

Cannabis Beverage Joint Development Agreement

This Cannabis Beverage Joint Development Agreement ("**Agreement**"), dated and effective as of April 1, 2019 (the "**Effective Date**"), is by and between BevCanna Enterprises, Inc., a Canadian company, with offices located at 1672 W. 2nd Ave., Vancouver, B.C. V6J 1H4 Canada ("**BC**") and Greener Frontiers Corporation, a California corporation, with offices located at 2600 Shanley Road, Auburn, CA 95603 ("**GF**").

RECITALS

A. BC is engaged in the development, manufacture and sale of bottled cannabis infused beverages;

B. GF is engaged in the development of a water soluble cannabis powder using its proprietary DeeperGreen Technology ("**DeeperGreen Technology**");

C. The parties wish to participate in a joint development project to develop cannabis infused beverages using DeeperGreen Technology. The parties are willing to grant each other rights to their background intellectual property during the joint development project to permit them to conduct their research and development activities under this Agreement;

D. The parties desire to allocate ownership and license rights to the technology developed by, or acquired by either of them for, the joint development project and to allow them to jointly commercialize products developed during the joint development project; and

E. The parties have agreed that BC shall have an exclusive option during the Term to acquire all right, title and interest in and to GF and/or its assets.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Definitions.** For purposes of this Agreement, the following terms have the following meanings:

"Background Intellectual Property" means BC Background Intellectual Property and GF Background Intellectual Property.

"BC Background Intellectual Property" means Intellectual Property owned or controlled by BC which are necessary to permit GF to perform its obligations under this Agreement and (a) were made, invented, developed, created, conceived, reduced to practice, or have a filing date before the Effective Date and relate to BC's cannabis infused beverages and are not Developed Intellectual Property; or (b) were acquired by BC during the Term of this Agreement, relating to BC's cannabis infused beverages and are not Developed Intellectual Property. BC Background Intellectual Property includes, with respect to each of the foregoing items, all rights in any patents or patent applications, copyrights, trade secret rights, and other Intellectual Property rights relating thereto.

“Business Day” means a day other than a Saturday, Sunday, or other day on which commercial banks in San Francisco, CA are authorized or required by Law to be closed for business.

“Change of Control” means with respect to a party, a change of the person or entity that has control, directly or indirectly, of that party. For purposes of this definition, the term “control” means the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise/direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person, and “controlled by” and “under common control with” have correlative meanings.

“Commercially Reasonable Efforts” means the carrying out of a party’s obligations under this Agreement with a level of effort and resources consistent with the judgment, efforts, and resources that the party who bears the performance obligation or a comparable third party in the beverage industry would employ for products of similar strategic importance and commercial value that result from its own research efforts. Commercially Reasonable Efforts includes: (a) promptly assigning responsibility for development activities to specific employees who are held accountable for progress and monitoring such progress on an on-going basis; (b) setting and consistently seeking to achieve specific and meaningful objectives and timelines for carrying out such development activities; (c) consistently making and implementing decisions and allocating resources designed to advance the progress of such objectives and timelines; and (d) employing compensation systems for its employees that are no less favorable than the compensation systems the party applies with respect to its other programs with technology and products of similar potential.

“Competing Product” means any product, method, process, or other subject matter that (a) has the same active ingredient or mechanism of action as a Joint Development Product (as defined below), or (b) is, or readily can be, applied, used, or adapted for any application or use in substitution for or competition with any Joint Development Product (as defined below).

“Confidential Information” means any Information that is treated as confidential by a party, whether in oral, written, electronic, or other form or media, whether or not such Information is marked, designated, or otherwise identified as “confidential,” and includes any Information that due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be non-public, confidential, or proprietary.

Confidential Information does not include Information that: (a) was already known by or in the possession of the receiving party without restriction on use or disclosure before the receipt of such Information directly or indirectly from or on behalf of the disclosing party; (b) was or is independently developed by the receiving party, as established by documentary evidence, without reference to or use of any of the disclosing party’s Confidential Information; (c) was or becomes generally known by the public other than as a result of any breach of this Agreement, or other wrongful act, of the receiving party; or (d) was or becomes available to the receiving party from a third party who was not, at the time, under an obligation to the disclosing party or any other person to maintain the confidentiality of such Information.

“DeeperGreen Technology” means a water soluble powder containing cannabis for use in cannabis infused beverages and possible other edible products, defined as the DeeperGreen process and any statutory or non-statutory intellectual property rights in any jurisdiction, including any issued, pending, registered, filed or unified application for any patent (including any utility, design or plant patent, and including any continuation, continuation-in-part, divisional,

reissue, re-examination, national phase entry or regional phase entry application), copyright, trademark, industrial design, plant breeder's right, Plant Varieties Protection Act registration or other statutory intellectual property right, and any trade secret, knowhow, goodwill, or other intellectual property or other proprietary right, and any written or unwritten title, interest, license, right to bring or participate in any proceedings for past infringement or any other actionable right under or relating to any aspect of the business of a Party, including standard operating procedures, production processes, packaging processes, labelling processes, ingredients, technology, inventions, plant varieties, clonally propagated plant material, stable cultivars, business management processes, compilations of information, contracts, records, specifications, business procedures, label designs, branding, compliance documentation, files, records, documents, drawings, specifications, equipment and data (data includes all information whether written or in an electronic format), and including any suppliers, manufacturers, equipment, methodologies, customer lists or other relevant information, relating to any of the foregoing or otherwise pertaining to the business.

"Developed Intellectual Property" means all Intellectual Property made, invented, developed, created, conceived, or reduced to practice after the Effective Date (a) as a result of work conducted pursuant to this Agreement or by a party in its evaluation, use, or implementation of the other party's Background Intellectual Property, or (b) by a receiving party resulting from and/or using or derived from or based on the other party's Confidential Information, in each case, including all rights in any patents or patent applications, copyrights, trade secrets, and other Intellectual Property rights relating thereto.

"GF Background Intellectual Property" means Intellectual Property owned or controlled by GF which are useful to permit BC to perform its obligations under this Agreement, including, without limit, the DeeperGreen Technology, and (a) were made, invented, developed, created, conceived, reduced to practice, or have a filing date before the Effective Date and relate to GF's DeeperGreen Technology and are not Developed Intellectual Property; or (b) were acquired by GF during the Term of this Agreement, other than by joint acquisition or ownership with BC to the GF's DeeperGreen Technology and are not Developed Intellectual Property. GF Background Intellectual Property includes, with respect to each of the foregoing items, all rights in any patents or patent applications, copyrights, trade secret rights, and other Intellectual Property rights relating thereto.

"Information" means any and all ideas, concepts, data, know-how, discoveries, improvements, methods, techniques, technologies, systems, specifications, analyses, products, practices, processes, procedures, protocols, research, tests, trials, assays, controls, prototypes, formulas, descriptions, formulations, submissions, communications, skills, experience, knowledge, plans, objectives, algorithms, reports, results, conclusions, and other information and materials, irrespective of whether or not copyrightable or patentable and in any form or medium (tangible, intangible, oral, written, electronic, observational, or other) in which such Information may be communicated or subsist.

