
MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

LTYR LOGISTICS, LLC,

THE MEMBERS OF LTYR LOGISTICS, LLC,

SUNNIVA INC.

and

CP LOGISTICS, LLC

December 21, 2018

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “Agreement”), dated as of December 21, 2018, is made by and among LTYR Logistics, LLC, a California limited liability company (the “Company”), Sunniva, Inc., a corporation organized under the laws of Canada (“Sunniva”), CP Logistics, LLC, a North Carolina limited liability company (the “Purchaser”), and Kevin Wilkerson, Jason Myers and Brad Neeld (collectively, the “Members” and each, individually, a “Member”). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article 8 below.

WHEREAS, the Members own, of record and beneficially, all of the issued and outstanding Percentage Interests of the Company, as defined in the Operating Agreement of the Company, dated September 13, 2018 (the “Operating Agreement”), which Percentage Interests are, as of the Closing Date, all of the issued and outstanding equity interests of the Company (the “Membership Interests”); and

WHEREAS, upon the terms and subject to the conditions of this Agreement, Purchaser desires to buy from the Members, and the Members desire to sell to Purchaser, the Membership Interests.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DESCRIPTION OF TRANSACTION

1.01 Purchase and Sale of Membership Interests. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing Date (as defined below), each Member shall, severally and not jointly, sell, convey, transfer, assign and deliver to Purchaser all of the Membership Interests held by such Member, free and clear of all Encumbrances, and Purchaser shall purchase such Membership Interests.

1.02 Consideration for Sale. Subject to Section 1.03 and Section 1.04, the aggregate purchase price for the Membership Interests (the “Purchase Price”) shall be (i) 1,436,949 shares of the voting common stock of Sunniva (the “Shares”), plus (ii) the Performance Warrants (as defined below), plus (iii) the Reimbursed Expenses (as defined below). At Closing, Sunniva shall issue to the Members the Shares, subject to the Share Lock-Up (as defined below), and the Performance Warrants. At the Closing, Sunniva shall reimburse the Members for certain cash deposits, as set forth on Exhibit A (the “Reimbursed Expenses”), and shall pay to the Members, via check or wire transfer of immediately available funds, the Reimbursed Expenses in the amounts set forth on Exhibit A. At the Closing, each Member shall receive their pro rata percentage of the Shares and the Performance Warrants as set forth on Exhibit A hereto.

1.03 Share Lock-Up. The Shares shall be subject to certain lock-up restrictions (the “Share Lock-Up”) and shall be deposited in escrow pursuant to the Escrow Agreement (as defined below), which Shares shall be released from escrow in accordance with the schedule set forth in this Section 1.03. Each of the Members hereby agrees that it will not, without the prior written consent of Sunniva, during the period commencing on the Closing Date and ending on the dates such shares are released from the Share Lock-Up set forth below, (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any of the Shares subject to the Share Lock-Up; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences

of ownership of the Shares subject to the Share Lock-Up. The Shares shall be released from the Share Lock-Up and distributed from escrow in accordance with the Escrow Agreement, as follows:

(a) Ten percent (10%) of the Shares shall be released on the six-month anniversary of the Closing Date;

(b) Twenty percent (20%) of the Shares shall be released on the twelve-month anniversary of the Closing Date;

(c) Thirty percent (30%) of the Shares shall be released on the fifteen-month anniversary of the Closing Date; and

(d) Forty percent (40%) of the Shares shall be released on the eighteen-month anniversary of the Closing Date.

For the avoidance of doubt, the Sellers shall be entitled to vote and to receive dividends on all of the Shares, including those subject to the Share Lock-Up. Any transfer or attempted transfer of any interests in and to the Shares in violation of the Share Lock-Up shall be null and void. In order to enforce the foregoing covenant, Sunniva may impose stop-transfer instructions with respect to the Shares until such time as the Shares are released from the Share Lock-Up. Following release from the Share Lock-Up, the Shares shall be distributed in accordance with the terms and procedures of the Escrow Agreement.

1.04 Performance Warrants.

(a) As additional consideration for the Membership Interests, Members shall have the opportunity to earn additional consideration in the form of Performance Warrants (the "Performance Warrants"), which, subject to the satisfaction of the Milestones (as defined below), shall be convertible, for no additional consideration, into an aggregate of 718,473 shares of the voting common stock of Sunniva (the "Performance Shares"). The Performance Warrants shall become convertible into Performance Shares upon the satisfaction of the operational milestones set forth in Section 1.04(b) below (the "Milestones"). Upon the satisfaction of the Milestones, Members shall provide written notice to Purchaser and Purchaser shall have thirty (30) days to confirm that such Milestones have been satisfied. In the event Purchaser determines, in its sole discretion, that such Milestones have not been satisfied, then Purchaser will provide Members with written response explaining which Milestones have not been satisfied. The Performance Warrants will be converted into Performance Shares within thirty (30) days of Purchaser's confirmation that such Milestones have been satisfied. For the avoidance of doubt, the Performance Warrants shall not have any voting rights or rights to receive dividends or distributions, but shall contain standard anti-dilution provisions.

(b) The Performance Warrants shall become convertible into Performance Shares upon the satisfaction of the following Milestones: (i) the receipt by the Purchaser of all required licenses and permits to allow for operations of a cannabis distribution business in the State of California, and (ii) (the receipt of a Certificate of Occupancy and issuance of a business license to operate a cannabis distribution business at the property located at 1335 West 16th Street, Long Beach, CA 90813 from the Business License Division of the City of Long Beach to the satisfaction of Purchaser.

(c) Subject to the terms of this Agreement, subsequent to the Closing, Purchaser shall have sole discretion with regard to all matters relating to the operation of the Company and shall be under no obligation to operate (or cause to operate) the Company to achieve the Milestones; provided, that Purchaser shall not, and will cause its Affiliates (including the Company) not to, take any action or omit to

take any action, for the sole or primary purpose of intentionally impeding or impairing the satisfaction of the Milestones.

1.05 Tax Treatment and Allocation.

(a) The parties acknowledge and agree that, for all U.S. federal income tax purposes and, as may be applicable, for state and local income and franchise tax purposes, the acquisition of the Membership Interests shall be treated as the sale of one-hundred percent (100%) of the Membership Interests in the case of the Members and as a purchase of all of the assets of the Company in the case of Purchaser in accordance with Revenue Ruling 99-6, 1999-1 C.B. 432 (Situation 2). Purchaser and the Members shall file all Tax Returns in a manner consistent with such treatment and will take no position inconsistent with such characterization for any income tax purposes. Purchaser and the Members acknowledge that as a result of consummating the transactions contemplated by this Agreement, the Company shall be constructively terminated for U.S. federal income tax purposes pursuant to Section 708(b)(1) of the Code as of the Closing Date and as a result thereof, the Company's calendar taxable year shall close on the Closing Date.

(b) The Purchase Price and all other amounts constituting consideration within the meaning of, and for the purposes of, Section 1060 of the Code and the Treasury Regulations issued thereunder shall be allocated among the assets of the Company in the manner required by Section 1060 of the Code and the Treasury Regulations thereunder. Within sixty (60) days after the Closing Date, Purchaser shall provide the Members with a proposed schedule (the "Allocation Schedule") allocating all such amounts as provided herein. The Allocation Schedule shall become final and binding on the parties thirty (30) days after Purchaser provides such schedule to the Members, unless the Members object in writing, specifying the basis for its objection and preparing an alternative allocation. If the Members object, the Members and Purchaser shall in good faith attempt to resolve the dispute within thirty (30) days of written notice to Purchaser of the Members' objection. Any such resolution shall be final and binding on the parties. Each of the parties agrees to (i) prepare and timely file all Tax Returns, including IRS Forms 8594 (and all supplements or amendments thereto), if applicable, in a manner consistent with the Allocation Schedule as finalized and (ii) act in accordance with the Allocation Schedule for all Tax purposes.

ARTICLE 2

CLOSING

2.01 Closing Deliveries of the Company. At or prior to Closing, the Company and the Members shall have delivered to Purchaser each of the following:

(a) a counterpart to this Agreement, duly executed by the Company and each of the Members;

(b) a certificate from the Secretary (or equivalent officer) of the Company certifying as to correct and complete copies of (i) the certificate of formation of the Company; (ii) the Operating Agreement, and (iii) resolutions duly adopted by the Company's managers and the Members authorizing the execution, delivery and performance of this Agreement, the Transaction Documents and the consummation of the transactions contemplated hereby and thereby (the "Company Secretary Certificate");

(c) a certificate of good standing issued by the Secretary of State of the State of California as to the current good standing of the Company in California;

(d) an assignment and assumption agreement, attached hereto as Exhibit B (the “Assignment Agreement”), duly executed by each Member and dated the Closing Date, transferring to Purchaser full record and beneficial ownership of such Member’s Membership Interests, free and clear of all Encumbrances;

(e) an escrow agreement, in the form in the form attached hereto as Exhibit C (the “Escrow Agreement”), duly executed by the Company and each of the Members;

(f) copies of the third-party consents, waivers, filings and notices required in connection with the consummation of the transactions hereunder as set forth in Schedule 2.01, each of which shall have been obtained or, in the case of filings or notices, filed or delivered, in each case on terms reasonably satisfactory to Purchaser;

(g) an acknowledgment and release agreement, duly executed by the Company and Sonoma Pacific Distribution, Inc., in a form reasonable satisfactory to Purchaser;

(h) a legal opinion from Company counsel, in a form reasonably acceptable to Purchaser, as to corporate existence, due authorization, capitalization and enforceability; and

(i) such other documents relating to the transactions contemplated by this Agreement as Purchaser may reasonably request.

2.02 Closing Deliveries of Purchaser. At or prior to Closing, Purchaser or Sunniva, as applicable, shall have delivered to the Members each of the following:

- (a) a counterpart to this Agreement, duly executed by Purchaser and Sunniva;
- (b) the Assignment Agreement, duly executed by Purchaser;
- (c) the Escrow Agreement, duly executed by Purchaser and Sunniva;
- (d) the Shares; and
- (e) the Performance Warrants.

2.03 Conditions to Closing. The obligation of Members to sell, transfer and assign the Membership Interests, and the obligations of Purchaser to purchase the Membership Interests, hereunder is subject to the satisfaction of the following conditions as of or prior to the Closing:

- (a) The satisfaction of the closing deliveries set forth in Sections 2.01 and 2.02;
- (b) the approval of this Agreement and the transactions contemplated hereby by the Board of Directors of Sunniva;
- (c) the approval of this Agreement and the transactions contemplated hereby by the shareholders of Sunniva, if and as required by CSE rules;
- (d) the approval by the CSE of the transactions contemplated by this Agreement, as applicable;
- (e) the approval of the underwriters of Sunniva, pursuant to the underwriting agreement dated September 24, 2018, of the transactions contemplated by this Agreement;

(f) the satisfactory completion of Purchaser's due diligence in respect of the Company, including, but not limited to, accounting, financial, tax, scientific, regulatory, technical and legal due diligence, as determined by Purchaser in its sole discretion;

(g) the representations and warranties of the Company in Article 3 shall be true and correct on and as of the Closing Date with the same effect as though made at and as of such date;

(h) the representations and warranties of the Members in Article 4 shall be true and correct on and as of the Closing Date with the same effect as though made at and as of such date; and

(i) the representations and warranties of the Purchaser and Sunniva in Article 5, as applicable, shall be true and correct on and as of the Closing Date with the same effect as though made at and as of such date.

2.04 The Closing. The purchase and sale of the Membership Interests (the "Closing") shall take place remotely via the exchange of documents, signatures and deliveries (or at such place as the parties hereto may otherwise agree in writing), concurrently with the execution and delivery of this Agreement on the date of this Agreement (the "Closing Date"), or on such other date as the parties may mutually agree.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Purchaser and Sunniva that the statements in this Article 3 are correct and complete as of the date of this Agreement, except as set forth in the schedules accompanying this Agreement and attached here to as Exhibit D (the "Disclosure Schedules").

3.01 Organization and Power.

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of California, and the Company has all requisite power and authority and all material authorizations necessary to own and operate the assets of the Company and to carry on the Business as currently conducted.

(b) The Company is qualified to do business in every jurisdiction in which its ownership of the assets of the Company or the conduct of the Business as currently conducted requires it to qualify, except where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect.

(c) The Company has not conducted any business under or otherwise used, for any purpose or in any jurisdiction, any fictitious name, assumed name, trade name or other name.

(d) Schedule 3.01(d) accurately sets forth the names and titles of the officers of the Company.

3.02 Subsidiaries. The Company has no Subsidiaries.

3.03 Governing Documents. The Company has made available to Purchaser true and complete copies of the certificate of formation and the Operating Agreement (or equivalent organizational documents) of the Company.

3.04 Capitalization. The Membership Interests represent all equity interests of the Company and are evidenced solely by the Operating Agreement. Except as disclosed on Schedule 3.04, there are no outstanding (a) membership interest, voting or non-voting equity securities or ownership interests of the Company, other than the Membership Interests; (b) securities of the Company convertible into or exchangeable for membership interests, voting or non-voting equity securities or other ownership interests of the Company; or (c) subscriptions, options, warrants, rights or other Contracts to acquire from the Company, and no obligation of the Company to issue, any (i) membership interest, voting or non-voting equity securities or other ownership interests of the Company, or (ii) securities convertible into or exchangeable for membership interests, voting or non-voting equity securities or other ownership interests of the Company, and no obligation of the Company to grant, extend or enter into any subscription, warrant, option, right, convertible or exchangeable security or other similar Contract. The securities and other ownership interests in the Company of the types described in clauses (a), (b) and (c) of this Section 3.04, whether or not authorized, issued or outstanding, are hereinafter sometimes referred to, collectively, as “Company Securities.” No Company Securities were issued in violation of the Securities Act of 1933, as amended (the “Securities Act”), or other applicable Law. There are no outstanding obligations of the Company to repurchase, redeem or otherwise acquire any Company Securities. Except for the Operating Agreement, there are no voting trusts, members’ agreements or other Contracts relating to the ownership, voting or transfer of capital stock of the Company to which the Company or any Member is a party. No Person other than the Members owns of record or beneficially any Company Securities. The Company has not received any notice of any Encumbrances or any other claim or proceedings against any Company Securities.

