
SHARE REPURCHASE AGREEMENT

Made as of August 30, 2024

Among

CAPTIVA VERDE WELLNESS CORP.
(the “**Vendor**”)

and

1435300 B.C. LTD.
(“**Sonny Sports Holdco**”)

and

RONNIE STRASSER
(the “**Purchaser**”)

and

the certain shareholders of the Vendor listed in Schedule “A” attached hereto
(the “**Purchasing Shareholders**”)

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SHARE REPURCHASE AGREEMENT

This Agreement is made as of August ____, 2024, among

CAPTIVA VERDE WELLNESS CORP., a corporation formed under the laws of British Columbia
(the “**Vendor**”)

and

1435300 B.C. LTD., a corporation formed under the laws of British Columbia
(“**Sonny Sports Holdco**”)

and

RONNIE STRASSER, an individual with an address for mailing at [REDACTED: Personal information]
(the “**Purchaser**”)

and

the certain shareholders of the Vendor listed in Schedule “A” attached hereto (the “**Purchasing Shareholders**”)

RECITALS

- A. Pursuant to a share purchase agreement made as of August 31, 2023 (the “**2023 Share Purchase Agreement**”), among the Vendor, Sonny Sports Holdco and the then shareholders of Sonny Sports Holdco, the Vendor acquired all of the issued and outstanding shares of Sonny Sports Holdco (the “**Purchased Shares**”) and the Assigned Loans (as defined in the 2023 Share Purchase Agreement) from the Purchaser and the other shareholders of Sonny Sports Holdco for an aggregate of 60,000,000 common shares in the capital of the Vendor and an aggregate of US\$1,500,000 in cash (the “**Acquisition**”);
- B. Sonny Sports Holdco is currently a wholly-owned direct subsidiary of Captiva and owns 100% of Sonny Sports Enterprises, Inc. (the “**Club**”);
- C. The Club has the right to carry on and operate a franchise in the Pro Padel League (the “**League**”) in the City of Miami;
- D. The League is operated by the Pro Padel League Operations, Inc. (“**PPL**”);
- E. In connection with the 2023 Share Purchase Agreement, among other things, Sonny Sports Holdco and the Purchaser entered into a consulting agreement dated August 31, 2023 (the “**Consulting Agreement**”), pursuant to which Sonny Sports Holdco was required to pay a consulting fee of \$100,000 per annum, exclusive of tax, to the Purchaser and reimburse the Purchaser for certain expenses incurred by the Purchaser and approved by Sonny Sports Holdco;

F. Concurrently with this Agreement and in connection with the transactions contemplated hereby, the Vendor, as optionee, and the Purchaser, [REDACTED: Confidential information.], [REDACTED: Personal information.] and [REDACTED: Personal information.], as the optionors, intend to enter into an option agreement, pursuant to which the optionors will grant to the Vendor a 30-day option to identify purchasers to acquire up to 37,000,000 shares of the Vendor beneficially owned or controlled, directly or indirectly, by the optionors on the terms and conditions set out therein (the “**Option Agreement**”); and

G. The Purchasing Shareholders wish to purchase and the Vendor wishes to sell the Purchased Shares, and the Purchaser and Vendor wish to settle certain amounts owing under the Consulting Agreement, on and subject to the terms and conditions of this Agreement.

FOR VALUE RECEIVED, the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.1 Definitions

In this Agreement:

- (1) “**2023 Share Purchase Agreement**” has the meaning ascribed thereto in Recital (A).
- (2) “**Affiliate**” of a Person means any Person that directly or indirectly Controls, is Controlled by, or is under common Control with, that Person, and for greater certainty includes a Subsidiary.
- (3) “**Agreement**” means this agreement and all schedules to this agreement.
- (4) “**Ancillary Agreements**” means, collectively: (a) the Mutual Release; (b) the Debt Assumption and Settlement Agreement; (c) the Debt Settlement Agreement; (d) the Promissory Notes; (e) the Option Agreement; and (f) the Assigned Loans Acknowledgement.
- (5) “**Applicable Law**” means, in respect of any Person, property, transaction, event or other matter, any present or future law, statute, regulation, code, ordinance, common law or law in equity, municipal by-law, treaty, code, rule, judgment or Order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, practices and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance.
- (6) “**Assigned Loans**” as defined in the 2023 Share Purchase Agreement.
- (7) “**Assigned Loans Acknowledgement**” means an acknowledgement, in the form attached hereto as Schedule “E”, evidencing that the Assigned Loans and any interest accrued thereon have been extinguished in full.
- (8) “**Business Day**” means a day on which banks are open for business in Vancouver, British Columbia but does not include a Saturday, Sunday and any other day which is a legal holiday in such city.