"Intellectual Property" means all formulas, processes, products, operating processes, protocols, patentable and unpatentable inventions, works of authorship or expression, including computer programs, data collections and databases, and trade secrets, and other Information.

"Joint Development Product" means bottled cannabis infused beverages.

"Joint Development Project" means the development of cannabis infused beverages.

“Joint Development Project Plan” means the essential elements of the Joint Development Project as set out in Schedule A, including details concerning the scope of work, protocols, specifications, schedule of activities, timeline and milestones, the identity of the Joint Development Team Leaders and other participating personnel, payment and funding obligations, and other Joint Development Project requirements.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Losses” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Regulatory Approval” means any and all approvals (including any applicable supplements, amendments, pre- and post-approvals, governmental price and reimbursement approvals and approvals of applications for regulatory exclusivity), licenses, registrations, or authorizations of any Regulatory Authority necessary for any development, manufacture, or commercialization of the Joint Development Product.

“Regulatory Authority” means any governmental regulatory authority, agency, or entity involved in granting Regulatory Approval of, or otherwise regulating any aspect of the conduct, development, manufacture, market approval, sale, distribution, packaging, or use of the Joint Development Product, including the FDA, and California local and state cannabis permitting and licensing authorities.

“Representative” means a party’s employees, officers, directors, consultants, and legal, technical, and business advisors.

“Territory” means worldwide, subject to applicable regulatory approvals.

2. Joint Development Project.

2.1. Joint Development Project Activities. The parties have entered into this Agreement to jointly and collaboratively research and develop one or more Joint Development Products as set forth in this Agreement.

(a) The parties shall work together to develop and improve the functionality, flavors, formulations, and taste profiles of cannabis infused beverages using the DeeperGreen Technology in accordance with the Joint Development Project Plan set out in Schedule A.

(b) Each party shall use Commercially Reasonable Efforts to:

(i) perform its responsibilities in accordance with this Agreement and the Joint Development Project Plan and perform all Joint Development Project

Plan requirements, including by meeting all Joint Development Project Plan timelines and milestones; and

(ii) co-operate with and provide reasonable support to the other party in connection with the other party's performance of its obligations under this Agreement including the Joint Development Project Plan.

(c) The Joint Development Project is a research project and successful completion of the research is not assured. As long as a party uses its Commercially Reasonable Efforts to perform its obligations under this Agreement, including the Joint Development Project Plan, that party shall not be in default under this Agreement for any failure to achieve any particular result or milestone; and

(d) Except as otherwise provided herein, during the Term GF shall:

(i) work exclusively with BC to develop the Joint Development Product;

(ii) not develop, manufacture, or commercialize any Competing Product/product, method, process, or service that is derived from, incorporates, or otherwise uses the Developed Intellectual Property other than the Joint Development Product; and

(iii) except for its Representatives and permitted sublicensees acting within the scope of their express authorization under this Agreement, not enable any third party to develop, manufacture, or commercialize any Competing Product/product, method, process, or service that is derived from, incorporates, or otherwise uses any Developed Intellectual Property without BC's prior written consent.

(e) Upon request, each party shall provide the other party and the Steering Committee a reasonably detailed written report describing the then-current status of all activities for which that party was allocated responsibility under the Joint Development Project Plan. Each party shall provide written notice to the other party within twenty (20) Business Days after each quarter identifying any milestone set out in the Joint Development Project Plan it was unable to meet during that quarter.

2.2. Joint Project Team.

(a) Within twenty (20) Business Days of the Effective Date, each party shall:

(i) appoint Representatives who shall have expertise to perform its respective activities set out in the Joint Development Project Plan (each party's set of Representatives together, the "Joint Project Team");

(ii) appoint one of its Representatives on the Joint Project Team to act as the primary contact for that party (each, a "Joint Development Team Leader"). The Joint Development Team Leaders shall jointly oversee, manage, and coordinate the day-to-day implementation of the Joint Development Project Plan; and

(iii) provide written notice identifying its Joint Project Team members and Joint Development Team Leader to the other party.

(b) The Joint Project Team's responsibilities shall include:

(i) meeting at least once per week at mutually agreed times and places to discuss the status, progress, and activities necessary to meet the Joint Development Project objectives;

(ii) exchanging between the parties all Information relating to the Joint Development Project;

(iii) performing all activities required by the Joint Development Project Plan and ensuring that the parties meet the timelines, milestones, and other requirements required by the Joint Development Project Plan;

(iv) performing any other functions allocated to it under this Agreement or as appropriate to further the purposes of this Agreement as determined by the parties; and

(v) Considering and implementing an intellectual property protection process.

(c) BC will:

(i) Provide detailed listing of the desired product to be developed and expectations for proprietary production in Canada and product development and market testing in California.

(ii) Participate in ongoing management planning and processes that are related to the development in California of a prototype for both product development and expansion to the Canadian market.

(d) GF will;

(i) Make its GF Background Intellectual Property and its management and technical team fully and exclusively available for research and development purposes related to the Joint Development Project.

(ii) Provide all necessary support, technical and building improvement oversight staff, documentation, training and execution to establish a facility and operation(s) in California for the development of processes/procedures/protocol/formulas and manufacturing requirements to facilitate the delivery of a bottled drink product meeting BC requirements.

(iii) Develop formulations and recipes for clarity, shelf life stability, rapid onset and scalability, including the processes and procedures to manufacture BC drink products.

2.3. Conduct of the Joint Development Project.

(a) Each party shall dedicate to the Joint Development Project appropriate time and involvement by its management, and representations including regular participation in various meetings concerning the Joint Development Project to achieve the milestone in the Joint Development Project Plan.

(b) Each Representative of a party who works on the Joint Development Project, attends any meeting concerning the Joint Development Project, or is given access to any of the other party's Confidential Information (a "Participating Individual"), shall be bound by a written agreement requiring such Participating Individual to:

(i) follow that party's policies and procedures for reporting any inventions, discoveries, or other Intellectual Property or Information invented, conceived, developed, derived, discovered, generated, identified, or otherwise made by the Participating Individual that relates to the Joint Development Project (each a "Participant Invention");

(ii) assign to the party all of their right, title, and interest in and to all Intellectual Property rights relating thereto;

(iii) cooperate in the preparation, filing, prosecution, maintenance, defense, and enforcement of any patent;

(iv) perform all acts and sign, execute, acknowledge, and deliver any and all papers, documents, and instruments required to fulfill the obligations and purposes of that agreement; and

(v) be bound by obligations of confidentiality and non-use no less restrictive than those set out in this Agreement.

It is understood and agreed that any agreement required by this Section 2.3(b) does not need to be specific to this Agreement as long as the agreement provides for the binding obligations of the participating individuals as described in this Section 2.3(b).

