

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is dated for reference as of the 13th day of March, 2020.

AMONG:

CHAMPIGNON BRANDS INC. a corporation incorporated under the laws of the Province of British Columbia

("Champignon")

AND:

ARTISAN GROWERS LTD. a corporation incorporated under the laws of the Province of British Columbia

("Artisan")

AND:

THE UNDERSIGNED SHAREHOLDERS OF ARTISAN

("Selling Shareholders")

WHEREAS:

- A.** Champignon has offered to purchase all of the issued and outstanding shares of Artisan (the "**Transaction**");
- B.** The Selling Shareholders are the registered and beneficial owners of all of the issued and outstanding shares in the capital of Artisan;
- C.** This Agreement and the Transaction contemplated herein are intended to provide the Selling Shareholders that are Canadian Residents the opportunity to dispose of their Artisan Shares (as defined below) in return for Common Shares in the capital of Champignon (the "**Champignon Shares**") on a tax-deferred basis for Canadian income tax purposes pursuant to the provisions of Section 85.1 of the Income Tax Act;
- D.** The boards of directors of Champignon and Artisan have approved and adopted this Agreement; and
- E.** In order to record the terms and conditions of the agreement among them, the parties wish to enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, covenants, terms, conditions, representations and warranties hereinafter set forth, the parties hereto agree each with the other as follows:

1. **Interpretation**

1.1 In this Agreement or in any amendments or Schedules hereto, the following terms will have the following meanings:

- (a) **"Affiliate"** of any person means any other person directly or indirectly controlling, controlled by, or under common control with, that person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any person, means the possession by another person, directly or indirectly, of the power to direct or cause the direction of the management and policies of that first mentioned person, whether through the ownership of voting securities, by contract or otherwise.
- (b) **"Agreement"** means this Share Exchange Agreement and any amendment, supplement or addendum to the Agreement;
- (c) **"Applicable Laws"** means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over the parties hereto or the transactions contemplated hereby; means the securities legislation having application to the transactions contemplated hereby and the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authorities, all as amended;
- (d) **"Applicable Securities Legislation"** means the securities legislation having application to the transactions contemplated hereby and the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authorities, all as amended;
- (e) **"B.C. Securities Act"** means the *Securities Act* (British Columbia), as amended from time to time;
- (f) **"Champignon Business"** means the business in which Champignon is engaged as of the date of this Agreement;
- (g) **"Champignon Financial Statements"** means the unaudited interim financial statements of Champignon as at and for the period ended December 31, 2019;
- (h) **"Champignon Shares"** means the common shares of Champignon;
- (i) **"Budget"** means a detailed estimate of all costs to be incurred by Artisan and the timing to complete such work and a schedule of cash advances to be made by Champignon;
- (j) **"Canadian Resident"** means a person that is a resident of Canada for the purposes of the *Income Tax Act*;
- (k) **"Artisan Business"** means the business in which Artisan is engaged as of the date of this Agreement;
- (l) **"Artisan Shares"** means the common shares of Artisan;

- (m) "**Closing Date**" means March 20, 2020 or such other date as may be mutually agreed upon by the parties to this Agreement.
- (n) "**CSE**" means the Canadian Securities Exchange;
- (o) "**Commissions**" means the British Columbia Securities Commission, the Alberta Securities Commission and Ontario Securities Commission ;
- (p) "**IFRS**" means International Financial Reporting Standards;
- (q) "**Income Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;
- (r) "**Indemnified Party**" has the meaning ascribed to that term in Subsection 13.6;
- (s) "**Indemnifying Party**" has the meaning ascribed to that term in Subsection 13.6;
- (t) "**Intellectual Property**" means all rights into or arising under or out of any intellectual or industrial property of any kind or nature, in each case arising under or protected by the laws of any country anywhere the world, including patents, patent applications, patent disclosures, registered and unregistered trademarks, trade names and service marks, registered and unregistered copyrights, trade secrets, software, domain names, mask works, schematics, technology, know-how, inventions, improvements thereto, ideas, algorithms, processes and tangible or intangible proprietary information or materials;
- (u) "**Material Adverse Effect**" when used in connection with an entity means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, financial condition or results of operations of such entity or subsidiaries taken as a whole;
- (v) "**NI 45-106**" means National Instrument 45-106 - *Prospectus Exemptions*, as adopted by the British Columbia Securities Commission;
- (w) "**Public Record**" has the meaning ascribed thereto at Section 6 of this Agreement; and
- (x) "**Transaction**" has the meaning ascribed to such term in Recital A.

All dollar amounts referred to in this Agreement are in **Canadian funds**, unless expressly stated otherwise.

1.2 The following Schedules are attached hereto and form part of this Agreement:

Schedule	Description
A.	Selling Shareholders and Schedule for Number of Champignon Shares to be issued
B.	Material Agreements of Artisan
C.	Artisan Litigation

2. Share Exchange

- 2.1 The Selling Shareholders hereby covenant and agree to sell, transfer and assign to Champignon, and Champignon covenants and agrees to purchase from the Selling Shareholders all of the Artisan Shares held by each Selling Shareholder.
- 2.2 The purchase price for the Artisan Shares held by the Selling Shareholders will consist of an aggregate of [share consideration] Champignon Shares to be issued to the Selling Shareholders, with each Selling Shareholder receiving the number of Champignon Shares set out opposite each Selling Shareholder's name on the dates and in the amounts set out in Schedule A on the basis of eight hundred (800) Champignon Shares for every one (1) Artisan Share held by such Selling Shareholder.
- 2.4 Following the exchange of the Artisan Shares for the Champignon Shares in accordance with this Agreement, the name of each Selling Shareholder will be removed from the securities register of Artisan Shares.
- 2.5 The name of each Selling Shareholder or their nominees will be added to the securities register of Champignon Shares.
- 2.6 Champignon will be recorded as the registered holder as such Artisan Shares so exchanged.
- 2.7 The sale of the Artisan Shares and the issuance of the Champignon Shares to the Selling Shareholders will be made in reliance on an exemption from the registration and prospectus filing requirements contained in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions*. Artisan and Champignon reserve the right to request from Selling Shareholders any additional certificates or representations required to establish an exemption from Applicable Securities Legislation prior to the issuance or transfer of any Artisan Shares or Champignon Shares.
- 2.8 It is intended that the transactions contemplated in this Agreement will generally constitute a transaction in respect of which the Selling Shareholders may elect to be treated on a tax deferral basis pursuant to Section 85.1 of the Income Tax Act by treating the transaction as a rollover in his or her income tax return for the year in which the exchange occurred by not including in income any portion of the gain or loss which would otherwise have arisen on such Selling Shareholder's exchanged shares.
- 2.9 The Selling Shareholder will bear the full responsibility of treating the transaction as a deferral in his or her income tax return.