- (9) “**Closing**” means the completion of the Purchase on the Closing Date.
- (10) “**Closing Date**” means the date that all condition precedents to Closing have been satisfied.
- (11) “**Club**” has the meaning ascribed thereto in Recital (B).
- (12) “**Consulting Agreement**” has the meaning ascribed thereto in Recital (E).
- (13) “**Contract**” means a written or oral contract, agreement, lease, Licence, insurance policy, deed, indenture, instrument, entitlement, commitment, undertaking, Order, or other arrangement made by or to which a Party is bound or under which a Party has, or will have, any rights or obligations.
- (14) “**Control**” of a Person by another Person means that the second Person directly or indirectly possesses the power to direct or cause the direction of the management and policies of the first Person, whether through the ownership of securities, by Contract or by any other means and “**controlled by**” and “**under common control with**” have corresponding meanings.
- (15) “**CSE**” means the Canadian Securities Exchange, being the stock exchange the Vendor’s common shares are listed on.
- (16) “**Debt Assumption and Settlement Agreement**” means the debt assumption and settlement agreement in form attached hereto as Schedule “C”, to be entered into by the Vendor, the Purchaser and Sonny Sports Holdco, pursuant to which the Vendor will assume the Indebtedness.
- (17) “**Debt Settlement Agreement**” means the debt settlement agreement expected to be entered into by the Vendor and Greenbriar Sustainable Living Inc., pursuant to which Greenbriar Sustainable Living Inc. will issue to the Vendor the Greenbriar Shares in satisfaction of \$1,000,000 owed by Greenbriar Sustainable Living Inc.
- (18) “**Encumbrance**” means any charge, mortgage, lien, pledge, claim, restriction, security interest or other encumbrance whether created or arising by agreement, statute or otherwise at law, attaching to property, interests or rights and shall be construed in the widest possible terms and principles known under Applicable Law relating to such property, interests or rights and whether or not they constitute specific or floating charges as those terms are understood under the laws of the Province of British Columbia.
- (19) “**Governmental Authority**” means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government department, body, ministry, agency, tribunal, commission, board, court, bureau, arbitrator, administrative hearing body or other authority (or any department, bureau or division of the foregoing) exercising or purporting to exercise executive, legislative, judicial, Tax, regulatory, prosecutorial or administrative functions of, or pertaining to, government.
- (20) “**Greenbriar**” means Greenbriar Sustainable Living Inc.
- (21) “**Greenbriar Shares**” means the common shares in the capital of Greenbriar to be issued to the Vendor pursuant to the terms and conditions of the Debt Settlement Agreement.

