

**The Yield Growth Corp.**  
**Suite 200 – 1238 Homer Street**  
**Vancouver, BC V6B 2Y5**

August 13, 2020

**CONFIDENTIAL**

**Re: Purchase of Jusu Assets**

This letter will serve as a binding agreement (the “**Letter Agreement**”) between The Yield Growth Corp. (“**Yield**”) and each of Jusu Body Inc. (“**Body**”), Jusu Bar Inc. (“**Bar**”) and Jusu CBD Inc. (“**CBD**”) (collectively, the “**Vendors**”) and Bruce Mullen (“**Mullen**”), an individual, respecting the acquisition by Yield from the Vendors of their respective assets described in Schedule A to this Letter Agreement (the “**Purchased Assets**”).

It is intended that this Letter Agreement be binding upon the parties hereto, until terminated in accordance with the provisions hereof. The parties will negotiate in good faith the terms and conditions of a definitive agreement which shall supersede this Letter Agreement (the “**Definitive Agreement**”) and related documentation on or by October 15, 2020 (or such other later date as may be mutually agreeable between the parties hereto), which will set forth all of the terms and conditions of the transaction contemplated by this Letter Agreement (the “**Transaction**”) including, without limitation, representations, warranties, covenants and conditions customarily contained in agreements for similar commercial transactions. All such documentation shall be in form and content satisfactory to Yield and each of the Vendors, acting reasonably and in good faith.

By the Vendors’ and Mullen’s acceptance hereof, Yield and the Vendors and Mullen agree as follows:

1. The Transaction

Each of the Vendors owns all right, title and interest in and to its respective Purchased Assets indicated in Schedule A, all of which shall be sold to Yield in consideration for aggregate consideration of \$2,250,000 CAD (the “**Purchase Price**”) as detailed in Schedule B. Yield may acquire the Purchased Assets through one or more of its subsidiaries.

The transaction is an asset purchase, and for clarity, Yield is not obligated to take over any existing obligations, employees, commitments, contracts, purchase orders, or any other form of agreements prior to the acquisition date incurred or approved by the Vendors. Any expenses relating to the ownership or use of the Purchased Assets that are incurred prior to the Closing Date shall be the sole responsibility of the Vendors and any such expenses that are incurred after the Closing Date shall be the responsibility of Yield.

**a. *Payment of the Purchase Price***

The Purchase Price shall be payable by the issuance of 22,500,000 units of Yield (“**Units**”) at a deemed price of \$0.10 per Yield Unit. Each Yield Unit will be comprised of one common share (each

a “**Unit Share**”) and one transferable warrant (each a “**Unit Warrants**”) entitling the holder to acquire one additional common share of Yield (a “**Unit Warrant Share**”) at a price of \$0.11 per Unit Warrant Share for a period of two years from the Closing Date.

The number of Units issuable to each Vendor in payment of the Purchase Price is indicated in Schedule B.

**b. Additional Units**

If within three years of the Closing Date the quarterly or annual financial statements of Yield for any period indicate that Yield has generated \$5 million in gross revenues through the sale of Jusu Products (as hereinafter defined), the Vendors shall be paid 2,500,000 units of Yield (“**Additional Units**”) comprised of 2,500,000 common shares (“**Additional Unit Shares**”), and 2,500,000 warrants (“**Additional Unit Warrants**”) entitling their holders to purchase shares (“**Additional Units Warrant Shares**”) at a price equal to the closing price of the shares on the date of issuance.

“Jusu Products” means the products purchased from the Vendors or products manufactured from the formulas purchased from the Vendors.

2. Hold Periods, Escrow and Resale Restrictions

**a. Hold Periods**

The Unit Shares, Unit Warrants and any Unit Warrant Shares issued upon the exercise of Unit Warrants, the Additional Unit Shares, Additional Unit Warrants and any Additional Unit Warrant Shares issued upon the exercise of Additional Unit Warrants will be subject to a four-month resale restriction under applicable Canadian securities laws running from date of issuance of the Units or the Additional Units, as applicable, and shall bear restrictive legends to this effect.

**b. Escrow**

The Unit Shares will be held by Echelon Wealth Partners or another brokerage firm selected by the Buyers (the “**Escrow Agent**”) for a period of 30 months from closing, and may not be sold or transferred by the Vendors until released from escrow. Ten percent of the Unit Shares will be released from escrow at closing, with additional increments of 18% released at each six month interval thereafter.

**c. Additional Resale Restrictions**

Once released from escrow, the Unit Shares will continue to be held by Escrow Agent, and shall be subject to a further resale restrictions (the “**Additional Resale Restriction**”) preventing the sale of more than 30,000 Unit Shares by the Vendors as a group in a single trading day. In the event that the Vendors instruct the Escrow Agent to sell shares which in total exceed 30,000 Unit Shares in a single trading day, the Escrow Agent shall not sell any Unit Shares until the Escrow Agent has received a joint direction from each of the Vendors as to how the sale of such shares is to be allocated as between the Vendors so as not to exceed the permitted daily total.