3. Representations, and Warranties of Artisan

- 3.1 Artisan represents and warrants to Champignon as of the date of this Agreement as follows, and acknowledges that Champignon is relying upon such covenants, representations and warranties in connection with the Transaction:
 - (a) Artisan has been duly incorporated and organized, is a validly existing company with limited liability and is in good standing under the *Business Corporations Act* (British Columbia); it has the corporate power to own or lease its property and to carry on the Artisan Business; it is duly qualified as a company to do business and is in good standing with respect thereto in each jurisdiction in which the nature of the Artisan Business is

located; and it has all necessary licenses, permits, authorizations and consents to operate the Artisan Business. Artisan has no active or material subsidiary.

- (b) Artisan is not a reporting issuer in any jurisdiction and the Artisan Shares are not listed or posted for trading on any stock exchange or quotation system.
- (c) The authorized share capital of Artisan consists of an unlimited number of Common Shares without nominal or par value, of which 10,000 Common Shares are issued and outstanding as at the date of this Agreement as fully paid and non-assessable.
- (d) No person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of Artisan or of any securities of Artisan.
- (e) Artisan does not have any agreements of any nature to acquire any subsidiary, or to acquire or lease any other business operations, and will not, prior to the Effective Date, acquire, or agree to acquire, any subsidiary or business.
- (f) Artisan will not issue any additional Artisan Shares from and after the date of this Agreement to the Closing Date or create any options, warrants or rights for any person to subscribe for or acquire any unissued shares in the capital of Artisan, without the prior written consent of Champignon.
- (g) To the best of its knowledge, Artisan is not a party to or bound by any guarantee, warranty, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, firm or corporation that would exceed in the aggregate \$75,000.
- (h) The books and records of Artisan fairly and correctly set out and disclose, in all material respects, the financial position of Artisan as at the date of this Agreement, and all material financial transactions of Artisan relating to the Artisan Business have been accurately recorded in such books and records.
- (i) Artisan has fairly presented the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Artisan as at the date thereof and there are no commitments to materially increase in such liabilities other than increases arising as a result of carrying on the Artisan Business in the ordinary course.
- (j) To the best of the knowledge of Artisan, the entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or articles of Artisan or of any indenture, instrument or agreement, written or oral, to which Artisan or the Selling Shareholders may be a party.
- (k) The entry into this Agreement and the consummation of the Transaction will not, to the best of the knowledge of Artisan, result in the violation by Artisan of any law or regulation of the Province of British Columbia or other jurisdiction in which Artisan carries on business, or of any municipal bylaw or ordinance to which Artisan or the Artisan Business maybe subject.

- (l) Artisan is not a party to any written or oral employment, service or pension agreements.
- (m) Artisan does not have any outstanding bonds, debentures, mortgages, notes or other indebtedness and Artisan is not under any agreement to create or issue any bonds, debentures, mortgages, notes or other indebtedness, except liabilities incurred in the ordinary course of business.
- (n) Artisan is not the owner, lessee or under any agreement to own or lease any real property.
- (o) Artisan owns, possesses and has good and marketable title to its undertaking, property and assets, and without restricting the generality of the foregoing, all those assets described herein are free and clear of any and all mortgages, liens, pledges, charges, security interests, encumbrances, actions, claims or demands of any nature whatsoever or howsoever arising.
- (p) Artisan does not have any outstanding material agreements, contracts or commitments, whether written or oral, of any nature or kind whatsoever, including, but not limited to, employment agreements, agreements, contracts and commitments in the ordinary course of business and service contracts on office equipment and leases.
- (q) To the best of Artisan's knowledge, there are no actions, suits or proceedings (whether or not purportedly on behalf of Artisan), pending or threatened against or affecting Artisan or affecting the Artisan Business, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and Artisan is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
- (r) Artisan is not in material default or breach of any contracts, agreements, written or oral, indentures or other instruments to which they are a party and there are no facts, which after notice or lapse of time or both, that would constitute such a default or breach, and all such contracts, agreements, indentures or other instruments are now in good standing and Artisan is entitled to all benefits thereunder.
- (s) Artisan has the right to use all of the Intellectual Property in relation to the Artisan Business.
- (t) To the best of the knowledge of Artisan, the conduct of the Artisan Business does not infringe upon the patents, trademarks, trade names or copyrights, domestic or foreign, of any other person, firm or corporation.
- (u) To the best of the knowledge of Artisan, Artisan is conducting and will conduct the Artisan Business in compliance with all Applicable Laws, rules and regulations of each jurisdiction in which the Artisan Business is or will be carried on, Artisan is not in material breach of any such laws, rules or regulations and is fully licensed, registered or qualified in each jurisdiction in which Artisan carries on or proposes to carry on the Artisan Business to enable the Artisan Business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licenses, registrations and qualifications are or will be on the Closing Date valid and subsisting and in good standing and that none of the same contains or will contain any provision, condition or limitation which has or may have a materially adverse effect on the operation of the Artisan Business.