- (22) “**Hold Period**” has the meaning ascribed thereto in Section 2.3(2).
- (23) “**Indebtedness**” means \$858,249.09 owed by Sonny Sports Holdco under or in connection with the Consulting Agreement to the Purchaser or any entity, directly or indirectly, beneficially owned, controlled or directed by the Purchaser, which amount, for the purposes of clarity, includes but is not limited to US\$103,583.26 invoiced to the Vendor by [REDACTED: Confidential information.] and \$32,364.35 invoiced to the Vendor by the Purchaser.
- (24) “**Interim Period**” means the period from and including the date of this Agreement to and including the Closing Date.
- (25) “**League**” has the meaning ascribed thereto in Recital (C).
- (26) “**Licence**” means any licence, permit, authorization, approval or other evidence of authority issued or granted to, conferred upon, or otherwise created for, Sonny Sports Holdco by any Governmental Authority.
- (27) “**Mutual Release**” means a mutual release of claims, in the form attached hereto as Schedule “B”, of the Parties.
- (28) “**Option Agreement**” has the meaning ascribed thereto in Recital (F).
- (29) “**Outside Date**” means September 30, 2024, or such other date as the Parties may mutually agree in writing.
- (30) “**Order**” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.
- (31) “**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and “**Parties**” means every Party.
- (32) “**Person**” is to be broadly interpreted and includes an individual, a partnership, a corporation, a trust, a joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature and the executors, administrators, or other legal representatives of an individual in such capacity.
- (33) “**PPL**” has the meaning ascribed thereto in Recital (D).
- (34) “**Promissory Notes**” means, collectively: (i) the promissory note to be issued by Greenbriar Sustainable Living Inc. in favour of the Purchaser for the principal amount of \$500,000; (ii) the promissory note to be issued by Greenbriar Sustainable Living Inc. in favour of the Purchaser for the principal amount of US\$230,000; (iii) the promissory note to be issued by Jeffrey J. Ciachurski in favour of the Purchaser for the principal amount of \$360,000; and (iv) the promissory note to be issued by Jeffrey J. Ciachurski in favour of the Purchaser for the principal amount of US\$156,000; each substantially in the respective form attached hereto as Schedule “D”.
- (35) “**Purchase**” means the transaction of purchase and sale of the Purchased Shares contemplated by this Agreement.
- (36) “**Purchase Consideration**” has the meaning given to it in Section 2.2(2).

(37) “**Purchased Shares**” means all the issued and outstanding shares in the capital of Sonny Sports Holdco.

(38) “**Regulatory Approval**” means any approval, consent, ruling, authorization, notice, permit or acknowledgement that may be required from any Person pursuant to Applicable Law, or under the terms of any Licence or the conditions of any Order in connection with the sale of the Purchased Shares to the Purchaser on the terms contemplated in this Agreement, which is necessary to permit the Parties to perform their obligations under this Agreement including but not limited to approval from the TSXV for the issuance by Greenbriar of the Greenbriar Shares, the approval by the CSE for the disposition of Sonny Sports Holdco, the consent of PPL for the transfer of Sonny Sports HoldCo to the Purchaser, and the approval of the British Columbia Securities Commission for an exemption order with respect to an “issuer bid” as such term is defined in National Instrument 62-101 – *Take-Over Bids and Issuer Bids*.

(39) “**TSXV**” means the TSX Venture Exchange, being the stock exchange Greenbriar’s common shares are listed on.

(40) “**Tax**” or “**Taxes**” includes all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority, including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services, harmonized sales or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges, and other assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance premiums and workers compensation premiums, together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection or non-payment of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges, whether disputed or not.

(41) “**Vendor Shares**” means the common shares in the capital of the Vendor.

(42) “**Vendor Warrant**” means a Vendor Share purchase warrant.

Section 1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

Section 1.3 Currency

Except as otherwise expressly provided in this Agreement or any Ancillary Agreement, all dollar amounts referred to in this Agreement or any Ancillary Agreement are stated in Canadian Dollars.

Section 1.4 Calculation of Interest

In calculating interest payable under this Agreement for any period of time, the first day of such period shall be included and the last day of such period shall be excluded.

Section 1.5 Calculation of Time

In this Agreement, except as otherwise provided, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Vancouver time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Vancouver time) on the next succeeding Business Day.

Section 1.6 Knowledge

Any statement in this Agreement or any Ancillary Agreement expressed to be made to “the Vendor’s knowledge” or any other similar knowledge qualification shall be understood to be made on the basis of the actual knowledge of any director or officer of the Vendor, after diligent inquiry, of the relevant subject matter or on the basis of such knowledge of the relevant subject matter as such individual would have had if he or she had conducted such diligent inquiry (including inquiry of any other Person who has responsibility with respect to, or who could reasonably be expected to have knowledge of the matters in question).

