

PROMISSORY NOTE

Principal Sum: Up to \$2,500,000.00 (as set out on the Grid (defined below))

August 3rd, 2017

FOR VALUE RECEIVED, NATURO GROUP INVESTMENTS INC. (“Naturo”) and MARCELLO LEONE (together with Naturo, the “Borrowers”) acknowledge themselves indebted to and unconditionally promise to pay to the order of CHARTERHOUSE LLC (the “Lender”) at 830 West Pender Street, 3rd Floor, Vancouver, British Columbia V6C 1J8 or such other address as the Lender may direct the initial loan amount of **One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00)** in lawful money of Canada (and such greater amount as set out on the Grid from time to time, the “Loan”) up to the principal sum of Two Million Five Hundred Thousand Dollars (**\$2,500,000.00**) and other monies which may from time to time be owing hereunder or pursuant hereto in the manner hereinafter provided.

1. **Security.** As security for this Loan, Naturo will grant to the Lender a first charge on real property located at 6401 Sidley Mountain Road, Bridesville, British Columbia PID 007-496-664 District Lot 346 Similkameen Division Yale District Except Plans H17963 and KAP89411 and a general security agreement with respect to the personal property of the Company and Marcello Leone, including without limitation, all water, well water, water sources, aquifers, wells, and all rights, licences, approvals, authorizations associate therewith.
2. **Interest.** The principal amount of the Loan that has been advanced and is outstanding from time to time shall bear interest at the rate of 8.0%, computed on the basis of a 365 day year (or in the case of a leap year, a 366 day year) on the outstanding principal sum of the Loan, calculated annually, not in advance, as well after as before maturity, default and judgment and on overdue interest. Accrued and outstanding interest on the outstanding principal sum of the Loan is due and payable by the Borrowers to the Lender on the last day of each calendar quarter from the date of this Note.
3. **Principal.** The outstanding principal balance of the Loan, together with all accrued and outstanding interest on the Loan, is due and payable in full on the date that is three years from the date of this Note.
4. **Recording of Advances and Payments.** The Lender is unconditionally authorized and directed by the Borrowers to endorse on the grid attached to this Note (the “Grid”) all further advances by the Lender to the Borrowers and all payments made on account of the Loan under this Note and the dates of such advances and payments. The Grid shall constitute proof of the amounts and dates of all advances and payments in respect of the Loan outstanding.
5. **Prepayment.** The Borrowers may, at any time, without penalty or premium, prepay the Loan or any part thereof together with all accrued and unpaid interest thereon.
6. **Method of Payment.** The Borrowers will make all payments hereunder by delivery of a certified cheque or bank draft to the Lender’s subsidiary and agent, Charterhouse Capital Inc. at *[redacted – address information]* or in such other manner or to such other place as directed by the Lender to the Borrowers in writing.
7. **Joint and Several Liability.** All of the Borrowers covenants, agreements, liabilities and obligations hereunder are, and will be deemed to be, both joint and several.

8. **Termination.** All of the rights of the Lender under this Note shall terminate if and when the Indebtedness is indefeasibly paid in full.
9. **Waiver.** The Borrowers waive presentment for payment, notice of dishonour, protest and notice of protest in respect of this Note.
10. **Governing Law.** This Note shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.
11. **Effective Date.** This Note shall become effective as of the date written above.

NATURO GROUP INVESTMENTS INC.

Signed _____
Authorized Signatory

Signed _____
Marcello Leone

ADVANCES AND PAYMENTS OF PRINCIPAL

DATE	AMOUNT OF ADVANCE	AMOUNT OF PRINCIPAL PAID	UNPAID PRINCIPAL BALANCE OF LOAN	INITIALS OF BORROWERS
August 3, 2017	1,750,000.00	Nil	1,750,000.00	<i>Signed</i>
November 2017	750,000	Nil	2,500,000	<i>Signed</i>