- (v) All facilities and equipment owned or used by Artisan in connection with the Artisan Business are in good operating condition and are in a state of good repair and maintenance.
- (w) Except as disclosed by Artisan, Artisan has no loans or indebtedness outstanding that have been made to or from directors, former directors, officers, shareholders and employees of Artisan or to any person or corporate body not dealing at arm's length with any of the foregoing, and will not, prior to closing, pay any such indebtedness unless in accordance with budgets agreed to in writing by Champignon.
- (x) Artisan has made full disclosure to Champignon of all aspects of the Artisan Business and has made all of its books and records available to the representatives of Champignon in order to assist Champignon in the performance of its due diligence searches and no material facts in relation to the Artisan Business have been concealed by Artisan.
- (y) The articles and other constating documents of Artisan in effect with the appropriate corporate authorities as at the date of this Agreement will remain in full force and effect without any changes thereto as at the Closing Date.

4. Covenants of Artisan and the Selling Shareholders

4.1 Artisan and the Selling Shareholders covenants to Champignon that they will do, or cause to be done, at its own expense, the following:

- (a) Artisan will provide access to, and will permit Champignon, through its representatives, to make such investigation of the operations, properties, assets and records of Artisan and of its financial and legal condition as Champignon deems necessary or advisable to familiarize itself with Artisan, and such operations, properties, assets, records and other matters.
- (b) Except as contemplated by this Agreement or with the prior written consent of Champignon, Artisan will:
 - (i) promptly inform Champignon of any facts that come to its attention which would cause any of its representations and warranties in this Agreement to be untrue in any respect;
 - (ii) promptly inform Champignon in writing of any material adverse change in the condition of Artisan; and
 - (iii) maintain the books, records and accounts of Artisan in the ordinary course and record all transactions on a basis consistent with past practice.
- (c) Artisan will not negotiate with any third party for the sale of any or all of Artisan's equity interest, assets, securities or real or leases property.
- (d) Artisan will use commercially reasonable efforts to take all necessary steps and corporate proceedings to be taken in order to facilitate the transactions contemplated herein, including the issuance of the Artisan Shares to Champignon.

5. Covenants, Representations and Warranties of the Selling Shareholders

- 5.1 Each Selling Shareholder, acting severally but not jointly and only in respect of the Artisan Shares held by such Selling Shareholder, represents and warrants to Champignon as of the date of this Agreement and acknowledges that Champignon is relying upon such covenants, representations and warranties in connection with the Transaction:
- (a) Each Selling Shareholder represents that the Champignon Shares to be issued to the Selling Shareholders in accordance with the transaction are being issued to each Selling Shareholder as principal for their own account and not for the benefit of any other person.
 - (b) Other than as disclosed to Champignon, the Artisan Shares owned by the Selling Shareholders will be owned by each of the Selling Shareholders as the beneficial and recorded owner with good and marketable title thereto, free and clear of all mortgages, liens, charges, security interests, adverse claims, pledges, encumbrances and demands whatsoever.
 - (c) Other than as disclosed in this Agreement, no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase from the Selling Shareholders of any of the Artisan Shares held by them.
 - (d) Other than as disclosed in this Agreement, no person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase from the Selling Shareholder of the Artisan Shares held by such Selling Shareholder.

6. Representations and Warranties of Champignon

- 6.1 Champignon covenants with and represents and warrants to Artisan and the Selling Shareholders as of the date of this Agreement and acknowledges that the Selling Shareholders and Artisan are relying upon such covenants, representations and warranties in entering into this Agreement:
- (a) Champignon has been duly incorporated and organized and is validly subsisting under the laws of British Columbia; it is a reporting issuer in the Provinces of British Columbia and Alberta and is in good standing with respect to all filings required to be made under the laws of British Columbia and the securities regulations of British Columbia and Alberta; it has the corporate power to own or lease its properties and to carry on its business as now being conducted by it; it is duly qualified as a corporation to do business and is in good standing with respect thereto in each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and it has all necessary licenses, permits, authorizations and consents to operate the its business.
 - (b) Champignon is a reporting issuer in the Provinces of British Columbia and Alberta, and its common shares are posted and listed for trading on the Canadian Securities Exchange (“CSE”). To the best of its knowledge, Champignon is not in material default under the B.C. Securities Act or the rules or policies of any stock exchange on which any securities of Champignon are listed. No orders suspending the sale or ceasing the trading of any securities issued by Champignon have been issued by any regulatory authority, and no proceedings for such purpose are pending or, to the knowledge of Champignon, threatened.

- (c) The authorized capital of Champignon consists of an unlimited number of Common Shares without par value per share and of which 39,437,668 Common Shares are issued and outstanding as of the date of the signing of this Agreement as fully paid and non-assessable, and no other shares of any other class of Champignon are issued and outstanding.
- (d) National Securities Administrators Ltd. is Champignon's duly appointed registrar and transfer agent.
- (e) To the best of Champignon's knowledge, there are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of the common shares of Champignon.
- (f) As of their respective dates, all information and materials filed by Champignon with the Commissions, and which are available through the SEDAR website as of the date hereof (including all exhibits and schedules thereto and documents incorporated by reference therein) (collectively, the "**Public Record**") did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and, to the best of Champignon's knowledge, complied in all material respects with all Applicable Laws and Applicable Securities Legislation.
- (g) Subsequent to the respective dates as of which information is given in the Public Record, there has been no material adverse change, or any fact known to Champignon and not disclosed to Artisan in writing that could reasonably be expected to result in a material adverse change in the business or financial condition of Champignon, other than costs incurred by Champignon to maintain its status as a reporting issuer listed on the CSE, costs incurred in respect of the transactions contemplated by this Agreement, including costs incurred in the ordinary course of business consistent with past practice, and except as disclosed to Artisan, there is no litigation or governmental proceeding to which Champignon is a party or to which any property of Champignon is subject or that is pending or, to the best of the knowledge of Champignon, contemplated against Champignon that might result in any material adverse change in the business or financial condition of Champignon.
- (h) The Champignon Financial Statements as publicly filed present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of Champignon as at the date thereof.
- (i) Except as may be disclosed in the Champignon Financial Statements, Champignon is not in material default or breach of any contracts, agreements, written or oral, indentures or other instruments to which they are a party and there are no facts, which after notice or lapse of time or both, that would constitute such a default or breach, and all such contracts, agreements, indentures or other instruments are now in good standing and Champignon are entitled to all benefits thereunder.
- (j) Champignon has the right to use all of the registered trademarks, trade names and patents, both domestic and foreign, in relation to the Champignon Business.
- (k) To the best of the knowledge of Champignon, the conduct of the Champignon Business does not infringe upon the patents, trademarks, trade names or copyrights, domestic or foreign, of any other person, firm or corporation.