3.05 Authorization; Valid and Binding Agreement. The execution, delivery and performance of this Agreement and each of the Transaction Documents to be executed and delivered by the Company and the consummation by the Company of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite limited liability company action, and no other proceedings on the Company’s part are necessary to authorize the execution, delivery or performance of this Agreement and each of the Transaction Documents required hereby to be executed and delivered by the Company and the consummation by the Company of the transactions contemplated herein or therein. This Agreement and each of the Transaction Documents required hereby to be executed and delivered by the Company have been, duly executed and delivered by the Company and, assuming that this Agreement and each of the Transaction Documents required hereby to be executed and delivered are valid and binding obligations of the other parties hereto, constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors’ rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

3.06 No Breach; Governmental Consents. Except as set forth on Schedule 3.06, the execution, delivery and performance of this Agreement and each of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby do not and will not (a) conflict with, violate or otherwise cause any default or breach of any provision of the Company’s certificate of formation or Operating Agreement (or equivalent organizational documents), (b) violate or conflict with any Law or Order applicable to the Company or the Business; (c) conflict with, constitute a material default under, result in a breach, violation of, require any consent, notice or other action under any Company Contract or give rise to a right of termination, acceleration, or modification of any obligation or Loss of any benefit under any Company Contract or other instrument to which the Company is a party; or (d) result in the creation of any Encumbrance upon any of the Company’s assets. No consent, authorization, order or approval of, or filing or registration with, any Governmental Authority is required on the part of the Company in connection with its execution, delivery or performance of this Agreement or the Transaction Documents by the Company or the consummation of the transactions contemplated hereby or thereby.

3.07 Financial Statements. The Company has made available to Purchaser the Company prepared and unaudited financial statements, consisting of the balance sheets of the Company as of September 30, 2018 (the “Financial Statement Date”), and the related statements of income and retained earnings, equity and cash flow for the applicable years then ended (the “Financial Statements”). The Financial Statements have been based upon the information contained in the Company’s books and records, have been prepared in accordance with GAAP (except as may be indicated in the notes thereto), consistently applied throughout the periods indicated, and present fairly in all material respects the financial condition and results of operations of the Company as of the times and for the periods referred to therein, subject to (i) the absence of footnote disclosures and other presentation items (that if presented would not differ materially from those presented on the Financial Statements) and (ii) changes resulting from normal year-end adjustments (none of which are expected to be material). The Company’s books and records are complete and correct in all material respects and accurately reflect in all material respects all of the assets, Liabilities and results of operations of the Company with respect to the Business.

3.08 No Undisclosed Liabilities. The Company does not have any Liabilities or Indebtedness with respect to the Business except (i) those disclosed or reserved against on the Financial Statements, (ii) those incurred after the Financial Statement Date in the ordinary course of business and which are not material in amount, individually or in the aggregate or (iii) those set forth on Schedule 3.08.

3.09 Accounts Receivable. All of the Accounts Receivable relating to the Business that are reflected on the Financial Statements are valid receivables, collectible (subject to consistently recorded reserves for bad debts) in accordance with their terms, and represent bona fide arm’s length transactions entered into by the Company in the ordinary course of business consistent with past practice. Except as set forth in Schedule 3.09, to the Company’s knowledge, there is no contest, claim, defense, or right of setoff with any account debtor of the Company relating to the amount or validity of such Accounts Receivable.

3.10 Absence of Certain Changes. Except as set forth on Schedule 3.10, as expressly contemplated by this Agreement or in connection with the proposed sale of the Business, since the Financial Statement Date, there has not been any:

- (a) event or circumstance, individually or in the aggregate, that has had a Material Adverse Effect;
- (b) sale or transfer of any material portion of the Company’s assets, taken as a whole, necessary to conduct the Business, except for sales or transfers of assets in the ordinary course of business or sales or transfers of assets not needed in the operation of the Business;
- (c) sale, transfer, assignment or grant of any license or sublicense of any material Intellectual Property Rights of the Company;
- (d) abandonment or lapse of any material Company IP;
- (e) material change in the Company’s cash management policies or practices, accounting methods, principles or practices, except as required by a change in GAAP or applicable Law;
- (f) other than in the ordinary course of business, made any change in its billing practices or in the credit terms it makes available to its customers;
- (g) cancellation of any debts or claims or termination or waiver of any material rights of the Company;

(h) settlement or compromise, or agreement to settle or compromise, any claim or proceeding, other than settlements and compromises involving solely money damages;

(i) acceleration, termination, material modification to or cancellation of any Company Contract or Permit of the Company;

(j) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant of the Business, or (ii) Employee Benefit Plan, in each case whether written or oral;

(k) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of any current or former employees, officers, directors, independent contractors or consultants of the Business, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee of the Business or any termination of any employees, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, consultant or independent contractor of the Business;

(l) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of any petition in bankruptcy under any provisions of federal or state bankruptcy Law;

(m) (A) making of a material election relating to Taxes or revoking of any election relating to material Taxes other than in the ordinary course of business; (B) settlement or compromise of any Action, audit or controversy relating to material Taxes; (C) material change to any methods of reporting income or deductions for any income, franchise or other material Tax purposes or to any annual Tax accounting period; (D) filing of any amended Tax Return or making any claim for a Tax refund; (E) entering into any Tax allocation agreement, Tax sharing agreement or closing agreement relating to any material Tax; (F) surrendering any right to claim a Tax refund or (G) consenting to any extension or waiver of the statute of limitations period applicable to any material Tax claim or assessment; or

(n) agreement to do any of the foregoing.

3.11 Title to Assets; Real Property.

(a) Except as set forth on Schedule 3.11(a), the Company owns good, valid and marketable title to, or holds pursuant to valid and enforceable leases, all of the Company's assets purported to be owned by it, including (i) all assets reflected on the Financial Statements; (ii) all assets acquired by the Company since the Financial Statement Date; (iii) all rights of the Company under the Company's Contracts; and (iv) all other assets reflected in the books and records of the Company as being owned by Company. All of the foregoing assets listed in subsections (i) through (iv) are owned by the Company free and clear of any Encumbrances. The assets reflected on the Financial Statements collectively constitute all of the properties, rights, interests and other tangible and intangible assets necessary to enable the Company to conduct its business in the manner in which such business is currently being conducted and as it is currently contemplated to be conducted.

(b) The Company does not lease any real property.

(c) The Company does not own any real property.

3.12 Sufficiency of Assets. The Company's assets are sufficient in all material respects for, and constitute all of the assets necessary to, the conduct of the Business in the manner currently

conducted by the Company and will allow Purchaser to continue to operate the Business in the same manner immediately following the Closing Date.

3.13 Tax Matters. Except as set forth on Schedule 3.13:

(a) There are no federal, state, county, local or foreign Taxes due and payable by the Company which have not been timely paid. There are no accrued and unpaid federal, state, county, local or foreign Taxes of the Company which are due, whether or not assessed or disputed. There have been no examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency. The Company has duly and timely filed all federal, state, county, local and foreign Tax Returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

(b) The Company has deducted, withheld and timely paid all Taxes required to have been deducted, withheld or paid over to the appropriate Governmental Authorities by the Company in connection with amounts paid or owing to any employee, independent contractor or other service provider, creditor, equity holder or other third party, and the Company has complied with all material related reporting and recordkeeping requirements.

(c) The Company is currently, has been since its initial organization, and will be at the Closing, treated as a partnership for federal and applicable state income Tax purposes. The Company has never made an election to be classified as an association taxable as a corporation for federal or state Tax purposes, and has not elected the non-application of subchapter K of the Code pursuant to Section 761(a) of the Code.

(d) To the Company's knowledge, it is not a party to any joint venture, partnership or other arrangement that is treated as a partnership for federal income Tax purposes.

(e) The Company has collected, remitted and reported to the appropriate taxing authority all sales, use and value added Taxes required to be so collected, remitted or reported pursuant to all applicable Tax Laws. The Company has complied in all respects with all applicable Laws relating to record retention (including, without limitation, to the extent necessary to claim any exemption from sales or value added Tax collection, maintaining adequate and current resale certificates to support any such claimed exemption).

3.14 Contracts and Commitments.

(a) Except as set forth on Schedule 3.14(a), the Company is not a party to nor is it otherwise bound by any undischarged:

(i) Contract or group of related Contracts with the same party for the purchase by the Company of products or services which provided for annual payments in excess of \$10,000 during the trailing twelve-month period ending on the Financial Statement Date or that is expected to result in expenditures in excess of \$10,000 in the twelve-month period following the Closing Date;

(ii) bonus, pension, profit sharing, retirement or other form of deferred compensation plan used exclusively by the Business, other than as described in Section 3.14 or the Disclosure Schedules relating thereto;

(iii) Contract for the employment of any officer or individual employee or Contracts with any Person providing for (A) the payment of any cash or other compensation as a result of the execution of this Agreement and/or the consummation of the transactions contemplated hereby; and/or (B) a restriction on the Company to terminate the employment or service of such officer, employee or Person for any lawful reason or for no reason with severance or other payment obligations;

(iv) agreement, promissory note, bond, indenture, letter of credit or other instrument relating to the borrowing of money or to mortgaging, pledging or otherwise placing an Encumbrance on any material portion of the Company's assets;

(v) guaranty of any obligation for borrowed money or other guaranty;

(vi) distribution, third party reseller, dealer, agency, franchise, advertising, revenue sharing, alliance, joint venture, or marketing Contract of the Company;

(vii) Contracts that obligate the Company to provide best pricing to any third party, exclusively purchase goods or services from any third party, or otherwise include minimum purchase requirements from any third party;

(viii) Contracts that grant exclusive sales, distribution, marketing or other exclusive rights, rights of refusal, rights of first negotiation, or equivalent rights to any Person;

(ix) Contracts that limit the right of the Company to sell, distribute, or manufacture any products or services, to purchase or otherwise obtain any software, products, or services;

(x) Contracts for consulting services that are not terminable by the Company within notice of ninety (90) days or less, has a term of more than one year and requires payment by the Company after the Closing Date; or

(xi) Contract which prohibits the Company from competing with any Person or selling or purchasing goods or services from any Person.

(b) The Company has made available to Purchaser a true and correct copy of all Contracts listed on Schedule 3.14(a) (collectively, the "Material Contracts"), together with all amendments thereto.

(c) Except as set forth on Schedule 3.14(c), with respect to each Material Contract: (i) such Contract is in full force and effect and a valid and binding agreement of the Company, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies; (ii) the Company is not in breach or default in any material respect, and the Company has not taken any action which, with notice or lapse of time, would constitute a breach or default in any material respect, or permit termination, material modification or acceleration, as applicable, under such Contract; (iii) to the Company's knowledge, no other party is in breach or default under such Contract; and (iv) the Company has not received any written notice that any other party to such Material Contract intends to terminate, materially adversely modify, refuse to perform or refuse to renew such Material Contract.

3.15 Intellectual Property

(a) Schedule 3.15(a) sets forth a true and correct list of all of the following assets owned by the Company: (i) issued patents and patent applications (including any provisionals, non-provisionals, continuations, continuations in part, divisionals, reissues, renewals and any other applications claiming the rights therefrom), including the country of filing, owner, filing number, date of issue or filing, expiration date and title; (ii) registered trademarks, service marks, trade names, trade dress and applications for registration of any of the foregoing, including country of filing, owner, description of goods or services (including class numbers), registration or application number and date of issue; (iii) Internet domain name registrations, social media handles and the like owned or registered by or on behalf of the Company or used in the business or operations of the Company, including the name and contact information of each registrant, registrant organization and expiration or renewal date of such Internet domain; and (iv) registered copyrights and mask works and applications for registration of any of the foregoing, including the description of work, country of filing, owner, filing number, date of issue and expiration date (collectively, the “Company Registered Intellectual Property Rights”). All Company Registered Intellectual Property Rights (other than rights in domain names and applications for patents that have not yet been granted registration) are valid, enforceable and subsisting. The Company has made available to Purchaser complete and accurate copies of all such applications, correspondence with any Governmental Agency and other material documents related to each item of Company Registered Intellectual Property Rights identified in Schedule 3.15(a). To the Company's knowledge, no act has been done or omitted to be done by the Company, which has, had, or would reasonably be expected to have the effect of impairing or dedicating to the public, or entitling any Person to cancel, forfeit, modify or consider abandoned, any Company Registered Intellectual Property Rights or of giving any Person any rights with respect thereto.

(b) Schedule 3.15(b) sets forth all arrangements under which the Company has (i) licensed or otherwise obtained rights to the Intellectual Property or Intellectual Property Rights of a third party, other than “shrink wrap” licenses for off-the-shelf software available for \$5,000 per seat per annum or less and which are not incorporated into, or used in the development of any product or service of the Company (the “Inbound Licenses”) or (ii) licensed, provided or agreed to provide or make available to any third party any Company IP (the “Outbound Licenses”) and together with the Inbound Licenses, the “IP Licenses”). The Company is not bound by, and no Company IP or products or services of the Company (each, a “Company Product”) is subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of the Company to use, exploit, make available, assert or enforce any Company IP or any Company Product anywhere in the world.

