledge Agreement;
 - C. Employment Offers; and
 - D. Non-Competition Agreements with each Management Vendor;
 - (iii) share certificates representing the Consideration Shares required under Section 2.3(a)(iii) and registered in the Vendors' names as required by the terms hereof;
 - (iv) a certified copy of a resolution of the board of directors of the Purchaser authorizing the purchase of the Purchased Shares and the issuance of the Consideration Shares and further authorizing the Purchaser to do all things and execute all such documents as contemplated herein; and
 - (v) such other documentation as the Vendors may reasonably request in order to establish the completion of the transactions contemplated herein and the taking of all corporate proceedings in connection with the transactions (as to certification and otherwise), in each case in form and substance satisfactory to the Vendors, acting reasonably.

- (b) At the Closing, the Purchaser shall deliver or cause to be delivered to Carscallen LLP, as escrow agent pursuant to the terms of the Share Pledge Agreement, a certificate representing the Purchased Shares.

ARTICLE 4 CLOSING CONDITIONS

4.1 Purchaser's Conditions.

- (a) Notwithstanding anything herein contained, the obligation of the Purchaser to complete the purchase of the Purchased Shares hereunder is subject to the following conditions precedent:
- (i) the representations and warranties of the Vendors contained in this Agreement and in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true as of the Closing Time with the same effect as though such representations and warranties had been made as of the Closing Time;
 - (ii) the representations and warranties of the Management Vendors contained in this Agreement and in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true as of the Closing Time with the same effect as though such representations and warranties had been made as of the Closing Time;
 - (iii) all of the covenants, agreements and deliveries of the Vendors to be performed on or before the Closing Time pursuant to the terms of the Agreement shall have been duly performed;
 - (iv) prior to the Closing Time, neither the Company nor the Business shall have experienced a Material Adverse Change;
 - (v) no legal or regulatory action or proceeding shall be in progress, pending or threatened by any Person or enjoin, restrict or prohibit the purchase of the Purchased Shares contemplated hereby;
 - (vi) all actions, proceedings, instruments and documents required to implement this Agreement, or instrumental thereto, and all legal matters relating to the transactions contemplated herein shall have been approved as to form and legality by counsel for the Purchaser, acting reasonably;
 - (vii) the Vendors shall have obtained and provided payout statements for the Third Party Debt and Shareholder Loans and made appropriate arrangements to have discharges and releases for all Encumbrances arising therefrom or related thereto;
 - (viii) other than Vass, the directors and officers of the Company shall have resigned and such Persons, together with the Vendors, shall have executed releases in favour the Company;
 - (ix) all of the other documents required to be delivered under Section 3.2 shall have been delivered in form acceptable to the Purchaser, acting reasonably;

- (x) all required government and regulatory approvals, orders, rulings, exemptions and consents in respect of the completion of the transactions contemplated by this Agreement or any agreement incidental hereto shall have been obtained and shall be in full force and effect, and any and all other applicable waiting periods under any completion, merger, control or similar laws, regulation or other Governmental Body having jurisdiction over the Parties or the transactions contemplated by this Agreement with respect to any such matters shall have expired or been terminated in respect of such transactions and no objection or opposition shall have been filed, initiated or made;
 - (xi) other than Lease Consents, all required applicable consents in respect of the Material Contracts with respect to a change of control of the Company (or similar provisions) shall have been provided, on terms and conditions acceptable to the Purchaser; and
 - (xii) the Purchaser shall have received a certificate from an senior officer of the Company setting forth a resolution of the Purchaser:
 - A. authorizing the transfer of the Purchased Shares to the Purchaser on the Closing Date; and
 - B. certifying that such resolution was duly adopted and has not been rescinded or amended as of the Closing Date.
- (b) If any of the conditions in Section 4.1(a) shall not be satisfied or fulfilled in full at or before the Closing Time to the satisfaction of the Purchaser, acting reasonably, the Purchaser in its sole discretion may, without limiting any rights or remedies available to the Purchaser at law or in equity, either terminate this Agreement by notice in writing to the Vendors or waive compliance with any such condition in whole or in part by notice in writing to the Vendors, except that no such waiver shall operate as a waiver of any other condition.

4.2 Vendor's Conditions.

- (a) Notwithstanding anything herein contained, the obligation of the Vendors to complete the sale hereunder is subject to the following conditions:
 - (i) the representations and warranties of the Purchaser contained in this Agreement and in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true as of the Closing Time with the same effect as though such representations and warranties had been made as of the Closing Time;
 - (ii) the Purchaser shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing Time;
 - (iii) prior to the Closing Time, the Purchaser shall not have experienced a Material Adverse Change;
 - (iv) at the Closing Time, Vass shall be a director of the Purchaser, the Company and Top;
 - (v) no legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase of the Purchased Shares contemplated hereby;

- (vi) all actions, proceedings, instruments and documents required to implement this Agreement, or instrumental thereto, shall have been approved as to form and legality by the counsel for the Vendors, acting reasonably;
 - (vii) the Purchaser shall have completed the Sunniva Equity Offering;
 - (viii) all required government and regulatory approvals, orders, rulings, exemptions and consents in respect of the completion of the transactions contemplated by this Agreement or any agreement incidental hereto shall have been obtained and shall be in full force and effect, and any and all other applicable waiting periods under any competition, merger, control or similar laws, regulation or other Governmental Body having jurisdiction over the Parties or the transactions contemplated by this Agreement with respect to any such matters shall have expired or been terminated in respect of such transactions and no objection or opposition shall have been filed, initiated or made;
 - (ix) the Vendors shall have received a certificate from a senior officer of the Purchaser setting forth a resolution of the Purchaser:
 - A. authorizing and approving the entering into of this Agreement and the carrying out of the obligations of the Purchaser hereunder;
 - B. authorizing and approving the issuance of the Notes and entering into of the Share Pledge Agreement and the carrying out of the obligations of the Purchaser thereunder; and
 - C. certifying that such resolution was duly adopted and has not been rescinded or amended as of the Closing Date; and
 - (x) all of the other documents required to be delivered under Section 3.3 shall have been delivered in form acceptable to the Vendors, acting reasonably.
- (b) If any of the conditions in Section 4.2(a) shall not be satisfied or fulfilled in full at or before the Closing Time to the satisfaction of the Vendors, acting reasonably, the Vendors in their sole discretion may, without limiting any rights or remedies available to the Vendors at law or in equity, either terminate this Agreement by notice in writing to the Purchaser or waive compliance with any such condition in whole or in part by notice in writing to the Purchaser, except that no such waiver shall operate as a waiver of any other condition.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF EACH VENDOR

Each Vendor (referred to in this Article 5 as “the Vendor”), severally (and not jointly and severally), represents and warrants to the Purchaser as follows and acknowledges that, in each case, the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Shares and that such reliance by the Purchaser shall not be construed to be lessened or mitigated by any due diligence investigation that may be conducted by the Purchaser:

5.1 Authorization and Enforceability.

This Agreement has been duly authorized, executed and delivered by the Vendor and is a legal, valid and binding obligation of the Vendor, enforceable against the Vendor by the Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted in the discretion of a court of competent jurisdiction.

5.2 The Purchased Shares.

The Vendor is the registered and beneficial owner of the Purchased Shares registered in his or her name in the corporate records of the Company with good and marketable title thereto, free and clear of all Encumbrances. Other than the NHS Shareholder Agreement, none of the Purchased Shares is subject to any voting trust, shareholder agreement or voting agreement. Upon completion of the transactions contemplated by this Agreement, all of the Purchased Shares will be owned by the Purchaser as the registered and beneficial owner, with good and marketable title thereto, free and clear of all Encumbrances.

5.3 No Other Agreements to Purchase.

No Person, other than the Purchaser, has any written or oral agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase or acquisition from the Vendor of any of the Purchased Shares.

5.4 Not Insolvent.

Except as disclosed in writing to the Purchaser, the Vendor is not an insolvent Person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or has made an assignment in favour of his creditors or a proposal in bankruptcy to his creditors or any class thereof, and no petition for a receiving order has been presented in respect of him. The Vendor has not initiated proceedings with respect to a compromise or arrangement with his creditors. No receiver or interim receiver has been appointed in respect of the Vendor or any of his or her undertakings, property or assets (including the Purchased Shares) and no execution or distress has been levied on any of his undertakings, property or assets (including the Purchased Shares), nor have any proceedings been commenced in connection with any of the foregoing.

5.5 No Conflict by Vendor.

Neither the sale of the Purchased Shares nor the entering into or performance of this Agreement will violate, contravene, breach or offend, or result in any default or acceleration of any obligation, or give rise to any Encumbrance in favour of third parties on assets of the Vendor, under any agreement, indenture, order, undertaking, license, Applicable Law or judgment to which the Vendor is a party or by which the Vendor or his assets may be bound. Without limiting the generality of the foregoing, no licenses, agreements or other material instruments to which the Vendor is a party or is bound may be modified or terminated, or by their terms require the approval of, making of a filing with or giving of notice to, any third party, in connection with the entering into of this Agreement or the consummation of the transactions contemplated hereby.

5.6 Residency.

Other than as set forth in Schedule 5.6, the Vendor is not at the date hereof nor will be at the Closing Time a non-resident of Canada for the purposes of the Tax Act.

5.7 Litigation.

There are no proceedings pending or outstanding or, to the Vendor's Knowledge, threatened against him which could affect the Purchased Shares or his ability to perform its obligations under this Agreement. To the Vendor's Knowledge there is not any factual or legal basis on which any such proceeding might be commenced with any reasonable likelihood of success.

5.8 U.S. Securities Law Representations.

In the event the Vendor is a United States resident or otherwise subject to the securities laws of the United States of America, such Vendor makes the following additional representations and warranties:

- (a) **U.S. Accredited Investor.** The Vendor understands that the Consideration Shares are being offered, and will be issued and sold, pursuant to an exemption from registration required by the Securities Act of 1933, as amended (the "**Securities Act**") based in part upon the Vendor's representations contained in this Agreement, including, without limitation, that each Vendor is an "accredited investor" within the meaning of Regulation D under the Securities Act.
- (b) **Receipt of and Access to Information.** (a) The Vendor confirms that he, she or it has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the Consideration Shares to be purchased by it under this Agreement, and (b) the Vendor further confirms that he, she or it has had an opportunity to ask questions and receive answers from Purchaser regarding Purchaser's business, management and financial affairs.
- (c) **Vendors Bears Economic Risk.** The Vendor is capable of bearing the economic risk of an investment in the Purchaser, including the ability to hold the Consideration Shares for the indefinite future or to afford a complete loss of an investment in the Purchaser.
- (d) **Acquisition for Own Account.** The Vendor is acquiring the Consideration Shares for the Vendor's own account for investment only, and not as a nominee or agent and not with a view towards or for resale in connection with their distribution. The Vendor shall not effect sales, transfers or dispositions of the Consideration Shares in any manner that would reasonably be expected to result in Vendors being deemed to be an "underwriter" as defined in the Securities Act.
- (e) **Vendors Can Protect Their Interests; No Advertisement.** The Vendor agrees that, by reason of its, or of its management's, business and financial experience, and subject to the Vendor's rights hereunder, the Vendor has the capacity to evaluate the merits and risks of its investment in the Purchaser and to protect its own interests in connection with the transactions contemplated by this Agreement. Further, the Vendor is aware of no publication of any advertisement in connection with the transactions contemplated in this Agreement.
- (f) **No Registration.** The Vendor understands that the Consideration Shares have not been and will not be registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Vendor's representations as expressed herein or otherwise made pursuant hereto.
- (g) **Residency.** The Vendor's principal place of business is correctly set forth next to its name at the beginning of this Agreement.

- (h) ***Disposition of the Consideration Shares.*** The Vendor understands that the Consideration Shares are “restricted securities” under applicable securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission provide that Vendor may dispose of the Consideration Shares only pursuant to an effective registration statement under the Securities Act or any exemption from such registration, if available. The Vendor further understands that the Purchaser has no obligation or intention to cause to be registered on anyone’s behalf or to take action so as to permit sales pursuant to the Securities Act of the Consideration Shares. Accordingly, the Vendor, absent some other arrangement with the Purchaser, may dispose of the Consideration Shares only in certain transactions that are exempt from registration under the Securities Act, including “private placements,” in which event the transferee will acquire a “restricted securities” subject to the same limitations as in the hands of the Vendor. As a consequence, the Vendor understands that it must bear the economic risks of the investment in the Consideration Shares for an indefinite period of time.
- (i) ***Legends on Consideration Shares.*** Vendors acknowledge that the certificates representing the Consideration Shares, if any, shall bear a legend which shall be in substantially the following form until such Consideration Shares are covered by an effective registration statement filed with the Securities and Exchange Commission:

“THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR THE SECURITIES LAWS OF ANY STATE. THESE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SHARES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS OR ANY OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SHARES TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT AND SUCH STATE SECURITIES LAWS.”

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF EACH MANAGEMENT VENDOR

Each Management Vendor (referred to in this Article 5 as “the Management Vendor”), severally (and not jointly and severally), represents and warrants to the Purchaser as follows and acknowledges that, in each case, the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Shares and that such reliance by the Purchaser shall not be construed to be lessened or mitigated by any due diligence investigation that may be conducted by the Purchaser:

6.1 Consents and Approvals.

Other than the Lease Consents set forth in Schedule 6.1, no consent, approval, order or authorization of, registration, declaration or filing with, or permit from, any third party Persons or Governmental Body is required by or with respect to the Management Vendor or the Company (including under the terms of any Material Contracts to which the Company is a party or by which it is bound) in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated thereby.

6.2 Organization of the Company.

The Company is a corporation duly organized, validly existing and in good standing under the ABCA and has the corporate power to own or lease its property, and to carry on the Business being conducted by it. The Company is duly qualified as a corporation to carry on business in Alberta and every other jurisdiction in which the nature of the Business or the property and assets owned or leased by it makes such qualification necessary.

The Purchased Shares constitute all of the issued and outstanding shares of the Company.

The Company has no subsidiaries or investments in other Persons other than Top App which is a wholly-owned subsidiary of the Company. The Parties agree that all references to “Company” in this Article 6 shall be deemed to refer to the Company and such subsidiary on a consolidated basis.

6.3 Authorized and Issued Capital.

The authorized share capital of the Company consists of an unlimited number of Class “A” Common Voting Shares, Class “B” Common Voting Shares, Class “C” Common Non-Voting Shares and Preferred Shares, of which only 6,282,401 Class “A” Common Voting Shares are issued and outstanding as fully paid and non-assessable shares as of the date hereof and as of the Closing Date.

6.4 No Options.

No Person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Company.

6.5 No Conflict by the Company.

Neither the sale of the Purchased Shares nor the entering into or performance of this Agreement will contravene, breach or offend, or result in any default or acceleration of, any obligation, or give rise to any Encumbrance in favour of third parties on the Purchased Shares under any provision of the constating documents, by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of the Company or any agreement, indenture, order, undertaking, license, authorization, Applicable Law or judgment to which the Company is a party or by which the Company is bound. Other than with respect to Lease Consents, no Licenses, agreements or other material instruments to which the Company is a party or by which they are bound may be modified or terminated, or by their terms require the approval of, making a filing with, or giving notice to, any Third Party in connection with the entering into of this Agreement or the consummation of the transactions contemplated thereby.

6.6 Business of the Company.

The Business is the only business carried on by the Company. Since June 30, 2016, there has not been any significant interruption (being an interruption of more than one day) of operations of the Business due to inadequate maintenance of any of the property and assets owned or used by the Company.

6.7 Title to Personal and Other Property.

The property and assets of the Company are owned legally and beneficially by the Company, as applicable, with good and marketable title thereto, free and clear of all Encumbrances. The Company does not hold legal title to, or hold as custodian, any assets, shares or other securities for the benefit of a Third Party.

