



Cor Capital Inc.

CONSULTING AGREEMENT

THIS AGREEMENT (the “Agreement”) dated the 25th day of October, 2017

BETWEEN:

CANNAPAY FINANCIAL INC., a corporate body incorporated under the laws of the province of British Columbia, having an office at Suite 200 – 1238 Homer Street, Vancouver, British Columbia V6B 2Y5

(the “Company”)

- and -

COR CAPITAL INC., a corporate body incorporated under the laws of the province of Ontario, having an office at 217 Hart Avenue, Burlington, Ontario L7N 1N9

(the “Consultant”)

WHEREAS the Company wishes to retain the Consultant to provide the consulting services set out in this Agreement, and the Consultant represents that the Consultant is qualified and desires to perform the services required by the Company as a consultant to, and not as an employee of, the Company.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Engagement of Consultant

- (a) The Company hereby engages the Consultant, and the Consultant hereby agrees to act, as a consultant on a non-exclusive basis in introducing the Company to institutional investors, providing advice with respect to capital structure, financing, merger and capital raising opportunities for the purpose of developing the Company’s business, and such additional services that are requested by the Company and accepted by the Consultant (collectively, the “Services”).
- (b) The Consultant will perform the Services in an efficient, competent, timely and professional manner and provide the standard of care, skill and diligence normally provided by competent professionals performing services similar to those contemplated by this Agreement.
- (c) During the term of this Agreement, the Consultant will:

- (i) devote the time and attention as is required to complete, or cause the completion of, the Services on a timely basis, provided that the Consultant is otherwise entitled to engage in the provision of such services for other clients of the Consultant; and
- (ii) perform the Services at such times as are determined by the Consultant, or directed by the Board of Directors of the Company.

2. Compensation

- (a) The Company shall pay the Consultant for the provision of the Services a fee of \$15,000 (fifteen thousand dollars), plus applicable GST, in Canadian currency, per month, being a total of \$180,000 plus \$9,000 on account of GST for the term of this agreement, payable on signing this Agreement. The fee of \$180,000 and the amount of \$9,000 on account of GST shall be payable by the issuance of an aggregate of 945,000 units of the Company valued at \$0.20 per unit, each unit consisting of one common share of the Company and one common share purchase warrant entitling the holder to acquire one common share at a price of \$1.00 per share for a period of 12 months after issuance.
- (b) In the event the Consultant introduces to the Company investors who subscribe for securities of the Company (a "**Private Placement**"), the Company shall pay the Consultant for the introduction an additional consulting fee in cash equal to 10% of the gross proceeds to the Corporation of the Private Placement.

3. Term

The term of this Agreement shall be one year from the date on which the securities of the Company are listed for trading on a stock exchange, subject to section 9 of this Agreement. This Agreement may be renewed for subsequent one year terms upon agreement by both parties.

4. Nature of the Relationship

- (a) The Consultant shall at all times be an independent contractor and not the servant, employee or agent of the Company. No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or by any action of the parties under this Agreement.
- (b) The Consultant shall have control over the manner and means of its performance.
- (c) The Consultant shall not be entitled, as a result of or pursuant to this Agreement, to rights or privileges applicable to employees of the Company including, but not limited to, liability insurance, group insurance, pension plans, holiday paid vacation and other benefit plans which may be made available from time to time by the Company to its employees.
- (d) The Consultant acknowledges that as an independent contractor, the Consultant will not qualify for any assistance under the *Employment Insurance Act* (Canada).

5. **Non-Exclusivity**

Nothing herein shall preclude the Consultant from providing services to other clients of the Consultant.

6. **Confidentiality**

The Consultant agrees to retain all non-public information concerning the Company's projects, management and affairs in confidence and to use such non-public information only in connection with its performance of the Services. Such non-public information shall not include information that (i) is or becomes known to the public generally through no wrongful act of the Consultant or its representatives, (ii) has been approved for release by the Company in writing, (iii) was in the Consultant's lawful possession prior to the time of disclosure by the Company to the Consultant, or (iv) was received by the Consultant from a third party who has the right to transfer or disclose it. The foregoing shall not prevent the Consultant from making such disclosure as is required under any applicable law, rule, policy, instrument, rule or regulation, including the rules and policies of any applicable stock exchange.