Section 1.7 Additional Rules of Interpretation

- (1) **Gender and Number.** In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (2) **Headings and Table of Contents.** The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (3) **Section References.** Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to sections or schedules of this Agreement.
- (4) **Words of Inclusion.** Wherever the words “**include**”, “**includes**” or “**including**” are used in this Agreement, they shall be deemed to be followed by the words “**without limitation**” and the words following “**include**”, “**includes**” or “**including**” shall not be considered to set out an exhaustive list.
- (5) **Statute References.** Unless otherwise indicated, all references in this Agreement to any statute include the regulations under that statute, as such statute and regulations may be amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference in this Agreement to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith and which are legally binding.

(6) **Writing.** References to “in writing”, “written” and similar expressions include material that is printed, handwritten, typewritten, faxed, emailed, or otherwise capable of being visually reproduced at the point of reception.

(7) **Document References.** All references herein to any Contract, agreement (including this Agreement), document or instrument mean such contract, agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.

Section 1.8 Schedules

The following are the schedules annexed to this Agreement and incorporated by reference and deemed to be part hereof:

Schedule “A” – Purchasing Shareholders

Schedule “B” – Mutual Release

Schedule “C” – Debt Assumption and Settlement Agreement

Schedule “D” – Promissory Notes

Schedule “E” – Assigned Loans Acknowledgement

ARTICLE 2– PURCHASE AND SALE

Section 2.1 Purchase and Sale of the Purchased Shares

Upon and subject to the terms and conditions of this Agreement, the Vendor shall sell and each Purchasing Shareholder shall acquire the number of Purchased Shares set forth beside their name in Schedule “A” for the portion of the Purchase Consideration set forth beside their name in Schedule “A”.

Section 2.2 Purchase Consideration

In consideration for the Purchased Shares, the Purchasing Shareholders will:

- (1) return an aggregate of 89,000,000 Vendor Shares to the treasury of the Vendor for cancellation at a deemed price of \$0.02 per Vendor Share; and
- (2) return an aggregate of 55,000,000 Vendor Warrants to the Vendor for cancellation at a deemed price of \$0.00001 per Vendor Warrant.

(collectively, the “**Purchase Consideration**”).

Section 2.3 Debt Settlement

(1) The Vendor will enter into the Debt Assumption and Settlement Agreement with Sonny Sports Holdco whereby the Vendor will assume the Indebtedness and then, in full satisfaction of the Indebtedness, the Vendor will transfer 1,500,000 Greenbriar Shares to the Purchaser. The

Purchaser acknowledges and agrees that the 1,500,000 Greenbriar Shares will be subject to hold period and will be subject to a restricted period of four months and a day from the date of issuance (the “**Hold Period**”).

(2) The Purchaser acknowledges and agrees that the 1,500,000 Greenbriar Shares it will receive pursuant to Section 2.3(1) will be subject to the following hold periods:

- (a) 375,000 Greenbriar Shares will be released upon the expiration of the Hold Period, and the DRS statement representing such Greenbriar shares shall bear the following legend:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [insert the date that is 4 months and a day after the distribution date].”

- (b) 375,000 Greenbriar Shares will be released on the date that is four months after the expiration of the Hold Period, and the DRS statement representing such Greenbriar shares shall bear the following legends:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [insert the date that is 4 months and a day after the distribution date].”

The securities represented hereby will not be offered, sold, transferred, pledged, hypothecated or otherwise traded before the date that is eight months after [insert date of transfer to Purchaser].”

- (c) 750,000 Greenbriar Shares will be released on the date that is eight months after the expiration of the Hold Period, and the DRS statement representing such Greenbriar shares shall bear the following legend:

“Unless permitted under securities legislation, the holder of this security must not trade the security before [insert the date that is 4 months and a day after the distribution date].”

The securities represented hereby will not be offered, sold, transferred, pledged, hypothecated or otherwise traded before the date that is 12 months after [insert date of transfer to Purchaser].”

Section 2.4 Sonny Sports Holdco Directors

On the Closing Date, the sole director and, if any, all officers of Sonny Sports Holdco will resign and the following director will be appointed:

Name	Address
Ronnie Strasser	[REDACTED: Personal information]

Such director shall hold office until the next annual meeting of shareholders of Sonny Sports Holdco or until his successor is elected or appointed.