6.8 Equipment.

The assets of the Company include the equipment set forth in Schedule 6.8 which are in operable working condition and have been maintained in accordance with industry standards (normal wear and tear excepted) except where the failure to do so would not have a Material Adverse Effect. To the Knowledge of the Management Vendor, no equipment or other property owned or leased by the Company in relation to the Business are in need of material repairs, except for ordinary routine maintenance and repairs consistent with past practice and that would not have a Material Adverse Effect on the Business.

6.9 Leased Real Property.

The Company does not own any real property. The Company currently leases space at the locations listed on Schedule 6.9 (collectively, the “**Leased Real Property**”).

The Management Vendors have provided the Purchaser with true and correct copies of the leases relating to all Leased Real Property. Subject to receipt of the Lease Consents, all such leases are currently in good standing and the Company is in material compliance with all of its obligations thereunder.

6.10 Intellectual Property and Technology.

- (a) The Management Vendor has no Knowledge of any state of facts which casts doubt on the validity or enforceability of any of the Intellectual Property owned by the Company as of the Closing Date, except as may be limited by bankruptcy, insolvency or similar laws of general application and by general principles of equity. Neither the Company, nor the Management Vendor has granted to any Person any interest in or right to use all or any portion of the Intellectual Property.
- (b) The Management Vendor has no Knowledge of any infringement or a claim of any infringement of any intellectual property rights of any other Person by the Company nor has the Company received any notice that the conduct of the Business, including the use of the Intellectual Property, infringes upon any intellectual property rights of any other Person, domestic or foreign, and the Management Vendor has no Knowledge of any infringement or violation of any of the rights of the Company in the Intellectual Property. No Person has challenged the rights of the Company in the Intellectual Property.

6.11 Accounts Receivable.

All Accounts Receivable are *bona fide* and good and have been incurred in the Ordinary Course. Subject to an allowance for doubtful accounts which have been reflected on the books of the Company in accordance with past practice relating to the preparation of historical annual consolidated financial statements of the Company, consistently applied, all Accounts Receivable are collectible at their full face value in the Ordinary Course without set-off or counterclaim or any reduction for any credit or allowance made or given.

6.12 Insurance.

The Company has its property and assets insured against loss or damage by insurable hazards or risks, all as considered reasonable by the Company and such insurance coverage is and will be continue in full force

and effect to and including the Closing Time. The Company is not in default with respect to any of the provisions contained in any such insurance policy and has not failed to give any notice or present any claim under any such insurance policy in a due and timely fashion.

6.13 No Expropriation.

No property or asset of the Company has, since incorporation, been taken or expropriated by any Governmental Body, nor has any notice or proceeding in respect thereof been given or commenced nor is the Management Vendor or the Company aware of any intent or proposal to give any such notice or commence any such proceeding.

6.14 Agreements and Commitments.

- (a) Except as described in Schedule 6.14, neither the Company nor any subsidiary of the Company is a party to, or bound by, any Material Contract. Neither the Company nor any subsidiary is in Material violation of or in Material default under (nor does there exist any condition which with the passage of time or the giving of notice or both would cause such a Material violation of or material default under) any Material Contract to which it is a party or by which it or any of its properties or assets are bound.
- (b) Except as expressly set forth in Schedule 6.14, each Material Contract is in full force and effect, and is a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws relating to creditor's rights and general principles of equity.
- (c) No condition exists, or event has occurred, which (whether with or without notice or lapse of time or both) would constitute a Material default by the Company or any subsidiary under any Material Contract or result in a right of termination of any Material Contract. No claimed and unpaid indemnification obligations exist for which the Company or any subsidiary is or could be liable under any Material Contract and the Management Vendor has no Knowledge of facts or events which could reasonably be expected to result in a claim for indemnification against the Company or any subsidiary under any Material Contract.
- (d) The Management Vendors have provided to the Purchaser a true and complete copy, including all amendments thereto, of each Material Contract listed or described in Schedule 6.14. There are:
 - (i) no audits which have been commenced by any party to a Material Contract which have not concluded as of the date hereof,
 - (ii) no outstanding or unresolved disputes under any audits commenced by a party to a Material Contract, and
 - (iii) no outstanding claims under any audits which have been carried out by a party to a Material Contract. No material adjustment will be made to the consideration paid or payable under any Material Contract as a result of an audit commencing after the Closing Date in respect of services rendered by the Company in any period prior to the Closing Date.

6.15 Compliance with Laws; Licenses.

- (a) The Company has complied with all Applicable Law applicable to the Business or the Company (collectively, “**Company Legal Requirements**”) except to the extent that failure to comply would not have a Material Adverse Effect on either or the Company or the Business. To the Knowledge of the Management Vendors, no event has occurred and no circumstance exists that may constitute or result in (with or without notice or lapse of time) a violation of or a failure to comply with any Company Legal Requirements, and neither the Management Vendor nor the Company have received any notice or other communication (whether oral or written) from any Governmental Body regarding any actual, alleged, possible or potential violation of, or failure to comply with any Company Legal Requirement.
- (b) The Company has all licenses, permits, approvals, consents, certificates, registrations and authorizations (the “**Company Licenses**”) necessary to carry on the Business as currently conducted or to own or lease any of the property or assets utilized by the Company as such property or assets are currently owned, leased or utilized. Each Company License is valid, subsisting and in good standing and neither the Company nor any subsidiary is in default or breach of any Company License and the Management Vendor has no Knowledge of any pending or threatened proceeding to revoke, limit or restrict the assignment of any Company License or of any circumstance that may reasonably result in such a revocation, limitation or restriction on assignment.

6.16 Financial Statements.

The Financial Statements have been prepared in accordance with IFRS for the year ended June 30, 2016 and as such, are correct and complete in all material respects and present fairly the assets, liabilities and financial condition of the Company as at their respective dates and the sales, earnings and results of operations of the Company for the periods covered by the respective Financial Statements.

6.17 Undisclosed Liabilities.

Neither the Company nor any subsidiary has any liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, and is not a party to or bound by any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to the liabilities, obligations, indebtedness or commitments (whether accrued, absolute, contingent or otherwise, and whether due or to become due) of any Person, that are not:

- (a) disclosed in the Financial Statements;
- (b) Current Liabilities;
- (c) provided for in any Material Contract described in Schedule 6.14, otherwise than in the context of the Company’s violation, breach or default or obligation to indemnify thereunder; or
- (d) of an Ordinary Course nature.

6.18 Full Disclosure; Absence of Change.

Neither this Agreement nor any document, certificate, report or statement to be delivered pursuant to this Agreement by the Company or the Vendor contains or will contain any untrue statement of a Material fact or omits or will omit to state a Material fact necessary to make the statements contained herein or therein not misleading. From June 30, 2016 to the Closing Time, the Company has carried on the Business and

conducted its operations and affairs only in the Ordinary Course consistent with past practice and there has not been:

- (a) any Material Adverse Change in the condition (financial or otherwise), assets, liabilities, operations, earnings, business or prospects of the Company (taken as a whole);
- (b) any damage, destruction or loss (whether or not covered by insurance) affecting the property or assets of the Company that would have a Material Adverse Effect;
- (c) any obligation or liability (whether accrued, absolute, contingent or otherwise, and whether due or to become due) incurred by the Company other than:
 - (i) those that would not have a Material Adverse Effect;
 - (ii) those incurred in the Ordinary Course of business and consistent with past practice; and
 - (iii) those incurred with respect to the legal, accounting and other professional services or advice provided to the Company and/or the Vendor leading up to the completion of the transactions contemplated by this Agreement;
- (d) any issuance or sale by the Company, or any Contract entered into by the Company for the issuance or sale, of any securities convertible into or exercisable for shares in the capital of the Company, other than in connection with the Convertible Debenture Offering;
- (e) any labour trouble that would have a Material Adverse Effect;
- (f) any license, sale, assignment, transfer, disposition, pledge, mortgage or granting of a security interest or other Encumbrance on or over any property or assets of the Company that would have a Material Adverse Effect, other than in the Ordinary Course of the Business;
- (g) any entry into, termination of, or receipt of notice of termination of any license, distributorship, dealer, sales representative, joint venture, credit or similar agreement that would have a Material Adverse Effect or except as disclosed in Schedule 6.14;
- (h) any amendment, termination or waiver of any Material Contract other than the repayment and cancellation of Third Party Debt and Shareholders Loans;
- (i) any transfer or sale of assets, except assets disposed of to Third Parties in the Ordinary Course of business for fair market value (the aggregate of which did not exceed \$50,000 of book value of such assets);
- (j) any increase in compensation to employees outside the Ordinary Course;
- (k) any change in accounting practices or policies; or
- (l) the authorization of any of the foregoing.

6.19 Taxes.

- (a) The Company has duly and timely made or prepared or caused to be made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Body and has duly, completely and correctly

reported, in all material respects, all income and all other amounts and information required to be reported thereon.

- (b) The Company has duly and timely paid all Taxes, including all installments on account of Taxes for the current taxation year, that are due and payable by it whether or not assessed by the appropriate Governmental Body and adequate provision has been made in the Financial Statements and will be made in the Closing Statements for amounts (“**Tax Provision Amounts**”) at least equal to the amount of all Taxes (whether or not yet due and payable and whether or not disputed) that relate, in any manner whatsoever, to any period ending on or prior to the Closing Date.
- (c) There are no existing, proposed or anticipated appeals, actions, audits, assessments, reassessments, suits, proceedings, investigations or claims now subsisting against or in respect of the Company or the Business in respect of Taxes. No Material deficiencies exist or have been asserted by a Governmental Body with respect to Taxes of the Company .
- (d) There are no matters which are the subject of any agreement with any Governmental Body relating to claims for Taxes which affect the Company or the Business nor, to the Knowledge of the Management Vendor, are any such matters under discussion with any such Governmental Body.
- (e) The Company has complied with all registration requirements in respect of all federal and provincial sales tax legislation and has duly and timely collected all amounts on account of any sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by Applicable Law to be collected by it and has duly and timely remitted to the appropriate Governmental Body any such amounts required by Applicable Law to be remitted by it.
- (f) None of Sections 80, 80.01, 80.02, 80.03 or 80.04 of the Tax Act, or any equivalent provision of the Tax legislation of any province or any other jurisdiction, have applied or will apply to the Company at any time up to and including the Closing Date.
- (g) No transactions have been entered into by the Company which could result in an application of the provisions of Sections 17 or 78 of the Tax Act to the Company, other than an application which has been reflected on filed Tax Returns.
- (h) Neither the Company nor any subsidiary has acquired property from a non-arm’s length person, within the meaning of the Tax Act, for consideration, the value of which is less than the fair market value of the property acquired, in circumstances which could subject the Company to a liability under Section 160 of the Tax Act.
- (i) Neither the Company nor any subsidiary have had any obligation to file any Tax Return required to be made, prepared or filed under Applicable Law of any jurisdiction other than Canada and the provinces of Canada in respect of any Taxes, and neither the Company nor any subsidiary have any outstanding liability on account of any failure to comply with any such obligation.
- (j) There are no agreements, waivers or other arrangements providing for an extension of time with respect to the assessments or reassessment of any Tax or the filing of any Tax Returns, designations or similar filings related to Taxes by, or the payment of any Tax by, or levy of any governmental charge against the Company .
- (k) The Company has withheld from each payment made, or deemed to be made, by it the amount of all Taxes and other deductions required to be withheld therefrom and has paid all such amounts

due and payable to the proper Governmental Body within the time prescribed under Applicable Law.

- (l) The liability for Taxes of the Company under the Tax Act, and any other Applicable Law has been assessed by the relevant Governmental Body in Canada for all taxation years to and including its most recently completed taxation year.
- (m) Neither the Company nor any subsidiary has claimed any reserves under the Tax Act or any equivalent provincial or territorial statute for its most recently completed taxation year.
- (n) The Company has provided to the Purchaser true, complete and accurate copies of all income Tax Returns of the Company for the last completed taxation year of and all related communications to or from all Governmental Bodies. Canadian federal and provincial income, sales (including goods and services and harmonized sales and provincial or territorial sales) and capital Tax assessments have been issued to the Company for all taxation years or periods up to and including its taxation year ended June 30, 2016.
- (o) The Management Vendor has no Knowledge of any contingent liabilities for Taxes or any grounds for an assessment or reassessment including, without limitation, aggressive treatment of income, expenses, credits or other claims for deduction under any return or notice, other than as disclosed in the Financial Statements.

6.20 Litigation.

There are no actions, suits or proceedings pending or, to the Knowledge of the Management Vendor, threatened against or affecting, the Company or the assets of the Company or the Business at law or in equity or before or by any Governmental Body, or by or before an arbitrator or arbitration board. The Management Vendor has no Knowledge of any ground on which any action, suit or proceeding might be commenced with any reasonable likelihood of success. The Company is not subject to any judgment, order or decree that would have a Material Adverse Effect on the Company or the assets thereof or the Business.

6.21 Dividends.

There are no dividends of the Company which have been declared but remain unpaid as of the Closing Time.

6.22 Non-Arm's Length Transactions.

Other than as set forth on Schedule 6.22, as at the Closing Time, neither the Company nor any subsidiary will have loans outstanding with nor owes money to, and neither the Company nor any subsidiary will otherwise be indebted to or engaged in business dealings or transactions with, any officer, director, employee, shareholder or any other Person not dealing at arm's length with the Company (within the meaning of the Tax Act).

6.23 Ownership of Real Property.

The Company does not currently, and has not since its incorporation, owned, directly or indirectly, any real property.

6.24 Employee Plans.

Other than as set forth in Schedule 6.24, the Company does not have any retirement, pension, bonus (including retention bonus), stock purchase, profit sharing, stock option, deferred compensation, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, employment benefits, vacation, incentive or other compensation plan or arrangement or other employee benefit which as of the Closing Date is maintained, or required to be contributed to, by the Company for the benefit of employees or former employees of the Company.

6.25 Employment Agreements, Collective Agreements.

Neither the Company nor any subsidiary has entered into any employment or consulting Contract or other Contract with any officer, employee or consultant that is not terminable on reasonable notice according to law or reasonable payment in lieu thereof without further liability to the Company . Neither the Company nor any subsidiary has made any Contract with any labour union or employee association or made commitments to or conducted negotiations with any labour union or employee association with respect to any future agreements and the Management Vendor has no Knowledge of any current attempts to organize or establish any labour union or employee association with respect to any employees of the Company or any subsidiary nor is there any certification of any such union with regard to any employees. Neither the Company nor any subsidiary has experienced any work stoppages or strikes (legal or otherwise). Neither the Company nor any subsidiary has engaged in any unfair labour practice, the Management Vendor has no Knowledge of any pending or threatened labour relations proceeding of any kind, and there have not been any such proceedings since the date of incorporation. As of the date hereof, to the Knowledge of the Management Vendor there are no pending or threatened work stoppages or labour disputes, charges of unfair labour practice or charges of violation of individual or collective rights or any pending or threatened complaints of violations under any employment related statute by any present employee or former employee of the Company .

6.26 Absent Employees and Employment Legislation.

There is no employee who has been continually absent from work for a period in excess of one month and who is in receipt of benefits pursuant to the provisions of a short or long term disability plan provided by the Company, applicable workers' compensation or other applicable workplace safety and insurance legislation in each jurisdiction where the Company carries on Business. The Company and any subsidiaries are in Material compliance with all Employment Legislation and there are no complaints, claims, charges, levies, assessments or penalties outstanding, or to the Knowledge of the Management Vendor, anticipated, nor are there any orders, decisions, directions or convictions currently registered or outstanding by any tribunal or agency against or in respect of the Company under or in respect of any Employment Legislation. Neither the Company nor any subsidiary is a party to any application, complaint or other proceeding under any Applicable Law with respect to the employees or any former employee of the Company or any subsidiary. There are no outstanding fines, penalties, pending criminal prosecutions against the Company or any subsidiary, nor against any officers or directors of the Company or subsidiary in relation to the Business, under any Applicable Law or Employment Legislation. Neither the Company nor any subsidiary is a party to or bound by any statutorily required re-employment of any employee.

