

## PURCHASE OF BUSINESS AGREEMENT

**THIS PURCHASE OF BUSINESS AGREEMENT** (the "**Agreement**") made and entered into this 12th day of April, 2022 (the "**Execution Date**"),

### **BETWEEN:**

Better Plant Sciences Inc. of 200 - 1280 Homer Street, Vancouver, BC V5B 2Y5  
(the "**Seller**")

OF THE FIRST PART

And

Sonya Laurensen, of [REDACTED]  
(the "**Purchaser**")

OF THE SECOND PART

### **BACKGROUND**

- a. The Seller is the owner of all the issued and outstanding shares (the "**Shares**") of Jusu Wellness Inc. of 200 - 1238 Homer Street, Vancouver, BC V6B 2Y5 (the "**Corporation**") which carries on the business of selling consumer products in the Province of British Columbia.
- b. The Seller desires to sell the Shares to the Purchaser, and the Purchaser desires to buy the Shares.

**IN CONSIDERATION** of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

### **Definitions:**

1. The following definitions apply in the Agreement:
  - a. "Closing" means the completion of the purchase and sale of the Shares as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Shares; and
  - b. "Parties" means both the Seller and the Purchaser and "Party" means any one of them.

### **Sale**

2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Shares to the Purchaser and the Purchaser agrees to purchase the Shares from the Seller.

### Purchase Price

3. The price to be paid by the Purchaser to the Seller for the Shares will be one (1) Canadian Dollar (the "**Total Purchase Price**"). Only the payables listed in Schedule A shall *transfer to the Purchaser at Closing*.
4. The Seller will be responsible for filing GST and income tax returns for the Corporation for its year ended November 30, 2021 and for period from December 1, 2021 to Closing. The Seller agrees to prepare these tax returns no later than 3 months after Closing, at which time the general ledger as at Closing will also be updated and provided to the Purchaser. All taxes receivable or payable for all periods prior to the Closing shall accrue to or be for the benefit of or be payable by the Seller, including any GST refund, and any reassments for payroll taxes or income taxes.

### Closing

5. The Closing of the purchase and sale of the Shares will take place on the 15th day of April, 2022 (the "**Closing Date**") at the offices of the Seller or at such other time and place as the Parties mutually agree.
6. At Closing, and upon the Purchaser paying the balance of the Total Purchase Price in full to the Seller, the Seller will:
  - a. provide the Purchaser with duly executed forms and documents evidencing transfer of signing authority and control of the bank accounts of the Corporation;
  - b. provide the Purchaser with duly executed transfers of the Shares;
  - c. deliver to the Purchaser endorsed share certificates representing the Shares, and the Seller will take all steps necessary for the Corporation to enter the Purchaser, or its nominee, on the books of the Corporation, as the holder of the Shares;
  - d. provide a signature for a resolution by the existing director to appoint a new director and President;
  - e. transfer to the Purchaser all financial data, regulatory and corporate filings, minute books, and any material agreements; and
  - f. transfer to the Purchaser all passwords, domain rights, formulas and inventory will be delivered as set out in Schedule "A".

### Payment

7. A deposit of \$1 Canadian Dollars (the "**Deposit**") will be payable by the Purchaser on or before April 15, 2022.

### **Deposit and Failure to Close**

10. If this transaction does not close then the Deposit will be returned to the Purchaser.

### **Seller's Representations and Warranties**

12. The Seller represents and warrants to the Purchaser that:
- a. the Seller has full legal authority to enter into and exercise its obligations under this Agreement;
  - b. the Corporation is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted;
  - c. the Seller is the absolute beneficial owner of the Shares, free and clear of any liens, charges, encumbrances or rights of others, and is exclusively entitled to dispose of the Shares;
  - d. except as otherwise provided in this Agreement, there has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's fee or other similar payment;
  - e. the Seller is a resident of Canada for the purposes of the Income Tax Act;
  - f. the Seller has withheld all amounts required to be withheld under income tax legislation and has paid all amounts owing to the proper authorities;
  - g. the Corporation is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit sharing plan or similar plan;
  - h. the Corporation will not dismiss any current employees or hire any new employees, or substantially change the role or title of any existing employees, provide unscheduled or irregular increases in salary or benefits to employees, or institute any significant changes to the terms of any employee's employment, after signing this Agreement, unless the Purchaser provides written consent;
  - i. there are no claims threatened or pending against the Corporation by any current or past employee relating to any matter arising from or relating to the employment of the employee;
  - j. the Corporation is operating in accordance with all applicable laws, rules, and regulations of the jurisdictions in which it is carried on. In compliance with such laws, the Seller has duly licensed, registered, or qualified the Corporation with the appropriate authorities and agencies;
  - k. the Corporation maintains insurance policies on its assets and such policies are in full force and effect and of an adequate value as would be reasonable in its industry. The