ARTICLE 3– REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to the Purchasing Shareholders as stated below and acknowledges that the Purchasing Shareholders are relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the transactions contemplated by this Agreement.

Section 3.1 Title to Purchased Shares

The Vendor legally and beneficially owns and controls all of the Purchased Shares with good and marketable title free and clear of any Encumbrances, adverse claims or claims of others.

Section 3.2 Enforceability

This Agreement has been duly and validly executed and delivered by the Vendor and is a valid and legally binding agreement of the Vendor enforceable against the Vendor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.

ARTICLE 4– REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendor as stated below and acknowledges that the Vendor is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the transactions contemplated by this Agreement.

Section 4.1 Enforceability

This Agreement has been duly and validly executed and delivered by the Purchaser and is a valid and legally binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.

Section 4.2 No Contracts

The Purchaser has not entered into any Contracts on behalf of the Vendor.

Section 4.3 Indebtedness

The Indebtedness represents all outstanding amounts owed under or in connection with the Consulting Agreement to the Purchaser or any entity, directly or indirectly, beneficially owned, controlled or directed by the Purchaser.

ARTICLE 5– REPRESENTATIONS AND WARRANTIES OF THE PURCHASING SHAREHOLDERS

Each Purchasing Shareholder represents and warrants to the Vendor as stated below and acknowledges that the Vendor is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Purchase.

Section 5.1 Enforceability

This Agreement has been duly and validly executed and delivered by the Purchasing Shareholder and is a valid and legally binding agreement of such Purchasing Shareholder enforceable against such Purchasing Shareholder in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.

Section 5.2 Title to Vendor Shares and Vendor Warrants

The Purchasing Shareholder legally and beneficially owns and controls all of the Vendor Shares and Vendor Warrants set forth beside their name in Schedule "A", with good and marketable title free and clear of any Encumbrances, adverse claims or claims of others.

Section 5.3 Non-Resident of Canada

The Purchasing Shareholder is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) and such representation and warranty will survive the Closing and continue in force and effect until ninety days following the last day on which an assessment or reassessment may be issued by the Canada Revenue Agency and any other national, state, local, provincial, territorial or other Governmental Authority responsible for the administration, implementation, assessment, determination, enforcement, compliance, collection or other imposition of any Taxes in respect of any taxation period to which such representation and warranty extends or the applicable limitation period.

ARTICLE 6– COVENANTS

Section 6.1 General Covenants

During the Interim Period, except as otherwise consented to by the Purchasing Shareholders in writing, the Vendor shall cause Sonny Sports Holdco to:

- (1) carry on its business in the usual, regular and ordinary course of business consistent with its past practice;
- (2) not incur any indebtedness other than in the ordinary course of business consistent with its past practice;
- (3) not alter or amend its constating documents as the same exist at the date of this Agreement, except as contemplated by this Agreement;
- (4) take, or cause to be taken, all action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Purchase, including, without limitation, using reasonable commercial efforts:
 - (a) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;

- (b) to effect all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Purchase;
 - (c) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Purchase and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and
 - (d) to reasonably cooperate with the other Parties and their tax advisors in structuring the Purchase and other transactions contemplated to occur in conjunction with the Purchase in a tax effective manner, and assist the other Parties and their tax advisors in making such investigations and enquiries with respect to such Parties in that regard, as the other Parties and their tax advisors shall consider necessary, acting reasonably;
- (5) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;
- (6) use reasonable commercial efforts to obtain and maintain the third party approvals applicable to them and provide the same to the other Parties on or prior to the Closing Date;
- (7) except as provided in this Agreement, not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other Person or perform any act or enter into any transaction or negotiation which, in the opinion of Sonny Sports Holdco or the Vendor acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby;
- (8) promptly notify the other Parties in writing of any change in any representation or warranty provided in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect, and the Parties shall in good faith discuss with the other Parties such change in circumstances (actual, anticipated, contemplated, or to its knowledge, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other Parties pursuant to this Section 6.1(8);
- (9) promptly notify the other Parties in writing of any material breach by such Party of any covenant, obligation or agreement contained in this Agreement; and
- (10) not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, or entertain or enter into discussions or negotiations with, any Person other than the other Parties hereto, with respect to any amalgamation, merger, consolidation, arrangement, restructuring, or sale of any material assets or part thereof of such Party, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is required as a result of the duties of directors and officers of the applicable Party in compliance with Applicable Laws.

