

On September 20, 2019

The Yield Growth Corp. ("**Yield**") and

Flourish Mushroom Labs Inc. ("**Flourish**") and

Cannacopia Therapeutics Inc. ("**Cannacopia**")

Vivek Taneja and

1134149 B.C. Ltd.

(together with Cannacopia, Vivek Taneja and 1134149 B.C. Ltd., the "**Creators**")

(the "**Parties**")

AND WHEREAS:

A. The Creators has developed various formulations intended to have various positive health benefits using wild edible mushrooms which may also be suitable for infusing with psilocybin; and

B. Flourish, a wholly owned subsidiary, wishes to purchase the edible mushroom recipes from the Creators.

AND THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Creators have developed the following formulations using wild edible mushrooms as key ingredients:

- 1) Chai latte green tea flavor mushroom tea;
- 2) Lemon grass, lemon and hibiscus lemon mushroom tea,
- 3) Veggie Mushroom Mix for mushroom soup;
- 4) Miso dehydrated seaweed mix for mushroom soup;
- 5) Vanilla flavoured mushroom elixir (to mix with cold water or hot water);
- 6) Dark Chocolate cocoa mushroom elixir;
- 7) Pumpkin spice mushroom elixir;
- 8) White Chocolate Truffle Relaxing Formula; and
- 9) Dark Chocolate Truffle Energizing Formula; and
- 10) Bliss Ball with Coco and Dried Fruits and edible mushrooms.

(the "**Formulations**"):

2. Flourish shall purchase the Formulations and all know how and trade secrets and research and data related to the Formulations (the "**Know-How**") from the Creators for a fee of payable in stock by the issuance of 120,000 common shares of Yield, payable as 30,000 shares to each of the Creators. The closing shall occur within the next 30 days and may be initiated by notice from Flourish to the Creators.

3. The Creators have developed a description of various wild mushrooms to be used in the Formulations and various health benefits that can accrue to people eating those mushrooms, as determined by researching data published from clinical trials and from knowledge of Ayurvedic medicine. The varieties of mushrooms include Lion's Mane, Turkey Tale, Reishi, Shitake, Wakame, Cordyceps and several other wild varieties. All of this research and data is included in the Know-How.

3. The Creators represent that:

- a) All of the Formulations are originally developed by the Creators and the transfer of the Formulations and the Know-How will not violate any other rights;
- b) All of the Formulations may be used to create ready to eat packaged food products or packaged food products that may be mixed with mushroom varieties of the consumer's choice.

Agreed to:

THE YIELD GROWTH CORP.

Per: /s/ "Penny White"

FLOURISH MUSHROOMS LABS INC.

Per: /s/ "Penny White"

CANNACOPIA THERAPEUTICS INC.

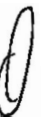
Per: /s/ "Bhavna Solecki"

1134149 BC Ltd.

Per: /s/ "Sita Von Windheim"

Vivek Taneja

Per: /s/ "Vivek Taneja"



CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is effective as of this 3rd day of October, 2019 (“the **Effective Date**”),

BETWEEN:

The Yield Growth Corp. (the “**Yield**”); and
Flourish Mushroom Labs Inc. (the “**Flourish**”); and
Cannacopia Therapeutics Inc. (the “**Cannacopia**”); and
Vivek Taneja; and
1134149 B.C. Ltd.

(together with Cannacopia, Vivek Taneja and 1134149 B.C. Ltd., the “**Creators**”)

WHEREAS

- A. Yield, Flourish and the Creators (the “**Parties**”) entered into the Formulation Contract (the “**Contract**”) dated September 20, 2019, whereby Yield and Flourish purchased certain formulations owned by the Creators.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Amendment (the “**Agreement**”).
- C. This Agreement is the first amendment to the Contract.
- D. References in this Agreement to the Contract are to the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

- 1. The Contract is amended as follows:
 - a. Clause 2 of the Contract is hereby amended by deleting the phrase “payable as 30,000 shares to each of the Creators” and replacing it with the phrase “payable as 40,000 shares to each of the Creators”

No Other Change

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Governing Law

3. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suites and special proceedings under this Agreement, be construed in accordance with and governed by, to the exclusion of the law of any other forum, the laws of the Province of British Columbia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

THE YIELD GROWTH CORP.

CANNACOPIA THERAPEUTICS INC.

By: /s/ "Penny White"

By: /s/ "Bhavna Solecki"

Name: Penny White

Name: Bhavna Solecki

FLOURISH MUSHROOM LABS INC.

VIVEK TANEJA

By: /s/ "Penny White"

By: /s/ "Vivek Taneja"

Name: Penny White

1134149 B.C. Ltd.

By: /s/ "Sita von Windheim"

Name: Sita von Windheim