

SHARE EXCHANGE AGREEMENT

Share Exchange Agreement dated for reference September 25 , 2020 among

Lexton Capital Corp. (“Lexston”)

Egret Bioscience Ltd. (“Egret”)

Philippe Henry (“Philippe”)

Kyle Remenda (“Kyle”)

RECITALS

- A. Lexston, Egret, Philippe and Kyle have executed a letter of intent dated September 8, 2020 (the “LOI”).
- B. As of the date of this Agreement, Philippe is the sole shareholder of Egret.
- C. Lexston wishes to acquire all issued and outstanding shares of Egret from Egret’s shareholders, so that Egret becomes a wholly owned subsidiary of Egret upon Closing (defined below).
- D. Egret, Philippe and Kyle plan to build the business of Egret to the level where Egret’s business is at a stage suitable for listing of the common shares of Lexston on the Canadian Securities Exchange (the “CSE”) after Egret becomes a wholly owned subsidiary of Lexston. The business of Egret will consist of two main components: 1) laboratory testing and research of cannabis and related products; and 2) research and development of psychotropic compounds permitted by law.

In consideration of the foregoing and the mutual agreements contained in this Agreement (the receipt and adequacy of which are acknowledged), the parties agree as follows.

1. Definitions.

As used in this Agreement, the following terms have the following meanings:

“**Agreement**” means this share exchange agreement and the expression “Section” followed by a number means and refers to the specified Section of this Agreement.

“**Authorization**” means, with respect to any Person, any order, permit, approval, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

“**Closing**” means October 30, 2020 or a later date as may be agreed by the parties.

“**Customers**” means all Persons who are at this date or were at any time during the Term customers of Lexston or Egret.

“**Governmental Entity**” means any (i) international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board,

bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above, and (iv) any stock exchange including the Canadian Securities Exchange.

“**Laws**” means any and all applicable laws including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, policies of any stock exchange, guidelines, and general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which the word is used.

“**Lien**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation.

“**Person**” means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

“**Prospective Customers**” means all Persons canvassed or solicited at any time during in connection with the business of Egret and Lexston.

“**Vendors**” means collectively Phillipe, Kyle and all future shareholders of Egret as of date of the Closing

2. **Transaction.** Lexston will acquire from Kyle, Philippe and other shareholders of Egret 100% of the securities of Egret, so that Egret becomes a wholly owned subsidiary of Lexston after Egret’s business is developed to the level required to list Lexston’s shares on the CSE on Closing.

3. **Purchase Price.** As consideration for all the securities of Egret, Lexston will issue to the shareholders of Egret on a pro-rata basis the number of common shares of Lexston equal to 51.37 % of the issued and outstanding common shares of Lexston on a non-diluted basis calculated on the Closing date. This amounts to 12,463,181 common shares of Lexston based on the 24,261,596 issued and outstanding commons shares of Lexston as of the date of this Agreement ($24,261,596 \times 51.37\% = 12,463,182$).

The common shares of Lexston will be issued to the Vendors at a deemed price of \$0.075 per one common share. The total consideration will be equal to the number of common shares of Lexston to be issued pursuant to this Section multiplied by \$0.075.

4. **Performance Shares.** Upon Egret reaching the performance milestones described in this Section, Lexston will issue on a pro-rata basis to Kyle and Phillipe and other current shareholders of Egret performing services to Lexston an additional number of common shares of Lexston equal to 7.77% of the issued and outstanding common shares of Lexston on a non-diluted basis minus the shares issued pursuant to Section 3 of this Agreement. Based on the 24,261,596 issued and outstanding common shares of Lexston as of the date of this Agreement, the number of the performance shares is 1,868,143 ($24,261,596 \times 7.77\% = 1,868,143$).

If the performance milestones are achieved prior to Closing, the performance shares described in this Section for such performance milestones will be issued to Kyle and Philippe on a pro-rata basis (based on their shareholdings in Egret held as of the Closing date) together with the Lexston shares to be issued pursuant to Section 3 of this Agreement.

All performance shares will be issued at a deemed price of the higher of: a) the last issue price of the common shares of Lexston; and b) discount market price of the common shares of Lexston if those shares are traded on a stock exchange at the time of the issuance.