Corporation has neither defaulted under these insurance policies, whether as a result of failure to pay premiums or due to any other cause, nor has the Corporation failed to give notice or make a claim under these insurance policies in a timely manner;

- l. the trademarks and trade names used in carrying on the business of the Corporation are owned exclusively and validly by the Corporation. To the best knowledge of the officers of the Corporation, there are no claims of infringement existing against the patents, trademarks, copyrights or any other trade names used by the Corporation;
  - m. any trademarks and trade names used in whole or in part in or required for the proper operation of the business of the Corporation are validly and beneficially owned by and for the sole and exclusive use of the Corporation;
  - n. to the best knowledge of the officers of the Corporation, the conduct of the Corporation does not infringe on the patents, trademarks, trade names or copyrights, whether domestic or foreign, of any other person, firm or corporation;
  - o. the Corporation owns or is licensed to use all necessary software and it can continue to use any and all computerized records, files and programs after the Closing Date in the same manner as before the Closing Date;
  - p. the Corporation has filed all tax reports and returns required in the operation of its business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Purchaser;
  - q. this Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction; and
  - r. the Corporation is the owner of the assets listed on Schedule "A", attached hereto and incorporated into this Agreement (the "**Assets**").
13. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser. In no event shall the liability of the Seller to the Purchaser for breach of representations exceed the amount of the Total Purchase Price.
14. The Seller warrants to the Purchaser that each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on each representation and warranty.
15. The Seller's representations and warranties will survive the Closing Date of this Agreement.

## **Purchaser's Representations and Warranties**

18. The Purchaser represents and warrants to the Seller the following:
  - a. the Purchaser has full legal authority to enter into and exercise its obligations under this Agreement;
  - b. the corporate Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the corporate Purchaser;
  - c. the Purchaser has funds available to pay the full Total Purchase Price and any expenses accumulated by the Purchaser in connection with this Agreement and the Purchaser has not incurred any obligation, commitment, restriction, or liability of any kind, absolute or contingent, present or future, which would adversely affect its ability to perform its obligations under this Agreement;
  - d. the Purchaser has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment;
  - e. the Purchaser is a resident of Canada for the purposes of the Income Tax Act;
  - f. this Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction; and
  - g. the Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.
19. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.
20. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller is entering into this Agreement in reliance on each representation and warranty.
21. The Purchaser's representations and warranties will survive the Closing Date of this Agreement.
22. Where the Seller has a claim against the Purchaser relating to one or more representations and warranties made by the Purchaser, the Purchaser will have no liability to the Seller unless the Seller provides notice in writing to the Purchaser containing full details of the claim on or before the third anniversary of the Closing Date.

23. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, and the Seller is entitled to recover damages from a third party then the amount of the claim against the Purchaser will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third party.

**Conditions Precedent to be Performed by the Purchaser**

24. The obligation of the Seller to complete the sale of the Shares under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:
- a. all of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date;
  - b. the Purchaser will have provided the name and address of person to be appointed Chief Executive Officer and a director, with a duly signed consent form;
  - c. the Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement; and
  - d. all intercompany loans will be forgiven, specifically there will be no funds owing by the Corporation to the Vendor or any of the Vendor's subsidiaries, which include Urban Juve Provisions Inc., Jusu Wellness Inc. and W & W Manufacturing Inc.

**Conditions Precedent to be Performed by the Seller**

25. The obligation of the Purchaser to complete the purchase of the Shares under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser entirely or in part:
- a. all of the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date;
  - b. the Seller will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Shares to the Purchaser;
  - c. the Seller will have executed all documentation necessary to transfer the Shares to the Purchaser; and

- d. the Seller will provide the Purchaser with complete information concerning the operation of the Corporation, in order to put the Purchaser in a position to carry on in the place of the Seller.

#### **Conditions Precedent Not Satisfied**

26. If either Party fails to satisfy any of its conditions precedent as set out in this Agreement on or before the Closing Date and that condition precedent was not waived, then this Agreement will be null and void and any deposits will be returned to the Purchaser and there will be no further liability as between the Parties.