(c) Schedule 3.15(c) contains a complete and accurate list of all Contracts pursuant to which any royalties, fees, commissions and other amounts are payable by the Company to any Person upon or for the use of any Company IP or Company Products, other than rights provided under any employment agreement that is the Company's standard form thereof made available to Purchaser.

(d) Other than the Inbound Licenses and except as set forth on Schedule 3.15(d) the Company owns all right, title and interest in and to all of the Company IP, free and clear of all Encumbrances. Without limiting the generality of the foregoing: all documents and instruments necessary to establish, perfect and maintain the rights of the Company (or the rights the Company wishes to acquire) in the Company Registered Intellectual Property Rights have been validly executed, delivered and filed in a timely manner with the appropriate Governmental Authority.

(e) Except as set forth on Schedule 3.15(e), with respect to Company Service Providers:

(i) each Company Service Provider who is or was involved in the creation or development of any Company Product or of any Intellectual Property or Intellectual Property Rights for or on behalf of the Company has signed a valid and enforceable agreement containing

(A) a present and irrevocable assignment to the Company of all Intellectual Property and Intellectual Property Rights created or developed by such Company Service Provider in the course of that Company Service Provider's work for the Company, including, to the extent developed by such Company Service Provider, all Intellectual Property and Intellectual Property Rights pertaining to any Company IP or Company Product, (B) confidentiality provisions protecting such Intellectual Property, Intellectual Property Rights, and Company Product, and no such Company Service Provider has any obligation to any other Person with respect to such Intellectual Property, Intellectual Property Rights or Company Product, and (C) an irrevocable waiver of (or, where a waiver is not enforceable, a covenant not to sue on) any right, interest, or moral right with regard to any Company IP, including a waiver of any right to any royalty or other remuneration;

(ii) each Company Service Provider who is or was involved in the creation or development of any Company Product or of any Intellectual Property or Intellectual Property Rights for or on behalf of the Company has received any and all amounts payable to such Company Service Provider for such Company Service Provider's services;

(iii) the Company has taken commercially reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all Trade Secrets that are Company IP and other proprietary or confidential information pertaining to the Company (and any trade secrets or confidential information of any other Person that the Company, by Contract, was required to maintain as confidential and protect), the Company IP, the Company Products, or the business of the Company; and

(iv) the Company owns or otherwise has a valid license to, and immediately after the Closing Purchaser will have ownership of or a valid license to all Intellectual Property and Intellectual Property Rights needed to conduct the business of the Company as currently conducted;

(f) Except as set forth on Schedule 3.15(f), the conduct of the Business is not currently infringing, misappropriating or violating, and has not infringed, misappropriated or violated, the Intellectual Property Rights of any other Person. To the Company's knowledge, the Company IP is not currently being infringed or misappropriated by any Person. Except as set forth on Schedule 3.15(f), the Company owns or has the right to use all Intellectual Property and Intellectual Property Rights used in and necessary for the operation of the Business as currently conducted, and as planned to be conducted.

(g) Neither the execution, delivery nor performance of this Agreement or any other agreements referred to in this Agreement nor the consummation of any of the transactions contemplated hereby or any such other agreement entered into in connection herewith will, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare: (i) a loss of, or Encumbrance on, any Company IP or any Company Product; (ii) a breach of or default under, or right to terminate or suspend performance of, any Company IP Contract; (iii) the release, disclosure or delivery of any Company IP or Company Product by or to any escrow agent or other Person; (iv) the grant, assignment or transfer to any other Person of any license or other right or interest under, to or in any of the Company IP; (v) by the terms of any Company Contract, a reduction of any royalties, revenue sharing, or other payments any of which the Company would otherwise be entitled to with respect to any Company IP; or (vi) the imposition of any Encumbrances or restrictions on the transfer of any Company IP.

3.16 Permits. Except as set forth on Schedule 3.16, there are no other Permits necessary to carry on the Business or to own or lease any of the property or assets utilized by the Company in connection with the Business which failure to hold would cause a Material Adverse Effect. Except as set out on Schedule 3.16, each such Permit is valid, subsisting and in good standing, and the Company is not in default or breach of any such Permit and no notice of breach or default or defect in respect of any of their

terms has been received by the Company and the Company is not aware of any matters which could give rise to any such notice. No Action is in progress or pending, or to the knowledge of the Company, threatened, to revoke, amend, limit, or refuse renewal of any such Permit, and there exists no state of facts which, after notice or the passage of time or both, would reasonably constitute a default or breach of any such Permit. The Company has provided or made available a true and complete copy of each of the Permits and all amendments thereto to Purchaser.

3.17 Litigation. Except as set forth on Schedule 3.17, there is no Action or Order pending or, to the Company's knowledge, threatened against the Company, at law or in equity, before or by any Governmental Authority which, if determined adversely to the Company, would reasonably be expected to result in any material Liability of the Company, and the Company is not subject to any Order.

3.18 Labor and Employment.

(a) Schedule 3.18 (a) contains a complete and accurate list of all employees of the Company as of the date of this Agreement, setting forth for each employee: his or her position or title, whether classified as exempt or non-exempt for wage and hour purposes, whether paid on a salary, hourly or commission basis and the employee's actual annual base salary or rates of compensation, bonus potential, date of hire, status (i.e., active or inactive and if inactive, the type of leave, such as sick leave or maternity/paternity leave, adoption leave, purchased leave or on a fixed term contract and estimated duration) any visa or work permit status and the date of expiration, if applicable and the total amount of bonus, retention, severance, the employee's actual annual base salary or rates of compensation, and other amounts to be paid to such employee at the Closing or otherwise in connection with the transactions contemplated hereby (including any severance payments and any "double-trigger" payments or similar payments that are conditioned in part on any event including the consummation of the transactions contemplated hereby).

(b) Schedule 3.18(b) contains a complete and accurate list of all of the independent contractors, consultants, temporary employees, leased employees or other agents employed or engaged by the Company and classified by the Company as other than employees, or compensated other than through wages paid by the Company through its payroll department ("Contingent Workers"), showing for each Contingent Worker such individual's role in the business, fee or compensation arrangements. All Contingent Workers are independent contractors of the Company and no Contingent Worker is eligible to participate in any of the Employee Plans.

(c) The Company has withheld and paid to (or is holding for payment not yet due) the appropriate Governmental Authority all amounts required by Law or agreement to be withheld from the wages, salaries or other compensation due to each of its current and former employees or contractors/consultants. All amounts that the Company is legally or contractually required to deduct from the its employees' salaries or compensation or transfer to such employees' individual's pension or provident, life insurance, incapacity insurance, continuing education fund or otherwise, have been duly paid into the appropriate fund or funds, and the Company has no outstanding obligation to make any such transfer or provision.

(d) To the knowledge of the Company, (a) no current employee or material contractor or consultant, intends to terminate his or her employment or relationship with the Company or intends not to undertake employment or service with Purchaser if given a reasonably satisfactory offer and (b) no employee, contractor or consultant, is a party to or is bound by any confidentiality agreement, noncompetition agreement or other contract with any Person that could reasonably be expected to have an adverse effect on the performance by such employee, contractor or consultant, of any of his or her duties with respect to the Business.

3.19 Compliance with Laws. Except as set forth on Schedule 3.19:

(a) The Company is, and has been, in material compliance with all applicable Laws of all applicable Governmental Authorities. The Company has not received any notice from any Governmental Authority asserting a failure to comply with any applicable Laws, the subject of which notice has not been resolved.

(b) Neither the Company nor any of its directors, officers and employees, nor to the knowledge of the Company, any consultants, agents, representative, distributor, manufacturer or any other Person acting on behalf of the Company, directly or indirectly, has, with respect to the business, (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful payments relating to any political activity; or (ii) made any unlawful payment (in cash or other property or services) to any Government Authority, any employee of a Government Authority or to any foreign or domestic political party or campaign or violated in any respect any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the anti-corruption laws of any other jurisdiction in which the Company operates the Business or conducts activities directly or indirectly related to the Business, or the OECD Convention on Combating Bribery of Foreign Public Officials in Business Transactions.

3.20 Insurance. Schedule 3.20 identifies each insurance policy maintained by, at the expense of or for the benefit of the Company and identifies any material outstanding claims made thereunder. Each of the insurance policies identified in Schedule 3.20 is in full force and effect. The Company has not received any notice or other communication (in writing or otherwise) regarding any actual or possible (a) cancellation or invalidation of any insurance policy, (b) refusal of any coverage or rejection of any claim under any insurance policy, or (c) material adjustment in the amount of the premiums payable with respect to any insurance policy.

3.21 Customers and Suppliers. Set forth on Schedule 3.21 is a list of the top 10 customers and suppliers/vendors, by dollar volume, of the Business. Except as set forth on Schedule 3.21, (i) no customer or supplier/vendor has terminated its relationship with the Company or to the Company's knowledge threatened in writing to do so; (ii) the Company is not involved in any Action, material dispute or material controversy with any customer or supplier/vendor; and (iii) there have been no adverse changes in the business relationship of the Company with respect to the Business with any customer or supplier/vendor that (in the case of subsections (ii) or (iii) above), in the aggregate, have had or would reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company, no customer or supplier/vendor has indicated to the Company that it intends to cease doing business with, or materially alter the amount or nature of the business that each is doing with, the Company.

3.22 No Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

3.23 Full Disclosure. No representation or warranty by the Company in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to the Purchaser pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE MEMBERS

Each Member represents and warrants to Purchaser and Sunniva, severally and not jointly, solely as to such Member as follows:

4.01 Organization and Power. Each Member has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Each Member has all necessary power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it is currently conducted.

4.02 Authorization; No Breach; Valid and Binding Agreement. The execution, delivery and performance of this Agreement by such Member and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action, and no other proceedings on the part of such Member are necessary to authorize the execution, delivery or performance of this Agreement by such Member. The execution, delivery and performance of this Agreement by such Member and the consummation of the transactions contemplated hereby do not (a) conflict with, constitute a default under, result in a breach or violation of, require any consent under, any Contract to which such Member is a party or (b) result in a violation or breach of any provision of any applicable Law applicable to such Member, except where the conflict, default, breach or violation would not have a material adverse effect on such Member's ability to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Member and, assuming that this Agreement constitutes a valid and binding obligation of the other parties hereto, constitutes a valid and binding obligation of such Member, enforceable against it in accordance with its terms.

4.03 Registration; Investment.

(a) Each Member has been furnished with all materials relating to the business, finances and operations of Purchaser that have been reasonably requested by such Member. Such Member understands that its investment in respect of the Shares to be acquired in connection with payment of the Purchase Price involve a high degree of risk. Such Member (i) is able to bear the economic risk of an investment in the Shares to be acquired in connection with payment of the Purchase Price including a total loss, (ii) has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the proposed investment in the Shares to be acquired in connection with payment of the Purchase Price, and (iii) has had an opportunity to ask questions of and receive answers from the Purchaser concerning the financial condition and business of Purchaser and other matters related to an investment in Purchaser. Such Member has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares to be acquired in connection with payment of the Purchase Price.

(b) Each Member confirms that he or she is not relying on any communication (written or oral) from Purchaser or any of its Affiliates, as investment advice or as a recommendation to purchase the Shares. It is understood that information and explanations related to the terms and conditions of the Shares provided by Purchaser or any of its Affiliates shall not be considered investment advice or a recommendation to purchase the Shares, and that none of Purchaser nor any of its Affiliates is acting or has acted as an advisor to any Member in deciding to invest in the Shares. Each Member acknowledges that none of Purchaser nor any of its Affiliates has made any representation regarding the suitability of the Shares for investment. Each Member understands that no federal or state agency has passed upon the merits

or risks of an investment in the Shares or made any finding or determination concerning the fairness or advisability of such an investment.

4.04 Purchase Entirely for Own Account. This Agreement is made with the Members in reliance upon each Member's representations to the Purchaser and Sunniva, which by each Member's execution of this Agreement, such Member hereby confirms, that the Shares to be acquired by the Member will be acquired for investment for the Member's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Member has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Member further represents that the Member does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Shares.

4.05 Restricted Securities. Each Member understands that the 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 which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Member's representations as expressed herein. Each Member understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Member must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Each Member acknowledges that the Purchaser and Sunniva have no obligation to register or qualify the Shares for resale. Each Member further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares under Rule 144 of the Securities Act, and on requirements relating to the Purchaser and Sunniva which are outside of the Member's control, and which the Purchaser and Sunniva are under no obligation and may not be able to satisfy. The Purchaser or Sunniva may issue stop transfer instructions to its transfer agent in connection with such restrictions

4.06 Accredited Investor. Each Member is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

4.07 Legends. Each Member understands that the Shares and any securities issued in respect of or exchange for the Shares, shall be notated with one or all of the following legends:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF ●, 2018.

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THIS SECURITY MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT) OR A PERSON IN THE UNITED STATES UNLESS THIS SECURITY HAS BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE SECURITIES LAWS OF ALL APPLICABLE STATES OF THE UNITED STATES OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE."

4.08 Canadian Securities Law Considerations.

(a) Each Member is: (i) not resident in Canada; and (ii) acquiring the Shares as principal.