2.4. Information and Material Exchange.

(a) During the Term, each party shall provide to the other party reasonable access to its Representatives, facilities, books, and records, and such other Information that the providing party believes to be necessary or useful (i) to support the other party's efforts to conduct its Joint Development Project Plan activities or (ii) for the other party to exercise its rights or meet its obligations under this Agreement, and any other Information that the other party reasonably requests for any of the purposes set forth in this Section 2.4(a). These required disclosures include all disclosures required by Section 5.1(a) and any design, development, manufacturing, testing, financial, marketing, sales, quality, and regulatory approval and compliance Information described in the preceding sentence.

(b) Each party may use Information relating to the Joint Development Project, including all tests, studies, data, and reports conducted as part of or concerning the Joint Development Project, for all purposes permitted by this Agreement.

(c) Neither party may use the other party's Information or Materials for any purpose other than solely to perform its obligations under the Joint Development Project Plan in compliance with all applicable Laws. Neither party may sell, transfer, disclose, or otherwise provide access to the providing party's Information or Materials, without the prior express written consent of the providing party. Notwithstanding the foregoing or any other provision of this Agreement, the receiving party may allow access, on a need-to-know basis, to the providing party's Information and Materials by the receiving party's Representatives pursuant to this Section 2.4(c), provided that the Representatives are made aware of and agree to be bound by the restrictions on the Information's and Materials' use set forth in this Agreement.

(d) On expiration or termination of this Agreement, the receiving party shall, as directed by the providing party (i) return to the providing party the providing party's Information, or (ii) otherwise dispose of such Information and Materials.

(e) Any Materials provided to a receiving party are provided "as is" without any warranties, express or implied. Materials provided by or on behalf of a providing party to the receiving party may have biological and/or chemical properties that are unpredictable and unknown at the time of transfer. The receiving party shall use the providing party's Materials with caution and prudence.

(f) All right, title, and interest in and to any Information or Materials a providing party provides to the receiving party, including any replication, copy, derivative, or progeny thereof, including all Intellectual Property rights relating to any of the foregoing, shall be, and remain, vested in the providing party.

2.5. Regulatory Affairs.

(a) The parties shall consult and cooperate with each other on all matters relating to, and in all communications with, any Regulatory Authority concerning the Joint Development Product.

(b) Before making any submission to any Regulatory Authority pursuant to this Agreement, the parties shall consult with and cooperate with each other in preparing and mutually agreeing on the content and scope of such Regulatory Approval submission.

3. Budget.

BC will provide funding on a mutually agreed upon controlled release basis for the DeeperGreen Technology up to a maximum of \$500,000 US (unless further agreed upon by BC) to perform the product development, process development and product analysis for use in a finished BC drink product. Except as otherwise expressly provided in this Agreement, including the Joint Development Project Plan, each party is responsible for all of its own costs and expenses in performing its obligations under the Joint Development Project and neither party is obligated to reimburse the other party for any costs or expenses a party incurs in performing its obligations under the Joint Development Project.

4. Background Intellectual Property Cross-License.

4.1. License to BC. Subject to the terms and conditions of this Agreement, GF, hereby grants to BC during the Term a fully paid up, exclusive, royalty-free, transferable except as permitted under Section 15.9 and a sublicensable license under the GF Background Intellectual Property to: (i) develop the Joint Development Product for commercialization and use in the Territory; and (ii) manufacture and use the Joint Development Product in the Territory as reasonably necessary or useful for BC to perform its development obligations under this Agreement.

4.2. License to GF. Subject to the terms and conditions of this Agreement, BC, hereby grants to GF during the Term a fully paid up, non-exclusive, royalty-free, non-transferable license except as permitted under Section 15.9 and will be sublicensable in the event the Option is not exercised as set forth in Section 6 under the BC Background Intellectual Property to: (i) develop the Joint Development Product for commercialization and use solely in the Territory.

4.3. No Further Rights. Notwithstanding any other provision in this Agreement, under no circumstances shall a party to this Agreement, as a result of this Agreement, have any right under or to the Background Intellectual Property of the other party except for the limited activities and purposes permitted by the licenses set forth in Section 4.1 and Section 4.2.

5. Developed Intellectual Property.

5.1. Invention Disclosure and Record-Keeping.

(a) Each party shall disclose to the other party all Developed Intellectual Property, including copies of all invention disclosures and other similar documents created in the normal course of its business that disclose any conception or reduction to practice of any Intellectual Property constituting Developed Intellectual Property. A party shall make all such disclosures to the other party at least ten (10) Business Days before any public disclosure of such Intellectual Property or any required submission to government agencies in compliance with the requirements of government supported research.

(b) Each party shall maintain contemporaneous, complete, and accurate written records of its Representatives' activities concerning Developed Intellectual Property that provide proof of the conception date and reduction to practice date of any Developed Intellectual Property for which the party's Representative claims inventorship status.

5.2. Ownership of Developed Intellectual Property.

(a) As between the parties, each party shall jointly own all right, title, and interest in and to Developed Intellectual Property invented, created, or otherwise originated jointly by its and the other party's Representatives (the "Developed Intellectual Property"), and in each case the inventorship, creation, and other origination of the relevant Developed Intellectual Property and the rights of ownership shall be determined by U.S. patent and other applicable intellectual property law, as the case may be, regardless of the jurisdiction where the Developed Intellectual Property was invented, conceived, discovered, created, made, developed, reduced to practice, or otherwise perfected or exists.

(b) Each party will have the right, subject to this Agreement and applicable Law, to make, have made, use, offer to sell, sell, and import Developed Intellectual Property and freely exercise, transfer, assign, license, encumber, and enforce all of its rights in

the Developed Intellectual Property without the consent, joinder, or participation of, or payment or accounting, to the other party. Each party hereby unconditionally and irrevocably waives any right it may have under applicable Law as a joint owner of the Developed Intellectual Property to require such consent, joinder, participation, payment, or accounting.

(c) Except as otherwise expressly provided in this Agreement, under no circumstances shall a party, as a result of this Agreement, obtain any ownership interest or other right, title, or interest in or to any other Intellectual Property or Confidential Information of the other party, whether by implication, estoppel, or otherwise, including any items controlled or developed by the other party, or delivered by the other party, at any time pursuant to this Agreement.

For purposes of this definition only, "controlled" means, with respect to any Intellectual Property or Confidential Information, the possession of (whether by ownership or license, other than pursuant to this Agreement) or the ability of a party affiliates to grant the other party access, a license, or a sublicense to Intellectual Property or Confidential Information on the terms and conditions set forth in this Agreement without requiring a third party's consent, or violating the terms of any agreement or other arrangement with or obligation to a third party existing at the time such party affiliates would be required under this Agreement to grant the other party such access, license, or sublicense.