**d. Termination of Escrow and Additional Resale Restrictions**

Upon any of the following occurring, all of the Yield Shares will be released from escrow and will no longer be subject to the Additional Resale Restriction:

- i. the closing price of Yield's common shares on the Canadian Securities Exchange (the "CSE") is above \$1.00 per common share for five consecutive trading days (subject to adjustment to reflect any share splits or consolidations);
- ii. any person or group of persons acting in concert acquires 90% or more of Yield's issued and outstanding common shares; or
- iii. Yield obtains a listing for its common shares on the Toronto Stock Exchange or the New York Stock Exchange.

**e. No Escrow of Unit Warrants or Underlying Shares**

Neither the Unit Warrants nor any Underlying Shares issued on their exercise will not be subject to escrow or the Additional Resale Restriction.

**3. Conditions to the Transaction**

The obligations of the parties to proceed with the Transaction will be subject to the following conditions being satisfied or duly waived prior to closing of the Transaction (the "Closing Date") or such other date as hereinafter provided:

**a. For the benefit of all parties**

- i. the parties shall have received all necessary regulatory, court and third party consents, orders, approvals, waivers and authorizations as may be required in respect of the Transaction including, without limitation, including without limitation any required Health Canada approvals and all applicable approvals of the CSE and relevant securities commissions, and all such consents and approvals to be on terms and conditions acceptable to Yield and the Vendors, each acting reasonably;
- ii. there being no material actions, suits or proceedings outstanding, pending or threatened against Yield or the Vendors at law or in equity before any federal, provincial, municipal court or other governmental department, commission, bureau, agency or instrumentality;
- iii. each of the parties shall have received all required and appropriate approvals of their respective boards of directors and shareholders for:
  - A. this Letter Agreement;
  - B. the Transaction;
  - C. the Definitive Agreement;

- D. all matters incidental thereto or as may be required to effect the Transaction.
- iv. Bruce Mullen (i) will have been appointed to the board of directors of Yield effective upon closing of the Transaction, and (ii) shall have entered into a non-competition agreement with Yield having the same terms as the non-competition agreements to be entered into a closing by Yield and each of the Vendors pursuant to Section 9;
- v. each of Yield and the Vendors shall have completed their due diligence of the other to their satisfaction, acting reasonably by September 18, 2020 (or such other date as may be mutually agreeable between the parties hereto).

**b. For the benefit of Yield**

- i. the representations and warranties of each of the Vendors to Yield being true and correct at closing;
- ii. no adverse material changes in the business, assets or operations of any of the Vendors having occurred since the date of this Letter Agreement;

**c. For the benefit of the Vendors**

- i. the representations and warranties of Yield to each of the Vendors being true and correct at closing;
- ii. no adverse material changes in the business, assets or operations of Yield having occurred since the date of this Letter Agreement;

4. Representations, Warranties, Covenants and Acknowledgments of Yield

Yield represents, warrants and covenants to and in favour of the Vendors and acknowledges that the Vendors are relying upon such representations and warranties in connection with the Transaction and entering into this Letter Agreement, that:

- (a) it is a corporation validly existing under the *Business Corporations Act* (British Columbia) and has full corporate power and authority to own its assets and conduct its businesses as now owned and conducted;
- (b) it is duly qualified to carry on business, and is in good standing, in each jurisdiction in which the nature of its activities makes such qualification necessary;
- (c) it is a “reporting issuer” in the provinces of British Columbia, Alberta and Ontario, and its common shares are listed on the CSE.
- (d) no securities commission has issued any order preventing the Transaction or the trading in any of the securities of Yield;

(e) it has all requisite corporate power and authority to enter into this Letter Agreement and all documents to be delivered pursuant hereto and, subject to the terms hereof, to perform its obligations hereunder and thereunder;

(f) the information and statements in the Yield public disclosure record is true and correct at the time such documents were filed and contained no misrepresentations;

(g) there are no claims, actions, suits, judgments, litigation or proceedings pending against or affecting Yield which will or may have a material adverse effect upon Yield after giving effect to the Transaction, or which may prevent the completion of the Transaction, and Yield is not aware of any existing ground on which any such claim, action, suit, judgment, litigation or proceeding might be commenced with any reasonable likelihood of success.