- (l) To the best of the knowledge of Champignon, Champignon is conducting and will conduct the Champignon Business in compliance with all Applicable Laws of each jurisdiction in which the Champignon Business is or will be carried on, Champignon is not in material breach of any such laws, rules or regulations and is registered or qualified in each jurisdiction in which Champignon owns or leases property or carry on or propose to carry on the Champignon Business to enable the Champignon Business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licenses, registrations and qualifications are valid and subsisting and in good standing and that none of the same contains or will contain any provision, condition or limitation which has or may have a materially adverse effect on the operation of the Champignon Business.
- (m) As at the date of the signing of this Agreement, all facilities and equipment owned or used by Champignon in connection with the Champignon Business are in good operating condition and are in a state of good repair and maintenance.
- (n) Except as disclosed in the Champignon Financial Statements and salaries incurred in the ordinary course of business since the date thereof, Champignon has no loans or indebtedness outstanding which have been made to or from directors, former directors, officers, shareholders and employees of Champignon or to any person or corporate body not dealing at arm's length with any of the foregoing.
- (o) The books and records of Champignon fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of Champignon as at the date of this Agreement, and all material financial transactions of Champignon relating to the business have been accurately recorded in such books and records.
- (p) Champignon has made full disclosure to Artisan of all material aspects of Champignon's business and has made all of its books and records available to the representatives of Artisan in order to assist Artisan in the performance of its due diligence searches and no material facts in relation to Champignon's business have been concealed by Champignon or its representatives.
- (q) Champignon is not a party to any written or oral pension agreement.
- (r) except where the failure to do so would not constitute a Material Adverse Effect, Champignon has its property insured against loss or damage by all insurable hazards or risks on a replacement cost basis and such insurance coverage will be continued in full force and effect; to the best of the knowledge of Champignon, Champignon is not in default with respect to any of the provisions contained in any such insurance policy and has not failed to give any notice or present any claim under any such insurance policy in due and timely fashion.
- (s) All of Champignon's credit facilities are in good standing and Champignon has not received any notices of default or acceleration requests from any bank or other creditor respecting Champignon's credit facilities.
- (t) Except as disclosed in Champignon's Financial Statements or otherwise disclosed to Artisan, there are no actions, suits or proceedings pending or threatened against or affecting Champignon or affecting Champignon's business, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign and Champignon is not aware of

any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.

- (u) The entry into this Agreement and the consummation of the Transaction will not result in the violation of any of the terms and provisions of the constating documents or articles of Champignon or of any indenture, instrument or agreement, written or oral, to which Champignon may be a party.
- (v) The entry into this Agreement and the consummation of the Transaction will not, to the knowledge of Champignon, result in the violation of any law or regulation of Canada or the Provinces of British Columbia, Ontario, or Alberta, or of any local government bylaw or ordinance to which Champignon's business maybe subject.
- (w) This Agreement has been duly authorized, validly executed and delivered by Champignon.

7. Covenants of Champignon

Champignon covenants to Artisan and the Selling Shareholders that it will do, or cause to be done, at its own expense, the following:

- (a) Champignon will provide access to, and will permit Artisan, through its representatives, to make such investigation of the operations, properties, assets and records of Champignon and of their financial and legal condition as Artisan deems necessary or advisable to familiarize itself with Champignon, and such operations, properties, assets, records and other matters.
- (b) Except as contemplated by this Agreement or with the prior written consent of Artisan, Champignon will:
 - (i) promptly inform Artisan of any facts that come to its attention which would cause any of its representations and warranties in this Agreement to be untrue in any respect;
 - (ii) promptly inform Artisan in writing of any material adverse change in the condition of Champignon; and
 - (iii) maintain the books, records and accounts of Champignon in the ordinary course and record all transactions on a basis consistent with past practice.
- (c) Champignon will use reasonable commercial efforts to secure approval of its shareholders for the transactions contemplated herein, to the extent required to secure regulatory approval or as may be required by law (the “**Shareholder Approval Requirement**”).
- (d) Champignon and Artisan will negotiate in good faith to grant certain directors, officers, consultants, employees and advisors of Artisan stock options of Champignon.

8. Closing Conditions

- 8.1 **Conditions Precedent to Closing for Champignon.** The obligation of Champignon to consummate the Transaction is subject to the satisfaction or waiver of the conditions set forth below. The Closing of the Transaction contemplated by this Agreement will be deemed to mean

the satisfaction or waiver of all conditions to Closing. These conditions to Closing are for the benefit of Champignon and may be waived by Champignon in its sole discretion.