These performance milestones are:

- a) Egret generating monthly revenues of at least \$100,000 for six consecutive months (the calculation of which to exclude revenues relating to Profits as detailed in Section 11 below);
- b) Egret generating at least \$3,000,000 in total cumulative gross revenues;
- c) Egret expanding and upgrading a licensed revenue generating cannabis research and development laboratory;
- d) Lexston or Egret within 18 months from the date of the signing of this Letter submitting and obtaining an Exemption To Use Controlled Substance For Clinical Studies pursuant to Section 56 of the Controlled Drugs and Substances Act (S.C. 1996, c. 19);
- e) Lexston or Egret obtaining a licence to sell products under the Controlled Drugs and Substances Act (S.C. 1996, c. 19);
- f) Lexston or Egret entering into a commercial agreement satisfactory to Lexston to generate revenue in a foreign jurisdiction;
- e) Lexston or Egret entering into a commercial agreement satisfactory to Lexston to generate revenue in the United States of America.

5. **Capital Raising by Egret and Escrow.** Egret agrees to raise at least \$120,000 by way of issuing common shares of Egret (the “**Private Placement**”) before Closing to finance its business. Financier names and amounts will be provided by and will have to be acceptable to Lexston.

After the Private Placement, Egret’s shares will be owned as follows: 55.556% of Egret’s shares will be owned by the current shareholders of Egret and 44.444% of Egret’s shares will be owned by the shareholders participating in the Private Placement.

Egret shall not issue any additional shares without obtaining the prior written consent from Lexston.

Upon the exchange of the shares between Lexston and the shareholders of Egret, all shares of Lexston issued to the shareholders of Egret other than those participating in the Private Placement will be subject to the same escrow agreement as the shares of insiders of Lexston and will be released from escrow over the period of three years.

The shareholders of Egret who participate in the Private Placement and exchange their shares for Lexston shares will not have to place their Lexston shares in escrow unless the escrow requirements apply pursuant to the policies of the CSE or the applicable securities laws.

Egret agrees to incorporate a clause in the subscription agreement with respect to the Private Placement whereby the subscribers to the Private Placement will agree to exchange their shares of Egret to for the shares of Lexston in accordance with the terms of this Agreement.

6. **Due Diligence.** Lexston has commenced, and intends to continue, its due diligence investigation of the licenses, prospects, business, assets, contracts, rights, liabilities, financial conditions and obligations of Egret, including financial, marketing, employee, legal, taxation, systems, regulatory and environmental matters.

Egret, Kyle and Philippe agree to cooperate and provide all information and documents required by Lexston in its due diligence.

The completion of the transactions contemplated by this Agreement is subject to the satisfactory due diligence by Lexston at its own discretion.

7. **Representations and Warranties of Egret and the Vendors.** Egret and the Vendors represent, warrant to Lexston and acknowledge and confirm that Lexston is relying upon such representations and warranties in connection with the purchase of the all the shares of Egret and in issuing the common shares of Lexston to the Vendors:

(a) **No Violation or Breach.** The execution and delivery of and performance by the Vendors of this Agreement:

(i) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of the Vendors' or Egret's constating documents or by-laws;

(ii) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under any contracts or instruments to which the Vendors or Egret is a party or pursuant to which any of the Vendors' or Egret's assets or property may be affected;

(iii) will not result in a breach of, or cause the termination or revocation of, any Authorization held by the Vendors or Egret or necessary to the ownership of the shares of Egret; and

(iv) will not result in the violation of any Law;

(b) **Authorizations and Consents.** There is no requirement on the part of the Vendors or Egret to make any filing with or give any notice to any Governmental Entity, or obtain any Authorization, in connection with the completion of the transactions contemplated by this Agreement, except for filings and notifications required by applicable securities laws. There is no requirement on the part of the Vendors or Egret to obtain any consent, approval or waiver of any Person under any contracts or instruments to which the Vendors or Egret is a party or pursuant to which any of the Vendors' or Egret's assets or property may be affected in connection with the completion of the transactions contemplated

by this Agreement, except for the approval of the board of directors of Egret and the pursuant to the applicable shareholder agreement and these approvals were obtained;

(c) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendors and constitutes a legal, valid and binding agreement of the Vendors enforceable against it in accordance with its terms;

(d) No Other Agreements to Purchase. Except for Lexston's right under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by law, pre emptive or contractual) capable of becoming such for (i) the purchase or acquisition from the Vendors of any of the securities of Egret, or (ii) the purchase, subscription, allotment or issuance of any of the securities of Egret;

