

ASSIGNMENT OF RIGHTS

This assignment of rights (this "Assignment") is entered into as of **January 1, 2018** (the "Effective Date") by, between, and among:

- i. **Dr. Philip Wen**, a California resident ("Dr. Wen");
- ii. **Yuhsin Wen**, a California resident ("Yuhsin Wen");
- iii. **Flora's Gold LLC**, a California limited liability company ("Flora's");
- iiii. **Tomate Soleil Rouge**, a California non-profit mutual benefit corporation ("Tomate," together with Dr. Wen, Yuhsin Wen, and Flora's, the "Assignors"); and
- V. **SAP Global**, a California corporation (the "Assignee").

Each of Assignor and Assignee may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Dr. Wen is the sole member and manager of Flora's, Yuhsin Wen is the sole manager of Tomate, and Yuhsin Wen is Dr. Wen's mother.

WHEREAS, Flora's entered into a commercial lease with Packworth Apartments, dated October 26, 2017 (the "Lease"), with respect to the property identified as Address redacted (the "Property").

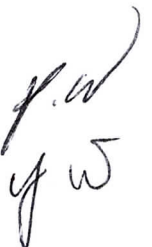
WHEREAS, Tomate is the holder of Conditional Use Permit License no. redacted, approved and issued by Cathedral City, California, as of November 15, 2017, identifying the operating premises of SAP Global at the Property (the "CUP").

WHEREAS, Tomate is the holder of Medical Cannabis Business Local License for Cultivation (License no. redacted), issued by Cathedral City, California, on May 18, 2017, identifying the operating premises of SAP Global at the Property ("MCLC").

WHEREAS, Tomate is the holder of Medical Cannabis Business Local License for Manufacturing (License no. redacted), issued by Cathedral City, California, on July 12, 2016, identifying the operating premises of SAP Global at the Property ("MCLM").

WHEREAS, Yushin Wen is the holder of Temporary Manufacturing License of Medicinal Cannabis Products, M-Type 7: Volatile Solvent Extraction License no. redacted, approved and issued by the State of California, Department of Public Health, Manufactured Cannabis Safety Branch, effective as of January 1, 2018, identifying the operating premises of SAP Global at the Property ("CA M-Type").

WHEREAS, Yushin Wen is the holder of Temporary Manufacturing License of Medicinal Cannabis Products, A-Type 7: Volatile Solvent Extraction License no. redacted, approved and issued by the State of California, Department of Public Health, Manufactured Cannabis Safety Branch, effective as of January 1, 2018, identifying the operating premises of SAP Global at the Property ("CA A-Type").



WHEREAS, each of the Assignors, Flora's, Tomate, and Gemini are affiliates of each other and, as Assignors, each desire to assign all of their respective right, title, and interest in and to the CUP, MCLC, MCLM, CA M-Type, and CA A-Type (collectively, the "Entitlements") and the Property to Assignee (collectively, the "Rights").

WHEREAS, the Assignors are intended beneficiaries of the Rights vis-a-vis Gemini's ownership of shares of Assignee's common stock.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and certain other good and valuable consideration, the parties agree as follows:

1. Recitals. The foregoing recitals are a material, substantive, and integral part of this Assignment and are enforceable as if hereinafter restated.

2. Assignment of Rights. Assignors hereby assign to Assignee, One Hundred Percent (100%) of their respective rights, titles, and interests in the Rights, in perpetuity, as of the Effective Date; provided, however, that this Assignment shall convey an exclusive, unlimited license for Assignee to use the Rights in perpetuity to the extent, and for any duration, that the assignment of the Rights, or any of them, is not permitted as a matter of law.

3. Purchase Price. Assignee hereby agrees to pay to Assignor the total sum of Purchase price redacted. and certain other good and valuable consideration, the receipt of which is hereby acknowledged, as the sole and total consideration for this Assignment.

4. Consenting Parties. Each Assignor agrees that, to the extent the effectiveness of any assignment hereunder is subject to the consent of a third party, such Assignor will use its best efforts to promptly obtain such third-party consents.

5. Further Instruments. Each Party agrees to execute and deliver such other and further instruments, and to do such other and further acts, as may be necessary or desirable to effect the transactions contemplated in this Agreement and carry out the intent and purpose of this Agreement, including, but not limited to, executing all documents required by federal, state, and local authorities to transfer title to any of the Rights to Assignee.

6. Indemnification. Each Assignor hereby agrees to indemnify and hold Assignee harmless against any and all liabilities, directly or indirectly, whether accrued, absolute, contingent, or otherwise, including any damages, losses, claims, costs, and expenses (including attorney's fees) arising out of or resulting from any claims against the Assignor arising out of Assignor's rights and obligations concerning the Rights prior to the Effective Date. Assignee will promptly notify an Assignor in writing of any claim upon receipt thereof, including copies of all documents received by Assignee in connection with such claims.

7. Miscellaneous. Each Party to this Assignment agrees: (i) to, upon request, make and deliver or cause to be made and delivered such additional instruments as may be reasonably necessary to carry out the transactions contemplated in this Assignment and in connection with the Rights; (ii) that this Assignment shall be binding upon and inure to the benefit of the Parties, their respective heirs, devisees, executors, administrators, personal representatives, successors, trustees, receivers, and assigns; (iii) that all covenants, warranties, and representations herein shall survive this Assignment, the existence of the Rights, and the Effective Date; (iv) this Assignment shall be governed by the federal laws of the United States of America and the state laws of the State of California, except with regard to the conflicts of law provisions thereof; and (v) this Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Date.

"ASSIGNOR"

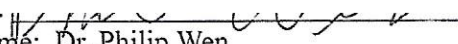
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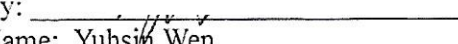
DR. PHILIP WEN

YUHSIN WEN

"Philip Wen"

"Yuhsin Wen"

By: 
Name: Dr. Philip Wen
Title: an Individual

By: 
Name: Yuhsin Wen
Title: an Individual

"ASSIGNOR"

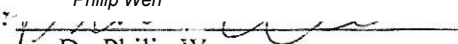
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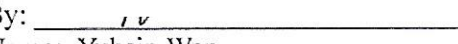
FLORA'S GOLD LLC

TOMATE SOLEIL ROUGE

"Philip Wen"

"Yuhsin Wen"

By: 
Name: Dr. Philip Wen
Title: Managing Member

By: 
Name: Yuhsin Wen
Title: President

"ASSIGNEE"

SAP GLOBAL

By: *"Edgar Montero"*
Name: Edgar Montero
Title: President