- (a) **Representations and Warranties.** The representations and warranties of Artisan and the Selling Shareholders contained in this Agreement or in any Schedule to this Agreement or certificate or other document delivered to Champignon pursuant to this Agreement will be true, correct and complete in all material respects as of the date of this Agreement with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which the information in this Agreement or any Schedule or certificate is given, and Champignon will have received certificates, in forms satisfactory to Champignon acting reasonably and signed by a senior officer of Artisan to the effect that its representations and warranties referred to above are true, correct and complete with the same force and effect as though made on and as of such date, provided that the acceptance of such certificate and the closing of the Transaction provided for in this Agreement will not be a waiver of the respective representations and warranties contained in this Agreement or in any Schedule to this Agreement or in any certificate or document given pursuant to this Agreement which covenants, representations and warranties will continue in full force and effect for the benefit of Champignon.
- (b) **Performance.** All of the covenants and obligations that Artisan and the Selling Shareholders are required to perform or to comply with pursuant to this Agreement will have been performed and complied with in all material respects.
- (c) **Transaction Documents.** This Agreement and all other documents necessary or reasonably required to consummate the Transaction and the transactions contemplated under this Agreement, all in form and substance reasonably satisfactory to Champignon, will have been executed and delivered to Champignon by Artisan and the Selling Shareholders.
- (d) **Approvals.** Artisan will have delivered to Champignon minutes of meetings, written consents or other evidence reasonably satisfactory to Champignon that the board of directors of Artisan have approved this Agreement and the Transaction.
- (e) **President's Certificate.** Artisan will have delivered to Champignon a certificate of Artisan attaching:
 - (i) copies of Artisan's articles and all other constating documents, as amended through the Closing Date; and
 - (ii) copies of resolutions duly adopted by the board of directors of Artisan approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.
- (f) **Third Party Consents.** Artisan will have delivered to Champignon duly executed copies of all third party consents and approvals required by this Agreement to be obtained by Artisan, in form and substance reasonably satisfactory to Champignon.
- (g) **Regulatory Approvals and Consents.** Artisan will have obtained any required regulatory approvals and consents required to carry out this Agreement and the Transaction, in form and substance reasonably satisfactory to Champignon.

- (h) **No Material Adverse Effect.** At the Closing Date, there will have been no Material Adverse Effect to the affairs, assets, liabilities, or financial condition of Artisan or the Artisan Business (financial or otherwise).
- (i) **No Action.** No suit, action, or proceeding will be pending or threatened which would:
 - (i) prevent the consummation of the Transaction contemplated by this Agreement; or
 - (ii) cause the Transaction to be rescinded following consummation.
- (j) **Outstanding Securities.** Artisan will have no more than 10,000 Common Shares and no shares of any other classes issued and outstanding on the Closing Date.
- (k) **Public Disclosure.** Artisan will have delivered substantive information about its assets and personnel reasonably satisfactory to Champignon for completion of any required public disclosure of the Transaction details.
- (l) **Share Certificates of Selling Shareholders.** The Selling Shareholders will deliver to Champignon certificates representing their Artisan Shares duly executed for transfer, together with all other documentation required to transfer title to their Artisan Shares to Champignon and the Selling Shareholders will each deliver to Champignon an executed stock power of attorney or other document evidencing the transfer of the Artisan Shares from the Selling Shareholders to Champignon.

8.2 In the event any of the foregoing conditions contained in Subsection 8.1 are not fulfilled or performed to the reasonable satisfaction of Champignon, Champignon may terminate this Agreement by written notice to Artisan and the Selling Shareholders and in such event Champignon will be released from all further obligations hereunder. Any of the foregoing conditions contained in Subsection 8.1 may be waived in writing in whole or in part by Champignon without prejudice to each entity's respective rights of termination in the event of the non-fulfillment of any other conditions.

8.3 **Conditions Precedent to Closing by Artisan and the Selling Shareholders.** The obligation of Artisan and the Selling Shareholders to consummate the Transaction is subject to the satisfaction or waiver of the conditions set forth below. The Closing of the Transaction will be deemed to mean the satisfaction or waiver of all conditions to Closing. These conditions precedent are for the benefit of Artisan and the Selling Shareholders and may be waived by unanimous consent of Artisan and the Selling Shareholders in their discretion.

- (a) **Representations and Warranties.** The representations and warranties of Champignon contained in this Agreement or in any Schedule to this Agreement or certificate or other document delivered to Artisan and the Selling Shareholders pursuant to this Agreement will be true, correct and complete in all material respects as of the date of this Agreement with the same force and effect as though such representations and warranties had been made on and as of such date, regardless of the date as of which the information in this Agreement or any such Schedule or certificate is given, and Artisan and the Selling Shareholders will have received a certificate from Champignon, in a form reasonably satisfactory to Artisan, signed by a senior officer of Champignon, to the effect that such representations and warranties referred to above are true, correct and complete with the same force and effect as though made on and as of such date, provided that the acceptance of such certificate and the closing of the Transaction provided for in this Agreement will

not be a waiver of the representations and warranties contained in this Agreement or in any Schedule to this Agreement or in any certificate or document given pursuant to this Agreement which covenants, representations and warranties will continue in full force and effect for the benefit of Artisan and the Selling Shareholders.

- (b) **Performance.** All of the covenants and obligations that Champignon is required to perform or to comply with pursuant to this Agreement will have been performed and complied with in all material respects. Champignon will have delivered each of the documents respectively required to be delivered by it pursuant to this Agreement.
- (c) **Transaction Documents.** This Agreement and all other documents necessary or reasonably required to consummate the Transaction, all in form and substance reasonably satisfactory to Artisan, will have been executed and delivered to Artisan and the Selling Shareholders by Champignon.
- (d) **Approvals.** Champignon will have delivered to Artisan written consents or other evidence reasonably satisfactory to Artisan that its board of directors has approved this Agreement and the Transaction.
- (e) **Third Party Consents.** Champignon will have delivered to Artisan duly executed copies of all third party consents and approvals required by this Agreement to be obtained by Champignon, in form and substance reasonably satisfactory to Artisan.
- (f) **Regulatory Approvals and Consents.** Champignon will have obtained any required regulatory approvals and consents required to carry out this Agreement and the Transaction, in form and substance reasonably satisfactory to Artisan.
- (g) **No Material Adverse Effect.** There will have been no Material Adverse Effect to the affairs, assets, liabilities, financial condition or business (financial or otherwise) of Champignon from that shown on, or reflected in, the Champignon Financial Statements.
- (h) **No Action.** Except as disclosed to Artisan, no suit, action, or proceeding will be pending or threatened before any governmental or regulatory authority wherein an unfavourable judgment, order, decree, stipulation, injunction or charge would:
 - (i) prevent the consummation of the Transaction contemplated by this Agreement; or
 - (ii) cause the Transaction to be rescinded following consummation.
- (i) **Approvals and Consents.** Champignon will have obtained all necessary regulatory and stock exchange approvals and consents to carry out the Transaction, in form and substance reasonably satisfactory to Artisan.
- (j) **Covenants.** Champignon will have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it such that it will have satisfied the Shareholder Approval Requirement.