5.3. Developed Intellectual Property Ownership Disputes. The parties shall use Commercially Reasonable Efforts to address all issues concerning the inventorship or ownership of, or any rights to, Developed Intellectual Property in a fair and equitable manner and in accordance with the requirements of U.S. and Canadian patent law to achieve the goals of the Joint Development Project.

5.4. Royalty to BC. In the event GF commercializes any or all of the Developed Intellectual Property, it shall pay a royalty to BC at the rate of five percent (5%) of all gross revenue received per calendar quarter until BC recovers 2x the amount of funds expended for the development of the Joint Development Project, including any funds expended by BC for Intellectual Property protection. Payment shall be due in full within thirty (30) days of the end of each calendar quarter.

5.5. Patent Application Filing and Prosecution.

(a) BC shall be the prosecuting party and determine the patent filing strategy for any patent applications covering Developed Intellectual Property, and determine and resolve any issues concerning the preparation, filing, prosecution, or maintenance of any Developed Intellectual Property patent applications, patents, or other Intellectual Property applications or registrations.

(b) GF shall make its Representatives reasonably available to BC to assist BC in the preparation, filing, prosecution, and maintenance of patent applications and patents concerning Developed Intellectual Property. GF shall execute and deliver to BC all descriptions, applications, assignments, and other documents and instruments in carrying out the provisions of this Section 5.5(b).

5.6. Enforcement of Developed Intellectual Property.

(a) A party receiving notice of an alleged infringement of any Developed Intellectual Property or is a party to a declaratory judgment action alleging the invalidity or non-infringement of any Developed Intellectual Property patent, shall promptly provide written notice to the other party of the alleged infringement or declaratory judgment action, as applicable. BC shall determine the parties' response and course of action, including the commencement of any suit or other proceeding to enjoin, prohibit, or otherwise secure the cessation of such infringement costs of suit and the parties shall:

(i) Cooperate with each other, including giving testimony and producing documents lawfully requested in the course of the suit or other proceeding and cause its Representatives to cooperate with the other party;

(ii) share equally all out-of-pocket costs and expenses, including reasonable attorneys' and experts' fees, incurred in commencing and maintaining such suit unless otherwise mutually agreed to by the parties; and

(iii) BC has the right to receive payment of the balance of any settlement amount, damages, or other monetary awards recovered in connection with the suit or proceeding that remains after reimbursement of their respective actual out-of-pocket costs and expenses paid pursuant to Section 5.6(a), until all two times (2x) cost and expenses of developing and protecting the Developed Intellectual Property are fully reimbursed to it and then split equally.

(b) If the other party is required under applicable Law to join any such suit or other proceeding to enforce any ownership or other rights in, or defend the validity of, any Developed Intellectual Property, or if the failure of such other party to be a party to such suit or proceeding would in the opinion of counsel of the prosecuting or defending party risk dismissal thereof, the other party shall execute all papers and perform such other acts as may be reasonably required to permit the suit or other proceeding to be brought and conducted (including initiating a suit or proceeding before a court or tribunal at the prosecuting or defending party's request or permitting the prosecuting or defending party to initiate or maintain such suit or proceeding in the name of itself and the other party).

(c) BC shall have the exclusive right, in its sole discretion, to settle and compromise such suit or proceeding, whether by settlement or other voluntary final disposition, without the prior written approval of the other party, provided that the terms of such resolution do not:

(i) enjoin any future action by the other party or any of its affiliates, licensees, sublicensees, or customers (including the other party, "Affected Persons");

(ii) derogate from or diminish any of the other party's rights or licenses under this Agreement;

(iii) require any of the Affected Persons to make any payment;

(iv) fail to grant the other party a release of all claims in the suit or proceeding;

(v) require the admission or concession that any claim or aspect of any Developed Intellectual Property is invalid or unenforceable, or require any waiver or disclaimer of any rights with respect to such claim or patent; or

(vi) otherwise have a material adverse effect upon any of the Affected Persons, any of their assets, or any objectives or subject matter of this Agreement.

6. Option to Purchase.

During the Term, BC shall have an irrevocable and exclusive right and option to purchase and acquire (whether that be the stock or asset purchaser or merger) any or all of the right title and interest in and to GF and/or its assets and the GF Background Intellectual Property ("Option") pursuant to that certain Letter of Intent between the parties dated February 16, 2019 ("LOI"), attached hereto and incorporated in this Agreement solely regarding the Option and which is attached as Schedule B to this Agreement. The Option may be exercised by written notice from BC to GF at any time during the Term, and the acquisition shall be then governed by the terms of the LOI. During the Term, GF shall not entertain or discuss with any person or entity (other than BC) the acquisition, purchase, sale or merger of GF or any interest in GF or in its assets, including the DeeperGreen Technology.

7. Confidentiality.

7.1. Confidentiality Obligations. Each party (the "Receiving Party") acknowledges that in connection with this Agreement it will gain access to confidential, non-public information ("Confidential Information") of the other party (the "Disclosing Party"). As a condition to being provided with Confidential Information, the Receiving Party shall, during the Term:

(a) not use the Disclosing Party's Confidential Information other than as strictly necessary to perform its obligations under this Agreement; and

(b) maintain the Disclosing Party's Confidential Information in confidence and, subject to Section 7.2, not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, the Receiving Party may disclose the Confidential Information to its Representatives who:

(i) have a need to know the Confidential Information for purposes of the Receiving Party's performance, or exercise of its rights concerning the Confidential Information, under this Agreement;

(ii) have been apprised of this restriction; and

(iii) are themselves bound by written nondisclosure agreements at least as restrictive as those set forth in Section 7.1, provided further that the Receiving Party shall be responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives of, Section 7.1.

The Receiving Party shall use reasonable care, at least as protective as the efforts it uses for its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

7.2. Exceptions. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall:

(a) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under Section 7; and

(b) disclose only the portion of Confidential Information that it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance under Section 7, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

8. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) (i) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the execution of this Agreement by a Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;

(c) when executed and delivered by the party, this Agreement shall constitute the legal, valid, and binding obligation of that party, enforceable against that party in accordance with its terms;

(d) it is the legal and beneficial owner of the entire right, title, and interest in and to its Background Intellectual Property;

(e) it has, and throughout the Term, will retain the unconditional and irrevocable right, power, and authority to grant the rights hereunder to its Background Intellectual Property pursuant to the terms of this Agreement;

(f) it has not granted and will not grant any licenses or other contingent or non-contingent right, title, or interest under or relating to the Background Intellectual Property, or will not be under any obligation, that does or will conflict with or otherwise affect this Agreement, including any party's representations, warranties, or obligations or rights or licenses hereunder;

(g) it is under no obligation to any third party that would interfere with its representations, warranties, or obligations under this Agreement; and

(h) there neither are nor at any time during the Term will be any encumbrances, liens, or security interests involving its Background Intellectual Property.

9. Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAFETY, ABSENCE OF ERRORS, ACCURACY, COMPLETENESS OF RESULTS, THE PROSPECTS OR LIKELIHOOD OF SUCCESS (FINANCIAL, REGULATORY, OR OTHERWISE) OF THE JOINT DEVELOPMENT PROJECT OR THE JOINT DEVELOPMENT PRODUCT OR THE VALIDITY, SCOPE, OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY.

10. Indemnification.

10.1. Indemnification Obligations. Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, successors, and assigns against all Losses arising out of or resulting from any third party claim, suit, action, or proceeding related to or arising out of or resulting from (a) the other party's breach of any representation, warranty, covenant, or obligation under this Agreement; or (b) use by a party of the other party's Background Intellectual Property in connection with any activities performed pursuant to the Joint Development Project Plan (each an "Action").

10.2. Indemnification Procedure. The indemnitee shall promptly notify indemnitor in writing of any Action and cooperate with the indemnitor at the indemnitor's sole cost and expense. Subject to Section 5.6, the indemnitor shall immediately take control of the defense and investigation of the Action and shall employ counsel reasonably acceptable to the indemnitee to handle and defend the Action, at the indemnitor's sole cost and expense. The indemnitor shall not settle any Action in a manner that adversely affects the indemnitee's rights without the indemnitee's prior written consent. The indemnitee's failure to perform any obligations under this Section 10.2 shall not relieve the indemnitor of its obligation under this Section 10 except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of the failure. The indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11. Insurance. During the Term, each party shall, at its sole cost and expense, obtain and maintain commercial general liability insurance in commercially reasonable amounts; provided that such amounts shall not be less than One Million US Dollars (\$1,000,000.00), that provide all liability coverage, including, but not limited to, personal injury, physical injury, or property damage arising out of the development, manufacture, use, and sale of the Joint Development Product and contractual liability coverage for its indemnification under this Agreement. Each party shall have the other party named as an additional insured on the insurance. On request by the other party, each party shall provide the other party with written evidence of the insurance. Additionally, each party shall provide the other party with written notice at least thirty (30) Business Days prior to the party's cancelling, not renewing, or materially changing the insurance.

Throughout the Term, each party shall, at its sole cost and expense, obtain, pay for, and maintain in full force and effect commercial general liability and professional liability ("Errors and Omissions") insurance in commercially reasonable and appropriate amounts that (a) provides product liability coverage concerning the Joint Development Product and contractual liability coverage for the party's defense and indemnification obligations under this Agreement, and (b) in any event, provide commercial general liability limits of not less than One Million US Dollars (\$1,000,000.00). In each case as an annual aggregate for all claims each policy year. To the

extent any insurance coverage required under this Section 11 is purchased on a "claims-made" basis, such insurance shall cover all prior acts of the party during the Term, and be continuously maintained until at least three (3) years beyond the expiration or termination of the Term, or the party shall purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of the Term, to provide coverage for at least three (3) years from the occurrence of either such event. Each party shall have the other party named in each policy as an additional insured. Upon request by a party, the other party shall provide the party with certificates of insurance or other reasonable written evidence of all coverages described in this Section 11. Additionally, each party shall provide the other party with written notice at least thirty (30) Business Days prior to the party cancelling, not renewing, or materially changing the insurance.

12. **Exclusion of Consequential and Other Indirect Damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, PROVIDED, HOWEVER, THESE LIMITATIONS SHALL NOT APPLY TO EITHER PARTY'S LIABILITY, IF ANY, FOR (a) CONTRIBUTION OR INDEMNITY WITH RESPECT TO LIABILITY TO THIRD PARTIES FOR PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY AS A RESULT OF THE PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, (b) EXCEEDING THE SCOPE OF THE LICENSE IN SECTION 4 , OR (iii) BREACH OF SECTION 7.

13. **Bankruptcy.**

13.1. **Bankruptcy Code.** All rights and licenses granted by one party to the other party under this Agreement are and shall be deemed to be rights and licenses to "intellectual property" as such term is used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "Bankruptcy Code").

13.2. **Effect of Bankruptcy.** Each party shall have the right to exercise all rights and elections under the Bankruptcy Code with respect to the Developed Intellectual Property, and Background Intellectual Property. Without limiting the generality of the foregoing, each party acknowledges and agrees that, if it becomes subject to any bankruptcy or similar proceeding subject to the other party's rights of election, all rights and licenses granted to the other party under this Agreement shall continue subject to the terms and conditions of this Agreement, and shall not be affected, even by the rejection of this Agreement.

14. **Term and Termination.**

14.1. **Term.** This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with Section 14.2 or Section 14.3, shall remain in force for a

period of three (3) months after the Effective Date unless extended ("Term"). BC may extend the Term as needed until the Joint Development Project is complete in its judgment.

14.2. Termination for Convenience.

(a) Notwithstanding any other provision of this Agreement to the contrary, at any time after the Effective Date, BC may terminate this Agreement in its sole discretion, for any or no reason, ("Non-Continuing Party") by providing five (5) Business Days' prior written notice in accordance with the terms of Section 15.5 to GF.

(b) If, at any time, any party fails to achieve a milestone identified in the Joint Development Project Plan, the parties may mutually terminate the Agreement or agree, in writing, to an amendment of the Joint Development Project Plan extending the due date of the required milestone performance.

14.3. Termination for Cause.

(a) Either party may terminate this Agreement if the other party materially breaches this Agreement and (if such breach is curable) fails to cure such breach within ten (10) Business Days of being notified in writing to do so; provided, however, such ten (10) Business Day period shall be extended an additional ten (10) Business Days if the breaching party has begun good faith efforts to remedy such breach within the initial Business Day period and provides a written explanation to the non-breaching party of the reasons for the breach, actions it is taking to remedy the breach, and why it believes it can remedy the breach within the additional Business Day period.

(b) Either party may terminate this Agreement if the other party (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within sixty (60) Business Days or is not dismissed or vacated within sixty (60) Business Days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

(c) BC may terminate this Agreement if there is a Change of Control of GF.

(d) Either party may terminate this Agreement if the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) Business Days after being notified in writing to make such payment.

The non-breaching party shall provide written notice of its termination of this Agreement to the breaching party and termination shall be effective as of the effective date of the notice in accordance with the terms of Section 15.5, provided, however, that if the non-breaching party is BC, it may elect to continue developing the Joint Development Product by notifying GF of this election.

14.4. Effect of Termination.

(a) Expiration or termination of this Agreement shall not relieve the parties of any obligations accruing prior to the effective date of expiration or termination. Any expiration or termination of this Agreement shall not preclude either party from pursuing all rights and remedies it may have hereunder at Law or in equity with respect to any breach of this Agreement nor prejudice either party's right to obtain performance of any obligation. On any expiration or termination of this Agreement, each party shall immediately cease all activities concerning the Joint Development Project; and pay to the other party all sums due under the Agreement.