5. Representations, Warranties, Covenants and Acknowledgments of the Vendors

Each of the Vendors represents, warrants and covenants to and in favour of Yield and acknowledges that Yield is relying upon such representations and warranties in connection with the Transaction and entering into this Letter Agreement, that:

(a) it is a corporation validly existing under the *Business Corporations Act* (British Columbia) and has full corporate power and authority to own its assets and conduct its businesses as now owned and conducted;

(b) it is duly qualified to carry on business, and is in good standing, in each jurisdiction in which the nature of its activities makes such qualification necessary;

(c) it has all requisite corporate power and authority to enter into this Letter Agreement and all documents to be delivered pursuant hereto and, subject to the terms hereof, to perform its obligations hereunder and thereunder;

(d) it is not insolvent, and has provided Yield with accurate and complete information respecting its creditors and other existing and pending financial obligations and liabilities prior to the date of this Letter Agreement;

(e) the Vendors are the absolute legal and beneficial owner of, and have good and marketable title to, all of their respective Purchased Assets free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever;

(f) no person has, and on the Closing Date no person shall have, any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement to acquire any interest in the Purchased Assets; and

(g) there are no claims, actions, suits, judgments, litigation or proceedings pending against or affecting either of the Vendors and the Vendors are not aware of any existing ground on which any such claim, action, suit, judgment, litigation or proceeding might be commenced with any reasonable likelihood of success.

## 6. Due Diligence

Subject to section 13(a) hereof, each of Yield and the Vendors shall be entitled to complete its due diligence with respect to the Transaction, which shall include (as applicable) a review of all assets, legal matters, litigation and regulatory matters, financial statements, liabilities and working capital amounts, material agreements, employment matters and tax matters. Each of Yield and the Vendors agrees to make available or cause to be made available to the other all documents, books, papers, financial information (including but not limited to, in the case of each of the Vendors, financial statements for its most recent financial year and its most recently completed quarter (the “**Financial Statements**”) in form and content satisfactory to Yield; or agreements relating to the above matters, and shall provide reasonable physical access to perform such due diligence review. In addition, each of Yield and the Vendors agrees to:

- (a) permit or cause to permit the legal and other professional representatives and agents of the other party full access to such books, records and documents;
- (b) execute or cause to be executed such consents, authorizations and directions as may be necessary to provide the other with access to all files, records and information relating to the other’s business, operations, assets, prospects, financial condition and affairs; and
- (c) endeavour to include or cause to be included in the information furnished to the other or obtained by the other in the course of the aforesaid investigations, all information which would reasonably be considered to be relevant for the purposes of the other’s investigation and not knowingly withhold any information which would make anything contained in the information delivered erroneous or misleading.

## 7. Additional Covenants

- (a) The Vendors agree to provide Yield with such information and assistance as Yield may reasonably request in connection with the preparation of any filings or continuous disclosure materials respecting the Purchased Assets or the Transaction that Yield is required to make or prepare in compliance with its obligations as a reporting issuer under applicable Canadian securities laws, including without limitation the preparation of audited or other financial statements of the Vendors. If Yield requires audited or reviewed financial statements of the Vendors for any period, the Vendors shall pay the reasonable cost of their preparation.
- (b) The Vendors will pay their respective creditors from the proceeds from sales of the Yield securities they will receive pursuant to the Transaction.
- (c) The Vendors acknowledge and agree that the Transaction involves the purchase of assets by Yield, which will be using the Purchased Assets in its own business or the business of its subsidiaries following closing. No persons employed by the Vendors will be offered employment by Yield following closing, and the Vendors will continue to be solely responsible for any payments to be made to or in respect of their respective employees following closing.
- (d) Yield and each of the Vendors will conduct its business in the ordinary course between the date of this Letter Agreement and the closing of the Transaction. Notwithstanding the

foregoing, Yield shall be entitled to change its name and undertake private placements and public offerings of its securities prior to closing of the Transaction.

8. Confidentiality

The parties agree that they will keep confidential (except for such disclosure to affiliated parties, their respective employees, officers, directors, advisors, consultants and bankers that may be appropriate in the furtherance of the Transaction and except for such disclosure as may be required by applicable securities or other applicable legislation or the policies of the CSE or other regulatory authority and except such disclosure which is consented to by the other party) all information (“**Confidential Information**”) of a confidential nature obtained by them in connection with the Transaction contemplated by this Letter Agreement. In the event the Transaction is not consummated, the parties will return to one another or destroy at the instruction of the other party all documents and other materials (and copies thereof) obtained from the other party in connection therewith, and neither of the parties hereto will use any Confidential Information other than for the purpose of the evaluation of the Transaction.

9. Non-Competition

Each of the Vendors agrees, subject to Yield making all required payments hereunder and not otherwise being in default hereunder, not to compete with Yield for a period of three years from closing, and at closing, will enter into a non-competition and non-disclosure agreement containing terms standard for a transaction of this nature.

10. Press Release and Continuous Disclosure

Neither party hereto will issue any press release or make any other public announcement relating to the Transaction contemplated by this Letter Agreement without the prior consent of the other party hereto, except that either party may make any disclosure required to be made by it under applicable law, CSE policies or other regulatory policies, if such party determines in good faith that it is appropriate to do so and gives prior notice to the other party.