Section 6.2 Post-Closing Cooperation

- (1) Sonny Sports Holdco and the Purchaser will cooperate fully with the Vendor and the auditors thereof and make available in a timely fashion to the Vendor and its auditors all data and other information as may reasonably be required to complete the audit of the Vendor and prepare audited financial statements for the Vendor's financial year ended October 31, 2024.
- (2) The Vendor will cooperate fully with the Purchaser and deliver in a timely fashion to the Purchaser all documents (or copies thereof), which will be necessary for the conduct of Sonny Sports Holdco after Closing, including, without limitation, the minute book for Sonny Sports Holdco, any tax filings of Sonny Sports Holdco, and books of account and financial records for Sonny Sports Holdco.
- (3) This Section 6.2 will survive the Closing and any termination of this Agreement for a period of one year.

ARTICLE 7– CONDITIONS

Section 7.1 Purchasing Shareholders' Conditions

The obligations of the Purchasing Shareholders under this Agreement are subject to the conditions set out in this Section 7.1, which are for the exclusive benefit of the Purchasing Shareholders and all or any of which may be waived, in whole or in part, by the Purchasing Shareholders in their sole discretion by written notice given to the Vendor. The Vendor shall take all actions, steps and proceedings as are reasonably within its control to cause each of such conditions to be fulfilled or performed at or before the time specified for Closing.

- (1) **Truth of Representation and Warranties.** All representations and warranties of the Vendor contained in this Agreement shall have been true in all material respects, except for representations and warranties that contain a materiality qualification, which shall be true in all respects, as of the date of this Agreement and shall be true in all material respects, except for representations and warranties that contain a materiality qualification, which shall be true in all respects, as of the Closing Date with the same effect as though made on and as of that date (except to the extent that any representation or warranty is affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement, or otherwise consented to in writing by the Purchaser).
- (2) **Vendor's Obligations.** The Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (3) **Concurrent Transactions.** Concurrently with the completion of the Purchase, the parties to the Ancillary Agreements shall have executed and delivered the Ancillary Agreements and have completed the transactions contemplated thereby.
- (4) **Resignation.** The Vendor shall have delivered to the Purchasing Shareholders resignations of Jeffrey J. Ciachurski, as sole director of Sonny Sports Holdco, and of all officers, if any, as of the Closing Date.

(5) **Corporate Action.** All appropriate action of the sole director, shareholder and officer of Sonny Sports Holdco shall have been taken and all requisite consents and approvals shall have been obtained to transfer the Purchased Shares to the Purchasing Shareholders.

Section 7.2 Vendor's Conditions

The obligations of the Vendor under this Agreement are subject to the conditions set out in this Section 7.2 which are for the exclusive benefit of the Vendor and all or any of which may be waived, in whole or in part, by the Vendor in its sole discretion by notice given to the Purchasing Shareholders. The Purchasing Shareholders shall take all actions, steps and proceedings as are reasonably within its control to cause each of such conditions to be performed at or before the time specified for Closing.

(1) **Truth of Representations and Warranties.** All representations and warranties of the Purchaser and the Purchasing Shareholders contained in this Agreement shall have been true in all material respects, except for representations and warranties that contain a materiality qualification, which shall be true in all respects, as of the date of this Agreement and shall be true in all material respects, except for representations and warranties that contain a materiality qualification, which shall be true in all respects, as of the Closing Date with the same effect as though made on and as of that date (except to the extent that any representation or warranty is affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement, or otherwise consented to in writing by the Vendor).

(2) **Obligations of Purchaser and Purchasing Shareholders.** The Purchaser and the Purchasing Shareholders shall have performed each of their respective obligations under this Agreement to the extent required to be performed on or before the Closing Date.