6.27 Bank Accounts.

Schedule 6.27 sets forth a true and complete list showing the name of each bank, trust company or similar institution in which the Company has accounts or safe deposit boxes, the number or designation of each such account and safety deposit box and the names of all Persons authorized to draw thereon or to have access thereto and showing the name of each Person holding a general or special power of attorney from the Company and a summary of the terms thereof.

6.28 Books and Records.

All Books and Records of the Company have been prepared, assembled and maintained in accordance with usual and customary industry policies and procedures and are in the care, custody and control of the Company. The minute books of the Company are true and correct in all material respects and contain complete minutes of all meetings and resolutions of the directors and shareholders of the Company, as applicable, or resolutions by consent (if any) of the directors and shareholders of the Company, as applicable.

6.29 Finders' Fees.

Other than as set forth in Schedule 6.29, neither the Management Vendor nor the Company has incurred any liability, contingent or otherwise, for brokers' or finders' fees with respect to the transaction contemplated hereby for which the Purchaser will have any obligation or liability.

6.30 Customers and Suppliers

The Management Vendors have provided the Purchaser with full and complete lists of all the Company's customers and suppliers. Neither the Company nor any subsidiary has received notice of, and there is not, to the Knowledge of the Management Vendor, any intention on the part of any principal customer or supplier to cease doing business with the Company or to modify or change in any material manner any existing arrangement with the Company for the purchase or supply of any products or services. The relationships of the Company with its principal suppliers and customers are satisfactory, and there are no unresolved disputes with any such supplier or customer. No Contract with any supplier or customer contains terms under which the execution or performance of this Agreement would give the supplier or customer the right to terminate or adversely change the terms of that Contract. There has been no termination or cancellation of, and no modification or change in, the business relationship of the Company with any major customer or group of major customers. Neither the Company nor any subsidiary has reason to believe that the benefits of any relationship with any of the major customers or suppliers of the Company will not continue after the consummation of the transactions hereunder in substantially the same manner as prior to the date of this Agreement.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendors as follows and acknowledges and confirms that the Vendors are relying on such representations and warranties in connection with the sale by the Vendors of the Purchased Shares:

7.1 Organization of Purchaser.

The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Canada and it has the corporate power to enter into and perform its obligations pursuant to this Agreement.

7.2 Authorization and Enforceability.

This Agreement has been duly authorized, executed and delivered by the Purchaser and is a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Vendors in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of rights of creditors generally and except that equitable remedies may be granted in the discretion of a court of competent jurisdiction.

7.3 No Conflict by Purchaser.

The entering into and performance of this Agreement will not violate, contravene, breach or offend, or result in any default or acceleration of any obligation, or give rise to any Encumbrance in favour of third parties on assets of the Purchaser, under any provision of the constating documents, by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of the Purchaser, or any agreement, indenture, order, undertaking, license, Applicable Law or judgment to which the Purchaser is a party or by which the Purchaser or its assets may be bound. Without limiting the generality of the foregoing, no licenses, agreements or other material instruments to which the Purchaser is a party or is bound may be modified or terminated, or by their terms require the approval of, making of a filing with or giving of notice to, any third party, in connection with the entering into of this Agreement or the consummation of the transaction contemplated hereby.

7.4 Consents and Approvals.

There is no requirement for the Purchaser to make any filing with, give any notice to or obtain any license, permit, certificate, registration, authorization, consent or approval of, any Governmental Body, as a condition to the lawful consummation of the transactions contemplated by this Agreement.

7.5 Full Disclosure.

Neither this Agreement nor any document, certificate, report or statement to be delivered pursuant to this Agreement by the Purchaser contains or will contain any untrue statement of a Material fact or omits or will omit to state a Material fact necessary to make the statements contained herein or therein not misleading.

7.6 Investment Canada.

The Purchaser is a Canadian within the meaning of the *Investment Canada Act* (Canada).

7.7 Consideration Shares.

The Consideration Shares will, as of their date of issuance, be validly issued as fully paid and non-assessable shares in the capital of the Purchaser. The Purchaser agrees to facilitate to the extent necessary the filings of any elections pursuant to the Tax Act to allow for a deferral of any income tax by the Vendors as a result of the Vendors receiving the Consideration Shares pursuant to this Agreement.

7.8 Finders' Fees.

The Purchaser has not incurred any liability, contingent or otherwise, for brokers' or finders' fees with respect to the transaction contemplated hereby for which any Vendor will have any obligation or liability.

7.9 Authorized and Issued Capital.

The authorized share capital of the Purchaser consists of an unlimited number of common shares, of which only 19,626,688 common shares are issued and outstanding as fully paid and non-assessable shares as of the date hereof (prior to issuance of any Consideration Shares).

7.10 Contingent Share Capital.

Except for the Consideration Shares to be issued pursuant to the provisions of this Agreement and as set forth in Schedule 7.10, there are no outstanding securities of the Purchaser and no outstanding securities convertible or exchangeable into any securities of the Purchaser or any agreement, warrant, option, right or privilege being or capable of becoming an agreement, warrant, option or right for the purchase of any unissued securities of the Purchaser, except for, as of the Closing Date.

7.11 Securities Proceedings.

None of the Canadian securities regulators or any other similar regulatory authority has issued any order which is currently outstanding preventing or suspending trading in any securities of the Purchaser, no such proceeding is, to the Knowledge of the Purchaser, threatened and the Purchaser is not in default of any requirement of applicable securities laws which would have a Material Adverse Effect on the Purchaser, the completion of the transactions described in this Agreement or the value of the Consideration Shares.

7.12 Accuracy of Information.

The information in respect of the assets, liabilities, business, operations and capital of the Purchaser and its subsidiaries provided by the Purchaser and its representatives to the Vendors or their representatives is true and correct in all Material respects, as at the respective dates thereof and as at the date of this Agreement and does not omit any data or information necessary to make the data and information provided, taken as a whole, misleading in any Material respect.

7.13 Applicable Canadian Securities Laws

- (a) The Consideration Shares to be issued to the Vendors will be issued in accordance with the applicable securities laws in the Province of Alberta.
- (b) The Purchaser acknowledges and agrees that the issuance of the Consideration Shares to the Vendors will be made pursuant to the exempt take-over bid exemptions available under applicable securities laws in the Province of Alberta and will be exempt from the registration and prospectus requirements of such applicable securities laws.

7.14 Compliance with Laws; Licenses.

- (a) The Purchaser has complied with all Applicable Law applicable to the business or the Purchaser (collectively, "**Purchaser Legal Requirements**") except to the extent that failure to comply would not have a Material Adverse Effect on either or the business or the Purchaser. No event has occurred and no circumstance exists that may constitute or result in (with or without notice or lapse of time) a violation of or a failure to comply with any Purchaser Legal Requirements, and the Purchaser has not received any notice or other communication (whether oral or written) from any Governmental Body regarding any actual, alleged, possible or potential violation of, or failure to comply with any Purchaser Legal Requirement.

- (b) The Purchaser has all licenses, permits, approvals, consents, certificates, registrations and authorizations (the “**Purchaser Licenses**”) necessary to carry on the business as currently conducted or to own or lease any of the property or assets utilized by the Purchaser as such property or assets are currently owned, leased or utilized. Each Purchaser License is valid, subsisting and in good standing and the Purchaser is not in default or breach of any Purchaser License and the Purchaser has no Knowledge of any pending or threatened proceeding to revoke, limit or restrict the assignment of any Purchaser License or of any circumstance that may reasonably result in such a revocation, limitation or restriction on assignment.

7.15 Litigation.

There are no actions, suits or proceedings pending or threatened against or affecting, the Purchaser or the assets of the Purchaser or the business of the Purchaser at law or in equity or before or by any Governmental Body, or by or before an arbitrator or arbitration board. The Purchaser has no Knowledge of any ground on which any action, suit or proceeding might be commenced with any reasonable likelihood of success. The Purchaser is not subject to any judgment, order or decree that would have a Material Adverse Effect on the Purchaser or the assets thereof or the Business.

7.16 Environmental

Neither the Purchaser nor its subsidiaries is in Material violation of any Environmental Laws.

7.17 Corporate Records

The corporate records and minute book of the Purchaser contain complete and accurate minutes of all meetings of directors, shareholders and committees and copies of all by-laws and resolutions passed by the directors and shareholders of the Purchaser since incorporation; all such meetings were duly called and held, all such by-laws and resolutions were duly passed or properly adopted by the signatures of all interested parties and the share certificate books, registers of shareholders, registers of transfers and other corporate registers of the Purchaser are complete and accurate in all material respects and have been maintained in conformity with the provisions of the Purchaser’s articles and by-laws and the *Canada Business Corporations Act*.

7.18 Taxes.

- (a) The Purchaser has duly and timely made or prepared or caused to be made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Body and has duly, completely and correctly reported, in all material respects, all income and all other amounts and information required to be reported thereon.
- (b) The Purchaser has duly and timely paid all Taxes, including all installments on account of Taxes for the current taxation year, which are due and payable by it whether or not assessed by the appropriate Governmental Body.

There are no existing, proposed or anticipated appeals, actions, audits, assessments, reassessments, suits, proceedings, investigations or claims now subsisting against or in respect of the Purchaser or the business of the Purchaser in respect of Taxes. No Material deficiencies exist or have been asserted by a Government Body with respect to Taxes of the Purchaser.

**ARTICLE 8
SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

8.1 Survival of Representations and Warranties of the Vendors.

The Fundamental Representations and Warranties of the Vendors and the Management Vendors shall survive the Closing and continue indefinitely, except as limited by Applicable Law (including by applicable statutes of limitation), and, notwithstanding such Closing or any investigation made by or on behalf of the Purchaser, shall continue in full force and effect for the benefit of the Purchaser during such period.

The representations and warranties of the Vendors and the Management Vendors other than the Fundamental Representations and Warranties, and, to the extent they have not been fully performed prior to the Closing Time, the covenants of the Vendors and the Management Vendors contained in this Agreement and any agreement, instrument, certificate or other document or undertaking executed or delivered pursuant hereto (other than those set forth at Section 6.19) shall survive the Closing for eighteen (18) months from the Closing Date and, notwithstanding such Closing or any investigation made by or on behalf of the Purchaser, shall continue in full force and effect for the benefit of the Purchaser during such period.

Notwithstanding the foregoing and any investigations made by or on behalf of the Purchaser, the representations and warranties of the Vendors contained in Section 6.19 shall survive the Closing, for the benefit of the Purchaser, until three (3) months after the latest of:

- (a) the expiration of the applicable limitation period under any Applicable Law with respect to Taxes (including the Tax Act); and
- (b) the date of the expiry of the period of time within which the decision in relation to the subject matter hereof of one or more courts of competent jurisdiction may be appealed.

8.2 Survival of Representations and Warranties of the Purchaser.

The representations and warranties and, to the extent they have not been fully performed at or prior to the Closing Time, the covenants of the Purchaser contained in this Agreement and any agreement, instrument, certificate or in any document or undertaking executed or delivered pursuant hereto shall survive the Closing for eighteen (18) months from the Closing Date and, notwithstanding such Closing nor any investigation made by or on behalf of the Vendors, shall continue in full force and effect for the benefit of the Vendors during such period.

**ARTICLE 9
COVENANTS**

9.1 Exclusive Dealing.

During the Interim Period, the Vendors shall not, and shall cause the Company not to, take any action, directly or indirectly, to encourage, initiate or engage in discussions or negotiations with, or provide any information to, any Person, other than the Purchaser and its designated and authorized Representatives, concerning any sale, transfer or assignment of any of the shares of the Company, or any portion of the Business or the assets of the Company. The Vendors shall notify the Purchaser promptly if any such discussions or negotiations are sought or if any proposal for a sale, transfer or assignment of the Purchased Shares, or any portion of the Business or the assets of the Company is received or being considered.

9.2 Investigation.

- (a) During the Interim Period, the Purchaser and its authorized Representatives shall be permitted to make such investigations, inspections, surveys or tests of the Company and its assets, and of its financial and legal condition as the Purchaser deems necessary or desirable to familiarize itself with the Company and other matters related to the Company or the Purchased Shares. Without limiting the generality of the foregoing, the Purchaser shall, during normal business hours, be permitted free and unrestricted access to (i) all documents relating to information scheduled or required to be disclosed under this Agreement, (ii) the Books and Records, (iii) the Intellectual Property, (iv) the Contracts of the Company, including the Material Contracts, (v) the Leased Real Property, (vi) records regarding suppliers, customers and regulators of the Company, (vii) environmental reports, surveys, inspection reports, internal audits, manifests, incident reports and any and all correspondence with any Governmental Body or Third Parties in respect of environmental matters of the Company, and the Vendors shall provide photocopies to the Purchaser of all such written information and documents as may be reasonably requested by the Purchaser.
- (b) During the Interim Period, the Vendors and their authorized Representatives shall be permitted to make such investigations, inspections, surveys or tests of the Purchaser and its assets, and of its financial and legal condition as the Vendors deems necessary or desirable to familiarize itself with the Purchaser and other matters related to the Purchaser or the Consideration Shares. Without limiting the generality of the foregoing, the Vendors shall, during normal business hours, be permitted free and unrestricted access to (i) all documents relating to information scheduled or required to be disclosed under this Agreement, (ii) the books and records of the Purchaser, (iii) the Contracts of the Purchaser, (iv) records regarding suppliers, customers and regulators of the Purchaser, (v) environmental reports, surveys, inspection reports, internal audits, manifests, incident reports and any and all correspondence with any Governmental Body or Third Parties in respect of environmental matters of the Purchaser, and the Purchaser shall provide photocopies to the Vendors of all such written information and documents as may be reasonably requested by the Vendors.
- (c) At the request of the Purchaser, the Vendors shall execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Company or any of the assets of the Company.
- (d) At the request of the Vendors, the Purchaser shall execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Purchaser or any of the assets of the Purchaser.
- (e) At the Purchaser's request, the Vendors shall co-operate with and assist the Purchaser in arranging any meetings as the Purchaser should reasonably request with:
 - (i) senior management of the Company;
 - (ii) customers, suppliers, distributors or others who have or have had a business relationship with the Company ; and
 - (iii) auditors, accountants, solicitors or any other Persons engaged or previously engaged to provide services to the Company who have knowledge of matters relating to the Company.
- (f) At the Vendors' request, the Purchaser shall co-operate with and assist the Vendors in arranging any meetings as the Vendors should reasonably request with:

- (i) customers, suppliers, distributors or others who have or have had a business relationship with the Purchaser; and
 - (ii) auditors, accountants, solicitors or any other Persons engaged or previously engaged to provide services to the Purchaser who have knowledge of matters relating to the Purchaser.
- (g) Any data or information (whether written, oral or stored in any computer or other electronic, magnetic or optical storage system) furnished to a Party or its authorized Representatives, directly or indirectly, in connection with its investigations under this Section 9.2 will be kept confidential and shall not, without the prior written consent of the disclosing Party, be disclosed by the receiving Party or its authorized Representatives in any manner whatsoever, in whole or in part, and shall not be used by the receiving Party or its authorized Representatives, other than in connection with the Closing.

9.3 Risk of Loss.

During the Interim Period, the Management Vendors shall cause the Company to maintain in force all of its policies of insurance, including liability insurance and property damage insurance under which the Company, any subsidiary or any of their respective assets and the Business are insured. If before the Closing any of the assets of the Company are lost, damaged or destroyed and the loss, damage or destruction constitutes a Material Adverse Change, then the Purchaser at its sole discretion may either:

- (a) terminate this Agreement in accordance with the provisions of Section 4.1(b); or
- (b) with the prior written agreement of the Vendors, reduce the Purchase Price by the amount of the replacement cost of the assets which were lost, damaged or destroyed less the amount of any proceeds of insurance payable as a result of the occurrence.