(b) On expiration or termination of this Agreement under Section 14.2 or Section 14.3 all licenses to Background Intellectual Property and Developed Intellectual Property granted under this Agreement shall automatically terminate as of the effective date of such expiration or termination.

14.5. Survival The rights and obligations of the parties set forth in this Section 14.5 and Section 1 (Definitions), Section 5 (Developed Intellectual Property), Section 7 (Confidentiality), Section 8 (Mutual Representations and Warranties), Section 9 (Warranty Disclaimer), Section 10 (Indemnification), Section 11 (Insurance), Section 12 (Exclusion of Consequential and Other Indirect Damages), Section 13 (Bankruptcy), Section 14.4 (Effect of Termination), and Section 15 (Miscellaneous), and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, shall survive any such termination or expiration.

15. Miscellaneous.

15.1. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by:

- (a) acts of God;
- (b) flood, fire, or explosion;
- (c) war, terrorism, invasion, riot, or other civil unrest;
- (d) embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns, or other industrial disturbances;
- (g) any passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or
- (h) national or regional shortage of adequate power or telecommunications or transportation facilities.

(each of the foregoing, a "Force Majeure"), unless the party terminates this Agreement pursuant to the preceding sentence, all timelines in the Joint Development Project Plan shall automatically be extended for a period up to the duration of the Force Majeure event.

15.2. Further Assurances. Each party shall, upon the reasonable request, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.3. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.4. No Public Statements or Use of Trademarks. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party.

15.5. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given in accordance with this Section:

If to BC:

BevCanna Enterprises, Inc.
1672 W. 2nd Ave.
Vancouver, B.C. V6J 1H4
Canada
Email: john@bevcanna.com
Attention: John Campbell, CFO

If to GF:

Greener Frontiers Inc
2600 Shanley Rd
Auburn, CA 95603
[Redacted text relates to personal information]
Attention: Kent Rhodes, CEO

Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the five (5) Business Days after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

15.6. Privileged Communications. It is expected that, in furtherance of this Agreement, the parties will, from time to time, disclose to one another privileged

communications with counsel, including opinions, memoranda, letters, and other written, electronic, and verbal communications. Such disclosures are made with the understanding that they shall remain confidential and that they are made in connection with the shared community of legal interests existing between the parties, including the community of legal interests in avoiding infringement of any valid, enforceable third party patents and in obtaining patent protection for Developed Intellectual Property.

15.7. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

15.8. Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

15.9. Assignment. GF shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without BC's prior written consent, which may be given or withheld in that party's sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving a party (regardless of whether that party is a surviving or disappearing entity) shall be deemed to be a transfer of rights, obligations, or performance under this Agreement for which the other party's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this Section 15.9 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

15.10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.11. Amendment; Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.12. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.13. Governing Law; Dispute Resolution.

(a) This Agreement is governed by, and construed in accordance with, the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

(b) The parties shall attempt in good faith to initially resolve any dispute promptly by meeting in person, or by teleconference, at a mutually agreeable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the dispute. Any dispute for which a party is permitted to bring a court proceeding shall be instituted in the federal courts of the United States or the courts of the State of California in each case located in the city of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

15.14. Waiver of Jury Trial and Judicial Reference. Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any court proceeding arising out of or relating to this Agreement or the transactions contemplated hereby for which a party may bring such a court proceeding. The parties irrevocably agree to mandatory judicial reference in accordance with California Civil Code Section 638 with a right of appeal.

15.15. Equitable Relief. In any claim for equitable relief, each party acknowledges that a breach by the other party of this Agreement may cause the non-breaching party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching party shall be entitled to equitable relief, specific performance, and any other relief that may be available from any court. These remedies shall not be deemed to be exclusive.

15.16. Attorneys' Fees. In any dispute for which a party is permitted to bring a court proceeding, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

15.17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15.18. Cannabis Industry Specific Representations and Warranties.

(a) The parties acknowledge and agree that cannabis is classified by the United States government as a Schedule 1 Controlled Substance. It is a Federal crime to distribute, cultivate, or use cannabis, irrespective of any State law.

(b) The parties agree to act at all times in good faith compliance with Applicable Laws governing medical cannabis collectives, cooperatives, and cultivation activities. For purposes hereof, "Applicable Laws" shall mean those laws and regulations of the State of California regarding the cultivation and distribution of cannabis, including (without limit) the Medical Marijuana Protection Act (SB 420), the California Attorney General's Guidelines for the

Security and Non-Diversion of Marijuana Grown for Medical Use (August 2008), the Medical Marijuana Regulation and Safety Act ("MMRSA"), the Adult Use of Marijuana Act ("AUMA"), and any regulations promulgated with respect thereto.

(c) The parties agree that, in the event either party is subject to a state or local law enforcement investigation relating to the services provided pursuant to this Agreement, the other party will voluntarily provide documentation and cooperation requested by the party being investigated and prosecuted for purposes of assisting that party in furnishing a legal defense to any charges related to this Agreement pursuant to then current California Applicable Laws. Notwithstanding the foregoing, nothing in this Agreement shall obligate either party to provide testimony or waive any rights to which that party may be entitled, including the right against self-incrimination, except as required by law.

(d) The parties to this Agreement understand and agree that this Agreement shall not be construed to protect any of them from arrest and or prosecution pursuant to any Federal laws or other State or local laws that purport to prohibit the cultivation, possession, sale, use, distribution or transportation of controlled substances. This Agreement may, however, be used in the effectuation of any defenses available to the parties. By this Agreement, the parties hereby voluntarily and knowingly, forever and fully, finally, completely and mutually, release, acquit and discharge each other and either shareholders, officers, directors, employees, and representatives from any and all claims of liability arising from the development, distribution, manufacture or sale, or cultivation of cannabis or the promotion of cannabis.

15.19. Publication Approval. BC shall determine, in its discretion, the strategy for, and coordinate the publication and presentation of, any results or other data generated by the Joint Development Project pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