(e) Title to Egret shares. All shares of Egret sold pursuant to this Agreement are owned by the Vendors as the registered and beneficial owners with a good title, free and clear of all Liens other than those restrictions on transfer, if any, contained in the articles of Egret and the shareholders' agreement. Upon completion of the transaction contemplated by this Agreement, Lexston will have good and valid title to all issued and outstanding shares of Egret sold pursuant to this Agreement, free and clear of all Liens;

(f) No Action. The Vendors are not aware of any action, suit or proceeding, at law or at equity, for or by any court or any federal, provincial, municipal or other governmental department, commission, board, agency or instrumentality which would prevent or materially adversely affect the transactions contemplated by this Agreement;

(g) Residence. The Vendors are not non-residents of Canada for the purposes of the *Income Tax Act (Canada)*; and

(h) Securities Laws and Consent to Disclose Personal Information. The Vendors are acquiring the common shares of Lexston as principals and not as agents and are acquiring the common shares of Lexston for investment purposes only and not with a view to resale or distribution. The Vendors are residents of the Province of British Columbia. The Vendors understand and authorize Lexston to disclose this Agreement and the Vendors' personal information including but not limited to the Vendor's names, addresses and numbers of the common shares of Lexston acquired pursuant to this Agreement to the Governmental Entities as may be required by the Laws. The Vendors acknowledge that as a result of such disclosure their personal information will become accessible to the public. The Vendors acknowledge and agree that the common shares of Lexston will be subject to resale restrictions prescribed by the Laws.

(i) Share Structure of Egret. The Vendors represent and warrant that upon completion of the transactions pursuant to this Agreement all issued and outstanding securities of Egret will be owned by Lexston.

(j) Board Approval. Egret represents and warrants to Lexston that its board of directors has approved the transfer of all securities of Egret to Lexston.

(k) No Liabilities. Except for the Loan described in Section 18 of this Agreement, upon Closing Egret shall have no liabilities.

(l) **Contracts.** The following is the full and complete list of all contracts of Egret as of the date of this Agreement and upon Closing:

Name and a Short Description of the Contract	Parties	Date
The Flowr Corporation consulting agreement - services related to genetic characterization and stabilization, tissue culture and research and development of cannabis	The Flowr Corporation - Egret Bioscience Ltd.	June 16 2020
OregonCBD research agreement- use of a targeted Single Nucleotide Polymorphism assay ("SNP assay") to rapidly genotype cannabis plant samples	OregonCBD/ Jack Hempicine LLC - Egret Bioscience Ltd.	September 22 2020
UofA research agreement (to be amended) - cannabis classification research project	UofA / Labsmart - VSSL Enterprises Ltd.	May 18 2020
Island Genetics partnership agreement (to be amended)	Island Genetics - VSSL Enterprises Ltd.	May 6 2020
TGOD research agreement (to be amended) - implementing the use of a portable near-infrared spectrometer ("SablR") to rapidly chemotype dried flower samples,	TGOD - VSSL Enterprises Ltd.	April 20 2020
Lighthouse genomics service agreement	Lighthouse Genomics Inc. - Egret Bioscience Ltd.	Draft sent August 1 2020
Consulting agreement with Oliver Hall	1013877 BC LTD - Egret Bioscience Ltd.	June 22 2020
Consulting agreement with Surender Khatodia (to be ammended)	SK Biotech Consulting Inc - VSSL Enterprises Ltd.	October 15 2019
Consulting agreement with Karan Kapoor (to be ammended)	KapoorAg Consulting Inc - VSSL Enterprises Ltd.	June 17 ,2019

(m) **Assets.** The following is the full and complete list of all assets of Egret as of the date of this Agreement and upon Closing:

Asset	Value (CAD)
Quantitative Polymerase chain reaction instrument (Illumina ECO RT)	10000
Portable Quantitative Polymerase chain reaction instrument (Sola 8)	15000
Quantitative Polymerase chain reaction reagents	5000
Autoclave	1500
Tissue Culture Chamber	1000
Tissue Culture	3000
Greenhouse Light Emitting Diode lights	1500

8. **Lexston's Representations and Warranties.** Lexston represents and warrants as follows to the Vendors at the date of this Agreement and acknowledges and confirms that the Vendors are relying on such representations and warranties in connection with the sale by the Vendors of all issued shares of Egret and the issue of the common shares of Lexston to the Vendors:

(a) **Incorporation and Qualification.** Lexston is a corporation incorporated and existing under the laws of the Province of British Columbia and has the corporate power to enter into and perform its obligations under this Agreement;

(b) **Corporate Authority.** The execution and delivery of and performance by Lexston of this Agreement have been authorized by all necessary corporate action on the part of Lexston;

(c) **No Violation or Breach.** The execution and delivery of and performance by Lexston of this Agreement:

(i) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of Lexston's constating documents or by-laws;

(ii) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under any contracts or instruments to which Lexston is a party; and

(iii) will not result in the violation of any Law;

(d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by Lexston and constitutes a legal, valid and binding agreement of Lexston enforceable against it in accordance with its terms; and

(e) **Issued Common Shares of Lexston.** Upon completion of the transaction of share exchange contemplated by this Agreement, the common shares of Lexston will be allotted and issued to the Vendors as fully paid and non-assessable.

9. Deliveries.

Deliveries to Lexston. Upon the Closing, the Vendors shall deliver the following to Lexston:

(a) Actual possession of the share certificates representing all issued securities of Egret, duly endorsed for transfer to Lexston or accompanied by an irrevocable share transfer power of attorney duly executed in blank by the Vendors or other instrument of transfer acceptable to the counsel of Lexston.

Deliveries to the Vendors. Upon providing documents satisfactory to the counsel of Lexston evidencing the transfer of all securities of Egret from the Vendors to Lexston shall deliver the following to the Vendors:

(a) Actual the share certificates or DRS advise representing the number of common shares Lexston as described in Section 3 of this Agreement registered in the name of the Vendors in full satisfaction of the purchase price.

(b) Subject to reaching the performance milestones described in Section 4, actual share certificates or DRS advice representing the number of performance common shares described in Section 4 of this Agreement.

10. **Consulting Agreements.** Upon Closing, Lexston or Egret and Kyle, Philippe will enter into a consulting agreement whereby Kyle, Philippe will provide consulting services to Lexston and/or Egret

on the terms to be agreed by the parties and will each devote the time necessary for the development of the business and assets of Lexston and Egret.

11. **Non- Competition.** Except for the benefit of Lexston and Egret, from the date of the Closing and for the period of one year after the termination of their respective consulting agreements with Lexston or Egret(the “**Term**”), the Vendors shall not, on their own behalf or on behalf of or in connection with any Person, directly or indirectly, in any capacity whatsoever including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by and through any corporation, cooperative, partnership, trust, unincorporated association or otherwise carry on, be engaged in, have any financial or other interest in or be otherwise commercially involved in any endeavour, activity or business in all or any part of the country where Lexston conducts its business (the “**Territory**”) which is substantially the same as or is in competition with the business of Lexston.

12. **Non-Solicitation of Customers.** Except for the benefit of Lexston and Egret, during the Term, the Vendors shall not, on their own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by or through any corporation, cooperative, partnership, trust, unincorporated association or otherwise:

(a) Canvass or solicit the business of (or procure or assist the canvassing or soliciting of the business of) any Customer or Prospective Customer;

(b) Accept (or procure or assist the acceptance of) any business from any Customer or Prospective Customer; or

(c) Supply (or procure or assist the supply of) any goods or services to any Customer or Prospective Customer.

13. **Non-Solicitation of Employees.** Except for the benefit of Lexston and Egret, during the Term, the Vendors shall not, on their own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by and through any corporation, cooperative, partnership, trust, unincorporated association or otherwise:

(a) Employ, offer employment to or solicit the employment or engagement of or otherwise entice away from the employment of the Lexston or Egret any individual who is employed by Lexston or Egret whether or not such individual would commit any breach of his contract or terms of employment by leaving the employ of Lexston or Egret; or

(b) Procure or assist any Person to employ, offer employment or solicit the employment or engagement of or otherwise entice away from the employment of Lexston or Egret.

14. **Non-Interference.** Except for the benefit of Lexston and Egret, the Vendors shall not on their own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor,

consultant, supplier or trustee or by and through any corporation, cooperative, partnership, trust, unincorporated association or otherwise, interfere or attempt to interfere with the business of Lexston or Egret or persuade or attempt to persuade any Customer, Prospective Customer, employee or supplier of Lexston or Egret to discontinue or alter in an adverse manner such Person's relationship with Lexston or Egret.