9.4 Conduct Prior to Closing.

Without in any way limiting any other obligations of the Vendors hereunder, during the Interim Period:

- (a) the Management Vendors shall cause the Company to conduct the Business and the operations and affairs of the Company only in the Ordinary Course, and the Company shall not, without the prior written consent of the Purchaser, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of the Vendors in this Agreement and, without limiting the generality of the foregoing, the Vendors shall cause the Company:
 - (i) not to amalgamate, merge or consolidate with or acquire or agree to acquire all or substantially all of the shares and assets of any Person, and not to acquire or lease or agree to acquire or lease any business operations or any share interest in any other Person, not to acquire or agree to acquire any legal or beneficial interest in any real property or not to occupy, lease, manage or control or agree to occupy, lease or manage or control any facility or property;
 - (ii) not to enter into any compromise or settlement of any litigation, proceeding or government investigation relating to the Business of the Company or any of the assets of the Company;
 - (iii) not to make any material modification to the usual sales, human resource, accounting, software, or management practices, processes or systems;

- (iv) not to enter into or amend any Material Contract, other than in the Ordinary Course;
 - (v) not to incur, or commit to incur, any single capital expenditure in excess of \$50,000 without the prior written consent of the Purchaser, not to be unreasonably withheld;
 - (vi) not to move any assets of the Business of the Company to any other location from which the Company does not carry on the Business at the date hereof;
 - (vii) not to encumber or dispose of any assets of the Business, other than in the Ordinary Course; or
 - (viii) not to make any change to the certificate or articles of incorporation or the by-laws of the Company;
- (b) the Management Vendors shall cause the Company:
- (i) to take out, at the expense of the Purchaser, such additional insurance as may be reasonably requested by the Purchaser; and
 - (ii) to report all Claims or known circumstances or events which may give rise to a Claim to its insurers under the insurance policies of the Company in a due and timely manner and to provide copies of those reports to the Purchaser;
- (c) the Management Vendors shall use commercially reasonable efforts to preserve, and cause the Company to preserve intact, the Business, the assets, and the operations and affairs of the Company and to carry on the Business and the affairs of the Company as currently conducted, and to promote and preserve for the Purchaser the goodwill of suppliers, customers and others having business relations with the Company;
- (d) the Management Vendors shall cause the Company to pay and discharge the liabilities of the Company in the Ordinary Course in accordance and consistent with the previous practice of the Company, except those contested in good faith; and
- (e) the Management Vendors shall, and shall cause the Company to, periodically report to the Purchaser as it may reasonably request concerning the state of the Company, the Business and the assets of the Company.

9.5 Overlapping Tax Returns.

The Purchaser shall cause the Company to prepare and file all Overlapping Tax Returns. If requested in writing to do so by the Vendors, the Purchaser shall cause the Company to submit each Overlapping Tax Return so requested to the Vendors at least thirty (30) days prior to the due date for the filing of such Overlapping Tax Return (taking into account any extensions), and the Vendors shall have the right to review and comment on such Overlapping Tax Returns. The Vendors shall provide the Purchaser and the Company with such assistance and information as they may reasonably request in connection with the preparation of any Overlapping Tax Returns.

9.6 Leases

The Management Vendors agree to use commercially reasonable efforts to obtain the Lease Consents on or before the Closing Date. The Purchaser agrees that it shall provide such information to landlords or lessors

including, but not limited to, information concerning the shareholders of the Purchaser, as is reasonably required by such landlords or lessors to provide the Lease Consents. Any and all administration and legal costs related to the assignment and assumption of the Leases (excluding the costs incurred by the Purchaser to provide the information require by this Section 9.6) shall be borne solely by the Company.

9.7 Post-Closing.

- (a) The Purchaser agrees, covenants and undertakes to:
 - (i) perform all obligations and repay the Post-Closing Cash Payment on the date that is 6 months from the Closing Date;
 - (ii) pay to the Vendors all costs, charges and expenses, including but not limited to legal fees of the Vendors on a solicitor and client basis, incurred by the Vendors in connection with the recovery or enforcement of payment of any of the monies owing pursuant to the Notes. All such costs will be added to the principal amount of the Notes until paid in full; and
 - (iii) operate the Business as a subsidiary of the Purchaser and not to amalgamate the Company or Top App into the Purchaser or any other Person until such time as the Post-Closing Cash Payment is paid in full to the Vendors.
- (b) The Purchaser acknowledges and agrees that its current intention is to provide the Company with sufficient capital after the Closing Time to grow and expand the Business nationally. However, the Vendors acknowledge and agree that the board of directors of the Purchaser is obligated under Applicable Law governing the Purchaser to act in the best interest of the Purchaser at all times and any decision as the amount and timing of such funding will be made by the board of directors of the Purchaser in its discretion based upon its good faith determination of what is necessary to comply with such statutory requirements.

9.8 Nomination Right.

- (a) As of the Closing Date and up until the Business Day prior to the date that the Sunniva Shares are listed for trading on the Exchange, the Vendors shall have a right to nominate Vass to the board of directors of the Purchaser provided that Vass is willing to be so nominated and is eligible to serve as a director of the Purchaser under Applicable Law.
- (b) Subject to the provisions of Section 9.8(a), if at any time a meeting of shareholders of the Purchaser is required to appoint directors of the Purchaser, the Purchaser shall present Vass as part of the management's list of director nominees.
- (c) The Purchaser agrees that Vass shall be indemnified by the Purchaser for his conduct as a director to the same extent and in the same manner as the current directors of the Purchaser are indemnified and shall be included on the Purchaser's policy of directors and officers liability insurance to the same extent as all other directors.

9.9 Pre-Emptive Right.

- (a) As of the Closing Date and up until the date the Sunniva Shares are listed for trading on the Exchange, the Vendors shall have the right (the "**Pre-Emptive Right**") to maintain their Pro Rata Interest in the event the Purchaser issues or proposes to issue any Equity Securities pursuant to an Equity Offering, subject to applicable securities laws.

- (b) While the Pre-Emptive Right is in effect, each time the Purchaser proposes to issue Equity Securities pursuant to an Equity Offering, the Purchaser shall give written notice (the “**Offering Notice**”) to Vass (or his nominee) (the “**Vendor’s Representative**”) of the terms and conditions of such proposed Equity Offering.
- (c) The Offering Notice must specify the terms and conditions of the proposed Equity Offering, including (i) the total number or principal amount, as the case may be, of the Equity Securities being offered (the “**Offered Securities**”), (ii) the rights, privileges, restrictions, terms and conditions of the Offered Securities, (iii) the consideration for each Offered Security, and (iv) the closing date of such proposed Equity Offering, which closing date may not be earlier than ten (10) Business Days from the date the Offering Notice is delivered to the Vendor’s Representative.
- (d) In the case of a contemplated issuance of Offered Securities for non-cash consideration, the Purchaser Board shall in good faith determine the deemed issue price per Offered Security, which shall be the price at which the Vendors may participate.
- (e) Pursuant to the Pre-Emptive Right, the Vendors may subscribe for that number of Offered Securities as described in the Offering Notice such that their Pro Rata Interest as at the date of the Offering Notice shall be equal to the aggregate Pro Rata Interest of the Vendors after giving effect to the proposed Equity Offering, by the Vendor’s Representative delivering a subscription notice to the Purchaser (the “**Subscription Notice**”) within five (5) Business Days from the date the Offering Notice is delivered (the “**Offer Period**”).
- (f) When any Offered Securities are offered to the Vendors pursuant to the Pre-Emptive Right, the Purchaser will, subject to completion of the Equity Offering in accordance with its terms, promptly accept subscriptions from such Vendors as described in the Subscription Notice (the “**Participating Vendor(s)**”) for the number of Offered Securities set out in the Subscription Notice with respect to the Participating Vendor(s) by notifying the Vendor’s Representative of the number or amount of Offered Securities allotted to the Participating Vendor(s). For certainty, the Participating Vendor(s) shall be obligated to subscribe for all, but not less than all of the Offered Securities subject to the Pre-Emptive Right.
- (g) Once provided in writing by the Purchaser, each Subscription Notice constitutes a binding agreement by the Participating Vendor(s) to subscribe for and purchase, and by the Purchaser to issue and sell to Participating Vendors, on the terms and conditions contained in the Offering Notice, the number or amount of Offered Securities allotted to the Participating Vendor(s) as set out in the Subscription Notice; provided, however, the closing of any purchase by the Participating Vendor(s) pursuant to a Subscription Notice shall only be consummated concurrently with and to the extent if the number of Equity Securities issued under the issuance or sale described in the Offering Notice is consummated. Any Subscription Notice delivered in connection with an Equity Offering that is not completed either in whole or in part, shall be null and void in respect that portion of the Equity Offering that is not completed.
- (h) Subject to a contrary determination by any Canadian securities regulatory authority, no additional approvals from the holders of Sunniva Shares will be required in order to issue securities of the Purchaser to the Vendors pursuant to the Pre-Emptive Right.
- (i) If at any time after during the period that the Pre-Emptive Right is in effect, the Purchaser shall propose or undertake an issuance or offering of any of its securities and in the opinion of the Purchaser Board, acting reasonably, the Pre-Emptive Right is not strictly applicable to that specific issuance or offering of any of its securities or, if strictly applicable would not fairly protect the

rights of the Vendors in accordance with the intent and purposes of Section 9.9, the Purchaser Board shall take all necessary action to be equitable to the Vendors in such circumstances and ensure that the intent and purposes of this Section 9.9 are fulfilled such that Vendors hold or have the opportunity to hold, after such issuance or offering of any of the Purchaser's securities, the same percentage of Sunniva Shares on a fully diluted basis as it did prior to such issuance or offering of any of the Purchaser's securities. In the event that any such action is taken by the Purchaser Board, the Purchaser shall deliver an Offering Notice, *mutatis mutandis*, to Vendors in accordance with Section 9.9(c).

ARTICLE 10 INDEMNIFICATION

10.1 Indemnification by the Vendors.

Except as otherwise limited pursuant to this Article 10, the Vendors shall, severally (and not jointly and severally), be liable for and shall indemnify and save harmless the Purchaser from all Losses suffered or incurred by the Purchaser as a result of or arising directly or indirectly out of or in connection with:

- (a) the untruthfulness of any representation or warranty of any of the Vendors contained in Article 5 or in any agreement, certificate or other document delivered pursuant hereto; provided, however, that the Vendors shall not be required to indemnify or save harmless the Purchaser in respect of any untruthfulness of any representation or warranty unless the Purchaser shall have provided notice to the Vendors in accordance with Sections 10.5 and 11.1 on or prior to the expiration of the applicable survival period related to such representation and warranty; and
- (b) any breach or non-performance by any of the Vendors of any covenant or obligation to be performed by him or her which is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto.

10.2 Indemnification by the Management Vendors.

Except as otherwise limited pursuant to this Article 10, the Management Vendors shall, severally (and not jointly and severally), be liable for and shall indemnify and save harmless the Purchaser from all Losses suffered or incurred by the Purchaser as a result of or arising directly or indirectly out of or in connection with:

- (a) the untruthfulness of any representation or warranty of any of the Management Vendors contained in Article 6 or in any agreement, certificate or other document delivered pursuant hereto; provided, however, that the Management Vendors shall not be required to indemnify or save harmless the Purchaser in respect of any untruthfulness of any representation or warranty unless the Purchaser shall have provided notice to the Management Vendors in accordance with Sections 10.5 and 11.1 on or prior to the expiration of the applicable survival period related to such representation and warranty; and
- (b) any breach or non-performance by any of the Management Vendors of any covenant or obligation to be performed by him or her which is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto.

10.3 Indemnification by the Purchaser.

The Purchaser shall be liable for and shall indemnify and save harmless the Vendors from all Losses suffered or incurred as a result of or arising directly or indirectly out of or in connection with:

- (a) the untruthfulness of any representation or warranty of the Purchaser contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto; provided, however, that the Purchaser shall not be required to indemnify or save harmless the Vendors in respect of any untruthfulness of any representation or warranty unless the Vendors shall have provided notice to the Purchaser in accordance with Section 11.1 on or prior to the expiration of the applicable survival period related to such representation and warranty; and
- (b) any breach or non-performance by the Purchaser of any covenant or obligation to be performed by it which is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto.

10.4 Limitation of Liability.

- (a) Other than in respect of the untruthfulness of any Fundamental Representation and Warranty of the Vendors and the representations and warranties of the Management Vendors set forth in Section 6.19, the Purchaser shall not be entitled to require payment of any amount by the Vendors on account of the indemnities contained in Section 10.1 or 10.2 until the aggregate of all such amounts for which it would otherwise be entitled to require payment exceeds \$300,000 (the “**Threshold Amount**”). Once the Threshold Amount has been exceeded, the Purchaser shall be entitled to require payment on the indemnities contained in Section 10.1 or 10.2 from the first dollar of such amounts, without regard to the Threshold Amount.
- (b) For purposes of determining the liability and indemnity obligations under this Agreement, Losses shall be limited to actual Losses, and no Party shall be entitled to consequential, punitive, special or similar Losses, including, but not limited to, Losses for lost profit.
- (c) In no event, regardless of the basis or cause, shall the aggregate liability of the Vendors to the Purchaser under this Agreement exceed the aggregate amount of the Purchase Price that has been paid or is payable to the Vendors.

10.5 Notice of Claim.

- (a) In the event that a Party (the “**Indemnified Party**”) shall be notified of any claim, proceeding or other matter (a “**Claim**”) in respect of which another Party (the “**Indemnifying Party**”) agreed to indemnify the Indemnified Party pursuant to this Agreement, the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party. Such notice shall specify whether the Claim arises as a result of a claim by a Person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available) the factual basis for the Claim and the amount of the Claim, if known.
- (b) If, through the fault of the Indemnified Party, the Indemnifying Party does not receive notice of any Claim in time to contest effectively the determination of any liability susceptible of being contested, the Indemnifying Party shall be entitled to set off against the amount claimed by the Indemnified Party the amount of any Losses incurred by the Indemnifying Party resulting from the Indemnified Party’s failure to give such notice on a timely basis.

10.6 Direct Claims.

With respect to any Direct Claim, following receipt of notice from the Indemnified Party of the Claim, the Indemnifying Party shall have 45 days to make such investigation of the Claim as is considered necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim, together with all such other information as the Indemnifying Party may reasonably request. If both Parties agree at or prior to the expiration of such 45 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay in cash to the Indemnified Party the full agreed-upon amount of the Claim, failing which the matter shall be referred to binding arbitration in such manner as the Parties may agree or, failing such agreement, shall be determined by a court of competent jurisdiction.

10.7 Third Party Claims.

- (a) The Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of any Third Party Claim and if the Indemnifying Party assumes control, it shall reimburse the Indemnified Party for all of the Indemnified Party's reasonable out-of-pocket expenses prior to the time the Indemnifying Party assumed control. If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defense of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to actual or potential differing interests between them (such as the availability of different defences).
- (b) If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to the Third Party Claim, subject to paragraph (d) of this Section 10.6.
- (c) If any Third Party Claim is of a nature such that the Indemnified Party is required by Applicable Law to incur losses or make a payment to any Person (a "**Third Party**") with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party shall promptly give the Indemnifying Party notice of the requirement with reasonable particulars then known to the Indemnified Party and thereafter may incur such Losses or make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such payment. If the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such payment was made, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after the receipt of the difference from the Third Party, pay the amount of such difference, together with any interest thereon paid by the Third Party to the Indemnified Party. In addition, the Indemnifying Party shall post all security required by any court, regulatory body or other authority having jurisdiction, including without limitation, for purposes of enabling the Indemnifying Party to contest any Third Party Claim.
- (d) If the Indemnifying Party fails to assume control of the defense of any Third Party Claim or defaults in respect of any of its obligations under this Section 10.6 with respect thereto, the Indemnified Party shall have the exclusive right to contest the amount claimed and may settle and pay the same

on 14 days prior written notice to the Indemnifying Party and the Indemnified Party shall, thereupon, be deemed to have agreed that such settlement is reasonable and may be agreed to by the Indemnified Party and all other Persons liable in respect of the Third Party Claim unless within such 14 day period the Indemnifying Party notifies the Indemnified Party that it is assuming or reassuming control of such defense and thereafter assumes or reassumes such control and does not default.