(b) If any Member is resident outside of Canada and the United States:

(i) the Member is knowledgeable of, or has been independently advised as to, the applicable securities laws of the regulatory authorities (the “**Authorities**”) in the jurisdiction in which the Member is resident (the “**International Jurisdiction**”) that would apply to the issuance of Shares as contemplated herein;

(ii) the Member is acquiring the Shares in accordance with exemptions from the prospectus and registration requirements under the applicable securities laws of the Authorities in the International Jurisdiction or, if such is not applicable, the Member is permitted to acquire the Shares under the applicable securities laws of the Authorities in the International Jurisdiction without the need to rely on any exemption and such acquisition does not contravene any applicable laws in the International Jurisdiction;

(iii) the applicable securities laws in the International Jurisdiction do not require Sunniva to make any filings or seek any approvals of any nature whatsoever from any Authority in the International Jurisdiction in connection with the issue and sale or resale of the;

(iv) the acquisition of the Shares by the Member does not trigger: (A) any obligation to prepare and file a prospectus, offering memorandum or similar document, or any other registration or report with respect to such offer or purchase in the jurisdiction in which Member is resident; or (B) any continuous disclosure reporting obligation of Sunniva in the International Jurisdiction;

(v) the Member decided to acquire the Shares in the International Jurisdiction;

(vi) the Member shall not sell, transfer or dispose of the Shares except in accordance with all applicable laws, including applicable securities laws of Canada, the United States and the International Jurisdictions, as applicable, and represents and warrants that Sunniva has no obligation to register any such purported sale, transfer or disposition;

(vii) the Member will, if requested by Sunniva, deliver to Sunniva a certificate or opinion of local counsel from the International Jurisdiction that will confirm the matters referred to in subsections (ii), (iii), (iv) and (vi) above to the satisfaction of Sunniva, acting reasonably.

(c) The Members have not, in connection with the acquisition of the Shares, received or been provided with, nor have they requested, nor do they have any need to receive, a prospectus or offering memorandum, within the meaning of the applicable securities laws in Canada, or any sales or advertising literature, or any other document describing or purporting to describe the business and affairs of the Purchaser which has been prepared for delivery to, and review by, prospective purchasers in order to assist it in making an investment decision in respect of the Shares;

(d) Each Member acknowledges that the Shares are being acquired only on a “private placement” basis and the acquisition and delivery of the Shares is conditional upon such sale being exempt from the requirements under applicable Canadian securities laws as to the filing of a prospectus or delivery of an offering memorandum or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the filing of a prospectus or delivering an offering memorandum and, as a consequence: (i) the Members are restricted from using most of the civil remedies available under applicable Canadian securities laws; (ii) the Members may not receive information that would otherwise be required to be provided to them under applicable Canadian securities laws; and (iii) the Purchaser is relieved from certain obligations that would otherwise apply under applicable Canadian securities laws;

(e) Each Member acknowledges that the Shares, the Performance Warrants and the Performance Shares will be subject to a hold period of four months and a day from the Closing Date, during which time the Member may not trade the Shares, Performance Warrants and Performance Shares without filing a prospectus or being able to rely on one of the limited exemptions from the requirement to file a prospectus under applicable Canadian securities laws; and the certificates representing the Shares, Performance Warrants and Performance Shares will bear the following legend, indicating that the resale of such securities is so restricted in the following form, if applicable:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF ●, 2018””.

4.09 Governmental Consents. No consent, authorization, order or approval of, or filing or registration with, any Governmental Authority is required on the part of the Member in connection with its execution, delivery or performance of this Agreement by the Member or the consummation of the transactions contemplated hereby.

4.10 Litigation. There are no Actions, Orders, suits, claims, investigations or other legal proceedings pending or, to the knowledge of the Member, threatened against or by such Member that may challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

No Brokers. No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Members.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND SUNNIVA

5.01 Representations and Warranties of Purchaser. Purchaser represents and warrants to the Company and each Member that the statements in this Section 5.01 are correct and complete as of the date of this Agreement.

(a) Organization and Power. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

(b) Authorization; No Breach; Valid and Binding Agreement. The execution, delivery and performance of this Agreement and each of the Transaction Documents required hereby to be executed and delivered by Purchaser and the consummation by Purchaser of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite corporate action, and no other proceedings on the part of Purchaser are necessary to authorize the execution, delivery or performance of this Agreement and each of the Transaction Documents required hereby to be executed and delivered by Purchaser and the consummation by Purchaser of the transactions contemplated herein or therein. The execution, delivery and performance of this Agreement and the Transaction Documents by Purchaser and the consummation by Purchaser of the transactions contemplated hereby and thereby do not and will not (a) violate any provision of Purchaser’s organizational or governing documents, (b) conflict with, constitute a material default under, result in a material breach or violation of, require any consent under, any Contract to which the Purchaser is a party or (c) result in a violation or breach of any provision of any Law applicable to the Purchaser, except in the cases of clauses (b) and (c), where the conflict, default, breach or violation would not have a material adverse effect on the Purchaser’s ability to consummate the transactions

contemplated hereby. This Agreement and each of the Transaction Documents required hereby to be executed and delivered by Purchaser has been duly executed and delivered by Purchaser and, assuming that this Agreement and each of the Transaction Documents required hereby to be executed and delivered are valid and binding obligations of the other parties hereto, constitute valid and binding obligations of Purchaser, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

(c) Governmental Consents. No consent, authorization, order or approval of, or filing or registration with, any Governmental Authority is required on the part of Purchaser in connection with its execution, delivery or performance of this Agreement by Purchaser or the consummation of the transactions contemplated hereby.

(d) No Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

5.02 Representations and Warranties of Sunniva. Sunniva represents and warrants to the Company and each Member that the statements in this Section 5.02 are correct and complete as of the date of this Agreement.

(a) Organization and Power. Sunniva is a limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

(b) Authorization; No Breach; Valid and Binding Agreement. The execution, delivery and performance of this Agreement and each of the Transaction Documents required hereby to be executed and delivered by Sunniva and the consummation by Sunniva of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite corporate action, and no other proceedings on the part of Sunniva are necessary to authorize the execution, delivery or performance of this Agreement and each of the Transaction Documents required hereby to be executed and delivered by Sunniva and the consummation by Sunniva of the transactions contemplated herein or therein. The execution, delivery and performance of this Agreement and the Transaction Documents by Sunniva and the consummation by Sunniva of the transactions contemplated hereby and thereby do not and will not (a) violate any provision of Sunniva's organizational or governing documents, (b) conflict with, constitute a material default under, result in a material breach or violation of, require any consent under, any Contract to which the Sunniva is a party or (c) result in a violation or breach of any provision of any Law applicable to the Sunniva, except in the cases of clauses (b) and (c), where the conflict, default, breach or violation would not have a material adverse effect on the Sunniva's ability to consummate the transactions contemplated hereby. This Agreement and each of the Transaction Documents required hereby to be executed and delivered by Sunniva has been duly executed and delivered by Sunniva and, assuming that this Agreement and each of the Transaction Documents required hereby to be executed and delivered are valid and binding obligations of the other parties hereto, constitute valid and binding obligations of Sunniva, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

(c) Executive Appointment Recommendation. The Company will present to the Board of Directors of Sunniva a recommendation for Kevin V. Wilkerson to be appointed to the position of CEO of Sunniva and to be appointed to the Board of Directors of Sunniva, the timing of such appointment to be determined. The CEO position and appointment to the Board shall be subject to satisfactory

completion of the probationary period as outlined in Kevin V. Wilkerson's employment agreement, approval of the Board and any regulatory and stock exchange approvals.

(d) Governmental Consents. No consent, authorization, order or approval of, or filing or registration with, any Governmental Authority is required on the part of Sunniva in connection with its execution, delivery or performance of this Agreement by Sunniva or the consummation of the transactions contemplated hereby.

(e) No Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Sunniva.

ARTICLE 6

OTHER AGREEMENTS

6.01 Confidentiality. From and for a period of five (5) years after the Closing Date, without the prior written consent of Purchaser, each Member will (i) not use the Confidential Information to the detriment of Purchaser; and (ii) hold the Confidential Information in strict confidence, and without limiting the foregoing, not disclose the Confidential Information to any Person (other than Purchaser or Purchaser's Affiliates); provided, however, that the agreements in clause (ii) will not apply to the extent that (A) the same information is currently publicly available or becomes publicly available and that such public availability does not result from the misappropriation or improper disclosure, directly or indirectly, of such information by the Company, any Member or their Affiliates; (B) the Confidential Information is required by applicable Law to be disclosed, but then only (1) to the extent disclosure is required and (2) after undertaking in good faith to give Purchaser notice of such obligation so that it may seek a protective order or other similar or appropriate relief or (C) the Confidential Information is being disclosed solely as part of a proceeding initiated with respect to the enforcement of the Company's rights hereunder or under any agreement or transaction contemplated hereby.

6.02 Tax Matters. Purchaser, on the one hand, and the Members, on the other hand, and their respective Affiliates shall cooperate in the preparation of all Tax Returns for any Tax periods. Such cooperation shall include, but not be limited to, furnishing prior Tax Returns or return preparation packages illustrating previous reporting practices or containing historical information relevant to the preparation of such Tax Returns, and furnishing such other information within such party's possession requested by the other party as is relevant to the preparation of the Tax Returns or the conduct of the Tax Contest. Such cooperation and information also shall include promptly forwarding copies of appropriate notices and forms or other communications received from or sent to any Governmental Authority which relate to the Company and providing copies of all relevant Tax Returns, together with accompanying schedules and related workpapers, documents relating to rulings or other determinations by any Governmental Authority and records concerning the ownership and tax basis of property, which the requested party may possess.

6.03 Further Assurances. From time to time, as and when requested by any party hereto and at such party's expense, any other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

6.04 Press Releases and Communications. No press release or public announcement related to this Agreement or the transactions contemplated herein, or prior to the Closing any other announcement or general communication to the employees, customers or suppliers of the Company, shall

be issued or made by any party hereto without the approval of Purchaser. Nothing herein shall prevent the Company from notifying its employees, customers or suppliers of the transactions contemplated herein prior to the Closing as is necessary or desirable to facilitate the consummation of such transactions.

6.05 Members Release. Each Member hereby consents to the transactions contemplated hereunder and irrevocably, unconditionally and completely releases, acquits and forever discharges the Company and its affiliates, and their respective directors, managers, officers, agents, equityholders and employees (the “Releasees”) from any Claim, and hereby irrevocably, unconditionally and completely waives and relinquishes each and every Claim that the undersigned may have had in the past, may now have or may have in the future against any of the Releasees, whether now known or unknown, relating to the Transactions or that have otherwise existed or may have existed or which do exist through the Closing Date, excluding in each case such Member's rights under this Agreement. This release specifically includes any and all claims or causes of action whether or not now known or suspected to exist and whether or not specifically or particularly described herein. This releases the Releasees to the maximum extent permitted by law. For the purpose of implementing a full and complete release, each Member expressly acknowledges that the releases given in this Agreement are intended to include, without limitation, claims that the Member did not know or suspect to exist in its favor at the time of the date of the Member’s execution of this Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would have materially affected the decision to execute this Agreement. Each Member hereby expressly waives any right or benefit available to it in any capacity under the provisions of California Civil Code Section 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

ARTICLE 7

INDEMNIFICATION

7.01 Indemnification Obligations.

(a) Indemnification Obligations of Members. Subject to the provisions in this Article 7, each Member, severally and not jointly, shall indemnify and hold harmless Purchaser, Sunniva, the Company and their respective Affiliates, shareholders and representatives (the “Purchaser Indemnitees”) from and against and shall compensate and reimburse each of them for, any and all Losses incurred by a Purchaser Indemnitee, directly or indirectly, and whether arising out of a Third-Party Claim or a direct claim, arising out of or resulting from or in connection with:

(i) any inaccuracy in or breach of any representation and warranty made by the Company or any Member in this Agreement, any Transaction Document or in any certificate delivered by or on behalf of any Member or the Company, as such representations and warranties are qualified and supplemented by the Disclosure Schedule;

(ii) any breach by the Company or any Member, or failure by the Company or any Member to comply with, any of their respective covenants or obligations under this Agreement, any Transaction Document or any certificate delivered by or on behalf of any Member or the Company;

(iii) any fraud, willful misconduct or intentional misrepresentation (collectively, “Fraud”) committed by a Member, the Company or any representative of the Company prior to Closing in connection with (i) the negotiation, execution, delivery or

performance of this Agreement or any other agreement contemplated hereby, (ii) the transactions contemplated hereby or (iii) the due diligence investigation conducted by Purchaser and its Affiliates and their respective representatives with respect to the Company by or on behalf of the Company;

(iv) any Third-Party Claim, including reasonable costs and expenses incurred or paid by any Purchaser Indemnitee in connection with the defense or settlement of such Third-Party Claim (including reasonable attorneys' fees, other professionals' and experts' fees, reasonable costs of investigation and court or arbitration costs) regardless of the resolution of such Third-Party Claim; or

(v) any Action commenced by any Purchaser Indemnitee for the purpose of enforcing any of its rights under this Section 7.01 in which such Purchaser Indemnitee actually receives any monetary payment or injunctive relief (whether as a result of settlement, judgement or arbitration award).