BEVCANNA ENTERPRISES INC.,
a Canadian company

By: "John Campbell"
Name: John Campbell
Title: Chief Financial Officer

GREENER FRONTIERS CORPORATION,
a California corporation

By: "Kent Rhodes"
Name: Kent Rhodes
Title: Chief Executive Officer

SCHEDULE A

JOINT DEVELOPMENT PROJECT PLAN

1. Finalize a working agreement with Evio Labs in Berkeley California for the implementation of product development and ongoing development of GF's DeeperGreen Technology. Execute a temporary agreement with Evio Labs facility to insert the GF/BC team and provide a legal and certified site for our research and development.
2. Perform tenant improvement work to facilitate the operation of the proposed Joint Development Project.
3. Should an acceptable working agreement with Evio not transpire, an alternative location will be sought.
4. In addition to testing and development of the Joint Development Product, additional formulations including ready-to-drink products as part of the BC portfolio, will be encompassed in the R&D work performed. Whether developed initially at its site of operations in Canada shared in an Intellectual property transfer to California based operations or developed under the directive of Newco, the goal is to deliver a variety of finished product formats that meet all applicable regulatory requirements for the California market.
5. Continue ongoing development and improvements of the Joint Development Products, processes and systems. with emphasis on producing a powdered drink mix.
6. Develop, plan and model for acquiring, improving & launching manufacturing facilities. capable of producing Joint Development Products . as well as the desired line of products from BC. Focus on capturing market position in California, as well as analyzing and planning for the launch of similar or equal products and facilities in Canada.
7. Possibly establish the first (permanent) facility in California at Evio Labs (or alternative).
8. Implement the lab, product development and in-house oversight necessary to legally and effectively deliver the formulas, processes and related tasks of a BC finished ready-to-drink product using water as the infusion medium.
9. First level lab/development work: Develop formulas, processes, products and operating procedures to deliver legal, viable finished products with DeeperGreen.
10. Work towards locating a bottling plant to produce the products required in Phase II set forth in the Letter of Intent.
11. Continue the development of Joint Development Products and processes that would improve all of the parameters associated with the BC water drink program such as potency, shelf life and scalability.
12. Successfully produce the test Joint Development Products reach an agreement on a Go or No-Go for the expansion and launch of Phase II as set forth in the Letter of Intent.

SCHEDULE B

LETTER OF INTENT DATED FEBRUARY 16, 2019

February 16, 2019

Letter of Intent ("LOI")

Parties:

**Greener Frontiers Corporation,
A company incorporated under the Laws of the State of California
(herein referred to as the "GF")**

-and-

**BevCanna Enterprises Inc.
1672 W. 2nd Avenue
Vancouver, BC V6J 1H4
(herein referred to as "BC")**

-and-

I Newco, a wholly owned subsidiary (or 2 subsidiaries, if a blocker corporation is decided to be formed) of BC to be incorporated to carry on BC's business in California

The Parties agree to use best efforts to convert this LOI into a definitive research & development and acquisition agreement (the "Agreement") over the next 30 days. The Agreement will include the terms and conditions set forth below, and additional warranties, representations, covenants and terms and conditions that are customary and consistent with industry standards for this type of transaction (the "Transaction").

Notwithstanding any other provision contained in this LOI, the Transaction is expressly subject to:

- a. Negotiation, execution and delivery of the Agreement between the Parties which will supersede this LOI;
- b. Due diligence investigations by each of the Parties into the other Party and its business and assets;
- c. Approval of the Transaction by each of the Parties boards of directors and, if required, each Party's shareholders;
- d. Receipt of requisite licenses and regulatory approval, as required to execute the Transaction.
- e. Determination of a tax efficient corporate structure.
- f. No shop and exclusivity of negotiating between the Parties for a period of up to 90 days after the LOI is signed.

PREAMBLE

1. BC/Newco to initially enter in to an option agreement (the "Option Agreement") to acquire all of GF's intellectual property("GF IP"), defined as the DeeperGreen process and any statutory or non-statutory intellectual property rights in any jurisdiction, including any issued, pending, registered, filed or unfiled application for any patent (including any utility, design or plant patent, and including any continuation, continuation-in-part, divisional, re-issue, re-examination, national phase entry or regional phase entry application), copyright, trademark, industrial design, plant breeder's right, *Plant Varieties Protection Act* registration or other statutory intellectual property right, and any trade secret, knowhow, goodwill, or other intellectual property or other proprietary right, and any written or unwritten title, interest, license, right to bring or participate in any proceedings for past infringement or any other actionable right under or relating to any aspect of the business of a Party, including standard operating procedures, production processes, packaging processes, labelling processes, ingredients, technology, inventions, plant varieties, clonally propagated plant material, stable cultivars, business management processes, compilations of information, contracts, records, specifications, business procedures, label designs, branding, compliance documentation, files, records, documents, drawings, specifications, equipment and data (data includes all information whether written or in an electronic format), and including any suppliers, manufacturers, equipment, methodologies, customer lists or other relevant information, relating to any of the foregoing or otherwise pertaining to the business.
2. The option will be exercisable in to BC common shares at 50 cents Canadian/38 cents US and released on performance milestones being met as follows:
 - a. \$1 million US on launch of a powdered drink line by Newco within 3 months.
 - b. \$1 million US on launch of a BC line of water drinks by Newco in 9 months.
 - c. \$1.4 million US on attainment of \$7.5 million US in revenues and/or \$3.6 million US in EBITDA by Newco by 2020.
 - d. \$1.4 million US on attainment of \$16.5 million US in revenues, and/or \$9.9 million US in EBITDA by Newco by 2021.
3. Simultaneous with the option exercise, BC will commit to inject \$1.5 million US in to Newco to support its working capital needs over the following time frame: \$500,000 US at start; \$500,000 US at month 3; \$250,000 US at month 6 and \$250,000 US at month 9.
4. Prior to the option exercise, the current management and technical team of GF will be required to enter in to 3 year employment agreements with Newco.
5. At the Research and Development Stage, the GF IP deployed shall remain the property of GF and any beverage formulations provided by BC shall remain the property of BC. Any new IP co-developed under the Research and Development Agreement shall be deemed to be jointly owned.

PHASE 1: Research & Development Agreement

A. OBJECTIVES

1. Finalize a working agreement with Evio Labs in Berkeley California for the implementation of product development and ongoing development of GF IP and more specifically GF's DeeperGreen technology, a water-soluble cannabis powder (collectively the "DG Project"). Execute a temporary agreement with Evio Labs facility

to insert the GF/BC team and provide a legal and certified site for our research and development.

2. Perform tenant improvement work to facilitate the operation of the proposed DG Project.
3. Should an acceptable working agreement with Evio not transpire, an alternative location will be sought.
4. In addition to testing and development of the DG product, additional formulations including ready-to-drink products as part of the BC portfolio, will be encompassed in the R&D work performed. Whether developed initially at its site of operations in Canada shared in an IP transfer to California based operations or developed under the directive of Newco, the goal is to deliver a variety of finished product formats that meet all applicable regulatory requirements for the California market.
5. Continue ongoing development and improvements of the DeeperGreen products, processes and systems, with emphasis on producing a powdered drink mix.
6. Develop, plan and model for acquiring, improving & launching manufacturing facilities, capable of producing DeeperGreen products, as well as the desired line of products from BC. Focus on capturing market position in California, as well as analyzing and planning for the launch of similar or equal products and facilities in Canada.

B. PHASE 1 DESCRIPTION

The plan is divided in two stages:

Stage 1 – (First Capital Tranche \$250,000 US)

1. Establish the first facility in California at Evio Labs (or alternative).
2. Implement the lab, product development and in-house oversight necessary to legally and effectively deliver the formulas, processes and related tasks of a BC finished ready-to-drink product using water as the infusion medium..
3. First level lab/development work. Develop formulas, processes, products and operating procedures to deliver legal, viable finished products with DeeperGreen.