- (e) The Indemnified Party and the Indemnifying Party shall co-operate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

10.8 One Recovery.

An Indemnified Party is not entitled to double recovery for any Claim even though they may have resulted from the breach of more than one of the representations, warranties, covenants and obligations of an Indemnifying Party in this Agreement. No Indemnifying Party has any liability or obligation with respect to any Claim for indemnification to the extent that such matter was reflected as a deduction or set off of the Purchase Price pursuant to Article 2 or an adjustment to the Purchase Price in Article 2.

10.9 Insurance Proceeds.

To the extent that the Purchaser has a Claim to which it is entitled to be indemnified by the Vendors pursuant to this Agreement, the loss recoverable from the Vendors shall be reduced to the extent that the Purchaser receives proceeds of insurance (net of any deductibles or increases of premiums associated therewith) with respect to such Claim.

10.10 Mitigation of Indemnity Claims.

The Purchaser and the Vendors hereby agree that, with respect to any Claim they may have, as the case may be, they shall in good faith use commercially reasonable efforts to mitigate or minimize such Claim and to cooperate:

- (a) in the case of the Purchaser, with the Vendors in the Vendors' efforts to minimize any of the Purchaser's Claims, and
- (b) in the case of the Vendors, with the Purchaser in the Purchaser's efforts to minimize any of the Vendors' Claims.

10.11 Exclusivity.

The provisions of this Article 10 shall be the sole recourse for, and shall apply to, any Claim (other than a claim for specific performance or injunctive relief) for breach of any covenant, representation, warranty or other provision of this Agreement or any agreement, certificate or other document delivered pursuant hereto so that all such Claims shall be subject to the limitations and other provisions contained in this Article 10.

10.12 Payment of Indemnification Obligations.

In the event that any of the Vendors become obligated to indemnify the Purchaser under this Article 10, the Purchaser may, at its discretion, and in addition any other mechanisms available at law to seek payment of such amounts from the Vendors, satisfy all or any part of such indemnification obligations through offsetting all or any portion of such indemnification obligations against any cash owing by the Purchaser to any of the Vendors including in respect of the Post-Closing Cash Payment.

ARTICLE 11 MISCELLANEOUS

11.1 Notices.

(a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by email or sent by registered mail, charges prepaid, addressed as follows:

(i) if to the Vendors, or any of them:

c/o Daniel Vass
A9A, 6120 – 2nd Street SE
Calgary, Alberta, T2H 0P3
Email: dan@naturalhealthservices.ca

with a copy to:

Carscallen LLP
1500, 407 – 2nd Street SW
Calgary, Alberta, T2P 2Y3
Attention: John M. Davidson
Email: davidson@carscallen.com

(ii) if to the Purchaser:

Sunniva Holdings Corp.
c/o 1200 – 200 Burrard Street
Vancouver, B.C., V7X 1T2
Attn: Leith Pedersen
Email : lpedersen@sunnivamedical.com

with a copy to:
Borden Ladner Gervais LLP
1200 – 200 Burrard Street
Vancouver, B.C., V7X 1T2
Attention : Warren B. Learmonth
Email : wlearmonth@blg.com

- (b) Any such notice or other communication, if delivered by email, shall be deemed to have been given on the day on which it was transmitted if transmitted on a Business Day prior to 5:00 p.m. at the place of receipt or, otherwise, on the next following Business Day and, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by email as aforesaid.
- (c) Any Party may at any time change its address for service from time to time by giving notice to the other Parties in accordance with this Section 11.1.

11.2 Commissions, etc.

- (a) The Management Vendors agree to severally (and not jointly and severally) indemnify and save harmless the Purchaser from and against all Losses suffered or incurred by the Purchaser in respect of any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for or on behalf of any Management Vendor.
- (b) The Purchaser agrees to indemnify and save harmless the Vendors from and against all Losses suffered or incurred by the Vendors in respect of any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for or on behalf of the Purchaser.

11.3 Public Announcements and Filings.

The Parties shall consult with and obtain the prior written consent (not to be unreasonably withheld) of each other before issuing any press release or making any other public announcement with respect to this Agreement or the transactions contemplated hereby.

11.4 Fees.

Each of the Parties hereto shall pay their respective legal costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred. To the extent that any Company Transaction Expenses remain owing after the Closing Date on account of any Company Transaction Expenses, the Company shall be liable to pay such amounts.

11.5 Assignment and Successors.

Except as specifically contemplated by this Agreement, no Party hereto shall assign this Agreement or any part hereof without the prior written consent of the other Parties.

11.6 Enurement and Binding Effect.

This Agreement shall enure to the benefit of, be binding upon and enforceable by the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

11.7 Entire Agreement.

This Agreement, the Schedules and the agreements referred to herein constitute the entire agreement and understanding between the Parties relating to the subject matter hereof and thereof and supersede all prior representations, endorsements, premises, agreements, memoranda, communications, negotiations, discussions, understandings and arrangements, including the letter of intent dated September 8, 2014, whether oral, written or inferred, among the Parties relating to the subject matter hereof. This Agreement may not be modified, amended, rescinded, cancelled, altered or supplemented, in whole or in part, except upon the execution and delivery of a written instrument executed by a duly authorized representative of each of the Parties.

11.8 Independent Legal Advice.

Each Vendor agrees that Borden Ladner Gervais LLP is acting solely as counsel to the Purchaser and Carscallen LLP is acting solely as counsel to the Company in connection with this Agreement and the transactions contemplated hereby. Neither firm is acting as counsel to, or obligated to protect the interests of, any particular Vendor. Each Vendor has been advised to seek independent legal advice in connection with its execution and delivery of this Agreement and has either sought and received such advice to its satisfaction or determined that it does not require such advice prior to executing and delivering this Agreement.

11.9 Counterparts.

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear date as of the date of this Agreement. In addition to original signatures, this Agreement shall be considered properly executed by any Party if executed and transmitted by facsimile, email or portable document format (PDF) to the other Parties.

Remainder of page left intentionally blank

Signature pages follow

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

SIGNED, SEALED AND DELIVERED by)
DANIEL VASS in the presence of:)
)
(SIGNED))
_____)
Witness)
(SIGNED))
_____)
Name of Witness)

(SIGNED))
_____)
DANIEL VASS

SIGNED, SEALED AND DELIVERED by)
STEPHANIE MASON in the presence of:)
)
(SIGNED))
_____)
Witness)
(SIGNED))
_____)
Name of Witness)

(SIGNED))
_____)
STEPHANIE MASON

SIGNED, SEALED AND DELIVERED by)
STEPHEN OLYARNYK in the presence of:)
)
(SIGNED))
_____)
Witness)
(SIGNED))
_____)
Name of Witness)

(SIGNED))
_____)
STEPHEN OLYARNYK

SIGNED, SEALED AND DELIVERED by)
HUBERTUS VAN GELDEREN in the presence of:)
)
(SIGNED))
_____)
Witness)
(SIGNED))
_____)
Name of Witness)

(SIGNED))
_____)
HUBERTUS VAN GELDEREN

SIGNED, SEALED AND DELIVERED by)
JAMES FREE in the presence of:)
)
(SIGNED))
_____)
Witness)
(SIGNED))
_____)
Name of Witness)

(SIGNED))
_____)
JAMES FREE

SIGNED, SEALED AND DELIVERED by)
MATTHEW KOEPP in the presence of:)
)
(SIGNED))
_____)
Witness)
(SIGNED))
_____)
Name of Witness)

(SIGNED))
_____)
MATTHEW KOEPP

SIGNED, SEALED AND DELIVERED by)
MICHAEL WEIGEL in the presence of:)
)
(SIGNED))
_____)
Witness)
(SIGNED))
_____)
Name of Witness)

(SIGNED))
_____)
MICHAEL WEIGEL

SIGNED, SEALED AND DELIVERED by)
DUSTIN MYLES HOLLMAN in the presence of:)
)
(SIGNED))
_____)
Witness)
(SIGNED))
_____)
Name of Witness)

(SIGNED))
_____)
DUSTIN MYLES HOLLMAN

SIGNED, SEALED AND DELIVERED by)
JAMIE KEMBEL in the presence of:)
)
(SIGNED))
_____)
Witness)
(SIGNED))
_____)
Name of Witness)

(SIGNED))
_____)
JAMIE KEMBEL

SIGNED, SEALED AND DELIVERED by)
CRYSTAL DAWN ENGEL in the presence of:)
)
(SIGNED))

Witness)
(SIGNED))

Name of Witness)

(SIGNED) _____
CRYSTAL DAWN ENGEL

SIGNED, SEALED AND DELIVERED by)
BARBARA ANNE ENGEL in the presence of:)
)
(SIGNED))

Witness)
(SIGNED))

Name of Witness)

(SIGNED) _____
BARBARA ANNE ENGEL

SIGNED, SEALED AND DELIVERED by)
JOEL RYAN TAYLOR in the presence of:)
)
(SIGNED))

Witness)
(SIGNED))

Name of Witness)

(SIGNED) _____
JOEL RYAN TAYLOR

SIGNED, SEALED AND DELIVERED by)
TAMARA CASSANDRA TAYLOR in the presence)
of:)
)
(SIGNED))

Witness)
(SIGNED))

Name of Witness)

(SIGNED) _____
TAMARA CASSANDRA TAYLOR

SIGNED, SEALED AND DELIVERED by)
PERCY JAMES FADER in the presence of:)
)
(SIGNED))

Witness)
(SIGNED))

Name of Witness)

(SIGNED) _____
PERCY JAMES FADER

SIGNED, SEALED AND DELIVERED by)
CHERYL DOERING in the presence of:)
)
(SIGNED))
Witness)
(SIGNED))
Name of Witness)

(SIGNED)
CHERYL DOERING

SIGNED, SEALED AND DELIVERED by)
JODIE COSSETTE in the presence of:)
)
(SIGNED))
Witness)
(SIGNED))
Name of Witness)

(SIGNED)
JODI COSSETTE

SIGNED, SEALED AND DELIVERED by)
MARIE PTYLARZ in the presence of:)
)
(SIGNED))
Witness)
(SIGNED))
Name of Witness)

(SIGNED)
MARIE PTYLARZ

SIGNED, SEALED AND DELIVERED by)
CHRISTOPHER FOORD in the presence of:)
)
(SIGNED))
Witness)
(SIGNED))
Name of Witness)

(SIGNED)
CHRISTOPHER FOORD

SIGNED, SEALED AND DELIVERED by)
AMY LAFLECHE in the presence of:)
)
(SIGNED))
Witness)
(SIGNED))
Name of Witness)

(SIGNED)
AMY LAFLECHE

SIGNED, SEALED AND DELIVERED by)
LYNNE LAFLECHE in the presence of:)
)
(SIGNED))
Witness)
(SIGNED))
Name of Witness)

(SIGNED) _____
LYNNE LAFLECHE

SIGNED, SEALED AND DELIVERED by)
AMY HAYES in the presence of:)
)
(SIGNED))
Witness)
(SIGNED))
Name of Witness)

(SIGNED) _____
AMY HAYES

SIGNED, SEALED AND DELIVERED by)
BASIL JAMES KELLY in the presence of:)
)
(SIGNED))
Witness)
(SIGNED))
Name of Witness)

(SIGNED) _____
BASIL JAMES KELLY

SIGNED, SEALED AND DELIVERED by)
HART STEINFELD in the presence of:)
)
(SIGNED))
Witness)
(SIGNED))
Name of Witness)

(SIGNED) _____
HART STEINFELD

SIGNED, SEALED AND DELIVERED by)
ZOE CALLAGHAN in the presence of:)
)
(SIGNED))
Witness)
(SIGNED))
Name of Witness)

(SIGNED) _____
ZOE CALLAGHAN

SIGNED, SEALED AND DELIVERED by)
ASHLEIGH FRANCES SPELAY in the presence)
of:)

(SIGNED))

Witness)
(SIGNED))

Name of Witness)

(SIGNED) _____
ASHLEIGH FRANCES SPELAY

SIGNED, SEALED AND DELIVERED by)
BRAD LESLIE HARDY in the presence of:)

(SIGNED))

Witness)
(SIGNED))

Name of Witness)

(SIGNED) _____
BRAD LESLIE HARDY

SIGNED, SEALED AND DELIVERED by)
JOHN BRANDENBURG in the presence of:)

(SIGNED))

Witness)
(SIGNED))

Name of Witness)

(SIGNED) _____
JOHN BRANDENBURG

VLP HOLDINGS LTD.

Per: (SIGNED) _____
Authorized Signatory

ROBERT FERRARI PROFESSIONAL CORPORATION

Per: (SIGNED) _____
Authorized Signatory

SUNNIVA HOLDINGS CORPORATION

Per: (SIGNED) _____
Authorized Signatory

NATURAL HEALTH SERVICES LTD.

Per: (SIGNED) _____
Authorized Signatory

Schedule A
FORM OF PROMISSORY NOTES

See attached.

Secured Promissory Note

Principal: CAD \$[•]

Date of Issue: February 8, 2017

FOR VALUE RECEIVED, SUNNIVA HOLDINGS CORP. (the “Debtor”) a company incorporated under the laws of Canada with an office at 1200 -200 Burrard Street, Vancouver, B.C., V7X 1T2 (the “Debtor”), hereby promises to pay the principal amount of [•] DOLLARS AND [•] CENTS (\$[•]) (the “Principal”) to the order of [•] (the “Lender”), an individual with an address at [•].

1. Purpose. This Promissory Note is made by the Debtor for the purpose of setting out the terms of repayment of the portion of the “Post-Closing Cash Payment” owed to the Lender under the terms of a share purchase agreement (the “Agreement”) dated as of February 8, 2017 among the Debtor, Natural Health Services Ltd. (“NHS”), and each of the former shareholders of NHS, including the Debtor. For greater certainty, all capitalized terms used herein and not otherwise defined have the meanings given thereto in the Agreement.
2. Repayment. The Principal shall be due and payable on August 8, 2017.
3. No Interest. The Principal shall not bear any interest.
4. Prepayment. At any time and from time to time any portion of the Principal outstanding, may be prepaid to the Lender without penalty.
5. Security. As security for all obligations owing under this Secured Promissory Note, the Debtor is entering into a share pledge agreement dated as of the date hereof pursuant to which the Debtor will pledge all of the outstanding shares of NHS which it acquires under the Agreement for the benefit of the Lender and all other former shareholders of NHS.
6. Enforcement Expenses. In the event of enforcement by the Lender of its remedies under this Secured Promissory Note, then the Debtor will pay all costs and expenses incurred by the Lender, including, without limitation, legal fees and expenses in pursuing the Lender’s remedies against the Debtor.
7. Jurisdiction. Alberta law will apply to the interpretation and enforcement of this Secured Promissory Note.
8. Waiver. The Debtor hereby waives presentment and notice of dishonor, protest and notice of protest. No delay by the Lender in exercising any power or right hereunder will operate as a waiver of power or right preclude other or further exercise thereof, or the exercise of any other power or right hereunder or otherwise; and no waiver whatever or modification of the terms thereof will be valid unless in writing signed by the Lender and then only to the extent therein set forth.

[Signature page follows]

IN WITNESS WHEREOF each of the undersigned has executed this Secured Promissory
Note this 8th day of February, 2017.

SUNNIVA HOLDINGS CORP.

By: _____
Authorized Signatory

SCHEDULE B

Form of Share Pledge Agreement

See attached.

SHARE PLEDGE AGREEMENT

THIS SHARE PLEDGE AGREEMENT (the “**Pledge Agreement**”) made as of the ____ day of February, 2017.