#### **Employees**

28. The Purchaser has two Employees (the "**Employees**"). The only officer is the President, who is not entitled to any compensation and who will resign at closing.
30. The Seller is in compliance with all applicable foreign and domestic statutory rules and regulations respecting employment and employment practices and has withheld and reported all amounts required by law with respect to wages and salaries and the Seller is not liable for any accrued taxes or penalties and is not liable or in arrears to any government pension, social security or unemployment insurance authority. The Seller indemnifies the Purchaser for any future liabilities relating to employment and employment practices where the subject of the liability occurred prior to or on the Closing Date.

#### **Assumption of Liabilities and Indemnification**

31. It is understood and agreed between the Parties that the Purchaser is assuming and will be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Corporation at the Closing Date. A list of known liabilities is attached hereto as Schedule A.
32. The Seller hereby agrees to indemnify, defend (by counsel retained and instructed by the Seller) and hold harmless the Purchaser (and its agents and employees) from and against any and all losses, costs (including solicitors' fees), damages, expenses, claims, demands and liabilities arising out of (or in consequence of) any sale or act by the Company which occurred prior to Closing, except for the obligation to pay the liabilities listed in Schedule A.

#### **Transfer of Third-Party Contracts**

33. This Agreement is not to be construed as an assignment of any third party contract from the Seller to the Purchaser if the assignment would be a breach of that third party contract.
34. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.

35. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Corporation resulting from the failure of the Purchaser to acquire any third party contracts.

#### **Notices**

36. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

#### **Expenses/Costs**

37. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

#### **Dividends**

38. Any dividends earned by the Shares and payable on or before the Closing Date of this Agreement will belong to the Seller and any dividends earned by the Shares and payable after the Closing of this Agreement will belong to the Purchaser.
39. Any rights to vote attached to the Shares will belong to the Seller on or before the Closing Date and will belong to the Purchaser after the Closing Date.

#### **Severability**

40. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.
41. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

#### **Governing Law**

42. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
43. The courts of the Province of British Columbia will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

#### **General Provisions**

44. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation

stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.

45. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.
46. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
47. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.
48. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
49. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
50. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
51. Time is of the essence in this Agreement.
52. This Agreement may be executed in counterpart.
53. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal as of the Execution Date.

**BETTER PLANT SCIENCES INC.**

Per:     /s/ "Penny White"      
Authorized Signatory

    /s/ "Sonya Laurensen"      
**SONYA LAURENSSEN**

Schedule "A"

List of Liabilities

<b>Jusu Wellness Inc.</b>						
<b>List of liabilities as of April 5, 2022 (DRAFT)</b>						
<b>Accounts Payable as at April 5, 2022</b>		<b>32,300.94</b>				
Name	Total	Current	31 to 60	61 to 90	91+	
CEO Law	1,327.75	0.00	0.00	0.00	1,327.75	
Complete Shipping Solutions	272.36	272.36	0.00	0.00	0.00	
DLS Marketing & Broker Services Ltd	765.64	0.00	0.00	0.00	765.64	
Enviroway Detergent Man. Inc.	14,347.92	0.00	2,841.05	3,460.53	8,046.34	
Hub International	941.00	470.50	470.50	0.00	0.00	
Maestro Graphics Inc.	6,236.86	0.00	0.00	0.00	6,236.86	
Mieux Digital	1,575.00	0.00	0.00	0.00	1,575.00	
New Direction Aromatics	144.57	101.77	42.80	0.00	0.00	
Shea Butter Market Inc.	785.23	0.00	782.15	0.00	3.08	
Thank You Merci Sales and Merchandising	2,929.99	0.00	2,405.49	124.20	400.30	
UPS	633.72	0.00	633.72	0.00	0.00	
Vancouver Graphics Group	154.56	0.00	0.00	0.00	154.56	
Westkey Graphics Ltd.	2,186.34	0.00	0.00	0.00	2,186.34	
<b>Total outstanding:</b>	<b>32,300.94</b>	<b>844.63</b>	<b>7,175.71</b>	<b>3,584.73</b>	<b>20,695.87</b>	
Other liabilities:						
<b>PST payable</b>	<b>363.91</b>					
<b>5-year Lease of 555 Ardersier Unit B18, commenced on June 1, 2021</b>						