(b) Indemnification Obligations of Purchaser. Subject to the provisions in this Article 7, Purchaser and Sunniva, severally and not jointly, shall indemnify and hold harmless the Members, jointly and severally (the "Member Indemnitees" and, together with the Purchaser Indemnitees, the "Indemnitees") from and against and shall compensate and reimburse each of them for, any and all Losses incurred by a Member Indemnitee, directly or indirectly, and whether arising out of a Third-Party Claim or a direct claim, arising out of or resulting from or in connection with:

(i) any inaccuracy in or breach of any representation and warranty made by the Purchaser or Sunniva in this Agreement or in any certificate delivered by or on behalf of the Purchaser or Sunniva;

(ii) any breach by the Purchaser or Sunniva, or failure by the Purchaser or Sunniva to comply with, any of their respective covenants or obligations under this Agreement, or any certificate delivered by or on behalf of the Purchaser or Sunniva;

(iii) any Fraud committed by the Purchaser or Sunniva prior to Closing in connection with (i) the negotiation, execution, delivery or performance of this Agreement or any other agreement contemplated hereby, or (ii) the transactions contemplated hereby;

(iv) any Third-Party Claim, including reasonable costs and expenses incurred or paid by any Member Indemnitee in connection with the defense or settlement of such Third-Party Claim (including reasonable attorneys' fees, other professionals' and experts' fees, reasonable costs of investigation and court or arbitration costs) regardless of the resolution of such Third-Party Claim; or

(v) any Action commenced by any Member Indemnitee for the purpose of enforcing any of its rights under this Section 7.01 in which such Member Indemnitee actually receives any monetary payment or injunctive relief (whether as a result of settlement, judgement or arbitration award).

7.02 Survival.

(a) Except as expressly set forth in this Agreement, the representations and warranties of the Company contained herein shall survive the full period of the applicable statute of limitations (giving effect to any waiver, mitigation or extension thereof) plus thirty (30) days. Any claim asserted in a Claim

Notice delivered pursuant to Section 7.04 below prior to the expiration of the applicable survival period shall survive until such time as such claim is fully and finally resolved.

(b) All post-closing covenants and other obligations of the parties contained in this Agreement shall survive the Closing indefinitely until such obligations have been fully performed in accordance with their terms.

(c) The representations, warranties, covenants and obligations of the Members, and the rights and remedies that may be exercised by the Purchaser Indemnitees, shall not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or knowledge of, any of the Purchaser Indemnitees or any of their representatives.

(d) No Indemnifying Party (as defined below) shall make any claim for indemnification, compensation, reimbursement or contribution from Purchaser, Sunniva, the Company or any Affiliate, assign or successor of any of the foregoing with respect to any indemnification, compensation or reimbursement claims arising under or in connection with this Agreement to the extent that the Company or any Indemnified Party (as defined below) is entitled to indemnification, compensation or reimbursement hereunder for such claim, it being acknowledged and agreed that the representations, warranties, covenants and agreements of the Company are solely for the benefit of the Purchaser Indemnitees.

(e) In determining the amount of any Losses in respect of the failure of any representation or warranty to be true and correct as of any particular date, any materiality, Material Adverse Effect or similar qualification limiting the scope of such representation or warranty shall be disregarded.

7.03 Limitations. Notwithstanding anything to the contrary contained in this Agreement, the following limitations shall apply to indemnification claims under this Agreement:

(a) The aggregate amount of all Losses for which a Member shall be liable to the Indemnitees for indemnification under Section 7.01 shall not exceed the portion of the Purchase Price actually paid to such Member (before taking into account any Tax withholding) (the “Indemnity Cap”).

(b) Notwithstanding anything herein to the contrary, there shall be no maximum liability for any Indemnifying Party who committed, participated in or had actual knowledge of fraud or willful misconduct or made or had actual knowledge of any intentional misrepresentation, in each case with respect to said fraud, willful misconduct and intentional misrepresentation; provided, however, that no Member shall be liable to the Indemnitee hereunder for Losses arising out of (i) any Fraud by another Member or (ii) any breach of a post-closing covenant by another Member.

7.04 Notice of Claim

(a) As used herein, the term “Claim” means a claim for indemnification, compensation or reimbursement of an Indemnified Party for Losses under this Article 7.

(b) The party making a claim under this Article 7 is referred to as the “Indemnified Party”, and the party against whom such claims are asserted under this Article 7 is referred to as the “Indemnifying Party.” An Indemnitee may seek recovery of Losses pursuant to this Article 7 by delivering written notice, executed by an authorized representative of such Indemnified Party (a “Claim Notice”), to the Indemnifying Party of any Claim arising from or relating to:

(i) any matter specified in Section 7.01; or

(ii) the assertion, whether orally or in writing, against any Indemnified Party of an Action brought by a third party against such Indemnified Party that is based on, arises out of, or relates to subject matter that, if determined adversely to such Indemnified Party (regardless of the eventual outcome of such Action), would result in a Claim under any matter specified in Section 7.01 (other than Section 7.01(g)) (in each such case, a “Third-Party Claim”).

No delay on the part of an Indemnitee in giving the Indemnifying Party a Claim Notice (or any update or amendment thereto after conducting discovery regarding the underlying facts and circumstances set forth therein) shall relieve the representative or any Indemnifying Party from any of their respective obligations under this Article 7 unless (and then only to the extent that) the representative or the Indemnifying Parties are materially prejudiced thereby.

(c) Each Claim Notice by an Indemnitee given pursuant to Section 7.5 shall contain the following information: (i) that such Indemnitee has directly or indirectly incurred, paid or properly accrued or reasonably believes it may have to directly or indirectly incur, pay or accrue, Losses in an aggregate stated amount arising from such Claim (which amount may be an estimated amount or may be the amount of Losses claimed by a third party in a Third-Party Claim); and (ii) a brief description, in reasonable detail (to the extent reasonably available to such Indemnitee), of the facts, circumstances or events giving rise to the alleged Losses based on such Indemnitee’s belief thereof, including, to the extent reasonably available to such Indemnitee: (A) the identity and address of any third-party claimant, (B) copies of any formal demand or complaint and (C) the specific nature of the breach to which such item is related; *provided, however*, that the Claim Notice may be updated and amended from time to time within the applicable claims period by the Indemnitee by delivering an updated or amended Claim Notice to the Indemnifying Party, so long as the delivery of the original Claim Notice is made within the applicable claims period and such update or amendment only asserts bases for liability or Losses reasonably related to the underlying facts and circumstances specifically set forth in such original Claim Notice; *provided, further*, that all Claims for Losses properly set forth in the original Claim Notice or any permitted update or amendment thereto shall remain outstanding until such Claims for Losses have been finally resolved or satisfied, notwithstanding the expiration of such claims period.

7.05 Third Party Claims.

(a) The Indemnitee shall determine and conduct the investigation, defense or settlement of any Third-Party Claim with counsel reasonably acceptable to the Members. The Indemnitee may not settle, adjust or compromise such Third-Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) The Indemnifying Party shall have the right to receive copies of all pleadings, notices and communications with the third-party claimant with respect to the Third-Party Claim to the extent that receipt of such documents by the Indemnifying Party does not affect any privilege relating to the Indemnitee and the Indemnitee shall provide the Indemnifying Party the opportunity to consult with and participate in, but not to determine or conduct, any defense of the Third-Party Claim or settlement negotiations with respect to the Third-Party Claim, all at the sole expense of the Indemnifying Party.

7.06 Resolution of Claim Notice.

(a) Each Claim Notice given by an Indemnitee shall be resolved as follows:

(i) Uncontested Claims. If, within 30 days after a Claim Notice is received by the Indemnifying Party, the Indemnifying Party does not contest such Claim Notice in writing to the Indemnitee pursuant to Section 7.06(a)(ii), the Indemnifying Party shall be conclusively

deemed to have consented, on behalf of all Indemnifying Parties, to the recovery by the Indemnitee of the full amount of Losses (subject to the limitations contained in this Article 7) specified in the Claim Notice in accordance with this Article 7, and, without further notice, to have stipulated to the entry of a final judgment for damages against the Indemnifying Parties for such amount in any court having jurisdiction over the matter where venue is proper.

(ii) Contested Claims. If the Indemnifying Party gives the Indemnitee written notice contesting all or any portion of a Claim Notice (a "Contested Claim") within the 30-day period specified in Section 7.06(a)(i), then such Contested Claim shall be resolved by either (A) a written settlement agreement executed by Indemnitee and the Indemnifying Party or (B) in the absence of such a written settlement agreement within 30 days following receipt by the Indemnitee of the written notice from the Indemnifying Party, by binding litigation between the Indemnitee and the Indemnifying Party in accordance with the terms and provisions of Section 7.06(b).

(b) Litigation of Contested Claims. Either the Indemnitee or the Indemnifying Party may bring suit in the courts of the State of California and the Federal courts of the United States of America located within the State of California to resolve a Contested Claim. The decision of the trial court as to the validity and amount of any claim in such Claim Notice shall be non-appealable, binding and conclusive upon the parties to this Agreement, the Indemnitee and the Indemnifying Parties, as applicable, all of whom shall be obligated to act in accordance with such decision. Judgment upon any award rendered by the trial court may be entered in any court having jurisdiction. For purposes of this Section 7.06(b), in any suit hereunder in which any claim or the amount thereof stated in a Claim Notice is at issue, the Indemnitee shall be deemed to be the non-prevailing party unless the trial court awards the Indemnitee more than one-half of the amount in dispute, in which case the Indemnitees shall be deemed to be the non-prevailing party. The non-prevailing party to a suit shall pay its own expenses and the expenses, including reasonable attorneys' fees and documented out-of-pocket costs, reasonably incurred by the other party to the suit.

(c) Payment of Claims. If any amount is determined, agreed or deemed agreed to be owed to any Indemnitee in accordance with this Article 7, then each Indemnifying Party shall within ten (10) days following the date such amount is determined, agreed or deemed agreed to be owed, pay such Indemnifying Party's pro rata percentage of such amount to such Indemnitee.

7.07 Exclusive Remedy. Following the Closing, except for claims based on Fraud, the rights to indemnification, compensation or reimbursement provided by this Article 7 shall be the sole and exclusive remedy for Indemnitee, whether in contract, tort or otherwise, arising under or in connection with this Agreement, or any agreement or document delivered pursuant hereto or in connection herewith or the transactions contemplated hereby or thereby (including, without limitation, for any inaccuracy or breach of any representation, warranty, covenant or agreement set forth herein). Indemnitee shall not be entitled to recover from an Indemnifying Party hereunder for the same Loss more than once. Indemnitee shall mitigate any Losses to the extent required by applicable Law.

ARTICLE 8

DEFINITIONS

8.01 Definitions. In addition to terms otherwise defined herein, for purposes hereof, the following terms when used herein shall have the respective meanings specified or referred to as set forth below:

"Accounts Receivable" means all of the billed and unbilled, current and long-term accounts receivable of the Company, net of any reserves therefor.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

“Affiliated Group” means an affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or non-U.S. Law relating to income Tax) of which the Company is or has been a member.

“Business” means the business of providing cannabis delivery and distribution services in the State of California.

“Business Day” means a day other than Saturday, Sunday or any day on which banks located in the State of California are authorized or obligated to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company Contract” means any Contract to which the Company is a party.

“Company IP” means all Intellectual Property Rights and Intellectual Property in which the Company has, or purports to have, an ownership interest of any nature (whether exclusive, jointly with another Person or otherwise) or an exclusive license or similar exclusive right.

“Company Service Provider” means any current or former employee, worker, independent contractor, consultant, advisor, officer or director of any of the Company.

“Confidential Information” means any information with respect to the Company, including methods of operation, customers, customer lists, products, prices, fees, costs, Intellectual Property, inventions, trade secrets, know-how, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information, information relating to financial statements, clients, potential clients, equipment, designs, drawings, programs, strategies, analyses, profit margins, sales, methods of operation, technologies, materials, strategies, prospects or other proprietary information.

“Contracts” means all contracts, leases, mortgages, licenses, instruments, commitments, undertakings and other agreements, commitments and legally binding arrangements, whether written or oral.

“CSE” means the Canadian Securities Exchange.

“Encumbrances” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“GAAP” means United States generally accepted accounting principles as in effect from time to time, consistently applied throughout the periods presented.

“Governmental Authority” means any governmental, regulatory or administrative body, agency or authority, any court or judicial authority, any arbitral tribunal or any other public authority, whether foreign, federal, state or local.

“Indebtedness” means all indebtedness of a Person for borrowed money, whether secured or unsecured, including, without limitation, (a) all indebtedness for money borrowed from a lender; (b) indebtedness of such Person for the deferred purchase price of property or services represented by a note, earn-out or contingent purchase payment; (c) all indebtedness of such Person secured by a mortgage or other Encumbrance to secure all or part of the purchase price of the property subject to such mortgage or other Encumbrance; (d) that portion of obligations with respect to capital leases that is properly classified as a liability on a balance sheet in conformity with GAAP; (e) any liability of such Person in respect of banker’s acceptances or letters of credit; (f) notes payable and agreements representing extensions of credit whether or not representing obligations for borrowed money; (g) guarantees securing indebtedness for borrowed money; (h) any obligations under any interest rate swap agreements; and (i) all interest, any premiums payable or any other costs, fees or charges (including any prepayment penalties) on any instruments or obligations described in clauses (a) through (h) hereof.