15. **Portfolio Exception.** The Vendors shall not be in default under this Agreement by virtue of their holding as a passive investors not more than ten percent (10%) (including shares held by any Persons acting jointly or in concert with the Vendors) of the issued and outstanding shares on a fully diluted basis of a corporation, the shares of which are listed on a recognized stock exchange and with which corporation and the Vendors have no connection whatsoever.

16. **Reasonableness.** The Vendors expressly acknowledge that all Sections 12 to 16 of this Agreement and are reasonable and valid in all respects and irrevocably waive (and irrevocably agree not to raise) as a defence any issue of reasonableness (including the reasonableness of the territory or the duration and scope of these Sections) in any proceeding to enforce any provision of this Agreement, the intention of the parties being to provide for the legitimate and reasonable protection of the interests of Lexston and Egret by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.

17. **Transfer of Assets.** Before the Closing, Egret, Kyle and Philippe shall transfer and shall cause other parties to transfer the following licenses, know-how, technologies and laboratories and other assets and shall assign and cause to assign revenue generating contracts to Egret sufficient to list the business of Lexston on the CSE:

Assets to be transferred	Value
Near Infrared Spectrometers (x2)	30000

18. **Loan.** Lexston will provide a loan in the amount of \$500,000 (the "**Loan**") to Egret before Closing. The Loan shall be secured by all current and after acquired property of Egret and shall be repayable on demand. Egret shall use the Loan to upgrade its cannabis research and development laboratory and for other general corporate purposes. Expenditures greater than \$25,000 will require approval in writing (email acceptable) in advance by Lexston. Upon Egret becoming a wholly owned subsidiary of Lexston, the Loan shall be forgiven.

19. **Pre-Existing Profits.** The profit derived from all revenues less associated costs that are in place in Egret prior to the completion of the Private Placement (the "**Profits**"), including any direct recurring Profit (which excludes new business with an existing customer), shall be allocated and paid 100% to Kyle and Philippe as management fees within the financial statements of Egret and Lexston.

20. **Access.** Egret, Kyle and Philippe shall provide to Lexston complete access to Egret's facilities, laboratories, licenses and licence applications, books and records and shall cause the directors, employees, accountants, and other agents and representatives (collectively, the "**Representatives**") of Egret to cooperate fully with Lexston and Lexston's Representatives in connection with Lexston's due diligence investigation. Lexston shall be under no obligation to continue with its due diligence investigation or the Closing if, at any time, the results of its due diligence investigation are not satisfactory to Lexston for any reason in its sole discretion.

21. **Exclusive Dealing.** From the date of the LOI until December 31, 2020, Egret, Kyle, Philippe shall not and shall cause Egret not to, directly or indirectly, through any Representative or otherwise, solicit or entertain offers from, provide information to, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any other person relating to the acquisition of Egret or the business, assets or licenses of Egret or licenses and assets to be transferred to Egret by Egret, Kyle or Philippe or entities controlled by Egret, Kyle or Philippe.

22. **Disclosure.** Except as and to the extent required by law, no party shall, and each shall direct its Representatives not to, without the prior written consent of the other parties, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding a possible transaction between the parties or any of the terms, conditions or other aspects of the transaction described in this Agreement.

23. **Consulting with the CSE and Business Plan.** The parties agree to consult with the CSE and cooperate with each other with respect to a listing application of Lexston's shares on the CSE and to prepare a business plan for the business of Lexston and Egret.

24. **Costs.** Each party shall be responsible for and bear all of its own costs and expenses (including any broker's or finder's fees) incurred in connection with the proposed transaction, including expenses of its Representatives, incurred at any time in connection with pursuing or consummating the proposed transaction. However, Lexston will cover the costs for Egret required to facilitate the Private Placement, and such costs will be reimbursed to Lexston from the proceeds of a successful Private Placement, as contemplated herein.

24. **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter of this Agreement. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

26. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.


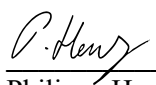


No failure on the part of the Vendors or Lexston to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

27. **Further Assurances.** Each of the parties covenants and agrees to do such things, to attend such meetings and to execute such further documents and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

28. **Independent Legal Advice.** The parties confirm that they have been provided with an opportunity to obtain independent legal advice before executing this Agreement.