8.4 In the event that any of the conditions contained in Subsection 8.3 will not be fulfilled or performed by Champignon to the reasonable satisfaction of Artisan and the Selling Shareholders, then Artisan or the Selling Shareholders may terminate this Agreement by written notice to Champignon and in such event Artisan and the Selling Shareholders will be released from all further obligations

hereunder. Any of the foregoing conditions contained in Subsection 8.3 may be waived in writing in whole or in part by Artisan and the Selling Shareholders without prejudice to the respective rights of termination of Artisan or the Selling Shareholders in the event of the non-fulfillment of any other conditions.

9. Closing

- 9.1 **Time and Place.** The closing will take place at on the Closing Date or at such other time and place as the parties may mutually agree.

10. Covenants

- 10.1 **Notification of Financial Liabilities.** Each of the parties will immediately notify each in accordance with Subsection 14.6, if it receives any advice or notification from its independent certified public accounts that it has used any improper accounting practice that would have the effect of not reflecting or incorrectly reflecting in its books, records, and accounts, any properties, assets, liabilities, revenues, or expenses. Notwithstanding any statement to the contrary in this Agreement, this covenant will survive closing and continue in full force and effect.

- 10.2 **Access and Investigation.** Artisan and Champignon will cause each of their respective representatives to:

- (a) afford the other and its representatives full and free access to its personnel, properties, assets, contracts, books and records and other documents and data;
- (b) furnish the other and its representatives with copies of all such contracts, books and records, and other existing documents and data as required by this Agreement and as the other may otherwise reasonably request; and
- (c) furnish the other and its representatives with such additional financial, operating, and other data and information as the other may reasonably request.

All such access, investigation and communication by a party and its representatives will be conducted during normal business hours and in a manner designed not to interfere unduly with the normal business operations of the other party.

- 10.3 **Notification of Breach.** Each of the parties to this Agreement will promptly notify the other parties in writing if it becomes aware of any fact or condition that causes or constitutes a material breach of any of its representations and warranties as of the date of this Agreement, if it becomes aware of the occurrence after the date of this Agreement of any fact or condition that would cause or constitute a material breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Schedules relating to such party, such party will promptly deliver to the other parties a supplement to the Schedules specifying such change. During the same period, each party will promptly notify the other parties of the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.

- 10.4 **Conduct of Artisan and Champignon Business Prior to Closing.** Except as expressly contemplated by this Agreement or for purposes in furtherance of this Agreement, from the date of this Agreement to the Closing Date, and except to the extent that Champignon otherwise

consents in writing, Artisan will operate its business substantially as presently operated and in compliance with all Applicable Laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it. Likewise, from the date of this Agreement to the Closing Date, and except to the extent that Artisan otherwise consents in writing, Champignon will operate its business substantially as presently operated and only in the ordinary course and in compliance with all Applicable Laws, and use its best efforts to preserve intact its good reputation and present business organization and to preserve its relationships with persons having business dealings with it.

- 10.5 **Public Announcements.** Champignon and Artisan each agree that they will not release or issue any reports or statements or make any public announcements relating to this Agreement or the Transaction without the prior consent of the other party, except as may be required upon written advice of counsel to comply with Applicable Laws, Applicable Securities Legislation, regulatory requirements or CSE policies after consulting with Champignon or Artisan, as applicable, and seeking their reasonable consent to such announcement. Artisan acknowledges that Champignon must comply with Applicable Securities Legislation requiring full disclosure of material facts and agreements in which it is involved, and will co-operate to assist Champignon in meeting its obligations.

11. Confidentiality

- 11.1 All financial information regarding the Artisan Business that Artisan has provided to Champignon, will be kept in strict confidence by Champignon and will not be given to any other person or party or used (except in connection with due diligence carried out under this Agreement in accordance with Subsection 10.2 and except as required to file a news release regarding the transaction to the public after the Closing), dealt with, exploited or commercialized by Champignon or disclosed to any third party (other than Champignon's professional accounting and legal advisors) without the prior consent of Artisan. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from Artisan, Champignon will immediately return to Artisan (or as directed by Artisan) all information received regarding the Artisan Business.
- 11.2 All information regarding the business of Champignon including but without limitation, financial information that Champignon provides to Artisan during its due diligence investigation of Champignon will be kept in strict confidence by Artisan and will not be used (except in connection with due diligence carried out under this Agreement in accordance with Subsection 10.2), dealt with, exploited or commercialized by Artisan or disclosed to any third party (other than Artisan's professional accounting and legal advisors) without Champignon's prior written consent. If the Transaction contemplated by this Agreement does not proceed for any reason, then upon receipt of a written request from Champignon, Artisan will immediately return to Champignon (or as directed by Champignon) all information received regarding Champignon's business.
- 11.3 Upon request, each party will provide an affidavit to the other that all documents, including all copies thereof, were returned to the other party or as directed by the other party in accordance with this Section 11.
- 11.4 Artisan acknowledges and agrees that, while in possession of material information about Champignon that has not been publicly disclosed, it will not trade and will take all reasonable steps to prevent any of its employees or agents from trading in the securities of Champignon prior to Closing.