“Intellectual Property” means, collectively, (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), discoveries, improvements thereto, methods, processes, systems, devices, compositions of matter, and all letters patent (including utility and design patents) and pending applications for patents of the United States and all countries foreign thereto, all utility models, industrial models, industrial designs, and all reissues, reexamination certificates, post-issuance certificates, divisionals, continuations, continuations-in-part, renewals, and extensions thereof; (b) all trademarks, service marks, certification marks, trade names, trade dress, logos, business names, other designations of origin and Internet domain names, all goodwill associated therewith (“Trademarks”), and all applications, registrations, and renewals in connection therewith; (c) all published and unpublished works of authorship (whether or not registered or registerable), including without limitation audiovisual works, collective works, software and computer programs (whether in source code, object code, or executable form), documentation, compilations, databases, derivative works, literary works, and sound recordings, and all applications, registrations and renewals in connection therewith, and rights of attribution and integrity and other moral rights of an author (collectively, “Moral Rights”); (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secret rights and corresponding rights in Confidential Information and other non-public information (whether or not patentable), including ideas, formulas, compositions, processes, software and computer programs (whether in source code, object code, or executable form), algorithms, data structures, system architecture diagrams, flowcharts, databases, data collections, circuits, systems, devices, inventor’s notes, discoveries and improvements, know how, manufacturing and production processes and techniques, testing information, research and development information, inventions, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals and technical data, business and marketing plans, market surveys, market know-how and customer lists and information (“Trade Secrets”); (f) all copies and tangible embodiments of the foregoing (in whatever form or medium); and (g) all rights in, arising out of, or associated with any of the foregoing (including the right to enforce and recover remedies) in any jurisdiction.

“Intellectual Property Rights” means all of the following intellectual property rights or other proprietary rights, whether existing under statute or at common law or equity, in any jurisdiction throughout the world: (i) patents (including any continuations and continuations in part, divisionals, reissues and renewals); (ii) Trademarks, service marks, trade dress, and all goodwill associated therewith; (iii) copyrights and copyrightable works, mask works, and all other rights corresponding thereto (including moral rights); (iv) Trade Secrets and database rights; (v) all registrations, applications and renewals for any of the foregoing; and (vi) all goodwill connected with the use of any of the foregoing.

“Knowledge” or “the Company’s knowledge” means the actual knowledge of any of the Members, after reasonable due inquiry of the employees of the Company.

“Law” means any law, rule, regulation, judgment, injunction, order, decree or other legally binding action or requirement of a Governmental Authority.

“Liabilities” means all liabilities, commitments and obligations of any nature whatsoever, whether accrued unaccrued, or fixed, known or unknown, absolute or contingent, asserted or unasserted, determined or undetermined, matured or unmatured, or otherwise.

“Loss” means any claim, obligation, loss, damage, diminution of value (solely as direct damages), Liability, demand, action, cause of action, assessment, judgment, deficiency, interest, cost, penalty, fine, Tax, or other reasonable cost or expense (including, without limitation, reasonable attorney’s fees, costs, and expenses incurred in defending against any Action); provided, however, that in no event shall Losses include (i) any punitive damages (except to the extent awarded to a third party) or (ii) consequential damages or other indirect damages that are not reasonably foreseeable and probable.

“Material Adverse Effect” means any change, effect, event, occurrence, state of facts or development, that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, (b) the value of the assets of the Business, or (c) the ability of the Company to consummate the transactions contemplated hereby on a timely basis; provided, however, that none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be, a Material Adverse Effect: any change, effect, event, occurrence, state of facts or development attributable to (i) the public announcement, pendency or completion of the transactions contemplated by this Agreement; (ii) conditions generally affecting the industry in which the Company participates, the U.S. or world economy as a whole or the U.S. or global capital or financial markets in general or the markets in which the Company operates; (iii) compliance with the terms of, or the taking of any action required by, this Agreement; (iv) the taking of any action, or failing to take any action, at the request of Purchaser; (v) any change in applicable Laws or the interpretation thereof; (vi) any change in GAAP or other accounting requirements or principles; or (vii) national or international political or social conditions, including the commencement, continuation or escalation of a war, material armed hostilities or other material international or national calamity or act of terrorism; except in each of the foregoing clauses (ii), (v), (vi) or (vii), excluding any such change, effect, event, occurrence, state of facts or development that has a disproportionate effect on the Business in comparison to other participants in the industries in which the Company operates.

“Order” means any order, judgment, ruling, injunction, assessment, award, decree, writ or similar binding action or requirement entered, issued, made or rendered by any Governmental Authority or by any arbitrator to the extent enforceable by a Governmental Authority.

“Permit” means all licenses, permits, certificates, registrations, bonds, certificates of occupancy, accreditations and other authorizations and approvals that are issued by or obtained from any Governmental Authority.

“Person” means an individual, a sole proprietorship, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or any Governmental Authority.

“Positive Amount” shall mean the amount, if any, by which Tangible Working Capital is more than the Target Tangible Working Capital.

“Subsidiary” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, limited liability company, association or other business entity (other than a corporation) of which a majority of the partnership, limited liability company or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity (other than a corporation) if such Person is allocated a majority of the gains or losses of such partnership, limited liability company, association or other business entity or is or controls the managing director, managing member or general partner of such partnership, limited liability company, association or other business entity.

“Tax” or “Taxes” means any federal, state, local or non-U.S. taxes of any kind whatsoever including income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, value added, excise, severance, stamp, customs, duties, real property, personal property, capital stock, social security, unemployment, payroll, employee or other withholding, or other tax, including any interest, penalties or additions to tax and shall include any transferee or secondary liability for a Tax and any liability assumed by agreement or arising as a result of being (or ceasing to be) a member of any Affiliated Group (or being included (or required to be included) in any Tax Return relating thereto).

“Tax Returns” means any return, report, claim for refund, information return or other document (including schedules or any related or supporting information) filed or required to be filed with any Governmental Authority or other authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax.

“Transaction Documents” means this Agreement, Company Secretary Certificate, the Assignment Agreement and the Escrow Agreement.

“Treasury Regulations” means the Treasury Regulations promulgated under the Code.

ARTICLE 9

MISCELLANEOUS

9.01 Expenses. Except as otherwise expressly provided herein, the Company, on the one hand, and Purchaser, on the other hand, shall pay all of their own expenses (including attorneys’ and accountants’ fees and expenses) in connection with the negotiation of this Agreement, the performance of their obligations hereunder and the consummation of the transactions contemplated by this Agreement.

9.02 Attorney’s Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys’ fees to be fixed by the court (including costs, expenses and fees on any appeal). The prevailing party shall be entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment.

9.03 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via facsimile or email (provided that if such facsimile or email is delivered after 5:00 p.m. Eastern time or on a day other than a Business Day, then on

the next following Business Day), (c) the Business Day following the day on which the same has been delivered to a reputable national overnight delivery service (charges prepaid) or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing by the recipient party to the sending party:

Notices to Purchaser:

CP Logistics, LLC
1775 E. Palm Canyon Drive, STE. 110-261
Palm Springs, CA 92264
Attn: Legal
Email: legal@sunniva.com

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

Dentons US LLP
233 South Wacker Drive, Suite 5900
Chicago, IL 60606
Attn: Kathryn Ashton
Telephone: (312) 876-3157
Email: kathryn.ashton@dentons.com

Notices to Sunniva:

Sunniva Inc.
Suite 400, 355 4th Avenue S.W.
Calgary, AB T2P 0J1
Attn: Legal
Email: legal@sunniva.com

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

Dentons US LLP
233 South Wacker Drive, Suite 5900
Chicago, IL 60606
Attn: Kathryn Ashton
Telephone: (312) 876-3157
Email: kathryn.ashton@dentons.com

Notices to the Members:

Kevin Wilkerson
 {personal information}

Jason Myers

[REDACTED] {personal information}

Brad Neeld

[REDACTED] {personal information}

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

Hall Booth Smith, P.C.
1301 1st Avenue
Columbus, GA 31901
Attn: Brad Coppedge
Telephone: (706)324-0201
Email: bcoppedge@hallboothsmith.com

9.04 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either Purchaser or Sunniva without the prior written consent of the Company, or by the Company or any Member without the prior written consent of Purchaser or Sunniva; provided that, after the Closing, any one of the Company, Purchaser or any Member that is a trust may assign this Agreement to any Affiliate or to any successor by operation of law, so long as such Affiliate or successor agrees to satisfy the Company's or Purchaser's obligations, as applicable.

9.05 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9.06 References. The table of contents and the section and other headings and subheadings contained in this Agreement and the Exhibits and Disclosure Schedules hereto are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect the meaning or interpretation of this Agreement or any Exhibit or Disclosure Schedule hereto. All references to days or months shall be deemed references to calendar days or months. All references to "\$" shall be deemed references to United States dollars. Unless the context otherwise requires, any reference to a "Section," "Exhibit" or "Disclosure Schedule" shall be deemed to refer to a section of this Agreement, exhibit to this Agreement or a schedule to this Agreement, as applicable. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "this Article," "this Section" and "this subsection," and words of similar import, refer only to the Article, Section or subsection hereof in which such words occur. The word "or" is disjunctive but not exclusive, and the word "including" (in its various forms) means "including without limitation." With respect to the determination of any period of time, "from" means "from and including."

9.07 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person. The information contained in this Agreement and in the Disclosure Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information

contained herein or therein shall be construed as or deemed to be an admission by any party hereto to any third party of any matter whatsoever (including any violation of Law or breach of contract, the existence of any liability or other obligation of any kind).

9.08 Amendment and Waiver. Any provision of this Agreement or the Disclosure Schedules or Exhibits hereto may be amended only in a writing signed by Purchaser, Sunniva, the Members and the Company. No waiver of any provision hereunder, or any breach, default or misrepresentation hereunder, shall be valid unless the same shall be in writing and signed by the party making such waiver, and no such waiver shall extend to or affect in any way any other provision or prior or subsequent breach, default or misrepresentation.

9.09 Complete Agreement. This Agreement and the documents referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof or thereof in any way.

9.10 Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.11 Waiver of Trial by Jury. THE PARTIES TO THIS AGREEMENT EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE AND REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

9.12 Electronic Delivery. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent delivered by means of a facsimile machine or electronic mail (any such delivery, an “Electronic Delivery”), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

9.13 Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

9.14 Governing Law; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the internal Laws of the State of California, irrespective of its conflicts of law principles. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts in Los Angeles County in the State of California (unless the Federal courts have exclusive jurisdiction over the matter, in which case the United States District Court for the Central District of California) solely in respect of the interpretation and enforcement of the provisions of this Agreement and of any of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby and thereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the state courts of the State of California or the United States District Court for the Central District of California; provided that a judgment rendered by such court may be enforced in any court having competent jurisdiction. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.03 or in such other manner as may be permitted by Law, shall be valid and sufficient service thereof. With respect to any particular action, suit or proceeding, venue shall lie solely in the State of California.

* * * *

Exhibit A

Member Purchase Price Allocation

Name	Percentage Interests of the Company	Percentage of Shares	Percentage of Performance Warrants
Kevin Wilkerson	33.33%	33.33%	33.33%
Jason Myers	33.33%	33.33%	33.33%
Brad Neeld	33.33%	33.33%	33.33%

Member Reimbursed Expenses

Name	Reimbursed Expense Amount
Kevin Wilkerson	\$128,622.11

Exhibit B

Form of Assignment and Assumption Agreement

(See Attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of this _____ day of December, 2018, by and between Kevin Wilkerson ("Assignor") and CP Logistics, LLC ("Assignee").

WHEREAS, Assignor is the owner of record of 33% of the Percentage Interests of the Company, as defined in the Operating Agreement of the Company, dated September 13, 2018 (the "Operating Agreement"), which Percentage Interests represent all of the membership interests, voting or non-voting equity securities or ownership interests of the Company owned by Assignor (the "Membership Interests"); and

WHEREAS, Assignor and Assignee are parties to a certain Membership Interest Purchase Agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which Assignor has agreed to assign, transfer, set over and convey unto Assignee, and Assignee has agreed to accept and assume from Assignee, all of Assignor's ownership interests in the Company, including, without limitation, all of Assignor's right, title and interest in and to the Membership Interests and any assets of the Company, related capital contributions and loans, and any other rights or entitlements of Assignor as a member of the Company pursuant to the Operating Agreement (the "Assigned Membership Interests") on the terms and conditions set forth in this Assignment.

NOW THEREFORE, in consideration of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. Capitalized terms. Capitalized terms used in this Assignment without definition shall have the meanings set forth in the Operating Agreement or the Purchase Agreement.
3. Assignment. Assignor hereby sells, transfers, sets over, delivers and assigns unto Assignee all of Assignor's right, title and interest with respect to the Assigned Membership Interests with all of the rights, powers, privileges and interests of Assignor arising out of or pursuant to the Operating Agreement. Assignor hereby withdraws as a member of the Company.
4. Assumption. Assignee hereby assumes (a) all of Assignor's right, title and interest with respect to the Assigned Membership Interests, and (b) all responsibilities and obligations associated with the Assigned Membership Interests, whether arising or accruing before, on or after the date of this Assignment, and whether attributable to events or circumstances which arise or occur before, on or after the date of this Assignment. Assignee hereby accepts and confirms Assignor's withdrawal as a member of the Company. Assignee agrees to be bound by the Operating Agreement in connection with the Assigned Membership Interests.
5. Incorporation of Purchase Agreement. The relevant provisions of the Purchase Agreement are incorporated herein by this reference.
6. Miscellaneous.
 - (a) This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

(b) This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

(c) If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

(d) This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California without giving effect to principles of conflicts of laws.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

Kevin Wilkerson

ASSIGNEE:

CP LOGISTICS, LLC

By: _____
Name: _____
Title: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of this _____ day of December, 2018, by and between Jason Myers ("Assignor") and CP Logistics, LLC ("Assignee").