29. **Counterparts.** This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Share Purchase Agreement.

Lexston Capital Corp.  _____ Jagdip Bal	EGRET BIOSCIENCE LTD.  _____ Philippe Henry
 _____ Philippe Henry	 _____ Kyle Remenda

AMENDMENT NO. 1 TO THE SHARE EXCHANGE AGREEMENT

Amendment 1 to the Share Exchange Agreement dated for reference October 20, 2020 (“**Amendment 1**”).

Among

Lexton Capital Corp. (“Lexston”),

Egret Bioscience Ltd. (“Egret”)

Philippe Henry (“Philippe”),

and

Kyle Remenda (“Kyle”)

RECITALS

A. Lexston, Egret, Phillippe and Kyle have executed a letter of intent dated September 8, 2020 (the “**LOI**”). Subsequent to the LOI, the parties executed the Share Exchange Agreement dated for reference September 25, 2020 (the “**Share Exchange Agreement**”).

B. The parties wish to amend the Share Exchange Agreement by changing the number of common shares to be issued by Lexton as consideration to be paid by Lexton for 100% of all issued and outstanding securities of Egret described in Section 3 of the Share Exchange Agreement; and 2) by making changes to Section 4 of the Share Exchange Agreement.

In consideration of the foregoing and the mutual agreements contained in this Amendment 1 (the receipt and adequacy of which are acknowledged), the parties agree as follows.

1. Section 3 of the Share Exchange Agreement is deleted and replaced with the following:

“3. Purchase Price. As consideration for all the securities of Egret, Lexston will issue to the shareholders of Egret on a pro-rata basis common shares of Lexston as follows:

- a) 15,000,000 common shares of Lexston shares on the Closing;*
- b) 12,000,000 common shares of Lexston on completion of the \$120,000 financing by Egret described in Section 5 of this Agreement; and*
- c) 10,000,000 common shares of Lexston upon Egret reaching the Performance Milestones described and defined in section 4 of this Agreement.*

The common shares of Lexston pursuant to Sections 3(a) and 3(b) will be issued to the Vendors at a deemed price of \$0.075 per one common share.

The commons shares of Lexston pursuant to section 3(c) will be issued at a deemed price of the higher of: a) the last issue price of the common shares of Lexston; and b) discount market price of the common shares of Lexston if those shares are traded on a stock exchange at the time of the issuance.”

2. Section 4 of the Share Exchange Agreement is deleted and replaced with the following section:

“4. Performance Milestones. The performance milestones are:

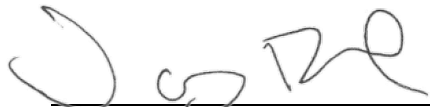
- a) Egret generating monthly revenues of at least \$100,000 for six consecutive months (the calculation of which to exclude revenues relating to Profits as detailed in Section 11 below);
- b) Egret generating at least \$3,000,000 in total cumulative gross revenues;
- c) Egret expanding and upgrading a licensed revenue generating cannabis research and development laboratory;
- d) Lexston or Egret within 18 months from the date of the signing of this Letter submitting and obtaining an Exemption To Use Controlled Substance For Clinical Studies pursuant to Section 56 of the Controlled Drugs and Substances Act (S.C. 1996, c. 19);
- e) Lexston or Egret obtaining a licence to sell products under the Controlled Drugs and Substances Act (S.C. 1996, c. 19);
- f) Lexston or Egret entering into a commercial agreement satisfactory to Lexston to generate revenue in a foreign jurisdiction;
- e) Lexston or Egret entering into a commercial agreement satisfactory to Lexston to generate revenue in the United States of America.

(the “**Performance Milestones**”)

2. This Amendment 1 may be executed in any number of counterparts (including counterparts by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

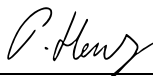
IN WITNESS WHEREOF the parties have executed this Amendment 1 to the Share Exchange Agreement.

LEXSTON CAPITAL CORP.



JAGDIP SINGH BAL

EGRET BIOSCIENCE LTD.



PHILIPPE HENRY



PHILIPPE HENRY



KYLE REMENDA

AMENDMENT 2 TO THE SHARE EXCHANGE AGREEMENT

Amendment 2 to the Share Exchange Agreement dated for reference December 2, 2020 (“**Amendment 2**”).