AMONG:

SUNNIVA HOLDINGS CORP., a company duly incorporated under the laws of Canada (the “**Pledgor**”)

-and-

DANIEL VASS, an individual with an address at 5 [REDACTED] [REDACTED] {personal information} (“**Vass**”)

-and-

STEPHANIE MASON, an individual with an address at [REDACTED] [REDACTED] {personal information} (“**Mason**”)

-and-

STEVEN OLYARNYK, an individual with an address at 4 [REDACTED] [REDACTED] {personal information} (“**Olyarnyk**”)

-and-

HUBERTUS VAN GELDEREN, an individual with an address at [REDACTED] [REDACTED] {personal information} (“**Van Gelderen**”)

-and-

MATTHEW KOEPP, an individual with an address at [REDACTED] [REDACTED] {personal information} (“**Koepp**”)

-and-

JAMES FREE, an individual with an address at [REDACTED] [REDACTED] {personal information} (“**Free**”)

- 2 -

-and-

MICHAEL WEIGEL, an individual with an address at [REDACTED]
[REDACTED] {personal
information} ("**Weigel**")

-and-

DUSTIN MYLES HOLLMAN, an individual with an address at [REDACTED]
[REDACTED] {personal
information} ("**Hollman**")

-and-

JAMIE KEMBEL, an individual with an address at [REDACTED]
[REDACTED] {personal information}
 ("**Kembel**")

-and-

CRYSTAL DAWN ENGEL, an individual with an address at [REDACTED]
[REDACTED] {personal
information} ("**Crystal Engel**")

-and-

BARBARA ANNE ENGEL, an individual with an address at [REDACTED]
[REDACTED] {personal information} ("**Barbara
Engel**")

-and-

**JOEL RYAN TAYLOR AND TAMARA CASSANDRA
TAYLOR**, individuals with an address at [REDACTED]
[REDACTED] {personal information} ("**Taylor**")

-and-

PERCY JAMES FADER, an individual with an address at [REDACTED]
[REDACTED] {personal information}
 ("**Fader**")

-and-

CHERYL DOERING, an individual with an address at [REDACTED]
[REDACTED] {personal information}
 ("**Doering**")

-and-

JODIE COSSETTE, an individual with an address at [REDACTED]
[REDACTED] {personal information}
("Cossette")

-and-

MARIE PTYLARZ an individual with an address at [REDACTED]
[REDACTED] {personal information}
("Pytlarz")

-and-

CHRISTOPHER FOORD, an individual with an address at [REDACTED]
[REDACTED] {personal information}
("Foord")

-and-

AMY LAFLECHE, an individual with an address at [REDACTED]
[REDACTED] {personal information} ("Amy
Lafleche")

-and-

LYNNE LAFLECHE, an individual with an address at [REDACTED]
[REDACTED] {personal information}
("Lynne Lafleche")

-and-

AMY HAYES, an individual with an address at [REDACTED]
[REDACTED] {personal information} ("Hayes")

-and-

BASIL JAMES KELLY, an individual with an address at [REDACTED]
[REDACTED] {personal information}
("Kelly")

-and-

HART STEINFELD, an individual with an address at [REDACTED]
[REDACTED] {personal
information} ("Steinfeld")

-and-

ZOE CALLAGHAN, an individual with an address at [REDACTED] {personal information} ("**Callaghan**")

-and-

ASHLEIGH FRANCES SPELAY, an individual with an address at [REDACTED] {personal information} ("**Spelay**")

-and-

BRAD LESLIE HARDY, an individual with an address at [REDACTED] {personal information} ("**Hardy**")

-and-

VLP HOLDINGS LTD., a corporation incorporated under the laws of the Province of Alberta with its office located at [REDACTED] {personal information} ("**VLP Holdings**")

-and-

ROBERT FERRARI PROFESSIONAL CORPORATION., a professional corporation incorporated under the laws of the Province of Alberta with its office located at [REDACTED] {personal information} ("**Ferrari**")

-and-

JOHN BRANDENBURG, an individual with an address at [REDACTED] {personal information} ("**Brandenburg**")

(each of Vass, Mason, Olyarnyk, Van Gelderen, Koepf, Free, Weigel, Hollman, Kembel, Crystal Engel, Barbara Engel, Taylor, Fader, Doering, Cossette, Pytlarz, Foord, Amy Lafleche, Lynne Lafleche, Hayes, Kelly, Steinfeld, Callaghan, Spelay, Hardy, VLP Holdings, Ferrari, and Brandenburg, a "**Secured Party**", and collectively, the "**Secured Parties**")

-and-

NATURAL HEALTH SERVICES LTD., a body corporate incorporated under the laws of the Province of Alberta (the “**Company**”)

-and-

CARSCALLEN LLP, an Alberta law firm having an address at Suite 1500, 407 - 2nd Avenue, Calgary, AB, T2P 2Y3 (the “**Escrow Agent**”)

WHEREAS:

- A. The Pledgor and the Secured Parties are party to a share purchase agreement (the “**Purchase Agreement**”) dated effective the ____ day of February, 2017 (the “**Closing Date**”), pursuant to which the Pledgor acquired all of the issued and outstanding Class “A” Common Voting Shares in the capital of the Company (“**Class A Shares**”) from the Secured Parties for an aggregate purchase price of \$22,500,000 (the “**Purchase Price**”);
- B. In accordance with Section 2.3(a)(ii) of the Purchase Agreement, the Secured Parties have agreed to be paid a portion of the Purchase price, being an amount equal to \$2,250,000 (the “**Post-Closing Cash Payment**”), such Post-Closing Cash Payment being evidenced by way of promissory notes (the “**Notes**”) issued by the Pledgor in favour of the Secured Parties in accordance with Section 2.3(b)(i) of the Purchase Agreement; and
- C. To secure repayment of the Post-Closing Cash Payment as evidenced by the Notes in accordance with Section 2.3(b)(ii) of the Purchase Agreement, the Pledgor has agreed to pledge, mortgage and transfer to the Secured Parties all of the issued and outstanding Class A Shares held by the Pledgor, namely 6,282,401 Class A Share represented by share certificate A-38 (the “**Pledged Shares**”);

NOW THEREFORE in consideration for the covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged by the Pledgor, the Secured Parties, and the Company) the Pledgor, the Secured Parties, and the Company covenant, promise and agree as follows:

1. COVENANT

The Pledgor shall observe and perform all of the covenants, terms, conditions and agreements set out herein and set out in the Purchase Agreement and the Notes (together, called the “**Security Instruments**”). Any default hereunder shall constitute a default under the Security Instruments and any default under the Security Instruments shall constitute a default hereunder.

2. PLEDGE

The Pledgor hereby assigns, pledges, transfers, mortgages, charges and conveys the Pledged Shares to the Secured Parties as security for the performance and compliance with the terms,

conditions, agreement and covenants of the Pledgor set forth in the Security Instruments and for the payment of the Post-Closing Cash Payment. The certificates evidencing the Pledged Shares shall be held by the Escrow Agent in escrow as a general and continuing security for the fulfillment by the Pledgor of all of its obligations, present and future, direct or indirect, matured or not, to the Secured Parties arising pursuant to the Security Instruments or arising hereunder.

3. DOCUMENTS

- (a) Concurrently with the execution of this Pledge Agreement and delivery of same to the Secured Parties:
 - (i) the Pledgor shall deliver to the Escrow Agent the following:
 - (A) the certificates representing the Pledged Shares;
 - (B) executed irrevocable powers of attorney effective to appoint each Secured Party as its attorney for the purpose of the transfer of the Pledged Shares; and
 - (ii) the Company shall deliver to the Escrow Agent signed resolution of the directors of the Company approving and consenting to the transfer of the Pledged Shares pursuant to an exercise of the rights and remedies under this Pledge Agreement by the Secured Parties.

(all of the foregoing certificates, instruments and documents are hereinafter called the "**Documents**").

- (b) Subject to Sections 5 and 6 hereof, the Escrow Agent shall hold the Documents in escrow and undelivered until whichever of the following events shall first occur:
 - (i) the Escrow Agent shall deliver the Documents to the Pledgor 10 days after the Pledgor has given written notice to the Escrow Agent that the Post-Closing Cash Payment required pursuant to Section 2.3(a)(ii) of the Purchase Agreement has been made, unless then prohibited by an order of a court of competent jurisdiction;
 - (ii) the Escrow Agent shall deliver the Documents to the Secured Parties 10 days after the Secured Parties have given written notice to the Escrow Agent that the Pledgor is in default hereunder or under the Security Instruments, unless then prohibited by an order of a court of competent jurisdiction; and
 - (iii) both the Secured Parties and the Pledgor direct the Escrow Agent to deliver the Documents or such portion thereof, unless then prohibited by an order of a court of competent jurisdiction, or as directed by order of a court of competent jurisdiction.

- (c) Upon receipt of a notice (the “**Notice**”) from the Pledgor under Section 3(b)(i) hereof or from the Secured Parties, under Section 3(b)(ii) hereof, the Escrow Agent shall forthwith notify in writing the other party not delivering the Notice of the receipt of the same and will send a copy of the Notice to such party. The Pledgor and the Secured Parties jointly and severally agree to indemnify and hold the Escrow Agent and its partners, employees and agents, harmless against any and all loss of, damage to, or destruction of, the Documents or any of them while the Escrow Agent holds the Documents in escrow except as a result of the gross negligence or wilful misconduct of the Escrow Agent. This indemnity shall survive the termination of this Pledge Agreement indefinitely.
- (d) If the Documents are delivered to the Secured Parties pursuant to Section 3(b)(ii) hereof, the Secured Parties may dispose of or deal with the Documents in accordance with the terms and conditions set out herein. The Secured Parties shall give the Pledgor, at least 21 days’ written notice of any proposed sale by the Secured Parties of the Pledged Shares. Further, in such event, any income or proceeds derived by the Secured Parties from the Pledged Shares, whether from the sale or other disposition of the Pledged Shares or from the operation of the business of the Pledgor or otherwise, shall be applied as provided in Section 6 hereof.
- (e) The Escrow Agent shall not have any duties or responsibilities except those expressly set forth in this Pledge Agreement and shall not incur any liability in acting on any signature, certificate, notice, request, waiver, consent, receipt or other paper or documents believed by the Escrow Agent to be genuine; and the Escrow Agent may assume that any person purporting to give it notice on behalf of any party in accordance with the provisions of this Pledge Agreement has been duly authorized to do so.
- (f) In the event of any dispute or threatened dispute between the Pledgor and the Secured Parties in connection with this Pledge Agreement, the Escrow Agent shall, if prohibited from carrying out the terms hereof by any law or order of any competent regulatory authority, take such other action or refrain from acting in accordance with and in full reliance on the advice of legal counsel (including but not limited to any lawyer of the Escrow Agent’s firm) and shall be fully protected in so acting or refraining from acting on the advice of such counsel. The Pledgor hereby agrees to pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel.

4. SECURED PARTIES AS ATTORNEY

- (a) Each Secured Party is hereby irrevocably appointed the attorney of the Pledgor and the Company and each of them for the purpose of the transfer of the Pledged Shares and are authorized to complete the date on all or any of the Documents as any date following any default by the Pledgor in payment of the Post-Closing Cash Payment as required pursuant to Section 2.3(a)(ii) of the Purchase

Agreement and, following any such default, to complete the name of the transferee as the Secured Parties or any nominee of the Secured Parties.

- (b) Notwithstanding the foregoing, no such transfer shall be completed or be effective until written notice of default of the Pledgor in respect of which such transfer is to be completed has been given to the Pledgor and such default has not been cured within 10 days following such notice, and the Documents have been released from escrow to the Secured Parties pursuant to Section 3(b)(ii) hereof.

5. REDELIVERY OF DOCUMENTS

If the Pledgor does not default in payment of the Post-Closing Cash Payment, and if the Pledgor does not default in its obligations and covenants with the Secured Parties, then upon receipt of payment of the Post-Closing Cash Payment in full together with interest thereon as required pursuant to Section 2.3(a)(ii) of the Purchase Agreement and all other amounts owing by the Pledgor to the Secured Parties, the Secured Parties and the Pledgor shall direct the Escrow Agent to deliver the Documents to the Pledgor and this Pledge Agreement shall terminate automatically. Nothing in this Section 5 shall limit or affect in any way the obligations of the Escrow Agent under Section 3(b)(i).

6. SHARE TRANSFER

- (a) In the event the Pledgor shall default as aforesaid, or the Pledgor shall default under any of its covenants and agreements hereunder, and such default shall continue for a period exceeding 10 days following written notice thereof by the Secured Parties to the Pledgor, then the Pledgor shall be deemed to have released and discharged any and all interest in the Pledged Shares and to have transferred same to the Secured Parties or its nominee for good, valuable and sufficient consideration, and the Secured Parties shall be at liberty to use the Documents in such manner as the Secured Parties may consider appropriate. In particular, but without restricting the generality of the foregoing, the Secured Parties may cause the Pledged Shares to be transferred, free and clear of any claim by the Pledgor, or any other person, to the Secured Parties or to any nominee of the Secured Parties and to be so registered on the books and records of the Company, or, subject to Section 3(b) hereof, the Secured Parties may sell all or a portion of the Pledged Shares at a public or private sale, either of which has been advertised, or otherwise take any and all steps which the Secured Parties may consider advisable for such price or other consideration and upon such terms and conditions as determined in the sole discretion of the Secured Parties, all without advertisement or advertisement or the consent of the Pledgor or the Company provided that the Secured Parties give written notice to the Pledgor of such advertisement, and any offer to purchase or agreement to sell the Pledged Shares, forthwith upon the same having been made. In such event, the Pledgor shall have no right, title or interest in or claim to the Pledged Shares or any of them.
- (b) The Secured Parties shall not in any circumstances be bound to realize upon or deal with the Pledged Shares and shall not be responsible for any loss resulting

from a sale, refusal to sell or retention of the Pledged Shares, provided that the Secured Parties act in a commercially prudent and reasonable manner.

- (c) Upon receipt of the sale price for the Pledged Shares, the Secured Parties shall apply the same firstly in payment of any costs and expenses reasonably incurred by the Secured Parties (including but not limited to legal fees and disbursements) as a result of such default of the Pledgor, secondly in payment of the Post-Closing Cash Payment owing pursuant to Section 2.3(a)(ii) of the Purchase Agreement, and the balance if any, shall be paid to the Pledgor.

7. COVENANTS

The Pledgor and the Company covenant and agree and represent to the Secured Parties as follows:

- (a) the Pledged Shares are validly issued, fully paid and non-assessable; the Pledgor is the legal and beneficial owner of the Pledged Shares; there are no agreements, options, rights of redemption or retraction or other contracts concerning the Pledged Shares; the Pledgor has not pledged, mortgaged, charged, transferred, assigned, hypothecated or encumbered the Pledged Shares or any of them (other than pursuant to this Pledge Agreement). The Pledgor has the full corporate power and authority to pledge the Pledged Shares in accordance with the terms and conditions of this Pledge Agreement;
- (b) if and so long as the Post-Closing Cash Payment shall be outstanding, the Pledgor shall not, nor agree to, sell, transfer, pledge, charge, hypothecate, mortgage or encumber the Pledged Shares (other than pursuant to this Pledge Agreement); and
- (c) the Pledgor and the Company shall execute and deliver to the Secured Parties all transfers and documents as may reasonably be required, in accordance with the terms of this Pledge Agreement, to transfer the Pledged Shares to the Secured Parties or its nominees and to register such person as a shareholder on the books and records of the Company, and the Company shall so register such person if requested to do so by the Secured Party.

8. SHARES INCOME

Subject to the other provisions of this Pledge Agreement, following any material default under the terms of the Note and the Secured Parties demanding full payment of the Post-Closing Cash Payment, all income from the Pledged Shares shall be held by the Secured Parties and applied against the Post-Closing Cash Payment as the Secured Parties may consider appropriate during the currency of this Pledge Agreement. Any and all such income received by the Pledgor shall forthwith be paid by the Pledgor to the Secured Parties.