WHEREAS, Assignor is the owner of record of 33% of the Percentage Interests of the Company, as defined in the Operating Agreement of the Company, dated September 13, 2018 (the "Operating Agreement"), which Percentage Interests represent all of the membership interests, voting or non-voting equity securities or ownership interests of the Company owned by Assignor (the "Membership Interests"); and

WHEREAS, Assignor and Assignee are parties to a certain Membership Interest Purchase Agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which Assignor has agreed to assign, transfer, set over and convey unto Assignee, and Assignee has agreed to accept and assume from Assignee, all of Assignor's ownership interests in the Company, including, without limitation, all of Assignor's right, title and interest in and to the Membership Interests and any assets of the Company, related capital contributions and loans, and any other rights or entitlements of Assignor as a member of the Company pursuant to the Operating Agreement (the "Assigned Membership Interests") on the terms and conditions set forth in this Assignment.

NOW THEREFORE, in consideration of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. Capitalized terms. Capitalized terms used in this Assignment without definition shall have the meanings set forth in the Operating Agreement or the Purchase Agreement.
3. Assignment. Assignor hereby sells, transfers, sets over, delivers and assigns unto Assignee all of Assignor's right, title and interest with respect to the Assigned Membership Interests with all of the rights, powers, privileges and interests of Assignor arising out of or pursuant to the Operating Agreement. Assignor hereby withdraws as a member of the Company.
4. Assumption. Assignee hereby assumes (a) all of Assignor's right, title and interest with respect to the Assigned Membership Interests, and (b) all responsibilities and obligations associated with the Assigned Membership Interests, whether arising or accruing before, on or after the date of this Assignment, and whether attributable to events or circumstances which arise or occur before, on or after the date of this Assignment. Assignee hereby accepts and confirms Assignor's withdrawal as a member of the Company. Assignee agrees to be bound by the Operating Agreement in connection with the Assigned Membership Interests.
5. Incorporation of Purchase Agreement. The relevant provisions of the Purchase Agreement are incorporated herein by this reference.
6. Miscellaneous.
 - (a) This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

(b) This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

(c) If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

(d) This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California without giving effect to principles of conflicts of laws.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

Jason Myers

ASSIGNEE:

CP LOGISTICS, LLC

By: _____
Name: _____
Title: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of this _____ day of December, 2018, by and between Brad Neeld ("Assignor") and CP Logistics, LLC ("Assignee").

WHEREAS, Assignor is the owner of record of 33% of the Percentage Interests of the Company, as defined in the Operating Agreement of the Company, dated September 13, 2018 (the "Operating Agreement"), which Percentage Interests represent all of the membership interests, voting or non-voting equity securities or ownership interests of the Company owned by Assignor (the "Membership Interests"); and

WHEREAS, Assignor and Assignee are parties to a certain Membership Interest Purchase Agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which Assignor has agreed to assign, transfer, set over and convey unto Assignee, and Assignee has agreed to accept and assume from Assignee, all of Assignor's ownership interests in the Company, including, without limitation, all of Assignor's right, title and interest in and to the Membership Interests and any assets of the Company, related capital contributions and loans, and any other rights or entitlements of Assignor as a member of the Company pursuant to the Operating Agreement (the "Assigned Membership Interests") on the terms and conditions set forth in this Assignment.

NOW THEREFORE, in consideration of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. Capitalized terms. Capitalized terms used in this Assignment without definition shall have the meanings set forth in the Operating Agreement or the Purchase Agreement.
3. Assignment. Assignor hereby sells, transfers, sets over, delivers and assigns unto Assignee all of Assignor's right, title and interest with respect to the Assigned Membership Interests with all of the rights, powers, privileges and interests of Assignor arising out of or pursuant to the Operating Agreement. Assignor hereby withdraws as a member of the Company.
4. Assumption. Assignee hereby assumes (a) all of Assignor's right, title and interest with respect to the Assigned Membership Interests, and (b) all responsibilities and obligations associated with the Assigned Membership Interests, whether arising or accruing before, on or after the date of this Assignment, and whether attributable to events or circumstances which arise or occur before, on or after the date of this Assignment. Assignee hereby accepts and confirms Assignor's withdrawal as a member of the Company. Assignee agrees to be bound by the Operating Agreement in connection with the Assigned Membership Interests.
5. Incorporation of Purchase Agreement. The relevant provisions of the Purchase Agreement are incorporated herein by this reference.
6. Miscellaneous.
 - (a) This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

(b) This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

(c) If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

(d) This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California without giving effect to principles of conflicts of laws.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

Brad Neeld

ASSIGNEE:

CP LOGISTICS, LLC

By: _____
Name: _____
Title: _____

Exhibit C

Escrow Agreement

(See Attached)

Escrow Agreement

THIS AGREEMENT is made as of the _____ day of _____, 2018.

AMONG:

SUNNIVA INC., a company incorporated under the laws of Canada,
(the “**Issuer**”)

AND:

EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE ISSUER
(a “**Securityholder**”)

AND:

ODYSSEY TRUST COMPANY, a trust company incorporated under the laws
of Alberta,
(the “**Escrow Agent**”)

RECITALS:

- A. The Issuer and the Securityholders are parties to a membership interest purchase agreement dated December 21, 2018 among the Issuer, LTYR Logistics, LLC (“**LTYR**”), the Securityholders (the members of LTYR) and CP Logistics, LLC (the “**Purchase Agreement**”) pursuant to which will Issuer acquire all of the issued and outstanding membership interests in LTYR from the Securityholders in exchange for, among other things, the number of common shares (“**Shares**”) in the capital of the Issuer listed opposite the Securityholder’s name in Schedule “A” (the “**Escrowed Shares**”).
- B. Pursuant to the terms of the Purchase Agreement, the Securityholders have agreed not to (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any of the Escrowed Shares; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Escrowed Shares and to place all of the Escrowed Shares in escrow with the Escrow Agent, to be released in accordance with the terms and conditions herein.
- C. The parties have requested that the Escrow Agent act as escrow agent in connection with the escrow of the Escrowed Shares and in accordance with the terms of this Agreement.

NOW THEREFORE in consideration of the premises and mutual representations, warranties, covenants and agreements hereinafter set forth and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. Capitalized Terms

Capitalized terms used in this Agreement, including the recitals hereto, and not defined shall have the meanings given to such terms in the Purchase Agreement

2. Appointment of Escrow Agent

- (a) The Issuer and the Securityholders hereby appoint the Escrow Agent to act as the escrow agent in accordance with the terms and conditions of this Agreement, and the Escrow Agent hereby agrees to act in accordance with the terms and conditions of this Agreement. For the purposes of this Agreement, all references herein to “Escrow Agent” will mean Odyssey Trust Company acting in the capacity of escrow agent hereunder or any other person that replaces Odyssey Trust Company as escrow agent hereunder pursuant to the provisions hereof.
- (b) The Issuer shall pay the Escrow Agent fees as laid out in Schedule B, plus expenses reasonably incurred in connection with this Agreement, for acting as escrow agent.

3. Deposit of Escrow Shares

- (a) The Securityholders agree with the Issuer that the Escrowed Shares will be delivered directly to the Escrow Agent to be deposited into escrow and released in accordance with the terms of this Escrow Agreement.
- (b) The Escrow Agent will accept the Escrowed Shares upon their delivery and will hold them and administer them in accordance with the provisions of this Agreement.

4. Escrow Release

- (a) The Escrow Agent shall release the Escrowed Shares as follows:

On the six-month anniversary of the Closing Date	Ten percent (10%) of the Escrowed Shares
On the twelve-month anniversary of the Closing Date	Twenty percent (20%) of the Escrowed Shares
On the fifteen-month anniversary of the Closing Date	Thirty percent (30%) of the Escrowed Shares
On the eighteen-month anniversary of the Closing Date	Forty percent (40%) of the Escrowed Shares

- (b) The Escrow Agent will send to each Securityholder any share certificates or other evidence of that Securityholder’s Escrowed Shares in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

5. Dealing with Escrowed Shares

- (a) Unless it is expressly permitted herein, a Securityholder will not (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any of the Escrowed Shares; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Escrowed Shares.

- (b) A Securityholder may exercise any voting rights attached to the Escrowed Shares.
- (c) A Securityholder may receive a dividend or other distribution on the Escrowed Shares, and elect the manner and payment from the standard options offered by the Issuer. If the Escrow Agent received a dividend or other distribution on the Escrowed Shares, the Escrow Agent will pay the dividend or other distribution to the Securityholder on receipt.

6. Business Combinations

- (a) **Business Combinations.** This Section 6 applies to the following (each, a “**business combination**”):
 - (i) a formal take-over bid for all outstanding equity securities of the Issuer or which, if successful, would result in a change of control of the Issuer;
 - (ii) a formal issuer bid for all outstanding equity securities of the Issuer;
 - (iii) a statutory arrangement;
 - (iv) an amalgamation;
 - (v) a merger; and
 - (vi) a reorganization that has an effect similar to an amalgamation or merger.
- (b) **Delivery to Escrow Agent.** A Securityholder may tender the Escrow Shares to a person or company in a business combination. At least five business days prior to the date the Escrow Shares must be tendered under the business combination, the Securityholder must deliver to the Escrow Agent:
 - (i) a written direction signed by the Securityholder that directs the Escrow Agent to deliver to the depository under the business combination any share certificates or other evidence of the Escrow Shares and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depository, and any other documentation specified or provided by the Securityholder and required to be delivered to the depository under the business combination; and
 - (ii) any other information concerning the business combination as the Escrow Agent may reasonably request.
- (c) **Delivery to Depository.** As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under Section 6(b), the Escrow Agent will deliver to the depository, in accordance with the direction, any share certificates or other evidence of the Escrow Shares, and a letter addressed to the depository that
 - (i) identifies the Escrow Shares that are being tendered;
 - (ii) states that the Escrow Shares are held in escrow;

- (iii) states that the Escrow Shares are delivered only for the purposes of the business combination and that they will be released from escrow only after the Escrow Agent receives the information described in Section 6(d);
 - (iv) if any share certificates or other evidence of the Escrow Shares have been delivered to the depository, requires the depository to return to the Escrow Agent, as soon as practicable, any share certificates or other evidence of Escrow Shares that are not released from escrow into the business combination; and
 - (v) where applicable, requires the depository to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, any share certificates or other evidence of additional escrow securities that a Securityholder acquires under the business combination.
- (d) **Release of Escrow Securities to Depository.** The Escrow Agent will release from escrow the tendered Escrow Shares when the Escrow Agent receives a declaration signed by the depository or, if the direction identifies the depository as acting on behalf of another person or company in respect of the business combination, by that other person or company, that:
 - (i) the terms and conditions of the business combination have been met or waived; and
 - (ii) the Escrow Shares have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.
- (e) **Escrow of New Securities.** If a Securityholder receives securities (“**new securities**”) of another issuer (the “**new issuer**”) in exchange for their Escrow Shares, the new securities will be subject to escrow in substitution for the tendered Escrow Shares. The Escrow Agent will hold the new securities in escrow on the same terms and conditions, including release dates, as applied to the Escrow Shares that were exchanged.
- (f) **Release of New Securities from Escrow.** As soon as reasonably practicable after the Escrow Agent receives a certificate from the new issuer signed by a director or officer of the new issuer authorized to sign directing that the new securities of the Securityholder be released from escrow, the new securities will be released, and the Escrow Agent will send any share certificates or other evidence of the new securities in the possession of the Escrow Agent in accordance with Section 4(b).

7. Rights of Escrow Agent

The acceptance by the Escrow Agent of its duties and obligations under this Agreement is subject to the following terms and conditions, which shall govern and control the rights, duties, liabilities and immunities of the Escrow Agent:

- (a) The Escrow Agent shall be entitled to act and rely upon (and shall not be liable for so acting and relying upon) any resolution, affidavit, direction, notice, request, waiver, consent, receipt, declaration, certificate, receipt, opinion, report, statement or other paper or document purported to be delivered pursuant to this Agreement and shall not be required

to inquire as to the veracity, accuracy or adequacy thereof or be bound by any notice or direction to the contrary by any person other than a person entitled to give such notice;

- (b) The Escrow Agent shall not be required to make any determination or decision with respect to the validity of any claim made by any party or of any denial thereof but shall be entitled to rely conclusively on the terms hereof and the documents tendered to it in accordance with the terms hereof;
- (c) The Escrow Agent shall have no duties except those which are expressly set forth herein. It is understood and agreed that the Escrow Agent is not acting as a trustee or in any fiduciary capacity, that the duties of the Escrow Agent hereunder are purely administrative in nature and it shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything it may do or refrain from doing in connection herewith. The Issuer and the Securityholders shall not hold the Escrow Agent liable for any loss or injury to them;
- (d) Except for failure to comply with the terms of this Agreement, the Escrow Agent, its partners, associates, employees and agents shall incur no liabilities hereunder or in connection herewith for anything whatsoever and the Issuer and the Securityholders hereby release the Escrow Agent from any actions, causes of action, claims, demands, damages, losses, costs, liabilities, penalties and expenses whatsoever, whether arising directly or indirectly, by way of statute, contract, tort or otherwise;
- (e) Upon the Escrow Agent's delivery of the Escrowed Shares (or part thereof) in accordance with the provisions of this Agreement, the Escrow Agent shall be automatically and immediately released from all obligations under this Agreement to any party hereto and to any other person with respect to the Escrowed Shares (or such part that is delivered);
- (f) The Escrow Agent shall not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement, unless received by it in writing and signed by the Issuer and the Securityholders and, if its duties herein are affected, unless it shall have given its prior written consent thereto;
- (g) The Escrow Agent shall have the right, if in its sole discretion it deems it necessary or desirable, to retain such independent counsel or other advisors as it reasonably may require for the purpose of discharging to determining its duties, obligations or rights hereunder, and may act and rely on the advice or opinion so obtained;
- (h) The Escrow Agent shall have the right, if in its sole discretion it deems it necessary or desirable, to seek advice and directions from a court of competent jurisdiction with respect to its duties and obligations hereunder;
- (i) The duties and obligations of the Escrow Agent shall at all times be subject to the orders or directions of a court of competent jurisdiction; and

- (j) The Escrow Agent is not a party to, and is not bound by, the Purchase Agreement and shall not, by reason of signing this Agreement, assume any responsibility or liability for any transaction or agreement between the Issuer and the Securityholders, other than the performance of its obligations under this Agreement, notwithstanding any reference herein to such other transactions or agreements.