Among

Lexton Capital Corp. (“Lexston”),

Egret Bioscience Ltd. (“Egret”),

Philippe Henry (“Philippe”),

and

Kyle Remenda (“Kyle”)

RECITALS

A. Lexston, Egret, Phillippe and Kyle have entered into the Share Exchange Agreement dated for reference September 25, 2020 (the “**Share Exchange Agreement**”).




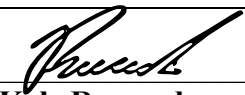
B. The Share Exchange Agreement has not closed. The parties wish to amend the Share Exchange Agreement and extend the closing date to January 15, 2021 or a later date as may be agreed by the parties.

1. The definition of “Closing” in Section 1 of the Share Exchange Agreement is deleted and replaced with the following:

“Closing” means January 15, 2021 or a later date as may be agreed by the parties.”

2. This Amendment 2 may be executed in any number of counterparts (including counterparts by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Amendment 2 to the Share Exchange Agreement.

Lexston Capital Corp.  _____ Jagdip Singh, CEO and director, authorized signatory	EGRET BIOSCIENCE LTD.  _____ Philippe Henry, director, authorized signatory
 _____ Philippe Henry	 _____ Kyle Remenda

AMENDMENT 3 TO THE SHARE EXCHANGE AGREEMENT

Amendment 3 to the Share Exchange Agreement dated for reference December 28, 2020 (“**Amendment 3**”).

Among:

Lexton Capital Corp. (“Lexston”), Egret Bioscience Ltd. (“Egret”), Philippe Henry (“Philippe”) and Kyle Remenda (“Kyle”)

RECITALS

- A. Lexston, Egret, Phillippe and Kyle have executed the Share Exchange Agreement dated for reference September 25, 2020 (the “**Share Exchange Agreement**”).
- B. The parties executed Amendment 1 and Amendment 2 to the Share Exchange Agreement.
- C. The parties received a valuation report with respect to the value of Egret. Based on the valuation report, the parties wish to change the number of common shares of Lexston to paid for 100% of the issued and outstanding securities of Egret and wish to further amend the Share Exchange Agreement by making changes to Section 3 of the Share Exchange Agreement.

In consideration of the foregoing and the mutual agreements contained in this Amendment 3 (the receipt and adequacy of which are acknowledged), the parties agree as follows:

1. Section 3 of the Share Exchange Agreement is deleted and replaced with the following:

“3. Purchase Price. As consideration for all the securities of Egret, Lexston will issue to the shareholders of Egret on a pro-rata basis common shares of Lexston as follows:

- a) 15,000,000 common shares of Lexston shares on the Closing;*
- b) 8,000,000 common shares of Lexston subject to completion of the \$120,000 financing by Egret described in Section 5 of this Agreement on the Closing; and*
- c) 10,000,000 commons shares of Lexston upon Egret reaching the Performance Milestones described and defined in section 4 of this Agreement.*

The common shares of Lexston pursuant to Sections 3(a) and 3(b) will be issued to the Vendors at a deemed price of \$0.075 per one common share.

The commons shares of Lexston pursuant to section 3(c) will be issued at a deemed price of:


- a) the last issue price of the common shares of Lexston, if the common shares of Lexston are not listed on any securities exchange at the time of the issuance; or*
- b) discount market price of the common shares of Lexston if the common shares of Lexston are traded on a securities exchange at the time of the issuance.”*

2. This Amendment 3 may be executed in any number of counterparts (including counterparts by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Amendment 3 to the Share Exchange Agreement.

Lexston Capital Corp.

Egret Bioscience Ltd.



Jagdip Bal



Philippe Henry



Philippe Henry



Kyle Remenda

AMENDMENT 3 TO THE SHARE EXCHANGE AGREEMENT

Amendment 3 to the Share Exchange Agreement dated for reference December 28, 2020 (“**Amendment 3**”).

Among:

Lexton Capital Corp. (“Lexston”), Egret Bioscience Ltd. (“Egret”), Philippe Henry (“Philippe”) and Kyle Remenda (“Kyle”)

RECITALS

- A. Lexston, Egret, Phillippe and Kyle have executed the Share Exchange Agreement dated for reference September 25, 2020 (the “**Share Exchange Agreement**”).
- B. The parties executed Amendment 1 and Amendment 2 to the Share Exchange Agreement.
- C. The parties received a valuation report with respect to the value of Egret. Based on the valuation report, the parties wish to change the number of common shares of Lexston to paid for 100% of the issued and outstanding securities of Egret and wish to further amend the Share Exchange Agreement by making changes to Section 3 of the Share Exchange Agreement.