11.5 Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 11 will survive termination of this Agreement.

12. Termination

12.1 **Termination.** This Agreement may be terminated at any time prior to the Closing Date by:

- (a) mutual agreement of Champignon and Artisan, without the consent of the Selling Shareholders;
- (b) Champignon, if there has been a material breach by Artisan or any of the Selling Shareholders of any material representation, warranty, covenant, or agreement set forth in this Agreement on the part of Artisan or the Selling Shareholders that is not cured by the breaching party, to the reasonable satisfaction of Champignon, within ten (10) business days after notice of such breach is given by Champignon unless such breach cannot reasonably be cured within ten (10) business days and the breaching party is pursuing such cure with diligence;
- (c) Artisan or any of the Selling Shareholders, if there has been a material breach by Champignon of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Champignon that is not cured by Champignon, to the reasonable satisfaction of Artisan or such Selling Shareholder(s), within ten (10) business days after notice of such breach is given by Artisan or the Selling Shareholder(s) unless such breach cannot reasonably be cured within ten (10) business days and the breaching party is pursuing such cure with diligence);
- (d) Champignon or Artisan, if any permanent injunction or other order of a governmental entity of competent authority preventing the consummation of the Transaction contemplated by this Agreement has become final and non-appealable; or
- (e) Champignon or Artisan, if the Transaction has not been consummated prior to March 25, 2020, or such other date as may be agreed to in writing by Champignon and Artisan.

12.2 **Effect of Termination.** In the event of the termination of this Agreement as provided for in Subsection 12.1, this Agreement will be of no further force or effect, except for those provisions in this Agreement which expressly survive termination, and provided that no termination of this Agreement will relieve any party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

13. Indemnification

13.1 **Certain Definitions.** For the purposes of this Section 13, the terms "Loss" and "Losses" mean any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable attorneys, accountants and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by Champignon or Artisan including damages for lost profits or lost business opportunities.

13.2 **Agreement of Artisan to Indemnify.** Artisan will indemnify, defend, and hold harmless, to the full extent of the law, Champignon and its directors, officers, employees, agents, advisers and shareholders from, against, and in respect of any and all Losses asserted against, relating to,

imposed upon, or incurred by Champignon and its directors, officers, employees, agents, advisers and shareholders by reason of, resulting from, based upon or arising out of:

- (a) a material breach by Artisan of any representation or warranty of Artisan contained in or made pursuant to this Agreement, any Artisan document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) a material breach or partial breach by Artisan of any covenant or agreement of Artisan made in or pursuant to this Agreement, any document or any certificate or other instrument delivered pursuant to this Agreement.

13.3 **Agreement of Selling Shareholders to Indemnify.** The Selling Shareholders will each, severally, and not jointly and severally, indemnify, defend, and hold harmless, to the full extent of the law, Champignon and its directors, officers, employees, agents, advisers and shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Champignon and its directors, officers, employees, agents, advisers and shareholders by reason of, resulting from, based upon or arising out of:

- (a) any breach by such Selling Shareholder of this Agreement; or
- (b) any misstatement, misrepresentation or breach of the representations and warranties made by such Selling Shareholder contained in or made pursuant to the representations or warranties or certificates executed by the Selling Shareholder as part of the share exchange procedure detailed in Sections 2, 3, 4, 5 and 6 of this Agreement.

13.4 **Agreement of Champignon to Indemnify.** Champignon will indemnify, defend, and hold harmless, to the full extent of the law, Artisan and the Selling Shareholders from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Artisan and the Selling Shareholders by reason of, resulting from, based upon or arising out of:

- (a) a material breach by Champignon of any representation or warranty of Champignon contained in or made pursuant to this Agreement, any Champignon document or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) a material breach or partial breach by Champignon of any covenant or agreement of Champignon made in or pursuant to this Agreement, any Champignon document or any certificate or other instrument delivered pursuant to this Agreement.

13.5 **Limitation on Indemnity.** Any party entitled to indemnification under this Section will only be entitled to indemnification in respect of any Losses after the aggregate amount of such Losses exceeds \$20,000, at which point the indemnified party will be entitled to recover the entire amount of such Losses from the first dollar (including the first \$20,000).

13.6 **Indemnification Procedures.** If any action will be brought against any party in respect of which indemnity may be sought pursuant to this Agreement (the "**Indemnified Party**"), such Indemnified Party will promptly notify the party from whom indemnity is being sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party will have the right to assume the defence thereof with counsel of its own choosing. Any Indemnified Party will have the right to employ separate counsel in any such action and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of such Indemnified Party except to the extent that the employment thereof has been specifically authorized by the Indemnifying Party in writing, the

Indemnifying Party has failed after a reasonable period of time to assume such defence and to employ counsel or in such action there is, in the reasonable opinion of such separate counsel, a material conflict on any material issue between the position of the Indemnifying Party and the position of such Indemnified Party. The Indemnifying Party will not be liable to any Indemnified Party under this Section 12 for any settlement by an Indemnified Party effected without the Indemnifying Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed; or to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Indemnified Party's indemnification pursuant to this Section 12.