(3) **Concurrent Transactions.** Concurrently with the completion of the Purchase, the parties to the Ancillary Agreements shall have executed and delivered the Ancillary Agreements and have completed the transactions contemplated thereby.

(4) **Regulatory Approvals.** All Regulatory Approvals for this Agreement and the Ancillary Agreements shall have been received.

ARTICLE 8– CLOSING

Section 8.1 Closing

The Closing will take place on the Closing Date by means of an electronic closing in which the closing documentation will be delivered by electronic mail exchange of signature pages in pdf or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals.

Section 8.2 Closing Procedures

Subject to the satisfaction or waiver by the relevant Party of the conditions of Closing set out in Article 7, at the completion of the Purchase, the Vendor shall deliver to the Purchasing Shareholders a certificate or certificates representing the Purchased Shares duly endorsed for transfer.

ARTICLE 9 – TERMINATION

Section 9.1 Termination Rights

This Agreement may be terminated on or prior to the Closing Date:

- (a) by mutual written agreement of the Vendor and the Purchasing Shareholders;
- (b) by notice given by the Purchasing Shareholders to the Vendor for failure of a condition under Section 7.1 to be satisfied if the Purchasing Shareholders have not waived such condition at or prior to Closing;
- (c) by notice given by the Purchasing Shareholders if the Closing has not occurred prior to the Outside Closing Date;
- (d) by notice given by the Vendor to the Purchasing Shareholders for failure of a condition under Section 7.2 to be satisfied if the Vendor has not waived such condition at or prior to Closing; or
- (e) by notice given by any Party to the others if a specific right of termination is given to that Party in this Agreement or if there has been a material breach of any provision of this Agreement by another Party and such breach has not been waived by the non-breaching Party.

Section 9.2 Effect of Termination

(1) Each Party's right of termination under this Article 9 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in this Article 9 limits or affects any other rights or causes of action any Party may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement. If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

(2) If this Agreement is terminated pursuant to Section 9.1, all obligations of the Parties under this Agreement will terminate, except that:

- (a) each Party's obligations under Section 10.2, Section 10.4, Section 10.11 and Section 10.12 will survive; and
- (b) if this Agreement is terminated by a Party because of a breach of this Agreement by another Party or because a condition for the benefit of the terminating Party has not been satisfied because another Party has breached any of its representations or warranties, or failed to perform any of its obligations or covenants under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 10– MISCELLANEOUS

Section 10.1 Further Assurances

Each Party shall from time to time promptly execute and deliver all further documents and take all further action as a Party may reasonably request to give effect to the provisions and intent of this Agreement and to complete the Purchase.

Section 10.2 Notice

Unless otherwise specified, each notice to a Party must be given in writing and delivered personally or by courier, sent by prepaid registered mail (but not by electronic mail) to the Party as follows:

If to the Vendor:

Captiva Verde Wellness Corp.
632 Foster Avenue
Coquitlam, BC V3J 2L7
Canada

Attention: Jeffrey J. Ciachurski, Chief Executive Officer
E-mail: [REDACTED: Personal information]

with a copy to:

McMillan LLP
1055 West Georgia Street
Suite 1500, PO Box 1117
Vancouver, BC V6E 4N7
Canada

Attention: James Munro and Leo Raffin
E-mail: james.munro@mcmillan.ca and leo.raffin@mcmillan.ca

If to the Purchaser or the Purchasing Shareholders:

[REDACTED: Personal information]

Attention: Ronnie Strasser
E-mail: [REDACTED: Personal information]

With a copy to:

Garfinkle Biderman LLP
1 Adelaide Street East
Suite 801
Toronto, ON M5C 2V9
Canada

Attention: Shimmy Posen
E-mail: sposen@garfinkle.com

or to any other address or Person that the Party designates. Any notice, if delivered: (a) personally or by courier, will be deemed to have been given and received on the day it is so delivered and at such address; or (b) by pre-paid registered mail, will be deemed to have been given and received on the fourth Business Day following the date of its mailing.