In consideration of the foregoing and the mutual agreements contained in this Amendment 3 (the receipt and adequacy of which are acknowledged), the parties agree as follows:

1. Section 3 of the Share Exchange Agreement is deleted and replaced with the following:

“3. Purchase Price. As consideration for all the securities of Egret, Lexston will issue to the shareholders of Egret on a pro-rata basis common shares of Lexston as follows:

- a) 15,000,000 common shares of Lexston shares on the Closing;*
- b) 8,000,000 common shares of Lexston subject to completion of the \$120,000 financing by Egret described in Section 5 of this Agreement on the Closing; and*
- c) 10,000,000 commons shares of Lexston upon Egret reaching the Performance Milestones described and defined in section 4 of this Agreement.*

The common shares of Lexston pursuant to Sections 3(a) and 3(b) will be issued to the Vendors at a deemed price of \$0.075 per one common share.

The commons shares of Lexston pursuant to section 3(c) will be issued at a deemed price of:

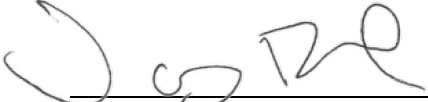
- a) the last issue price of the common shares of Lexston, if the common shares of Lexston are not listed on any securities exchange at the time of the issuance; or*
- b) discount market price of the common shares of Lexston if the common shares of Lexston are traded on a securities exchange at the time of the issuance.”*

2. This Amendment 3 may be executed in any number of counterparts (including counterparts by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Amendment 3 to the Share Exchange Agreement.

Lexston Capital Corp.

Egret Bioscience Ltd.




Jagdip Bal



Philippe Henry



Philippe Henry



Kyle Remenda

AMENDMENT 4 TO THE SHARE EXCHANGE AGREEMENT

Amendment 4 to the Share Exchange Agreement dated for reference January 6, 2021 (“**Amendment 4**”).

Among:

Lexton Capital Corp. (“Lexston”), Egret Bioscience Ltd. (“Egret”), Philippe Henry (“Philippe”) and Kyle Remenda (“Kyle”)

RECITALS

- A. Lexston, Egret, Philippe and Kyle have executed the Share Exchange Agreement dated for reference September 25, 2020 (the “**Share Exchange Agreement**”).
- B. The parties executed Amendment 1, Amendment 2 and Amendment 3 to the Share Exchange Agreement.
- C. The parties wish to make changes to Section 7(m) and Section 17 of the Share Exchange Agreement.

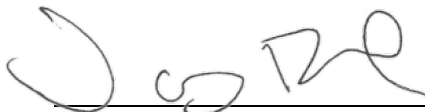
In consideration of the foregoing and the mutual agreements contained in this Amendment 4 (the receipt and adequacy of which are acknowledged), the parties agree as follows:

1. Section 7(m) of the Share Exchange Agreement is deleted and replaced with the following:
*“(m) Assets. The following is the full and complete list of all assets of Egret as of the date of this Agreement and upon Closing:
Quantitative Polymerase chain reaction instrument (Illumina ECO RT)
Portable Quantitative Polymerase chain reaction instrument (Sola 8)
Quantitative Polymerase chain reaction reagents
Autoclave
Tissue Culture Chamber
Tissue Culture
Greenhouse Light Emitting Diode lights”*
2. Section 17 of the Share Exchange Agreement is deleted and replaced with the following:
*“**17. Transfer of Assets.** Before the Closing, Egret, Kyle and Philippe shall transfer and shall cause other parties to transfer licenses, know- how, technologies and laboratories and other assets and shall assign and cause to assign revenue generating contracts to Egret sufficient to list the business of Lexston on the CSE including:
Near Infrared Spectrometers (x2)”*
3. This Amendment 4 may be executed in any number of counterparts (including counterparts by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Amendment 4 to the Share Exchange Agreement.

LEXSTON CAPITAL CORP.


EGRET BIOSCIENCE LTD.




Jagdip Singh Bal



Philippe Henry



Philippe Henry



Kyle Remenda