14. Miscellaneous Provisions

- 14.1 **Effectiveness of Representations and Survival.** Each party is entitled to rely on the representations, warranties and agreements of each of the other parties and all such representations, warranties and agreements will be effective regardless of any investigation that any party has undertaken or failed to undertake. Unless otherwise stated in this Agreement, and except for instances of fraud, the representations, warranties and agreements will survive the Closing Date and continue in full force and effect until one (1) year after the Closing Date.
- 14.2 **Further Assurances.** Each of the parties hereto will co-operate with the others and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.
- 14.3 **Amendment.** This Agreement may not be amended except by an instrument in writing signed by each of the parties.
- 14.4 **Expenses.** Champignon and Artisan will bear their respective costs incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated hereby, including all fees and expenses of their respective agents, representatives and accountants.
- 14.5 **Entire Agreement.** This Agreement, the Schedules and the other documents in connection with this transaction contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.
- 14.6 **Notices.** A notice or other communication to a party under this Agreement is valid if (a) it is in writing, and (b) it is delivered by hand, by registered mail, or by any courier service that provides proof of delivery, or (c) it is sent by electronic mail, and (d) it is addressed using the information for that party set out below (or any other information specified by that party in accordance with this section:

If to Artisan:

10-2520 JULIANN RD,
WEST KELOWNA, B.C. V1Z 3R4

If to Champignon:

Suite 2300 - 1177 West Hastings Street
Vancouver, BC, V6E 2K3

A valid notice or other communication under this Agreement will be effective when the party to which it is addressed receives it. A party is deemed to have received a notice or other communication under this Agreement at the time and date indicated on the signed receipt or in the case of e-mail transmission the day of transmission; and, if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address (including change of an e-mail address) for which no notice was given, then upon that rejection, refusal or inability to deliver.

- 14.7 **Headings.** The headings contained in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of this Agreement.
- 4.8 **Benefits.** This Agreement is and will only be construed as for the benefit of or enforceable by those Persons party to this Agreement.
- 14.9 **Severability.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions of this Agreement or of such provisions or part thereof in any other jurisdiction.
- 14.10 **Assignment.** This Agreement may not be assigned (except by operation of law) by any party without the prior consent of the other parties.
- 14.11 **Governing Law.** This Agreement, the rights and obligations of the parties, and any claims relating hereto, shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each party hereby expressly attorns to the exclusive jurisdiction of the courts of British Columbia, sitting in the city of Vancouver (and the courts of appeal therefrom) in any action arising from or related to this Agreement. The parties are committed to the thoughtful resolution of any disputes and issues of concern in a timely and responsible way.
- 14.12 **Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.
- 14.13 **Gender.** All references to any party will be read with such changes in number and gender as the context or reference requires.
- 14.14 **Business Days.** If the last or appointed day for the taking of any action required or the expiration of any rights granted herein will be a Saturday, Sunday or a legal holiday in the province of British Columbia, then such action may be taken or right may be exercised on the next succeeding day which is not a Saturday, Sunday or such a legal holiday.
- 14.15 **Schedules and Exhibits.** The schedules and exhibits are attached hereto and form part of this Agreement and are incorporated herein.
- 14.16 **Independent Legal Advice.** Each of the parties acknowledge that:
- (a) that all other parties to this Agreement acknowledge and confirm that they have been advised to seek, and have sought or waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto; and

- (b) To the extent that any Selling Shareholder declines to receive independent legal counsel in respect of this Agreement, such Selling Shareholder hereby waives the right, should a dispute later develop, to rely on its lack of independent legal counsel to avoid its obligations, to seek indulgences from the other parties hereto, or to otherwise attack, in whole or in part, the integrity of this Agreement and the documents related thereto.
- 14.17 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute a single instrument and may be delivered by electronic transmission as a pdf (or similar) format attachment.
- 14.18 **Facsimile Execution.** Delivery of an executed signature page to this Agreement by any party to this Agreement by electronic transmission as a pdf (or similar) format attachment shall be as effective as delivery of a manually executed copy of this Agreement by such party.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

CHAMPIGNON BRANDS INC.

“Signed”
Per: _____
Authorized Signatory

ARTISAN GROWERS LTD.

“Signed”
Per: _____
Authorized Signatory

SHAREHOLDERS OF ARTISAN

SOFIA CAPITAL CORP.

“Signed”
Per: _____
Authorized Signatory

1187744 BC LTD.

“Signed”
Per: _____
Authorized Signatory

1224422 BC LTD.

“Signed”
Per: _____
Authorized Signatory

“Signed”

AARON ROTENBERG

1218677 BC LTD.

“Signed”
Per: _____
Authorized Signatory

1224704 BC LTD.

“Signed”
Per: _____
Authorized Signatory

“Signed”

MICHAEL BLADY

LISA NASH

“Signed”

CHRISTOPHER PAUL

LANDO HOLDINGS LIMITED

“Signed”
Per: _____
Authorized Signatory

“Signed”

HOUMAN ERSHADI

1830012 ONTARIO LTD.

“Signed”
Per: _____
Authorized Signatory

SCHEDULE A

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MARCH 13, 2020,
AMONG CHAMPIGNON, ARTISAN AND THE SELLING SHAREHOLDERS
(THE "SHARE EXCHANGE AGREEMENT")**

All capitalized terms not defined herein shall have the meaning given to them in the Share Exchange Agreement

Selling Shareholders and Schedule for Number of Champignon Shares to be Received

<u>NAME</u>	<u>SHARES TO BE ISSUED</u>
1830012 ONTARIO LTD.	1,500,000
Aaron Rotenberg	200,000
Christopher Paul	160,000
Houman Ershadi	100,000
LANDO HOLDINGS LIMITED	1,000,000
1224704 BC LTD.	1,000,000
LISA NASH	1,000,000
Michael Blady	160,000
1218677 BC LTD.	1,000,000
1224422 BC LTD.	1,280,000
Sofia Capital Corp.	200,000
1187744 BC LTD.	400,000

SCHEDULE B

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MARCH 13, 2020,
AMONG CHAMPIGNON, ARTISAN AND THE SELLING SHAREHOLDERS**

Material Agreements of Artisan

LEASE AGREEMENT DATED AUGUST 1, 2019

SCHEDULE C

**TO THE SHARE EXCHANGE AGREEMENT DATED FOR REFERENCE MARCH 13, 2020,
AMONG CHAMPIGNON, ARTISAN AND THE SELLING SHAREHOLDERS**

Artisan's Litigation

N/A