

Confidential and Privileged

San Juan, November 13th 2020

[REDACTED]

Natural Ventures PR,
LLC. Oarr. 1, KM 33.6,
Bo. Bairoa Angora
Industrial Park, Caguas,
PR. 00725

Chemesis International,
Inc. Suite 2200 - 885
West Georgia Steet
Vancouver, BC V6C 3E8

[REDACTED]

Natural Ventures PR,
LLC
Carr. 1, PM 33.6, Bo,
Bairoa Angora Industrial
Park, Caguas, PR. 00725

Re. Purchase Option

Of my greatest consideration,

I am pleased to address you, in the or forceful way of expressing to you our intention to formalize the purchase, handover and transfer of the Licenses of Cultivation and Manufacture of Medicinal Cannabis and assets, and the assignment of the current lease(s) corresponding to the following locality(s):

- Cultivation - Carr. 1, KM 33.6, Bo. Bairoa, Angora Industrial Park, Caguas, PR 00725
- Manufacture - Carr. 1, KM 33.6, Bo. Bairoa, Angora Industrial Park, Caguas, PR 00725

In addition to the re-issued licenses and leases, our offer includes all the furniture and equipment installed in the aforementioned properties and anything necessary to meet the parameters required by the Regulatory Board of Medicinal Cannabis (JRCM) to obtain a License to Establish Cultivation and Manufacture of Medicinal Cannabis.

Such transfer, handover or assignment of existing lease contracts must have the express consent of the relevant landlords. The transfer, handover and sale of the Medicinal Cannabis Cultivation and Manufacturing Regulations must be approved and self-made by government authorities, including approval by the Cannabis Governing Board.

Medicinal for the change of ownership and its effective assignment to [REDACTED]. The aforementioned transfer, handover, sale and assignment must be made free of any debts, burden, or encumbrance for any concept except those expressly and formally accepted by [REDACTED].

The intention of Natural Ventures, Chemesis International, [REDACTED] and [REDACTED] is formalized and perfected with the signing of this agreement and with the

establishment of the Medical Cannabis Regulatory Board of the CD-01 for the change of ownership of all the interests that own the cultivation and manufacture licenses the goods, assets, records and any other essential elements that are part of that operation.

The transfer, handover, and assignment of the lease contract will be carried out by a separate allocation instrument that will be notified in a timely manner to the Medical Cannabis Regulatory Board and other governmental authorities with jurisdiction.

The transfer, handover and sale of Medicinal Cannabis Cultivation and Manufacture licenses the goods, assets, records and any other essence elements that are part of that operation will be executed through a contract of transfers of proprietary and active interests, after approval of the Regulatory Board of Cannabis Medicinal. The price of the transfer, handover and sale of Medicinal Cannabis Cultivation and Manufacturing Licenses, goods, assets, records and any another essential item that are part of that operation is four million six hundred thousand US dollars (\$4,600,000.00), and is divided as follows: 1) a down payment of five hundred and fifty thousand US dollars (\$550,000.00) to the signature and approval of the respective Change of Owner by the Regulatory Board of Medicinal Cannabis, 2) the rest of the payment will be made in thirty-six (36) installments of one hundred and twelve thousand and five hundred US dollars (\$112,500.00) up to the balance. This agreement is binding and its compliance is mandatory for Natural Ventures, [REDACTED] (20%) and Chemesis International Inc. (80%), which is why it cannot be rescinded or left without effect, except with the express and formal consent on the part of [REDACTED].

This economic offer is contingent on the "Due Diligence" process that must be carried out within thirty (30) days of the signing and consent to accept the terms of this offer; which will mean relevant review of document and a detailed inventory. In addition, if the proposed business is considered feasible, this offer will be duly agreed into a contract to be executed by the parties.

Signed and Accepted by:

_____/S/_____
[REDACTED]

_____/S/_____
[REDACTED]
Natural Ventures
Chemesis International (80%)
Corporate Resolutions Nros

_____/S/_____
[REDACTED]