Stage 2 – (Second Capital Tranche \$250,000 US)

1. Work towards locating a bottling plant to produce the products required in Phase II.
2. Continue the development of DeeperGreen products and processes that would improve all of the parameters associated with the BC water drink program such as potency, shelf life and scalability.
3. Successfully produce the test drink product, reach an agreement on a Go or No-Go for the expansion and launch of Phase II.

C. ROLES AND RESPONSIBILITIES

BC will;

1. Provide funding on a mutually agreed upon controlled release basis for the DG Project up to a maximum of \$500,000 US (unless further agreed upon by BC) to perform the product development, process development and product analysis for use in a finished BC drink product.

2. Provide detailed listing of the desired product to be developed and expectations for proprietary production in Canada and product development and market testing in California.
3. Participate in ongoing management planning and processes that are related to the development in California of a "Prototype" for both product development and expansion to the Canadian market.

GF will;

1. Make its GF IP and its management and technical team fully and exclusively available for research and development purposes related to the DG Project.
2. Provide all necessary support, technical and building improvement oversight staff, documentation, training and execution to establish a facility and operation(s) in California for the development of processes/procedures/protocol/formulas and manufacturing requirements to facilitate the delivery of a bottled drink product meeting BC requirements.
3. Develop formulations and recipes for clarity, shelf life stability, rapid onset and scalability, including the processes and procedures to manufacture BC drink products.

PHASE 2 – Option exercise and commencement of BC/GF water drink mix manufacturing, packaging and distribution

Phase 2 is triggered automatically on the decision by BC to exercise its option to acquire GF's Intellectual Property.

Should BC/Newco decide not to exercise its option and should GF subsequently succeed in the commercialization of any products which were under development during this Agreement, GF will pay a 5% royalty on revenue to BC/Newco until 3x BC/Newco's funding cost is recovered.

A. OBJECTIVES

1. Work jointly to manufacture and launch a BC water drink line of products and a rebranded GF line of powdered drink mixes for the California market.
2. Explore broadening the above product lines to add additional flavours and formats.

B. PHASE 2 DESCRIPTION

1. A fully licensed local state manufacturing facility of a minimum 2,000 square feet is to be leased.
2. Product launch targets are three months for a powdered drink mix product line and nine months for a water based ready-to-drink drink product line.

C. ROLES AND RESPONSIBILITIES

GF will provide the technologies, management team, operational oversight, HR, compliance oversight, accounting, and joint involvement with sales/distribution.

BC will provide the funding, marketing strategy, product design, branding, and joint involvement in sales/distribution.

III. GENERAL

1. MUTUAL CONFIDENTIALITY

- 1.1 Each Party acknowledges that it will be providing to the other information that is non-public, confidential, and proprietary in nature including financial, business, extraction methods, and other information in written, printed, graphic, electronic and other tangible form and in oral form, concerning the business of each Party (the "**Confidential Information**"). Confidential Information shall not include information that:
- a. Becomes generally available to the public.
 - b. Was available on a non-confidential basis to a Party prior to its disclosure pursuant to this LOI; or
 - c. Becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.
- 1.2 Each Party agrees to treat all Confidential Information of other Party as confidential and shall not disclose such Confidential Information to anyone, including, without limitation, the receiving Party's employee's directors, officers, professional advisors or agents, except to such of them to whom disclosure is necessary in connection with Transaction or as required by applicable law. Each Party's use of the Confidential Information of the other Party shall be strictly limited to the evaluation and consummation of the Transaction and neither Party shall directly or indirectly use any Confidential Information received from the other Party to the receiving Party's own advantage.
- 1.3 If the negotiations contemplated by this LOI are not successful and the Agreement is not entered into by the Parties, each Party agrees that any Confidential Information provided to it by the other Party and all copies thereof (excluding Confidential Information in oral form that has not been put into tangible form) will be immediately returned to the other Party or destroyed, with such destruction confirmed in writing by an officer of the destroying Party.
- 1.4 Each Party agrees that it will not make any public disclosure of the existence of this LOI or of any of its terms without first advising the other Party and obtaining consent of such other Party to the proposed disclosure, unless such disclosure is required by applicable law, regulation or policies of any applicable stock exchange, in which event the Party contemplating disclosure will inform the other Party of, and obtain its consent to, the form and content of such disclosure, which consent will not be unreasonably withheld or delayed.

2. ACCESS

2.1 Prior to the earlier of the execution of the Agreement or the termination of this LOI, each of the Parties and its representatives will provide the other Party with such information (including copies of documents) as either Party may reasonably request.

3. EXPENSES

3.1 Except as may be set forth in this LOI, each of the Parties will bear its own respective costs and expenses associated with the Transaction, whether or not the Transaction closes.

4. RIGHT TO TERMINATE

4.1 Notwithstanding any other provision contained in this LOI, this LOI may be terminated by mutual written consent of the Parties. Upon such termination, no Party will have any further obligations hereunder, except for section 1. (Confidentiality) and section 3. (Expenses) (but without prejudice to any claim for prior breach).

5. REASONABLE COMMERCIAL EFFORTS AND GOOD FAITH

5.1 The Parties will use their reasonable commercial efforts and good faith to negotiate the terms of the Agreement as soon as is practicable after the execution of this LOI, and in particular to negotiate and execute the Agreement within a period of no more than 30 days from the execution of this LOI.

6. OTHER

6.1 A provision of this LOI must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the LOI.

6.2 This LOI and the Appendices attached hereto, if any, set forth the entire agreement and understanding of the Parties in respect of the transactions contemplated hereby and supersede all prior agreements and understandings, oral or written, among the Parties or their respective representatives with respect to the matters herein and will not be modified or amended except by written agreement signed by the Parties to be bound thereby.

6.3 This LOI is private to the Parties and may not be assigned without the consent of the other Parties.

6.4 This LOI may be executed in several counterparts as may be necessary or by facsimile or such other electrical means and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

6.5 The binding obligations of this LOI are and will be deemed to be made in the Province of British Columbia, for all purposes will be governed exclusively by and construed and

enforced in accordance with the laws prevailing in the Province of British Columbia and the federal laws of Canada applicable therein.

6.6 Each person signing this LOI as an authorized officer of a Party hereto hereby represents and warrants that he is duly authorized to sign the LOI for that Party and that the LOI will, upon having been so executed, be binding on that Party in accordance with its terms.

If the foregoing reflects your understanding of the Transaction and if you are in agreement with the terms and conditions of the proposal herein, please so acknowledge by executing this LOI and returning the same to BC on or before February 19, 2019.

**GREENER FRONTIERS
CORPORATION ("GF")**

Per: \$Mgpv'Tj qf gu\$

Title: CEO

Date: February 17, 2019

**BEVCANNA ENTERPRISES INC.
("BC")**

Per: \$Lqj p'Eco rdgn\$

Title: CSO/CFO

Date: February 16, 2018