

LOAN AGREEMENT

THIS AGREEMENT is dated for reference the 27th day of April, 2018

BETWEEN:

FCM GLOBAL S.A.S., a corporation having an address of Calle 7 Sur
#42-70 Oficina 1412 Medellín, Colombia;

(the "Borrower")

AND:

ORION NUTRACEUTICALS INC., a company having an address of
300 – 1055 West Hastings St. Vancouver, BC, V6E 2E9

(the "Lender")

WHEREAS the Lender and the Borrower wish to enter into a certain letter of intent (the "LOI"), whereby the Lender proposes to acquire up to 49% of the issued share capital of the Borrower pursuant to the terms of the LOI (and Definitive Agreement as defined herein);

AND WHEREAS the Borrower requires funding in connection with the capital requirements related to certain milestones in connection with Project (as defined in the LOI);

AND WHEREAS in accordance with the LOI, the Lender has agreed to lend the Borrower the Loan (as defined herein) on the terms and conditions of this loan agreement (the "Agreement").

AGREEMENTS

All capitalized terms not otherwise defined herein have the meanings assigned to them in the LOI.

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. **Loan.** The Lender agrees to lend an unsecured amount of an aggregate US\$200,000 (the "Loan") to be advanced in tranches.

Any outstanding balance of the Loan owed by the Borrower shall be attributed as cash consideration paid by the Lender toward the purchase price for the Target Shares under the terms and conditions of the LOI or definitive agreement ("Definitive Agreement") as contemplated in the LOI.

2. **Loan Tranches.** The Lender shall advance to the Borrower the Loan in tranches (each, a "Loan Tranche"). The first Loan Tranche of US\$100,000 shall be advanced to the Borrower upon execution of this Agreement, and the second and final Loan Tranche comprising of US\$100,000 shall be advanced to the Borrower, during the month of May, 2018, or any other time as agreed to amongst the parties, upon written request by the Borrower to the Lender.
3. **Use of Proceeds.** The Borrower covenants and agrees with the Lender that the Loan will be used by the Borrower for the sole purpose of completing the Project.

4. **Loan Repayment.** In the event:

- (a) the LOI or Definitive Agreement is not entered into by the parties; or
- (b) the LOI or Definitive Agreement is terminated by the parties for any reason whatsoever;

any outstanding balance of the Loan, including accrued interest, shall be due and payable by the Borrower to the Lender on the first year anniversary of the execution of this Agreement.

Alternatively, rather than repaying the outstanding balance of the Loan in cash, the Borrower may, at the sole discretion of the Lender, repay any portion of the outstanding balance of the Loan in FCM Product at rate of US\$1.60 per gram. The cost and logistical arrangements regarding the delivery of the FCM Product will be negotiated in good faith among the parties.

The Borrower may repay any portion of the Loan at any time prior to maturity, without penalty.

5. **Interest.** Interest shall accrue on the principal amount of each Loan Tranche, as applicable, calculated 6 months from the date of advance of each Loan Tranche, at the rate of 1% per month until the earlier of repayment of the Loan or expiry of this Agreement. All interest payments shall be net of any withholding taxes, if applicable and due on maturity.

6. **Change of Control:** In the event of a change of control of the Borrower, then the Lender shall have the right to accelerate the repayment of the Loan, and it shall in such case be repayable within 30 days of the Lender giving such notice to the Borrower.

7. **Representations and Warranties.** The Borrower represents and warrants to the Lender as follows:

- (a) the Borrower is a body corporate incorporated under the laws of Colombia, has not been discontinued or been dissolved under such legislation and is in good standing in accordance with such legislation;
- (b) the Borrower has the power and authority to carry on its business as now being conducted and as contemplated in the LOI and Definitive Agreement; and
- (c) this Agreement has been, and the LOI and Definitive Agreement and all ancillary instruments or documents issued and delivered hereunder when executed, will have been duly authorized by all necessary action of the Borrower and each constitutes or will constitute a legal, valid and binding obligation of the Borrower enforceable against it in accordance with their terms.

8. **Assignment.** Neither party may assign this Agreement or any interest herein without the prior written consent of the other, which consent may be arbitrarily withheld.

9. **Event of Default.** The principal amount of the Loan outstanding shall immediately become payable upon demand by the Lender, unless otherwise waived in writing by the Lender, in any of the following events (each an "Event of Default"):

- (a) if the Borrower shall become insolvent or shall make a general assignment for the benefit of its creditors, or if an order be made or an effective resolution be passed for the winding-up, merger or amalgamation of the Borrower or if the Borrower shall be declared bankrupt or if a custodian or receiver be appointed for the Borrower under the applicable bankruptcy

and insolvency legislation, or if a compromise or arrangement is proposed by the Borrower to its creditors or any class of its creditors, or if a receiver or other officer with like powers shall be appointed for the Borrower; or

- (b) if the Borrower defaults in observing or performing any other covenant or agreement of this Agreement on its part to be observed or performed and such default has continued for a period of 7 days after notice in writing has been given by the Lender to the Borrower specifying such default.

10. **Notices.** Any notice, direction or other document required or permitted to be given pursuant to this Agreement shall, unless otherwise specifically provided, be given in writing and may be mailed, postage prepaid by registered mail, sent by facsimile transmission or personally served upon the appropriate party at the following addresses:

If to the Borrower: **FCM Global S.A.S.**
 Attention: Carlos Velasquez
 Calle 7 Sur #42-70 Oficina 1412
 Medellín, Colombia
 email: cvelasquez@verdecann.com

If to the Lender: **Orion Nutraceuticals Inc.**
 Attention: Jonathan Fiteni
 300 – 1055 West Hastings St.
 Vancouver, BC, V6E 2E9
 email: jf@orionnutra.ca

Any notice, direction or other document given:

- (a) by registered mail as set out above shall be deemed to have been given on the date of actual receipt by the addressee;
- (b) by personal delivery as set out above shall be deemed to have been given and received on the date on which it was so delivered or on the first business day thereafter if the date of delivery is not a business day in the place of delivery; and
- (c) by email transmission as set out above shall be deemed to have been given and received on the date on which it was so transmitted or on the first business day thereafter if the date of transmission is not a business day in the place of receipt or if the time of transmission is after 4:00 p.m. at the place of receipt.

Any party may change its address for notice by notifying the other parties to this Agreement in accordance with the provisions of this paragraph. If for any reason the method of giving notice selected by a party is impracticable, then such party shall be obliged to select an alternate method of giving notice.

11. **Governing Laws.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Lender and the Borrower submit to the jurisdiction of the Courts of the Province of British Columbia and agree to be bound by any suit, action or proceeding commenced in such Courts and by any order or judgment resulting from such suit, action or proceeding.

12. **Amendment.** This Agreement may be changed only by or pursuant to an agreement in writing signed by the parties hereto.
13. **Counterparts.** This Agreement may be signed in one or more counterparts, originally or by facsimile or electronically reproduced equivalent, each such counterpart taken together shall form one and the same agreement.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement on the date first above written.

FCM GLOBAL S.A.S.

ORION NUTRACEUTICALS INC.

“Carlos Velasquez”

“Jonathan Fiteni”

Per: Authorized Signatory

Per: Authorized Signatory