9. EXTENSIONS

The Secured Parties may compromise, grant extensions, and otherwise deal with the Pledgor or others as it may see fit from time to time without prejudice to any of its rights hereunder or under

the Security Instruments or under any guarantee or other document executed by the parties hereto. The Secured Parties need not give notice in connection with, collect, enforce or realize or see to the collection of interest or dividends on, or exercise any option or right in connection with the Pledged Shares, and are hereby released from all responsibility for any depreciation in or loss of value of the Pledged Shares or any of them.

10. NO MERGER

This Pledge Agreement and the security hereunder are in addition to, and not in substitution for, the Note and any other security held by the Secured Parties for the Post-Closing Cash Payment and shall not operate as a merger of any other debt or agreement nor suspend or prejudice the fulfillment of, or affect the rights, remedies and powers of the Secured Parties in respect of, the obligations of any party hereto or any other person to the Secured Parties or any other securities held by the Secured Parties for the fulfillment thereof. The Secured Parties may exercise its rights and remedies under this Pledge Agreement concurrently with or separately from any other rights and remedies of the Secured Parties.

11. POSTPONEMENT

After default shall have occurred by the Pledgor under the Note or the Purchase Agreement, all debts and liabilities of the Company to the Pledgor, if any, present and future, are hereby postponed to the debts and liabilities of the Company to the Secured Parties.

12. SECURED PARTIES NOT LIABLE

The Secured Parties shall not be liable or responsible to the Pledgor or the Company for any act or thing performed pursuant to the powers and authority set out herein, nor for the failure of the Secured Parties to perform any such act or thing. The parties hereto and each of them hereby irrevocably waive any and all demands, actions, suites, claims and proceedings against the Secured Parties arising from or in connection with the exercise, or failure to exercise, by the Secured Parties of any of their powers or authority herein, including, but not limited to any sale or transfer, or any improvident sale or transfer, or any failure to sell or transfer the Pledged Shares or any of them.

13. VOTING AND INCOME RIGHTS

Unless and until the Pledgor shall default pursuant to any term, condition, provision or covenants in this Pledge Agreement, or pursuant to any of the Security Instruments and such default shall continue for a period exceeding 10 days after written notice of such default has been given by the Secured Parties to the Pledgor, the Pledgor shall have the power to exercise all voting powers in connection with the Pledged Shares and to receive all income, including dividends, from the Pledged Shares. Forthwith upon any such default all voting powers of the Pledgor in connection with the Pledged Shares shall cease and be suspended without the requirement of any demand upon or notice to the Pledgor. While and during the duration of this Pledge Agreement the Pledgor shall not vote or otherwise act to transfer or approve any transfer of any of the Pledged Shares, nor to issue other or further shares of the Company nor otherwise in contravention of this Pledge Agreement or the intent of this Pledge Agreement.

14. TIME TO CURE

The Secured Parties shall not exercise any of its rights and powers hereunder upon a default of the Pledgor under the Security Instruments or under the terms and provisions of this Pledge Agreement until the Secured Parties have given to Pledgor written notice of such default and such default has not been cured within 10 days following such written notice from the Secured Parties to the Pledgor.

15. DUTIES AND LIMITATION OF LIABILITY OF ESCROW AGENT

- (a) The Escrow Agent is not a party to, or is not bound by, any provisions which may be evidenced by, or arise out of, any agreement other than as set forth under the express provisions of this Pledge Agreement. The Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form or execution of such instrument, or for the identity or authority or right of any person or party executing it. The Escrow Agent shall not be liable for any error of judgment, or for any act done or omitted by it in good faith, or for any mistake of fact of law, or for anything which it may do or omit from doing in connection herewith, except its own fraud.
- (b) Except as provided for in Section 3(b) hereof, the Escrow Agent shall not be required to take notice of any default by any other party hereto or to take any action whatsoever with respect to such default. The Escrow Agent shall be protected in acting upon any notice apparently signed by the proper person or party.
- (c) The Escrow Agent may seek the advice of legal counsel in the event of any question or dispute as to the construction or interpretation of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and advice of such legal counsel. The Escrow Agent shall not be answerable for the default or misconduct of any agent or legal counsel employed or appointed, at its discretion, by it if such agent or legal counsel shall have been selected with reasonable care.
- (d) In the event of any disagreement between or among any of the parties to this Pledge Agreement, or between or among any of them and any other person, resulting in demands or adverse claims being made in connection with the Documents, the party(s) making such claims shall submit a copy of this Pledge Agreement to the Escrow Agent together with notice of such demand or claim and the Escrow Agent shall be entitled, at its discretion, to refuse to comply with any demands or claims on it, as long as such disagreement shall continue, and in so refusing the Escrow Agent may make no delivery or other disposition of the Documents and in so doing the Escrow Agent shall not be or become liable in any way or to any person or party for its failure or refusal to comply with such conflicting demands or adverse claims, and it shall be entitled to continue so to refrain from acting and so to refuse to act until the right of such person or party

shall have been fully adjudicated in a court assuming and having jurisdiction on the Documents, or all differences shall have been adjusted by agreement and the Escrow Agent shall have received Notice thereof signed by all persons and parties interested.

- (e) Without limiting any protection or indemnity of the Escrow Agent under any other provision hereof, or otherwise at law, the parties to this Pledge Agreement (other than the Escrow Agent) hereby agree to jointly and severally indemnify and hold harmless the Escrow Agent from and against any and all liabilities, losses, damages, penalties claims, actions, suits, costs, expenses and disbursements, including reasonable legal or advisor fees and disbursements, of whatever kind and nature which may at any time be imposed on, incurred by or asserted against the Escrow Agent in connection with the performance of its duties and obligations hereunder, other than such liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements arising by reason of the fraud of the Escrow Agent. This provision shall survive the resignation or removal of the Escrow Agent, or the termination of this Pledge Agreement. The Escrow Agent shall not be under any obligation to prosecute or to defend any action or suit in respect of the relationship which, in the opinion of its counsel, may involve it in expense or liability, unless the parties hereto shall, so often as required, furnish the Escrow Agent with satisfactory indemnity and funding against such expense or liability.
- (f) Any written instrument creating an obligation of the Escrow Agent will be conclusively deemed to have been executed only in its capacity as Escrow Agent. Any written instrument creating an obligation of the Escrow Agent will contain a provision to the effect that the obligations thereunder are not binding upon the Escrow Agent except in its capacity as Escrow Agent, nor will resort be had to the property of the Escrow Agent other than property held by it in its capacity as Escrow Agent under this Pledge Agreement, but the omission of any such provision will not operate to impose liability on the Escrow Agent except as aforesaid.
- (g) The parties hereto (other than the Escrow Agent) do hereby respectively release, acquit and forever discharge the Escrow Agent, the partners in Carscallen LLP from time to time and each of their respective heirs, executors, administrators, successors and assigns, directors and officers, from and against any and all present or future claims, demands, accountings and proceedings whatsoever in any manner relating to this Pledge Agreement for any action taken by the Escrow Agent as Escrow Agent under the terms of this Pledge Agreement provided that the claims, demands, accountings and proceedings did not arise due to the fraud of the Escrow Agent.

16. REPLACEMENT OF ESCROW AGENT

- (a) The Escrow Agent may resign and be discharged from all further duties and liabilities hereunder by giving each of the other parties hereunder sixty (60) days'

notice in writing. In the event of the Escrow Agent's resignation, a replacement Escrow Agent shall be appointed by the other parties hereunder, jointly. If the Escrow Agent has not received notice from the other parties hereto of the replacement Escrow Agent within 15 days after delivery of notice of its resignation the Escrow Agent may in its sole discretion appoint any corporate trustee or lawyer licensed to do business in Alberta as the new Escrow Agent. The parties hereto may at any time appoint a replacement Escrow Agent with the consent of all the parties hereto other than the Escrow Agent, which consent shall not be unreasonably withheld. Any replacement Escrow Agent appointed in accordance with the provisions of Section 16 hereof shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed, and the expression "Escrow Agent" herein shall include such replacement Escrow Agent. The costs of any replacement Escrow Agent shall be paid by the Pledgor.

- (b) In the event that the Escrow Agent provides notice of its intention to resign as Escrow Agent in accordance with Section 16(a) hereof, and a replacement Escrow Agent is not agreed upon by the other parties hereto or they have been unable to employ the services of a replacement Escrow Agent then the Documents (including the Pledged Shares) will be placed with the courts located in the City of Calgary in the Province of Alberta, with all costs associated therewith to be paid by the Pledgor.
- (c) In the event of the resignation or replacement of the Escrow Agent in accordance with Section 16 hereof, the Escrow Agent shall, on the effective date of the resignation or replacement, deliver the Documents, to the successor Escrow Agent, in trust.

17. TIME

Time shall be of the essence hereof.

18. HEADINGS

The headings of this Pledge Agreement are inserted for convenience only and do not form part of this Pledge Agreement, nor shall the headings be used or applied to construe or interpret any term, covenant or provision of this Pledge Agreement.

19. ENUREMENT

This Pledge Agreement shall be binding upon the parties hereto and their successors and assigns and shall enure to the benefit of the Secured Parties and their successors and assigns.

20. CONTRACTUAL

The terms and conditions hereof are contractual in nature and binding upon the parties hereto.

21. LEGAL ADVICE

- (a) The parties confirm that Carscallen LLP acts for the Secured Parties, and the Pledgor and the Company acknowledge that they have been advised to seek independent legal advice with regard to this Pledge Agreement and have been afforded to the opportunity to obtain such advice.
- (b) This Pledge Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of Alberta without regard to its conflicts of laws rules. Any legal action or proceeding with respect to this Pledge Agreement may be brought in the courts of Alberta or in such other courts as the Secured Parties in their sole discretion elect and the Pledgor and the Company each irrevocably submits to such jurisdiction.

22. COSTS

All reasonable costs, charges and expenses (including but not limited to solicitor's or counsel's fees and disbursements) incurred by the Secured Parties in connection with the payment of the Note, this Pledge Agreement and any exercise of the Secured Party's remedies in connection with the Note, including its remedies hereunder and under the Security Instruments shall be forthwith paid by the Pledgor to the Secured Parties, and if not so paid shall be added to the amount of the Note and interest calculated at the rate and in the manner as agreed between the Pledgor and the Secured Parties shall be charged thereon.

23. NOTICE

Any notice or demand hereunder shall be sufficiently made if personally delivered to the addressee at its address as shown herein, or at such other address as any party shall notify the other parties in writing. Nothing herein shall require the delivery of any notice or demand hereunder.

24. COPY OF PLEDGE AGREEMENT AND FINANCING STATEMENT

The Pledgor and the Company each hereby:

- (a) acknowledges receiving a copy of this Pledge Agreement; and
- (b) waives all rights to receive from the Secured Parties a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Pledge Agreement.

25. EXECUTION IN COUNTERPART

This Pledge Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Pledge Agreement, a party may send a copy of its original signature on the execution page hereof to the other parties

by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Pledge Agreement to the receiving party.

[Remainder of the page intentionally left blank, signature pages to follow]

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

SUNNIVA HOLDINGS CORP.

Per: _____
Authorised Signatory

NATURAL HEALTH SERVICES LTD.

Per: _____
Daniel Vass, Director

CARSCALLEN LLP

Per: _____
Authorised Signatory

Witness

DANIEL VASS

Witness

STEPHANIE MASON

Witness

STEVEN OLYARNYK

Witness

HUBERT VAN GELDEREN

Witness

MATTHEW KOEPP

Witness

JAMES FREE

Witness

MICHAEL WEIGEL

Witness

DUSTIN MYLES HOLLMAN

Witness

JAMIE KEMBEL

Witness

CRYSTAL DAWN ENGEL

Witness

BARBARA ANNE ENGEL

Witness

JOEL RYAN TAYLOR

Witness

TAMARA CASSANDRA TAYLOR

Witness

PERCY JAMES FADER

Witness

CHERYL DOERING

Witness

JODIE COSSETTE

Witness

MARIE PTYLARZ

Witness

CHRISTOPHER FOORD

Witness

AMY LAFLECHE

Witness

LYNNE LAFLECHE

Witness

AMY HAYES

Witness

BASIL JAMES KELLY

Witness

HART STEINFELD

Witness

ZOE CALLAGHAN

Witness

ASHLEIGH FRANCES SPELAY

Witness

BRAD LESLIE HARDY

VLP HOLDINGS LTD.

Per: _____
Authorized Signatory

ROBERT FERRARI PROFESSIONAL CORPORATION

Per: _____
Authorized Signatory

Witness

JOHN BRANDENBURG

SCHEDULE C

Form of Non-Competition Agreement

See attached.

FORM OF NON-COMPETITION AGREEMENT

This Non-Competition (this “**Agreement**”) is being executed and delivered as of February ____, 2017, by _____ (the “**Shareholder**”) in favor and for the benefit of Sunniva Holdings Corp., a Canadian corporation (“**Sunniva**”).

All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement (as defined below).

RECITALS

A. Sunniva, Natural Health Services Ltd. (the “**Company**”), and the shareholders of the Company (the “**Company Shareholders**”) are entering into a Share Purchase Agreement dated as of February ____, 2017 (the “**Purchase Agreement**”), pursuant to which the Company Shareholders will sell to Sunniva all of the issued and outstanding shares of the Company owned by them on the terms set forth in the Purchase Agreement (the “**Transaction**”).

B. The Shareholder is a shareholder of, and a key employee of, the Company and has detailed knowledge of the Business (as defined below), including confidential and proprietary information of the Business;

C. The Shareholder has a material economic interest in the consummation of the Transaction;

D. Sunniva places a high degree of trust and confidence in the Shareholder and the continuing role that the Shareholder will perform in maintaining the value and ensuring the growth of the Business; and

E. As a condition and inducement to Sunniva to close the Transaction, the Purchase Agreement contemplates, among other things, that the Shareholder shall enter into this Agreement and that this Agreement shall become effective at the closing of the Transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made herein, Sunniva and Shareholder hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the parties agree to the following definitions of the following terms used in this Agreement:

“**Act of Bankruptcy**” shall mean a voluntary filing by Sunniva of a petition in bankruptcy under Applicable Law, seeking relief or reorganization or an involuntary filing with respect to Sunniva of any such petition that shall not have been stayed, reversed or withdrawn within a period of Twenty (20) calendar days from the filing of such petition.

“**Applicable Law**” means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives and orders of and the terms of all judgments, orders and decrees issued by any Governmental Body by which such Person is bound or having application to the transaction or event in question.

“**Business**” shall mean the business of the Company as currently conducted and as contemplated to be conducted as of the date hereof.

“**Customer**” shall mean any customer of the Company (including its affiliates and subsidiaries) who is a customer of the Company at the Shareholder’s Effective Date of Termination (as defined below) or within the one (1) year period immediately preceding such date or, if the service provider or employee-employer relationship shall not have terminated, at the time of the alleged prohibited conduct (the “**Determination Date**”), provided that the Shareholder performed services or had contact with such customer at any time with regard to the Business.

“**Effective Date of Termination**” means the actual effective date of termination, for any reason, of the Shareholder’s relationship as a service provider to the Company (including its affiliates and subsidiaries), whether as an independent contractor, an employee or otherwise without taking into account any notice or similar periods that are, or would be, required under the terms of Applicable Law or any applicable agreements.

“**Governmental Body**” means any: (a) federal, provincial, state, municipal, local or other governmental body (whether administrative, legislative, executive or otherwise, both domestic and foreign); (b) governmental or quasi-governmental authority of any nature, including any governmental ministry, agency, branch, department, commission, board, tribunal, bureau, instrumentality (whether domestic or foreign); and (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature of or pertaining to government.

“**Insolvency Event**” has the meaning set forth in Section 4 hereof.