8. Interpleader

The Escrow Agent may, in its sole discretion, deliver the Escrowed Shares into court by way of interpleader if any person, whether or not a party hereto, sues or threatens to sue the Escrow Agent in connection with the Escrowed Shares or the actions or omissions of any of the parties hereunder including the Escrow Agent or if the Escrow Agent is unable or unwilling to continue acting and there is no replacement under Section 9 within 30 days after the written notice of resignation in Section 9 or in the event of any disagreement or apparent disagreement between the parties hereto resulting in conflicting claims or demands with respect to the Escrowed Shares or if any of the parties hereto, including the Escrow Agent, are in or appear to be in disagreement about the interpretation of this Agreement or about the rights and obligations of the Escrow Agent or the propriety of an action contemplated by the Escrow Agent under this Agreement. Upon the Escrow Agent making such delivery, the Escrow Agent shall be released from all its duties and obligations under this Agreement.

9. Resignation of Escrow Agent

The Escrow Agent may at any time upon giving at least 30 days written notice to the Issuer and the Securityholders resign as Escrow Agent in favour of any person, firm or corporation named and agreed to by the Issuer and the Securityholders within such 30 days or, failing such agreement, in favour of any corporate trustee licensed to do business in the province of Alberta that the Escrow Agent may name in such notice which agrees in writing with the other parties hereto to be bound by this Agreement as Escrow Agent. The Escrow Agent will deliver the Escrowed Shares to the new Escrow Agent and shall then be released from all its duties and obligations under this Agreement but shall remain entitled to the benefit of Section 10.

10. Indemnification

- (a) **Indemnity.** In consideration of the premises and of the Escrow Agent agreeing to act hereunder, the Issuer and the Securityholders agrees to save, defend and keep harmless and fully indemnify the Escrow Agent, its partners, associates, employees and agents, and their respective heirs, executors, administrators, successors and assigns, from and against all losses, costs, liabilities, charges, suits, demands, claims, damages (including consequential damages) and expenses of any nature which the Escrow Agent, its successors or assigns, may at any time hereafter bear, sustain, suffer or be put to for or by any reason of or on account of its acting as escrow agent or anything in any matter relating thereto or by reason of the Escrow Agent's compliance with the terms hereof, except where same result directly and principally from negligence, wilful misconduct or bad faith on the part of the Escrow Agent.
- (b) **Not Obligated to Defend.** Without restricting the foregoing indemnity, if proceedings are taken by arbitration or in any court respecting the Escrowed Shares, the Escrow Agent shall

not be obliged to defend or otherwise participate in any such proceedings until it shall have such security as the Escrow Agent determines, in its sole discretion, to be adequate for its costs in such proceedings in addition to the indemnity set out above.

- (c) **Survival.** The provisions of Sections 10(a) and 10(b) will survive the resignation or removal of the Escrow Agent or the termination of this Agreement.
- (d) **Not to Expend Own Funds.** None of the provisions contained in this Agreement shall require the Escrow Agent to expend or to risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless funded and indemnified as aforesaid.

11. Expenses

- (a) **Expenses.** The Escrow Agent shall be entitled to be reimbursed for all expenses reasonably incurred in connection with acting hereunder, including without limitation, legal fees paid by the Escrow Agent in respect of this Agreement, such expenses and fees to be borne in accordance with paragraph 2(b).
- (b) **Survival.** The provisions of Sections 11(a) will survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

12. General

- (a) **Notices.** Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by fax, email, or other similar means of electronic communication, in each case to the applicable address set out below:

If to the Issuer:

Sunniva Inc.
Suite 400, 355 – 4th Avenue S.W.
Calgary, Alberta T2P 0J1
Attention: Benjamin Rootman
Email: brootman@sunniva.com

If to the Escrow Agent:

Odyssey Trust Company
#350, 300 5th Avenue SW
Calgary, Alberta T2P 3C4
Attention: Corporate Trust
Email: dsander@odysseytrust.com

If to the Securityholders, at the address listed in Schedule A, attached hereto.

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing, emailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business day and the communication is so delivered, faxed, emailed, or sent prior to 4:30 p.m. (at the place of receipt) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth Business day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

Any party may from time to time change its address under this Section 12(a) by notice to the other parties given in the manner provided by this Section.

- (b) **Time of Essence.** Time shall be of the essence of this Agreement in all respects.
- (c) **Further Assurances.** Each party shall promptly do, execute, deliver, or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that another party may reasonably require for the purposes of giving effect to this Agreement.
- (d) **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns. No party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior consent of the other parties.
- (e) **Amendment.** No amendment of this Agreement will be effective unless made in writing and signed by all of the parties.
- (f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.
- (g) **Waiver.** A waiver of any default, breach, or non-compliance under this Agreement is not effective unless in writing and signed by the parties to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by another party. The waiver by a party of any default, breach, or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

- (h) **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- (i) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in that Province and shall be treated, in all respects, as a British Columbia contract.
- (j) **Counterparts.** This Agreement may be executed by the parties in separate counterparts (by original or facsimile signature) each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together be construed as one and the same document.
- (k) **Termination.** This Agreement may be terminated at any time by and upon the receipt of the Escrow Agent of a written notice of termination executed by the Issuer directing the payment of the amounts then held by the Escrow Agent under and pursuant to this Agreement and such termination will be effective immediately after compliance by the Escrow Agent with such direction. This Agreement shall automatically terminate if and when all of the Escrowed Shares shall have been distributed by the Escrow Agent in accordance with this Agreement.
- (l) **Third party Determination.** The Issuer and the Securityholders hereby represent to the Escrow Agent that, except as otherwise provided in this Agreement, any account to be opened by, or interest to be held by, the Escrow Agent, in connection with this Agreement, for or to the credit of Issuer and the Securityholders, is not intended to be used by or on behalf of any third party other than the beneficiaries as expressly provided in this Agreement.

13. Privacy

The parties acknowledge that federal and/or provincial legislation that addresses the protection of individuals' personal information (collectively, "**Privacy Laws**") applies to certain obligations and activities under this Agreement. Notwithstanding any other provision of this Agreement, neither party shall take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Issuer and the Securityholders shall, prior to transferring or causing to be transferred personal information to the Escrow Agent, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or shall have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Escrow Agent shall use commercially-reasonable efforts to ensure that its services hereunder comply with Privacy Laws. Specifically, the Escrow Agent agrees: (i) to have a designated chief privacy officer; (ii) to maintain policies and procedures to protect personal information and to receive and respond to any privacy complaint or inquiry; (iii) to use personal information solely for the purposes of providing its services under or ancillary to this Indenture and to comply with applicable laws and not to use it for any other purpose

except with the consent of or direction from the Issuer, the Securityholders, or the individual involved or as permitted by Privacy Laws; (iv) not to sell or otherwise improperly disclose personal information to any third party; and (v) to employ administrative, physical and technological safeguards to reasonably secure and protect personal information against loss, theft, or unauthorized access, use or modification.

14. Right Not to Act

The Escrow Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Escrow Agent, in its sole judgment, acting reasonably, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Escrow Agent, in its sole judgment, acting reasonably, determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days prior written notice sent to all parties hereby provided that: (i) the Escrow Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Escrow Agent's satisfaction within such 10 day period, then such resignation shall not be effective.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement on the day and year first above written.

SUNNIVA INC.

Per: _____
Authorized Signatory

ODYSSEY TRUST COMPANY

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

BRAD NEELD

KEVIN WILKERSON

JASON MYERS

SCHEDULE A

SECURITYHOLDERS

Name	Address	Class of Securities	Number of Securities
Brad Neeld	[REDACTED]	Common Shares	478,983
Kevin Wilkerson	[REDACTED]	Common Shares	478,983
Jason Myers	[REDACTED]	Common Shares	478,983

{Removed - Personal Information}

SCHEDULE B FEE SCHEDULE

{Removed - Confidential Business Information}

Exhibit D

Disclosure Schedules

(See Attached)

Exhibit D

DISCLOSURE SCHEDULES

Reference is made to that certain Membership Interest Purchase Agreement (the “Agreement”), dated as of December 21, 2018, is made by and among LTYR Logistics, LLC, a California limited liability company (the “Company”), Sunniva Inc., a corporation organized under the laws of Canada (“Sunniva”), CP Logistics, LLC, a North Carolina limited liability company (the “Purchaser”), and Kevin Wilkerson, Jason Myers and Brad Neeld (collectively, the “Members” and each, individually, a “Member”).

These Disclosure Schedules are being delivered in connection with the Agreement. The following Schedules are qualified in their entirety by reference to the Agreement, and are not intended to constitute, and shall not be construed as constituting, representations or warranties of the Company or the Members, except as and to the extent provided in the Agreement, and subject to the limitations therein.

Except as otherwise provided in the Disclosure Schedules, all capitalized terms therein shall have the meanings assigned to them in this Agreement. Matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be disclosed. No disclosure made in the Disclosure Schedules shall constitute an admission or determination that any fact or matter so disclosed is material, meets a dollar or other threshold set forth in this Agreement or would otherwise be required to be disclosed, and no Person shall use the fact of the setting of a threshold or the inclusion of such facts or matters in any dispute or controversy as to whether any obligation, amount, fact or matter is or is not material, is or is not in excess of a dollar or other threshold or would otherwise be required to be disclosed, for purposes of this Agreement. Information disclosed in any Disclosure Schedule delivered will qualify any representation or warranty in this Agreement to the extent that it is readily apparent from a reading of the disclosure that such disclosure is applicable to such section. No disclosure in the Disclosure Schedules relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

Exhibit D
Schedule 3.01(d)
Organization and Power

The Company is a limited liability company. Each Member has authority on behalf of the Company, and the Members are Kevin Wilkerson, Jason Myers and Brad Neeld. The Company does not regularly appoint “officers”; however, for purposes of this transaction, Kevin Wilkerson has been designated in duly executed Minutes as the Secretary.

Exhibit D
Schedule 3.04
Capitalization

N/A. There are no outstanding interests other than the Membership Interests, no convertible securities, nor any subscriptions, options or warrants, or any other security or equity interest other than the Membership Interests of the Members.

Exhibit D
Schedule 3.06
No Breach/Consent

N/A. The execution and consummation of the Agreement and each Transaction Document is fully authorized, approved and valid and will not create any conflict, violation or breach of any governing document of the Company or any third party document or any law governing the Company, nor result in any termination, acceleration or modification of any obligation of the Company or create any Encumbrance upon the Company or its assets

Exhibit D
Schedule 3.08
Undisclosed Liabilities

None

Exhibit D
Schedule 3.09
Accounts Receivable

None

Exhibit D
Schedule 3.10
Material Changes since Financial Statement Date

None

Exhibit D
Schedule 3.11
Title to Assets/Real Property

See LTYR Logistics, LLC Assets List dated 12/18/2018 – Attached

{Removed - Confidential Business Information}

Exhibit D
Schedule 3.13
Tax matters

None

Exhibit D
Schedule 3.14(a)
Contracts and Commitments

See Attached:

Addendum A: Sonoma Business Agreement

Addendum B: Motor Vehicle Lease

Addendum C: Sonoma – LTYR Equipment Agreement

Addendum D: LTYR – Sonoma Distribution Agreement

Exhibit D
Schedule 3.14(c)
Contracts and Commitments (Force and effect of contracts)

None, or no breach or default

Exhibit D
Schedule 3.15(a)
Intellectual Property

None

Exhibit D
Schedule 3.15(b)
Intellectual Property (Inbound/Outbound licenses)

None

Exhibit D
Schedule 3.15(c)
Intellectual Property (contracts re: royalties, fees, commissions related to IP)

None

Exhibit D
Schedule 3.15(d)
Intellectual Property (excluded licenses)

None

Exhibit D
Schedule 3.15(e)
Intellectual property (service providers)

None or N/A

Exhibit D
Schedule 3.15(f)
Intellectual property (infringement)

None

Exhibit D
Schedule 3.16
Permits

None

Exhibit D
Schedule 3.17
Litigation

None

Exhibit D
Schedule 3.18(a)
Labor & Employment (employees)

None (other than the 3 Members)

Exhibit D
Schedule 3.18(b)
Labor & Employments (independent contractors)

None

Exhibit D
Schedule 3.19
Compliance with Laws (violations of)

None

Exhibit D
Schedule 3.20
Insurance policies

None

Exhibit D
Schedule 3.21
Customers and Supplies (Top 10 of each by volume)

{Removed - Confidential Business Information}

ADDENDUM A

{Removed - Confidential Business Information}

ADDENDUM B

{Removed - Confidential Business Information}

ADDENDUM C

{Removed - Confidential Business Information}

ADDENDUM D

{Removed - Confidential Business Information}