

AMENDMENT TO SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective the ^{25th} day of June 2019

AMONG:

XEBRA BRANDS LTD. (formerly 1198365 BC Ltd.), a British Columbia company of 1090 Hamilton Street, Vancouver, BC V6B 2R9 ("Xebra")

AND

Those persons set out in Schedule "A" hereto (each a "Shareholder" and collectively, the "Shareholders")

AND

ELEMENTS BIOSCIENCE SAPI de CV
("Elements")

AND

SATIVA GROUP BIOSCIENCES SAPI de CV
("Sativa")

WHEREAS

A. Xebra, the Shareholders, Elements and Sativa entered into a share exchange agreement (the "SEA") dated April 25, 2019; and

B. the Parties wish to amend the Reimbursement as defined and contemplated in the SEA.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the SEA.

NOW THEREFORE THIS AGREEMENT WITNESSES that for the sum of \$1.00 and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the parties agree as follows:

A vertical column of handwritten signatures and initials in blue ink on the right side of the document. From top to bottom, there is a signature that appears to be 'David J. ...', followed by several other initials and signatures, including one that looks like 'D.J.' and another that is a large, stylized signature.

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I. Reimbursement

1.1. Section 3.4 of the SEA be deleted in its entirety and replaced with

"3.4 **Reimbursement.** In connection with the purchase and sale of the Elements Shares and Sativa Shares, Newco will pay US\$250,000 on the closing of the Initial Financing (the "**Reimbursement**") to Elements, which Elements shall distribute to those of the Shareholders who held Elements Shares immediately prior to Closing, pro rata in accordance with their holdings in the Elements Shares as detailed in Schedule "A" hereto. It is acknowledged that US\$130,000 of the Reimbursement is for past expenses of Elements and Sativa, with the remaining US\$120,000 for costs incurred by the Shareholders prior to the incorporation of either Elements and Sativa. The Reimbursement and the Elements Expense Amount together shall represent full satisfaction of any obligations of Newco with respect to reimbursement for past expenses of the Shareholders, Elements and Sativa."

1.2. All other terms and conditions of the SEA shall remain in full force and effect.

1.3. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

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

ELEMENTS BIOSCIENCE SAPI DE C.V.

Per:

Name: JORDI CHEMONTE
Title: PRESIDENT

Rodrigo Gallardo
Legal Representative

Jordi Chemonle Sayrols

Fernando Capdevila Vega

Rosendo Emisiel Fonseca Jaimes

Rodrigo Gallardo Valencia

Armando Klein Der Real

Rodrigo de Icaza Morali

Hector Zires Ramirez

Jesus Pablo Gomez Vallarta

Daniel Araico Sayrols


Armando Apurte Luna


Jaime Cater Gutierrez


Miguel Rodrigo Valle Salinas


Alfonso Franco Morales

SATIVA GROUP BIOSCIENCES SAPI de C.V.

Per:


Name: **JESUS CHAVANTE**
Title: **PRESIDENT**


Name: **Rodrigo Galindo**
Title: **Legal Representative**

XEBRA BRANDS LTD. (formerly 1198365 B C. LTD.)

Per:


Name: **Jorge Martinez**
Title: **Director**











Schedule A

Shareholder Name	Number of Elements Shares	Number of Sativa Shares
Jordi Chemonte Sayrols	11,000	11,000
Fernando Capdevila Vega	3,250	3,250
Rosendo Emisel Fonseca Jaimes	3,250	3,250
Rodrigo Gallardo Valencia	3,250	3,250
Armando Klein Del Real	3,250	3,250
Rodrigo de Icaza Morali	3,250	3,250
Hector Zires Ramirez	3,250	3,250
Jésus Pablo Gomez Vallarta	3,250	3,250
Daniel Araico Sayrols	3,250	3,250
Armando Aguirre Luna	3,250	3,250
Jaime Cater Gutiérrez	3,250	3,250
Miguel Rodrigo Valle Salinas	3,250	3,250
Alfonso Franco Morales	3,250	3,250
TOTAL	50,000	50,000