“**Person**” or “**Persons**” means an individual, a corporation, a limited liability company, an unlimited liability company, a partnership, an association, a trust or other entity or organization, including any Governmental Body.

“**Restricted Territory**” shall mean anywhere in Canada or the United States of America.

“**Restricted Period**” shall mean the period of time beginning on the Closing Date and ending on the three (3) year anniversary of the Closing Date.

“**Restrictive Covenants**” means the covenants of the Shareholder given to the Company in Sections 2 and 3.

2. **Non-Competition.** In order that the Company (including its affiliates and subsidiaries) may have and enjoy the full benefit of the Business after completion of the Transaction, during the Restricted Period and anywhere in the Restricted Territory, the Shareholder agrees that, without the prior written consent of Sunniva, he or she shall not:

(a) directly or through any agent, acquire or hold any interest in, or participate in or facilitate the financing, operation, management or control of any Person or business that offers to its customers any product, technology or service which competes with the Business, except for the Company (including its affiliates and subsidiaries);

(b) directly or through any agent, be or become an officer, director, shareholder, owner, co-owner, partner, trustee, consultant or advisor to any Person or business which offers to its customers any product, technology or service which competes with the Business, except for the Company (including its affiliates and subsidiaries);

(c) become employed by, or contract to provide services to, any Person or business, where his or her responsibilities involve or in any way relate to the sales or support of any service, product or technology which competes with the Business, except for the Company (including its affiliates and subsidiaries);

(d) except in connection with the performance of his or her duties as a service provider or employee to the Company (including its affiliates and subsidiaries), approach, contact or solicit its Customers on behalf of any Person or business with respect to any product, technology or service which competes or may compete with the Business; or

(e) permit the Shareholder's name or likeness to be used by any Person or business which offers to its customers any product, technology or service which competes with the Business.

Provided, however, that nothing in this Section 2 of this Agreement shall prevent the Shareholder from owning as a passive investment less than five percent (5%) of the outstanding shares of the capital stock of a publicly-held corporation if (i) such shares are actively traded on a public market or stock exchange, and (ii) the Shareholder is not otherwise associated directly or indirectly with such corporation or any affiliate of such corporation. The Shareholder may become employed by, or otherwise render services to, or own an interest in a business other than the Company that is not addressed by the passive investment exception set forth above, provided that the Shareholder obtains written consent to such activity in advance from Sunniva, that all agreements (including but not limited to this Agreement), policies and procedures of Sunniva with regard to such activity are adhered to in full, and that the Shareholder's participation in such activity does not interfere with the Shareholder's performance of services for the Company.

3. ***Non-Solicitation.*** Except in connection with the performance of his or her duties as a service provider to the Company (including its affiliates and subsidiaries), Shareholder further agrees that during the Restricted Period, without the prior written consent of Sunniva, he or she shall not knowingly:

(a) personally or through others, directly or indirectly, encourage, induce, attempt to induce, solicit or attempt to solicit (on the Shareholder's own behalf or on behalf of any other Person), or take any other action which is intended to induce or encourage, or has the effect of inducing or encouraging, any employee, consultant or independent contractor of the Company (including its affiliates and subsidiaries) to discontinue his or her employment or consulting arrangement with the Company or any of its successors or assigns (as applicable), whether such person is a full-time, part-time or temporary employee or contractor and whether or not such employment or consulting arrangement is pursuant to a written agreement, for an indeterminate period, or for a predetermined period; or

(b) personally or through others, directly or indirectly, contact, approach, solicit or attempt to take away any Customers, or request or advise any Customers to discontinue, withdraw or cancel any of their business with the Company (including its affiliates and subsidiaries).

Provided, however, that notwithstanding the foregoing, for purposes of this Agreement, the placement of general advertisements which may be targeted to a particular geographic or technical area but which are not targeted directly or indirectly towards Company employees or Customers shall not be deemed to be a solicitation under this Agreement.

4. ***Insolvency Event.*** Notwithstanding anything else contained herein, including without limitation, Sections 2 and 3, in the event that there is (each an "**Insolvency Event**") an Act of Bankruptcy with respect to Sunniva or the Company or if Sunniva or the Company (i) becomes an insolvent Person within the meaning of the *Bankruptcy and Insolvency Act* (Canada), (ii) makes an assignment in favour of their creditors or a proposal in

bankruptcy to their creditors or any class thereof, (iii) has initiated proceedings with respect to a compromise or arrangement with their creditors, or (iv) any act or proceeding is taken by or against them in connection with their dissolution, liquidation or winding-up, unless, in the context of such an Insolvency Event, within three (3) months from the occurrence of same, a bona fide definitive agreement for the sale of the Business, providing for the continuation of the Business, is entered into with an arm's length Person, then the Restrictive Covenants shall immediately cease upon the expiration of three (3) months from the occurrence of such an Insolvency Event and, thereafter, be of no further force and effect or binding on the Shareholder.

5. ***Severability of Covenants.*** The covenants contained in Sections 2 and 3 herein shall be construed as a series of separate covenants, one for each country, province and state in the Restricted Territory. If, in any judicial proceeding, a court determines that any of such separate covenants (or any part thereof) is unenforceable because it is deemed to exceed the time, geographic or scope limitations permitted by Applicable Law, then such unenforceable covenant (or such part) shall be eliminated from this Agreement and the remaining separate covenants (or portions thereof) shall remain in full force and effect.

6. ***Independence of Obligations.*** The covenants and obligations of the Shareholder set forth in this Agreement shall be construed as independent of any other agreement or arrangement between the Shareholder, on the one hand, and Sunniva on the other. The Shareholder nevertheless understands and agrees to his or her obligations and the restraints they may impose and in particular:

(a) ***Shareholder Acknowledgement of Receipt of Value.*** The Shareholder acknowledges that (i) he or she is an officer, director, shareholder and/or a key employee of the Company or one of its affiliates, and a significant holder of the Company's outstanding securities, (ii) the Shareholder's agreements as set forth herein are necessary to preserve the value of Business for Sunniva following the Transaction, (iii) as consideration for his or her covenants set forth herein, Sunniva is completing the transactions contemplated by the Purchase Agreement and would not have done so but for the agreement of the Shareholder to enter into this Agreement and (iv) the consideration provided for in the Purchase Agreement is sufficient and adequate to compensate the Shareholder for agreeing to the restrictions contained in this Agreement and that such restrictions will not cause the Shareholder undue hardship.

(b) ***Shareholder Acknowledgement of Restraints.*** The Shareholder also acknowledges that the limitations of time, geography and scope of activity agreed to in this Agreement are reasonable because, among other things: (i) the Company (including its affiliates and subsidiaries) is engaged in a highly competitive industry, (ii) the Shareholder has unique access to, and will continue to have access to, the trade secrets and know-how of the Company, including, without limitation, the plans and strategy (and, in particular, the competitive strategy) of the Company, (iii) the Shareholder is entering into a service provider or employee-employer relationship with Sunniva (including its affiliates and subsidiaries) on favorable terms in connection with the Transaction, and (iv) this Agreement provides no more protection than is necessary to protect Sunniva's interests in its own trade secrets and confidential information and that of the Company.

(c) ***Shareholder Acknowledgement of Duration.*** The Shareholder acknowledges, understands and agrees that the consideration received as a result of the Transaction is paid in consideration, in part, for the non-compete obligations hereunder and that in light of the nature of this transaction, the interest that such Shareholder has in the success of Sunniva and the critical significance of the non-compete covenant to the Business and to Sunniva's willingness to enter into the Purchase Agreement and pay the aggregate consideration thereunder, the non-compete covenant is reasonable and fair in the circumstances, and he or she is voluntarily accepting restrictions which may extend beyond the period of his or her providing services to the Company (including its affiliates and subsidiaries). The Shareholder's obligations under Section 2 and Section 3 of this Agreement shall remain in effect for the Restricted Period regardless of whether the Shareholder's service

provider or employee-employer relationship with the Company (including its affiliates and subsidiaries) is terminated voluntarily, involuntarily or for any or no reason.

7. **Enforcement.** The Shareholder understands, acknowledges and agrees that:

(a) The Shareholder has gained a special and unique expertise in the Business that is of unique and peculiar value and that the provisions of this Agreement are required for the fair and reasonable protection of Sunniva's proprietary interest in the Company, and are intended to prohibit the Shareholder and any third parties from benefiting from the Shareholder's historical relationship with the Company and with the Business at the expense and economic detriment of Sunniva or its successors or assigns (as applicable).

(b) Sunniva and its successors or assigns (as applicable) will suffer irreparable injury that cannot adequately be compensated for by monetary damages alone in the event of the Shareholder's breach or violation of any covenant or undertaking contained in this Agreement. The Shareholder, therefore, agrees that Sunniva or its successors or assigns (as applicable) in addition to such damages and other remedies and without limiting any other remedy or right that they may have, shall have the immediate right to obtain an interim, interlocutory and final or permanent injunction against the Shareholder issued by a court of competent jurisdiction enjoining any such alleged breach or violation without posting any bond or other security that might otherwise be required, and the Shareholder agrees that he or she shall not plead adequacy of any relief at law available to Sunniva or its successors or assigns (as applicable) (including monetary damages) as a defense to any petition, originating process claim or motion for preliminary, interim, interlocutory and final or permanent injunctive relief to enforce any provision of this Agreement.

(c) The rights and remedies of Sunniva hereunder are not exclusive of or limited by any other rights or remedies that Sunniva may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). This Agreement does not limit the Shareholder's obligations or the rights of the Company (including its affiliates and subsidiaries) under the terms of any other agreement between the Shareholder and the Company (including its affiliates and subsidiaries).

(d) If Sunniva or its successors or assigns (as applicable) successfully, in whole or part, asserts an action at law or in equity to enforce any of the terms of this Agreement, then the prevailing party to such action, shall be entitled to recover from the non-prevailing party all reasonable legal fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

8. **General Provisions.**

(a) **Service Provider Status.** The Shareholder acknowledges and agrees that this Agreement does not address and does not alter Shareholder's status as a service provider or employee with the Company (including its affiliates and subsidiaries) as it may be set forth in other agreements or arrangements.

(b) **Counterparts; Electronic or Facsimile.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

(c) **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings both written and oral, among the parties with respect to the subject matter hereof.

(d) **No Third Party Beneficiaries.** This Agreement is not intended to, and shall not, confer upon any other person any rights or remedies hereunder.

(e) **Assignment.** This Agreement shall not be assigned by either party hereto without the prior written consent of the other party hereto, except that: (i) Sunniva may assign its rights and delegate its obligations hereunder to any of the Company's affiliates or subsidiaries provided that Sunniva remains ultimately liable for all of Sunniva's obligations hereunder; and (ii) in the event that Sunniva and the Company are amalgamated under Applicable Law, all of Sunniva's rights and obligations hereunder shall pass by operation of law to the resulting amalgamated company and such amalgamated company shall be subject to all of Sunniva's obligations, and entitled to the full benefit of Sunniva's rights, hereunder as if it had been an original party hereto.

(f) **Severability.** In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(h) **Consent to Jurisdiction.** Each of the parties hereto irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts in the Province of Alberta, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the Province of Alberta for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings related hereto except in such courts.

(i) *Transaction.* In the event the Transaction is not consummated and the Purchase Agreement is terminated in accordance with its terms, this Agreement shall be null and void.

I CERTIFY THAT I HAVE READ THE ENTIRE CONTENTS OF THIS AGREEMENT BEFORE SUBSCRIBING MY NAME HERETO; THAT I FULLY UNDERSTAND ALL THE TERMS, CONDITIONS AND PROVISIONS SET FORTH IN THIS AGREEMENT, THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT AND THAT I HAVE HAD AN OPPORTUNITY AT MY OPTION TO HAVE THIS AGREEMENT REVIEWED BY MY OWN LEGAL COUNSEL AND HAVE EITHER TAKEN SUCH OPPORTUNITY PRIOR TO EXECUTING THIS AGREEMENT OR DETERMINED THAT SUCH A REVIEW WAS NOT NECESSARY.

IN WITNESS WHEREOF, the parties have caused this Non-Competition and Non-Solicitation Agreement to be duly executed on the date first above written.

SUNNIVA HOLDINGS CORP.

By: _____
Name:
Title:

SHAREHOLDER

By: _____
Name:

SCHEDULE D

Form of Release

See attached.

SHAREHOLDER RELEASE

TO: Sunniva Holdings Corp. (“Sunniva”)

AND TO: Natural Health Services Ltd. (“NHS”)

This Shareholder Release (the “**Release**”) is being executed and delivered in connection with a share purchase agreement (the “**Agreement**”) dated as of February 8, 2017 among Sunniva, NHS and each of the shareholders of NHS including the undersigned shareholder (the “**Shareholder**”). For greater certainty, all capitalized terms used herein and not otherwise defined have the meanings given thereto in the Agreement.

Under the terms of the Agreement each of the shareholders of NHS, including the Shareholder, have agreed to sell all of the issued and outstanding shares of NHS to Sunniva. The Shareholder acknowledges that Sunniva and NHS are relying on this Release in consummating the Agreement and the transactions contemplated therein.

The Shareholder, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, hereby releases and forever discharges NHS and its past, present and future directors, officers, employees and shareholders (individually, a “**Releasee**” and collectively, “**Releasees**”) from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity (collectively, “**Claims**”), which the Shareholder, in its capacity as a shareholder of NHS, now has, has ever had or may hereafter have against the respective Releasees arising contemporaneously with or prior to the effective date of the transfer of the outstanding shares of NHS to Sunniva (the “**Closing Date**”).

Notwithstanding the foregoing, this Release shall not release the Releasees from any matters arising under or in any way connected with the Agreement or such other documents as may be necessary or desirable to give effect to the transaction contemplated by the Agreement (including, but not limited to, the Notes and the Share Pledge Agreement), or to any other matters beyond those specifically referenced herein.

The Shareholder hereby irrevocably covenants to refrain from, directly or indirectly, asserting any Claims or demands, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any matter released hereby.

The Shareholder acknowledges that the facts in respect of which this Release is made may prove to be other than or different from the facts in that connection now known or believed by the Shareholder to be true. The Shareholder accepts and assumes the risk of the facts being different and agrees that this Release shall be in all respects enforceable and not subject to termination, rescission, or variation by discovery of any differences in facts.

This Release is binding upon the Shareholder’s heirs, executors, administrators, assigns, committees, trustees and enures to the benefit of Sunniva’s successors, directors, officers, employees, agents, assigns, liquidators, receivers, receiver managers, trustees, owners and shareholders.

If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Release will remain in full force and effect. Any provision of this Release held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Alberta law will apply to the interpretation and enforcement of this Release.

DATED this 8th day of February, 2017.

Name of Shareholder (Please print clearly)

Signature of Shareholder or Authorized Signatory

Title of Authorized Signatory (if applicable)

SCHEDULE 5.6

Residency

John Brandenburg is a resident of [REDACTED] {personal information}

SCHEDULE 6.1

Consents and Approvals

{REMOVED - Confidential information}

SCHEDULE 6.8

Equipment

{REMOVED - Confidential information}

SCHEDULE 6.9

Leased Real Property

{REMOVED - Confidential information}

SCHEDULE 6.14

Agreements and Commitments

{REMOVED - Confidential information}

SCHEDULE 6.16

Financial Statements

{REMOVED - Confidential information}

SCHEDULE 6.22

Non-Arm's Length Transactions

None.

SCHEDULE 6.24

Employee Plans

The Company has a private health services plan which includes a health spending account for its employees. Individual employees have a \$1,500 spending limit per annum. Employees with families have a \$2,000 spending limit per annum.

SCHEDULE 6.27

Bank Accounts

{REMOVED - Confidential information}

SCHEDULE 6.29

Finder's Fees

{REMOVED - Confidential information}

SCHEDULE 7.10

Outstanding Rights to Acquire Sunniva Shares

{REMOVED - Confidential information}