11. Non-Solicitation

The Vendors shall immediately cease and cause to be terminated all existing discussions and negotiations (including, without limitation, through any advisors or other parties on its behalf), if any, with any parties conducted before the date of this Letter Agreement with respect to any Business Proposal (as defined below) and shall immediately following the dissemination of a press release announcing the entering into of this Letter Agreement request the return or destruction of all Confidential Information provided to any third parties relating to a Business Proposal and shall use all reasonable commercial efforts to ensure that such requests are honoured.

The Vendors shall not, directly or indirectly: (i) solicit, initiate or encourage (including, without limitation, by way of furnishing information or entering into any form of agreement, arrangement or understanding) any inquiries or proposals regarding the acquisition of any right, title or interest in any or all of the Assets (any of the foregoing inquiries or proposals being referred to herein as an “**Business Proposal**”); or (ii) provide any Confidential Information to, participate in any discussions or negotiations relating to any such transactions with, or otherwise cooperate with or assist or participate

in any effort to take such action by, any corporation, person or other entity or group prior to the termination of this Letter Agreement as provided in section 13 hereof.

#### 12. Costs and Expenses

Except as provided for herein, the parties agree that all third party costs and expenses incurred by the parties in connection with the matters and the Transaction contemplated hereby, including without limitation, all legal, accounting, tax, and financial advisor fees shall be borne by the party that incurs the same.

#### 13. Termination

The mutual obligations set forth herein shall terminate in the event that:

- (a) either of the parties not being reasonably satisfied with its due diligence review of the other on or before September 18, 2020 or such later date as may be mutually agreed to by the parties, acting reasonably;
- (b) any applicable regulatory authority or the CSE having indicated to any of Yield or the Vendors that it will not permit the Transaction to proceed;
- (c) the conditions of either party contained herein are not satisfied or waived in writing by the party entitled to the benefit of such condition by the applicable date for the satisfaction of such condition;
- (d) the Closing Date not having occurred by October 15, 2020, and Yield giving notice it does not wish to proceed with the Transaction, and
- (e) as otherwise agreed in writing by the parties hereto;

provided, however, that the obligations set forth in sections 8, 10 and 12 shall survive any such termination.

#### 14. Name Changes upon Closing

At Closing, subsidiaries of Yield will change their corporate names to Jusu Body Corp. and Jusu Bar Corp. Therefore, each of the Vendors shall change their corporate names immediately after closing so they do not contain the mark JUSU or anything confusingly similar thereto. The Vendors agree that as of the Closing, Yield shall have the exclusive use of the JUSU trademark, trade name and logo in perpetuity.

#### 15. General Provisions

- (a) All agreements and other documents will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in such province and the parties hereto irrevocably attorn to the jurisdiction of the courts of such province.



(b) The parties hereto agree that this Letter Agreement constitutes the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

(c) No party hereto may transfer or assign its rights or obligations hereunder without the prior written consent of the other parties hereto.

(d) This letter may be signed in two or more counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement.

If the foregoing accurately sets forth your understanding, please indicate so by executing and returning a copy of this Letter Agreement to the Buyers by courier or facsimile on or before 3:00 pm (Vancouver time) on August 17, 2020. The effective date of this Letter Agreement shall be August 17, 2020 (the "**Effective Date**").

Yours very truly,

**THE YIELD GROWTH CORP.**

Per:

*/s/ "Penny White"*

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**Penny White, President, CEO and Director**

Acknowledged and agreed to by the Vendors and Bruce Mullen this \_\_\_\_ day of August, 2020.

**JUSU BODY INC.**

Per:

*/s/ "Bruce Mullen"*

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**Bruce Mullen, CEO and Director**

**JUSU BAR INC.**

Per:

*/s/ "Bruce Mullen"*

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**Bruce Mullen, CEO and Director**

*[signatures continued on next page]*

**JUSU CBD INC.**

Per:

/s/ "Bruce Mullen"

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**Bruce Mullen, CEO and Director**

**BRUCE MULLEN**

/s/ "Bruce Mullen"

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**Bruce Mullen**

**Schedule A**

**The Assets**

[Schedule Redacted]

## Schedule B

### The Purchase Price

The following table indicates the number to Units each of the Vendors is to receive pursuant to section 1(a) of the Agreement, and the number of Additional Units each of the Vendors may receive in the circumstances set out in section 1(b) of the Agreement.

	<b>Units</b>	<b>Additional Units</b>
Body	13,500,000	1,500,000
Bar	7,875,000	875,000
CBD	1,125,000	125,000
<b>Total</b>	<b>22,500,000</b>	<b>2,500,000</b>