Section 10.3 Time

For every provision of this Agreement, time is of the essence.

Section 10.4 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia.

Section 10.5 Entire Agreement

This Agreement, together with the Ancillary Agreements, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set out in this Agreement and in the Ancillary Agreements. The Parties are not relying on any other information, discussion or understanding in entering into this Agreement and completing the Purchase.

Section 10.6 Amendment

No amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each Person that is a party to this Agreement at the time of the amendment, supplement, restatement or termination.

Section 10.7 Waiver

No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the Parties to this Agreement entitled to grant the waiver. No failure to exercise, indulgence, forbearance or other accommodation, and no delay in exercising, any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

Section 10.8 Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

Section 10.9 Assignment and Enurement

No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties. Any purported assignment of rights or delegation of obligations in violation of this Section 10.9 shall be null and void, and of no effect. This Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

Section 10.10 Counterparts & Electronic Signatures

This Agreement and any other documents to be delivered pursuant to this Agreement may be executed and delivered in (a) any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument, and (b) either paper form or in digital form by electronic transmission in PDF format or by way of an electronic signature platform. Any such digital execution and delivery shall constitute effective execution and delivery of this Agreement and such other documents.

Section 10.11 Submission to Jurisdiction

Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

Section 10.12 Expenses

Except as otherwise expressly provided in this Agreement, each Party shall pay its respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement, as well as any other fees, costs and expenses incurred by it, unless otherwise specifically set out in this Agreement.

[The remainder of this page is intentionally left blank. Signature page follows.]

The Parties have executed this Agreement as of the date first above written.

Vendor:

CAPTIVA VERDE WELLNESS CORP.

Per: (Signed) "Jeffrey J. Ciachurski"

Name: Jeffrey J. Ciachurski

Title: Chief Executive Officer

Sonny Sports Holdco:

1435300 B.C. LTD.

Per: (Signed) "Jeffrey J. Ciachurski"

Name: Jeffrey J. Ciachurski

Title: Director

Purchaser:

(Signed) "*Ronnie Strasser*"

RONNIE STRASSER

Purchasing Shareholders:

(Signed) "*Samantha Moses*"

SAMANTHA MOSES

(Signed) "*Janet Nicolson*"

JANET NICOLSON

(Signed) "*Jordan Goodman*"

JORDAN GOODMAN

(Signed) "*Alyssa Markowitz*"

ALYSSA MARKOWITZ

(Signed) "*Joel Goodman*"

JOEL GOODMAN

(Signed) "*Ronnie Strasser*"

RONNIE STRASSER

SCHEDULE "A"
Purchasing Shareholders

Name	# of Vendor Shares	# of Vendor Warrants	# of Purchased Shares
Samantha Moses	10,000,000	10,000,000	606.74 Class A Common shares 292.14 Class B Common shares 224.72 Class C Common shares
Janet Nicolson	15,000,000	15,000,000	910.11 Class A Common shares 438.20 Class B Common shares 337.08 Class C Common shares
Jordan Goodman	15,000,000	15,000,000	910.11 Class A Common shares 438.20 Class B Common shares 337.08 Class C Common shares
Alyssa Markowitz	15,000,000	15,000,000	910.11 Class A Common shares 438.20 Class B Common shares 337.08 Class C Common shares
Joel Goodman	20,000,000	-	1,213.48 Class A Common shares 584.27 Class B Common shares 449.44 Class C Common shares
Ronnie Strasser	14,000,000	-	849.45 Class A Common shares 408.99 Class B Common shares 314.60 Class C Common shares
TOTAL:	89,000,000	55,000,000	5,400 Class A Common shares 2,600 Class B Common shares 2,000 Class C Common shares

**SCHEDULE “B”
Form of Mutual Release**

[REDACTED: Commercially sensitive information.]

**SCHEDULE “C”
Form of Debt Assumption and Settlement Agreement**

[REDACTED: Commercially sensitive information.]

SCHEDULE “D”
Forms of Promissory Notes

See attached.

SCHEDULE “E”
Assigned Loans Acknowledgement

[REDACTED: Commercially sensitive information.]