7. **Assurances – No Conflict**

The Consultant hereby represents and warrants that it has no obligations to any third party which in any way limit or restrict its ability to provide the Services to the Company. The Consultant agrees that it will not disclose to the Company, nor make use in the performance of the Services, any trade secrets or other proprietary information of any third party.

8. **Compliance with Provincial and Federal Laws**

The Consultant will comply with all requirements of any applicable federal, provincial, or local law, rule, or regulation. The Consultant covenants that it has, and will at the time of performance have, all licenses, work permits or other authorizations required to enable the Consultant to perform Services under this Agreement in the jurisdiction where the Services are to be performed.

9. **Termination**

In the event that the Consultant violates any of the material provisions of this Agreement or fails in a material way to properly perform the Services, at the option of the Company, this Agreement will at once cease and terminate, and the Company will be under no obligation to the Consultant except for such Services as may have been performed up to the date of termination of this Agreement.

10. **Assignment and Subcontracting**

- (a) Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.
- (b) The Consultant may not subcontract the provision of the Services or any obligation of the Consultant under this Agreement.

11. Notices

Any notice required or permitted to be given under this Agreement will be in writing and may be delivered personally, by email, facsimile or by prepaid registered post addressed to the parties at the above mentioned address or at such address of which notice may be given by either of such parties. Any notice will be deemed to have been received, if personally delivered or sent by email or facsimile, on the date of delivery and if mailed as aforesaid, then on the fourth business day after the day of mailing.

12. Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of the Province of Ontario without regard to any conflicts of laws principles that could require application of any other law, and the parties attorn to the non-exclusive jurisdiction of the courts of Ontario.

13. Amendment and Waiver

This Agreement may only be amended by further written agreement executed and delivered by the parties. Except as otherwise provided, no waiver or consent by a party to any breach or default by any other party will be effective unless evidenced in writing, executed and delivered by the party so waiving and consenting, and no waiver or consent effectively given as aforesaid will operate as a waiver of or consent to any further or other breach or default in relation to the same or any other provision of this Agreement.

14. Miscellaneous

- (a) The parties hereto shall perform all such acts, execute and deliver all such instruments, documents, and writings and give all such assurances as may be necessary to give full effect to this Agreement.
- (b) If any provision of this Agreement shall be found or deemed to be unenforceable, illegal or invalid, this Agreement shall be construed as if such provision was omitted and the remainder of this Agreement shall not be affected thereby.
- (c) This Agreement may be executed in counterpart and by electronic means.
- (d) Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first written above.

CANNAPAY FINANCIAL INC.

By: 

COR CAPITAL INC.

By: 

Garett Prins
President

AMENDING AGREEMENT

This amending agreement is dated as of April ^{N₈J 30}, 2018 (the "Amending Agreement") between the Yield Growth Corp. (formerly known as Cannapay Financial Inc.) ("Yield") and Cor Capital Inc. ("Cor").

Whereas, the parties to the consulting agreement dated October 25, 2017 between Yield and Cor (the "Consulting Agreement") have mutually agreed to amend the Consulting Agreement and have entered into this Amending Agreement to effect such amendment.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Amendment to the Agreement

Section 2(a) of the Consulting Agreement is hereby deleted in its entirety and replaced with:

"(a) The Company shall pay the Consultant a signing fee of \$15,000 plus applicable GST, in Canadian currency, and for the provision of the Services a fee of \$13,750 plus applicable GST per month for the term of this Agreement. Total fees of \$180,000 plus \$9000 on account of GST under this Agreement are payable on the signing of this Agreement by the issuance of an aggregate of 945,000 units of the Company valued at \$0.20 per unit, each unit consisting of one common share of the Company and one common share purchase warrant entitling the holder to acquire one common share at a price of \$1.00 per share for a period of 12 months after issuance."

2. Effect of Amendment

The parties confirm that the Consulting Agreement, as amended by this Amending Agreement, remains in full force and effect. From the date hereof, the Consulting Agreement and this Amending Agreement shall be read together to the extent reasonably possible as though all of the terms of both documents were contained in one instrument.

3. Enurement

This Amending Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

4. Governing law

This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and any applicable federal laws of Canada.

5. Counterparts

This Amending Agreement may be executed and delivered by the parties hereto in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

Each of the parties have executed and delivered this Agreement, as of the date noted at the beginning of this Agreement.

THE YIELD GROWTH CORP.

By: 

Authorized signatory

COR CAPTIAL INC.

By: _____
Authorized signatory